



LISTING PACKAGE

5895 US Highway 93 South Units 1-4
Whitefish, MT 59937

Assessor Number: 0978321, 0015789, 0015790, 0015791

Geocode: 07-4184-12-4-02-60-7101, 07-4184-12-4-02-60-7102, 07-4184-12-4-02-60-7103, 07-4184-12-4-02-20-7104

What's Included:

Property Report Card	X
Tax Bill/Assessor Information	X
Vesting Deed	X
Open Deeds of Trust	N/A
Tract Map	X
Survey/Subdivision Map	X
CCR's	X



53 4th Ave East N
Kalispell, MT 59901
406.752.7000

205 Junes Way Ste 3
Whitefish, MT 59937
406.862.7000

www.FlatheadPremierTitle.com









Tax Year: 2026

Scale: 1:156.89 Basemap: World Imagery



Summary

Primary Information

Property Category: RP

Subcategory: Commercial Property

Geocode: 07-4184-12-4-02-60-7101

Assessment Code: 0000978321

Primary Owner:

HANSEN KYLE
3390 WHITEFISH STAGE
KALISPELL, MT 59901-6727
Note: See Owners section for all owners

Property Address:

5895 US HIGHWAY 93 S
WHITEFISH, MT 59937

Certificate of Survey: n/a

Legal Description: EMERALD CONDO ON TR 5BBC, S12, T30 N, R22 W, UNIT 1, 11% COMMON AREA INTEREST

Last Modified: 3/21/2026 20:23:34 PM

Tax Year: 2026

General Property Information

Neighborhood: 207.150.H	Property Type: Condominium
Living Units: n/a	Levy District: 07-1334-44 - MAIN
Zoning: n/a	Ownership: 100
LinkedProperty: No linked properties exist for this property	
Exemptions: No exemptions exist for this property	
Condo Ownership: General: 11	Limited: n/a

Property Factors

Topography: n/a	Fronting: n/a
Utilities: n/a	Parking Type: n/a
Access: n/a	Parking Quantity: n/a
Location: n/a	Parking Proximity: n/a

Land Summary

Land Type:	Acres:	Value:
Grazing	n/a	n/a
Fallow	n/a	n/a
Irrigated	n/a	n/a
Continuous Crop	n/a	n/a
Wild Hay	n/a	n/a
Farmsite	n/a	n/a
ROW	n/a	n/a
NonQual Land	n/a	n/a
Total Ag Land	n/a	n/a
Total Forest Land	n/a	n/a
Total Market Land	n/a	n/a

Deed Information

Deed Date	Book	Page	Recorded Date	Document Number	Document Type
7/29/2020	n/a	n/a	8/4/2020	202000022207	Warranty Deed
9/10/2019	n/a	n/a	9/12/2019	201900022400	Warranty Deed

Owners

Party #1

Default Information:	HANSEN KYLE 3390 WHITEFISH STAGE KALISPELL, MT 59901-6727
Ownership %:	100
Primary Owner:	Yes
Interest Type:	Conversion
Last Modified:	11/23/2020 10:52:21 AM

Tax Year: 2026

Appraisals

Appraisal History

Tax Year	Land Value	Building Value	Total Value	Method
2025	65462	149638	215100	INCOME
2024	65462	83480	148942	COST
2023	65462	83480	148942	COST

Market Land

No market land exists for this parcel

Dwellings

No dwellings exist for this parcel

Other Buildings

No other buildings exist for this parcel

Commercial

Commercial Summary

Buildings Summary

Building Number	Building Name	Structure Type	Units	Year Built
1	n/a	355 - Office Condominium	1	1940

Existing Building #1

General Building Information

Building Number: 1	Building Name: n/a
Structure Type: 355 - Office Condominium	Units/Building: 1
Identical Units: 1	Grade: A

Tax Year: 2026

Year Built: 1940		Year Remodeled: n/a					
Class Code: 3507		Effective Year: 2010					
Percent Complete: n/a							
Interior/Exterior Data #1							
Level From: 01 Use Type: 082 - Multi-Use Office		Level To: 01					
Dimensions Area: Use SK Area:		Perimeter: 104 Wall Height:					
Features Exterior Wall Desc: 02 - Frame Economic Life: 45 Partitions: AC Type: Physical Condition: 3-Normal		Construction: 1-Wood Frame/Joist/Beam % Interior Finished: 100 Heat Type: Plumbing: Functional Utility: 3-Normal					
Other Features Description	Qty	Width	Length	Height	Area	Calculated Value	Unadjusted Value
Elevators and Escalators							
Description		Units	Rise-ft	Stops	Speed	Capacity	Cost

Ag/Forest Land

No ag/forest land exists for this parcel

Conservation Easements

No conservation easements exist for this parcel

Disclaimer

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Tax Year: 2026

Scale: 1:194.54 Basemap: World Imagery



Summary

Primary Information

Property Category: RP

Subcategory: Commercial Property

Geocode: 07-4184-12-4-02-60-7102

Assessment Code: 0000015789

Primary Owner:

HANSEN KYLE
3390 WHITEFISH STAGE
KALISPELL, MT 59901-6727
Note: See Owners section for all owners

Property Address:

5895 US HIGHWAY 93 S
WHITEFISH, MT 59937

Certificate of Survey: n/a

Legal Description: EMERALD CONDO ON TR 5BBC, S12, T30 N, R22 W, UNIT 2, 19% COMMON AREA INTEREST

Last Modified: 3/21/2026 20:23:34 PM

Tax Year: 2026

General Property Information

Neighborhood: 207.150.H	Property Type: Condominium
Living Units: 1	Levy District: 07-1334-44 - MAIN
Zoning: n/a	Ownership: 100
LinkedProperty: No linked properties exist for this property	
Exemptions: No exemptions exist for this property	
Condo Ownership: General: 19	Limited: n/a

Property Factors

Topography: n/a	Fronting: n/a
Utilities: n/a	Parking Type: n/a
Access: n/a	Parking Quantity: n/a
Location: n/a	Parking Proximity: n/a

Land Summary

Land Type:	Acres:	Value:
Grazing	n/a	n/a
Fallow	n/a	n/a
Irrigated	n/a	n/a
Continuous Crop	n/a	n/a
Wild Hay	n/a	n/a
Farmsite	n/a	n/a
ROW	n/a	n/a
NonQual Land	n/a	n/a
Total Ag Land	n/a	n/a
Total Forest Land	n/a	n/a
Total Market Land	n/a	n/a

Deed Information

Deed Date	Book	Page	Recorded Date	Document Number	Document Type
5/21/2021	n/a	n/a	5/21/2021	202100017708	Warranty Deed
9/10/2019	n/a	n/a	9/12/2019	201900022398	Warranty Deed

Owners

Party #1

Default Information:	HANSEN KYLE 3390 WHITEFISH STAGE KALISPELL, MT 59901-6727
Ownership %:	100
Primary Owner:	Yes
Interest Type:	Conversion
Last Modified:	11/19/2021 16:56:7 PM

Cadastral Property Report

Tax Year: 2026

Appraisals

Appraisal History

Tax Year	Land Value	Building Value	Total Value	Method
2025	113071	267329	380400	INCOME
2024	113071	193800	306871	COST
2023	113071	193800	306871	COST

Market Land

No market land exists for this parcel

Dwellings

No dwellings exist for this parcel

Other Buildings

No other buildings exist for this parcel

Commercial

Commercial Summary

Buildings Summary

Building Number	Building Name	Structure Type	Units	Year Built
1	n/a	355 - Office Condominium	1	1940

Existing Building #1

General Building Information

Building Number: 1	Building Name: n/a
Structure Type: 355 - Office Condominium	Units/Building: 1
Identical Units: 1	Grade: A

Tax Year: 2026

Year Built: 1940		Year Remodeled: 2014					
Class Code: 3507		Effective Year: 2010					
Percent Complete: n/a							
Interior/Exterior Data #1							
Level From: 01 Use Type: 053 - Office		Level To: 01					
Dimensions Area: Use SK Area:		Perimeter: 140 Wall Height:					
Features Exterior Wall Desc: 02 - Frame Economic Life: 45 Partitions: AC Type: Physical Condition: 3-Normal		Construction: 1-Wood Frame/Joist/Beam % Interior Finished: 100 Heat Type: Plumbing: Functional Utility: 3-Normal					
Other Features	Qty	Width	Length	Height	Area	Calculated Value	Unadjusted Value
Elevators and Escalators							
Description		Units	Rise-ft	Stops	Speed	Capacity	Cost

Ag/Forest Land

No ag/forest land exists for this parcel

Conservation Easements

No conservation easements exist for this parcel

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Tax Year: 2026

Scale: 1:141.06 Basemap: World Imagery



Summary

Primary Information

Property Category: RP

Subcategory: Commercial Property

Geocode: 07-4184-12-4-02-60-7103

Assessment Code: 0000015790

Primary Owner:

HANSEN KYLE
3390 WHITEFISH STAGE
KALISPELL, MT 59901-6727
Note: See Owners section for all owners

Property Address:

5895 US HIGHWAY 93 S
WHITEFISH, MT 59937

Certificate of Survey: n/a

Legal Description: EMERALD CONDO ON TR 5BBC, S12, T30 N, R22 W, UNIT 3, 11% COMMON AREA INTEREST

Last Modified: 3/21/2026 20:23:34 PM

Tax Year: 2026

General Property Information

Neighborhood: 207.150.H	Property Type: Condominium
Living Units: n/a	Levy District: 07-1334-44 - MAIN
Zoning: n/a	Ownership: 100
LinkedProperty: No linked properties exist for this property	
Exemptions: No exemptions exist for this property	
Condo Ownership: General: 11	Limited: n/a

Property Factors

Topography: n/a	Fronting: n/a
Utilities: n/a	Parking Type: n/a
Access: n/a	Parking Quantity: n/a
Location: n/a	Parking Proximity: n/a

Land Summary

Land Type:	Acres:	Value:
Grazing	n/a	n/a
Fallow	n/a	n/a
Irrigated	n/a	n/a
Continuous Crop	n/a	n/a
Wild Hay	n/a	n/a
Farmsite	n/a	n/a
ROW	n/a	n/a
NonQual Land	n/a	n/a
Total Ag Land	n/a	n/a
Total Forest Land	n/a	n/a
Total Market Land	n/a	n/a

Deed Information

Deed Date	Book	Page	Recorded Date	Document Number	Document Type
5/29/2021	n/a	n/a	6/1/2021	202100018751	Warranty Deed
9/10/2019	n/a	n/a	9/12/2019	201900022402	Warranty Deed

Owners

Party #1

Default Information:	HANSEN KYLE 3390 WHITEFISH STAGE KALISPELL, MT 59901-6727
Ownership %:	100
Primary Owner:	Yes
Interest Type:	Conversion
Last Modified:	12/1/2021 14:55:26 PM

Cadastral Property Report

Tax Year: 2026

Appraisals

Appraisal History

Tax Year	Land Value	Building Value	Total Value	Method
2025	65462	140738	206200	INCOME
2024	65462	101060	166522	COST
2023	65462	101060	166522	COST

Market Land

No market land exists for this parcel

Dwellings

No dwellings exist for this parcel

Other Buildings

No other buildings exist for this parcel

Commercial

Commercial Summary

Buildings Summary

Building Number	Building Name	Structure Type	Units	Year Built
1	n/a	355 - Office Condominium	1	1940

Existing Building #1

General Building Information

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Identical Units: 1	Grade: A

Tax Year: 2026

Year Built: 1940		Year Remodeled: 2014																									
Class Code: 3507		Effective Year: 2010																									
Percent Complete: n/a																											
Interior/Exterior Data #1																											
Level From: 02 Use Type: 053 - Office		Level To: 02																									
Dimensions Area: Use SK Area:		Perimeter: 106 Wall Height:																									
Features Exterior Wall Desc: 02 - Frame Economic Life: 45 Partitions: AC Type: Physical Condition: 3-Normal		Construction: 1-Wood Frame/Joist/Beam % Interior Finished: 100 Heat Type: Plumbing: Functional Utility: 3-Normal																									
<table border="1"> <thead> <tr> <th>Other Features Description</th> <th>Qty</th> <th>Width</th> <th>Length</th> <th>Height</th> <th>Area</th> <th>Calculated Value</th> <th>Unadjusted Value</th> </tr> </thead> <tbody> <tr> <td colspan="8">Elevators and Escalators</td> </tr> <tr> <td>Description</td> <td></td> <td>Units</td> <td>Rise-ft</td> <td>Stops</td> <td>Speed</td> <td>Capacity</td> <td>Cost</td> </tr> </tbody> </table>				Other Features Description	Qty	Width	Length	Height	Area	Calculated Value	Unadjusted Value	Elevators and Escalators								Description		Units	Rise-ft	Stops	Speed	Capacity	Cost
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Ag/Forest Land

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Conservation Easements

No conservation easements exist for this parcel

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Tax Year: 2026

Scale: 1:275.40 Basemap: World Imagery



Summary

Primary Information

Property Category: RP

Subcategory: Commercial Property

Geocode: 07-4184-12-4-02-60-7104

Assessment Code: 0000015791

Primary Owner:

HANSEN KYLE
3390 WHITEFISH STAGE
KALISPELL, MT 59901-6727
Note: See Owners section for all owners

Property Address:

5895 US HIGHWAY 93 S
WHITEFISH, MT 59937

Certificate of Survey: n/a

Legal Description: EMERALD CONDO ON TR 5BBC, S12, T30 N, R22 W, UNIT 4, 59% COMMON AREA INTEREST

Last Modified: 3/21/2026 20:23:34 PM

Tax Year: 2026

General Property Information

Neighborhood: 207.150.H	Property Type: Condominium
Living Units: 1	Levy District: 07-1334-44 - MAIN
Zoning: n/a	Ownership: 100
LinkedProperty: No linked properties exist for this property	
Exemptions: No exemptions exist for this property	
Condo Ownership: General: 59	Limited: n/a

Property Factors

Topography: n/a	Fronting: n/a
Utilities: n/a	Parking Type: n/a
Access: n/a	Parking Quantity: n/a
Location: n/a	Parking Proximity: n/a

Land Summary

Land Type:	Acres:	Value:
Grazing	n/a	n/a
Fallow	n/a	n/a
Irrigated	n/a	n/a
Continuous Crop	n/a	n/a
Wild Hay	n/a	n/a
Farmsite	n/a	n/a
ROW	n/a	n/a
NonQual Land	n/a	n/a
Total Ag Land	n/a	n/a
Total Forest Land	n/a	n/a
Total Market Land	n/a	n/a

Deed Information

Deed Date	Book	Page	Recorded Date	Document Number	Document Type
1/11/2021	n/a	n/a	1/11/2021	202100001201	Warranty Deed

Owners

Party #1

Default Information:	HANSEN KYLE 3390 WHITEFISH STAGE KALISPELL, MT 59901-6727
Ownership %:	100
Primary Owner:	Yes
Interest Type:	Conversion
Last Modified:	11/23/2020 10:52:21 AM

Tax Year: 2026

Appraisals

Appraisal History

Tax Year	Land Value	Building Value	Total Value	Method
2025	351115	n/a	351115	COST
2024	351115	n/a	351115	COST
2023	351115	n/a	351115	COST

Market Land

No market land exists for this parcel

Dwellings

No dwellings exist for this parcel

Other Buildings

No other buildings exist for this parcel

Commercial

No commercial buildings exist for this parcel

Ag/Forest Land

No ag/forest land exists for this parcel

Conservation Easements

Cadastral Property Report

Tax Year: 2026

No conservation easements exist for this parcel

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FLATHEAD COUNTY

Montana

Shopping Cart: 0 Items [\$0.00]



New Search



History



Payoff



Pay Taxes



Help

Assessor#: 0978321

Status: **Delinquent**

Receipt: 20466264

2025 Owner(s):
HANSEN KYLE

Mailing Address:

3390 WHITEFISH STAGE
KALISPELL, MT 599016727

Legal Description:

EMERALD CONDO ON TR 5BBC, S12, T30 N, R22 W, UNIT



Tax Comparison

2025 Value:

Market Value \$215,100
Taxable: \$3,011



Detail

2025 Taxes:



View Pie Charts

First Half: \$766.27 **Due:** 11/30/2025
Second Half: \$766.25 **Due:** 6/1/2026
Total: \$1,532.52



Show Current Tax Bill



Detail

2025 Payments:

First Half: \$0.00
Second Half: \$0.00
Total: \$0.00

(May include penalty & interest)

2025 Legal Records:

Geo Code: 07-4184-12-4-02-60-7101 **Instru#:** 202000022207 **Date:** 2020-07-29

Property address: 5695 US HIGHWAY 93 UNIT 1 S, WHITEFISH MT 59937

TR&S: T30 N, R22 W, Sec. 12

Legal: EMERALD CONDO ON TR 5BBC, S12, T30 N,
R22 W, UNIT 1, 11% COMMON AREA INTEREST

Note: The accuracy of this data is not guaranteed. Only one search criterion is required (e.g. Parcel # or Owner Name). Entering additional criteria can result in an incomplete search.

Property Tax data was last updated 04/30/2025 11:30 AM.

Send Payment To:
Flathead County Treasurer
290 A North Main
Kalispell, MT 59901
(406) 758-5680



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FLATHEAD COUNTY

Montana

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[New Search](#) [History](#) [Payoff](#) [PayTaxes](#) [Help](#)

Assessor#: D015789

Status: **Delinquent**

Receipt: 20462380

2025 Owner(s):
HANSEN KYLE

Mailing Address:
3390 WHITEFISH STAGE
KALISPELL, MT 599016727

Legal Description:
EMERALD CONDO ON TR 5BBC, S12, T30 N, R22 W, UNIT

[Tax Comparison](#)

2025 Value:

Market Value \$380,400
Taxable: \$5,326

[Detail](#)

2025 Taxes:

First Half: \$1,044.88 **Due:** 11/30/2025
Second Half: \$1,044.87 **Due:** 6/1/2026
Total: \$2,089.75

[Show Current Tax Bill](#)

[Detail](#)

[View Pie Charts](#)

2025 Payments:

First Half: \$0.00
Second Half: \$0.00
Total: \$0.00

(May include penalty & interest)

2025 Legal Records:

Geo Code: 07-4184-12-4-02-60-7102 **Instru#:** 202100017708 **Date:** 2021-05-21

Property address: 5695 US HIGHWAY 93 UNIT 2 S, WHITEFISH MT 59937

TR&S: T30 N, R22 W, Sec. 12

Legal: EMERALD CONDO ON TR 5BBC, S12, T30 N,
R22 W, UNIT 2, 19% COMMON AREA INTEREST

Note: The accuracy of this data is not guaranteed. Only one search criterion is required (e.g. Parcel # or Owner Name). Entering additional criteria can result in an incomplete search.

Property Tax data was last updated 04/30/2025 12:30 PM.

Send Payment To:
Flathead County Treasurer
290 A North Main
Kalispell, MT 59901
(406) 758-5680



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FLATHEAD COUNTY

Montana

Shopping Cart: 0 Items [\$0.00]

[New Search](#)[History](#)[Payoff](#)[Pay Taxes](#)[Help](#)

Assessor#: D015790

Status: **Delinquent**

Receipt: 20462381

2025 Owner(s):
HANSEN KYLE

Mailing Address:

3390 WHITEFISH STAGE
KALISPELL, MT 599016727

Legal Description:

EMERALD CONDO ON TR 5BBC, S12, T30 N, R22 W, UNIT

[Tax Comparison](#)

2025 Value:

Market Value \$206,200
Taxable: \$2,886

[Detail](#)

2025 Taxes:

[View Pie Charts](#)

First Half: \$635.29 **Due:** 11/30/2025
Second Half: \$635.27 **Due:** 6/1/2026
Total: \$1,270.56

[Show Current Tax Bill](#)[Detail](#)

2025 Payments:

First Half: \$0.00
Second Half: \$0.00
Total: \$0.00

(May include penalty & interest)

2025 Legal Records:

Geo Code: 07-4184-12-4-02-60-7103 **Instru#:** 202100018751 **Date:** 2021-05-29

Property address: 5695 US HIGHWAY 93 UNIT 3 S, WHITEFISH MT 59937

TR&S: T30 N, R22 W, Sec. 12

Legal: EMERALD CONDO ON TR 5BBC, S12, T30 N,
R22 W, UNIT 3, 11% COMMON AREA INTEREST

Note: The accuracy of this data is not guaranteed. Only one search criterion is required (e.g. Parcel # or Owner Name). Entering additional criteria can result in an incomplete search.

Property Tax data was last updated 04/30/2025 12:30 PM.

Send Payment To:
Flathead County Treasurer
290 A North Main
Kalispell, MT 59901
(406) 758-5680



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FLATHEAD COUNTY

Montana

Shopping Cart: 0 Items [\$0.00]

[New Search](#) [History](#) [Payoff](#) [Pay Taxes](#) [Help](#)

Assessor#: 0015791

Status: **Delinquent**

Receipt: 20462382

2025 Owner(s):
HANSEN KYLE

Mailing Address:

3390 WHITEFISH STAGE
KALISPELL, MT 599016727

Legal Description:

EMERALD CONDO ON TR 5BBC, S12, T30 N, R22 W, UNIT

[Tax Comparison](#)

2025 Value:

Market Value: \$351,115
Taxable: \$4,916

[Detail](#)

2025 Taxes:

[View Pie Charts](#)

First Half:	\$886.06	Due: 11/30/2025
Second Half:	\$886.04	Due: 6/1/2026
Total:	\$1,772.10	

[Show Current Tax Bill](#)

[Detail](#)

2025 Payments:

First Half:	\$0.00
Second Half:	\$0.00
Total:	\$0.00

(May include penalty & interest)

2025 Legal Records:

Geo Code: 07-4184-12-4-02-60-7104 **Instru#:** 202100001201 **Date:** 2021-01-11

Property address: 5695 US HIGHWAY 93 UNIT 4 S, WHITEFISH MT 59937

TR&S: T30 N, R22 W, Sec. 12

Legal: EMERALD CONDO ON TR 5BBC, S12, T30 N,
R22 W, UNIT 4, 59% COMMON AREA INTEREST

Note: The accuracy of this data is not guaranteed. Only one search criterion is required (e.g. Parcel # or Owner Name). Entering additional criteria can result in an incomplete search.

Property Tax data was last updated 04/30/2025 12:30 PM.

Send Payment To:
Flathead County Treasurer
290 A North Main
Kalispell, MT 59901
(406) 758-5680



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FLATHEAD COUNTY

Montana

Shopping Cart: 0 Items [\$0.00]



New Search



Detail



Payoff



Help

Assessor#: 0978321

Status: **Delinquent**

Type: RE

Owner: HANSEN KYLE

History:

Tax Year	Statement#	Bill Date	Bill Amount	Date Paid	** Paid Amount	Notes
2025	20466264	10/15/2025	\$1,532.52		\$0.00 \$0.00	
2024	35584	10/07/2024	\$1,502.20	10/6/2025 10/6/2025	\$834.99 \$797.41	
2023	202357683	09/29/2023	\$1,357.30	10/6/2025 10/6/2025	\$822.33 \$788.35	
2023	202389549	02/28/2024	\$48.13	10/6/2025	\$0.00 \$55.92	
2022	202237494	11/01/2022	\$1,191.59	4/6/2023 6/22/2023	\$595.81 \$612.58	
2021	202137013	11/01/2021	\$1,194.34	12/7/2021 7/20/2022	\$614.20 \$619.06	
2020	202036493	11/01/2020	\$1,202.35	12/2/2020 6/8/2021	\$618.31 \$618.12	
2019	201936178	11/01/2019	\$5,184.44	11/20/2019 5/13/2020	\$2,592.24 \$2,592.20	
2018	201835845	11/01/2018	\$4,993.72	12/12/2018 1/25/2019	\$2,496.88 \$2,496.84	
2017	201735653	11/01/2017	\$4,691.68	11/7/2017 11/7/2017	\$2,345.85 \$2,345.83	
2016	201635405	11/01/2016	\$3,605.55	12/12/2016 12/12/2016	\$1,802.79 \$1,802.76	
2015	201535254	11/01/2015	\$3,557.50	11/30/2015 1/22/2016	\$1,778.76 \$1,778.74	
2014	201435146	11/01/2014	\$2,296.56	1/22/2015 6/25/2015	\$1,190.76 \$1,180.65	
2013	201335097	11/01/2013	\$2,219.40	11/27/2013 4/7/2014	\$1,109.72 \$1,109.68	

** Paid Amount may include penalty & interest

Note: The accuracy of this data is not guaranteed. Only one search criterion is required (e.g. Parcel # or Owner Name). Entering additional criteria can result in an incomplete search.

Property Tax data was last updated 04/30/2026 11:30 AM.

Send Payment To:
Flathead County Treasurer
290 A North Main
Kalispell, MT 59901
(406) 758-5600



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FLATHEAD COUNTY

Montana

Shopping Cart: 0 Items [\$0.00]



New Search



Detail



Payoff



Help

Assessor#: D015789

Status: **Delinquent**

Type: RE

Owner: HANSEN KYLE

History:

Tax Year	Statement#	Bill Date	Bill Amount	Date Paid	** Paid Amount	Notes
2025	20462380	10/15/2025	\$2,089.75		\$0.00 \$0.00	
2024	35580	10/07/2024	\$2,326.01	7/22/2025 7/22/2025	\$1,263.80 \$1,205.63	
2023	202314582	09/29/2023	\$2,169.13	8/30/2024 8/30/2024	\$1,187.64 \$1,133.35	
2023	202389544	02/28/2024	\$99.18	8/30/2024	\$0.00 \$103.64	
2023	202447456	08/30/2024	\$50.00	8/30/2024	\$50.00 \$0.00	
2022	202233694	11/01/2022	\$1,915.88	4/6/2023 9/5/2023	\$957.95 \$1,009.03	
2021	202133286	11/01/2021	\$1,921.04	12/7/2021 7/20/2022	\$987.90 \$995.76	

**** Paid Amount may include penalty & interest**

Note: The accuracy of this data is not guaranteed. Only one search criterion is required (e.g. Parcel # or Owner Name). Entering additional criteria can result in an incomplete search.

Property Tax data was last updated 04/30/2025 12:30 PM.

Send Payment To:
Flathead County Treasurer
290 A North Main
Kalispell, MT 59901
(406) 758-5680



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FLATHEAD COUNTY

Montana

Shopping Cart: 0 Items [\$0.00]

[New Search](#) [Detail](#) [Payoff](#) [Help](#)

Assessor#: 0015790

Status: **Delinquent**

Type: RE

Owner: HANSEN KYLE

History:

Tax Year	Statement#	Bill Date	Bill Amount	Date Paid	** Paid Amount	Notes
2025	20462381	10/15/2025	\$1,270.56		\$0.00 \$0.00	
2024	35581	10/07/2024	\$1,398.30	10/6/2025 10/6/2025	\$777.24 \$742.26	
2023	202314583	09/29/2023	\$1,291.17	10/6/2025 10/6/2025	\$782.27 \$749.93	
2023	202389545	02/28/2024	\$53.81	10/6/2025	\$0.00 \$62.50	
2022	202233695	11/01/2022	\$1,143.06	4/6/2023 9/5/2023	\$571.54 \$602.01	
2021	202133287	11/01/2021	\$1,065.43	12/7/2021 7/20/2022	\$547.90 \$552.25	

**** Paid Amount may include penalty & interest**

Note: The accuracy of this data is not guaranteed. Only one search criterion is required (e.g. Parcel # or Owner Name). Entering additional criteria can result in an incomplete search.

Property Tax data was last updated 04/30/2026 12:30 PM.

Send Payment To:
Flathead County Treasurer
290 A North Main
Kalispell, MT 59901
(406) 758-5680



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FLATHEAD COUNTY

Montana

Shopping Cart: 0 Items [\$0.00]

[New Search](#) [Detail](#) [Payoff](#) [Help](#)

Assessor#: 0015791

Status: **Delinquent**

Type: RE

Owner: HANSEN KYLE

History:

Tax Year	Statement#	Bill Date	Bill Amount	Date Paid	** Paid Amount	Notes
2025	20462382	10/15/2025	\$1,772.10		\$0.00 \$0.00	
2024	35582	10/07/2024	\$2,438.34	10/6/2025 10/6/2025	\$1,355.33 \$1,294.34	
2023	202314584	09/29/2023	\$2,445.79	10/6/2025 10/6/2025	\$1,481.76 \$1,420.58	
2023	202389546	02/28/2024	\$113.48	10/6/2025	\$0.00 \$131.83	
2022	202233696	11/01/2022	\$1,558.77	4/6/2023 4/6/2023	\$779.40 \$779.37	
2021	202133288	11/01/2021	\$1,562.96	12/7/2021 7/20/2022	\$803.76 \$810.14	

**** Paid Amount may include penalty & interest**

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Property Tax data was last updated 04/30/2026 12:30 PM.

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Kalispell, MT 59901
(406) 758-5680



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Flathead County Treasurer
Adele Krantz, Treasurer
 290 A North Main
 Kalispell, MT 59901
 (406) 758-5680
https://flatheadcounty.gov/property_tax

County Tax Bill

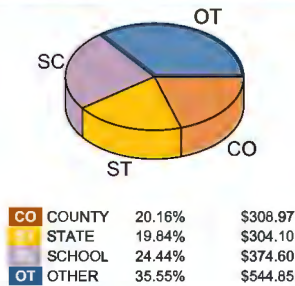
Tax Year 2025

7559*19**G50**0.67**3/4*****AUTO**5-DIGIT 59901
 HANSEN KYLE
 3390 WHITEFISH STAGE
 KALISPELL MT 59901-6727

Assessor #:	0978321
Tax District	133444 / Whitefish Rural Elemen
Geo Code	07418412402607101
Mill Levy:	328.020
Market Value:	215,100
Real Estate:	916
Building & Improvements:	2,095
Personal Property:	0
Exemption:	0.00
Taxable Value:	3,011

Key Taxing Authority	Levy	Total Due	Key Taxing Authority	Levy	Total Due	Legal Description
911 GEN'L OBLIG BON	0.800	\$2.40	WHS BLDG RESERVE	0.350	\$1.06	SCT: 12 TWN: 30 N RNC: 22 W
AIRPORT	2.000	\$6.00	WHS DEBT SERVICE	14.940	\$44.98	EMERALD CONDO ON TR 58BC, S12, T30 N, R22 W, UNIT 1, 11%
AREA AGENCY ON AGIN	0.420	\$1.26	WHS GENERAL	0.750	\$2.26	COMMON AREA INTEREST
BOARD OF HEALTH	3.750	\$11.30	WHS TECHNOLOGY	1.100	\$3.32	Physical Address: 5895 US HIGHWAY 93 S UNIT 1
BRIDGE	1.650	\$4.96	WHS TRANSPORTATION	3.370	\$10.14	
CO PERM MED LEVY	7.550	\$22.74	WHS TUITION		\$987.67	
COMMUNITY COL. RET.	2.800	\$8.44	TOTAL LEVY	328.020	\$987.67	
COMP INSURANCE	4.650	\$14.00	OT FCSW Fee - Commercial		\$95.62	
COUNTY LIBRARY	4.020	\$12.10	OT FECC SPECIAL DIST		\$19.62	
COUNTY PARKS	1.010	\$3.04	OT SOIL & WATER CONSERV		\$3.61	
COUNTY PLANNING	0.810	\$2.44	OT STATE FORESTER		\$26.00	
COUNTY RETIREMENT	6.000	\$18.06	OT WFSH FIRE SERV AREAS		\$400.00	
COUNTYWIDE MOSQUIT	0.490	\$1.48	TOTAL TAX		\$1,532.52	
DISTRICT COURT	0.680	\$2.04				
ELEM GENERAL MAINT	33.000	\$99.36				
ELEM RETIREMENT	14.430	\$43.44				
EMS	0.890	\$2.58				
EQUALIZATION MILLAG	40.000	\$120.44				
EXTENSION	0.250	\$0.76				
FAIR	0.510	\$1.54				
FVCC ADULT EDUCATIO	0.990	\$2.98				
FVCC DEBT SERVICE	0.540	\$1.62				
FVCC GENERAL	6.530	\$19.66				
FVCC PERMIS MED LEV	3.290	\$9.82				
GENERAL	19.420	\$58.48				
GROUP INSURANCE	0.960	\$2.89				
HIGH SCH GEN MAINT	22.000	\$66.24				
HIGH SCH RETIREMENT	7.530	\$22.68				
JUVENILE DETENTION	0.460	\$1.38				
NOXIOUS WEEDS	0.860	\$2.58				
PERM SRS LEVY	0.510	\$1.54				
PORT AUTHORITY	0.900	\$2.70				
PUBLIC TRANSIT	0.400	\$1.20				
ROAD	15.770	\$47.48				
SD 44 ADULT ED	0.100	\$0.30				
SD 44 BLDG RESERVE	0.960	\$2.90				
SD 44 DEBT SERVICE	9.430	\$28.40				
SD 44 GENERAL	27.020	\$81.36				
SD 44 TECHNOLOGY	1.560	\$4.70				
SD 44 TRANSPORTATIO	3.310	\$9.96				
SD 44 TUITION	6.130	\$18.46				
SEARCH & RESCUE	0.950	\$2.86				
SHERIFF	25.000	\$75.28				
SPECIAL EMS PROGRA	1.910	\$5.76				
TRANSPORTATION	1.040	\$3.14				
UNIVERSITY MILLAGE	6.000	\$18.06				

Distribution Breakdown



This property may qualify for: Montana Disabled Veteran Property Tax Relief, Property Tax Assistance Program, Land Value Assistance Program and/or Elderly Homeowner's Tax Credit. Contact the, Department of Revenue at (406)758-5700 for further information.

2nd Half: \$766.25

2nd Half Due: 05/31/2026

DO NOT PAY THIS IF IT IS INCLUDED IN YOUR MORTGAGE PAYMENT

HANSEN KYLE
 3390 WHITEFISH STAGE
 KALISPELL MT 59901-6727

Assessor No: 0978321

NO SECOND HALF NOTICE WILL BE SENT. YOUR CHECK IS YOUR RECEIPT. STUBS MUST ACCOMPANY PAYMENT. FOR A COPY OF YOUR TAX RECEIPT INCLUDE A SELF ADDRESSED STAMPED ENVELOPE.

MAKE CHECK PAYABLE TO:
Adele Krantz
Flathead County Treasurer
 290A N MAIN ST
 KALISPELL, MT 59901-3946

PAYMENT MUST BE HAND DELIVERED, PAID ONLINE, OR POSTMARKED BY 5:00PM ON MAY 31, 2026

1st Half: \$766.27

1st Half Due: 11/30/2025

Full Year Total: \$1,532.52

Total Due Date: 11/30/2025

DO NOT PAY THIS IF IT IS INCLUDED IN YOUR MORTGAGE PAYMENT

HANSEN KYLE
 3390 WHITEFISH STAGE
 KALISPELL MT 59901-6727

Assessor No: 0978321

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MAKE CHECK PAYABLE TO:
Adele Krantz
Flathead County Treasurer
 290A N MAIN ST
 KALISPELL, MT 59901-3946

PAYMENT MUST BE HAND DELIVERED, PAID ONLINE, OR POSTMARKED BY 5:00PM ON NOV. 30, 2025



EFFECT OF FAILURE TO RECEIVE NOTICE - Penalty and interest will not be waived due to non-receipt of a tax bill.

DELINQUENT TAXES - Once a full year becomes delinquent, you must pay the year in full. If more than one tax year is delinquent, the most current year must be paid first per MCA 15-16-102.

ADDRESS CHANGES - The Plat Room processes address changes with a written request or email request. 406-758-5510

EXTENDED DUE DATES - If the date on which taxes are due falls on a holiday or Saturday, taxes may be paid without penalty or interest on or before 5 pm of the next business day in accordance with MCA 1-1-307.

PAYMENT PROCESSING - Please allow at least 2 weeks for mailed payments to be processed.

PAYING UNDER PROTEST - Payments under protest must be in writing and comply with the provisions of state law. These laws can be found in MCA 15-1-402 and 15-1-406. Protest forms are available upon request at the Treasurer's Office or online.

PROPERTY VALUATION - Property valuation staff may be visiting your property to conduct an on-site review for property tax purposes. You or your agent may want to be present. If you wish to make an appointment, contact your local Department of Revenue at (406)758-5700.

RETURNED CHECK FEE - A \$25 fee is charged on all returned checks and payment may be cancelled. Each account is then subject to applicable interest, penalty, costs and seizure by sheriff.

TAX BILL TIME TABLE - The 1st installment is due by 5:00 p.m. November 30th, and the 2nd installment is due no later than 5:00 p.m. on May 31st.

FOR SECURITY PURPOSES - International access to our website is restricted to the United States and Canada

INQUIRIES:

Address Changes - Plat Room - plat@flathead.mt.gov
Ownership Changes - Clerk and Recorder - (406) 758-5526
Property Assessment/Appraisal - (406) 758-5700
Exemptions - Department of Revenue - (406) 758-5700
School Taxes - Superintendent of Schools - (406) 758-5720
County Landfill - (406) 758-5910
BF or LK Solid Waste Fee - (406) 758-5910

WATER AND SEWER DISTRICTS:

Big Mountain Sewer - (406) 249-5669
Bigfork Water & Sewer - (406) 837-4566
Coram Water & Sewer - (406) 852-7352
Evergreen Water & Sewer - (406) 257-5861
Happy Valley Water & Sewer - (406) 730-1031
Hungry Horse Water & Sewer - (406) 387-5694
Lakeside County Water & Sewer - (406) 844-3881
Martin City County Water & Sewer - (406) 387-4360
Ranch County Water & Sewer - (406) 837-5461
Somers County Water & Sewer - (406) 857-2580
Whitefish County Water Dist - (406) 863-4820

Kalispell - (406)758-7700
Columbia Falls - (406)892-4391
Whitefish - (406) 863-2400

State Forester - Department of State Lands - (406) 751-2240

TV DISTRICTS:

Blacktail TV - (406) 249-3251
Swan Hill TV - (406) 314-8226

FIRE DISTRICTS:

Badrock Rural Fire - (406) 892-3145
Bigfork Fire - (406) 837-4590
Big Mountain Fire - (406) 862-3748
Blankenship Rural Fire - (406) 387-4349
Columbia Falls Rural Fire - (406) 892-3911
Coram/West Glacier Fire - (406) 387-4298
Office of Emergency Services (406)758-5560
Creston Fire - (406) 250-7396
Evergreen Fire - (406) 752-4636
Ferndale Fire - (406) 837-6900
Hungry Horse Fire - (406) 387-9111
Marion Fire - (406) 854-2828
Martin City Rural Fire - (406) 890-0652
Olney Rural Fire - (406) 881-2220
Smith Valley Fire - (406) 752-3548
Somers Fire - (406) 250-8225
South Kalispell Fire - (406) 257-2282
West Valley Fire - (406) 756-9878
Whitefish Fire Service Area (406) 863-2483

Please fold on perforation BEFORE tearing

Payments made after 5:00 pm on the due date must include penalty & interest. Call (406)758-5680 for correct amount.
Both installments can be paid together, but must be paid by the first installment due date to avoid late charges.

Mail payment to:

ADELE KRANTZ
FLATHEAD COUNTY TREASURER
290 A North Main St.
Kalispell, MT 59901

Bring payment to:

FLATHEAD COUNTY NORTH COMPLEX
PROPERTY TAX DEPARTMENT
290 A North Main St.
Kalispell, MT 59901

***Pay online by e-check (currently no fee)**

***Pay online by credit/debit card (3%fee)**
flatheadcounty.gov
*United States and Canada only
Phone - (406) 758-5680

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Flathead County Treasurer
Adele Krantz, Treasurer
290 A North Main
Kalispell, MT 59901
(406) 758-5680
https://flatheadcounty.gov/property_tax

County Tax Bill

Tax Year 2025

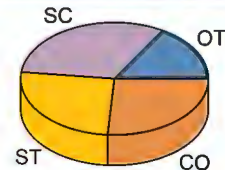
7558*19**G50**1.316**1/8*****AUTO**5-DIGIT 59901
HANSEN KYLE
3390 WHITEFISH STAGE
KALISPELL MT 59901-6727



Assessor #:	0015789
Tax District	133444 / Whitefish Rural Elemen
Geo Code	07418412402607102
Mill Levy:	328.020
Market Value:	380,400
Real Estate:	1,583
Building & Improvements:	3,743
Personal Property:	0
Exemption:	0.00
Taxable Value:	5,326

Key Taxing Authority	Levy	Total Due	Key Taxing Authority	Levy	Total Due	Legal Description
911 GENER OBLIG DOM	0.800	\$4.26	WHS BLDG RESERVE	0.350	\$1.86	SCT: 12 TWN: 30 N RNC: 22 W
AIRPORT	2.000	\$10.66	WHS DEBT SERVICE	14.940	\$79.56	EMERALD CONDO ON TR 5BBC, S12, T30 N, R22 W, UNIT 2, 19%
AREA AGENCY ON AGIN	0.420	\$2.24	WHS GENERAL	14.940	\$79.56	COMMON AREA INTEREST
BOARD OF HEALTH	3.750	\$19.98	WHS TECHNOLOGY	0.750	\$4.00	Physical Address: 5895 US HIGHWAY 93 S UNIT 2
BRIDGE	1.650	\$8.78	WHS TRANSPORTATION	1.100	\$5.86	
CO PERM MED LEVY	7.550	\$40.22	WHS TUITION	3.370	\$17.94	
COMMUNITY COL. RET.	2.800	\$14.92	TOTAL LEVY	328.020	\$1,747.04	
COMP INSURANCE	4.650	\$24.76	OT FCSW Fee - Residential		\$95.62	
COUNTY LIBRARY	4.020	\$21.40	OT FECC SPECIAL DIST		\$34.70	
COUNTY PARKS	1.010	\$5.38	OT SOIL & WATER CONSERV		\$6.39	
COUNTY PLANNING	0.810	\$4.32	OT STATE FORESTER		\$26.00	
COUNTY RETIREMENT	6.000	\$31.96	OT WFSH FIRE SERV AREAS		\$160.00	
COUNTYWIDE MOSQUIT	0.490	\$2.60	TOTAL TAX		\$2,089.75	
DISTRICT COURT	0.680	\$3.62				
ELEM GENERAL MAINT	33.000	\$175.76				
ELEM RETIREMENT	14.430	\$76.86				
EMS	0.890	\$4.74				
EQUALIZATION MILLAG	40.000	\$213.04				
EXTENSION	0.250	\$1.34				
FAIR	0.510	\$2.72				
FVCC ADULT EDUCATIO	0.990	\$5.28				
FVCC DEBT SERVICE	0.540	\$2.88				
FVCC GENERAL	6.530	\$34.78				
FVCC PERMIS MED LEV	3.290	\$35.04				
GENERAL	19.420	\$103.44				
GROUP INSURANCE	0.960	\$5.12				
HIGH SCH GEN MAINT	22.000	\$117.18				
HIGH SCH RETIREMENT	7.530	\$40.10				
JUVENILE DETENTION	0.460	\$2.44				
NOXIOUS WEEDS	0.860	\$4.58				
PERM SRS LEVY	0.510	\$2.72				
PORT AUTHORITY	0.900	\$4.80				
PUBLIC TRANSIT	0.400	\$2.12				
ROAD	15.770	\$84.00				
SD 44 ADULT ED	0.100	\$0.54				
SD 44 BLDG RESERVE	0.960	\$5.12				
SD 44 DEBT SERVICE	9.430	\$50.22				
SD 44 GENERAL	27.020	\$143.90				
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SD 44 TRANSPORTATIO	3.310	\$17.62				
SD 44 TUITION	8.130	\$32.84				
SEARCH & RESCUE	0.950	\$5.06				
SHERIFF	25.000	\$133.14				
SPECIAL EMS PROGRA	1.910	\$10.18				
TRANSPORTATION	1.040	\$5.54				
UNIVERSITY MILLAGE	6.000	\$31.96				

Distribution Breakdown



CO	COUNTY	26.16%	\$546.58
ST	STATE	25.74%	\$537.94
SC	SCHOOL	31.70%	\$662.52
OT	OTHER	16.40%	\$342.71

This property may qualify for: Montana Disabled Veteran Property Tax Relief, Property Tax Assistance Program, Land Value Assistance Program and/or Elderly Homeowner's Tax Credit. Contact the, Department of Revenue at (406)758-5700 for further information.

2nd Half: \$1,044.87

2nd Half Due: 05/31/2026

DO NOT PAY THIS IF IT IS INCLUDED IN YOUR MORTGAGE PAYMENT

HANSEN KYLE
3390 WHITEFISH STAGE
KALISPELL MT 59901-6727

Assessor No: 0015789

NO SECOND HALF NOTICE WILL BE SENT.
YOUR CHECK IS YOUR RECEIPT.
STUBS MUST ACCOMPANY PAYMENT. FOR A COPY OF YOUR TAX
RECEIPT INCLUDE A SELF ADDRESSED STAMPED ENVELOPE.

