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Jeff Martin Clerk & Recorder, Yellowstone MT

After recording, return to:
Crist, Krogh, Alke & Nord, PLLC
2708 First Avenue North, Suite 300
Billings, MT 59106

PARK AND IRRIGATION COVENANTS
of
WEST MEADOWS HOMEOWNERS ASSOCIATION, INC.

These Covenants adopted this 4TH day of MAY, 2021, by **West Meadows Homeowners Association, Inc.**, Billings, Yellowstone County, Montana (hereinafter referred as the "Association").

WITNESSETH:

WHEREAS, the Association has been established for the benefit of all of the owners of the lots in West Meadows, First and Second Filings as further described on Exhibit A hereto to operate and maintain an irrigation system along with the park (collectively, the "Amenities") set forth on the map attached as Exhibit B hereto: and

WHEREAS, the Association desires to set forth the rights and responsibilities of the Association and its members with respect to the Amenities.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements, promises and covenants contained herein, the Association states as follows:

ARTICLE I
PERSONS BOUND BY THE COVENANTS

All persons, corporations, partnerships, associations, or other entitles who shall hereafter acquired any interest in and to the real estate described herein, or any part thereof, shall be taken and held to agree and covenant with the owners of the lots and with their heirs, devisees, trustees and assigns, to conform to and observe the following Covenants and restrictions as to the use thereof, and the construction of residences and improvements thereon.

ARTICLE II
REAL ESTATE TO WHICH COVENANTS APPLY

These Covenants shall apply to all the property described on Exhibit A hereto (hereafter, the "Subdivision"). These Covenants run with the land.

ARTICLE III
IRRIGATION SYSTEM

1. The irrigation system (the "System") for the Subdivision has or will be installed to deliver the water from the irrigation ditch (hereafter, the "Ditch") known as the Cove Ditch, formally known as Cove Irrigation Company, under an agreement with the Cove Ditch.

2. The Association will be responsible for the spring start up and fall shut down of the System.

3. The Association will be responsible to maintain, repair and replace certain elements of the System as follows: a) the master pipe system from the Ditch; b) the ponds which will hold the water that comes from the Ditch and then distributed to the individual lots within the Subdivision; c) the fences installed for safety; d) the pumps and related equipment in the ponds for the distribution of the irrigation water; e) the lining of the ponds; and, f) removal of trash from the ponds.

4. Individual lot owners in the Association shall be responsible for the irrigation lines within the boundaries of their properties.

ARTICLE IV
THE SUBDIVISION PARK

1. The Association will be responsible for certain aspects of the park shown on Exhibit B hereto (the "Park"). In specific, the Association will be responsible for: a) irrigating the Park; b) moving the Park and maintaining weed control; and, c) removal of trash from the Park.

ARTICLE V
PROHIBITIONS

1. None of the above-described Amenities shall at any time be used for purposes of any trade or for any commercial activity of any description.

2. No noxious or offensive activities shall be carried on in the Park, nor shall anything be done thereon which may become an annoyance or a nuisance to the neighborhood.

3. Pets and any other animals shall not interfere with the Amenities and the use and enjoyment thereof by the Association and its members. Each Association member shall be responsible for cleaning up after any pet of that member and shall be responsible for maintaining control over the member's pets.

4. No littering shall be allowed in the Park. Each Association member is responsible for picking up his or her litter.

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5. The Association, through its Board of Directors, may establish additional rules and regulations regarding the Amenities.

ARTICLE VI
THE OWNERS' ASSOCIATION

1. **Formation and Purpose.** Wineridge, Inc., the Declarant of the Subdivision has created the Association for the operation and maintenance of the Amenities. All owners of property within Subdivision shall be members of the Association. Lot Owners may not sell or transfer their membership interest in the Homeowner's Association. Membership is appurtenant to and may not be separated from the ownership of the property. Membership shall pass with title to each subsequent owner of property within the Subdivision.

2. **Duties.** The Association shall be responsible for the following:

(a) Funding the duties and responsibilities of the Association set forth in this document.

(b) Paying the annual dues and fees to the Cove Ditch.

(c) Undertaking such other duties and responsibilities as the Board of Directors of the Association or the members of the Association may determine from time to time.

(d) Purchasing insurance for the Association;

(e) Sending out an annual financial statement and bill to the owners' of each Lot for collection of assessments.

(f) Doing all things necessary and proper for the good of the Association or the Subdivision.

3. **Common Area Expenses**. The Association shall collect assessments from the members of the Association for the operation of the Association and the funding of its duties described herein (the "Common Area Expenses"). The Association, through its Board of Directors, may also impose fines for violations of the Prohibitions set forth above.

4. **Pro Rata Payments**. Each property owner in the Subdivision shall pay a pro rata share of the Common Area Expenses as provided herein above. Each property owner's share shall be based upon the number of lots owned by the property owner divided by the number of lots in the Subdivision.

5. **Assessment Notice**. Each year, the Association shall send out a financial statement, explaining the Common Area Expenses, to the owner of each lot. Along with the financial statement shall be an assessment invoice (the "Invoice") to each owner setting forth that owner's pro rata share of the Common Area Expenses. Payment of the Invoice shall be due within thirty (30) days of mailing. If the Invoice is not paid within such thirty (30) day period,

the Association shall be entitled to collect interest on the unpaid Invoice at the rate of twelve percent (12%) per annum, plus legal fees and costs.

6. **Lien for Assessments and Fines.** If the owner of any lot fails to pay the Invoice, or any fine imposed hereunder, the Association shall be entitled to a lien against the lot owner's property for the amount of any assessment and/or fine, plus interest, as well as any attorney's fees and costs that the Association may incur in collecting the amount claimed. The Bylaws of the Association may set forth additional provisions concerning assessments and/or fines and the collection thereof.