MAKE CHECK PAYABLE TO:
Adele Krantz
Flathead County Treasurer
290A N MAIN ST
KALISPELL, MT 59901-3946

PAYMENT MUST BE HAND DELIVERED, PAID ONLINE,
OR POSTMARKED BY 5:00PM ON MAY 31, 2026

1st Half: \$1,044.88

1st Half Due: 11/30/2025

Full Year Total: \$2,089.75

Total Due Date: 11/30/2025

DO NOT PAY THIS IF IT IS INCLUDED IN YOUR MORTGAGE PAYMENT

HANSEN KYLE
3390 WHITEFISH STAGE
KALISPELL MT 59901-6727

Assessor No: 0015789

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PAYMENT MUST BE HAND DELIVERED, PAID ONLINE,
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EFFECT OF FAILURE TO RECEIVE NOTICE - Penalty and interest will not be waived due to non-receipt of a tax bill.

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ADDRESS CHANGES - The Plat Room processes address changes with a written request or email request. 406-758-5510

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PROPERTY VALUATION - Property valuation staff may be visiting your property to conduct an on-site review for property tax purposes. You or your agent may want to be present. If you wish to make an appointment, contact your local Department of Revenue at (406)758-5700.

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TAX BILL TIME TABLE - The 1st installment is due by 5:00 p.m. November 30th, and the 2nd installment is due no later than 5:00 p.m. on May 31st.

FOR SECURITY PURPOSES - International access to our website is restricted to the United States and Canada

INQUIRIES:

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Property Assessment/Appraisal - (406) 758-5700
Exemptions - Department of Revenue - (406) 758-5700
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Please fold on perforation BEFORE tearing

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Both installments can be paid together, but must be paid by the first installment due date to avoid late charges.

Mail payment to:

ADELE KRANTZ
FLATHEAD COUNTY TREASURER
290 A North Main St.
Kalispell, MT 59901

Bring payment to:

FLATHEAD COUNTY NORTH COMPLEX
PROPERTY TAX DEPARTMENT
290 A North Main St.
Kalispell, MT 59901

***Pay online by e-check (currently no fee)**

***Pay online by credit/debit card (3%fee)**
flatheadcounty.gov
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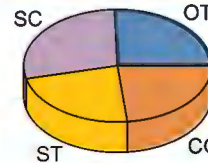
County Tax Bill

Tax Year 2025

7558*19**G50**1.316**3/8*****AUTO**5-DIGIT 59901
 HANSEN KYLE
 3390 WHITEFISH STAGE
 KALISPELL MT 59901-6727

Assessor #:	0015790
Tax District	133444 / Whitefish Rural Elemen
Geo Code	07418412402607103
Mill Levy:	328.020
Market Value:	206,200
Real Estate:	916
Building & Improvements:	1,970
Personal Property:	0
Exemption:	0.00
Taxable Value:	2,886

Key Taxing Authority	Levy	Total Due	Key Taxing Authority	Levy	Total Due	Legal Description
911 GEN'L OBLIG BON	0.800	\$2.30	WHS BLDG RESERVE	0.350	\$1.00	SCT: 12 TWN: 30 N RNC: 22 W
AIRPORT	2.000	\$5.78	WHS DEBT SERVICE	14.940	\$43.12	EMERALD CONDO ON TR 5BBC, S12, T30 N, R22 W, UNIT 3, 11%
AREA AGENCY ON AGIN	0.420	\$1.22	WHS GENERAL	14.940	\$43.12	COMMON AREA INTEREST
BOARD OF HEALTH	3.750	\$10.82	WHS TECHNOLOGY	0.750	\$2.16	Physical Address: 5895 US HIGHWAY 93 S UNIT 3
BRIDGE	1.650	\$4.76	WHS TRANSPORTATION	1.100	\$3.18	
CO PERM MED LEVY	7.550	\$21.78	WHS TUITION	3.370	\$9.72	
COMMUNITY COL. RET.	2.800	\$8.08	TOTAL LEVY	328.020	\$946.67	
COMP INSURANCE	4.650	\$13.42	OT FCSW Fee - Commercial		\$95.62	
COUNTY LIBRARY	4.020	\$11.60	OT FECC SPECIAL DIST		\$18.81	
COUNTY PARKS	1.010	\$2.92	OT SOIL & WATER CONSERV		\$3.46	
COUNTY PLANNING	0.810	\$2.34	OT STATE FORESTER		\$26.00	
COUNTY RETIREMENT	6.000	\$17.32	OT WFSH FIRE SERV AREAS		\$160.00	
COUNTYWIDE MOSQUIT	0.490	\$1.42	TOTAL TAX		\$1,270.56	
DISTRICT COURT	0.680	\$1.96				
ELEM GENERAL MAINT	33.000	\$95.24				
ELEM RETIREMENT	14.430	\$41.64				
EMS	0.890	\$2.56				
EQUALIZATION MILLAG	40.000	\$115.44				
EXTENSION	0.250	\$0.72				
FAIR	0.510	\$1.48				
FVCC ADULT EDUCATIO	0.990	\$2.86				
FVCC DEBT SERVICE	0.540	\$1.56				
FVCC GENERAL	6.530	\$18.84				
FVCC PERMIS MED LEV	3.290	\$9.88				
GENERAL	19.420	\$56.04				
GROUP INSURANCE	0.960	\$2.76				
HIGH SCH GEN MAINT	22.000	\$63.50				
HIGH SCH RETIREMENT	7.530	\$21.74				
JUVENILE DETENTION	0.460	\$1.32				
NOXIOUS WEEDS	0.860	\$2.48				
PERM SRS LEVY	0.510	\$1.48				
PORT AUTHORITY	0.900	\$2.60				
PUBLIC TRANSIT	0.400	\$1.16				
ROAD	15.770	\$45.52				
SD 44 ADULT ED	0.100	\$0.28				
SD 44 BLDG RESERVE	0.960	\$2.76				
SD 44 DEBT SERVICE	9.430	\$27.22				
SD 44 GENERAL	27.020	\$77.98				
SD 44 TECHNOLOGY	1.560	\$4.50				
SD 44 TRANSPORTATIO	3.310	\$9.56				
SD 44 TUITION	6.130	\$17.70				
SEARCH & RESCUE	0.950	\$2.74				
SHERIFF	25.000	\$72.15				
SPECIAL EMS PROGRA	1.910	\$5.52				
TRANSPORTATION	1.040	\$3.00				
UNIVERSITY MILLAGE	6.000	\$17.32				



This property may qualify for: Montana Disabled Veteran Property Tax Relief, Property Tax Assistance Program, Land Value Assistance Program and/or Elderly Homeowner's Tax Credit. Contact the, Department of Revenue at (406)758-5700 for further information.

2nd Half: \$635.27

2nd Half Due: 05/31/2026

DO NOT PAY THIS IF IT IS INCLUDED IN YOUR MORTGAGE PAYMENT

HANSEN KYLE
 3390 WHITEFISH STAGE
 KALISPELL MT 59901-6727

Assessor No: 0015790

NO SECOND HALF NOTICE WILL BE SENT. YOUR CHECK IS YOUR RECEIPT. STUBS MUST ACCOMPANY PAYMENT. FOR A COPY OF YOUR TAX RECEIPT INCLUDE A SELF ADDRESSED STAMPED ENVELOPE.

MAKE CHECK PAYABLE TO:
Adele Krantz
Flathead County Treasurer
 290A N MAIN ST
 KALISPELL, MT 59901-3946

PAYMENT MUST BE HAND DELIVERED, PAID ONLINE, OR POSTMARKED BY 5:00PM ON MAY 31, 2026

1st Half: \$635.29

1st Half Due: 11/30/2025

Full Year Total: \$1,270.56

Total Due Date: 11/30/2025

DO NOT PAY THIS IF IT IS INCLUDED IN YOUR MORTGAGE PAYMENT

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 3390 WHITEFISH STAGE
 KALISPELL MT 59901-6727

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EFFECT OF FAILURE TO RECEIVE NOTICE - Penalty and interest will not be waived due to non-receipt of a tax bill.

DELINQUENT TAXES - Once a full year becomes delinquent, you must pay the year in full. If more than one tax year is delinquent, the most current year must be paid first per MCA 15-16-102.

ADDRESS CHANGES - The Plat Room processes address changes with a written request or email request. 406-758-5510

EXTENDED DUE DATES - If the date on which taxes are due falls on a holiday or Saturday, taxes may be paid without penalty or interest on or before 5 pm of the next business day in accordance with MCA 1-1-307.

PAYMENT PROCESSING - Please allow at least 2 weeks for mailed payments to be processed.

PAYING UNDER PROTEST - Payments under protest must be in writing and comply with the provisions of state law. These laws can be found in MCA 15-1-402 and 15-1-406. Protest forms are available upon request at the Treasurer's Office or online.

PROPERTY VALUATION - Property valuation staff may be visiting your property to conduct an on-site review for property tax purposes. You or your agent may want to be present. If you wish to make an appointment, contact your local Department of Revenue at (406)758-5700.

RETURNED CHECK FEE - A \$25 fee is charged on all returned checks and payment may be cancelled. Each account is then subject to applicable interest, penalty, costs and seizure by sheriff.

TAX BILL TIME TABLE - The 1st installment is due by 5:00 p.m. November 30th, and the 2nd installment is due no later than 5:00 p.m. on May 31st.

FOR SECURITY PURPOSES - International access to our website is restricted to the United States and Canada

INQUIRIES:

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290 A North Main St.
Kalispell, MT 59901

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County Tax Bill

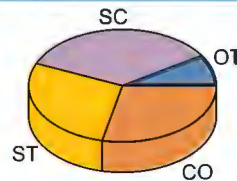
Tax Year 2025

7558*19**G50**1.316**5/8*****AUTO**5-DIGIT 59901
 HANSEN KYLE
 3390 WHITEFISH STAGE
 KALISPELL MT 59901-6727

Assessor #:	0015791
Tax District	133444 / Whitefish Rural Elemen
Geo Code	07418412402607104
Mill Levy:	328.020
Market Value:	351,115
Real Estate:	4,916
Building & Improvements:	0
Personal Property:	0
Exemption:	0.00
Taxable Value:	4,916

Key Taxing Authority	Levy	Total Due	Key Taxing Authority	Levy	Total Due	Legal Description
911 GENER OBLIG DOM	0.800	\$3.94	WHS BLDG RESERVE	0.350	\$1.72	SCT: 12 TWN: 30 N RNG: 22 W
AIRPORT	2.000	\$9.84	WHS DEBT SERVICE	14.940	\$73.44	EMERALD CONDO ON TR 5B8C, S12, T30 N, R22 W, UNIT 4, 59%
AREA AGENCY ON AGIN	0.420	\$2.06	WHS GENERAL	14.940	\$73.44	COMMON AREA INTEREST
BOARD OF HEALTH	3.750	\$18.44	WHS TECHNOLOGY	0.750	\$3.68	Physical Address: 5895 US HIGHWAY 93 S UNIT 4
BRIDGE	1.650	\$8.12	WHS TRANSPORTATION	1.100	\$5.40	
CO PERM MED LEVY	7.550	\$37.12	WHS TUITION	3.370	\$16.56	
COMMUNITY COL. RET.	2.800	\$13.76	TOTAL LEVY	328.020	\$1,612.55	
COMP INSURANCE	4.650	\$22.86	OT FCSW Fee - Residential		\$95.62	
COUNTY LIBRARY	4.020	\$19.76	OT FECC SPECIAL DIST		\$32.03	
COUNTY PARKS	1.010	\$4.96	OT SOIL & WATER CONSERV		\$5.90	
COUNTY PLANNING	0.810	\$3.98	OT STATE FORESTER		\$26.00	
COUNTY RETIREMENT	8.000	\$29.50	TOTAL TAX		\$1,772.10	
COUNTYWIDE MOSQUIT	0.490	\$2.40				
DISTRICT COURT	0.680	\$3.34				
ELEM GENERAL MAINT	33.000	\$162.23				
ELEM RETIREMENT	14.430	\$70.94				
EMS	0.890	\$4.38				
EQUALIZATION MILLAG	40.000	\$196.64				
EXTENSION	0.250	\$1.23				
FAIR	0.510	\$2.50				
FVCC ADULT EDUCATIO	0.990	\$4.86				
FVCC DEBT SERVICE	0.540	\$2.66				
FVCC GENERAL	6.530	\$32.10				
FVCC PERMIS MED LEV	3.290	\$32.34				
GENERAL	19.420	\$95.47				
GROUP INSURANCE	0.960	\$4.72				
HIGH SCH GEN MAINT	22.000	\$108.16				
HIGH SCH RETIREMENT	7.530	\$37.02				
JUVENILE DETENTION	0.460	\$2.26				
NOXIOUS WEEDS	0.860	\$4.22				
PERM SRS LEVY	0.510	\$2.50				
PORT AUTHORITY	0.900	\$4.42				
PUBLIC TRANSIT	0.400	\$1.96				
ROAD	15.770	\$77.52				
SD 44 ADULT ED	0.100	\$0.50				
SD 44 BLDG RESERVE	0.960	\$4.72				
SD 44 DEBT SERVICE	9.430	\$46.36				
SD 44 GENERAL	27.020	\$132.84				
SD 44 TECHNOLOGY	1.560	\$7.66				
SD 44 TRANSPORTATIO	3.310	\$16.28				
SD 44 TUITION	6.130	\$30.14				
SEARCH & RESCUE	0.950	\$4.68				
SHERIFF	25.000	\$122.90				
SPECIAL EMS PROGRA	1.910	\$9.40				
TRANSPORTATION	1.040	\$5.12				
UNIVERSITY MILLAGE	6.000	\$29.50				

Distribution Breakdown



This property may qualify for: Montana Disabled Veteran Property Tax Relief, Property Tax Assistance Program, Land Value Assistance Program and/or Elderly Homeowner's Tax Credit. Contact the, Department of Revenue at (406)758-5700 for further information.

2nd Half: \$886.04

2nd Half Due: 05/31/2026

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HANSEN KYLE
 3390 WHITEFISH STAGE
 KALISPELL MT 59901-6727

Assessor No: 0015791

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 KALISPELL, MT 59901-3946

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 OR POSTMARKED BY 5:00PM ON MAY 31, 2026

1st Half: \$886.06

1st Half Due: 11/30/2025

Full Year Total: \$1,772.10

Total Due Date: 11/30/2025

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Debbie Pierson, Flathead County MT by NC

202000022207

Page: 1 of 2

Fees: \$14.00

8/4/2020 4:32 PM

AND WHEN RECORDED MAIL TO:

Kyle Hansen
3390 Whitefish Stage Rd
Kalispell, MT 59901

Filed for Record at Request of:
Insured Titles

Space Above This Line for Recorder's Use Only

Order No.: 915423-WHI

Parcel No.: 0978321

WARRANTY DEED

FOR VALUE RECEIVED,

Mike S. Maali

hereinafter called Grantor(s), do(es) hereby grant, bargain, sell and convey unto

Kyle Hansen

whose address is: **3390 Whitefish Stage Rd, Kalispell, MT 5901**

Hereinafter called the Grantee, the following described premises situated in **Flathead County, Montana**, to-wit:

UNIT 1 OF EMERALD CONDOMINIUM, AS CREATED BY DECLARATION OF UNIT OWNERSHIP RECORDED JANUARY 25,2019 AS INSTRUMENT NO. 2019-00001488, TOGETHER WITH AN UNDIVIDED INTEREST IN THE APPURTENANT COMMON ELEMENTS.

SAID CONDOMINIUM LOCATED ON THE FOLLOWING TRACT OF LAND:

A TRACT OF LAND SITUATED, LYING AND BEING IN THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 30 NORTH, RANGE 22 WEST, P.M.M., FLATHEAD COUNTY, MONTANA, KNOWN AS:

TRACT 1 OF CERTIFICATE OF SURVEY NO. 20186.

SUBJECT TO covenants, conditions, restrictions, provisions, easements and encumbrances apparent or of record.

TO HAVE AND TO HOLD the said premises, with its appurtenances unto the said Grantees and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all



encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: July 29, 2020,

Mike S. Maali
Mike S. Maali

STATE OF California)
COUNTY OF Orange)
SS.

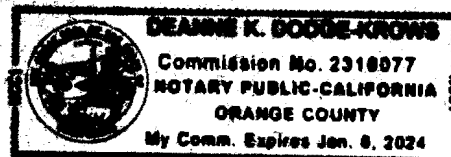
This instrument was acknowledged before me on July 29th, 2020, by **Mike S. Maali**.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

Deanne K. Dodge-Krows
Notary Public for the State of California
Residing at: Huntington Beach
My Commission Expires: 01/08/2024

State of California
County of Orange
Subscribed and sworn to (or affirmed) before me
on this 29th day of July,
2020 by Mike S. Maali

proved to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.
(Seal) Signature [Signature]





Debbie Pierson, Flathead County MT by AW

202100017708

Page: 1 of 2

Fees: \$14.00

5/21/2021 2:20 PM

AND WHEN RECORDED MAIL TO:

Kyle Hansen
3390 Whitefish Stage
Kalispell, MT 59901

Filed for Record at Request of:
Insured Titles

Space Above This Line for Recorder's Use Only

Order No.: 915435-WHI
Parcel No.: 0015789

WARRANTY DEED

FOR VALUE RECEIVED,

Alex Viken Keuylian

hereinafter called Grantor(s), do(es) hereby grant, bargain, sell and convey unto

Kyle Hansen

whose address is: **3390 Whitefish Stage, Kalispell, MT 59901**

Hereinafter called the Grantee, the following described premises situated in **Flathead County, Montana**, to-wit:

UNIT 2 OF EMERALD CONDOMINIUM, AS CREATED BY DECLARATION OF UNIT OWNERSHIP RECORDED JANUARY 25, 2019 AS INSTRUMENT NO. 2019-00001488, TOGETHER WITH AN UNDIVIDED INTEREST IN THE APPURTENANT COMMON ELEMENTS.

SAID CONDOMINIUM LOCATED ON THE FOLLOWING TRACT OF LAND:

A TRACT OF LAND SITUATED, LYING AND BEING IN THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 30 NORTH, RANGE 22 WEST, P.M.M., FLATHEAD COUNTY, MONTANA, KNOWN AS:

TRACT 1 OF CERTIFICATE OF SURVEY NO. 20186.

SUBJECT TO covenants, conditions, restrictions, provisions, easements and encumbrances apparent or of record.

TO HAVE AND TO HOLD the said premises, with its appurtenances unto the said Grantees and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all

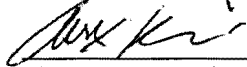
0015789

Approved 05/21/2021 tg



encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all lawful claims whatsoever.

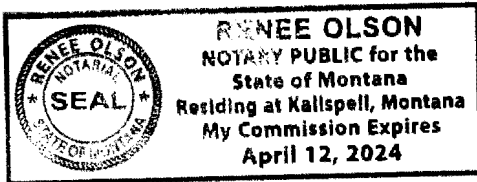
Dated: May 20, 2021

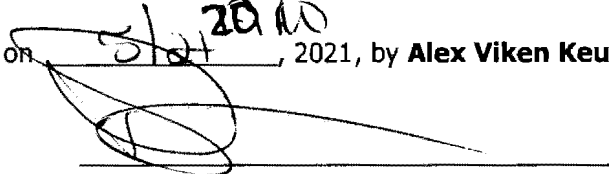


Alex Viken Keuylian

STATE OF Montana)
COUNTY OF Flathead)

This instrument was acknowledged before me on 5/21, 2021, by **Alex Viken Keuylian**.





Notary Public for the State of Montana
Residing at:
My Commission Expires:



Debbie Pierson, Flathead County MT by AW

202100018751

Page: 1 of 2

Fees: \$14.00

6/1/2021 12:26 PM

AND WHEN RECORDED MAIL TO:

Kyle Hansen
3390 Whitefish Stage
Kalispell, MT 59901

Filed for Record at Request of:
Insured Titles

Space Above This Line for Recorder's Use Only

Order No.: 915448-WHI
Parcel No.: 0015790

WARRANTY DEED

FOR VALUE RECEIVED,

Thaer GJ Mustafa

hereinafter called Grantor(s), do(es) hereby grant, bargain, sell and convey unto

Kyle Hansen

whose address is: **3390 Whitefish Stage, Kalispell, MT 59901**

Hereinafter called the Grantee, the following described premises situated in **Flathead County, Montana**, to-wit:

UNIT NO. 3, EMERALD CONDOMINIUM, CREATED BY DECLARATION OF UNIT OWNERSHIP RECORDED JANUARY 25, 2019 AS INSTRUMENT NO. 2019-000-01488, AND FIRST AMENDMENT TO AND COMPLETE RESTATEMENT OF THE DECLARATION OF CONDOMINIUM RECORDED FEBRUARY 21, 2019, AS INSTRUMENT NO. 2019-000-03328, SECOND AMENDMENT TO AND COMPLETE RESTATEMENT OF THE DECLARATION OF CONDOMINIUM RECORDED MAY 7, 2019, AS DOCUMENT NO. 2019-00-08445, LOCATED ON THE FOLLOWING TRACT OF LAND:

TRACT 1 OF CERTIFICATE OF SURVEY NO. 20186, SITUATED, LYING AND BEING IN THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 30 NORTH, RANGE 22 WEST, P.M.M., FLATHEAD COUNTY, MONTANA.

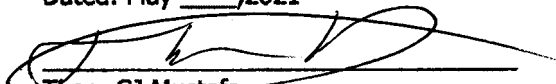
TOGETHER WITH A PERCENTILE INTEREST IN THE APPURTENANT COMMON ELEMENTS OF SAID CONDOMINIUM AS THE SAID UNIT AND COMMON AREAS ARE ESTABLISHED, DEFINED AND IDENTIFIED IN SAID DECLARATION OF UNIT OWNERSHIP AND EXHIBITS ATTACHED THERETO. SAID CONDOMINIUM IS FOR RESIDENTIAL PURPOSES ONLY.



SUBJECT TO covenants, conditions, restrictions, provisions, easements and encumbrances apparent or of record.

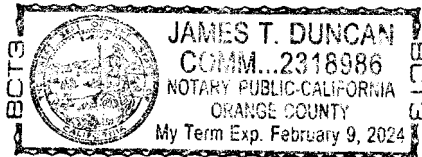
TO HAVE AND TO HOLD the said premises, with its appurtenances unto the said Grantees and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all lawful claims whatsoever.

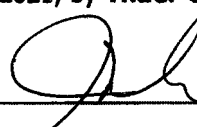
Dated: May 29, 2021


Thaer GJ Mustafa

STATE OF CA)
COUNTY OF Orange) ss.

This instrument was acknowledged before me on May 29, 2021, by **Thaer GJ Mustafa**.





Notary Public for the State
of CA
Residing at: Hunt Blvd CA
My Commission Expires: 2/9/2024



Debbie Pierson, Flathead County MT by NC

202100001201

Page: 1 of 2

Fees: \$14.00

1/11/2021 1:04 PM

AND WHEN RECORDED MAIL TO:

Kyle Hansen

3390 Whitefish Stage
Kalispell, MT 59901

Filed for Record at Request of:

Space Above This Line for Recorder's Use Only

Insured Titles

Order No.: 915464-WHI

Parcel No.: 0015791

WARRANTY DEED

FOR VALUE RECEIVED,

Joy E. Keuylian

hereinafter called Grantor(s), do(es) hereby grant, bargain, sell and convey unto

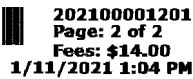
Kyle Hansenwhose address is: , 3390 Whitefish Stage, Kalispell, MT
59901Hereinafter called the Grantee, the following described premises situated in **Flathead County, Montana**, to-wit:

Unit No. 4 of Emerald Condominium, created by Declaration of Unit Ownership recorded January 25, 2019 as Instrument No. 201900001488, and First Amendment to and complete Restatement of the Declaration of Condominium recorded February 21, 2019, as Instrument No. 201900003328, Second Amendment to and complete Restatement of the Declaration of Condominium recorded May 7, 2019, as Document No. 201900008445, located on the following tract of land:

Tract 1 of Certificate of Survey No. 20186, situated lying and being in the Southeast Quarter of Section 12, Township 30 North, Range 22 West, P.M.M., Flathead County, Montana.

Together with the general and limited common elements appurtenant to said unit, in the percentages as set forth in said Declaration and Amendments, thereto, and as may be amended from time to time, subject to the rights as set forth in said Declarations and Amendments to changes in the percentage interest in said common elements by partial defeasance upon annexation of other areas to the project.

SUBJECT TO that certain Montana Trust Indenture dated November 8, 2019 and recorded November 13, 2019 as Instrument No. 2019-000-29361 in which the Grantee herein agrees to continue to pay according to its terms and conditions



SUBJECT TO covenants, conditions, restrictions, provisions, easements and encumbrances apparent or of record.

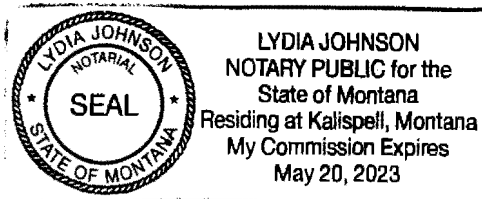
TO HAVE AND TO HOLD the said premises, with its appurtenances unto the said Grantees and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: January 11, 2021

Joy E. Kurylian

STATE OF Montana)
) ss.
COUNTY OF Flathead)

This instrument was acknowledged before me on January 11, 2021, by **Joy E. Keuylian**.



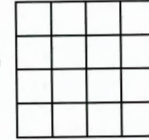
January 11, 2021, by **Joy E. Kevillian**.



Notary Public for the State of Montana
Residing at: _____
My Commission Expires: _____

12 30 22

SCALE 1" = 400'



THIS MAP IS PREPARED ONLY FOR THE ADMINISTRATIVE USE OF FLATHEAD COUNTY AND IS NOT NECESSARILY AN ACCURATE REPRESENTATION OF THE LOCATION OR EXISTENCE OF TRACTS OF RECORD, THEIR BOUNDARIES OR EASEMENTS AND ROADWAYS.

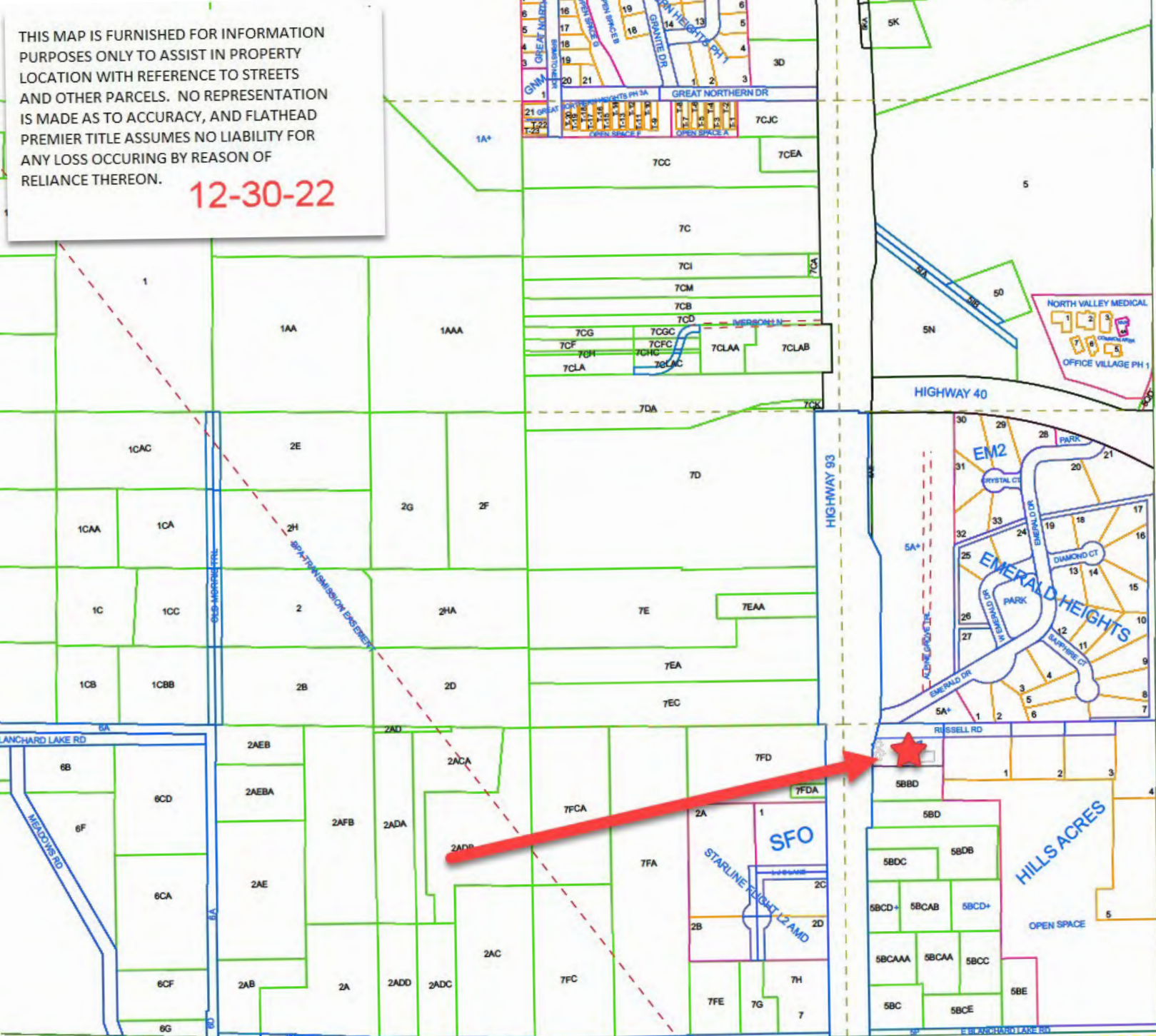
D.E.
 8000+ TO RTMT
 487284+ 8000
 488400+ 8000, 8000A
 501228+ 2A8
 501874+ 7C1
 504679+ 7C
 446078+ 80, 8C
 509140+ 30
 535841+ 2A8
 535844+ 2A8B, 2A8C
 544728+ 70CA
 544885+ 70A
 544889+ 70A

C.E.
 1300+ 7D RTMT
 1342+ 15A, 15C RTMT
 1804+ 2A8, 2A8C RTMT
 2173+ 2A8B RTMT
 2180+ 7H RTMT
 2207+ 2A8B RTMT
 2754+ 15B RTMT
 3011+ 2A8 RTMT
 3028+ 7C1, 7C2, 7C3 RTMT
 3135+ 2A8, 2A8C, 2A8B RTMT
 3202+ 80A, 80C RTMT
 3238+ 80A, 80C RTMT
 3284+ 80B RTMT
 3756+ 7C2, 7C3, 7C4 RTMT
 3854+ 7C RTMT
 3884+ 1, 1A, 2, 1C, 1D RTMT
 4004+ 3D RTMT
 4180+ 70A RTMT
 4400+ 1C, 1C1 RTMT
 4500+ 80A, 80C, 80D, 80E, 80F, 80G, 80H, 80I, 80J, 80K, 80L, 80M, 80N, 80O, 80P, 80Q, 80R, 80S, 80T, 80U, 80V, 80W, 80X, 80Y, 80Z RTMT
 4882+ 7F, 7F1 RTMT
 4887+ 2A8, 2A8C RTMT
 5008+ 3B RTMT
 5108+ 70A, 70C, 70D, 70E, 70F, 70G, 70H, 70I, 70J, 70K, 70L, 70M, 70N, 70O, 70P, 70Q, 70R, 70S, 70T, 70U, 70V, 70W, 70X, 70Y, 70Z RTMT
 5804+ 7C, 7C1, 7C2, 7C3, 7C4, 7C5, 7C6, 7C7, 7C8, 7C9, 7CA, 7CB, 7CC, 7CD, 7CE, 7CF, 7CG, 7CH, 7CI, 7CJ, 7CK, 7CL, 7CM, 7CN, 7CO, 7CP, 7CQ, 7CR, 7CS, 7CT, 7CU, 7CV, 7CW, 7CX, 7CY, 7CZ RTMT
 5809+ 2A8B, 2A8B RTMT
 5817+ 7C, 7C1, 7C2, 7C3, 7C4, 7C5, 7C6, 7C7, 7C8, 7C9, 7CA, 7CB, 7CC, 7CD, 7CE, 7CF, 7CG, 7CH, 7CI, 7CJ, 7CK, 7CL, 7CM, 7CN, 7CO, 7CP, 7CQ, 7CR, 7CS, 7CT, 7CU, 7CV, 7CW, 7CX, 7CY, 7CZ RTMT
 5822+ 1B, 1B1, 1B2, 1B3 RTMT
 5828+ 1C, 1C1 RTMT
 5834+ 80C, 80D, 80E, 80F, 80G, 80H, 80I, 80J, 80K, 80L, 80M, 80N, 80O, 80P, 80Q, 80R, 80S, 80T, 80U, 80V, 80W, 80X, 80Y, 80Z RTMT
 6410+ 80, 80C RTMT
 6440+ 80C, 80D, 80E, 80F, 80G, 80H, 80I, 80J, 80K, 80L, 80M, 80N, 80O, 80P, 80Q, 80R, 80S, 80T, 80U, 80V, 80W, 80X, 80Y, 80Z RTMT
 6818+ 3C1 RTMT
 6704+ 1C1 RTMT
 6887+ 3 RTMT
 7242+ 7A, 7A1 RTMT
 7488+ 1C1, 1C1 RTMT
 7510+ 1C1, 1C1 RTMT
 7584+ 1C1, 1C1 RTMT
 7609+ 3, 3C RTMT
 7709+ 7C1 RTMT
 7813+ 80C, 80D, 80E, 80F, 80G, 80H, 80I, 80J, 80K, 80L, 80M, 80N, 80O, 80P, 80Q, 80R, 80S, 80T, 80U, 80V, 80W, 80X, 80Y, 80Z RTMT
 7820+ 7C1, 7C2, 7C3, 7C4, 7C5, 7C6, 7C7, 7C8, 7C9, 7CA, 7CB, 7CC, 7CD, 7CE, 7CF, 7CG, 7CH, 7CI, 7CJ, 7CK, 7CL, 7CM, 7CN, 7CO, 7CP, 7CQ, 7CR, 7CS, 7CT, 7CU, 7CV, 7CW, 7CX, 7CY, 7CZ RTMT
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 8130+ 2A8, 2A8C, 2A8B RTMT
 8277+ 3B, 3B1 RTMT
 8522+ 1C, 1C1 RTMT
 8523+ 1B, 1B1 RTMT
 8524+ 1B, 1B1 RTMT
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 4200+ 7, 7D



12-30-22

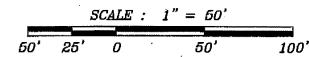


By: SANDS SURVEYING, Inc.
2 Village Loop
Kalispell, MT 59901
(406) 755-6481

CERTIFICATE OF SURVEY

in SE1/4 SEC. 12, T.30N., R.22W., P.M.M., FLATHEAD COUNTY, MONTANA

JOB NO: 395506
DRAWING DATE: JULY 17, 2015
COMPLETED DATE: 1/22/2016
FOR: VIK
OWNERS: 5895 HWY 93S LLC
MONTANA DEPT. OF TRANSPORTATION



DESCRIPTION: PURPOSE: BOUNDARY LINE ADJUSTMENT

A TRACT OF LAND, SITUATED, LYING AND BEING IN THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 30 NORTH, RANGE 22 WEST, P.M.M., FLATHEAD COUNTY, MONTANA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS TO WIT:

TRACT 1: (INCLUDES PARCEL A)

BEGINNING at the southwest corner of Tract 1 of Certificate of Survey No. 9937 (records of Flathead County, Montana), which is a set iron pin on the easterly R/W of U.S. Highway 93; Thence along said R/W the following five (5) courses: N01°03'44"E 71.46 feet; N14°53'25"E 13.70 feet to a set iron pin; N32°42'11"W 9.85 feet to a set iron pin; N57°35'31"E 10.73 feet to a set iron pin and N14°53'25"E 83.54 feet to a set iron pin on the northerly R/W of a 80 foot private road and utility easement; Thence along said R/W N89°54'20"E 273.11 feet to a found iron pin; Thence leaving said R/W S01°01'21"W 181.15 feet to a found iron pin; Thence N89°46'11"W 299.93 feet to the point of beginning and containing 1.209 ACRES; Subject to and together with a 80 foot private road and utility easement as shown hereon; Subject to and together with all appurtenant easements of record.

PARCEL A: (BEING ADDED TO AND MADE A PART OF TRACT 1)

Commencing at the southwest corner of Tract 1 of Certificate of Survey No. 9937 (records of Flathead County, Montana), which is a set iron pin on the easterly R/W of U.S. Highway 93; Thence along said R/W the following two (2) courses: N01°03'44"E 71.46 feet and N14°53'25"E 13.70 feet to a set iron pin and THE TRUE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED; Thence continuing along said R/W the following two (2) courses: N32°42'11"W 9.85 feet to a set iron pin and N57°35'31"E 10.73 feet to a set iron pin; Thence leaving said R/W S14°53'25"W 14.63 feet to the point of beginning and containing 0.001 ACRES; Subject to and together with all appurtenant easements of record.

OWNERS' CERTIFICATION

"We hereby certify that the purpose of this division of land is to relocate common boundary lines between adjoining properties, and that no additional parcels are hereby created; therefore, this division of land is exempt from review as a subdivision pursuant to Section 76-3-207 (1) (a), M.C.A."

"divisions made outside of platted subdivisions for the purpose of relocating common boundary lines between adjoining properties"

ALSO

TRACT 1 is excluded from sanitation review by the Department of Environmental Quality pursuant to MCA 76-4-185 (2) (a) (ii) as a remainder of an original tract created by segregating a parcel from the tract for purposes of transfer because the remainder is 1 acre or larger and has an individual sewage system serving a discharge source that was in existence prior to April 29, 1993, and if required when installed, was approved pursuant to local regulations or MCA Title 76, Chapter 4.

Elaine Edwards
5895 HWY 93S LLC
By: *Elaine Edwards* MANAGING MEMBER

Robert S.H. Stapley
MONTANA DEPARTMENT OF TRANSPORTATION
By: *Robert S.H. Stapley*

CERTIFICATE OF SURVEY
THOMAS E. SANDS
7975 S

THOMAS E. SANDS 7975S

APPROVED: 9/11, 2015

Don H. B...
EXAMINING LAND SURVEYOR
REG. No. 6428S

STATE OF MONTANA) SS
COUNTY OF FLATHEAD)
FILED ON THE 22 DAY OF Jan., 2016
AT 2:07 PM PAID FEE 32.50

Debbie Pierson
CLERK & RECORDER
BY *Nora Christensen*
DEPUTY

INSTRUMENT REC. No. 201600001471

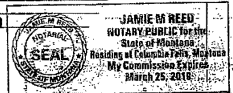
COS# 20186
201600001471 Fees: \$32.50 by: NC
by SANDS SURV
Date 1/22/2016 Time 2:07 PM
Debbie Pierson, Flathead County Montana

SHEET 1 OF 1 SHEETS

CERTIFICATE OF SURVEY No. 20186

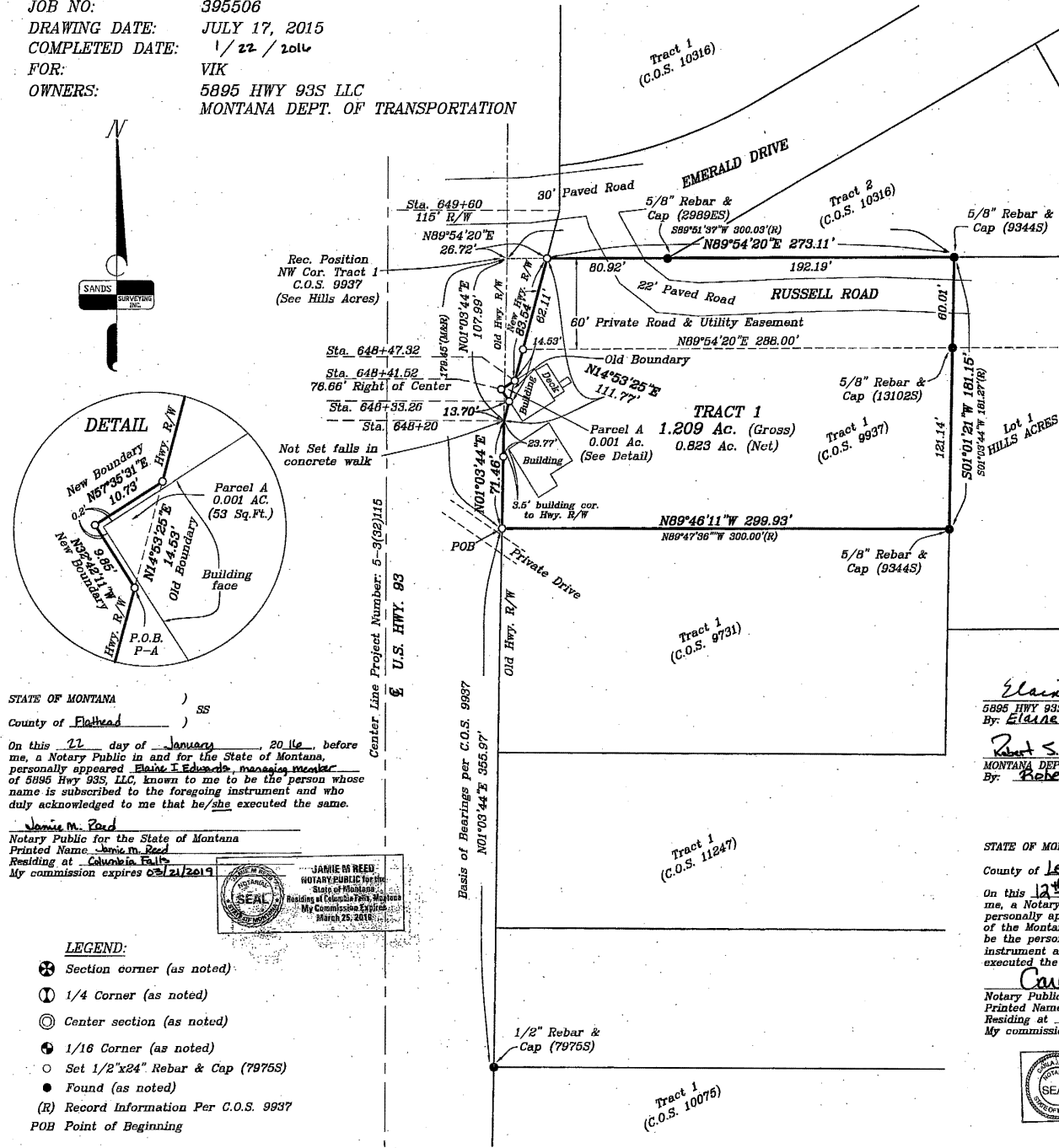
STATE OF MONTANA)
County of Flathead) SS
On this 22 day of January, 2016, before me, a Notary Public in and for the State of Montana, personally appeared *Elaine Edwards, managing member* of 5895 Hwy 93S, LLC, known to me to be the person whose name is subscribed to the foregoing instrument and who duly acknowledged to me that he/she executed the same.

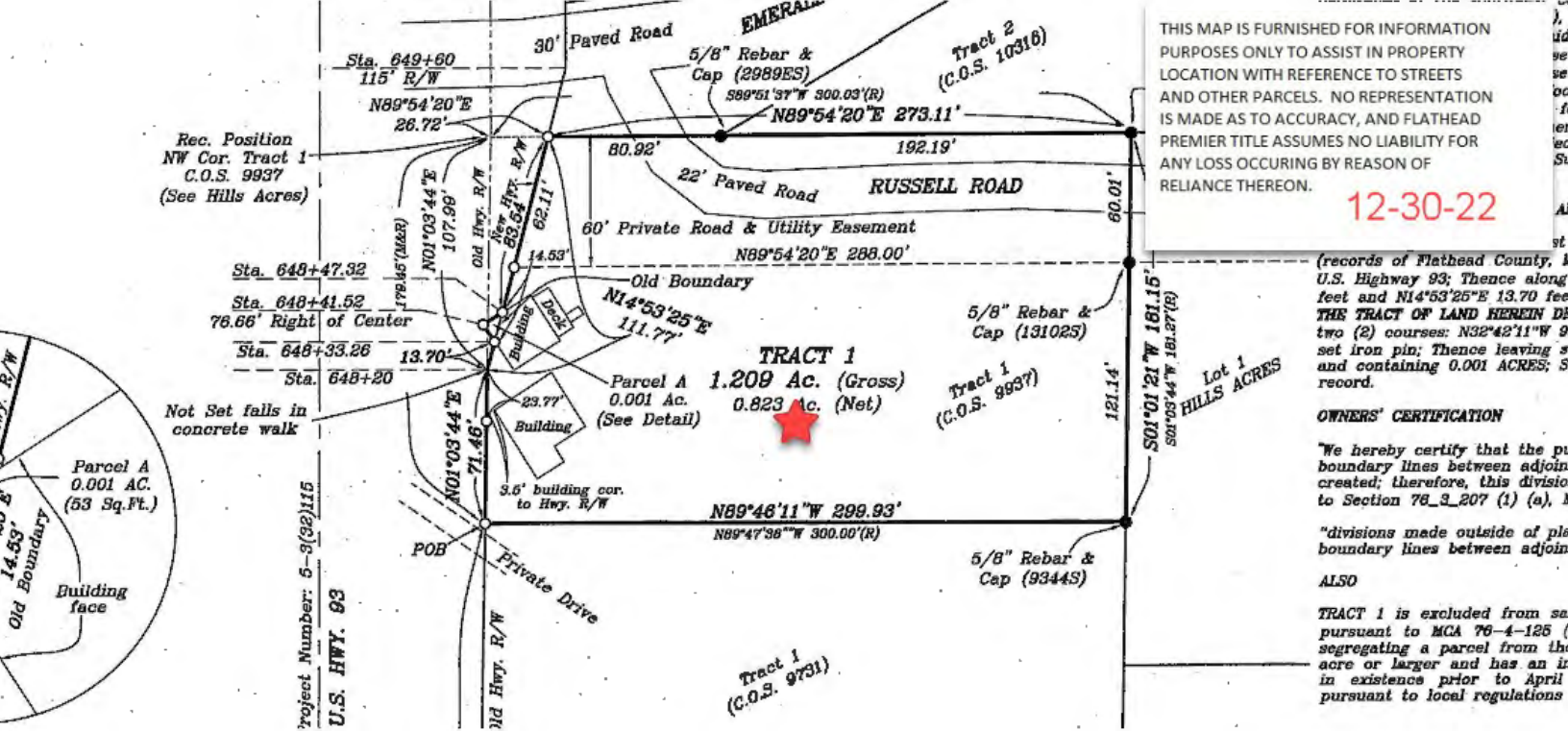
Jamie M. Reed
Notary Public for the State of Montana
Printed Name: *Jamie M. Reed*
Residing at: *Columbia Falls*
My commission expires: *03/21/2017*



LEGEND:

- ⊗ Section corner (as noted)
- ⊙ 1/4 Corner (as noted)
- ⊙ Center section (as noted)
- ⊙ 1/16 Corner (as noted)
- Set 1/2"x24" Rebar & Cap (7975S)
- Found (as noted)
- (R) Record Information Per C.O.S. 9937
- POB Point of Beginning





THIS MAP IS FURNISHED FOR INFORMATION PURPOSES ONLY TO ASSIST IN PROPERTY LOCATION WITH REFERENCE TO STREETS AND OTHER PARCELS. NO REPRESENTATION IS MADE AS TO ACCURACY, AND FLATHEAD PREMIER TITLE ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE THEREON.

12-30-22

(records of Flathead County, U.S. Highway 93; Thence along feet and N14°53'25"E 13.70 feet THE TRACT OF LAND HEREIN DE two (2) courses: N32°42'11"W 9 set iron pin; Thence leaving s and containing 0.001 ACRES; S record.

OWNERS' CERTIFICATION

"We hereby certify that the p boundary lines between adjoin created; therefore, this division to Section 78_3_207 (1) (a), M

"divisions made outside of pla boundary lines between adjoin

ALSO

TRACT 1 is excluded from sa pursuant to MCA 76-4-126 (segregating a parcel from the acre or larger and has an it in existence prior to April pursuant to local regulations

Return to:
Johnson, Berg & Saxby, PLLP
P.O. Box 3038
Kalispell, MT 59903-3038



Debbie Pierson, Flathead County MT by DD

201900001488

Page: 1 of 30

Fees: \$210.00

1/25/2019 11:19 AM

**DECLARATION OF CONDOMINIUM
FOR
EMERALD CONDOMINIUM**

JOY KEUYLIAN ("Declarant"), of PO Box 5270, Whitefish, Montana 59937, as owner of the Property the subject hereof does hereby make and submit for approval by the agent of the Montana Department of Revenue in Flathead County, Montana and to the office of the Clerk and Recorder of Flathead County, Montana, the following Declaration Pursuant to the Montana Unit Ownership Act, Sections 70-23-101, et seq., MCA. Declarant is the fee simple owner of all real property described hereinafter and submitted to the Montana Unit Ownership Act.

1. **Definition and Terms:** Unless the context expressly provides otherwise, the following definitions shall apply throughout this Declaration and in the interpretation thereof:
- a. **Association** means Emerald Condominium Association or such other Association the Unit Owners designate.
 - b. **Board of Directors** means the Board of Directors of the Association as more particularly defined in the Bylaws.
 - c. **Common Elements** means both General Common Elements and Limited Common Elements.
 - d. **Common Expenses** means expenses of administration, maintenance, repair, or replacement of Common Elements, expenses agreed upon by the Association, and expenses declared common by the Montana Unit Ownership Act.
 - e. **General Common Elements** has the same meaning as set forth in Section 70-23-102(7), MCA.
 - f. **Limited Common Elements** means those Common Elements reserved for the use of a certain Unit or number of Units to the exclusion of the other Units.
 - g. **Limited Expenses** means expenses associated with Limited Common Elements.

0978321

APPROVED 1/25/19 JF



- h. **Property** means all the land and all buildings, improvements, and structures on the land, and all easements, rights, and appurtenances belonging thereto which are submitted to the Montana Unit Ownership Act by this Declaration.
- i. **Unit** means the separate Units of Emerald Condominium. Each Unit is intended for independent use with a direct exit to a common area or areas leading to a public street together with an undivided interest in the Common Elements.
- j. **Unit Owner** means the person or entity owning a Unit in fee simple absolute or in any real estate tenancy recognized under the laws of Montana, including an undivided interest in both the land and improvements constituting the Property.

2. **Property Subject to Declaration:** The Property subject to this Declaration consists of the following land and improvements situation in City of Whitefish, County of Flathead, State of Montana:

Tract 1 of Certificate of Survey No. 20186 located in the SE¼ of Section 12, Township 30 North, Range 22 West, according to the map or plat thereof on file and of record in the office of the Flathead County Clerk and Recorder.

3. **Name and Description of Property:** The Property subject to this Declaration shall be known as Emerald Condominium. The Property consists of 1.209 acres on which a two (2) wood frame buildings exist One of the buildings has an area of 626 square feet on a single floor (Unit 1), and the other building has an area of 1,707 square feet on two (2) floors (Units 2 and 3). The property will contain a third building to be constructed in a building envelope designated as "Proposed Building" on the Site Plan attached hereto as Exhibit L.

Unit 1 – 626 square feet
Unit 2 – 1,107 square feet
Unit 3 – 600 square feet
Unit 4 – 3,573 square feet

The Units are depicted on Sheet Numbers A1 – A4 (5 sheets) attached hereto and more specifically described below.

For identification and descriptive purposes, the following Exhibits are attached and incorporated by this reference, into this Declaration:

UNIT 1:

Sheet No. A-2

EXHIBIT A – Elevation study depicting North Elevation of Unit 1.

EXHIBIT B – Elevation study depicting South Elevation of Unit 1.

EXHIBIT C – Elevation study depicting East Elevation of Unit 1.

EXHIBIT D – Elevation study depicting West Elevation of Unit 1.



EXHIBIT E1 – Unit 1 Floor plans depicting square footage of Unit 1.

UNITS 2 & 3:

Sheet No. A-3

EXHIBIT F – Elevation study depicting North Elevation of Units 2 and 3.

EXHIBIT G – Elevation study depicting South Elevation of Units 2 and 3.

EXHIBIT H – Elevation study depicting East Elevation of Units 2 and 3.

EXHIBIT I – Elevation study depicting West Elevation of Units 2 and 3.

EXHIBIT J1 – Unit 2 Floor plan depicting square footage of Unit 2.

EXHIBIT J2 – Unit 3 Floor plan depicting square footage of Unit 3.

UNIT 4:

Sheet No. A-4, pg. 1 - 2

EXHIBIT K – Unit 4 Floor Plan depicting the square footage of Unit 4.

EXHIBIT K1 – Elevation study depicting North Elevation of Unit 4.

EXHIBIT K2 – Elevation study depicting South Elevation of Unit 4.

EXHIBIT K3 – Elevation study depicting East Elevation of Unit 4.

EXHIBIT K4 – Elevation study depicting West Elevation of Unit 4.

CONCEPTUAL SITE PLAN:

Sheet No. A-1

EXHIBIT L – Conceptual Site Plan depicting building footprint, landscaping, parking and street approaches.

EXHIBIT M – Bylaws of Emerald Condominium Owners' Association.

Each Unit, together with its appurtenant undivided interest in the Common Elements, shall compromise one Unit, shall be inseparable, and may be conveyed, leased, devised, or encumbered only as a condominium Unit. Each Unit shall be bound as to both horizontal and vertical boundaries as shown on the floor plans set forth on the Exhibits attached hereto, subject to any encroachments contained in the building whether they exist now or are created by construction, settlement, or movement of the building or by permissible repairs, reconstruction, or alterations. Each Unit shall include all of the walls and partitions within the Unit's perimeter boundaries, the interior decorated or finished surfaces of all walls, flows, and ceilings within the Unit's perimeter boundaries, and all fixtures attached to the Property that are within the Unit's perimeter walls.

Each Unit Owner shall maintain the interior of its Unit and shall maintain all other areas, features, or parts of its Unit and all Property not otherwise maintained by the Association. Each Unit Owner shall maintain all fixtures and equipment located within its Unit and utilities serving that Unit. Each Unit Owner shall also



maintain and repair any appliances, such as air conditioning units, located in the exterior of his or her Unit. No Unit Owner shall permit any act or work to be performed on his or her Unit that will impair the structural soundness or integrity of the Unit or impair any easement or hereditament, and no Unit Owner shall allow any condition to exist which will adversely affect the other Units or Unit Owners. The Association shall maintain the utility lines and water lines up to the point of entry of those lines into Units.

Unit No. 4 as depicted on Exhibits K (Sheet A-4, pg. 1), K1, K2, K3, K4 (Sheet A-4, pg. 2) and L (Sheet A-1) is not yet constructed. It is Declarant's intention and therefore an integral provision hereof that the owner of Unit No. 4 may unilaterally and without the affirmative note of any other Owner(s) amend this Declaration for purposes of the following:

- a. To alter the size of Unit No. 4, which shall not exceed 5,000 square feet;
- b. To alter the location of Unit No. 4, no part of which shall extend west of the east line of the "Common Septic Field Area" depicted on Exhibit L (Sheet A-1);
- c. To alter the east, west, north, south elevations of Unit No. 4; and
- d. To alter the floor plan of Unit No. 4.

In no event shall the foregoing allow the Owner of Unit No. 4 to alter or amend the location or configuration of the parking adjacent to Unit No. 4 as depicted on Exhibit L (Sheet A-1).

4. **Appurtenances/Easements:** The Units shall include the following appurtenances, whether or not separately described, conveyed, or encumbered:

- a. Each Unit shall include an undivided interest in the Common Elements as set forth in Section 5 of this Declaration.
- b. Each Unit shall include Association membership and an undivided interest, as set forth in Section 5 of this Declaration, in the funds and assets held by the Association for the benefit of the Unit Owners.
- c. Each Unit shall benefit from the following easements:
 - i. An easement through the Common Elements for ingress and egress for all persons making use of the Common Elements in accordance with the terms of this Declaration, including all easements and rights-of-way of record at or before the recording of this Declaration. The Property, and all portions thereof, shall be subject to the easements as shown on any recorded plat affecting the Property as shown on the recorded plat.
 - ii. An easement is granted to the Emerald Condominium Owners Association (hereinafter "Association"), its officers, agents, employees, and assigns, through the Units and Common Elements for maintenance, repair, and replacement of any features or parts of the Units and Common Elements. Use of these easements, however, shall be limited to reasonable hours, except that access may be had at any time in case of emergency.
 - iii. An easement is granted to the Association, its officers, agents, employees, and assigns, to repair and maintain structural support for the benefit of the Common Elements for every portion of a Unit which contributes to the structural support of the buildings.



- iv. An easement is granted for encroachments and maintenance of encroachments of any portion of the Common Elements upon a Unit and easements for encroachments and maintenance of encroachments of any portion of a Unit upon the General Common Elements, the Limited Common Elements, or an adjoining Unit.

The encroachments and easements set forth in this Section 4 shall not constitute encumbrances either on the Common Elements or on the Units for purposes of marketability of title.

5. **General Common Elements:** The General Common Elements include, but are not limited to, the land specifically described in Section 2 of this Declaration, all buildings on the Property except the individual Units, all exterior doors, windows, screens, fences, roadways, curbs, gutters, sidewalks and landscaping amenities, and all other elements necessary for the safety, maintenance, and existence of the Property and all the buildings except for the individual Units and all those items listed in Section 70-23-103(7), MCA.

The owner of each Unit shall have an undivided interest in the common Elements, and corresponding liability for Common Expenses as follows:

<u>UNIT</u>	<u>PERCENTAGE INTEREST</u>
Unit No. 1	11%
Unit No. 2	19%
Unit No. 3	11%
Unit No. 4	59%
Total:	100%

6. **Limited Common Elements:** The Limited Common Elements are those Common Elements reserved for the use of fewer than all of the Unit Owners. Without limiting the foregoing, the Limited Common Elements shall include entrances, stoops, flues, chimneys, ducts, cables, conduits, public utility lines, water, sewer, electrical, gas, cable television lines, hot and cold water pipes (all such utility pipes and lines are Limited Common Elements where they service fewer than all of the Units; where they service all of the Units, they shall be General Common Elements), boilers, hot water tanks, and fixtures, or other portions of the building servicing only a particular Unit or less than all the Units, skylights, and the utilities and heating contained within such individual Unit to the exclusion of the use thereof by the Owners, except by invitation.

The parking spaces developed or to be developed east of Unit 4 shall be a Limited Common Element reserved for the use of the Owner of Unit 4 and its invitees. Russell Road, as depicted on Exhibit L (Sheet A-1), shall be a Limited Common Element for the use of the Owner of Unit 4 and its invitees.

The parking spaces developed or to be developed adjacent to Unit 1 shall be a Limited Common Element reserved for the use of the Owner of Unit 1 and its invitees. Russell Road, as depicted on Exhibit L (Sheet A-1), shall be a Limited Common Element for the use of the Owner of Unit 1 and its invitees.

The parking spaces developed or to be developed adjacent to Units 2 and 3 shall be a Limited Common Element reserved for the use of the Owners of Units 2 and 3 and their invitees. Russell Road, as depicted on



Exhibit L (Sheet A-1), shall be a Limited Common Element for the use of the Owner of Units 2 and 3 and their invitees.

Allocation of Limited Common Parking Areas for Units 2 & 3: The Association shall be empowered to allocate parking spaces adjacent to Units 2 and 3 to the Owners of Units 2 and 3 should any dispute arise as to the use of those Limited Common Elements, which determination shall be reduced to writing and filed with the Association records. Notwithstanding the foregoing, all parking spaces adjacent to and west of Unit No. 4 shall be a limited element appurtenant to Unit No. 4 to the exclusion of the other Unit owners, their guests and invitees, and all parking spaces adjacent to Unit 1 shall be a limited element appurtenant to Unit No. 1 to the exclusion of the other Unit owners, their guests and invitees.

7. **Use of Units and Elements:** The Units and Common Elements shall be occupied and used in accordance with the following:

- a. Each Unit Owner shall maintain and repair his or her Unit
- b. No Unit Owner shall permit any activity in any Unit or in the Common Elements which will increase the rate of insurance of the Property without the prior written consent of the Association. Furthermore, no Unit Owner shall permit any activity in any Unit or in the Common Elements which will result in the cancellation of insurance on the Property or which would be in violation of any law.
- d. No Unit Owner shall permit any nuisance or any practice which may be a source of annoyance to other Unit Owners or which interferes with the peaceful possession and proper use of the Property by the Unit Owners. No Unit Owner shall permit any immoral, improper, offensive, or unlawful use to be made of the Property. Each Unit Owner shall observe all valid laws, zoning ordinances, and regulations of all applicable governmental entities.
- e. No Unit Owner shall alter the Common Elements or permit the construction of anything within the Common Elements except upon the written consent of the Association. Nothing shall be permitted to be constructed in the Common Area designated as "Common Septic Field Area" and Exhibit L (Sheet A-1) and said area shall not be used for parking or storage of any kind.
- f. No Unit Owner shall permit any act in any Unit or in the Common Elements which will impair the structural integrity of the Property or will structurally change the Property except as otherwise provided in this Declaration.
- g. The Association shall maintain the exterior of all Common Elements and shall decorate and maintain all General Common Elements. No Unit Owner shall maintain, decorate, or landscape the exterior of the General Common Elements except by previous written authorization of the Association.
- h. Notwithstanding anything to the contrary contained herein, Unit Owners shall be entitled to cause signage to be placed in or on the exterior portion of the Unit Owners as approval by the City of Whitefish and in proportion to the relative size of the Unit (in relative to all other Units).
- i. Any question arising under the use restrictions set forth in this Section 1 may be referred to the Board of Directors of the Association. In addition, the Board of Directors may grant variances from the strict provisions and effect of these restrictions and covenants provided that any variance granted shall be granted only upon the written decision of a majority of the Board of Directors. All determinations



as to the construction and interpretation of the provisions included in this Declaration shall require the vote of a majority of the Board of Directors and shall be set forth in writing. All determinations as to the construction and interpretation of such provisions shall be final.

8. **Administration:** The administration of Emerald Condominium shall conform with the provisions of this Declaration and with the provisions of the Bylaws attached hereto as Exhibit M and by this reference incorporated herein.

The obligation of each Unit Owner to pay a percentage of the Common Expenses assessed by the Association shall commence immediately after the recording of the Declaration with the Clerk and Recorder of Flathead County, Montana.

The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of those features and parts of the Common Elements that the Association shall maintain in accordance with this Declaration. The Association shall maintain the fund from the regular assessments for Common Expenses.

9. **Revocation or Amendment of Declaration Provisions:** Neither the Unit Owners nor the Directors shall revoke or amend any of the provisions of this Declaration unless seventy-five percent (75%) of all Unit Owners agree to the revocation or Amendment by duly recorded instrument. The Board of Directors shall record all Amendments in the office of Clerk and Recorder of Flathead County, Montana. Notwithstanding the foregoing, the Owner of Unit No. 4 shall be entitled to unilaterally amend this Declaration to accurately reflect any deviation from the Exhibits appended hereto depicting Unit No. 4, which deviation shall be within the scope of Section 3 hereof and shall be memorialized by a written and recorded Amendment hereto depicting any such deviation.

10. **Assessments:** The Association shall levy assessments upon all Unit Owners for the purposes in the manner provided in the Bylaws of the Association. No Unit Owner may exempt him or herself from liability for the assessments by waiving his or her right to use or enjoy the Common elements or by abandonment to his or her Unit.

Assessments shall be made for the repair, replacement, general maintenance, management, and administration of the Common Elements, fees, costs, and expenses of the Manager, taxes for the Common Elements, if any, and for the Unit Owner's percentage share of any Special Improvement District assessments. Assessments shall be based upon and computed by using the percentage of interest that each Unit Owner has in the Common Elements.

Assessments may also be made for the payment of Limited Common Element expenses such that the Unit Owners are chargeable only for the expenses relating to their respective Units or building. Unit Owners shall share in the payment for Limited Expenses for the repair, maintenance, and replacement of Limited Common Elements of their respective Units in accordance with the percentage the Unit or Units have in Limited Common Elements for which the assessment is being made. If only one Unit is associated with the Limited Common Element(s) involved, the entire cost of such repair, maintenance, or replacement shall be borne by that Unit.



Assessments may also be made for any purpose contemplated by this Declaration and for any purpose set out in the Montana Unit Ownership Act.

In a voluntary conveyance of a Unit, the Grantee of the Unit shall be jointly and severally liable with the Grantor for all unpaid assessments by the Association against the latter for his or her share of the Common Expenses up to the time of the grant or conveyance without prejudice to the Grantee's right to recover from the Grantor the amounts paid by the Grantee therefor. However, any such Grantee shall be entitled to a statement from the Manager or Board of Directors of the Association, as the case may be, setting forth the amount of said unpaid assessments against the Grantor due the Association, and such Grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments made by the Association against the Grantor in excess of the amount therein set forth.

Any assessments, charges, costs, or fees provided for in this Declaration including, without limitation, any default assessment arising under the provisions of this Declaration, or any monthly or other installment thereof, which is not fully paid within thirty (30) days after the due date thereof shall bear interest from the due date at the highest rate of interest allowed pursuant to Montana law. Further, the Association may bring an action at law or in equity, or both, against any Owner personally obligated to pay such overdue assessments, charges, costs, or fees, or monthly or other installments thereof, and may also proceed to foreclose its lien against such Owner's Unit. An action at law or in equity by the Association against an Owner to recover a money judgment for unpaid assessments, charges, costs, or fees, or any monthly or other installment thereof, may be commenced and pursued by the Association without foreclosing or in any way waiving the Association's lien therefor. In the event any such assessment, charge, cost, or fee, or monthly or other installment thereof, is not fully paid when due and the Association shall commence such an action (or shall counterclaim or cross-claim for such relief in any action) against any Owner personally obligated to pay the same, or shall proceed to foreclose its lien against the particular Unit, all unpaid assessments, charges, and fees, and all unpaid monthly or other installments thereof, any and all late charges and accrued interest under this Paragraph, the Association's costs, expenses, and reasonable attorneys' fees incurred for preparing and recording any lien notice, and the Association's costs of suit, expenses, and reasonable attorneys' fees incurred for any such action and/or foreclosure proceedings shall be taxed by the Court as part of the costs of any such action or foreclosure proceeding and shall be recoverable by the Association from any Owner personally obligated to pay the same and from the proceeds of the foreclosure sale of such Owner's Unit. Foreclosure or attempted foreclosure by the Association of its lien shall not be deemed to estop or otherwise preclude the Association from thereafter again foreclosing or attempting to foreclose its lien for any subsequent assessments, charges, costs, or fees, or monthly or other installments thereof, which are not fully paid when due. The Association shall have the power and right to bid on or purchase any Unit at foreclosure or other legal sale and to acquire and hold, lease, mortgage, vote the Association votes appurtenant to ownership thereof, convey, or otherwise deal with the same.

The lien created pursuant to this Section 10 shall have priority to all other liens except: (a) liens for real estate taxes assessed against the Unit; and (b) any first mortgage or trust indenture of record. Any unpaid assessments, charges, costs, or fees provided for in the Declaration shall constitute a lien on the Unit of a delinquent Owner.



11. **Insurance:**

- a. The Board of Directors shall purchase comprehensive general liability and property damage insurance as promptly as possible following its election or appointment and shall maintain the insurance in force at all times. The Association shall pay the premiums out of the maintenance fund created pursuant to the Bylaws. The Board of Directors shall purchase insurance with coverage limits of at least \$2,000,000.00 for bodily injury, including death and property damage, arising out of a single occurrence. The Board of Directors shall purchase the insurance from reputable companies authorized to do business in the State of Montana. The policy or policies shall name as insured all the Unit Owners and the Association. The policy or policies shall insure against loss arising from perils in both the Common Elements and the Units and shall include contractual liability coverage to protect against liabilities as may arise under the contractual exposures of the Association or the Board of Directors
- b. The Board of Directors shall purchase fire and other hazard insurance as promptly as possible following its election or appointment and shall maintain the insurance in force at all times. The Board of Directors shall pay the premiums as Common Expenses out of the assessments collected pursuant to the Bylaws. The insurance shall cover all Common Elements and improvements and shall have coverage limits equal to 100% of the current replacement costs of the Property exclusive of land and other items normally excluded from coverage. The policy or policies shall provide for the issuance of certificates or endorsements as may be required. The policy or policies shall insure against loss from perils in both the Common Elements and the Units, except as they may be separately insured. The policy or policies shall contain extended coverage, vandalism, and malicious mischief endorsements. If reasonably available, the policy or policies shall contain a stipulated amount clause, determinable cash adjustment clause, or similar clause to permit a cash settlement covering specified value in the event of destruction of the Property and a decision not to rebuild. The policy or policies shall name as insured all of the Unit Owners and the Association. The policy or policies shall also cover any personal property owned in common by the Unit Owners and shall further contain a waiver of subrogation rights by the carrier as to negligent Unit Owners. Any casualty insurance policy obtained by the Association shall contain a provision prohibiting a reduction in the amount payable under the policy as a result of any casualty insurance proceeds payable to a Unit Owner under a separate policy procured by the Unit Owner.
- c. All Unit Owners shall obtain and at all times maintain a Condominium Unit Owner's insurance policy insuring any improvements made to the property within a Unit, any decorated or finished surfaces, any fixtures, any personal property of the Unit Owner, and personal liability. The Board of Directors or the Association may require all Unit Owners to provide to the Board or the Association certificates of such insurance or other evidence establishing compliance herewith.
- d. The Board of Directors may purchase and maintain in force debris removal insurance, fidelity bonds, and other insurance or bonds that it deems necessary.
- e. The Board of Directors is hereby appointed the attorney-in-fact for all Unit Owners to negotiate loss adjustment on the policy or policies carried under Subsections a, b, and d of this Section 11.

- f. If fire or other casualty damages or destroys any Unit or any portion of the Common Elements, all insurance proceeds paid in satisfaction of claims for any loss or losses shall be apportioned according to losses suffered by each Unit or the Common Elements and shall be paid to the Association as trustee for the Unit Owner. The insurance proceeds, whether or not subject to liens, and the proceeds of any special assessments as provided in this Declaration and the Bylaws shall be collected and disbursed by the trustee through a separate trust account on the following terms and conditions:
- i. Unless a majority of the Units and Common Elements are destroyed, all damaged or destroyed Units and Common Elements shall be repaired or rebuilt, and the Board of Directors shall immediately contract to repair or rebuild the damaged portions of the Unit or Units and the Common Elements substantially in accordance with the original plans and specifications for Emerald Condominium.
 - ii. If the Units and the Common Elements are substantially damaged or destroyed, the Board of Directors shall determine, by majority vote at a meeting duly called for that purpose, whether it will proceed with repair or reconstruction or whether the Property shall be distributed as provided for hereinbelow. In the event the Board of Directors votes to rebuild or repair, it shall prepare the necessary plans, specifications, and maps and shall execute the necessary documents to effect the reconstruction or repair as promptly as practicable and in a lawful and workmanlike manner. In the event the Board of Directors votes against rebuilding or repairing the Property, the proceeds, if any, of insurance carried by the Association shall be distributed to the Unit Owners in the proportions set forth in Section 5 hereof.
 - iii. If the Board of Directors votes to repair or reconstruct the Common Elements, and if there is a deficiency between the insurance proceeds paid for the damage to the Common Elements and the contract price for repairing or rebuilding the Common Elements, the Board of Directors shall levy a special assessment to pay the difference. Each Unit Owner shall pay the special assessments in the proportions set forth in Section 5 of this Declaration. If any Unit Owner shall fail to pay the special assessments within thirty (30) days after the levy thereof, the Board of Directors shall pay the difference from the fund for Common Expenses, and the remaining Unit Owners shall be entitled to the same remedies as those provided in Section 11 of this Declaration which covers defaults of any Unit Owner in the payment of assessments for Common Expenses.
- g. The Board of Directors may provide coverage for payment of maintenance charges which are abated on behalf of a Unit Owner whose Unit is rendered untenable by an insured peril. The maximum period of abatement of charges may not exceed four (4) months.
- h. The Board of Directors shall analyze insurance coverage at least every five (5) years from the date of this Declaration and shall revise the insurance program in accordance with its analysis, if necessary.
- i. The Association shall represent the Unit Owners in any condemnation proceedings or in negotiations, settlements, and agreements with a condemning authority for acquisition of any portion of the Common Elements. The Unit Owners hereby appoint the Association as their attorney-in-fact for

that purpose. If a condemning authority takes or acquires all or part of the Common Elements, the award or proceeds of settlement shall be payable to the Association or its designated trustee to be held in trust for the Unit Owners.

- j. Any restoration or repair of the Property after a partial condemnation or damage due to an insurable hazard shall conform with this Declaration and the original plans and specifications unless the Board of Directors votes otherwise.

12. **Default and Remedies:**

- a. Each Unit Owner, his or her successors and assigns, shall be governed by and shall comply with the terms of this Declaration and the Bylaws as adopted under Title 70, Chapter 23 of the Montana Code Annotated as well as all Amendments to this Declaration and the Bylaws as may be lawfully adopted from time to time.
- b. If any Unit Owner fails to comply with any of the terms of this Declaration or the Bylaws, the Association or other Unit Owners may commence a proceeding at law or in equity to enforce the provisions of the Declaration and the Bylaws.
- c. All Unit Owners shall be liable for the expense of their willful or negligent acts or the willful or negligent acts of their officers, employees, licensees, and invitees to the extent that those expenses are not covered by the proceeds of insurance carried by the Association. If the negligent or willful act of any of the foregoing persons causes the Association to incur repair or maintenance costs for any feature or part of the Common Elements, the Association shall assess those expenses against the Unit Owner which shall constitute a lien subject to foreclosure in accordance with Section 10 of this Declaration.
- d. In any proceeding to enforce the terms of this Declaration or the Bylaws, the prevailing party shall be entitled to recover its costs, charges, and expenses including reasonable attorneys' fees.
- e. Failure of the Association or a Unit Owner to enforce any provision in this Declaration or the Bylaws shall in no event constitute a waiver of the right to do so thereafter.
- f. All rights, remedies, and privileges granted to the Association or a Unit Owner pursuant to the provisions of this Declaration and the Bylaws shall be cumulative, and the exercise of any one or more shall not constitute an election of remedies nor shall it preclude the exercise of other and additional rights, remedies, or privileges granted by this Declaration or the Bylaws or by law.

13. **Miscellaneous:**

- a. The Association shall make available to all Unit Owners current copies of this Declaration, the Bylaws, and other books, records, and financial statements of the Association. Upon written request, the Association shall also make available to prospective purchaser's current copies of this Declaration, the Bylaws, and the most recent audited financial statement of the Association.

Upon written request from any Unit Owner, the Association shall prepare and furnish a financial statement for the immediately preceding fiscal year within a reasonable time.

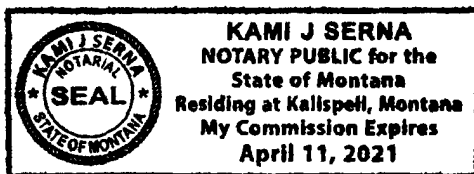
- b. All the provisions of this Declaration and of the Bylaws shall constitute covenants running with the land and any interest therein including, without limitation, every Unit and every Unit Owner, their successors and assigns. Every Unit and every Unit Owner, their successors and assigns, shall be bound by the provisions of this Declaration and the Bylaws.
- c. Each Unit, together with its interest in the Common Elements, shall be considered a parcel of real property subject to separate assessment and taxation by any taxing authority. The Property, the improvements, and the Common Elements shall not constitute a parcel of real property for purposes of taxation.
- d. This Declaration shall be terminated, if at all, in the manner provided in Sections 70-23-801 through 70-23-806 of the Montana Code Annotated.
- e. The County shall take no action which will adversely affect the rights of the Association with respect to the assurances against latent defects in the Property or other rights assigned to the Association, the members of the Association, their successors, and their assigns.
- f. Invalidation of any provision contained in this Declaration by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.

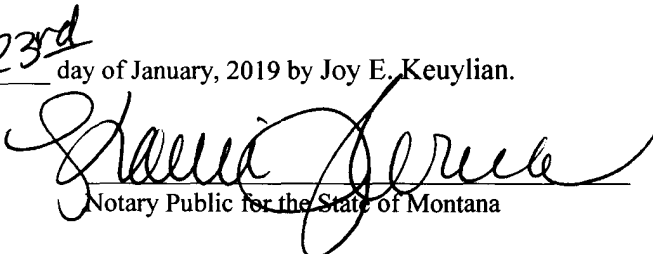
IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed this 23 day of January, 2019.


Joy E. Keuylian, Managing Member

STATE OF MONTANA)
) ss.
County of Flathead)

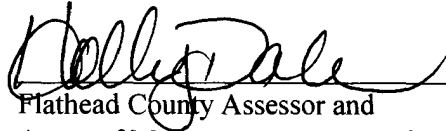
This instrument was acknowledged before me on the 23rd day of January, 2019 by Joy E. Keuylian.




Notary Public for the State of Montana

APPROVAL

25th The within and foregoing Declaration of Condominium for Emerald Condominium is hereby approved this day of January, 2019 pursuant to §70-23-304, MCA in that the name "Emerald Condominium" continues to be proper so as to comply with §70-23-303, MCA and all taxes and assessments due and payable have been paid upon the property submitted.



Flathead County Assessor and
Agent of Montana Department of Revenue



Plat Room
Flathead County, Montana
800 S. Main St.
Kalispell, MT 59901
(406)758-5510

This Form is for Certificate of Surveys Only

TAX SEARCH FOR CERTIFICATE OF SURVEYS:

BY : PR #
FOR : Joy Keuylian DATE 01/25/2019
DESCP : Emerald Condominium located on PURPOSE DUO
TR 5BBC in 12-30-20

YEARS

ASSESSOR #

2014 thru 2018

0978321

I hereby certify that there are no outstanding taxes on the property assigned the assessor numbers listed above, for the years indicated for each assessor number.

JAN 25 2019


Deputy Treasurer
(seal)



ARCHITECT'S CERTIFICATION

I, Lyle Hutson of Laguna Beach, California, am a registered and licensed architect who prepared the floor plans and plat and location drawings for the Emerald Condominium, being the condominium as described in the foregoing Declaration of Condominium for Emerald Condominium in Flathead County, Montana. Under the Montana Unit Ownership Act, I hereby certify:

1. That I have reviewed the floor plans attached to the Declaration and that they are an accurate copy of the plans filed with and approved by any governmental officers having jurisdiction to issue building permits.
2. That the floor plans attached fully and accurately depict the layout, location, Unit designation, and dimensions of each Unit of Emerald Condominium.

DATED this 16 day of January, 2019.

Lyle Hutson

STATE OF CALIFORNIA)
)ss.
County of Orange)

Lyle Hutson, being first duly sworn, deposes and says:

I am the licensed architect named in the foregoing Certificate; I have read said Certificate and know the contents thereof; and the same is true to my own knowledge,

DATED this 16 day of January, 2019.

Lyle Hutson

SUBSCRIBED AND SWORN before me this _____ day of January, 2019 by Lyle Hutson.

SEE ATTACHED CERTIFICATE
DATE 1-16-19 NOTARY INITIALS AE

Notary Public for the State of California

CALIFORNIA JURAT CERTIFICATE

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

201900001488
Page: 16 of 30
Fees: \$210.00
1/25/2019 11:19 AM

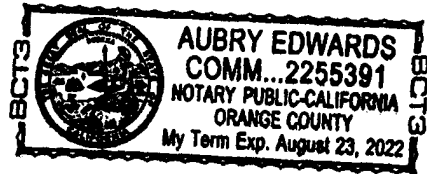
State of California
County of Orange

Subscribed and sworn to (or affirmed) before me on this

16 day of January, 2019

by Lyle Hutson
proved to me on the basis of satisfactory evidence to be the person(s) who
appeared before me.

Signature [Signature]



ADDITIONAL INFORMATION (OPTIONAL)

DESCRIPTION OF THE ATTACHED DOCUMENT

Architect's Cert

(Title or description of attached document)

(Title or description of attached document continued)

Number of pages 1 Document Date 1-16-19

(Additional information)

NOTARY PUBLIC CONTACT INFORMATION

The UPS Store
668 N Coast Hwy
Laguna Beach, CA 92651

949-494-4420 tel
949-494-9850 fax

store0120@theupsstore.com
www.TheUPSSStore.com/0120

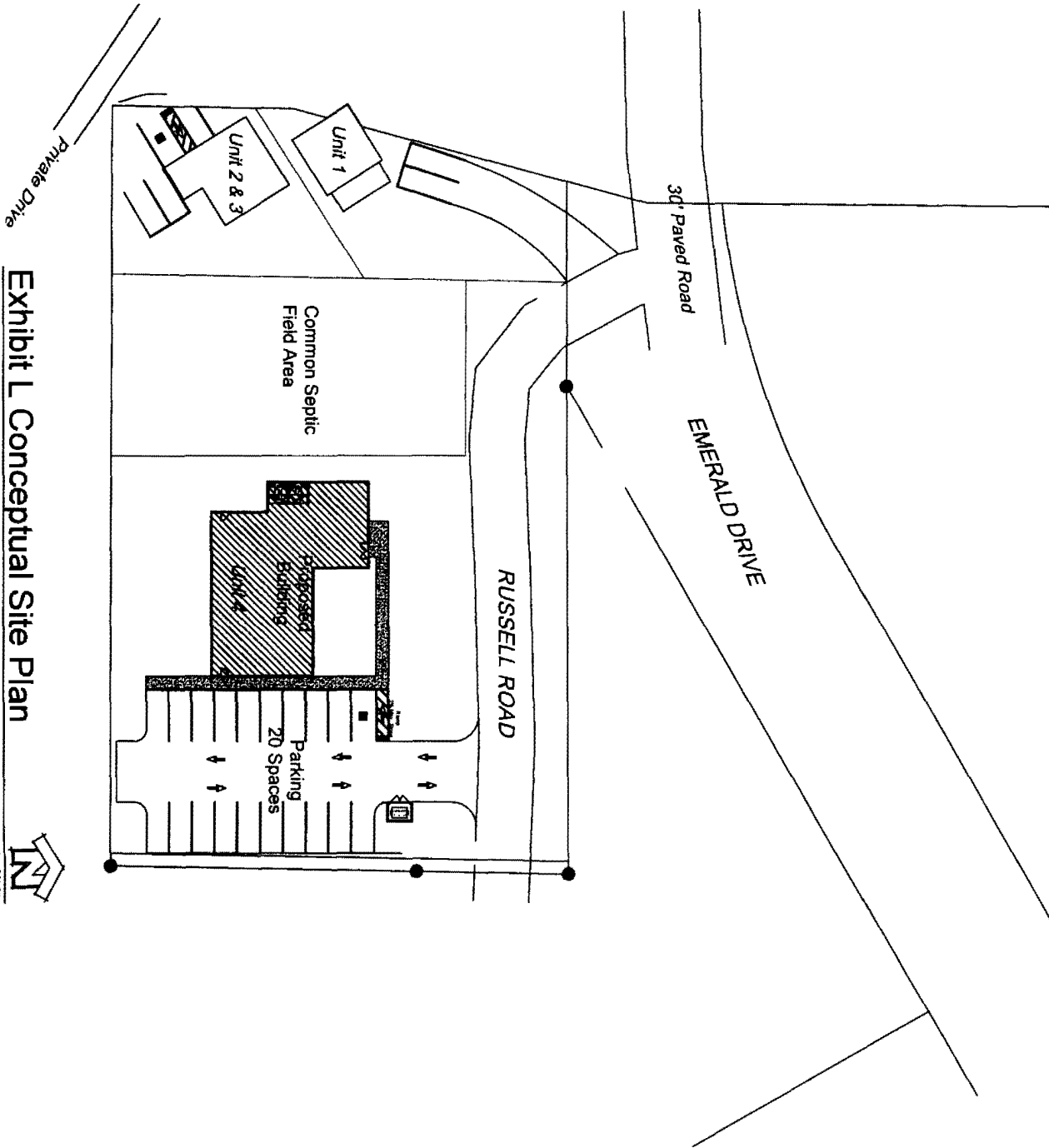


Exhibit L Conceptual Site Plan



1" = 60'-0"

THE EMERALD CONDOMINIUMS: 5895 HWY 93 S. WHITEFISH, MT 59937		HUTSON & PARTNERS 305 NORTH COAST HIGHWAY, SUITE L LAGUNA BEACH, CALIFORNIA 92651 TEL: (949) 715-4062	Architect Stamp
Project Location: 5895 HWY 93 S. WHITEFISH, MT 59937		Architect Stamp	
Project Number:		Architect Stamp	
Scale: 1" = 60'-0"		Architect Stamp	
Drawn By: CHN		Architect Stamp	
Approved By: N/A		Architect Stamp	
Check By: N/A		Architect Stamp	
Check Date: N/A		Architect Stamp	
Notes:		Architect Stamp	
Sheet Number:		Architect Stamp	
Sheet Title:		Architect Stamp	

201900001488

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Fees: \$210.00

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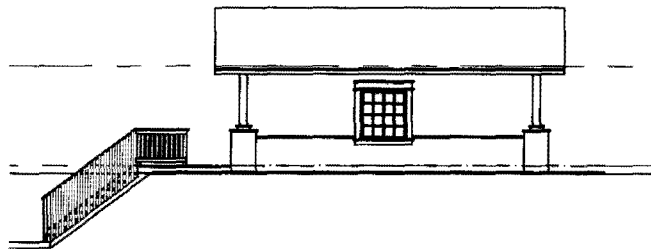


Exhibit A Unit 1 North Elevation



Exhibit D Unit 1 West Elevation

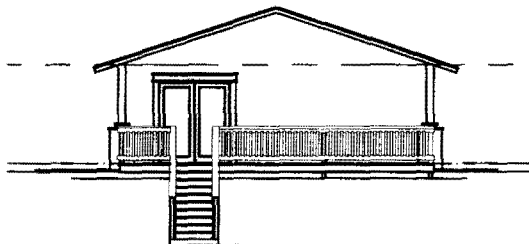


Exhibit C Unit 1 East Elevation

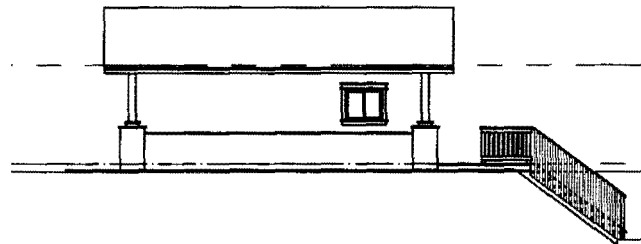


Exhibit B Unit 1 South Elevation

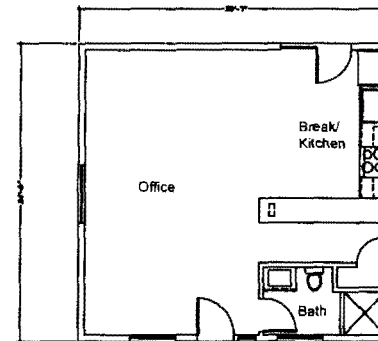


Exhibit E1 Unit 1 Floor Plan
626 Sq.ft.



**HUTSON &
PARTNERS**
ARCHITECTURE

305 NORTH COAST
HIGHWAY, SUITE L
LAGUNA BEACH
CALIFORNIA 92651
TEL (949) 715-4062



Architect Stamp

THE EMERALD CONDOMINIUMS:
5885 HWY 93 S.
WHITEFISH, MT 59937

Project Location:

5885 HWY 93 S.
WHITEFISH, MT 59937

Project Number:	---
Date:	March 2019
Scale:	1" = 2'-0"
Drawn By:	PH
Checked By:	LHM
Approved:	N/A
Approved:	N/A
File Number:	23

Revisions:	
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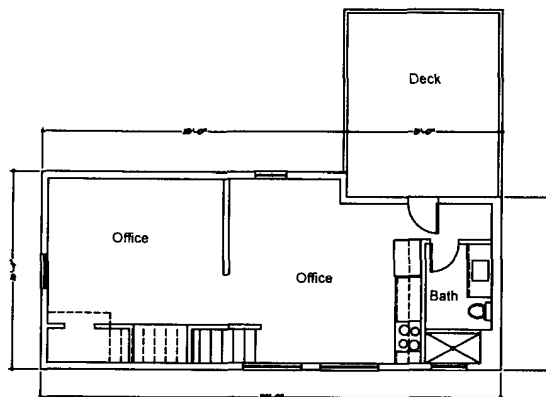


Exhibit J2 Unit 3 Floor Plan

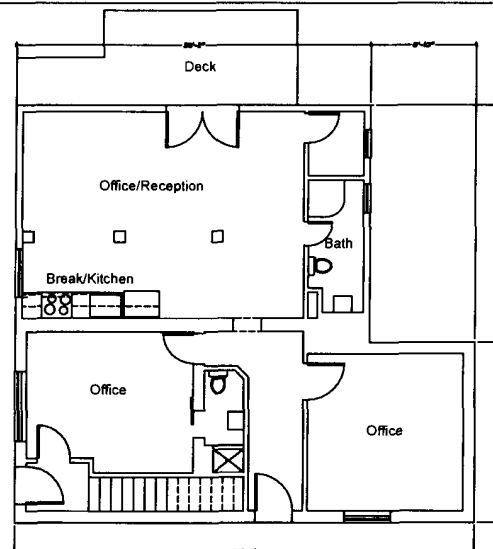


Exhibit J1 Unit 2 Floor Plan
1107 Sq. Ft.