ARTICLE VII
ENFORCEMENT

1. **Enforcement.** The conditions, covenants, and restrictions contained herein shall run with the land, and be binding upon and inure to the benefit of the parties hereto and the owners of property within the Subdivision. The conditions, covenants, and restrictions may be enforced by the Board of Directors of the Association.

2. **Injunctive Relief; Other Remedies**. In addition to any other remedies provided by law, in the event of any violation or threatened violation by any owner, lessee or occupant of any portion of the Subdivision of any of the terms, covenants and conditions of these Covenants, the Association shall have the right to judicially enjoin such violation or threatened violation. The unsuccessful party in any such action shall pay to the prevailing party a reasonable sum for costs and fees of such action, including attorney's fees.

3. **Limitation on Enforcement**. These Covenants are for the benefit of the Association and its members. No other person or entity shall be entitled to claim a breach of these Covenants or to enforce these Covenants, judicially or otherwise.

4. **No Waiver**. No delay or omission of any party to the exercise of any right accruing upon any default of any other party shall impair any such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any party of a breach of, or a default in, any of the terms and conditions of these Covenants shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of these Covenants.

5. **Non-Terminable Declaration**. It is expressly agreed that no breach of the provisions of these Covenants shall entitle any party to cancel, rescind or otherwise terminate these Covenants; but such limitation shall not affect, in any manner, any other rights or remedies which any party may have hereunder by reason of any breach of the provisions of these Covenants. No breach of the provisions of these Covenants shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value covering any part of the Subdivision, and any improvements thereon. The provisions of these Covenants shall be binding upon and effective against any owner of the Subdivision, or any portion thereof, whose title is acquired by foreclosure or trustee's sale or any grantee by deed in lieu of foreclosure or trustee's sale.

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ARTICLE VIII
GENERAL PROVISIONS

1. **Neutral Interpretation.** The Association hereby states that these Covenants shall be construed using neutral interpretation, and that this agreement shall not be construed in favor of any party or against any party.

2. **Amendment, Modification, and Termination.** These Covenants may be amended, modified, or terminated at anytime by a vote of sixty percent (60%) of the lot owners in the Subdivision.

3. **Notices.** All notices or demands required to be given hereunder shall be in writing and shall be served either personally or by registered or certified mail. Service by registered or certified mail shall be conclusively deemed made three (3) days after deposit thereof in the United States Mail, postage prepaid, addressed to the party to whom service is to be given, as hereinafter provided, and the issuance of the registry or certification receipt therefore.

4. **Waiver.** Failure of the Association to notify any owner of property within the Subdivision of a default in the manner provided in these Covenants shall not be deemed a waiver of any rights which the Association may otherwise have at law or in equity.

5. **Governing Law.** These Covenants shall be governed by and construed in accordance with the laws of the State of Montana.

6. **Renewal of Covenants.** These Covenants and restrictions shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these Covenants and restrictions are recorded, after which time said Covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by at least eighty percent (80%) of the owners of Lots in the Subdivision has been recorded, agreeing to change said Covenants and restrictions in whole or in part.

7. **Severability.** Should any provision of these Covenants be or become invalid, void, illegal or unenforceable, it shall be considered separate and severable from these Covenants, and the remaining provisions shall remain in force and be binding as though such invalid, void, illegal or unenforceable provision had not been included.

NOTICE

THESE COVENANTS SHALL SERVE AS NOTICE TO ALL THIRD PARTIES, INCLUDING THOSE PURCHASING OR ACQUIRING AN INTEREST IN ANY OF THE PROPERTY WITHIN THE SUBDIVISION, OF THE EXPRESS COVENANTS, CONDITIONS, AND RESTRICTIONS PLACED UPON THE PROPERTY WITHIN THE SUBDIVISION, AND SHALL FURTHER SERVE AS NOTICE THAT, SHOULD THE TERMS OF THESE COVENANTS BE VIOLATED, THE ASSOCIATION MAY ENFORCE ANY AND ALL LEGAL RIGHTS AND REMEDIES SPECIFIED HEREIN AND PROVIDED BY LAW AND EQUITY.

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IN WITNESS WHEREOF, the Declarant has executed these Covenants the day and year first written above.

West Meadows Homeowners Association, Inc.

By _____
Its President

STATE OF MONTANA)
: ss
County of Yellowstone)

On this 4TH day of MAY, 2021, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Jerry Krushensky, known to me to be the President of West Meadows Homeowners Association, Inc., the company executing the within instrument, and acknowledged to me that he/she executed the within instrument on behalf of said company, having first been authorized to do so.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first above written.

_____
Printed Name: AARON M REDLAND
Notary Public, State of Montana
Residing at BILLINGS, MT
My commission expires: DEC. 20, 2024

(SEAL)

AARON M. REDLAND
NOTARY PUBLIC for the
State of Montana
Residing at Billings,
Montana
My Commission Expires
December 20, 2024

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WEST MEADOWS SUBDIVISION 1ST AND 2ND FILINGS

HOA

OPERATING AND MAINTAINING THE IRRIGATION SYSTEM

LEGAL DESCRIPTION

West Meadows Subdivision 1st Filing

Lot 8,	Block 4	
Lots 1, 2	Block 6	
Los 1-4	Block 7	
Lots 5-7,8A,9A, and 10-12	Block 8	

West Meadows Subdivision 2nd filing

Lots 1-5	Block 1	
Lots 1-14	Block 2	
Lots 1-4	Block 3	
Lots 1-4	Block 4	
Lots 1-6	Block 5	
Lots 1-3	Block 6	
Lots 1-6	Block 7	
Lots 1-3	Block 8	
Lot 1	Block 9	second pond