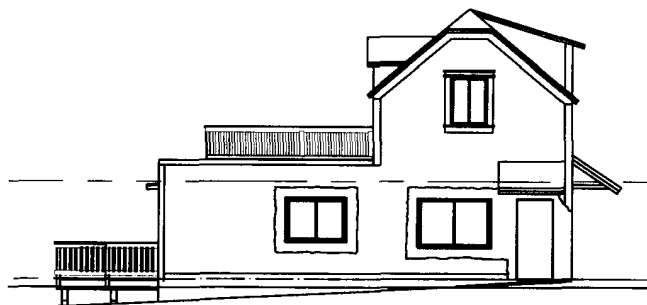


Exhibit F Unit 2 & 3 North Elevation

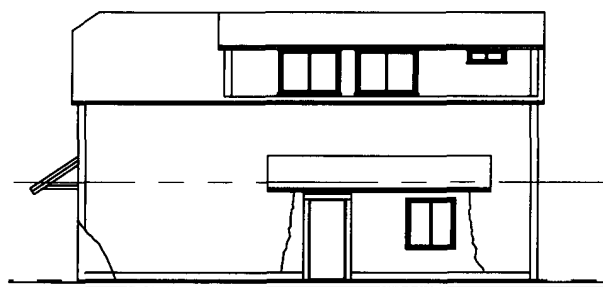


Exhibit I Unit 2 & 3 West Elevation

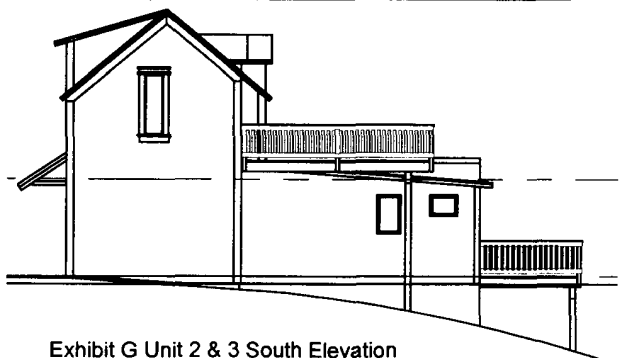


Exhibit G Unit 2 & 3 South Elevation

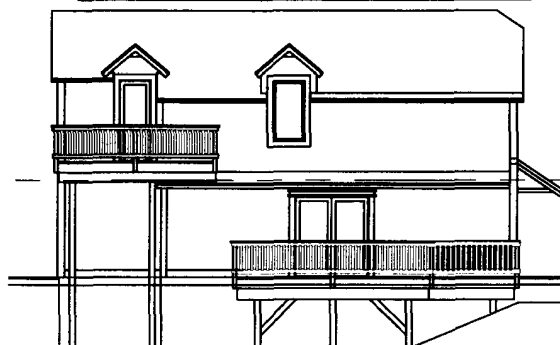
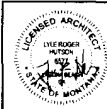


Exhibit H Unit 2 & 3 East Elevation



HUTSON & PARTNERS
ARCHITECTURAL

305 NORTH COAST
HIGHWAY, SUITE L
LAGUNA BEACH
CALIFORNIA 92651
TEL (949) 715-4062



Architect Stamp

THE EMERALD CONDOMINIUMS:
5895 HWY 93 S.
WHITEFISH, MT 59937

Project Location:
5895 HWY 93 S.
WHITEFISH, MT 59937

Project Number: ---
Date: 12/27/2017
Scale: 1/8" = 1'-0"
Drawn By: PH
Checked By: LRH
Approved: N/A
File Number: XX

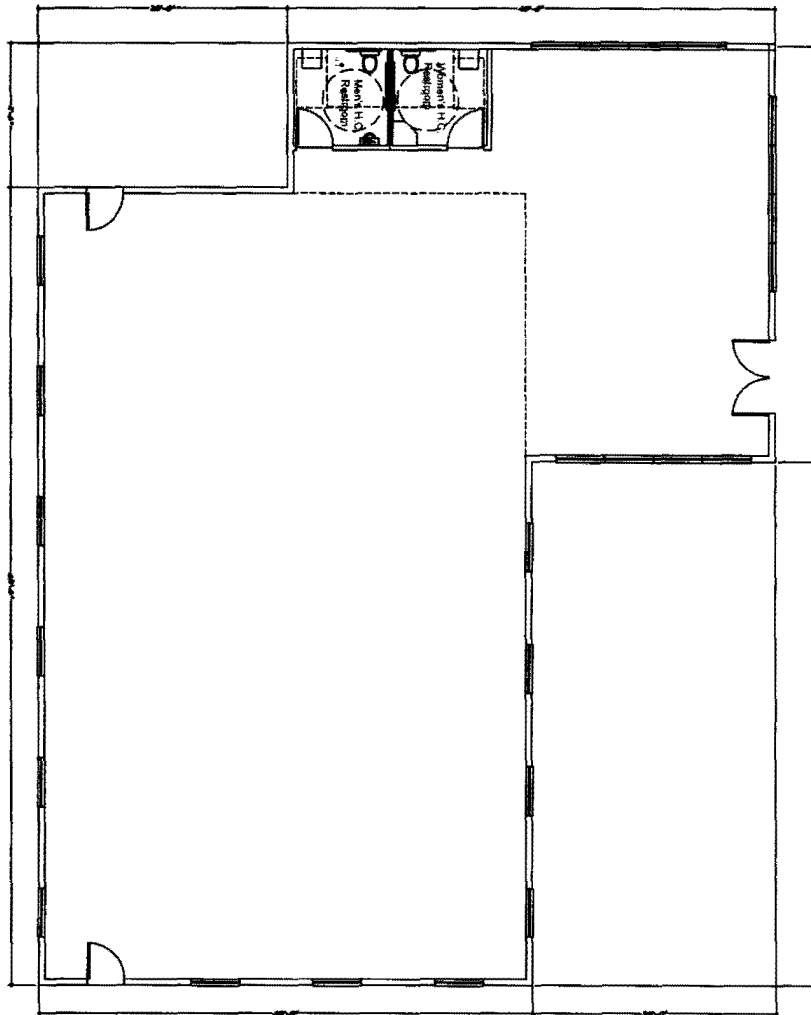
Revisions

Sheet Number:
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Page: 20 of 30
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Exhibit K Unit 4 Floor Plan
3573 Sq. Ft.



Project Number	5895 HWY 93 S
Site	Whitefish, MT
Drawn By	PM
Checked By	LM
Approved	NA
Rev. Number	NA
Revision	NA

Sheet Number:

A-4

THE EMERALD CONDOMINIUMS:
5895 HWY 93 S.
WHITEFISH, MT 59937



HUTSON & PARTNERS
ARCHITECTS
305 NORTH COAST
HIGHWAY, SUITE L
LAGUNA BEACH
CALIFORNIA 92651
TEL (949) 715-4062

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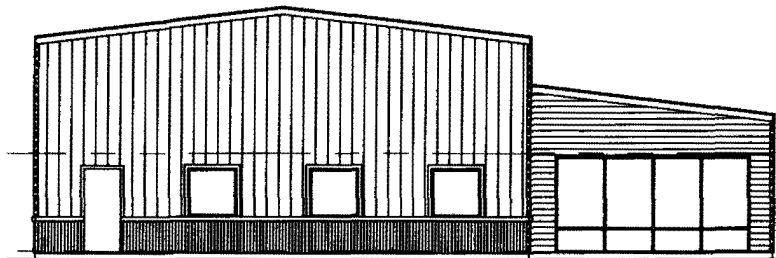


Exhibit K3 East Elevation Unit 4

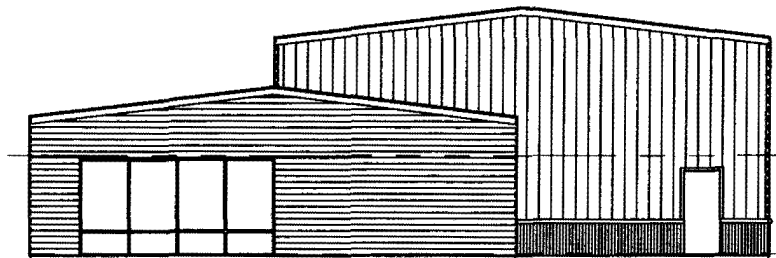


Exhibit K4 West Elevation Unit 4

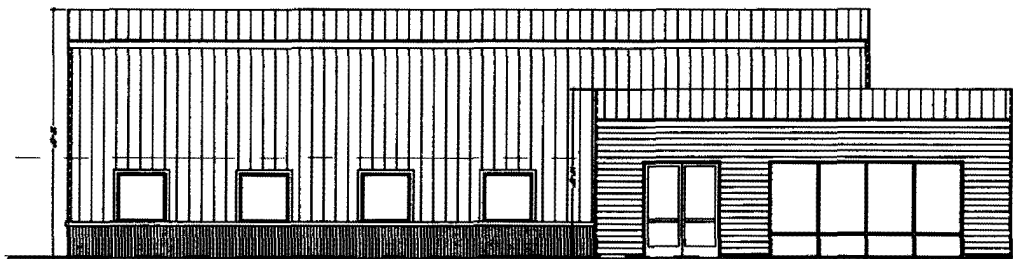


Exhibit K1 North Elevation Unit 4

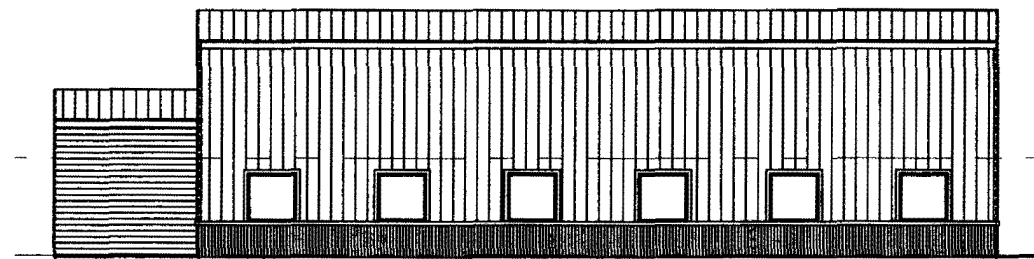


Exhibit K2 South Elevation Unit 4



HUTSON &
PARTNERS
ARCHITECTS

305 NORTH COAST
HIGHWAY, SUITE L
LAGUNA BEACH
CALIFORNIA 92651
TEL (949) 715-4062



Architect Stamp

THE EMERALD CONDOMINIUMS:
5895 HWY 93 S.
WHITEFISH, MT 59937

Project Location:

5895 HWY 93 S.
WHITEFISH, MT 59937

Project Number: ---
Date: 1/25/2019
Scale: 1/4" = 1'-0"
Drawn By: PH
Checked By: LRH
Approved: N/A
Approved: N/A
File Number: 1488

Revisions:
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Sheet Number:

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BYLAWS
OF
EMERALD CONDOMINIUM OWNERS' ASSOCIATION

ARTICLE I

Section 1. The provisions of these Bylaws are applicable to a condominium located on real property described in the Declaration of Emerald Condominium filed or to be filed with the Flathead County Clerk and Recorder, to which a copy of these Bylaws is attached, in accordance with the provisions of the Montana Unit Ownership Act, Title 70, Chapter 23, Montana Code Annotated. All capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Declaration.

Section 2. All present or future Owners, tenants, future tenants, or their employees, or any other person who might use the Property in any manner are subject to the regulations set forth in these Bylaws. The acquisition or rental of any of the Units of the Property or the occupancy of any of the Units shall signify that these Bylaws are accepted and ratified.

ARTICLE II

Section 1. "Unit Owner" of a Unit on the Property means the person owning a Unit in fee simple absolute individually or as co-owner in any real estate tenancy relationship recognized under the laws of the state of Montana. Each Unit Owner, by virtue of ownership, shall be a Member of the Emerald Condominium Owners Association (the "Association"). If ownership of any Unit is vested in more than one person or entity, each person or entity shall be a Member, but the co-Owners or joint Owners shall be deemed to be one Unit Owner for the purpose of voting and shall be entitled to vote only in accordance with the provisions of the Bylaws on voting.

Section 2. Each Unit Owner shall be entitled to a voting interest equal to the voting percentage ("Voting Percentage") set forth in the Declaration or Declaration as Amended. The vote for any Unit owned by more than one person or entity shall be exercised as the co-Owners may among themselves determine, but in no event shall the vote with respect to any one Unit exceed the total voting percentage provided for in this Section and in Paragraph 8 of the Declaration.

Section 3. Ownership shall be determined according to the records of the Clerk and Recorder of Flathead County, Montana provided, however, that an executor, administrator, guardian, or trustee may vote in person or by proxy with respect to any dwelling or Unit owned or held by him, her or it in such capacity, whether or not ownership shall have been transferred to his, her or its name by a duly recorded conveyance.

Section 4. Except as otherwise provided in the Bylaws, the presence in person or by proxy of sixty-five percent (65%) of the Voting Percentage of Unit Owners shall constitute a quorum. Decisions made by Unit Owners at any meeting shall be made by not less than sixty percent (60%) of the total Voting Percentages of Unit Owners. If, however, a quorum shall not be present or represented at any meeting, the Members entitled to vote shall have



the power to adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum is present.

Section 5. At all meetings of Unit Owners, each Unit Owner may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary of the Association. Every proxy shall be revocable and shall automatically cease upon conveyance by the Unit Owner of its Unit. While every proxy shall be revocable, the authority contained therein, unless otherwise limited by its terms, shall be deemed to continue in effect until revoked in writing or until the recording of a conveyance by the Unit Owner of its Unit. Whenever a Unit is owned by two or more persons or entities, the Unit Owners' voting interest may be exercised by any one of the Unit Owners present in the absence of protest by the other Unit Owners.

ARTICLE III

Section 1. The Association shall administer the operation of Emerald Condominium, approve the annual budget, establish and collect assessments, and arrange for the management of the Property pursuant to an agreement containing provisions relating to the duties, obligations, removal, and compensation of the management agent. Except as otherwise provided, decisions and resolutions of the Association shall require approval by a majority vote of the Voting Percentage of Owners attending any meeting of the Association (whether in person or by proxy) at which a quorum is present.

Section 2. The Association shall convene an organizational meeting no later than 120 days after the Declaration has been filed with the Clerk and Recorder of Flathead County, Montana.

Section 3. The Association shall convene its annual meeting at the time and place specified in the written notice provided to Members of the Association as provided in Section 5 of this Article.

Section 4. Any two (2) Members of the Board of Directors or the management agent, by written request, may call a special meeting at any time.

Section 5. The Association shall deliver written notice of any annual or special meeting to each Unit Owner no less than ten (10) days prior to the date of the meeting. The notice shall specify the time, date, place, and purpose of the meeting. The Association shall deliver the notice to each Unit Owner personally by leaving the notice at the Unit Owner's usual place of business or by mailing it, postage prepaid, addressed to the Unit Owner at his last known address as reflected by the Association's records. If notice is given pursuant to the provisions of this Section, the failure of any Unit Owner to receive actual notice of the meeting shall in no way invalidate the meeting or any proceedings conducted at the meeting.

Section 6. The Association shall transact no business at a special meeting except as stated in the notice unless by consent of two-thirds ($\frac{2}{3}$) of the Board of Directors present, either in person or by proxy.

Section 7. The order of business at all meetings of the Association shall be as follows:

- a. Proof of Notice of Meeting or Waiver of Notice.
- b. Determination of quorum.
- c. Reading of Minutes of preceding meeting.

- d. Reports of officers.
- e. Reports of committees.
- f. Appointment of Directors, if applicable.
- g. Unfinished business.
- h. New business.
- i. Adjournment.

ARTICLE IV

Section 1. The affairs of the Association shall be governed by a Board of Directors composed of three (3) persons. The initial Directors shall be selected and identified by the Declarant of the Declaration of Condominium of Emerald after same is recorded.

Section 2. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not by law or by these Bylaws directed to be exercised or done by the Unit Owners. The Board of Directors shall serve without compensation.

Section 3. In addition to duties imposed by these Bylaws or by resolutions of the Association, the Board of Directors shall have the following powers and duties:

- a. To enforce the provisions of the Declaration and Bylaws by appropriate action.
- b. To provide for management of the Property by contracting, if appropriate, with a suitable and capable manager or management company for operation and maintenance of the Property.
- c. To impose, charge, and collect assessments as allowed by the Bylaws and the Declaration.
- d. To delegate authority to the manager for routine conduct of business, subject at all times, however, to ultimate authority residing in the Board of Directors.
- e. To prepare an annual budget in order to determine the amount of the assessments payable by the Unit Owners to meet Common Expenses, and to allocate and assess common charges among Unit Owners according to their respective interests in the General Common Elements.
- f. To impose, charge, and collect special assessments whenever necessary in order to meet increased operating or maintenance expenses or because of emergency.
- g. To take appropriate legal action to collect delinquent assessments, and to impose, charge, and collect penalties and charge interest in accordance with these Bylaws.
- h. To defend, in the name of the Association, any and all lawsuits wherein the Association is a party defendant or the Property is at issue.

- i. To enter into contracts and agreements necessary to carry out the duties set forth in these Bylaws.
- j. To establish a bank account for the Association and to keep records and accounts according to generally accepted accounting practices.
- k. To establish rules and regulations for conduct, behavior, and use of the General Common and Limited Common Elements.
- l. To make repairs, alterations, additions, and improvements to the General Common and Limited Common Elements consistent with managing Emerald Condominium in the best interest of the Unit Owners.

Section 4. The Members of the Board of Directors shall serve staggered terms of two (2) years, with the terms of two (2) Members of the Board of Directors expiring in even years and the terms of one (1) Member of the Board of Directors expiring in odd years. The Directors shall hold office until their successors have been appointed and hold their first meeting.

Section 5. A Director may be removed by a vote of the Unit Owners of at least sixty-five percent (65%) of the undivided interests in the General Common Elements. Vacancies on the Board of Directors, however, must be filled in accordance with Article IV, Section 7 of these Bylaws.

Section 6. No Director shall receive remuneration for services performed by him or her for the Association in any other capacity unless the Board of Directors unanimously adopts a resolution authorizing the remuneration before the services are undertaken. A Director may not be an employee of the Association.

Section 7. If a vacancy occurs in the Directors, the remaining Directors shall appoint another Director to then and there fill the vacancy for the remainder of the term. However, if a Director is removed pursuant to Article IV, Section 5 of these Bylaws, the Unit Owners then voting shall, at the time of removal, appoint a new Director by majority vote.

Section 8. The Board of Directors shall hold their first meeting immediately following the annual meeting of the Association and, provided that a majority of the Board of Directors is present, no notice shall be necessary to the newly appointed Directors in order to legally constitute such a meeting.

Section 9. The Board of Directors may hold regular meetings at such time and place as shall be determined from time to time by a majority of the Directors provided, however, that the Board of Directors shall hold at least two (2) regular meetings during each fiscal year. The Board of Directors shall give notice of its regular meetings to each Director, personally or by mail, telephone, or email, at least three (3) days prior to the day named for the meeting.

Section 10. The Chairman of the Board of Directors may call special meetings on three (3) days' notice to each Director, given personally or by mail, telephone, or email, stating the time, date, place, and purpose of the meeting. The President or Secretary of the Board of Directors shall call special meetings in a like manner and on a like notice upon the written request of at least two (2) Directors. All Directors' meetings shall be held within Flathead County, Montana.

Section 11. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of the meeting, and the waiver shall be deemed equivalent to the giving of notice. Furthermore, attendance by a Director at any meeting of the Board of Directors shall constitute waiver of notice by him or her of the time and place of

the meeting. If all the Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 12. A majority of the Directors shall constitute a quorum of the Board of Directors for the transaction of business at any meeting. If, however, a quorum is not present or represented at any meeting, the Directors present at the meeting shall have the power to adjourn the meeting from time to time without notice other than an announcement at the meeting until a quorum shall be present or be represented. If a quorum shall be present or be represented at the meeting following such adjournment, any business which might have been transacted at the meeting as originally called may be transacted without further notice. Unless a different percentage is specified herein, the act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board.

Section 13. The Board of Directors may require that officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds, with the premiums on such bonds to be paid by the Association.

Section 14. In the event there is a deadlock in voting of the Board of Directors, the Members of said Board shall mutually agree upon the appointment of a mediator who shall decide the deadlocked issue. The mediator's decision shall be binding upon the Board of Directors.

ARTICLE V

Section 1. The Board of Directors, at its annual meeting, shall elect the following officers: Chairman, Vice-Chairman, and Secretary/Treasurer (combined office), and may elect any assistants the Board of Directors may deem necessary. The officers shall be Directors.

Section 2. The officers of the Association shall hold office at the pleasure of the Board of Directors, and in the event of a vacancy, the Board of Directors shall elect a successor at any regular meeting or at any special meeting called for that purpose.

Section 3. The Chairman shall preside at all meetings of the Association and of the Board of Directors. The Chairman shall have general supervision over the affairs of the Association and its officers and all of the powers and duties usually vested in the office of president or chairman of an association including, but not limited to, the power to appoint committees from among the Unit Owners from time to time as the Chairman may in his or her discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 4. The Vice-Chairman shall act for the Chairman in the event of the absence or disability of the latter and shall also perform any other duties as from time to time may be imposed upon him or her by the Board of Directors.

Section 5. The Secretary/Treasurer shall keep all books and records of the Association and of the Board of Directors and shall record all Minutes of meetings of both.

Section 6. The Secretary/Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association, and, shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in any depositories as the Board of Directors may from time to time designate.

ARTICLE VI

Section 1. The Board of Directors shall approve assessments against the Unit Owners, and the Unit Owners shall pay the assessments to the Association in accordance with the following provisions:

- a. The Board of Directors shall approve assessments for the repair, replacement, general maintenance, management, and administration of the General Common and Limited Common Elements and for payment of insurance premiums. The Board of Directors shall base and compute the assessments on the percentage interest that each Unit Owner has in the General Common Elements as provided in the Declaration.
- b. The Unit Owners shall pay any assessments imposed and charged in the proportions set forth in the provision of the Declaration authorizing the assessment.
- c. The Board of Directors may maintain separate accounts for operating expenses and for reserves. The Board of Directors shall, however, account for the funds collected from each Unit Owner separately and shall pay the Common Expenses in the same proportion in which the Board of Directors collected the assessments. The Board of Directors shall maintain the following records:
 - i. Common Expense Records – to which shall be credited collections for assessments for all Common Expenses including liability and hazard insurance premiums and payments received for defraying costs of the use, reconstruction, and repair of Common Elements.
 - ii. Limited Common Expense Records – to which shall be credited collections for assessments for all Limited Common Expenses.
 - ii. Alteration and Improvement Accounts – to which the Board of Directors shall credit all sums collected for alteration and improvement assessments.
 - iii. Emergency Account – to which the Board of Directors shall credit all sums collected for emergencies.
- d. All Unit Owners shall be obligated to pay assessments for Common Expenses in monthly installments. The Board of Directors shall impose, charge, and collect assessments for Common Expenses for each fiscal year (January 1 through December 31) reasonably required for the proper management, maintenance, and operation of the Common Elements. The annual assessments shall be due and payable in twelve (12) equal consecutive monthly payments due on the first day of each month. The total of the assessments shall be in the amount of the estimated Common Expenses for the year including a reasonable allowance for contingency and reserves less the amounts of unneeded Common Expense account balances. If an annual assessment is not made as required, a payment in the amount required in the last prior assessment shall be due upon each assessment payment date until changed by a new assessment.
- e. The Board of Directors shall impose, charge, and collect other assessments in accordance with the provisions of the Declaration to be paid at the time determined by the Board of Directors.
- f. The Secretary/Treasurer shall maintain records showing assessments made against Unit Owners. The Secretary/Treasurer shall make the records available for inspection by Unit Owners at all

reasonable times. The records shall show the amounts of all assessments paid and unpaid. The Secretary/Treasurer may issue certificates as to the status of a Unit Owner's assessment account to any person or entity the Unit Owner may request in writing, and the certificates shall limit the liability of any person or entity to whom it is addressed other than the Unit Owner.

- g. Unit Owners and their grantees shall be jointly and severally liable for all unpaid assessments due and payable at the time of a conveyance without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor. Unpaid portions of assessments which are due shall be secured by a lien upon the Unit as provided in the Declaration upon the filing of a claim in accordance with the provisions of Section 70-23-607 of the Montana Code Annotated.
- h. Any portion of an assessment paid more than ten (10) days after the date when due shall bear interest at the rate set forth in the Declaration for Emerald Condominium. The Board of Directors shall apply all payments first to interest due and then to the earliest assessment due. The Board of Directors shall credit the Common Expense account with all interest collected.

Section 2. Maintenance and Repair.

- a. Every Unit Owner must perform promptly all maintenance and repair work within its own Unit which, if omitted, would affect the project in its entirety or in any part belonging to other Unit Owners. Each Unit Owner shall be responsible for the damages and liabilities caused by its failure to act.
- b. Each Unit Owner shall bear the cost of all the repairs of internal installations to the Unit such as water, light, gas, power, sewage, telephones, air conditioners, sanitary installations, doors, windows, lamps, and all other accessories and appliances belonging to the Unit.
- c. Each Unit Owner shall reimburse the Association for any expenditures incurred in repairing or replacing any Common Element damaged by the willful or negligent acts of that Unit Owner to the extent such expenditures are not covered by the proceeds of insurance carried by the Association.

Section 3. As provided in Paragraph 7(d) of the Declaration, no Unit Owner shall make any structural modifications or alterations to its Unit that could increase the insurance premium without previously notifying the Board of Directors in writing through the management agent or the Chairman of the Association if no management agent is employed. The Board of Directors shall have the obligation to answer within forty-five (45) days after receiving notice. Failure by the Board of Directors to answer within the stipulated time shall mean that there is no objection to the proposed modification of alteration.

Section 4. The managing agent and any person authorized by the Board of Directors shall have the right to enter each Unit in case of any emergency originating in or threatening the Unit or the Property whether or not the Unit Owner or occupant is present at the time. Every Unit Owner and occupant, when so required, shall permit other Unit Owners or their representatives to enter its Unit at reasonable times for the purpose of performing authorized installations, alterations, or repairs to the Common Elements therein provided, however, that each Unit Owner shall request entry in advance and that each Unit Owner shall enter only at a time convenient for the other Unit Owner.

Section 5. The Board of Directors may adopt, delete, or amend the Rules of Conduct relating to the details of the operation of Emerald Condominium and the use of Units, Common Elements, and Limited Common Elements at any regular meeting or at any special meeting called for that purpose.

ARTICLE VII

Section 1. No Director or officer of the Association shall be liable for acts or defaults of any other officer or Member or for any loss sustained by the Association or any Member thereof unless the loss has resulted from his or her own willful misconduct or negligence.

Section 2. Every Director, officer, and Member of the Association shall be indemnified by the Association against all reasonable costs, expenses, and liabilities (including attorneys' fees) actually and necessarily incurred by or imposed upon him or her in connection with any claim, action, suit, proceeding, investigation, or inquiry of whatever nature in which he or she may be involved as a party or otherwise by reason of his or her having been an officer or Member of the Association whether or not they continue to be a Director, officer, or Member of the Association at the time of incurring the cost, expense, or liability. This provision shall apply except in relation to matters as to which he or she shall be finally adjudged in any action, suit, proceeding, investigation, or inquiry to be liable for willful misconduct or negligence towards the Association in the performance of his or her duties or, in the absence of a final adjudication, any determination of liability by the opinion of legal counsel selected by the Association. The foregoing right of indemnification shall be in addition, and not in limitation of, all rights to which every Director, officer, and Member of the Association may be entitled as a matter of law and shall inure to the benefit of their legal representatives.

ARTICLE VIII

The Association may establish, from time to time, the fiscal year of the Association.

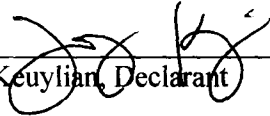
ARTICLE IX

Section 1. The Association may amend these Bylaws in a duly constituted meeting for such purpose. No amendment shall take effect unless approved by Unit Owners collectively possessing seventy-five percent (75%) of the Voting Percentages declared in the Declaration and until a copy of the Bylaws, as amended and certified by the presiding officer and Secretary of the Association, is recorded in the office of the Clerk and Recorder of Flathead County, Montana provided, however, that the contents of these Bylaws shall always contain those particulars which are required to be contained herein by the Montana Unit Ownership Act, Title 70, Chapter 23, Montana Code Annotated.

Section 2. These Bylaws shall be construed, if necessary, to be consistent with the provisions of the Montana Unit Ownership Act and any amendment or revision to the Montana Unit Ownership Act, or any law that replaces, in whole or in part, the Montana Unit Ownership Act.



IN WITNESS WHEREOF, Declarant of the **DECLARATION FOR EMERALD CONDOMINIUM** has executed and certified and adopted these bylaws as of the 23rd day of January, 2019.



Joy Keuylian, Declarant

Return to:
 Johnson, Berg & Saxby, PLLP
 P.O. Box 3038
 Kalispell, MT 59903-3038



Debbie Pierson, Flathead County MT by NC

201900003328

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Fees: \$196.00

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**FIRST AMENDMENT TO AND COMPLETE RESTATEMENT OF THE
 DECLARATION OF CONDOMINIUM
 FOR
 EMERALD CONDOMINIUM**

THIS FIRST AMENDMENT TO AND COMPLETE RESTATEMENT OF THE DECLARATION OF CONDOMINIUM FOR EMERALD CONDOMINIUM (sometimes "Declaration") under the Montana Unit Ownership Act is executed this 21st day of February, 2019, by **JOY KEUYLIAN** ("Declarant"), of PO Box 5270, Whitefish, Montana 59937.

WHEREAS, that certain Declaration of Condominium for Emerald Condominium dated January 23, 2019 was filed with the Flathead County Clerk and Recorder as Document No. 201900001488 on January 25, 2019; and

WHEREAS, pursuant to said Declaration, an amendment thereto is authorized to be made with the consent of seventy-five percent (75%) of the Unit Owners; and

WHEREAS, the undersigned, being the owner of one hundred percent (100%) of the Units and common elements of Emerald Condominium desires to amend the original Declaration to amend and replace Exhibits A-2 and A-3.

NOW, THEREFORE, in consideration of the foregoing recitals and amendment powers contained both within the original Declaration and pursuant to Montana law, the undersigned hereby amends and completely restates the original Declaration as follows:

1. **Definition and Terms**: Unless the context expressly provides otherwise, the following definitions shall apply throughout this Declaration and in the interpretation thereof:
 - a. **Association** means Emerald Condominium Association or such other Association the Unit Owners designate.
 - b. **Board of Directors** means the Board of Directors of the Association as more particularly defined in the Bylaws.



- c. **Common Elements** means both General Common Elements and Limited Common Elements.
- d. **Common Expenses** means expenses of administration, maintenance, repair, or replacement of Common Elements, expenses agreed upon by the Association, and expenses declared common by the Montana Unit Ownership Act.
- e. **General Common Elements** has the same meaning as set forth in Section 70-23-102(7), MCA.
- f. **Limited Common Elements** means those Common Elements reserved for the use of a certain Unit or number of Units to the exclusion of the other Units.
- g. **Limited Expenses** means expenses associated with Limited Common Elements.
- h. **Property** means all the land and all buildings, improvements, and structures on the land, and all easements, rights, and appurtenances belonging thereto which are submitted to the Montana Unit Ownership Act by this Declaration.
- i. **Unit** means the separate Units of Emerald Condominium. Each Unit is intended for independent use with a direct exit to a common area or areas leading to a public street together with an undivided interest in the Common Elements.
- j. **Unit Owner** means the person or entity owning a Unit in fee simple absolute or in any real estate tenancy recognized under the laws of Montana, including an undivided interest in both the land and improvements constituting the Property.

2. **Property Subject to Declaration:** The Property subject to this Declaration consists of the following land and improvements situation in City of Whitefish, County of Flathead, State of Montana:

Tract 1 of Certificate of Survey No. 20186 located in the SE¼ of Section 12, Township 30 North, Range 22 West, according to the map or plat thereof on file and of record in the office of the Flathead County Clerk and Recorder.

3. **Name and Description of Property:** The Property subject to this Declaration shall be known as Emerald Condominium. The Property consists of 1.209 acres on which a two (2) wood frame buildings exist One of the buildings has an area of 626 square feet on a single floor (Unit 1), and the other building has an area of 1,707 square feet on two (2) floors (Units 2 and 3). The property will contain a third building to be constructed in a building envelope designated as "Proposed Building" on the Site Plan attached hereto as Exhibit L.

Unit 1 – 626 square feet
Unit 2 – 1,107 square feet
Unit 3 – 600 square feet
Unit 4 – 3,573 square feet

The Units are depicted on Sheet Numbers A-1 – A-4 (5 sheets) attached hereto and more specifically described below.



For identification and descriptive purposes, the following Exhibits are attached and incorporated by this reference, into this Declaration:

UNIT 1:

Sheet No. A-2

- EXHIBIT A – Elevation study depicting North Elevation of Unit 1.
- EXHIBIT B – Elevation study depicting South Elevation of Unit 1.
- EXHIBIT C – Elevation study depicting East Elevation of Unit 1.
- EXHIBIT D – Elevation study depicting West Elevation of Unit 1.
- EXHIBIT E1 – Unit 1 Floor plans depicting square footage of Unit 1.

UNITS 2 & 3:

Sheet No. A-3

- EXHIBIT F – Elevation study depicting North Elevation of Units 2 and 3.
- EXHIBIT G – Elevation study depicting South Elevation of Units 2 and 3.
- EXHIBIT H – Elevation study depicting East Elevation of Units 2 and 3.
- EXHIBIT I – Elevation study depicting West Elevation of Units 2 and 3.
- EXHIBIT J1 – Unit 2 Floor plan depicting square footage of Unit 2.
- EXHIBIT J2 – Unit 3 Floor plan depicting square footage of Unit 3.

UNIT 4:

Sheet No. A-4, pg. 1 - 2

- EXHIBIT K – Unit 4 Floor Plan depicting the square footage of Unit 4.
- EXHIBIT K1 – Elevation study depicting North Elevation of Unit 4.
- EXHIBIT K2 – Elevation study depicting South Elevation of Unit 4.
- EXHIBIT K3 – Elevation study depicting East Elevation of Unit 4.
- EXHIBIT K4 – Elevation study depicting West Elevation of Unit 4.

CONCEPTUAL SITE PLAN:

Sheet No. A-1

- EXHIBIT L – Conceptual Site Plan depicting building footprint, landscaping, parking and street approaches.



EXHIBIT M – Bylaws of Emerald Condominium Owners' Association.

Each Unit, together with its appurtenant undivided interest in the Common Elements, shall compromise one Unit, shall be inseparable, and may be conveyed, leased, devised, or encumbered only as a condominium Unit. Each Unit shall be bound as to both horizontal and vertical boundaries as shown on the floor plans set forth on the Exhibits attached hereto, subject to any encroachments contained in the building whether they exist now or are created by construction, settlement, or movement of the building or by permissible repairs, reconstruction, or alterations. Each Unit shall include all of the walls and partitions within the Unit's perimeter boundaries, the interior decorated or finished surfaces of all walls, floors, and ceilings within the Unit's perimeter boundaries, and all fixtures attached to the Property that are within the Unit's perimeter walls.

Each Unit Owner shall maintain the interior of its Unit and shall maintain all other areas, features, or parts of its Unit and all Property not otherwise maintained by the Association. Each Unit Owner shall maintain all fixtures and equipment located within its Unit and utilities serving that Unit. Each Unit Owner shall also maintain and repair any appliances, such as air conditioning units, located in the exterior of his or her Unit. No Unit Owner shall permit any act or work to be performed on his or her Unit that will impair the structural soundness or integrity of the Unit or impair any easement or hereditament, and no Unit Owner shall allow any condition to exist which will adversely affect the other Units or Unit Owners. The Association shall maintain the utility lines and water lines up to the point of entry of those lines into Units.

Unit No. 4 as depicted on Exhibits K (Sheet A-4, pg. 1), K1, K2, K3, K4 (Sheet A-4, pg. 2) and L (Sheet A-1) is not yet constructed. It is Declarant's intention and therefore an integral provision hereof that the owner of Unit No. 4 may unilaterally and without the affirmative note of any other Owner(s) amend this Declaration for purposes of the following:

- a. To alter the size of Unit No. 4, which shall not exceed 5,000 square feet;
- b. To alter the location of Unit No. 4, no part of which shall extend west of the east line of the "Common Septic Field Area" depicted on Exhibit L (Sheet A-1);
- c. To alter the east, west, north, south elevations of Unit No. 4; and
- d. To alter the floor plan of Unit No. 4.

In no event shall the foregoing allow the Owner of Unit No. 4 to alter or amend the location or configuration of the parking adjacent to Unit No. 4 as depicted on Exhibit L (Sheet A-1).

4. **Appurtenances/Easements:** The Units shall include the following appurtenances, whether or not separately described, conveyed, or encumbered:

- a. Each Unit shall include an undivided interest in the Common Elements as set forth in Section 5 of this Declaration.
- b. Each Unit shall include Association membership and an undivided interest, as set forth in Section 5 of this Declaration, in the funds and assets held by the Association for the benefit of the Unit Owners.
- c. Each Unit shall benefit from the following easements:



- i. An easement through the Common Elements for ingress and egress for all persons making use of the Common Elements in accordance with the terms of this Declaration, including all easements and rights-of-way of record at or before the recording of this Declaration. The Property, and all portions thereof, shall be subject to the easements as shown on any recorded plat affecting the Property as shown on the recorded plat.
- ii. An easement is granted to the Emerald Condominium Owners Association (hereinafter "Association"), its officers, agents, employees, and assigns, through the Units and Common Elements for maintenance, repair, and replacement of any features or parts of the Units and Common Elements. Use of these easements, however, shall be limited to reasonable hours, except that access may be had at any time in case of emergency.
- iii. An easement is granted to the Association, its officers, agents, employees, and assigns, to repair and maintain structural support for the benefit of the Common Elements for every portion of a Unit which contributes to the structural support of the buildings.
- iv. An easement is granted for encroachments and maintenance of encroachments of any portion of the Common Elements upon a Unit and easements for encroachments and maintenance of encroachments of any portion of a Unit upon the General Common Elements, the Limited Common Elements, or an adjoining Unit.

The encroachments and easements set forth in this Section 4 shall not constitute encumbrances either on the Common Elements or on the Units for purposes of marketability of title.

5. **General Common Elements**: The General Common Elements include, but are not limited to, the land specifically described in Section 2 of this Declaration, all buildings on the Property except the individual Units, all exterior doors, windows, screens, fences, roadways, curbs, gutters, sidewalks and landscaping amenities, and all other elements necessary for the safety, maintenance, and existence of the Property and all the buildings except for the individual Units and all those items listed in Section 70-23-103(7), MCA.

The owner of each Unit shall have an undivided interest in the common Elements, and corresponding liability for Common Expenses as follows:

<u>UNIT</u>	<u>PERCENTAGE INTEREST</u>
Unit No. 1	11%
Unit No. 2	19%
Unit No. 3	11%
Unit No. 4	59%
Total:	100%

6. **Limited Common Elements**: The Limited Common Elements are those Common Elements reserved for the use of fewer than all of the Unit Owners. Without limiting the foregoing, the Limited Common Elements shall include entrances, stoops, flues, chimneys, ducts, cables, conduits, public utility lines, water, sewer, electrical,



gas, cable television lines, hot and cold water pipes (all such utility pipes and lines are Limited Common Elements where they service fewer than all of the Units; where they service all of the Units, they shall be General Common Elements), boilers, hot water tanks, and fixtures, or other portions of the building servicing only a particular Unit or less than all the Units, skylights, and the utilities and heating contained within such individual Unit to the exclusion of the use thereof by the Owners, except by invitation.

The parking spaces developed or to be developed east of Unit 4 shall be a Limited Common Element reserved for the use of the Owner of Unit 4 and its invitees. Russell Road, as depicted on Exhibit L (Sheet A-1), shall be a Limited Common Element for the use of the Owner of Unit 4 and its invitees.

The parking spaces developed or to be developed adjacent to Unit 1 shall be a Limited Common Element reserved for the use of the Owner of Unit 1 and its invitees. Russell Road, as depicted on Exhibit L (Sheet A-1), shall be a Limited Common Element for the use of the Owner of Unit 1 and its invitees.

The parking spaces developed or to be developed adjacent to Units 2 and 3 shall be a Limited Common Element reserved for the use of the Owners of Units 2 and 3 and their invitees. Russell Road, as depicted on Exhibit L (Sheet A-1), shall be a Limited Common Element for the use of the Owner of Units 2 and 3 and their invitees.

Allocation of Limited Common Parking Areas for Units 2 & 3: The Association shall be empowered to allocate parking spaces adjacent to Units 2 and 3 to the Owners of Units 2 and 3 should any dispute arise as to the use of those Limited Common Elements, which determination shall be reduced to writing and filed with the Association records. Notwithstanding the foregoing, all parking spaces adjacent to and west of Unit No. 4 shall be a limited element appurtenant to Unit No. 4 to the exclusion of the other Unit owners, their guests and invitees, and all parking spaces adjacent to Unit 1 shall be a limited element appurtenant to Unit No. 1 to the exclusion of the other Unit owners, their guests and invitees.

7. **Use of Units and Elements:** The Units and Common Elements shall be occupied and used in accordance with the following:

- a. Each Unit Owner shall maintain and repair his or her Unit
- b. No Unit Owner shall permit any activity in any Unit or in the Common Elements which will increase the rate of insurance of the Property without the prior written consent of the Association. Furthermore, no Unit Owner shall permit any activity in any Unit or in the Common Elements which will result in the cancellation of insurance on the Property or which would be in violation of any law.
- d. No Unit Owner shall permit any nuisance or any practice which may be a source of annoyance to other Unit Owners or which interferes with the peaceful possession and proper use of the Property by the Unit Owners. No Unit Owner shall permit any immoral, improper, offensive, or unlawful use to be made of the Property. Each Unit Owner shall observe all valid laws, zoning ordinances, and regulations of all applicable governmental entities.
- e. No Unit Owner shall alter the Common Elements or permit the construction of anything within the Common Elements except upon the written consent of the Association. Nothing shall be permitted to be constructed in the Common Area designated as "Common Septic Field Area" and Exhibit L (Sheet A-1) and said area shall not be used for parking or storage of any kind.



- f. No Unit Owner shall permit any act in any Unit or in the Common Elements which will impair the structural integrity of the Property or will structurally change the Property except as otherwise provided in this Declaration.
- g. The Association shall maintain the exterior of all Common Elements and shall decorate and maintain all General Common Elements. No Unit Owner shall maintain, decorate, or landscape the exterior of the General Common Elements except by previous written authorization of the Association.
- h. Notwithstanding anything to the contrary contained herein, Unit Owners shall be entitled to cause signage to be placed in or on the exterior portion of the Unit Owners as approval by the City of Whitefish and in proportion to the relative size of the Unit (in relative to all other Units).
- i. Any question arising under the use restrictions set forth in this Section 1 may be referred to the Board of Directors of the Association. In addition, the Board of Directors may grant variances from the strict provisions and effect of these restrictions and covenants provided that any variance granted shall be granted only upon the written decision of a majority of the Board of Directors. All determinations as to the construction and interpretation of the provisions included in this Declaration shall require the vote of a majority of the Board of Directors and shall be set forth in writing. All determinations as to the construction and interpretation of such provisions shall be final.

8. **Administration:** The administration of Emerald Condominium shall conform with the provisions of this Declaration and with the provisions of the Bylaws attached hereto as Exhibit M and by this reference incorporated herein.

The obligation of each Unit Owner to pay a percentage of the Common Expenses assessed by the Association shall commence immediately after the recording of the Declaration with the Clerk and Recorder of Flathead County, Montana.

The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of those features and parts of the Common Elements that the Association shall maintain in accordance with this Declaration. The Association shall maintain the fund from the regular assessments for Common Expenses.

9. **Revocation or Amendment of Declaration Provisions:** Neither the Unit Owners nor the Directors shall revoke or amend any of the provisions of this Declaration unless seventy-five percent (75%) of all Unit Owners agree to the revocation or Amendment by duly recorded instrument. The Board of Directors shall record all Amendments in the office of Clerk and Recorder of Flathead County, Montana. Notwithstanding the foregoing, the Owner of Unit No. 4 shall be entitled to unilaterally amend this Declaration to accurately reflect any deviation from the Exhibits appended hereto depicting Unit No. 4, which deviation shall be within the scope of Section 3 hereof and shall be memorialized by a written and recorded Amendment hereto depicting any such deviation.

10. **Assessments:** The Association shall levy assessments upon all Unit Owners for the purposes in the manner provided in the Bylaws of the Association. No Unit Owner may exempt him or herself from liability for the assessments by waiving his or her right to use or enjoy the Common elements or by abandonment to his or her Unit.



Assessments shall be made for the repair, replacement, general maintenance, management, and administration of the Common Elements, fees, costs, and expenses of the Manager, taxes for the Common Elements, if any, and for the Unit Owner's percentage share of any Special Improvement District assessments. Assessments shall be based upon and computed by using the percentage of interest that each Unit Owner has in the Common Elements.

Assessments may also be made for the payment of Limited Common Element expenses such that the Unit Owners are chargeable only for the expenses relating to their respective Units or building. Unit Owners shall share in the payment for Limited Expenses for the repair, maintenance, and replacement of Limited Common Elements of their respective Units in accordance with the percentage the Unit or Units have in Limited Common Elements for which the assessment is being made. If only one Unit is associated with the Limited Common Element(s) involved, the entire cost of such repair, maintenance, or replacement shall be borne by that Unit.

Assessments may also be made for any purpose contemplated by this Declaration and for any purpose set out in the Montana Unit Ownership Act.

In a voluntary conveyance of a Unit, the Grantee of the Unit shall be jointly and severally liable with the Grantor for all unpaid assessments by the Association against the latter for his or her share of the Common Expenses up to the time of the grant or conveyance without prejudice to the Grantee's right to recover from the Grantor the amounts paid by the Grantee therefor. However, any such Grantee shall be entitled to a statement from the Manager or Board of Directors of the Association, as the case may be, setting forth the amount of said unpaid assessments against the Grantor due the Association, and such Grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments made by the Association against the Grantor in excess of the amount therein set forth.

Any assessments, charges, costs, or fees provided for in this Declaration including, without limitation, any default assessment arising under the provisions of this Declaration, or any monthly or other installment thereof, which is not fully paid within thirty (30) days after the due date thereof shall bear interest from the due date at the highest rate of interest allowed pursuant to Montana law. Further, the Association may bring an action at law or in equity, or both, against any Owner personally obligated to pay such overdue assessments, charges, costs, or fees, or monthly or other installments thereof, and may also proceed to foreclose its lien against such Owner's Unit. An action at law or in equity by the Association against an Owner to recover a money judgment for unpaid assessments, charges, costs, or fees, or any monthly or other installment thereof, may be commenced and pursued by the Association without foreclosing or in any way waiving the Association's lien therefor. In the event any such assessment, charge, cost, or fee, or monthly or other installment thereof, is not fully paid when due and the Association shall commence such an action (or shall counterclaim or cross-claim for such relief in any action) against any Owner personally obligated to pay the same, or shall proceed to foreclose its lien against the particular Unit, all unpaid assessments, charges, and fees, and all unpaid monthly or other installments thereof, any and all late charges and accrued interest under this Paragraph, the Association's costs, expenses, and reasonable attorneys' fees incurred for preparing and recording any lien notice, and the Association's costs of suit, expenses, and reasonable attorneys' fees incurred for any such action and/or foreclosure proceedings shall be taxed by the Court as part of the costs of any such action or foreclosure proceeding and shall be recoverable by the Association from any Owner personally



obligated to pay the same and from the proceeds of the foreclosure sale of such Owner's Unit. Foreclosure or attempted foreclosure by the Association of its lien shall not be deemed to estop or otherwise preclude the Association from thereafter again foreclosing or attempting to foreclose its lien for any subsequent assessments, charges, costs, or fees, or monthly or other installments thereof, which are not fully paid when due. The Association shall have the power and right to bid on or purchase any Unit at foreclosure or other legal sale and to acquire and hold, lease, mortgage, vote the Association votes appurtenant to ownership thereof, convey, or otherwise deal with the same.

The lien created pursuant to this Section 10 shall have priority to all other liens except: (a) liens for real estate taxes assessed against the Unit; and (b) any first mortgage or trust indenture of record. Any unpaid assessments, charges, costs, or fees provided for in the Declaration shall constitute a lien on the Unit of a delinquent Owner.

11. **Insurance:**

- a. The Board of Directors shall purchase comprehensive general liability and property damage insurance as promptly as possible following its election or appointment and shall maintain the insurance in force at all times. The Association shall pay the premiums out of the maintenance fund created pursuant to the Bylaws. The Board of Directors shall purchase insurance with coverage limits of at least \$2,000,000.00 for bodily injury, including death and property damage, arising out of a single occurrence. The Board of Directors shall purchase the insurance from reputable companies authorized to do business in the State of Montana. The policy or policies shall name as insured all the Unit Owners and the Association. The policy or policies shall insure against loss arising from perils in both the Common Elements and the Units and shall include contractual liability coverage to protect against liabilities as may arise under the contractual exposures of the Association or the Board of Directors
- b. The Board of Directors shall purchase fire and other hazard insurance as promptly as possible following its election or appointment and shall maintain the insurance in force at all times. The Board of Directors shall pay the premiums as Common Expenses out of the assessments collected pursuant to the Bylaws. The insurance shall cover all Common Elements and improvements and shall have coverage limits equal to 100% of the current replacement costs of the Property exclusive of land and other items normally excluded from coverage. The policy or policies shall provide for the issuance of certificates or endorsements as may be required. The policy or policies shall insure against loss from perils in both the Common Elements and the Units, except as they may be separately insured. The policy or policies shall contain extended coverage, vandalism, and malicious mischief endorsements. If reasonably available, the policy or policies shall contain a stipulated amount clause, determinable cash adjustment clause, or similar clause to permit a cash settlement covering specified value in the event of destruction of the Property and a decision not to rebuild. The policy or policies shall name as insured all of the Unit Owners and the Association. The policy or policies shall also cover any personal property owned in common by the Unit Owners and shall further contain a waiver of subrogation rights by the carrier as to negligent Unit Owners. Any casualty insurance policy obtained by the Association shall contain a provision prohibiting a reduction in the amount payable under the policy as a result of any casualty insurance proceeds payable to a Unit Owner under a separate policy procured by the Unit Owner.

- c. All Unit Owners shall obtain and at all times maintain a Condominium Unit Owner's insurance policy insuring any improvements made to the property within a Unit, any decorated or finished surfaces, any fixtures, any personal property of the Unit Owner, and personal liability. The Board of Directors or the Association may require all Unit Owners to provide to the Board or the Association certificates of such insurance or other evidence establishing compliance herewith.
- d. The Board of Directors may purchase and maintain in force debris removal insurance, fidelity bonds, and other insurance or bonds that it deems necessary.
- e. The Board of Directors is hereby appointed the attorney-in-fact for all Unit Owners to negotiate loss adjustment on the policy or policies carried under Subsections a, b, and d of this Section 11.
- f. If fire or other casualty damages or destroys any Unit or any portion of the Common Elements, all insurance proceeds paid in satisfaction of claims for any loss or losses shall be apportioned according to losses suffered by each Unit or the Common Elements and shall be paid to the Association as trustee for the Unit Owner. The insurance proceeds, whether or not subject to liens, and the proceeds of any special assessments as provided in this Declaration and the Bylaws shall be collected and disbursed by the trustee through a separate trust account on the following terms and conditions:
 - i. Unless a majority of the Units and Common Elements are destroyed, all damaged or destroyed Units and Common Elements shall be repaired or rebuilt, and the Board of Directors shall immediately contract to repair or rebuild the damaged portions of the Unit or Units and the Common Elements substantially in accordance with the original plans and specifications for Emerald Condominium.
 - ii. If the Units and the Common Elements are substantially damaged or destroyed, the Board of Directors shall determine, by majority vote at a meeting duly called for that purpose, whether it will proceed with repair or reconstruction or whether the Property shall be distributed as provided for hereinbelow. In the event the Board of Directors votes to rebuild or repair, it shall prepare the necessary plans, specifications, and maps and shall execute the necessary documents to effect the reconstruction or repair as promptly as practicable and in a lawful and workmanlike manner. In the event the Board of Directors votes against rebuilding or repairing the Property, the proceeds, if any, of insurance carried by the Association shall be distributed to the Unit Owners in the proportions set forth in Section 5 hereof.
 - iii. If the Board of Directors votes to repair or reconstruct the Common Elements, and if there is a deficiency between the insurance proceeds paid for the damage to the Common Elements and the contract price for repairing or rebuilding the Common Elements, the Board of Directors shall levy a special assessment to pay the difference. Each Unit Owner shall pay the special assessments in the proportions set forth in Section 5 of this Declaration. If any Unit Owner shall fail to pay the special assessments within thirty (30) days after the levy thereof, the Board of Directors shall pay the difference from the fund for Common Expenses, and the remaining Unit Owners shall be entitled to the same remedies as those provided in Section 11 of this Declaration which covers defaults of any Unit Owner in the payment of assessments for Common Expenses.

- g. The Board of Directors may provide coverage for payment of maintenance charges which are abated on behalf of a Unit Owner whose Unit is rendered untenable by an insured peril. The maximum period of abatement of charges may not exceed four (4) months.
- h. The Board of Directors shall analyze insurance coverage at least every five (5) years from the date of this Declaration and shall revise the insurance program in accordance with its analysis, if necessary.
- i. The Association shall represent the Unit Owners in any condemnation proceedings or in negotiations, settlements, and agreements with a condemning authority for acquisition of any portion of the Common Elements. The Unit Owners hereby appoint the Association as their attorney-in-fact for that purpose. If a condemning authority takes or acquires all or part of the Common Elements, the award or proceeds of settlement shall be payable to the Association or its designated trustee to be held in trust for the Unit Owners.
- j. Any restoration or repair of the Property after a partial condemnation or damage due to an insurable hazard shall conform with this Declaration and the original plans and specifications unless the Board of Directors votes otherwise.

12. **Default and Remedies:**

- a. Each Unit Owner, his or her successors and assigns, shall be governed by and shall comply with the terms of this Declaration and the Bylaws as adopted under Title 70, Chapter 23 of the Montana Code Annotated as well as all Amendments to this Declaration and the Bylaws as may be lawfully adopted from time to time.
- b. If any Unit Owner fails to comply with any of the terms of this Declaration or the Bylaws, the Association or other Unit Owners may commence a proceeding at law or in equity to enforce the provisions of the Declaration and the Bylaws.
- c. All Unit Owners shall be liable for the expense of their willful or negligent acts or the willful or negligent acts of their officers, employees, licensees, and invitees to the extent that those expenses are not covered by the proceeds of insurance carried by the Association. If the negligent or willful act of any of the foregoing persons causes the Association to incur repair or maintenance costs for any feature or part of the Common Elements, the Association shall assess those expenses against the Unit Owner which shall constitute a lien subject to foreclosure in accordance with Section 10 of this Declaration.
- d. In any proceeding to enforce the terms of this Declaration or the Bylaws, the prevailing party shall be entitled to recover its costs, charges, and expenses including reasonable attorneys' fees.
- e. Failure of the Association or a Unit Owner to enforce any provision in this Declaration or the Bylaws shall in no event constitute a waiver of the right to do so thereafter.

- f. All rights, remedies, and privileges granted to the Association or a Unit Owner pursuant to the provisions of this Declaration and the Bylaws shall be cumulative, and the exercise of any one or more shall not constitute an election of remedies nor shall it preclude the exercise of other and additional rights, remedies, or privileges granted by this Declaration or the Bylaws or by law.

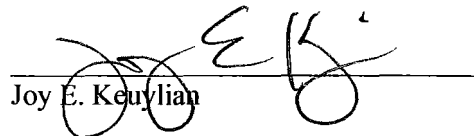
13. **Miscellaneous:**

- a. The Association shall make available to all Unit Owners current copies of this Declaration, the Bylaws, and other books, records, and financial statements of the Association. Upon written request, the Association shall also make available to prospective purchaser's current copies of this Declaration, the Bylaws, and the most recent audited financial statement of the Association.

Upon written request from any Unit Owner, the Association shall prepare and furnish a financial statement for the immediately preceding fiscal year within a reasonable time.

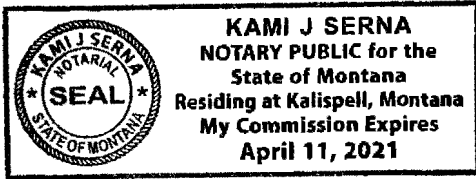
- b. All the provisions of this Declaration and of the Bylaws shall constitute covenants running with the land and any interest therein including, without limitation, every Unit and every Unit Owner, their successors and assigns. Every Unit and every Unit Owner, their successors and assigns, shall be bound by the provisions of this Declaration and the Bylaws.
- c. Each Unit, together with its interest in the Common Elements, shall be considered a parcel of real property subject to separate assessment and taxation by any taxing authority. The Property, the improvements, and the Common Elements shall not constitute a parcel of real property for purposes of taxation.
- d. This Declaration shall be terminated, if at all, in the manner provided in Sections 70-23-801 through 70-23-806 of the Montana Code Annotated.
- e. The County shall take no action which will adversely affect the rights of the Association with respect to the assurances against latent defects in the Property or other rights assigned to the Association, the members of the Association, their successors, and their assigns.
- f. Invalidation of any provision contained in this Declaration by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has caused this First Amendment to and Complete Restatement of Declaration to be executed this 21st day of February, 2019.


Joy E. Keuylian

STATE OF MONTANA)
) ss.
County of Flathead)

This instrument was acknowledged before me on the 21st day of February, 2019 by Joy E. Keuylian.



Kami J. Serina

Notary Public for the State of Montana

CERTIFICATION

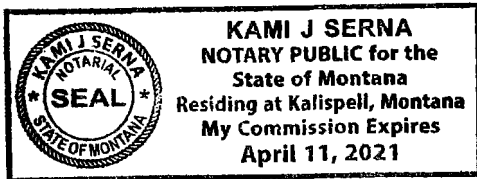
Pursuant to the Declaration of Condominium for Emerald Condominium recorded with the Flathead County Clerk and Recorder as Document No. 201900001488, the undersigned, representing the owner of 100% of the Units and Common Elements of Emerald Condominium, consents and agrees to this First Amendment to and Complete Restatement of the Declaration of Condominium for Emerald Condominium, the sole purpose of which is to replace Exhibits A-2 and A-3 filed with the original Declaration with Exhibits A-2 and A-3 contained within the foregoing First Amendment to and Complete Restatement of the Declaration of Condominium for Emerald Condominium.

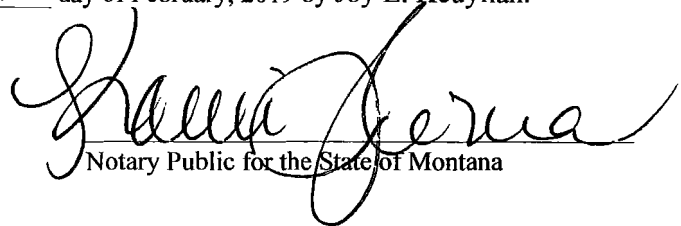
DATED this 21st day of February, 2019.


Joy E. Keuylian

STATE OF MONTANA)
) ss.
County of Flathead)

This instrument was acknowledged before me on the 21st day of February, 2019 by Joy E. Keuylian.




Notary Public for the State of Montana

201900003328
 Page: 15 of 28
 Fees: \$196.00
 2/21/2019 4:03 PM

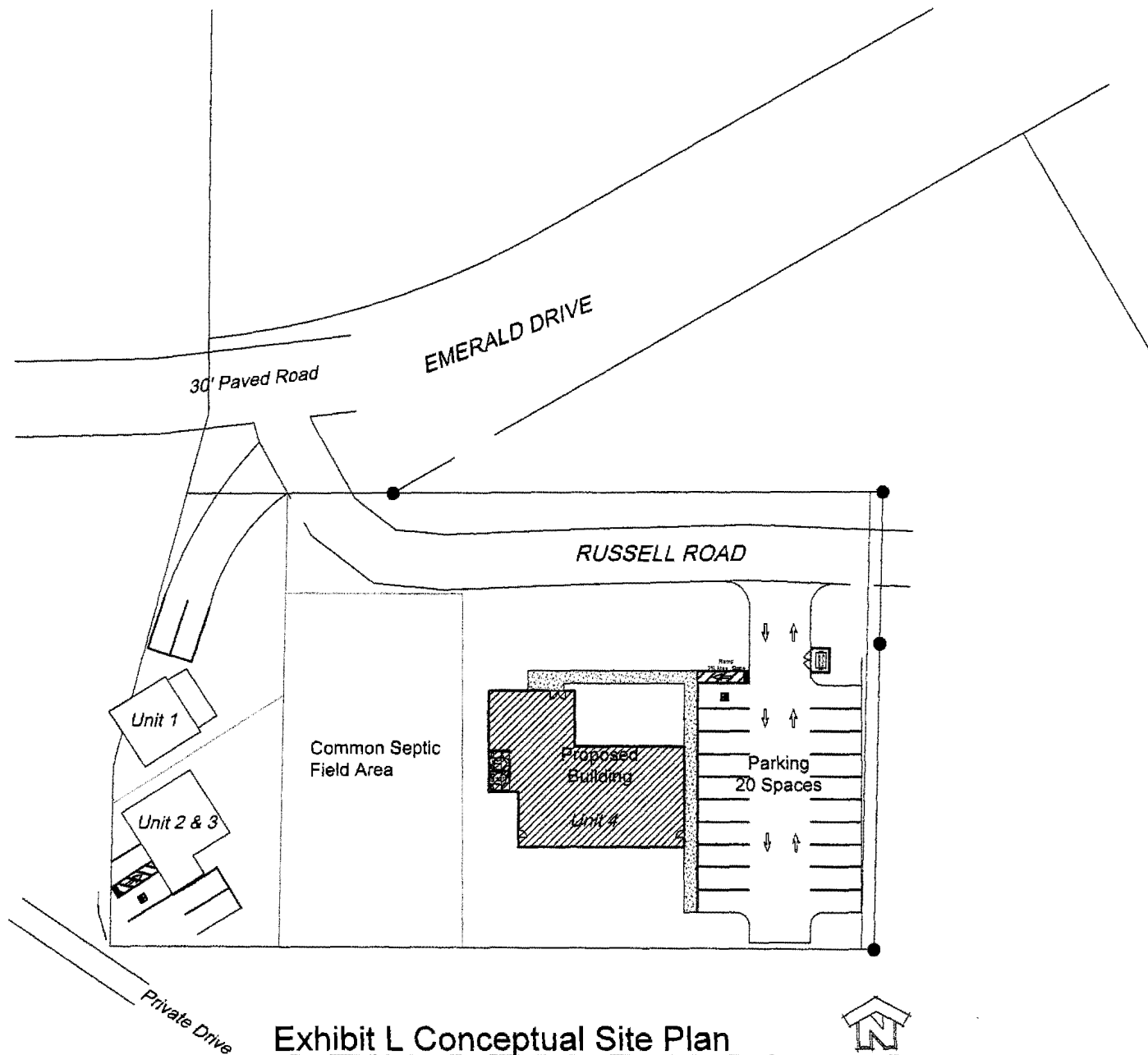


Exhibit L Conceptual Site Plan



HUTSON &
 PARTNERS
 ARCHITECTURE

305 NORTH COAST
 HIGHWAY, SUITE L
 LAGUNA BEACH
 CALIFORNIA 92651
 TEL (949) 715-4062



Architect Stamp

THE EMERALD CONDOMINIUMS:
 5895 HWY 93 S.
 WHITEFISH, MT 59937

Project Location:
 5895 HWY 93 S.
 WHITEFISH, MT 59937

Project Number: ---
 Date: 02/21/2019
 Scale: 1/4" = 1'-0"
 Drawn By: JH
 Checked By: JH
 Approved: N/A
 Approved: N/A
 File Number: XX

Revisions:

Sheet Number:

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201900003328
Page: 16 of 28
Fees: \$196.00
2/21/2019 4:03 PM

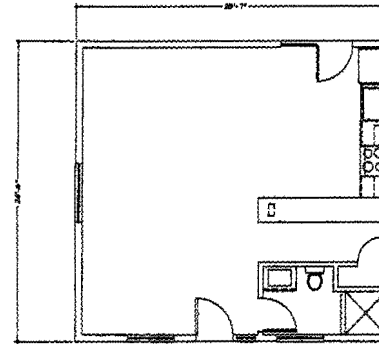


Exhibit E1 Unit 1 Floor Plan
626 Sq.ft.

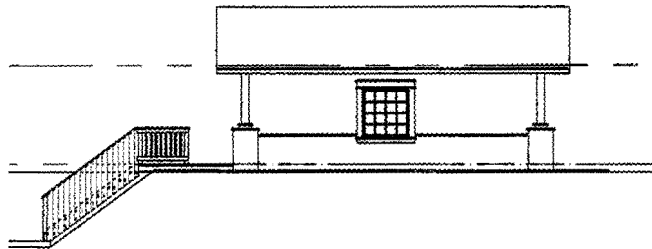


Exhibit A Unit 1 North Elevation

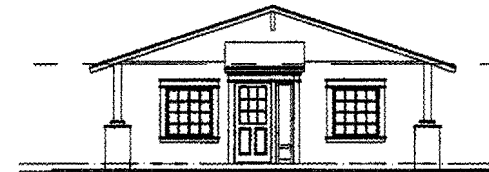


Exhibit D Unit 1 West Elevation

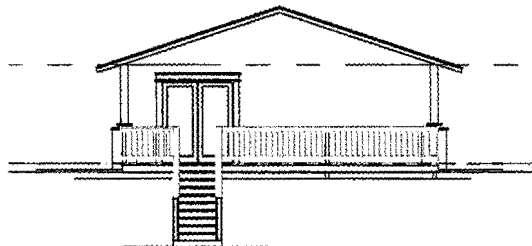


Exhibit C Unit 1 East Elevation

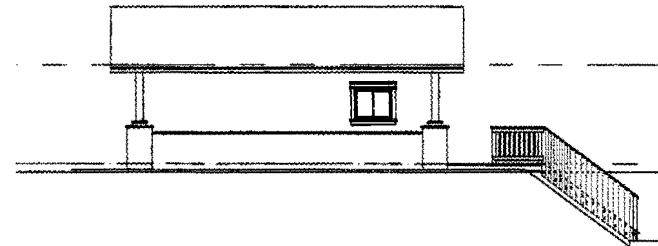


Exhibit B Unit 1 South Elevation



HUTSON &
PARTNERS
ARCHITECTURE
306 NORTH COAST
HIGHWAY, SUITE L
LAGUNA BEACH
CALIFORNIA 92651
TEL (949) 715-4062



Architect Stamp

THE EMERALD CONDOMINIUMS:
5895 HWY 93 S.
WHITEFISH, MT 59937

Project Location:
5895 HWY 93 S.
WHITEFISH, MT 59937

Project Number:	
Date:	1/20/2019
Scale:	1/4" = 1'-0"
Drawn By:	PH
Checked By:	LYH
Approved:	N/A
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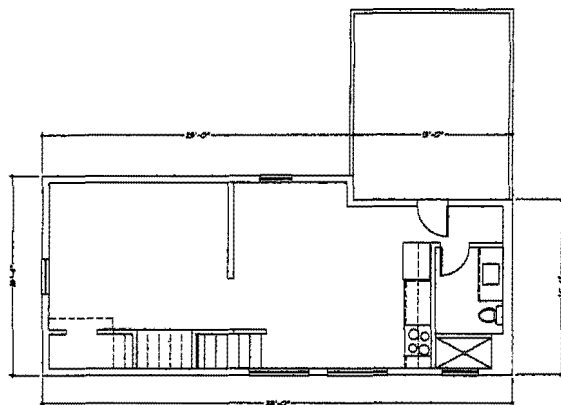


Exhibit J2 Unit 3 Floor Plan

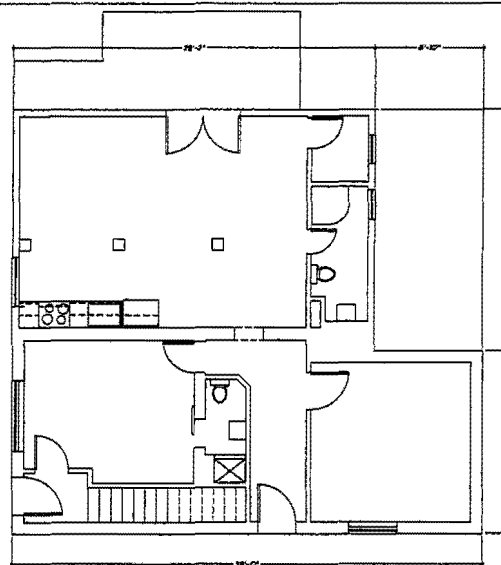


Exhibit J1 Unit 2 Floor Plan
 1107 Sq.Ft.

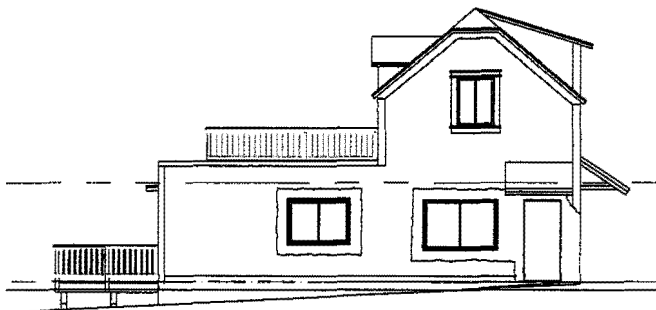


Exhibit F Unit 2 & 3 North Elevation

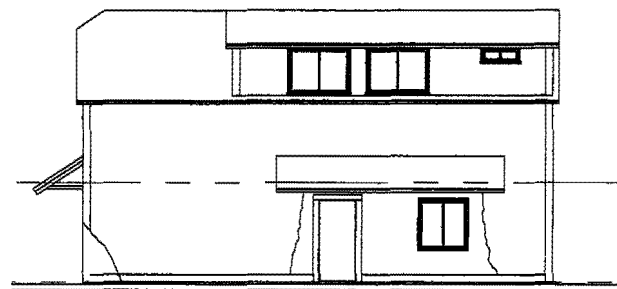


Exhibit I Unit 2 & 3 West Elevation

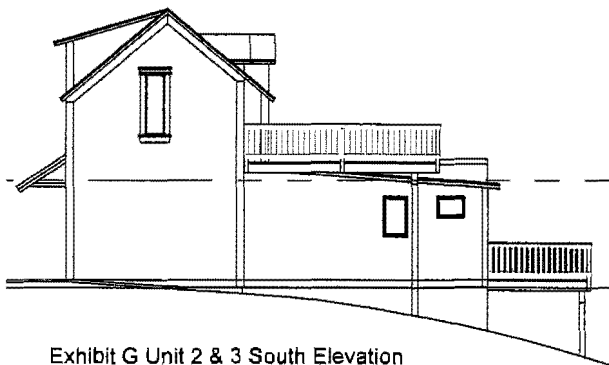


Exhibit G Unit 2 & 3 South Elevation

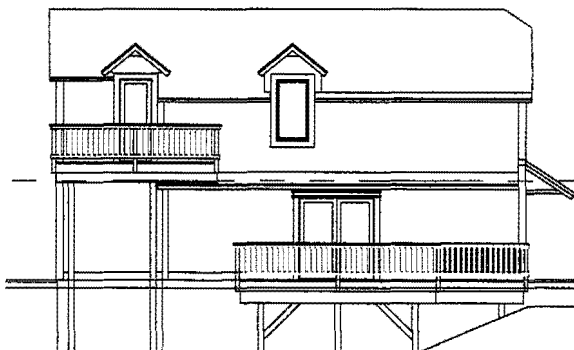


Exhibit H Unit 2 & 3 East Elevation



HUTSON &
 PARTNERS
 ARCHITECTURE

305 NORTH COAST
 HIGHWAY, SUITE L
 LAGUNA BEACH
 CALIFORNIA 92651
 TEL (949) 715-4082



Architect Stamp

THE EMERALD CONDOMINIUMS:
 5895 HWY 93 S.
 WHITEFISH, MT 59937

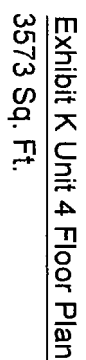
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 5895 HWY 93 S.
 WHITEFISH, MT 59937

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 Checked by: JSH
 Approved: N/A
 Approved: N/A
 File Number: XX

Revisions:
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 Page: 19 of 28
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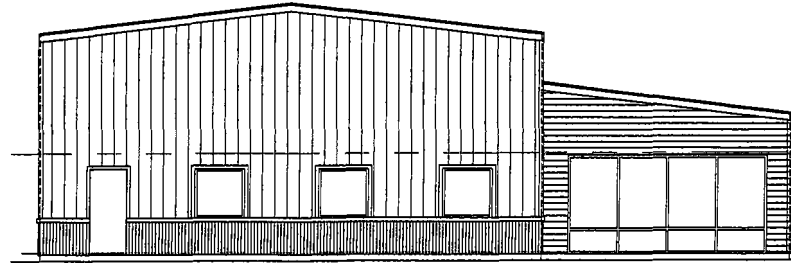


Exhibit K3 East Elevation Unit 4

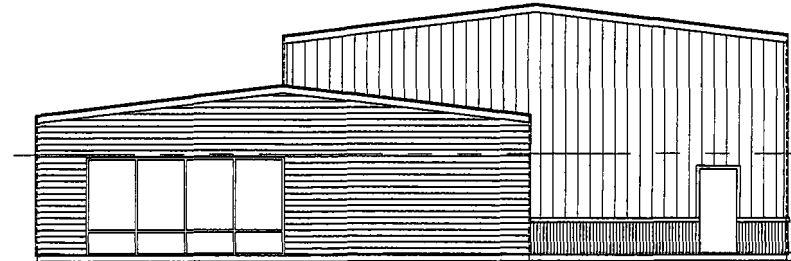


Exhibit K4 West Elevation Unit 4

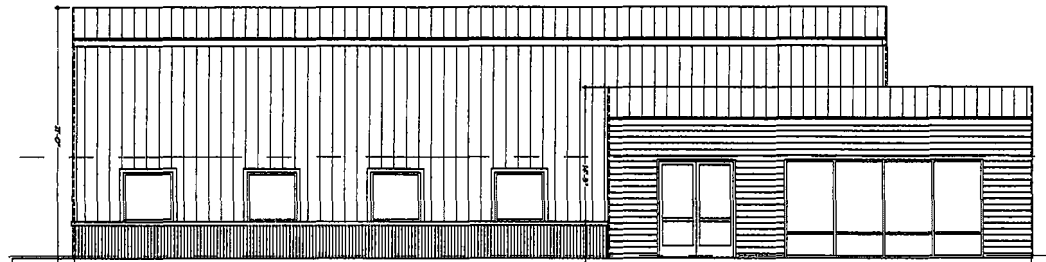


Exhibit K1 North Elevation Unit 4

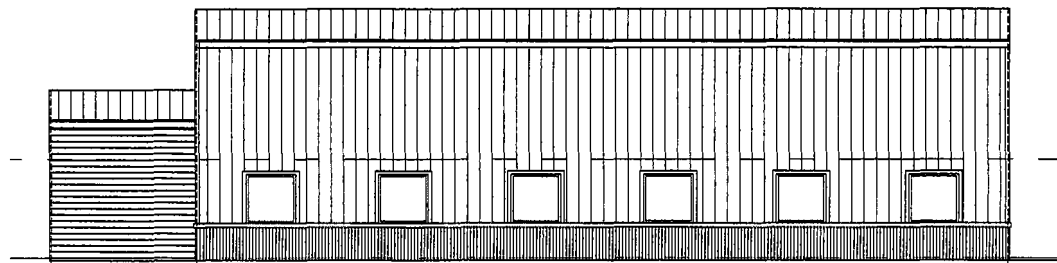
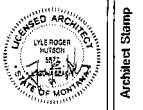


Exhibit K2 South Elevation Unit 4



HUTSON &
 PARTNERS
 ARCHITECTURE
 305 NORTH COAST
 HIGHWAY, SUITE L
 LAGUNA BEACH
 CALIFORNIA 92651
 TEL (949) 715-4062



Architect Stamp

THE EMERALD CONDOMINIUMS:
 5895 HWY 93 S.
 WHITEFISH, MT 59937

Project Location:
 5895 HWY 93 S.
 WHITEFISH, MT 59937

Project Number: ---
 Date: 10/20/2017
 Scale: 1/4" = 1'-0"
 Drawn By: JN
 Checked By: LRM
 Approved: N/A
 File Number: XX

Revisions:	

Sheet Number:

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BYLAWS
OF
EMERALD CONDOMINIUM OWNERS' ASSOCIATION

ARTICLE I

Section 1. The provisions of these Bylaws are applicable to a condominium located on real property described in the Declaration of Emerald Condominium filed or to be filed with the Flathead County Clerk and Recorder, to which a copy of these Bylaws is attached, in accordance with the provisions of the Montana Unit Ownership Act, Title 70, Chapter 23, Montana Code Annotated. All capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Declaration.

Section 2. All present or future Owners, tenants, future tenants, or their employees, or any other person who might use the Property in any manner are subject to the regulations set forth in these Bylaws. The acquisition or rental of any of the Units of the Property or the occupancy of any of the Units shall signify that these Bylaws are accepted and ratified.

ARTICLE II

Section 1. "Unit Owner" of a Unit on the Property means the person owning a Unit in fee simple absolute individually or as co-owner in any real estate tenancy relationship recognized under the laws of the state of Montana. Each Unit Owner, by virtue of ownership, shall be a Member of the Emerald Condominium Owners Association (the "Association"). If ownership of any Unit is vested in more than one person or entity, each person or entity shall be a Member, but the co-Owners or joint Owners shall be deemed to be one Unit Owner for the purpose of voting and shall be entitled to vote only in accordance with the provisions of the Bylaws on voting.

Section 2. Each Unit Owner shall be entitled to a voting interest equal to the voting percentage ("Voting Percentage") set forth in the Declaration or Declaration as Amended. The vote for any Unit owned by more than one person or entity shall be exercised as the co-Owners may among themselves determine, but in no event shall the vote with respect to any one Unit exceed the total voting percentage provided for in this Section and in Paragraph 8 of the Declaration.

Section 3. Ownership shall be determined according to the records of the Clerk and Recorder of Flathead County, Montana provided, however, that an executor, administrator, guardian, or trustee may vote in person or by proxy with respect to any dwelling or Unit owned or held by him, her or it in such capacity, whether or not ownership shall have been transferred to his, her or its name by a duly recorded conveyance.

Section 4. Except as otherwise provided in the Bylaws, the presence in person or by proxy of sixty-five percent (65%) of the Voting Percentage of Unit Owners shall constitute a quorum. Decisions made by Unit Owners at any meeting shall be made by not less than sixty percent (60%) of the total Voting Percentages of Unit Owners. If, however, a quorum shall not be present or represented at any meeting, the Members entitled to vote shall have



the power to adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum is present.

Section 5. At all meetings of Unit Owners, each Unit Owner may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary of the Association. Every proxy shall be revocable and shall automatically cease upon conveyance by the Unit Owner of its Unit. While every proxy shall be revocable, the authority contained therein, unless otherwise limited by its terms, shall be deemed to continue in effect until revoked in writing or until the recording of a conveyance by the Unit Owner of its Unit. Whenever a Unit is owned by two or more persons or entities, the Unit Owners' voting interest may be exercised by any one of the Unit Owners present in the absence of protest by the other Unit Owners.

ARTICLE III

Section 1. The Association shall administer the operation of Emerald Condominium, approve the annual budget, establish and collect assessments, and arrange for the management of the Property pursuant to an agreement containing provisions relating to the duties, obligations, removal, and compensation of the management agent. Except as otherwise provided, decisions and resolutions of the Association shall require approval by a majority vote of the Voting Percentage of Owners attending any meeting of the Association (whether in person or by proxy) at which a quorum is present.

Section 2. The Association shall convene an organizational meeting no later than 120 days after the Declaration has been filed with the Clerk and Recorder of Flathead County, Montana.

Section 3. The Association shall convene its annual meeting at the time and place specified in the written notice provided to Members of the Association as provided in Section 5 of this Article.

Section 4. Any two (2) Members of the Board of Directors or the management agent, by written request, may call a special meeting at any time.

Section 5. The Association shall deliver written notice of any annual or special meeting to each Unit Owner no less than ten (10) days prior to the date of the meeting. The notice shall specify the time, date, place, and purpose of the meeting. The Association shall deliver the notice to each Unit Owner personally by leaving the notice at the Unit Owner's usual place of business or by mailing it, postage prepaid, addressed to the Unit Owner at his last known address as reflected by the Association's records. If notice is given pursuant to the provisions of this Section, the failure of any Unit Owner to receive actual notice of the meeting shall in no way invalidate the meeting or any proceedings conducted at the meeting.

Section 6. The Association shall transact no business at a special meeting except as stated in the notice unless by consent of two-thirds ($\frac{2}{3}$) of the Board of Directors present, either in person or by proxy.

Section 7. The order of business at all meetings of the Association shall be as follows:

- a. Proof of Notice of Meeting or Waiver of Notice.
- b. Determination of quorum.
- c. Reading of Minutes of preceding meeting.

- d. Reports of officers.
- e. Reports of committees.
- f. Appointment of Directors, if applicable.
- g. Unfinished business.
- h. New business.
- i. Adjournment.

ARTICLE IV

Section 1. The affairs of the Association shall be governed by a Board of Directors composed of three (3) persons. The initial Directors shall be selected and identified by the Declarant of the Declaration of Condominium of Emerald after same is recorded.

Section 2. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not by law or by these Bylaws directed to be exercised or done by the Unit Owners. The Board of Directors shall serve without compensation.

Section 3. In addition to duties imposed by these Bylaws or by resolutions of the Association, the Board of Directors shall have the following powers and duties:

- a. To enforce the provisions of the Declaration and Bylaws by appropriate action.
- b. To provide for management of the Property by contracting, if appropriate, with a suitable and capable manager or management company for operation and maintenance of the Property.
- c. To impose, charge, and collect assessments as allowed by the Bylaws and the Declaration.
- d. To delegate authority to the manager for routine conduct of business, subject at all times, however, to ultimate authority residing in the Board of Directors.
- e. To prepare an annual budget in order to determine the amount of the assessments payable by the Unit Owners to meet Common Expenses, and to allocate and assess common charges among Unit Owners according to their respective interests in the General Common Elements.
- f. To impose, charge, and collect special assessments whenever necessary in order to meet increased operating or maintenance expenses or because of emergency.
- g. To take appropriate legal action to collect delinquent assessments, and to impose, charge, and collect penalties and charge interest in accordance with these Bylaws.
- h. To defend, in the name of the Association, any and all lawsuits wherein the Association is a party defendant or the Property is at issue.

- i. To enter into contracts and agreements necessary to carry out the duties set forth in these Bylaws.
- j. To establish a bank account for the Association and to keep records and accounts according to generally accepted accounting practices.
- k. To establish rules and regulations for conduct, behavior, and use of the General Common and Limited Common Elements.
- l. To make repairs, alterations, additions, and improvements to the General Common and Limited Common Elements consistent with managing Emerald Condominium in the best interest of the Unit Owners.

Section 4. The Members of the Board of Directors shall serve staggered terms of two (2) years, with the terms of two (2) Members of the Board of Directors expiring in even years and the terms of one (1) Member of the Board of Directors expiring in odd years. The Directors shall hold office until their successors have been appointed and hold their first meeting.

Section 5. A Director may be removed by a vote of the Unit Owners of at least sixty-five percent (65%) of the undivided interests in the General Common Elements. Vacancies on the Board of Directors, however, must be filled in accordance with Article IV, Section 7 of these Bylaws.

Section 6. No Director shall receive remuneration for services performed by him or her for the Association in any other capacity unless the Board of Directors unanimously adopts a resolution authorizing the remuneration before the services are undertaken. A Director may not be an employee of the Association.

Section 7. If a vacancy occurs in the Directors, the remaining Directors shall appoint another Director to then and there fill the vacancy for the remainder of the term. However, if a Director is removed pursuant to Article IV, Section 5 of these Bylaws, the Unit Owners then voting shall, at the time of removal, appoint a new Director by majority vote.

Section 8. The Board of Directors shall hold their first meeting immediately following the annual meeting of the Association and, provided that a majority of the Board of Directors is present, no notice shall be necessary to the newly appointed Directors in order to legally constitute such a meeting.

Section 9. The Board of Directors may hold regular meetings at such time and place as shall be determined from time to time by a majority of the Directors provided, however, that the Board of Directors shall hold at least two (2) regular meetings during each fiscal year. The Board of Directors shall give notice of its regular meetings to each Director, personally or by mail, telephone, or email, at least three (3) days prior to the day named for the meeting.

Section 10. The Chairman of the Board of Directors may call special meetings on three (3) days' notice to each Director, given personally or by mail, telephone, or email, stating the time, date, place, and purpose of the meeting. The President or Secretary of the Board of Directors shall call special meetings in a like manner and on a like notice upon the written request of at least two (2) Directors. All Directors' meetings shall be held within Flathead County, Montana.

Section 11. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of the meeting, and the waiver shall be deemed equivalent to the giving of notice. Furthermore, attendance by a Director at any meeting of the Board of Directors shall constitute waiver of notice by him or her of the time and place of

the meeting. If all the Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 12. A majority of the Directors shall constitute a quorum of the Board of Directors for the transaction of business at any meeting. If, however, a quorum is not present or represented at any meeting, the Directors present at the meeting shall have the power to adjourn the meeting from time to time without notice other than an announcement at the meeting until a quorum shall be present or be represented. If a quorum shall be present or be represented at the meeting following such adjournment, any business which might have been transacted at the meeting as originally called may be transacted without further notice. Unless a different percentage is specified herein, the act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board.

Section 13. The Board of Directors may require that officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds, with the premiums on such bonds to be paid by the Association.

Section 14. In the event there is a deadlock in voting of the Board of Directors, the Members of said Board shall mutually agree upon the appointment of a mediator who shall decide the deadlocked issue. The mediator's decision shall be binding upon the Board of Directors.

ARTICLE V

Section 1. The Board of Directors, at its annual meeting, shall elect the following officers: Chairman, Vice-Chairman, and Secretary/Treasurer (combined office), and may elect any assistants the Board of Directors may deem necessary. The officers shall be Directors.

Section 2. The officers of the Association shall hold office at the pleasure of the Board of Directors, and in the event of a vacancy, the Board of Directors shall elect a successor at any regular meeting or at any special meeting called for that purpose.

Section 3. The Chairman shall preside at all meetings of the Association and of the Board of Directors. The Chairman shall have general supervision over the affairs of the Association and its officers and all of the powers and duties usually vested in the office of president or chairman of an association including, but not limited to, the power to appoint committees from among the Unit Owners from time to time as the Chairman may in his or her discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 4. The Vice-Chairman shall act for the Chairman in the event of the absence or disability of the latter and shall also perform any other duties as from time to time may be imposed upon him or her by the Board of Directors.

Section 5. The Secretary/Treasurer shall keep all books and records of the Association and of the Board of Directors and shall record all Minutes of meetings of both.

Section 6. The Secretary/Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association, and, shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in any depositories as the Board of Directors may from time to time designate.

ARTICLE VI

Section 1. The Board of Directors shall approve assessments against the Unit Owners, and the Unit Owners shall pay the assessments to the Association in accordance with the following provisions:

- a. The Board of Directors shall approve assessments for the repair, replacement, general maintenance, management, and administration of the General Common and Limited Common Elements and for payment of insurance premiums. The Board of Directors shall base and compute the assessments on the percentage interest that each Unit Owner has in the General Common Elements as provided in the Declaration.
- b. The Unit Owners shall pay any assessments imposed and charged in the proportions set forth in the provision of the Declaration authorizing the assessment.
- c. The Board of Directors may maintain separate accounts for operating expenses and for reserves. The Board of Directors shall, however, account for the funds collected from each Unit Owner separately and shall pay the Common Expenses in the same proportion in which the Board of Directors collected the assessments. The Board of Directors shall maintain the following records:
 - i. Common Expense Records – to which shall be credited collections for assessments for all Common Expenses including liability and hazard insurance premiums and payments received for defraying costs of the use, reconstruction, and repair of Common Elements.
 - ii. Limited Common Expense Records – to which shall be credited collections for assessments for all Limited Common Expenses.
 - ii. Alteration and Improvement Accounts – to which the Board of Directors shall credit all sums collected for alteration and improvement assessments.
 - iii. Emergency Account – to which the Board of Directors shall credit all sums collected for emergencies.
- d. All Unit Owners shall be obligated to pay assessments for Common Expenses in monthly installments. The Board of Directors shall impose, charge, and collect assessments for Common Expenses for each fiscal year (January 1 through December 31) reasonably required for the proper management, maintenance, and operation of the Common Elements. The annual assessments shall be due and payable in twelve (12) equal consecutive monthly payments due on the first day of each month. The total of the assessments shall be in the amount of the estimated Common Expenses for the year including a reasonable allowance for contingency and reserves less the amounts of unneeded Common Expense account balances. If an annual assessment is not made as required, a payment in the amount required in the last prior assessment shall be due upon each assessment payment date until changed by a new assessment.
- e. The Board of Directors shall impose, charge, and collect other assessments in accordance with the provisions of the Declaration to be paid at the time determined by the Board of Directors.
- f. The Secretary/Treasurer shall maintain records showing assessments made against Unit Owners. The Secretary/Treasurer shall make the records available for inspection by Unit Owners at all

reasonable times. The records shall show the amounts of all assessments paid and unpaid. The Secretary/Treasurer may issue certificates as to the status of a Unit Owner's assessment account to any person or entity the Unit Owner may request in writing, and the certificates shall limit the liability of any person or entity to whom it is addressed other than the Unit Owner.

- g. Unit Owners and their grantees shall be jointly and severally liable for all unpaid assessments due and payable at the time of a conveyance without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor. Unpaid portions of assessments which are due shall be secured by a lien upon the Unit as provided in the Declaration upon the filing of a claim in accordance with the provisions of Section 70-23-607 of the Montana Code Annotated.
- h. Any portion of an assessment paid more than ten (10) days after the date when due shall bear interest at the rate set forth in the Declaration for Emerald Condominium. The Board of Directors shall apply all payments first to interest due and then to the earliest assessment due. The Board of Directors shall credit the Common Expense account with all interest collected.

Section 2. Maintenance and Repair.

- a. Every Unit Owner must perform promptly all maintenance and repair work within its own Unit which, if omitted, would affect the project in its entirety or in any part belonging to other Unit Owners. Each Unit Owner shall be responsible for the damages and liabilities caused by its failure to act.
- b. Each Unit Owner shall bear the cost of all the repairs of internal installations to the Unit such as water, light, gas, power, sewage, telephones, air conditioners, sanitary installations, doors, windows, lamps, and all other accessories and appliances belonging to the Unit.
- c. Each Unit Owner shall reimburse the Association for any expenditures incurred in repairing or replacing any Common Element damaged by the willful or negligent acts of that Unit Owner to the extent such expenditures are not covered by the proceeds of insurance carried by the Association.

Section 3. As provided in Paragraph 7(d) of the Declaration, no Unit Owner shall make any structural modifications or alterations to its Unit that could increase the insurance premium without previously notifying the Board of Directors in writing through the management agent or the Chairman of the Association if no management agent is employed. The Board of Directors shall have the obligation to answer within forty-five (45) days after receiving notice. Failure by the Board of Directors to answer within the stipulated time shall mean that there is no objection to the proposed modification of alteration.

Section 4. The managing agent and any person authorized by the Board of Directors shall have the right to enter each Unit in case of any emergency originating in or threatening the Unit or the Property whether or not the Unit Owner or occupant is present at the time. Every Unit Owner and occupant, when so required, shall permit other Unit Owners or their representatives to enter its Unit at reasonable times for the purpose of performing authorized installations, alterations, or repairs to the Common Elements therein provided, however, that each Unit Owner shall request entry in advance and that each Unit Owner shall enter only at a time convenient for the other Unit Owner.

Section 5. The Board of Directors may adopt, delete, or amend the Rules of Conduct relating to the details of the operation of Emerald Condominium and the use of Units, Common Elements, and Limited Common Elements at any regular meeting or at any special meeting called for that purpose.

ARTICLE VII

Section 1. No Director or officer of the Association shall be liable for acts or defaults of any other officer or Member or for any loss sustained by the Association or any Member thereof unless the loss has resulted from his or her own willful misconduct or negligence.

Section 2. Every Director, officer, and Member of the Association shall be indemnified by the Association against all reasonable costs, expenses, and liabilities (including attorneys' fees) actually and necessarily incurred by or imposed upon him or her in connection with any claim, action, suit, proceeding, investigation, or inquiry of whatever nature in which he or she may be involved as a party or otherwise by reason of his or her having been an officer or Member of the Association whether or not they continue to be a Director, officer, or Member of the Association at the time of incurring the cost, expense, or liability. This provision shall apply except in relation to matters as to which he or she shall be finally adjudged in any action, suit, proceeding, investigation, or inquiry to be liable for willful misconduct or negligence towards the Association in the performance of his or her duties or, in the absence of a final adjudication, any determination of liability by the opinion of legal counsel selected by the Association. The foregoing right of indemnification shall be in addition, and not in limitation of, all rights to which every Director, officer, and Member of the Association may be entitled as a matter of law and shall inure to the benefit of their legal representatives.

ARTICLE VIII

The Association may establish, from time to time, the fiscal year of the Association.

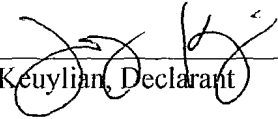
ARTICLE IX

Section 1. The Association may amend these Bylaws in a duly constituted meeting for such purpose. No amendment shall take effect unless approved by Unit Owners collectively possessing seventy-five percent (75%) of the Voting Percentages declared in the Declaration and until a copy of the Bylaws, as amended and certified by the presiding officer and Secretary of the Association, is recorded in the office of the Clerk and Recorder of Flathead County, Montana provided, however, that the contents of these Bylaws shall always contain those particulars which are required to be contained herein by the Montana Unit Ownership Act, Title 70, Chapter 23, Montana Code Annotated.

Section 2. These Bylaws shall be construed, if necessary, to be consistent with the provisions of the Montana Unit Ownership Act and any amendment or revision to the Montana Unit Ownership Act, or any law that replaces, in whole or in part, the Montana Unit Ownership Act.



IN WITNESS WHEREOF, Declarant of the **DECLARATION FOR EMERALD CONDOMINIUM** has executed and certified and adopted these bylaws as of the 23rd day of January, 2019.



Joy Keuylian, Declarant

Return to:
Johnson, Berg & Saxby, PLLP
P.O. Box 3038
Kalispell, MT 59903-3038



Debbie Pierson, Flathead County MT by NC

201900008445

Page: 1 of 25

Fees: \$175.00

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**SECOND AMENDMENT TO AND COMPLETE RESTATEMENT OF THE
DECLARATION OF CONDOMINIUM
FOR
EMERALD CONDOMINIUM**

THIS SECOND AMENDMENT TO AND COMPLETE RESTATEMENT OF THE DECLARATION OF CONDOMINIUM FOR EMERALD CONDOMINIUM (sometimes "Declaration") under the Montana Unit Ownership Act is executed this 6 day of May, 2019, by **JOY KEUYLIAN** ("Declarant"), of PO Box 5270, Whitefish, Montana 59937.

WHEREAS, that certain Declaration of Condominium for Emerald Condominium dated January 23, 2019 was filed with the Flathead County Clerk and Recorder as Document No. 201900001488 on January 25, 2019; and

WHEREAS, said Declaration was amended and completely restated by that First Amendment to and Complete Restatement of the Declaration of Condominium for Emerald Condominium dated February 21, 2019 and filed with the Flathead County Clerk and Recorder as Document No. 201900003328 on February 21, 2019; and

WHEREAS, pursuant to said Declaration and the First Amendment thereto, an amendment thereto is authorized to be made with the consent of seventy-five percent (75%) of the Unit Owners; and

WHEREAS, the undersigned, being the owner of one hundred percent (100%) of the Units and common elements of Emerald Condominium desires to amend the First Amendment to and Complete Restatement of the Declaration of Condominium for Emerald Condominium to eliminate Unit 4 from the Emerald Condominium.

NOW, THEREFORE, in consideration of the foregoing recitals and amendment powers contained both within the original Declaration and pursuant to Montana law, the undersigned hereby amends and completely restates the original Declaration as follows:

1. **Definition and Terms**: Unless the context expressly provides otherwise, the following definitions shall apply throughout this Declaration and in the interpretation thereof:
 - a. **Association** means Emerald Condominium Association or such other Association the Unit Owners designate.

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- b. **Board of Directors** means the Board of Directors of the Association as more particularly defined in the Bylaws.
- c. **Common Elements** means both General Common Elements and Limited Common Elements.
- d. **Common Expenses** means expenses of administration, maintenance, repair, or replacement of Common Elements, expenses agreed upon by the Association, and expenses declared common by the Montana Unit Ownership Act.
- e. **General Common Elements** has the same meaning as set forth in Section 70-23-102(7), MCA.
- f. **Limited Common Elements** means those Common Elements reserved for the use of a certain Unit or number of Units to the exclusion of the other Units.
- g. **Limited Expenses** means expenses associated with Limited Common Elements.
- h. **Property** means all the land and all buildings, improvements, and structures on the land, and all easements, rights, and appurtenances belonging thereto which are submitted to the Montana Unit Ownership Act by this Declaration.
- i. **Unit** means the three (3) separate Units of Emerald Condominium. Each Unit is intended for independent use with a direct exit to a common area or areas leading to a public street, together with an undivided interest in the Common Elements. Notwithstanding anything to the contrary contained herein, Declarant reserves the right to construct a fourth Unit in accordance with the reservation of rights set forth in Section 3 hereof. In the event said Unit is constructed, it shall be memorialized in a further amendment to this Second Amendment to and Complete Restatement of the Declaration of Condominium for Emerald Condominium, as referenced in Sections 3 and 9 hereof.
- j. **Unit Owner** means the person or entity owning a Unit in fee simple absolute or in any real estate tenancy recognized under the laws of Montana, including an undivided interest in both the land and improvements constituting the Property.

2. **Property Subject to Declaration:** The Property subject to this Declaration consists of the following land and improvements situation in City of Whitefish, County of Flathead, State of Montana:

Tract 1 of Certificate of Survey No. 20186 located in the SE¼ of Section 12, Township 30 North, Range 22 West, according to the map or plat thereof on file and of record in the office of the Flathead County Clerk and Recorder.

3. **Name and Description of Property:** The Property subject to this Declaration shall be known as Emerald Condominium. The Property consists of 1.209 acres on which two (2) wood frame buildings exist One of the buildings has an area of 626 square feet on a single floor (Unit 1), and the other building has an area of 1,707 square feet on two (2) floors (Units 2 and 3).



Unit 1 – 626 square feet
Unit 2 – 1,107 square feet
Unit 3 – 600 square feet

The Units are depicted on Sheet Numbers A-1 – A-3 attached hereto and more specifically described below.

For identification and descriptive purposes, the following Exhibits are attached and incorporated by this reference, into this Declaration:

UNIT 1:

Sheet No. A-2

EXHIBIT A – Elevation study depicting North Elevation of Unit 1.
EXHIBIT B – Elevation study depicting South Elevation of Unit 1.
EXHIBIT C – Elevation study depicting East Elevation of Unit 1.
EXHIBIT D – Elevation study depicting West Elevation of Unit 1.
EXHIBIT E1 – Unit 1 Floor plans depicting square footage of Unit 1.

UNITS 2 & 3:

Sheet No. A-3

EXHIBIT F – Elevation study depicting North Elevation of Units 2 and 3.
EXHIBIT G – Elevation study depicting South Elevation of Units 2 and 3.
EXHIBIT H – Elevation study depicting East Elevation of Units 2 and 3.
EXHIBIT I – Elevation study depicting West Elevation of Units 2 and 3.
EXHIBIT J1 – Unit 2 Floor plan depicting square footage of Unit 2.
EXHIBIT J2 – Unit 3 Floor plan depicting square footage of Unit 3.

CONCEPTUAL SITE PLAN:

Sheet No. A-1

EXHIBIT L – Conceptual Site Plan depicting building footprint, landscaping, parking and street approaches.
EXHIBIT M – Bylaws of Emerald Condominium Owners' Association.

Each Unit, together with its appurtenant undivided interest in the Common Elements, shall compromise one Unit, shall be inseparable, and may be conveyed, leased, devised, or encumbered only as a condominium Unit. Each Unit shall be bound as to both horizontal and vertical boundaries as shown on the floor plans set forth on the Exhibits attached hereto, subject to any encroachments contained in the building whether they exist now or are created by construction, settlement, or movement of the building or by permissible repairs,



reconstruction, or alterations. Each Unit shall include all of the walls and partitions within the Unit's perimeter boundaries, the interior decorated or finished surfaces of all walls, floors, and ceilings within the Unit's perimeter boundaries, and all fixtures attached to the Property that are within the Unit's perimeter walls.

Each Unit Owner shall maintain the interior of its Unit and shall maintain all other areas, features, or parts of its Unit and all Property not otherwise maintained by the Association. Each Unit Owner shall maintain all fixtures and equipment located within its Unit and utilities serving that Unit. Each Unit Owner shall also maintain and repair any appliances, such as air conditioning units, located in the exterior of his or her Unit. No Unit Owner shall permit any act or work to be performed on his or her Unit that will impair the structural soundness or integrity of the Unit or impair any easement or hereditament, and no Unit Owner shall allow any condition to exist which will adversely affect the other Units or Unit Owners. The Association shall maintain the utility lines and water lines up to the point of entry of those lines into Units.

Notwithstanding any provision to the contrary contained herein, Declarant reserves the right to construct a Unit which shall be known as Unit 4 on that portion of the real property located east of the "Common Septic Field Area" depicted on Exhibit L (Sheet A-1). The size of said Unit shall not exceed 5,000 square feet. In the event Unit 4 is constructed by Declarant, the entire area east of the "Common Septic Field Area" depicted on Exhibit L (Sheet A-1) should be a Limited Common Element reserved for the sole use of Unit 4.

Notwithstanding anything to the contrary contained herein, there shall be no development that occurs (other than such Unit 4 and its appurtenances) on the property the subject hereof east of the "Common Septic Field Area" as depicted on Exhibit L (Sheet A-1).

4. **Appurtenances/Easements:** The Units shall include the following appurtenances, whether or not separately described, conveyed, or encumbered:
- a. Each Unit shall include an undivided interest in the Common Elements as set forth in Section 5 of this Declaration.
 - b. Each Unit shall include Association membership and an undivided interest, as set forth in Section 5 of this Declaration, in the funds and assets held by the Association for the benefit of the Unit Owners.
 - c. Each Unit shall benefit from the following easements:
 - i. An easement through the Common Elements for ingress and egress for all persons making use of the Common Elements in accordance with the terms of this Declaration, including all easements and rights-of-way of record at or before the recording of this Declaration. The Property, and all portions thereof, shall be subject to the easements as shown on any recorded plat affecting the Property as shown on the recorded plat.
 - ii. An easement is granted to the Emerald Condominium Owners Association (hereinafter "Association"), its officers, agents, employees, and assigns, through the Units and Common Elements for maintenance, repair, and replacement of any features or parts of the Units and Common Elements. Use of these easements, however, shall be limited to reasonable hours, except that access may be had at any time in case of emergency.



- iii. An easement is granted to the Association, its officers, agents, employees, and assigns, to repair and maintain structural support for the benefit of the Common Elements for every portion of a Unit which contributes to the structural support of the buildings.
- iv. An easement is granted for encroachments and maintenance of encroachments of any portion of the Common Elements upon a Unit and easements for encroachments and maintenance of encroachments of any portion of a Unit upon the General Common Elements, the Limited Common Elements, or an adjoining Unit.

The encroachments and easements set forth in this Section 4 shall not constitute encumbrances either on the Common Elements or on the Units for purposes of marketability of title.

5. **General Common Elements:** The General Common Elements include, but are not limited to, the land specifically described in Section 2 of this Declaration, all buildings on the Property except the individual Units, all exterior doors, windows, screens, fences, roadways, curbs, gutters, sidewalks and landscaping amenities, and all other elements necessary for the safety, maintenance, and existence of the Property and all the buildings except for the individual Units and all those items listed in Section 70-23-103(7), MCA.

The owner of each Unit shall have an undivided interest in the common Elements, and corresponding liability for Common Expenses as follows:

<u>UNIT</u>	<u>PERCENTAGE INTEREST</u>
Unit No. 1	26.8%
Unit No. 2	46.4%
Unit No. 3	26.8%
Total:	100%

Notwithstanding anything to the contrary contained herein, in the event the Declarant constructs Unit No. 4, which is a right reserved to Declarant herein, the amendment to the Declaration of Condominium for Emerald Condominium shall reflect the following amended Percentage Interests in the Common Elements:

<u>UNIT</u>	<u>PERCENTAGE INTEREST</u>
Unit No. 1	11%
Unit No. 2	19%
Unit No. 3	11%
Unit No. 4	59%
Total:	100%



6. **Limited Common Elements:** The Limited Common Elements are those Common Elements reserved for the use of fewer than all of the Unit Owners. Without limiting the foregoing, the Limited Common Elements shall include entrances, stoops, flues, chimneys, ducts, cables, conduits, public utility lines, water, sewer, electrical, gas, cable television lines, hot and cold water pipes (all such utility pipes and lines are Limited Common Elements where they service fewer than all of the Units; where they service all of the Units, they shall be General Common Elements), boilers, hot water tanks, and fixtures, or other portions of the building servicing only a particular Unit or less than all the Units, skylights, and the utilities and heating contained within such individual Unit to the exclusion of the use thereof by the Owners, except by invitation.

The parking spaces developed or to be developed adjacent to Unit 1 shall be a Limited Common Element reserved for the use of the Owner of Unit 1 and its invitees. Russell Road, as depicted on Exhibit L (Sheet A-1), shall be a Limited Common Element for the use of the Owner of Unit 1 and its invitees.

The parking spaces developed or to be developed adjacent to Units 2 and 3 shall be a Limited Common Element reserved for the use of the Owners of Units 2 and 3 and their invitees. Russell Road, as depicted on Exhibit L (Sheet A-1), shall be a Limited Common Element for the use of the Owner of Units 2 and 3 and their invitees.

Allocation of Limited Common Parking Areas for Units 2 & 3: The Association shall be empowered to allocate parking spaces adjacent to Units 2 and 3 to the Owners of Units 2 and 3 should any dispute arise as to the use of those Limited Common Elements, which determination shall be reduced to writing and filed with the Association records. Notwithstanding the foregoing, all parking spaces adjacent to Unit 1 shall be a limited element appurtenant to Unit No. 1 to the exclusion of the other Unit owners, their guests and invitees.

7. **Use of Units and Elements:** The Units and Common Elements shall be occupied and used in accordance with the following:
- a. Each Unit Owner shall maintain and repair his or her Unit
 - b. No Unit Owner shall permit any activity in any Unit or in the Common Elements which will increase the rate of insurance of the Property without the prior written consent of the Association. Furthermore, no Unit Owner shall permit any activity in any Unit or in the Common Elements which will result in the cancellation of insurance on the Property or which would be in violation of any law.
 - d. No Unit Owner shall permit any nuisance or any practice which may be a source of annoyance to other Unit Owners or which interferes with the peaceful possession and proper use of the Property by the Unit Owners. No Unit Owner shall permit any immoral, improper, offensive, or unlawful use to be made of the Property. Each Unit Owner shall observe all valid laws, zoning ordinances, and regulations of all applicable governmental entities.
 - e. No Unit Owner shall alter the Common Elements or permit the construction of anything within the Common Elements except upon the written consent of the Association. Nothing shall be permitted to be constructed in the Common Area designated as "Common Septic Field Area" on Exhibit L (Sheet A-1) and said area shall not be used for parking or storage of any kind.
 - f. No Unit Owner shall permit any act in any Unit or in the Common Elements which will impair the structural integrity of the Property or will structurally change the Property except as otherwise provided in this Declaration.



- g. The Association shall maintain the exterior of all Common Elements and shall decorate and maintain all General Common Elements. No Unit Owner shall maintain, decorate, or landscape the exterior of the General Common Elements except by previous written authorization of the Association.
- h. Notwithstanding anything to the contrary contained herein, Unit Owners shall be entitled to cause signage to be placed in or on the exterior portion of the Unit Owners as approval by the City of Whitefish and in proportion to the relative size of the Unit (in relative to all other Units).
- i. Any question arising under the use restrictions set forth in this Section 1 may be referred to the Board of Directors of the Association. In addition, the Board of Directors may grant variances from the strict provisions and effect of these restrictions and covenants provided that any variance granted shall be granted only upon the written decision of a majority of the Board of Directors. All determinations as to the construction and interpretation of the provisions included in this Declaration shall require the vote of a majority of the Board of Directors and shall be set forth in writing. All determinations as to the construction and interpretation of such provisions shall be final.

8. **Administration:** The administration of Emerald Condominium shall conform with the provisions of this Declaration and with the provisions of the Bylaws attached hereto as Exhibit M and by this reference incorporated herein.

The obligation of each Unit Owner to pay a percentage of the Common Expenses assessed by the Association shall commence immediately after the recording of the Declaration with the Clerk and Recorder of Flathead County, Montana.

The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of those features and parts of the Common Elements that the Association shall maintain in accordance with this Declaration. The Association shall maintain the fund from the regular assessments for Common Expenses.

9. **Revocation or Amendment of Declaration Provisions:** Neither the Unit Owners nor the Directors shall revoke or amend any of the provisions of this Declaration unless seventy-five percent (75%) of all Unit Owners agree to the revocation or Amendment by duly recorded instrument. The Board of Directors shall record all Amendments in the office of Clerk and Recorder of Flathead County, Montana. Notwithstanding any contrary provision of this Declaration, if and in the event Declarant constructs Unit No. 4, which right is reserved to Declarant herein, Declarant expressly reserves to itself, its successors and assigns, the right to amend this Declaration to be substantially identical to that Amendment to and Complete Restatement of the Declaration of Condominium for Emerald Condominium dated February 21, 2019 and filed with the Flathead County Clerk and Recorder as Document No. 201900003328 on February 21, 2019, which reservation is an express condition of ownership of Units in the condominium and is senior to the conveyance and/or mortgage of such Units. By acceptance of deeds of their Units, Unit Owners shall be deemed to have designated and appointed Declarant as their attorney-in-fact for the sole, limited and exclusive purpose of amending this Declaration in accordance with this section, so that an Amendment filed by Declarant pursuant hereto shall result in the amendment and reduction of such fractional interest without further action or consent by Unit Owners. All Unit Owners acknowledge and understand that they shall not be allowed to prohibit or impede Declarant from constructing Unit No. 4 or recording an amendment hereto as reserved unto Declarant herein.



10. **Assessments:** The Association shall levy assessments upon all Unit Owners for the purposes in the manner provided in the Bylaws of the Association. No Unit Owner may exempt him or herself from liability for the assessments by waiving his or her right to use or enjoy the Common elements or by abandonment to his or her Unit.

Assessments shall be made for the repair, replacement, general maintenance, management, and administration of the Common Elements, fees, costs, and expenses of the Manager, taxes for the Common Elements, if any, and for the Unit Owner's percentage share of any Special Improvement District assessments. Assessments shall be based upon and computed by using the percentage of interest that each Unit Owner has in the Common Elements.

Assessments may also be made for the payment of Limited Common Element expenses such that the Unit Owners are chargeable only for the expenses relating to their respective Units or building. Unit Owners shall share in the payment for Limited Expenses for the repair, maintenance, and replacement of Limited Common Elements of their respective Units in accordance with the percentage the Unit or Units have in Limited Common Elements for which the assessment is being made. If only one Unit is associated with the Limited Common Element(s) involved, the entire cost of such repair, maintenance, or replacement shall be borne by that Unit.

Assessments may also be made for any purpose contemplated by this Declaration and for any purpose set out in the Montana Unit Ownership Act.

In a voluntary conveyance of a Unit, the Grantee of the Unit shall be jointly and severally liable with the Grantor for all unpaid assessments by the Association against the latter for his or her share of the Common Expenses up to the time of the grant or conveyance without prejudice to the Grantee's right to recover from the Grantor the amounts paid by the Grantee therefor. However, any such Grantee shall be entitled to a statement from the Manager or Board of Directors of the Association, as the case may be, setting forth the amount of said unpaid assessments against the Grantor due the Association, and such Grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments made by the Association against the Grantor in excess of the amount therein set forth.

Any assessments, charges, costs, or fees provided for in this Declaration including, without limitation, any default assessment arising under the provisions of this Declaration, or any monthly or other installment thereof, which is not fully paid within thirty (30) days after the due date thereof shall bear interest from the due date at the highest rate of interest allowed pursuant to Montana law. Further, the Association may bring an action at law or in equity, or both, against any Owner personally obligated to pay such overdue assessments, charges, costs, or fees, or monthly or other installments thereof, and may also proceed to foreclose its lien against such Owner's Unit. An action at law or in equity by the Association against an Owner to recover a money judgment for unpaid assessments, charges, costs, or fees, or any monthly or other installment thereof, may be commenced and pursued by the Association without foreclosing or in any way waiving the Association's lien therefor. In the event any such assessment, charge, cost, or fee, or monthly or other installment thereof, is not fully paid when due and the Association shall commence such an action (or shall counterclaim or cross-claim for such relief in any action) against any Owner personally obligated to pay the same, or shall proceed to foreclose its lien against the particular Unit, all unpaid assessments, charges, and fees, and all unpaid monthly or other installments thereof, any and all late charges and accrued interest under



this Paragraph, the Association's costs, expenses, and reasonable attorneys' fees incurred for preparing and recording any lien notice, and the Association's costs of suit, expenses, and reasonable attorneys' fees incurred for any such action and/or foreclosure proceedings shall be taxed by the Court as part of the costs of any such action or foreclosure proceeding and shall be recoverable by the Association from any Owner personally obligated to pay the same and from the proceeds of the foreclosure sale of such Owner's Unit. Foreclosure or attempted foreclosure by the Association of its lien shall not be deemed to estop or otherwise preclude the Association from thereafter again foreclosing or attempting to foreclose its lien for any subsequent assessments, charges, costs, or fees, or monthly or other installments thereof, which are not fully paid when due. The Association shall have the power and right to bid on or purchase any Unit at foreclosure or other legal sale and to acquire and hold, lease, mortgage, vote the Association votes appurtenant to ownership thereof, convey, or otherwise deal with the same.

The lien created pursuant to this Section 10 shall have priority to all other liens except: (a) liens for real estate taxes assessed against the Unit; and (b) any first mortgage or trust indenture of record. Any unpaid assessments, charges, costs, or fees provided for in the Declaration shall constitute a lien on the Unit of a delinquent Owner.

11. **Insurance:**

- a. The Board of Directors shall purchase comprehensive general liability and property damage insurance as promptly as possible following its election or appointment and shall maintain the insurance in force at all times. The Association shall pay the premiums out of the maintenance fund created pursuant to the Bylaws. The Board of Directors shall purchase insurance with coverage limits of at least \$2,000,000.00 for bodily injury, including death and property damage, arising out of a single occurrence. The Board of Directors shall purchase the insurance from reputable companies authorized to do business in the State of Montana. The policy or policies shall name as insured all the Unit Owners and the Association. The policy or policies shall insure against loss arising from perils in both the Common Elements and the Units and shall include contractual liability coverage to protect against liabilities as may arise under the contractual exposures of the Association or the Board of Directors
- b. The Board of Directors shall purchase fire and other hazard insurance as promptly as possible following its election or appointment and shall maintain the insurance in force at all times. The Board of Directors shall pay the premiums as Common Expenses out of the assessments collected pursuant to the Bylaws. The insurance shall cover all Common Elements and improvements and shall have coverage limits equal to 100% of the current replacement costs of the Property exclusive of land and other items normally excluded from coverage. The policy or policies shall provide for the issuance of certificates or endorsements as may be required. The policy or policies shall insure against loss from perils in both the Common Elements and the Units, except as they may be separately insured. The policy or policies shall contain extended coverage, vandalism, and malicious mischief endorsements. If reasonably available, the policy or policies shall contain a stipulated amount clause, determinable cash adjustment clause, or similar clause to permit a cash settlement covering specified value in the event of destruction of the Property and a decision not to rebuild. The policy or policies shall name as insured all of the Unit Owners and the Association. The policy or policies shall also cover any personal property owned in common by the Unit Owners and shall further contain a waiver of subrogation rights by the carrier as to negligent Unit Owners. Any casualty insurance policy

obtained by the Association shall contain a provision prohibiting a reduction in the amount payable under the policy as a result of any casualty insurance proceeds payable to a Unit Owner under a separate policy procured by the Unit Owner.

- c. All Unit Owners shall obtain and at all times maintain a Condominium Unit Owner's insurance policy insuring any improvements made to the property within a Unit, any decorated or finished surfaces, any fixtures, any personal property of the Unit Owner, and personal liability. The Board of Directors or the Association may require all Unit Owners to provide to the Board or the Association certificates of such insurance or other evidence establishing compliance herewith.
- d. The Board of Directors may purchase and maintain in force debris removal insurance, fidelity bonds, and other insurance or bonds that it deems necessary.
- e. The Board of Directors is hereby appointed the attorney-in-fact for all Unit Owners to negotiate loss adjustment on the policy or policies carried under Subsections a, b, and d of this Section 11.
- f. If fire or other casualty damages or destroys any Unit or any portion of the Common Elements, all insurance proceeds paid in satisfaction of claims for any loss or losses shall be apportioned according to losses suffered by each Unit or the Common Elements and shall be paid to the Association as trustee for the Unit Owner. The insurance proceeds, whether or not subject to liens, and the proceeds of any special assessments as provided in this Declaration and the Bylaws shall be collected and disbursed by the trustee through a separate trust account on the following terms and conditions:
 - i. Unless a majority of the Units and Common Elements are destroyed, all damaged or destroyed Units and Common Elements shall be repaired or rebuilt, and the Board of Directors shall immediately contract to repair or rebuild the damaged portions of the Unit or Units and the Common Elements substantially in accordance with the original plans and specifications for Emerald Condominium.
 - ii. If the Units and the Common Elements are substantially damaged or destroyed, the Board of Directors shall determine, by majority vote at a meeting duly called for that purpose, whether it will proceed with repair or reconstruction or whether the Property shall be distributed as provided for hereinbelow. In the event the Board of Directors votes to rebuild or repair, it shall prepare the necessary plans, specifications, and maps and shall execute the necessary documents to effect the reconstruction or repair as promptly as practicable and in a lawful and workmanlike manner. In the event the Board of Directors votes against rebuilding or repairing the Property, the proceeds, if any, of insurance carried by the Association shall be distributed to the Unit Owners in the proportions set forth in Section 5 hereof.
 - iii. If the Board of Directors votes to repair or reconstruct the Common Elements, and if there is a deficiency between the insurance proceeds paid for the damage to the Common Elements and the contract price for repairing or rebuilding the Common Elements, the Board of Directors shall levy a special assessment to pay the difference. Each Unit Owner shall pay the special assessments in the proportions set forth in Section 5 of this Declaration. If any Unit Owner shall fail to pay the special assessments within thirty (30) days after the levy

thereof, the Board of Directors shall pay the difference from the fund for Common Expenses, and the remaining Unit Owners shall be entitled to the same remedies as those provided in Section 11 of this Declaration which covers defaults of any Unit Owner in the payment of assessments for Common Expenses.

- g. The Board of Directors may provide coverage for payment of maintenance charges which are abated on behalf of a Unit Owner whose Unit is rendered untenable by an insured peril. The maximum period of abatement of charges may not exceed four (4) months.
- h. The Board of Directors shall analyze insurance coverage at least every five (5) years from the date of this Declaration and shall revise the insurance program in accordance with its analysis, if necessary.
- i. The Association shall represent the Unit Owners in any condemnation proceedings or in negotiations, settlements, and agreements with a condemning authority for acquisition of any portion of the Common Elements. The Unit Owners hereby appoint the Association as their attorney-in-fact for that purpose. If a condemning authority takes or acquires all or part of the Common Elements, the award or proceeds of settlement shall be payable to the Association or its designated trustee to be held in trust for the Unit Owners.
- j. Any restoration or repair of the Property after a partial condemnation or damage due to an insurable hazard shall conform with this Declaration and the original plans and specifications unless the Board of Directors votes otherwise.

12. **Default and Remedies:**

- a. Each Unit Owner, his or her successors and assigns, shall be governed by and shall comply with the terms of this Declaration and the Bylaws as adopted under Title 70, Chapter 23 of the Montana Code Annotated as well as all Amendments to this Declaration and the Bylaws as may be lawfully adopted from time to time.
- b. If any Unit Owner fails to comply with any of the terms of this Declaration or the Bylaws, the Association or other Unit Owners may commence a proceeding at law or in equity to enforce the provisions of the Declaration and the Bylaws.
- c. All Unit Owners shall be liable for the expense of their willful or negligent acts or the willful or negligent acts of their officers, employees, licensees, and invitees to the extent that those expenses are not covered by the proceeds of insurance carried by the Association. If the negligent or willful act of any of the foregoing persons causes the Association to incur repair or maintenance costs for any feature or part of the Common Elements, the Association shall assess those expenses against the Unit Owner which shall constitute a lien subject to foreclosure in accordance with Section 10 of this Declaration.
- d. In any proceeding to enforce the terms of this Declaration or the Bylaws, the prevailing party shall be entitled to recover its costs, charges, and expenses including reasonable attorneys' fees.

- e. Failure of the Association or a Unit Owner to enforce any provision in this Declaration or the Bylaws shall in no event constitute a waiver of the right to do so thereafter.
- f. All rights, remedies, and privileges granted to the Association or a Unit Owner pursuant to the provisions of this Declaration and the Bylaws shall be cumulative, and the exercise of any one or more shall not constitute an election of remedies nor shall it preclude the exercise of other and additional rights, remedies, or privileges granted by this Declaration or the Bylaws or by law.

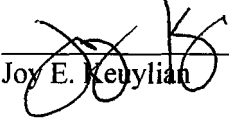
13. **Miscellaneous:**

- a. The Association shall make available to all Unit Owners current copies of this Declaration, the Bylaws, and other books, records, and financial statements of the Association. Upon written request, the Association shall also make available to prospective purchaser's current copies of this Declaration, the Bylaws, and the most recent audited financial statement of the Association.

Upon written request from any Unit Owner, the Association shall prepare and furnish a financial statement for the immediately preceding fiscal year within a reasonable time.

- b. All the provisions of this Declaration and of the Bylaws shall constitute covenants running with the land and any interest therein including, without limitation, every Unit and every Unit Owner, their successors and assigns. Every Unit and every Unit Owner, their successors and assigns, shall be bound by the provisions of this Declaration and the Bylaws.
- c. Each Unit, together with its interest in the Common Elements, shall be considered a parcel of real property subject to separate assessment and taxation by any taxing authority. The Property, the improvements, and the Common Elements shall not constitute a parcel of real property for purposes of taxation.
- d. This Declaration shall be terminated, if at all, in the manner provided in Sections 70-23-801 through 70-23-806 of the Montana Code Annotated.
- e. The County shall take no action which will adversely affect the rights of the Association with respect to the assurances against latent defects in the Property or other rights assigned to the Association, the members of the Association, their successors, and their assigns.
- f. Invalidation of any provision contained in this Declaration by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.

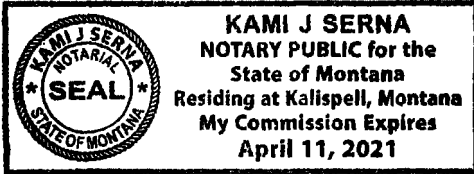
IN WITNESS WHEREOF, the undersigned has caused this Second Amendment to and Complete Restatement of Declaration to be executed this 6 day of May, 2019.



Joy E. Keuylian

STATE OF MONTANA)
) ss.
County of Flathead)

This instrument was acknowledged before me on the 6 day of May, 2019 by Joy E. Keuylian.



[Signature]
Notary Public for the State of Montana

CERTIFICATION

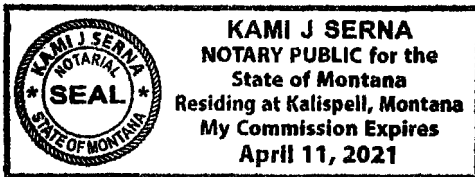
Pursuant to the Declaration of Condominium for Emerald Condominium recorded with the Flathead County Clerk and Recorder as Document No. 201900001488, the undersigned, representing the owner of 100% of the Units and Common Elements of Emerald Condominium, consents and agrees to this Second Amendment to and Complete Restatement of the Declaration of Condominium for Emerald Condominium, the sole purpose of which is to eliminate Unit 4 from the Emerald Condominium.

DATED this 6 day of May, 2019.

[Signature]
Joy E. Keuylian

STATE OF MONTANA)
) ss.
County of Flathead)

This instrument was acknowledged before me on the 6 day of May, 2019 by Joy E. Keuylian.



[Signature]
Notary Public for the State of Montana

201900008445
 Page: 14 of 25
 Fees: \$175.00
 5/7/2019 9:23 AM

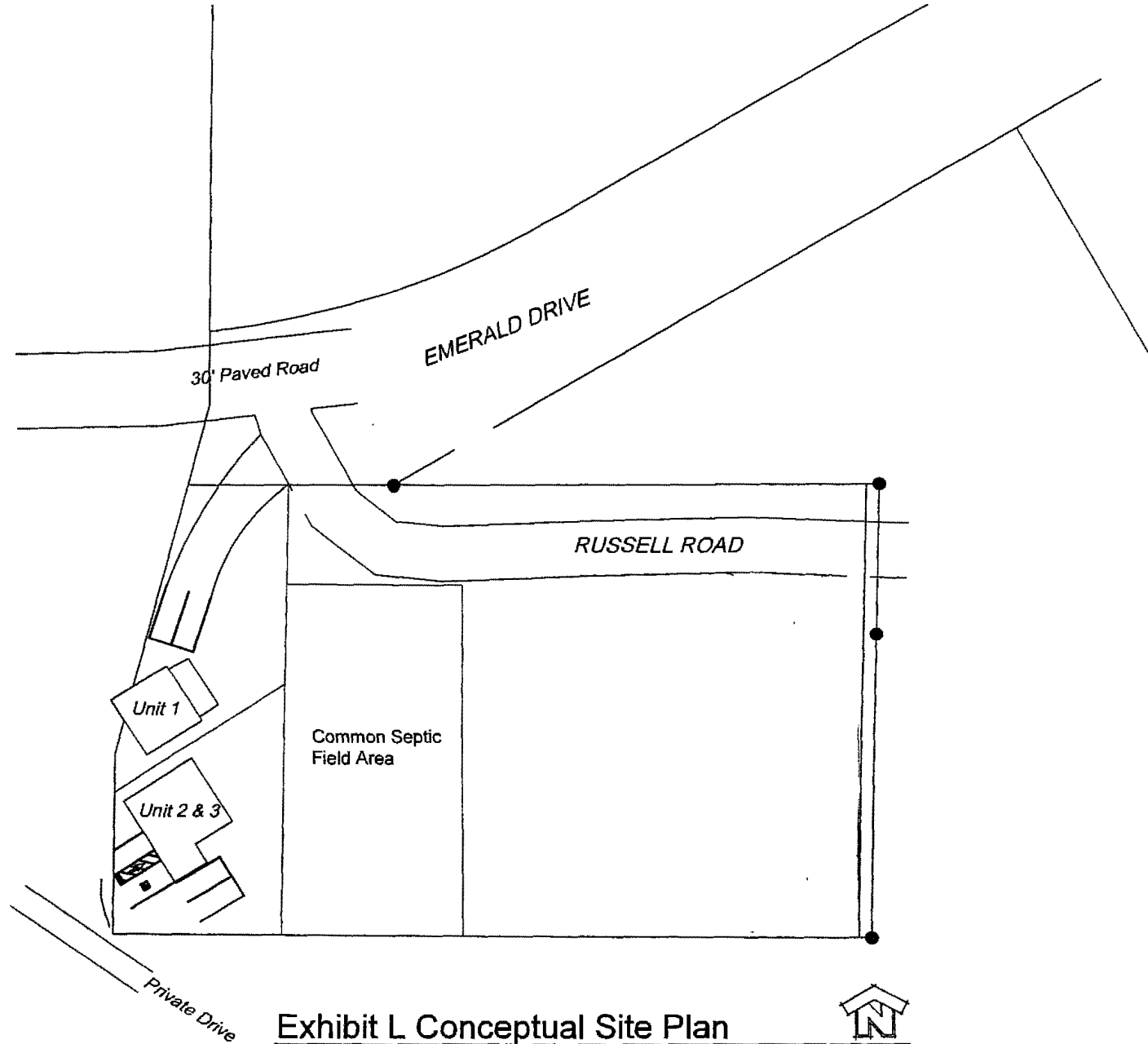


Exhibit L Conceptual Site Plan



**HUTSON &
 PARTNERS**
 ARCHITECTURE
 305 NORTH COAST
 HIGHWAY, SUITE L
 LAGUNA BEACH
 CALIFORNIA 92651
 TEL (949) 715-4062



Architect Stamp

THE EMERALD CONDOMINIUMS:
 5895 HWY 93 S.
 WHITEFISH, MT 59937

Project Location:
 5895 HWY 93 S.
 WHITEFISH, MT 59937

Project Number:	
Date:	5/7/2019
Scale:	1/4" = 1'-0"
Drawn By:	PH
Checked By:	LN
Approved:	N/A
Approved:	N/A
File Number:	XX

Revisions:		

Sheet Number:
A-1

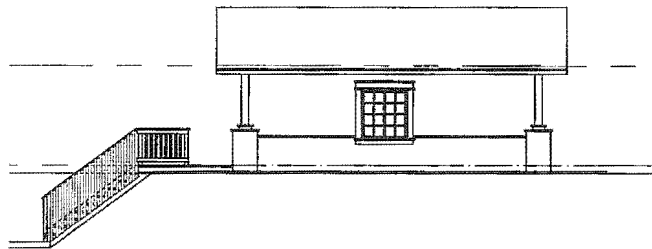


Exhibit A Unit 1 North Elevation

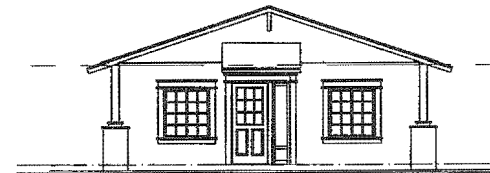


Exhibit D Unit 1 West Elevation

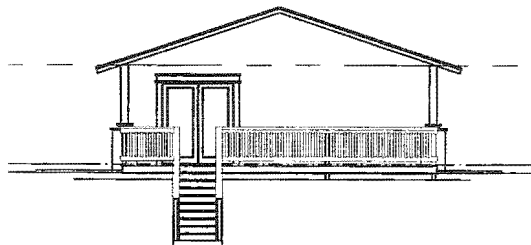


Exhibit C Unit 1 East Elevation

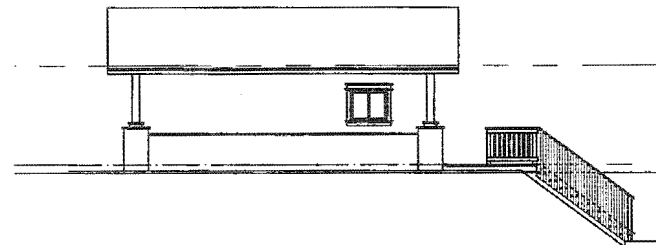


Exhibit B Unit 1 South Elevation

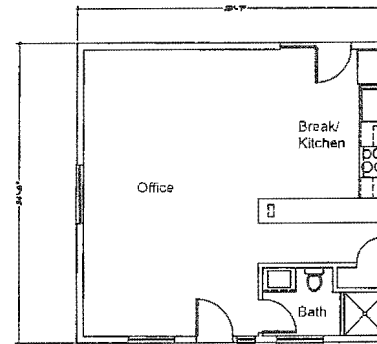


Exhibit E1 Unit 1 Floor Plan
626 Sq.ft.



305 NORTH COAST
HIGHWAY, SUITE L
LAGUNA BEACH
CALIFORNIA 92651
TEL (949) 715-4062



Architect Stamp

THE EMERALD CONDOMINIUMS:
5895 HWY 93 S.
WHITEFISH, MT 59937

Project Location:
5895 HWY 93 S.
WHITEFISH, MT 59937

Project Number: 11
Date: 05/07/2019
Scale: 1/4" = 1'-0"
Drawn By: PN
Checked By: LKH
Approved: N/A
File Number: XX

Revisions	
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Sheet Number:
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201900008445
 Page: 16 of 25
 Fees: \$175.00
 5/7/2019 9:23 AM

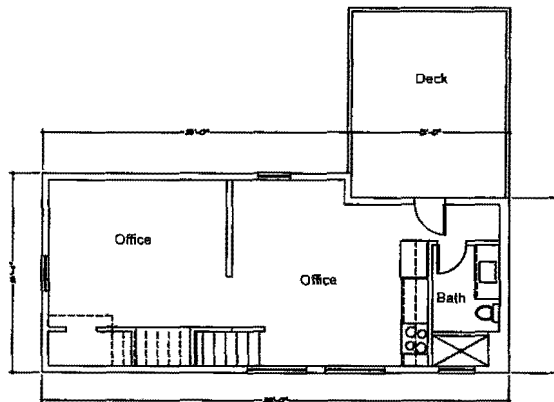


Exhibit J2 Unit 3 Floor Plan

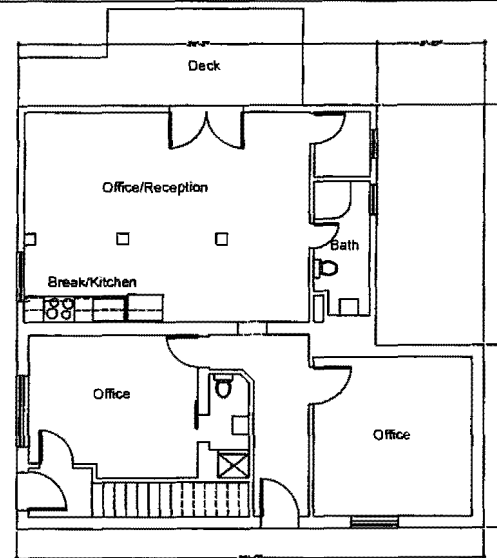


Exhibit J1 Unit 2 Floor Plan
 1107 Sq.Ft.

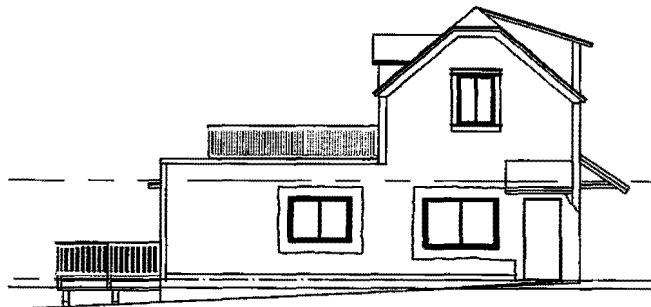


Exhibit F Unit 2 & 3 North Elevation

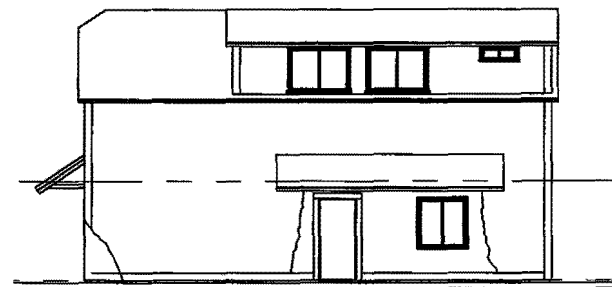


Exhibit I Unit 2 & 3 West Elevation

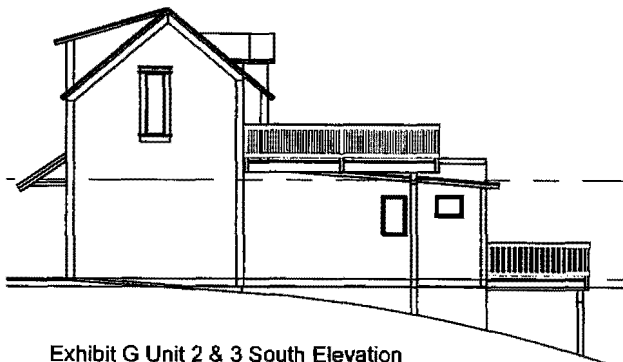


Exhibit G Unit 2 & 3 South Elevation

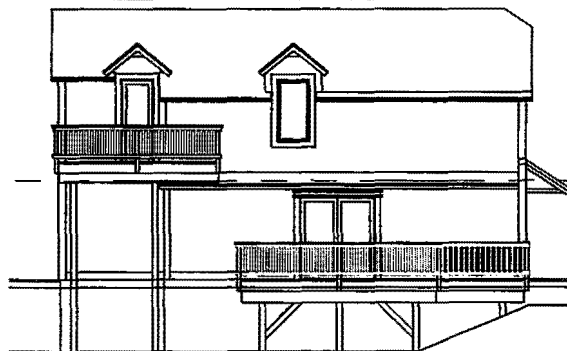


Exhibit H Unit 2 & 3 East Elevation



305 NORTH COAST
 HIGHWAY, SUITE L
 LAGUNA BEACH
 CALIFORNIA 92651
 TEL (949) 715-4062



THE EMERALD CONDOMINIUMS:
 5895 HWY 93 S.
 WHITEFISH, MT 59937

Project Location:
 5895 HWY 93 S.
 WHITEFISH, MT 59937

Project Number: 201900008445
 Date: 5/7/2019
 Scale: 1/4" = 1'-0"
 Drawn By: PN
 Checked By: LPH
 Approved: N/A
 File Number: XX

Revisions:

Sheet Number:

BYLAWS
OF
EMERALD CONDOMINIUM OWNERS' ASSOCIATION

ARTICLE I

Section 1. The provisions of these Bylaws are applicable to a condominium located on real property described in the Declaration of Emerald Condominium filed or to be filed with the Flathead County Clerk and Recorder, to which a copy of these Bylaws is attached, in accordance with the provisions of the Montana Unit Ownership Act, Title 70, Chapter 23, Montana Code Annotated. All capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Declaration.

Section 2. All present or future Owners, tenants, future tenants, or their employees, or any other person who might use the Property in any manner are subject to the regulations set forth in these Bylaws. The acquisition or rental of any of the Units of the Property or the occupancy of any of the Units shall signify that these Bylaws are accepted and ratified.

ARTICLE II

Section 1. "Unit Owner" of a Unit on the Property means the person owning a Unit in fee simple absolute individually or as co-owner in any real estate tenancy relationship recognized under the laws of the state of Montana. Each Unit Owner, by virtue of ownership, shall be a Member of the Emerald Condominium Owners Association (the "Association"). If ownership of any Unit is vested in more than one person or entity, each person or entity shall be a Member, but the co-Owners or joint Owners shall be deemed to be one Unit Owner for the purpose of voting and shall be entitled to vote only in accordance with the provisions of the Bylaws on voting.

Section 2. Each Unit Owner shall be entitled to a voting interest equal to the voting percentage ("Voting Percentage") set forth in the Declaration or Declaration as Amended. The vote for any Unit owned by more than one person or entity shall be exercised as the co-Owners may among themselves determine, but in no event shall the vote with respect to any one Unit exceed the total voting percentage provided for in this Section and in Paragraph 8 of the Declaration.

Section 3. Ownership shall be determined according to the records of the Clerk and Recorder of Flathead County, Montana provided, however, that an executor, administrator, guardian, or trustee may vote in person or by proxy with respect to any dwelling or Unit owned or held by him, her or it in such capacity, whether or not ownership shall have been transferred to his, her or its name by a duly recorded conveyance.

Section 4. Except as otherwise provided in the Bylaws, the presence in person or by proxy of sixty-five percent (65%) of the Voting Percentage of Unit Owners shall constitute a quorum. Decisions made by Unit Owners at any meeting shall be made by not less than sixty percent (60%) of the total Voting Percentages of Unit Owners. If, however, a quorum shall not be present or represented at any meeting, the Members entitled to vote shall have



the power to adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum is present.

Section 5. At all meetings of Unit Owners, each Unit Owner may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary of the Association. Every proxy shall be revocable and shall automatically cease upon conveyance by the Unit Owner of its Unit. While every proxy shall be revocable, the authority contained therein, unless otherwise limited by its terms, shall be deemed to continue in effect until revoked in writing or until the recording of a conveyance by the Unit Owner of its Unit. Whenever a Unit is owned by two or more persons or entities, the Unit Owners' voting interest may be exercised by any one of the Unit Owners present in the absence of protest by the other Unit Owners.

ARTICLE III

Section 1. The Association shall administer the operation of Emerald Condominium, approve the annual budget, establish and collect assessments, and arrange for the management of the Property pursuant to an agreement containing provisions relating to the duties, obligations, removal, and compensation of the management agent. Except as otherwise provided, decisions and resolutions of the Association shall require approval by a majority vote of the Voting Percentage of Owners attending any meeting of the Association (whether in person or by proxy) at which a quorum is present.

Section 2. The Association shall convene an organizational meeting no later than 120 days after the Declaration has been filed with the Clerk and Recorder of Flathead County, Montana.

Section 3. The Association shall convene its annual meeting at the time and place specified in the written notice provided to Members of the Association as provided in Section 5 of this Article.

Section 4. Any two (2) Members of the Board of Directors or the management agent, by written request, may call a special meeting at any time.

Section 5. The Association shall deliver written notice of any annual or special meeting to each Unit Owner no less than ten (10) days prior to the date of the meeting. The notice shall specify the time, date, place, and purpose of the meeting. The Association shall deliver the notice to each Unit Owner personally by leaving the notice at the Unit Owner's usual place of business or by mailing it, postage prepaid, addressed to the Unit Owner at his last known address as reflected by the Association's records. If notice is given pursuant to the provisions of this Section, the failure of any Unit Owner to receive actual notice of the meeting shall in no way invalidate the meeting or any proceedings conducted at the meeting.

Section 6. The Association shall transact no business at a special meeting except as stated in the notice unless by consent of two-thirds ($\frac{2}{3}$) of the Board of Directors present, either in person or by proxy.

Section 7. The order of business at all meetings of the Association shall be as follows:

- a. Proof of Notice of Meeting or Waiver of Notice.
- b. Determination of quorum.
- c. Reading of Minutes of preceding meeting.

- d. Reports of officers.
- e. Reports of committees.
- f. Appointment of Directors, if applicable.
- g. Unfinished business.
- h. New business.
- i. Adjournment.

ARTICLE IV

Section 1. The affairs of the Association shall be governed by a Board of Directors composed of three (3) persons. The initial Directors shall be selected and identified by the Declarant of the Declaration of Condominium of Emerald after same is recorded.

Section 2. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not by law or by these Bylaws directed to be exercised or done by the Unit Owners. The Board of Directors shall serve without compensation.

Section 3. In addition to duties imposed by these Bylaws or by resolutions of the Association, the Board of Directors shall have the following powers and duties:

- a. To enforce the provisions of the Declaration and Bylaws by appropriate action.
- b. To provide for management of the Property by contracting, if appropriate, with a suitable and capable manager or management company for operation and maintenance of the Property.
- c. To impose, charge, and collect assessments as allowed by the Bylaws and the Declaration.
- d. To delegate authority to the manager for routine conduct of business, subject at all times, however, to ultimate authority residing in the Board of Directors.
- e. To prepare an annual budget in order to determine the amount of the assessments payable by the Unit Owners to meet Common Expenses, and to allocate and assess common charges among Unit Owners according to their respective interests in the General Common Elements.
- f. To impose, charge, and collect special assessments whenever necessary in order to meet increased operating or maintenance expenses or because of emergency.
- g. To take appropriate legal action to collect delinquent assessments, and to impose, charge, and collect penalties and charge interest in accordance with these Bylaws.
- h. To defend, in the name of the Association, any and all lawsuits wherein the Association is a party defendant or the Property is at issue.

- i. To enter into contracts and agreements necessary to carry out the duties set forth in these Bylaws.
- j. To establish a bank account for the Association and to keep records and accounts according to generally accepted accounting practices.
- k. To establish rules and regulations for conduct, behavior, and use of the General Common and Limited Common Elements.
- l. To make repairs, alterations, additions, and improvements to the General Common and Limited Common Elements consistent with managing Emerald Condominium in the best interest of the Unit Owners.

Section 4. The Members of the Board of Directors shall serve staggered terms of two (2) years, with the terms of two (2) Members of the Board of Directors expiring in even years and the terms of one (1) Member of the Board of Directors expiring in odd years. The Directors shall hold office until their successors have been appointed and hold their first meeting.

Section 5. A Director may be removed by a vote of the Unit Owners of at least sixty-five percent (65%) of the undivided interests in the General Common Elements. Vacancies on the Board of Directors, however, must be filled in accordance with Article IV, Section 7 of these Bylaws.

Section 6. No Director shall receive remuneration for services performed by him or her for the Association in any other capacity unless the Board of Directors unanimously adopts a resolution authorizing the remuneration before the services are undertaken. A Director may not be an employee of the Association.

Section 7. If a vacancy occurs in the Directors, the remaining Directors shall appoint another Director to then and there fill the vacancy for the remainder of the term. However, if a Director is removed pursuant to Article IV, Section 5 of these Bylaws, the Unit Owners then voting shall, at the time of removal, appoint a new Director by majority vote.

Section 8. The Board of Directors shall hold their first meeting immediately following the annual meeting of the Association and, provided that a majority of the Board of Directors is present, no notice shall be necessary to the newly appointed Directors in order to legally constitute such a meeting.

Section 9. The Board of Directors may hold regular meetings at such time and place as shall be determined from time to time by a majority of the Directors provided, however, that the Board of Directors shall hold at least two (2) regular meetings during each fiscal year. The Board of Directors shall give notice of its regular meetings to each Director, personally or by mail, telephone, or email, at least three (3) days prior to the day named for the meeting.

Section 10. The Chairman of the Board of Directors may call special meetings on three (3) days' notice to each Director, given personally or by mail, telephone, or email, stating the time, date, place, and purpose of the meeting. The President or Secretary of the Board of Directors shall call special meetings in a like manner and on a like notice upon the written request of at least two (2) Directors. All Directors' meetings shall be held within Flathead County, Montana.

Section 11. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of the meeting, and the waiver shall be deemed equivalent to the giving of notice. Furthermore, attendance by a Director at any meeting of the Board of Directors shall constitute waiver of notice by him or her of the time and place of

the meeting. If all the Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 12. A majority of the Directors shall constitute a quorum of the Board of Directors for the transaction of business at any meeting. If, however, a quorum is not present or represented at any meeting, the Directors present at the meeting shall have the power to adjourn the meeting from time to time without notice other than an announcement at the meeting until a quorum shall be present or be represented. If a quorum shall be present or be represented at the meeting following such adjournment, any business which might have been transacted at the meeting as originally called may be transacted without further notice. Unless a different percentage is specified herein, the act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board.

Section 13. The Board of Directors may require that officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds, with the premiums on such bonds to be paid by the Association.

Section 14. In the event there is a deadlock in voting of the Board of Directors, the Members of said Board shall mutually agree upon the appointment of a mediator who shall decide the deadlocked issue. The mediator's decision shall be binding upon the Board of Directors.

ARTICLE V

Section 1. The Board of Directors, at its annual meeting, shall elect the following officers: Chairman, Vice-Chairman, and Secretary/Treasurer (combined office), and may elect any assistants the Board of Directors may deem necessary. The officers shall be Directors.

Section 2. The officers of the Association shall hold office at the pleasure of the Board of Directors, and in the event of a vacancy, the Board of Directors shall elect a successor at any regular meeting or at any special meeting called for that purpose.

Section 3. The Chairman shall preside at all meetings of the Association and of the Board of Directors. The Chairman shall have general supervision over the affairs of the Association and its officers and all of the powers and duties usually vested in the office of president or chairman of an association including, but not limited to, the power to appoint committees from among the Unit Owners from time to time as the Chairman may in his or her discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 4. The Vice-Chairman shall act for the Chairman in the event of the absence or disability of the latter and shall also perform any other duties as from time to time may be imposed upon him or her by the Board of Directors.

Section 5. The Secretary/Treasurer shall keep all books and records of the Association and of the Board of Directors and shall record all Minutes of meetings of both.

Section 6. The Secretary/Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association, and, shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in any depositories as the Board of Directors may from time to time designate.

ARTICLE VI

Section 1. The Board of Directors shall approve assessments against the Unit Owners, and the Unit Owners shall pay the assessments to the Association in accordance with the following provisions:

- a. The Board of Directors shall approve assessments for the repair, replacement, general maintenance, management, and administration of the General Common and Limited Common Elements and for payment of insurance premiums. The Board of Directors shall base and compute the assessments on the percentage interest that each Unit Owner has in the General Common Elements as provided in the Declaration.
- b. The Unit Owners shall pay any assessments imposed and charged in the proportions set forth in the provision of the Declaration authorizing the assessment.
- c. The Board of Directors may maintain separate accounts for operating expenses and for reserves. The Board of Directors shall, however, account for the funds collected from each Unit Owner separately and shall pay the Common Expenses in the same proportion in which the Board of Directors collected the assessments. The Board of Directors shall maintain the following records:
 - i. Common Expense Records – to which shall be credited collections for assessments for all Common Expenses including liability and hazard insurance premiums and payments received for defraying costs of the use, reconstruction, and repair of Common Elements.
 - ii. Limited Common Expense Records – to which shall be credited collections for assessments for all Limited Common Expenses.
 - ii. Alteration and Improvement Accounts – to which the Board of Directors shall credit all sums collected for alteration and improvement assessments.
 - iii. Emergency Account – to which the Board of Directors shall credit all sums collected for emergencies.
- d. All Unit Owners shall be obligated to pay assessments for Common Expenses in monthly installments. The Board of Directors shall impose, charge, and collect assessments for Common Expenses for each fiscal year (January 1 through December 31) reasonably required for the proper management, maintenance, and operation of the Common Elements. The annual assessments shall be due and payable in twelve (12) equal consecutive monthly payments due on the first day of each month. The total of the assessments shall be in the amount of the estimated Common Expenses for the year including a reasonable allowance for contingency and reserves less the amounts of unneeded Common Expense account balances. If an annual assessment is not made as required, a payment in the amount required in the last prior assessment shall be due upon each assessment payment date until changed by a new assessment.
- e. The Board of Directors shall impose, charge, and collect other assessments in accordance with the provisions of the Declaration to be paid at the time determined by the Board of Directors.
- f. The Secretary/Treasurer shall maintain records showing assessments made against Unit Owners. The Secretary/Treasurer shall make the records available for inspection by Unit Owners at all

reasonable times. The records shall show the amounts of all assessments paid and unpaid. The Secretary/Treasurer may issue certificates as to the status of a Unit Owner's assessment account to any person or entity the Unit Owner may request in writing, and the certificates shall limit the liability of any person or entity to whom it is addressed other than the Unit Owner.

- g. Unit Owners and their grantees shall be jointly and severally liable for all unpaid assessments due and payable at the time of a conveyance without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor. Unpaid portions of assessments which are due shall be secured by a lien upon the Unit as provided in the Declaration upon the filing of a claim in accordance with the provisions of Section 70-23-607 of the Montana Code Annotated.
- h. Any portion of an assessment paid more than ten (10) days after the date when due shall bear interest at the rate set forth in the Declaration for Emerald Condominium. The Board of Directors shall apply all payments first to interest due and then to the earliest assessment due. The Board of Directors shall credit the Common Expense account with all interest collected.

Section 2. Maintenance and Repair.

- a. Every Unit Owner must perform promptly all maintenance and repair work within its own Unit which, if omitted, would affect the project in its entirety or in any part belonging to other Unit Owners. Each Unit Owner shall be responsible for the damages and liabilities caused by its failure to act.
- b. Each Unit Owner shall bear the cost of all the repairs of internal installations to the Unit such as water, light, gas, power, sewage, telephones, air conditioners, sanitary installations, doors, windows, lamps, and all other accessories and appliances belonging to the Unit.
- c. Each Unit Owner shall reimburse the Association for any expenditures incurred in repairing or replacing any Common Element damaged by the willful or negligent acts of that Unit Owner to the extent such expenditures are not covered by the proceeds of insurance carried by the Association.

Section 3. As provided in Paragraph 7(d) of the Declaration, no Unit Owner shall make any structural modifications or alterations to its Unit that could increase the insurance premium without previously notifying the Board of Directors in writing through the management agent or the Chairman of the Association if no management agent is employed. The Board of Directors shall have the obligation to answer within forty-five (45) days after receiving notice. Failure by the Board of Directors to answer within the stipulated time shall mean that there is no objection to the proposed modification of alteration.

Section 4. The managing agent and any person authorized by the Board of Directors shall have the right to enter each Unit in case of any emergency originating in or threatening the Unit or the Property whether or not the Unit Owner or occupant is present at the time. Every Unit Owner and occupant, when so required, shall permit other Unit Owners or their representatives to enter its Unit at reasonable times for the purpose of performing authorized installations, alterations, or repairs to the Common Elements therein provided, however, that each Unit Owner shall request entry in advance and that each Unit Owner shall enter only at a time convenient for the other Unit Owner.

Section 5. The Board of Directors may adopt, delete, or amend the Rules of Conduct relating to the details of the operation of Emerald Condominium and the use of Units, Common Elements, and Limited Common Elements at any regular meeting or at any special meeting called for that purpose.

ARTICLE VII

Section 1. No Director or officer of the Association shall be liable for acts or defaults of any other officer or Member or for any loss sustained by the Association or any Member thereof unless the loss has resulted from his or her own willful misconduct or negligence.

Section 2. Every Director, officer, and Member of the Association shall be indemnified by the Association against all reasonable costs, expenses, and liabilities (including attorneys' fees) actually and necessarily incurred by or imposed upon him or her in connection with any claim, action, suit, proceeding, investigation, or inquiry of whatever nature in which he or she may be involved as a party or otherwise by reason of his or her having been an officer or Member of the Association whether or not they continue to be a Director, officer, or Member of the Association at the time of incurring the cost, expense, or liability. This provision shall apply except in relation to matters as to which he or she shall be finally adjudged in any action, suit, proceeding, investigation, or inquiry to be liable for willful misconduct or negligence towards the Association in the performance of his or her duties or, in the absence of a final adjudication, any determination of liability by the opinion of legal counsel selected by the Association. The foregoing right of indemnification shall be in addition, and not in limitation of, all rights to which every Director, officer, and Member of the Association may be entitled as a matter of law and shall inure to the benefit of their legal representatives.

ARTICLE VIII

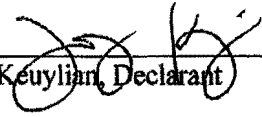
The Association may establish, from time to time, the fiscal year of the Association.

ARTICLE IX

Section 1. The Association may amend these Bylaws in a duly constituted meeting for such purpose. No amendment shall take effect unless approved by Unit Owners collectively possessing seventy-five percent (75%) of the Voting Percentages declared in the Declaration and until a copy of the Bylaws, as amended and certified by the presiding officer and Secretary of the Association, is recorded in the office of the Clerk and Recorder of Flathead County, Montana provided, however, that the contents of these Bylaws shall always contain those particulars which are required to be contained herein by the Montana Unit Ownership Act, Title 70, Chapter 23, Montana Code Annotated.

Section 2. These Bylaws shall be construed, if necessary, to be consistent with the provisions of the Montana Unit Ownership Act and any amendment or revision to the Montana Unit Ownership Act, or any law that replaces, in whole or in part, the Montana Unit Ownership Act.

IN WITNESS WHEREOF, Declarant of the **DECLARATION FOR EMERALD CONDOMINIUM**
has executed and certified and adopted these bylaws as of the 23rd day of January, 2019.



Joy Keuylian, Declarant

0978321, 0015789, 0015790, 0015791 Approved 9/4/2019 LB

Return to:
Johnson, Berg & Saxby, PLLP
P.O. Box 3038
Kalispell, MT 59903-3038



Debbie Pierson, Flathead County MT by TM

201900021312

Page: 1 of 30

Fees: \$210.00

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**THIRD AMENDMENT TO AND COMPLETE RESTATEMENT OF THE
DECLARATION OF CONDOMINIUM
FOR
EMERALD CONDOMINIUM**

THIS THIRD AMENDMENT TO AND COMPLETE RESTATEMENT OF THE DECLARATION OF CONDOMINIUM FOR EMERALD CONDOMINIUM (sometimes "Declaration") under the Montana Unit Ownership Act is executed this 30 day of August, 2019, by **JOY KEUYLIAN** ("Declarant"), of PO Box 5270, Whitefish, Montana 59937.

WHEREAS, that certain Declaration of Condominium for Emerald Condominium dated January 23, 2019 was filed with the Flathead County Clerk and Recorder as Document No. 201900001488 on January 25, 2019; and

WHEREAS, said Declaration was amended and completely restated by that First Amendment to and Complete Restatement of the Declaration of Condominium for Emerald Condominium dated February 21, 2019 and filed with the Flathead County Clerk and Recorder as Document No. 201900003328 on February 21, 2019; and

WHEREAS, said First Amendment to and Complete Restatement of the Declaration of Condominium for Emerald Condominium was amended and completely restated by that Second Amendment to and Complete Restatement of the Declaration of Condominium for Emerald Condominium dated May 6, 2019 and filed with the Flathead County Clerk and Recorder as Document No. 201900008445; and

WHEREAS, pursuant to said Declaration and all Amendments and Complete Restatements, an amendment thereto is authorized to be made with the consent of seventy-five percent (75%) of the Unit Owners; and

WHEREAS, the undersigned, being the owner of one hundred percent (100%) of the Units and common elements of Emerald Condominium desires to amend the Second Amendment to and Complete Restatement of the Declaration of Condominium for Emerald Condominium to include Unit 4 in the Emerald Condominium.

NOW, THEREFORE, in consideration of the foregoing recitals and amendment powers contained both within the original Declaration and pursuant to Montana law, the undersigned hereby amends and completely restates the original Declaration as follows:



1. **Definition and Terms:** Unless the context expressly provides otherwise, the following definitions shall apply throughout this Declaration and in the interpretation thereof:
 - a. **Association** means Emerald Condominium Association or such other Association the Unit Owners designate.
 - b. **Board of Directors** means the Board of Directors of the Association as more particularly defined in the Bylaws.
 - c. **Common Elements** means both General Common Elements and Limited Common Elements.
 - d. **Common Expenses** means expenses of administration, maintenance, repair, or replacement of Common Elements, expenses agreed upon by the Association, and expenses declared common by the Montana Unit Ownership Act.
 - e. **General Common Elements** has the same meaning as set forth in Section 70-23-102(7), MCA.
 - f. **Limited Common Elements** means those Common Elements reserved for the use of a certain Unit or number of Units to the exclusion of the other Units.
 - g. **Limited Expenses** means expenses associated with Limited Common Elements.
 - h. **Property** means all the land and all buildings, improvements, and structures on the land, and all easements, rights, and appurtenances belonging thereto which are submitted to the Montana Unit Ownership Act by this Declaration.
 - i. **Unit** means the separate Units of Emerald Condominium. Each Unit is intended for independent use with a direct exit to a common area or areas leading to a public street together with an undivided interest in the Common Elements.
 - j. **Unit Owner** means the person or entity owning a Unit in fee simple absolute or in any real estate tenancy recognized under the laws of Montana, including an undivided interest in both the land and improvements constituting the Property.
2. **Property Subject to Declaration:** The Property subject to this Declaration consists of the following land and improvements situation in City of Whitefish, County of Flathead, State of Montana:

Tract 1 of Certificate of Survey No. 20186 located in the SE¼ of Section 12, Township 30 North, Range 22 West, according to the map or plat thereof on file and of record in the office of the Flathead County Clerk and Recorder.
3. **Name and Description of Property:** The Property subject to this Declaration shall be known as Emerald Condominium. The Property consists of 1.209 acres on which a two (2) wood frame buildings exist. One of the buildings has an area of 626 square feet on a single floor (Unit 1), and the other building has an area of 1,707 square feet on two (2) floors (Units 2 and 3). The property will contain a third building (Unit 4) to be



constructed in a building envelope designated as "Proposed Building" on the Site Plan attached hereto as Exhibit L.

Unit 1 – 626 square feet
Unit 2 – 1,107 square feet
Unit 3 – 600 square feet
Unit 4 – 3,573 square feet

The Units are depicted on Sheet Numbers A-1 – A-4 (5 sheets) attached hereto and more specifically described below.

For identification and descriptive purposes, the following Exhibits are attached and incorporated by this reference, into this Declaration:

UNIT 1:

Sheet No. A-2

EXHIBIT A – Elevation study depicting North Elevation of Unit 1.
EXHIBIT B – Elevation study depicting South Elevation of Unit 1.
EXHIBIT C – Elevation study depicting East Elevation of Unit 1.
EXHIBIT D – Elevation study depicting West Elevation of Unit 1.
EXHIBIT E1 – Unit 1 Floor plans depicting square footage of Unit 1.

UNITS 2 & 3:

Sheet No. A-3

EXHIBIT F – Elevation study depicting North Elevation of Units 2 and 3.
EXHIBIT G – Elevation study depicting South Elevation of Units 2 and 3.
EXHIBIT H – Elevation study depicting East Elevation of Units 2 and 3.
EXHIBIT I – Elevation study depicting West Elevation of Units 2 and 3.
EXHIBIT J1 – Unit 2 Floor plan depicting square footage of Unit 2.
EXHIBIT J2 – Unit 3 Floor plan depicting square footage of Unit 3.

UNIT 4:

Sheet No. A-4, pg. 1 - 2

EXHIBIT K – Unit 4 Floor Plan depicting the square footage of Unit 4.
EXHIBIT K1 – Elevation study depicting North Elevation of Unit 4.
EXHIBIT K2 – Elevation study depicting South Elevation of Unit 4.



EXHIBIT K3 – Elevation study depicting East Elevation of Unit 4.

EXHIBIT K4 – Elevation study depicting West Elevation of Unit 4.

CONCEPTUAL SITE PLAN:

Sheet No. A-1

EXHIBIT L – Conceptual Site Plan depicting building footprint, landscaping, parking and street approaches.

EXHIBIT M – Bylaws of Emerald Condominium Owners' Association.

Each Unit, together with its appurtenant undivided interest in the Common Elements, shall comprise one Unit, shall be inseparable, and may be conveyed, leased, devised, or encumbered only as a condominium Unit. Each Unit shall be bound as to both horizontal and vertical boundaries as shown on the floor plans set forth on the Exhibits attached hereto, subject to any encroachments contained in the building whether they exist now or are created by construction, settlement, or movement of the building or by permissible repairs, reconstruction, or alterations. Each Unit shall include all of the walls and partitions within the Unit's perimeter boundaries, the interior decorated or finished surfaces of all walls, floors, and ceilings within the Unit's perimeter boundaries, and all fixtures attached to the Property that are within the Unit's perimeter walls.

Each Unit Owner shall maintain the interior of its Unit and shall maintain all other areas, features, or parts of its Unit and all Property not otherwise maintained by the Association. Each Unit Owner shall maintain all fixtures and equipment located within its Unit and utilities serving that Unit. Each Unit Owner shall also maintain and repair any appliances, such as air conditioning units, located in the exterior of his or her Unit. No Unit Owner shall permit any act or work to be performed on his or her Unit that will impair the structural soundness or integrity of the Unit or impair any easement or hereditament, and no Unit Owner shall allow any condition to exist which will adversely affect the other Units or Unit Owners. The Association shall maintain the utility lines and water lines up to the point of entry of those lines into Units.

Unit No. 4 as depicted on Exhibits K (Sheet A-4, pg. 1), K1, K2, K3, K4 (Sheet A-4, pg. 2) and L (Sheet A-1) is not yet constructed. It is Declarant's intention and therefore an integral provision hereof that the owner of Unit No. 4 may unilaterally and without the affirmative note of any other Owner(s) amend this Declaration for purposes of the following:

- a. To alter the size of Unit No. 4, which shall not exceed 5,000 square feet;
- b. To alter the location of Unit No. 4, no part of which shall extend west of the east line of the "Common Septic Field Area" depicted on Exhibit L (Sheet A-1);
- c. To alter the east, west, north, south elevations of Unit No. 4; and
- d. To alter the floor plan of Unit No. 4.

In no event shall the foregoing allow the Owner of Unit No. 4 to alter or amend the location or configuration of the parking adjacent to Unit No. 4 as depicted on Exhibit L (Sheet A-1).

4. **Appurtenances/Easements:** The Units shall include the following appurtenances, whether or not separately described, conveyed, or encumbered:



- a. Each Unit shall include an undivided interest in the Common Elements as set forth in Section 5 of this Declaration.
- b. Each Unit shall include Association membership and an undivided interest, as set forth in Section 5 of this Declaration, in the funds and assets held by the Association for the benefit of the Unit Owners.
- c. Each Unit shall benefit from the following easements:
 - i. An easement through the Common Elements for ingress and egress for all persons making use of the Common Elements in accordance with the terms of this Declaration, including all easements and rights-of-way of record at or before the recording of this Declaration. The Property, and all portions thereof, shall be subject to the easements as shown on any recorded plat affecting the Property as shown on the recorded plat.
 - ii. An easement is granted to the Emerald Condominium Owners Association (hereinafter "Association"), its officers, agents, employees, and assigns, through the Units and Common Elements for maintenance, repair, and replacement of any features or parts of the Units and Common Elements. Use of these easements, however, shall be limited to reasonable hours, except that access may be had at any time in case of emergency.
 - iii. An easement is granted to the Association, its officers, agents, employees, and assigns, to repair and maintain structural support for the benefit of the Common Elements for every portion of a Unit which contributes to the structural support of the buildings.
 - iv. An easement is granted for encroachments and maintenance of encroachments of any portion of the Common Elements upon a Unit and easements for encroachments and maintenance of encroachments of any portion of a Unit upon the General Common Elements, the Limited Common Elements, or an adjoining Unit.

The encroachments and easements set forth in this Section 4 shall not constitute encumbrances either on the Common Elements or on the Units for purposes of marketability of title.

5. **General Common Elements:** The General Common Elements include, but are not limited to, the land specifically described in Section 2 of this Declaration, all buildings on the Property except the individual Units, all exterior doors, windows, screens, fences, roadways, curbs, gutters, sidewalks and landscaping amenities, and all other elements necessary for the safety, maintenance, and existence of the Property and all the buildings except for the individual Units and all those items listed in Section 70-23-103(7), MCA.

The owner of each Unit shall have an undivided interest in the common Elements, and corresponding liability for Common Expenses as follows:

<u>UNIT</u>	<u>PERCENTAGE INTEREST</u>
Unit No. 1	11%
Unit No. 2	19%
Unit No. 3	11%



Unit No. 4	59%
Total:	100%

6. **Limited Common Elements:** The Limited Common Elements are those Common Elements reserved for the use of fewer than all of the Unit Owners. Without limiting the foregoing, the Limited Common Elements shall include entrances, stoops, flues, chimneys, ducts, cables, conduits, public utility lines, water, sewer, electrical, gas, cable television lines, hot and cold water pipes (all such utility pipes and lines are Limited Common Elements where they service fewer than all of the Units; where they service all of the Units, they shall be General Common Elements), boilers, hot water tanks, and fixtures, or other portions of the building servicing only a particular Unit or less than all the Units, skylights, and the utilities and heating contained within such individual Unit to the exclusion of the use thereof by the Owners, except by invitation.

The parking spaces developed or to be developed east of Unit 4 shall be a Limited Common Element reserved for the use of the Owner of Unit 4 and its invitees. Russell Road, as depicted on Exhibit L (Sheet A-1), shall be a Limited Common Element for the use of the Owner of Unit 4 and its invitees.

The parking spaces developed or to be developed adjacent to Unit 1 shall be a Limited Common Element reserved for the use of the Owner of Unit 1 and its invitees. Russell Road, as depicted on Exhibit L (Sheet A-1), shall be a Limited Common Element for the use of the Owner of Unit 1 and its invitees.

The parking spaces developed or to be developed adjacent to Units 2 and 3 shall be a Limited Common Element reserved for the use of the Owners of Units 2 and 3 and their invitees. Russell Road, as depicted on Exhibit L (Sheet A-1), shall be a Limited Common Element for the use of the Owner of Units 2 and 3 and their invitees.

Allocation of Limited Common Parking Areas for Units 2 & 3: The Association shall be empowered to allocate parking spaces adjacent to Units 2 and 3 to the Owners of Units 2 and 3 should any dispute arise as to the use of those Limited Common Elements, which determination shall be reduced to writing and filed with the Association records. Notwithstanding the foregoing, all parking spaces adjacent to and west of Unit No. 4 shall be a limited element appurtenant to Unit No. 4 to the exclusion of the other Unit owners, their guests and invitees, and all parking spaces adjacent to Unit 1 shall be a limited element appurtenant to Unit No. 1 to the exclusion of the other Unit owners, their guests and invitees.

7. **Use of Units and Elements:** The Units and Common Elements shall be occupied and used in accordance with the following:

- a. Each Unit Owner shall maintain and repair his or her Unit
- b. No Unit Owner shall permit any activity in any Unit or in the Common Elements which will increase the rate of insurance of the Property without the prior written consent of the Association. Furthermore, no Unit Owner shall permit any activity in any Unit or in the Common Elements which will result in the cancellation of insurance on the Property or which would be in violation of any law.
- d. No Unit Owner shall permit any nuisance or any practice which may be a source of annoyance to other Unit Owners or which interferes with the peaceful possession and proper use of the Property by the Unit Owners. No Unit Owner shall permit any immoral, improper, offensive, or unlawful use to



be made of the Property. Each Unit Owner shall observe all valid laws, zoning ordinances, and regulations of all applicable governmental entities.

- e. No Unit Owner shall alter the Common Elements or permit the construction of anything within the Common Elements except upon the written consent of the Association. Nothing shall be permitted to be constructed in the Common Area designated as "Common Septic Field Area" on Exhibit L (Sheet A-1) and said area shall not be used for parking or storage of any kind.
- f. No Unit Owner shall permit any act in any Unit or in the Common Elements which will impair the structural integrity of the Property or will structurally change the Property except as otherwise provided in this Declaration.
- g. The Association shall maintain the exterior of all Common Elements and shall decorate and maintain all General Common Elements. No Unit Owner shall maintain, decorate, or landscape the exterior of the General Common Elements except by previous written authorization of the Association.
- h. Notwithstanding anything to the contrary contained herein, Unit Owners shall be entitled to cause signage to be placed in or on the exterior portion of the Unit Owners as approval by the City of Whitefish and in proportion to the relative size of the Unit (in relative to all other Units).
- i. Any question arising under the use restrictions set forth in this Section 1 may be referred to the Board of Directors of the Association. In addition, the Board of Directors may grant variances from the strict provisions and effect of these restrictions and covenants provided that any variance granted shall be granted only upon the written decision of a majority of the Board of Directors. All determinations as to the construction and interpretation of the provisions included in this Declaration shall require the vote of a majority of the Board of Directors and shall be set forth in writing. All determinations as to the construction and interpretation of such provisions shall be final.

8. **Administration:** The administration of Emerald Condominium shall conform with the provisions of this Declaration and with the provisions of the Bylaws attached hereto as Exhibit M and by this reference incorporated herein.

The obligation of each Unit Owner to pay a percentage of the Common Expenses assessed by the Association shall commence immediately after the recording of the Declaration with the Clerk and Recorder of Flathead County, Montana.

The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of those features and parts of the Common Elements that the Association shall maintain in accordance with this Declaration. The Association shall maintain the fund from the regular assessments for Common Expenses.

9. **Revocation or Amendment of Declaration Provisions:** Neither the Unit Owners nor the Directors shall revoke or amend any of the provisions of this Declaration unless seventy-five percent (75%) of all Unit Owners agree to the revocation or Amendment by duly recorded instrument. The Board of Directors shall record all Amendments in the office of Clerk and Recorder of Flathead County, Montana. Notwithstanding the foregoing, the Owner of Unit No. 4 shall be entitled to unilaterally amend this Declaration to accurately



reflect any deviation from the Exhibits appended hereto depicting Unit No. 4, which deviation shall be within the scope of Section 3 hereof and shall be memorialized by a written and recorded Amendment hereto depicting any such deviation.

10. **Assessments:** The Association shall levy assessments upon all Unit Owners for the purposes in the manner provided in the Bylaws of the Association. No Unit Owner may exempt him or herself from liability for the assessments by waiving his or her right to use or enjoy the Common elements or by abandonment to his or her Unit.

Assessments shall be made for the repair, replacement, general maintenance, management, and administration of the Common Elements, fees, costs, and expenses of the Manager, taxes for the Common Elements, if any, and for the Unit Owner's percentage share of any Special Improvement District assessments. Assessments shall be based upon and computed by using the percentage of interest that each Unit Owner has in the Common Elements.

Assessments may also be made for the payment of Limited Common Element expenses such that the Unit Owners are chargeable only for the expenses relating to their respective Units or building. Unit Owners shall share in the payment for Limited Expenses for the repair, maintenance, and replacement of Limited Common Elements of their respective Units in accordance with the percentage the Unit or Units have in Limited Common Elements for which the assessment is being made. If only one Unit is associated with the Limited Common Element(s) involved, the entire cost of such repair, maintenance, or replacement shall be borne by that Unit.

Assessments may also be made for any purpose contemplated by this Declaration and for any purpose set out in the Montana Unit Ownership Act.

In a voluntary conveyance of a Unit, the Grantee of the Unit shall be jointly and severally liable with the Grantor for all unpaid assessments by the Association against the latter for his or her share of the Common Expenses up to the time of the grant or conveyance without prejudice to the Grantee's right to recover from the Grantor the amounts paid by the Grantee therefor. However, any such Grantee shall be entitled to a statement from the Manager or Board of Directors of the Association, as the case may be, setting forth the amount of said unpaid assessments against the Grantor due the Association, and such Grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments made by the Association against the Grantor in excess of the amount therein set forth.

Any assessments, charges, costs, or fees provided for in this Declaration including, without limitation, any default assessment arising under the provisions of this Declaration, or any monthly or other installment thereof, which is not fully paid within thirty (30) days after the due date thereof shall bear interest from the due date at the highest rate of interest allowed pursuant to Montana law. Further, the Association may bring an action at law or in equity, or both, against any Owner personally obligated to pay such overdue assessments, charges, costs, or fees, or monthly or other installments thereof, and may also proceed to foreclose its lien against such Owner's Unit. An action at law or in equity by the Association against an Owner to recover a money judgment for unpaid assessments, charges, costs, or fees, or any monthly or other installment thereof, may be commenced and pursued by the Association without foreclosing or in any way waiving the Association's lien therefor. In the event any such assessment, charge, cost, or fee, or monthly or other



installment thereof, is not fully paid when due and the Association shall commence such an action (or shall counterclaim or cross-claim for such relief in any action) against any Owner personally obligated to pay the same, or shall proceed to foreclose its lien against the particular Unit, all unpaid assessments, charges, and fees, and all unpaid monthly or other installments thereof, any and all late charges and accrued interest under this Paragraph, the Association's costs, expenses, and reasonable attorneys' fees incurred for preparing and recording any lien notice, and the Association's costs of suit, expenses, and reasonable attorneys' fees incurred for any such action and/or foreclosure proceedings shall be taxed by the Court as part of the costs of any such action or foreclosure proceeding and shall be recoverable by the Association from any Owner personally obligated to pay the same and from the proceeds of the foreclosure sale of such Owner's Unit. Foreclosure or attempted foreclosure by the Association of its lien shall not be deemed to estop or otherwise preclude the Association from thereafter again foreclosing or attempting to foreclose its lien for any subsequent assessments, charges, costs, or fees, or monthly or other installments thereof, which are not fully paid when due. The Association shall have the power and right to bid on or purchase any Unit at foreclosure or other legal sale and to acquire and hold, lease, mortgage, vote the Association votes appurtenant to ownership thereof, convey, or otherwise deal with the same.

The lien created pursuant to this Section 10 shall have priority to all other liens except: (a) liens for real estate taxes assessed against the Unit; and (b) any first mortgage or trust indenture of record. Any unpaid assessments, charges, costs, or fees provided for in the Declaration shall constitute a lien on the Unit of a delinquent Owner.

11. Insurance:

- a. The Board of Directors shall purchase comprehensive general liability and property damage insurance as promptly as possible following its election or appointment and shall maintain the insurance in force at all times. The Association shall pay the premiums out of the maintenance fund created pursuant to the Bylaws. The Board of Directors shall purchase insurance with coverage limits of at least \$2,000,000.00 for bodily injury, including death and property damage, arising out of a single occurrence. The Board of Directors shall purchase the insurance from reputable companies authorized to do business in the State of Montana. The policy or policies shall name as insured all the Unit Owners and the Association. The policy or policies shall insure against loss arising from perils in both the Common Elements and the Units and shall include contractual liability coverage to protect against liabilities as may arise under the contractual exposures of the Association or the Board of Directors
- b. The Board of Directors shall purchase fire and other hazard insurance as promptly as possible following its election or appointment and shall maintain the insurance in force at all times. The Board of Directors shall pay the premiums as Common Expenses out of the assessments collected pursuant to the Bylaws. The insurance shall cover all Common Elements and improvements and shall have coverage limits equal to 100% of the current replacement costs of the Property exclusive of land and other items normally excluded from coverage. The policy or policies shall provide for the issuance of certificates or endorsements as may be required. The policy or policies shall insure against loss from perils in both the Common Elements and the Units, except as they may be separately insured. The policy or policies shall contain extended coverage, vandalism, and malicious mischief endorsements. If reasonably available, the policy or policies shall contain a stipulated amount clause, determinable cash adjustment clause, or similar clause to permit a cash settlement covering specified

value in the event of destruction of the Property and a decision not to rebuild. The policy or policies shall name as insured all of the Unit Owners and the Association. The policy or policies shall also cover any personal property owned in common by the Unit Owners and shall further contain a waiver of subrogation rights by the carrier as to negligent Unit Owners. Any casualty insurance policy obtained by the Association shall contain a provision prohibiting a reduction in the amount payable under the policy as a result of any casualty insurance proceeds payable to a Unit Owner under a separate policy procured by the Unit Owner.

- c. All Unit Owners shall obtain and at all times maintain a Condominium Unit Owner's insurance policy insuring any improvements made to the property within a Unit, any decorated or finished surfaces, any fixtures, any personal property of the Unit Owner, and personal liability. The Board of Directors or the Association may require all Unit Owners to provide to the Board or the Association certificates of such insurance or other evidence establishing compliance herewith.
- d. The Board of Directors may purchase and maintain in force debris removal insurance, fidelity bonds, and other insurance or bonds that it deems necessary.
- e. The Board of Directors is hereby appointed the attorney-in-fact for all Unit Owners to negotiate loss adjustment on the policy or policies carried under Subsections a, b, and d of this Section 11.
- f. If fire or other casualty damages or destroys any Unit or any portion of the Common Elements, all insurance proceeds paid in satisfaction of claims for any loss or losses shall be apportioned according to losses suffered by each Unit or the Common Elements and shall be paid to the Association as trustee for the Unit Owner. The insurance proceeds, whether or not subject to liens, and the proceeds of any special assessments as provided in this Declaration and the Bylaws shall be collected and disbursed by the trustee through a separate trust account on the following terms and conditions:
 - i. Unless a majority of the Units and Common Elements are destroyed, all damaged or destroyed Units and Common Elements shall be repaired or rebuilt, and the Board of Directors shall immediately contract to repair or rebuild the damaged portions of the Unit or Units and the Common Elements substantially in accordance with the original plans and specifications for Emerald Condominium.
 - ii. If the Units and the Common Elements are substantially damaged or destroyed, the Board of Directors shall determine, by majority vote at a meeting duly called for that purpose, whether it will proceed with repair or reconstruction or whether the Property shall be distributed as provided for hereinbelow. In the event the Board of Directors votes to rebuild or repair, it shall prepare the necessary plans, specifications, and maps and shall execute the necessary documents to effect the reconstruction or repair as promptly as practicable and in a lawful and workmanlike manner. In the event the Board of Directors votes against rebuilding or repairing the Property, the proceeds, if any, of insurance carried by the Association shall be distributed to the Unit Owners in the proportions set forth in Section 5 hereof.
 - iii. If the Board of Directors votes to repair or reconstruct the Common Elements, and if there is a deficiency between the insurance proceeds paid for the damage to the Common Elements

and the contract price for repairing or rebuilding the Common Elements, the Board of Directors shall levy a special assessment to pay the difference. Each Unit Owner shall pay the special assessments in the proportions set forth in Section 5 of this Declaration. If any Unit Owner shall fail to pay the special assessments within thirty (30) days after the levy thereof, the Board of Directors shall pay the difference from the fund for Common Expenses, and the remaining Unit Owners shall be entitled to the same remedies as those provided in Section 11 of this Declaration which covers defaults of any Unit Owner in the payment of assessments for Common Expenses.

- g. The Board of Directors may provide coverage for payment of maintenance charges which are abated on behalf of a Unit Owner whose Unit is rendered untenable by an insured peril. The maximum period of abatement of charges may not exceed four (4) months.
- h. The Board of Directors shall analyze insurance coverage at least every five (5) years from the date of this Declaration and shall revise the insurance program in accordance with its analysis, if necessary.
- i. The Association shall represent the Unit Owners in any condemnation proceedings or in negotiations, settlements, and agreements with a condemning authority for acquisition of any portion of the Common Elements. The Unit Owners hereby appoint the Association as their attorney-in-fact for that purpose. If a condemning authority takes or acquires all or part of the Common Elements, the award or proceeds of settlement shall be payable to the Association or its designated trustee to be held in trust for the Unit Owners.
- j. Any restoration or repair of the Property after a partial condemnation or damage due to an insurable hazard shall conform with this Declaration and the original plans and specifications unless the Board of Directors votes otherwise.

12. **Default and Remedies:**

- a. Each Unit Owner, his or her successors and assigns, shall be governed by and shall comply with the terms of this Declaration and the Bylaws as adopted under Title 70, Chapter 23 of the Montana Code Annotated as well as all Amendments to this Declaration and the Bylaws as may be lawfully adopted from time to time.
- b. If any Unit Owner fails to comply with any of the terms of this Declaration or the Bylaws, the Association or other Unit Owners may commence a proceeding at law or in equity to enforce the provisions of the Declaration and the Bylaws.
- c. All Unit Owners shall be liable for the expense of their willful or negligent acts or the willful or negligent acts of their officers, employees, licensees, and invitees to the extent that those expenses are not covered by the proceeds of insurance carried by the Association. If the negligent or willful act of any of the foregoing persons causes the Association to incur repair or maintenance costs for any feature or part of the Common Elements, the Association shall assess those expenses against the Unit Owner which shall constitute a lien subject to foreclosure in accordance with Section 10 of this Declaration.

- d. In any proceeding to enforce the terms of this Declaration or the Bylaws, the prevailing party shall be entitled to recover its costs, charges, and expenses including reasonable attorneys' fees.
- e. Failure of the Association or a Unit Owner to enforce any provision in this Declaration or the Bylaws shall in no event constitute a waiver of the right to do so thereafter.
- f. All rights, remedies, and privileges granted to the Association or a Unit Owner pursuant to the provisions of this Declaration and the Bylaws shall be cumulative, and the exercise of any one or more shall not constitute an election of remedies nor shall it preclude the exercise of other and additional rights, remedies, or privileges granted by this Declaration or the Bylaws or by law.

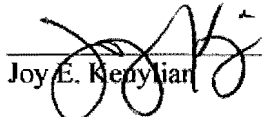
13. **Miscellaneous:**

- a. The Association shall make available to all Unit Owners current copies of this Declaration, the Bylaws, and other books, records, and financial statements of the Association. Upon written request, the Association shall also make available to prospective purchaser's current copies of this Declaration, the Bylaws, and the most recent audited financial statement of the Association.

Upon written request from any Unit Owner, the Association shall prepare and furnish a financial statement for the immediately preceding fiscal year within a reasonable time.

- b. All the provisions of this Declaration and of the Bylaws shall constitute covenants running with the land and any interest therein including, without limitation, every Unit and every Unit Owner, their successors and assigns. Every Unit and every Unit Owner, their successors and assigns, shall be bound by the provisions of this Declaration and the Bylaws.
- c. Each Unit, together with its interest in the Common Elements, shall be considered a parcel of real property subject to separate assessment and taxation by any taxing authority. The Property, the improvements, and the Common Elements shall not constitute a parcel of real property for purposes of taxation.
- d. This Declaration shall be terminated, if at all, in the manner provided in Sections 70-23-801 through 70-23-806 of the Montana Code Annotated.
- e. The County shall take no action which will adversely affect the rights of the Association with respect to the assurances against latent defects in the Property or other rights assigned to the Association, the members of the Association, their successors, and their assigns.
- f. Invalidation of any provision contained in this Declaration by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has caused this Third Amendment to and Complete Restatement of Declaration to be executed this 30 day of August, 2019.


Joy E. Keuylian

STATE OF CALIFORNIA)
) ss.
County of _____)

SEE ATTACHED
CALIFORNIA
ACKNOWLEDGEMENT

On _____ before me, _____ (insert name and title of the officer) personally appeared JOY E. KEUYLIAN, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public for the State of California



**CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT
(CALIFORNIA CIVIL CODE § 1189)**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF ORANGE)

On August 30, 2019 before me, TRACY THUY NGO - NOTARY PUBLIC
(Date) (Here Insert Name and Title of the Officer)

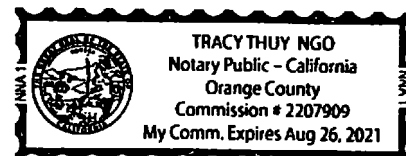
personally appeared JOY E. KEUYLIAN,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~
subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same
in ~~his~~/her/~~their~~ authorized capacity~~(ies)~~, and that by ~~his~~/her/~~their~~ signature~~(s)~~ on the instrument
the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

Description of Attached Document

Title or Type of Document: 3RD AMENDMENT OF DECLARATION OF CONDOMINIUM Document Date: August 30, 2019
Number of Pages: 14 Signer~~(s)~~ Other Than Named Above: NONE
Additional Information: NONE

CERTIFICATION

Pursuant to the Declaration of Condominium for Emerald Condominium recorded with the Flathead County Clerk and Recorder as Document No. 201900001488, the First Amendment to and Complete Restatement of the Declaration of Condominium for Emerald Condominium filed with the Flathead County Clerk and Recorder as Document No. 201900003328, and the Second Amendment to and Complete Restatement of the Declaration of Condominium for Emerald Condominium filed with the Flathead County Clerk and Recorder as Document No. 201900008445 the undersigned, representing the owner of 100% of the Units and Common Elements of Emerald Condominium, consents and agrees to this Third Amendment to and Complete Restatement of the Declaration of Condominium for Emerald Condominium, the sole purpose of which is to add Unit 4 to the Emerald Condominium.

DATED this 30 day of August, 2019.


Joy E. Keuylian

SEE ATTACHED
CALIFORNIA
ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
) ss.
County of _____)

On _____ before me, _____ (insert name and title of the officer) personally appeared JOY E. KEUYLIAN, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public for the State of California

**CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT
(CALIFORNIA CIVIL CODE § 1189)**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF ORANGE)

On August 30, 2019 before me, TRACY THUY NGO - NOTARY PUBLIC
(Date) (Here Insert Name and Title of the Officer)

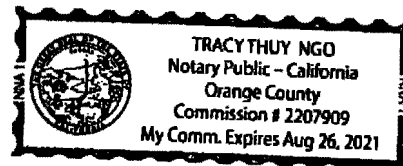
personally appeared JOY E. KEUYLIAN,
who proved to me on the basis of satisfactory evidence to be the person~~x~~ whose name~~x~~ is/~~are~~
subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same
in ~~his~~/her/~~their~~ authorized capacity~~(ies)~~, and that by ~~his~~/her/~~their~~ signature~~(s)~~ on the instrument
the person~~x~~, or the entity upon behalf of which the person~~x~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

Description of Attached Document

Title or Type of Document: CERTIFICATION Document Date: August 30, 2019
Number of Pages: 14 Signer~~s~~ Other Than Named Above: NONE
Additional Information: NONE

201900021312
 Page: 17 of 30
 Fees: \$210.00
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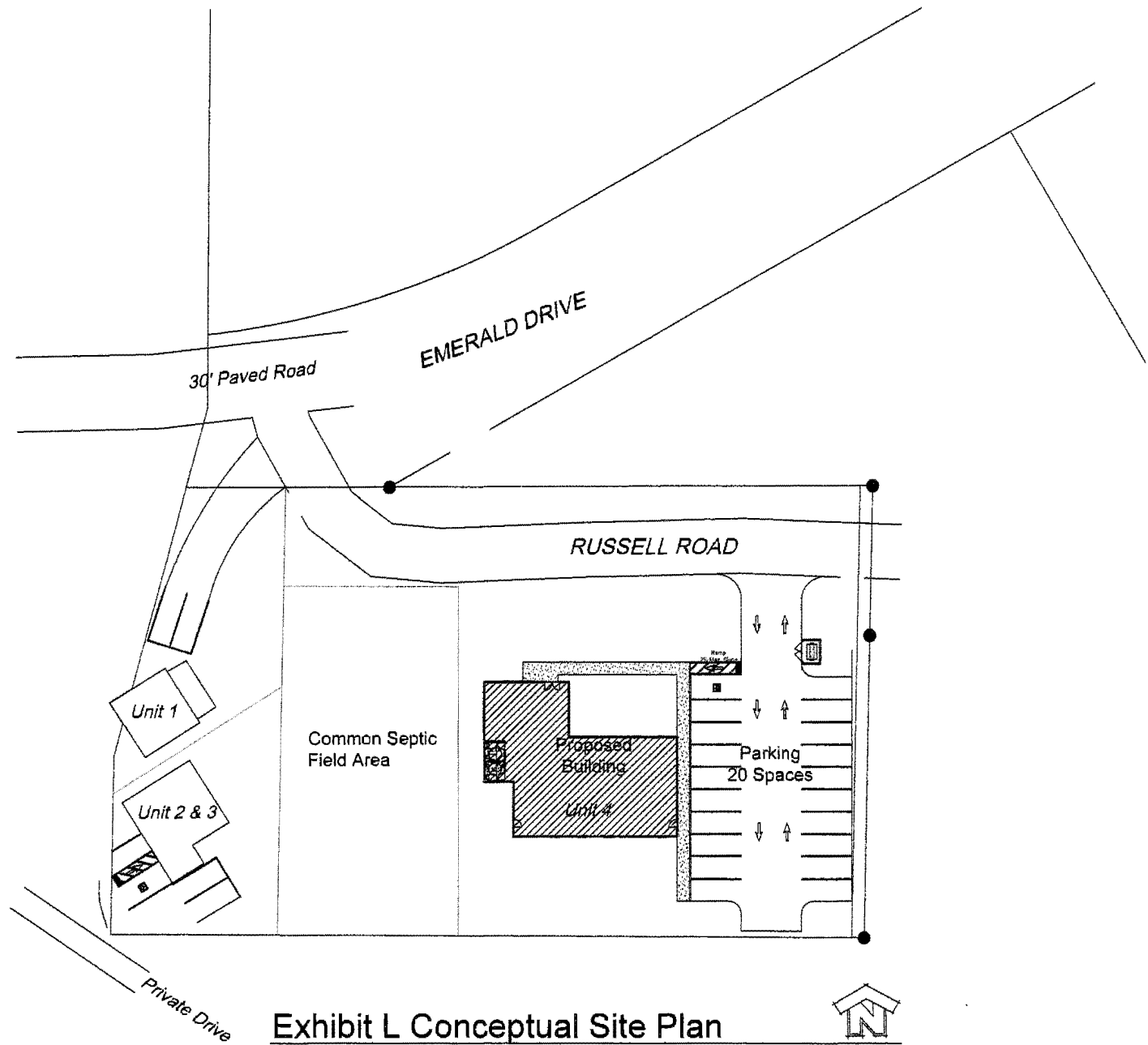


Exhibit L Conceptual Site Plan



HUTSON & PARTNERS
 ARCHITECTURE
 305 NORTH COAST
 HIGHWAY, SUITE L
 LAGUNA BEACH
 CALIFORNIA 92651
 TEL (949) 715-4062



Architect Stamp

THE EMERALD CONDOMINIUMS:
 5895 HWY 93 S.
 WHITEFISH, MT 59937

Project Location:
 5895 HWY 93 S.
 WHITEFISH, MT 59937

Project Number	11560-00184-001
Date	09/04/2019
Scale	1" = 80'-0"
Drawn By	PH
Checked By	LR
Approved	N/A
Approved	N/A
File Number	XX

Revisions		

Sheet Number:
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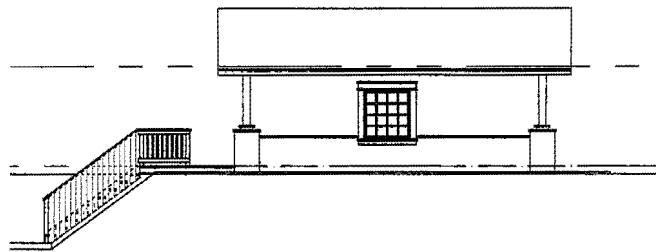


Exhibit A Unit 1 North Elevation



Exhibit D Unit 1 West Elevation

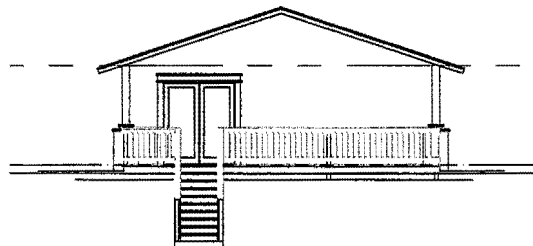


Exhibit C Unit 1 East Elevation

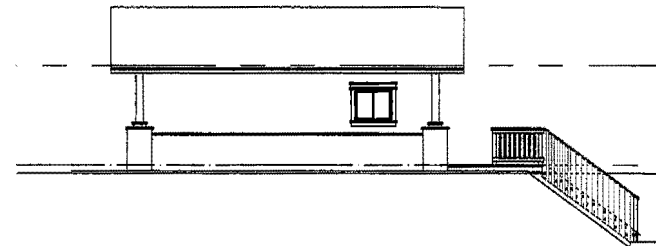


Exhibit B Unit 1 South Elevation

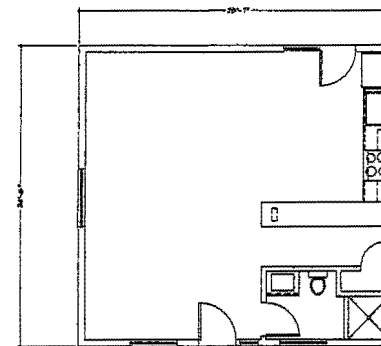


Exhibit E1 Unit 1 Floor Plan
 626 Sq. ft.



HUTSON &
 PARTNERS
 ARCHITECTURE

305 NORTH COAST
 HIGHWAY, SUITE L
 LAGUNA BEACH
 CALIFORNIA 92651
 TEL (949) 715-4062



Architect Stamp

THE EMERALD CONDOMINIUMS:
 5895 HWY 93 S.
 WHITEFISH, MT 59937

Project Location:
 5895 HWY 93 S.
 WHITEFISH, MT 59937

Project Number: ---
 Date: 9/29/2019 10:23:02 AM
 Scale: 1/4" = 1'-0"
 Drawn By: PJH
 Checked By: JSH
 Approved: N/A
 Approved: N/A
 File Number: XX

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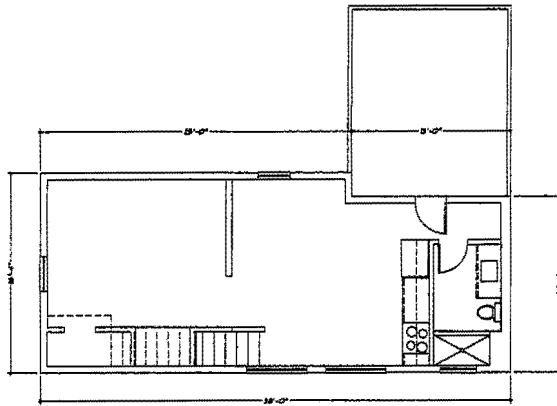


Exhibit J2 Unit 3 Floor Plan

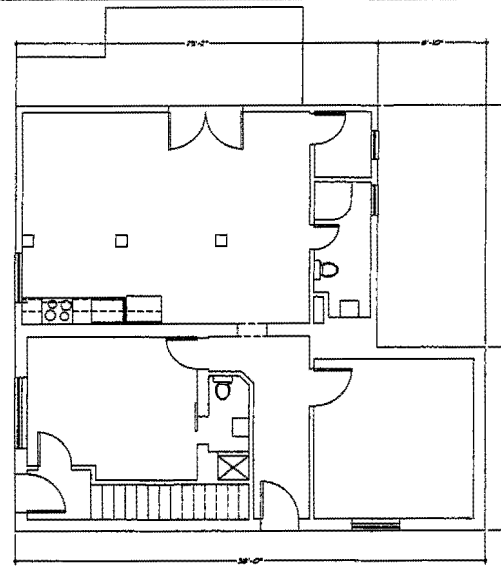


Exhibit J1 Unit 2 Floor Plan
 1107 Sq.Ft.

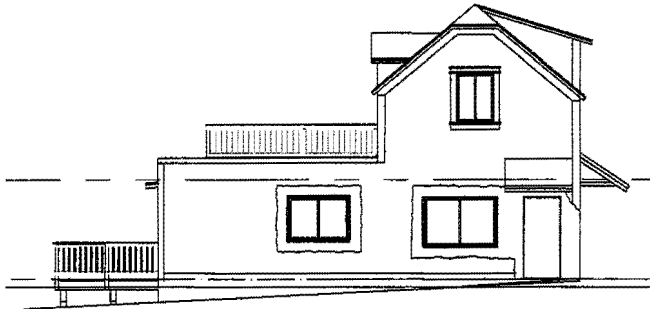


Exhibit F Unit 2 & 3 North Elevation

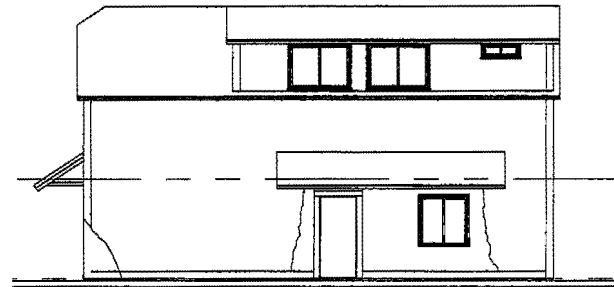


Exhibit I Unit 2 & 3 West Elevation

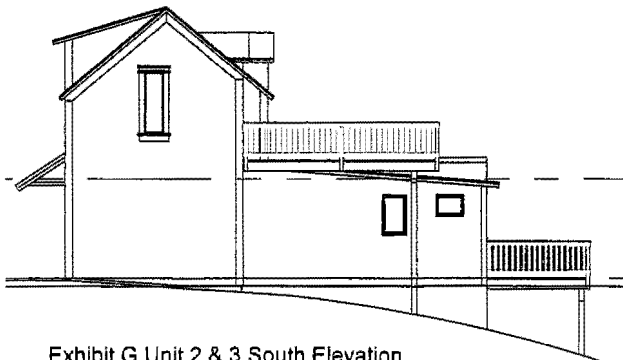


Exhibit G Unit 2 & 3 South Elevation

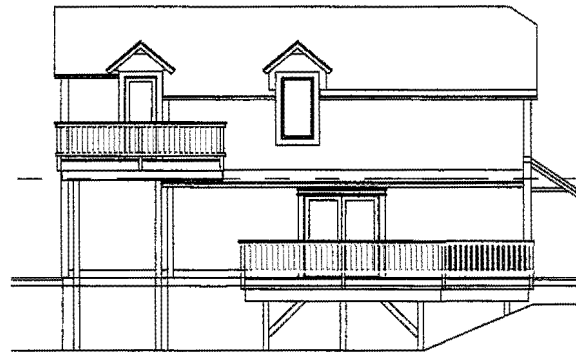


Exhibit H Unit 2 & 3 East Elevation



**HUTSON &
 PARTNERS**
 ARCHITECTURE

305 NORTH COAST
 HIGHWAY, SUITE L
 LAGUNA BEACH
 CALIFORNIA 92651
 TEL (949) 715-4062



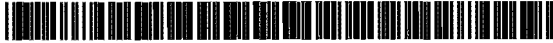
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THE EMERALD CONDOMINIUMS:
 5895 HWY 93 S.
 WHITEFISH, MT 59937

Project Location:
 5895 HWY 93 S.
 WHITEFISH, MT 59937

Project Number: ---
 Date: 9/4/2019
 Scale: 1/4" = 1'-0"
 Drawn By: BH
 Checked By: LRH
 Approved: N/A
 File Number: XX

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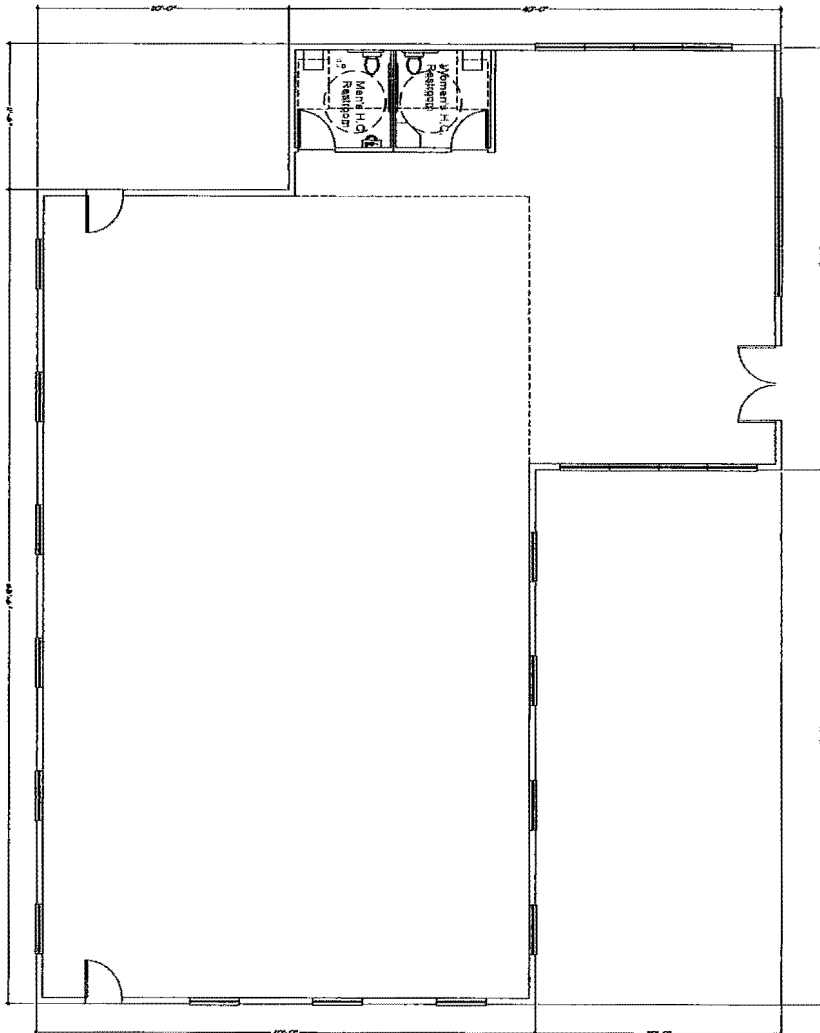


Exhibit K Unit 4 Floor Plan
3573 Sq. Ft.

Project Number:	---
Client:	Jason & Julie
Scale:	1/4" = 1'-0"
Drawn By:	PN
Checked By:	PN
Approved:	N/A
File Number:	XX
Revisions:	
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Project Location:
5895 HWY 93 S.
WHITEFISH, MT 59937

THE EMERALD CONDOMINIUMS:
5895 HWY 93 S.
WHITEFISH, MT 59937



HUTSON & PARTNERS
ARCHITECTS
304 NORTHCOST
HIGHWAY SUITE L
LAGUNA BEACH
CALIFORNIA 92651
TEL. (949) 715-4052



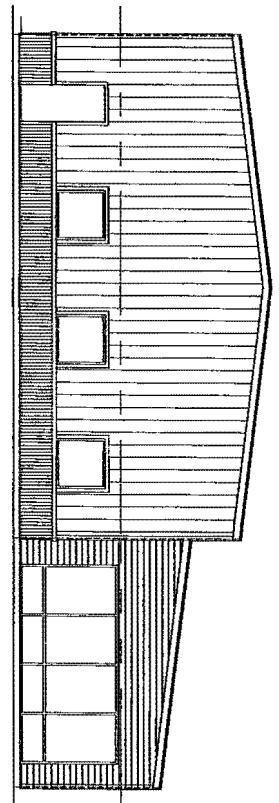


Exhibit K3 East Elevation Unit 4

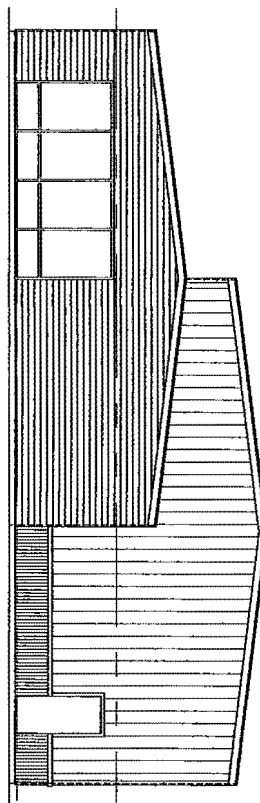


Exhibit K4 West Elevation Unit 4

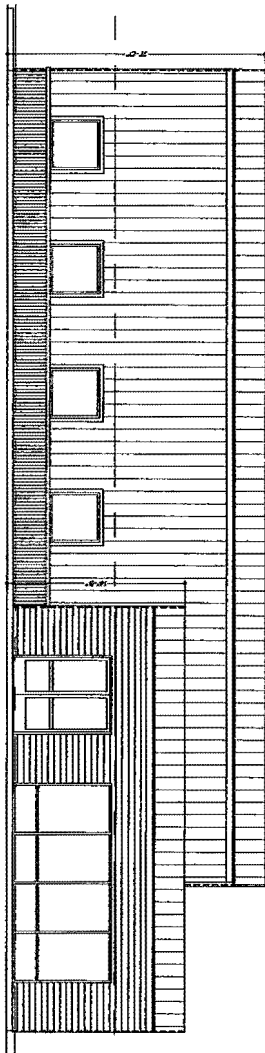


Exhibit K1 North Elevation Unit 4

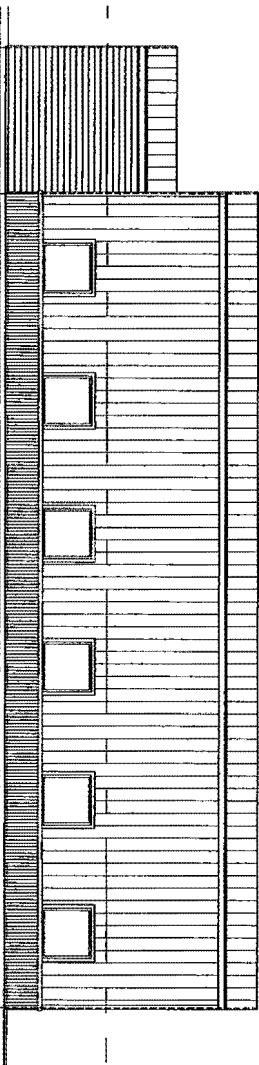


Exhibit K2 South Elevation Unit 4

HUTSON & PARTNERS
 ARCHITECTS
 305 NORTH COAST
 HIGHWAY, SUITE L
 LAGUNA BEACH
 CALIFORNIA 92651
 TEL. (949) 715-4092



Architect Stamp

THE EMERALD CONDOMINIUMS:
 5895 HWY 93 S.
 WHITEFISH, MT 59937

Project Location:
 5895 HWY 93 S.
 WHITEFISH, MT 59937

PROJECT NUMBER:	—
DATE:	10/29/2019 AM
SCALE:	1/4" = 1'-0"
DRAWN BY:	PH
CHECKED BY:	PH
APPROVED:	N/A
DATE:	N/A
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BYLAWS
OF
EMERALD CONDOMINIUM OWNERS' ASSOCIATION

ARTICLE I

Section 1. The provisions of these Bylaws are applicable to a condominium located on real property described in the Declaration of Emerald Condominium filed or to be filed with the Flathead County Clerk and Recorder, to which a copy of these Bylaws is attached, in accordance with the provisions of the Montana Unit Ownership Act, Title 70, Chapter 23, Montana Code Annotated. All capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Declaration.

Section 2. All present or future Owners, tenants, future tenants, or their employees, or any other person who might use the Property in any manner are subject to the regulations set forth in these Bylaws. The acquisition or rental of any of the Units of the Property or the occupancy of any of the Units shall signify that these Bylaws are accepted and ratified.

ARTICLE II

Section 1. "Unit Owner" of a Unit on the Property means the person owning a Unit in fee simple absolute individually or as co-owner in any real estate tenancy relationship recognized under the laws of the state of Montana. Each Unit Owner, by virtue of ownership, shall be a Member of the Emerald Condominium Owners Association (the "Association"). If ownership of any Unit is vested in more than one person or entity, each person or entity shall be a Member, but the co-Owners or joint Owners shall be deemed to be one Unit Owner for the purpose of voting and shall be entitled to vote only in accordance with the provisions of the Bylaws on voting.

Section 2. Each Unit Owner shall be entitled to a voting interest equal to the voting percentage ("Voting Percentage") set forth in the Declaration or Declaration as Amended. The vote for any Unit owned by more than one person or entity shall be exercised as the co-Owners may among themselves determine, but in no event shall the vote with respect to any one Unit exceed the total voting percentage provided for in this Section and in Paragraph 8 of the Declaration.

Section 3. Ownership shall be determined according to the records of the Clerk and Recorder of Flathead County, Montana provided, however, that an executor, administrator, guardian, or trustee may vote in person or by proxy with respect to any dwelling or Unit owned or held by him, her or it in such capacity, whether or not ownership shall have been transferred to his, her or its name by a duly recorded conveyance.

Section 4. Except as otherwise provided in the Bylaws, the presence in person or by proxy of sixty-five percent (65%) of the Voting Percentage of Unit Owners shall constitute a quorum. Decisions made by Unit Owners at any meeting shall be made by not less than sixty percent (60%) of the total Voting Percentages of Unit Owners. If, however, a quorum shall not be present or represented at any meeting, the Members entitled to vote shall have



the power to adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum is present.

Section 5. At all meetings of Unit Owners, each Unit Owner may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary of the Association. Every proxy shall be revocable and shall automatically cease upon conveyance by the Unit Owner of its Unit. While every proxy shall be revocable, the authority contained therein, unless otherwise limited by its terms, shall be deemed to continue in effect until revoked in writing or until the recording of a conveyance by the Unit Owner of its Unit. Whenever a Unit is owned by two or more persons or entities, the Unit Owners' voting interest may be exercised by any one of the Unit Owners present in the absence of protest by the other Unit Owners.

ARTICLE III

Section 1. The Association shall administer the operation of Emerald Condominium, approve the annual budget, establish and collect assessments, and arrange for the management of the Property pursuant to an agreement containing provisions relating to the duties, obligations, removal, and compensation of the management agent. Except as otherwise provided, decisions and resolutions of the Association shall require approval by a majority vote of the Voting Percentage of Owners attending any meeting of the Association (whether in person or by proxy) at which a quorum is present.

Section 2. The Association shall convene an organizational meeting no later than 120 days after the Declaration has been filed with the Clerk and Recorder of Flathead County, Montana.

Section 3. The Association shall convene its annual meeting at the time and place specified in the written notice provided to Members of the Association as provided in Section 5 of this Article.

Section 4. Any two (2) Members of the Board of Directors or the management agent, by written request, may call a special meeting at any time.

Section 5. The Association shall deliver written notice of any annual or special meeting to each Unit Owner no less than ten (10) days prior to the date of the meeting. The notice shall specify the time, date, place, and purpose of the meeting. The Association shall deliver the notice to each Unit Owner personally by leaving the notice at the Unit Owner's usual place of business or by mailing it, postage prepaid, addressed to the Unit Owner at his last known address as reflected by the Association's records. If notice is given pursuant to the provisions of this Section, the failure of any Unit Owner to receive actual notice of the meeting shall in no way invalidate the meeting or any proceedings conducted at the meeting.

Section 6. The Association shall transact no business at a special meeting except as stated in the notice unless by consent of two-thirds ($\frac{2}{3}$) of the Board of Directors present, either in person or by proxy.

Section 7. The order of business at all meetings of the Association shall be as follows:

- a. Proof of Notice of Meeting or Waiver of Notice.
- b. Determination of quorum.
- c. Reading of Minutes of preceding meeting.

- d. Reports of officers.
- e. Reports of committees.
- f. Appointment of Directors, if applicable.
- g. Unfinished business.
- h. New business.
- i. Adjournment.

ARTICLE IV

Section 1. The affairs of the Association shall be governed by a Board of Directors composed of three (3) persons. The initial Directors shall be selected and identified by the Declarant of the Declaration of Condominium of Emerald after same is recorded.

Section 2. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not by law or by these Bylaws directed to be exercised or done by the Unit Owners. The Board of Directors shall serve without compensation.

Section 3. In addition to duties imposed by these Bylaws or by resolutions of the Association, the Board of Directors shall have the following powers and duties:

- a. To enforce the provisions of the Declaration and Bylaws by appropriate action.
- b. To provide for management of the Property by contracting, if appropriate, with a suitable and capable manager or management company for operation and maintenance of the Property.
- c. To impose, charge, and collect assessments as allowed by the Bylaws and the Declaration.
- d. To delegate authority to the manager for routine conduct of business, subject at all times, however, to ultimate authority residing in the Board of Directors.
- e. To prepare an annual budget in order to determine the amount of the assessments payable by the Unit Owners to meet Common Expenses, and to allocate and assess common charges among Unit Owners according to their respective interests in the General Common Elements.
- f. To impose, charge, and collect special assessments whenever necessary in order to meet increased operating or maintenance expenses or because of emergency.
- g. To take appropriate legal action to collect delinquent assessments, and to impose, charge, and collect penalties and charge interest in accordance with these Bylaws.
- h. To defend, in the name of the Association, any and all lawsuits wherein the Association is a party defendant or the Property is at issue.

- i. To enter into contracts and agreements necessary to carry out the duties set forth in these Bylaws.
- j. To establish a bank account for the Association and to keep records and accounts according to generally accepted accounting practices.
- k. To establish rules and regulations for conduct, behavior, and use of the General Common and Limited Common Elements.
- l. To make repairs, alterations, additions, and improvements to the General Common and Limited Common Elements consistent with managing Emerald Condominium in the best interest of the Unit Owners.

Section 4. The Members of the Board of Directors shall serve staggered terms of two (2) years, with the terms of two (2) Members of the Board of Directors expiring in even years and the terms of one (1) Member of the Board of Directors expiring in odd years. The Directors shall hold office until their successors have been appointed and hold their first meeting.

Section 5. A Director may be removed by a vote of the Unit Owners of at least sixty-five percent (65%) of the undivided interests in the General Common Elements. Vacancies on the Board of Directors, however, must be filled in accordance with Article IV, Section 7 of these Bylaws.

Section 6. No Director shall receive remuneration for services performed by him or her for the Association in any other capacity unless the Board of Directors unanimously adopts a resolution authorizing the remuneration before the services are undertaken. A Director may not be an employee of the Association.

Section 7. If a vacancy occurs in the Directors, the remaining Directors shall appoint another Director to then and there fill the vacancy for the remainder of the term. However, if a Director is removed pursuant to Article IV, Section 5 of these Bylaws, the Unit Owners then voting shall, at the time of removal, appoint a new Director by majority vote.

Section 8. The Board of Directors shall hold their first meeting immediately following the annual meeting of the Association and, provided that a majority of the Board of Directors is present, no notice shall be necessary to the newly appointed Directors in order to legally constitute such a meeting.

Section 9. The Board of Directors may hold regular meetings at such time and place as shall be determined from time to time by a majority of the Directors provided, however, that the Board of Directors shall hold at least two (2) regular meetings during each fiscal year. The Board of Directors shall give notice of its regular meetings to each Director, personally or by mail, telephone, or email, at least three (3) days prior to the day named for the meeting.

Section 10. The Chairman of the Board of Directors may call special meetings on three (3) days' notice to each Director, given personally or by mail, telephone, or email, stating the time, date, place, and purpose of the meeting. The President or Secretary of the Board of Directors shall call special meetings in a like manner and on a like notice upon the written request of at least two (2) Directors. All Directors' meetings shall be held within Flathead County, Montana.

Section 11. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of the meeting, and the waiver shall be deemed equivalent to the giving of notice. Furthermore, attendance by a Director at any meeting of the Board of Directors shall constitute waiver of notice by him or her of the time and place of

the meeting. If all the Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 12. A majority of the Directors shall constitute a quorum of the Board of Directors for the transaction of business at any meeting. If, however, a quorum is not present or represented at any meeting, the Directors present at the meeting shall have the power to adjourn the meeting from time to time without notice other than an announcement at the meeting until a quorum shall be present or be represented. If a quorum shall be present or be represented at the meeting following such adjournment, any business which might have been transacted at the meeting as originally called may be transacted without further notice. Unless a different percentage is specified herein, the act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board.

Section 13. The Board of Directors may require that officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds, with the premiums on such bonds to be paid by the Association.

Section 14. In the event there is a deadlock in voting of the Board of Directors, the Members of said Board shall mutually agree upon the appointment of a mediator who shall decide the deadlocked issue. The mediator's decision shall be binding upon the Board of Directors.

ARTICLE V

Section 1. The Board of Directors, at its annual meeting, shall elect the following officers: Chairman, Vice-Chairman, and Secretary/Treasurer (combined office), and may elect any assistants the Board of Directors may deem necessary. The officers shall be Directors.

Section 2. The officers of the Association shall hold office at the pleasure of the Board of Directors, and in the event of a vacancy, the Board of Directors shall elect a successor at any regular meeting or at any special meeting called for that purpose.

Section 3. The Chairman shall preside at all meetings of the Association and of the Board of Directors. The Chairman shall have general supervision over the affairs of the Association and its officers and all of the powers and duties usually vested in the office of president or chairman of an association including, but not limited to, the power to appoint committees from among the Unit Owners from time to time as the Chairman may in his or her discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 4. The Vice-Chairman shall act for the Chairman in the event of the absence or disability of the latter and shall also perform any other duties as from time to time may be imposed upon him or her by the Board of Directors.

Section 5. The Secretary/Treasurer shall keep all books and records of the Association and of the Board of Directors and shall record all Minutes of meetings of both.

Section 6. The Secretary/Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association, and, shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in any depositories as the Board of Directors may from time to time designate.

ARTICLE VI

Section 1. The Board of Directors shall approve assessments against the Unit Owners, and the Unit Owners shall pay the assessments to the Association in accordance with the following provisions:

- a. The Board of Directors shall approve assessments for the repair, replacement, general maintenance, management, and administration of the General Common and Limited Common Elements and for payment of insurance premiums. The Board of Directors shall base and compute the assessments on the percentage interest that each Unit Owner has in the General Common Elements as provided in the Declaration.
- b. The Unit Owners shall pay any assessments imposed and charged in the proportions set forth in the provision of the Declaration authorizing the assessment.
- c. The Board of Directors may maintain separate accounts for operating expenses and for reserves. The Board of Directors shall, however, account for the funds collected from each Unit Owner separately and shall pay the Common Expenses in the same proportion in which the Board of Directors collected the assessments. The Board of Directors shall maintain the following records:
 - i. Common Expense Records – to which shall be credited collections for assessments for all Common Expenses including liability and hazard insurance premiums and payments received for defraying costs of the use, reconstruction, and repair of Common Elements.
 - ii. Limited Common Expense Records – to which shall be credited collections for assessments for all Limited Common Expenses.
 - ii. Alteration and Improvement Accounts – to which the Board of Directors shall credit all sums collected for alteration and improvement assessments.
 - iii. Emergency Account – to which the Board of Directors shall credit all sums collected for emergencies.
- d. All Unit Owners shall be obligated to pay assessments for Common Expenses in monthly installments. The Board of Directors shall impose, charge, and collect assessments for Common Expenses for each fiscal year (January 1 through December 31) reasonably required for the proper management, maintenance, and operation of the Common Elements. The annual assessments shall be due and payable in twelve (12) equal consecutive monthly payments due on the first day of each month. The total of the assessments shall be in the amount of the estimated Common Expenses for the year including a reasonable allowance for contingency and reserves less the amounts of unneeded Common Expense account balances. If an annual assessment is not made as required, a payment in the amount required in the last prior assessment shall be due upon each assessment payment date until changed by a new assessment.
- e. The Board of Directors shall impose, charge, and collect other assessments in accordance with the provisions of the Declaration to be paid at the time determined by the Board of Directors.
- f. The Secretary/Treasurer shall maintain records showing assessments made against Unit Owners. The Secretary/Treasurer shall make the records available for inspection by Unit Owners at all

reasonable times. The records shall show the amounts of all assessments paid and unpaid. The Secretary/Treasurer may issue certificates as to the status of a Unit Owner's assessment account to any person or entity the Unit Owner may request in writing, and the certificates shall limit the liability of any person or entity to whom it is addressed other than the Unit Owner.

- g. Unit Owners and their grantees shall be jointly and severally liable for all unpaid assessments due and payable at the time of a conveyance without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor. Unpaid portions of assessments which are due shall be secured by a lien upon the Unit as provided in the Declaration upon the filing of a claim in accordance with the provisions of Section 70-23-607 of the Montana Code Annotated.
- h. Any portion of an assessment paid more than ten (10) days after the date when due shall bear interest at the rate set forth in the Declaration for Emerald Condominium. The Board of Directors shall apply all payments first to interest due and then to the earliest assessment due. The Board of Directors shall credit the Common Expense account with all interest collected.

Section 2. Maintenance and Repair.

- a. Every Unit Owner must perform promptly all maintenance and repair work within its own Unit which, if omitted, would affect the project in its entirety or in any part belonging to other Unit Owners. Each Unit Owner shall be responsible for the damages and liabilities caused by its failure to act.
- b. Each Unit Owner shall bear the cost of all the repairs of internal installations to the Unit such as water, light, gas, power, sewage, telephones, air conditioners, sanitary installations, doors, windows, lamps, and all other accessories and appliances belonging to the Unit.
- c. Each Unit Owner shall reimburse the Association for any expenditures incurred in repairing or replacing any Common Element damaged by the willful or negligent acts of that Unit Owner to the extent such expenditures are not covered by the proceeds of insurance carried by the Association.

Section 3. As provided in Paragraph 7(d) of the Declaration, no Unit Owner shall make any structural modifications or alterations to its Unit that could increase the insurance premium without previously notifying the Board of Directors in writing through the management agent or the Chairman of the Association if no management agent is employed. The Board of Directors shall have the obligation to answer within forty-five (45) days after receiving notice. Failure by the Board of Directors to answer within the stipulated time shall mean that there is no objection to the proposed modification of alteration.

Section 4. The managing agent and any person authorized by the Board of Directors shall have the right to enter each Unit in case of any emergency originating in or threatening the Unit or the Property whether or not the Unit Owner or occupant is present at the time. Every Unit Owner and occupant, when so required, shall permit other Unit Owners or their representatives to enter its Unit at reasonable times for the purpose of performing authorized installations, alterations, or repairs to the Common Elements therein provided, however, that each Unit Owner shall request entry in advance and that each Unit Owner shall enter only at a time convenient for the other Unit Owner.

Section 5. The Board of Directors may adopt, delete, or amend the Rules of Conduct relating to the details of the operation of Emerald Condominium and the use of Units, Common Elements, and Limited Common Elements at any regular meeting or at any special meeting called for that purpose.

ARTICLE VII

Section 1. No Director or officer of the Association shall be liable for acts or defaults of any other officer or Member or for any loss sustained by the Association or any Member thereof unless the loss has resulted from his or her own willful misconduct or negligence.

Section 2. Every Director, officer, and Member of the Association shall be indemnified by the Association against all reasonable costs, expenses, and liabilities (including attorneys' fees) actually and necessarily incurred by or imposed upon him or her in connection with any claim, action, suit, proceeding, investigation, or inquiry of whatever nature in which he or she may be involved as a party or otherwise by reason of his or her having been an officer or Member of the Association whether or not they continue to be a Director, officer, or Member of the Association at the time of incurring the cost, expense, or liability. This provision shall apply except in relation to matters as to which he or she shall be finally adjudged in any action, suit, proceeding, investigation, or inquiry to be liable for willful misconduct or negligence towards the Association in the performance of his or her duties or, in the absence of a final adjudication, any determination of liability by the opinion of legal counsel selected by the Association. The foregoing right of indemnification shall be in addition, and not in limitation of, all rights to which every Director, officer, and Member of the Association may be entitled as a matter of law and shall inure to the benefit of their legal representatives.

ARTICLE VIII

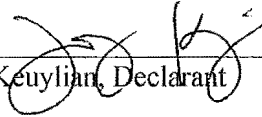
The Association may establish, from time to time, the fiscal year of the Association.

ARTICLE IX

Section 1. The Association may amend these Bylaws in a duly constituted meeting for such purpose. No amendment shall take effect unless approved by Unit Owners collectively possessing seventy-five percent (75%) of the Voting Percentages declared in the Declaration and until a copy of the Bylaws, as amended and certified by the presiding officer and Secretary of the Association, is recorded in the office of the Clerk and Recorder of Flathead County, Montana provided, however, that the contents of these Bylaws shall always contain those particulars which are required to be contained herein by the Montana Unit Ownership Act, Title 70, Chapter 23, Montana Code Annotated.

Section 2. These Bylaws shall be construed, if necessary, to be consistent with the provisions of the Montana Unit Ownership Act and any amendment or revision to the Montana Unit Ownership Act, or any law that replaces, in whole or in part, the Montana Unit Ownership Act.

IN WITNESS WHEREOF, Declarant of the **DECLARATION FOR EMERALD CONDOMINIUM**
has executed and certified and adopted these bylaws as of the 23rd day of January, 2019.



Joy Keuylian, Declarant