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02/09/2024 03:01 PM Page 1 of 2 Fees: $26.00
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Jeff Martin, Clerk & Recorder

# PARTY WALL AGREEMENT FOR

# TRAILRIDGE TOWNHOMES

**********

The undersigned, being the authorized representatives of **TRAILRIDGE TOWNHOMES** located on the following described real property in Yellowstone County, Montana, hereby establishes and declares that the following party wall restrictions shall be applicable to said townhomes and the real property on which they are located:

> Being Lot 2, Block 2 of Ridgeline Subdivision, according to the plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana, under Document No. 4050464.

1. **General Rules of Law to Apply.** Each wall which is built as part of the original construction of Trailridge Townhomes and which is shared by two townhomes shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Agreement, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

2. **Sharing of Repair and Maintenance.** The cost of reasonable repair and maintenance of a party wall shall be shared by the owners of the townhomes who make use of the wall in proportion to such use.

3. **Destruction by Fire or Other Casualty.** If a party wall is destroyed or damaged by fire or other casualty, the Association shall restore it using proceeds of the insurance, without prejudice, however, to the right of any owner or the Association to maintain an action against another owner under any rule of law regarding liability for negligent or willful acts or omissions and subject to the right of all owners to determine not to repair or restore the party wall with consent of the holders of any mortgage or trust indenture on any townhome.

4. **Weatherproofing.** Notwithstanding any other provision of this Agreement, an owner who may by his negligence or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

5. **Provisions of this Agreement Run With the Land.** The covenants, provisions and restrictions contained herein shall be appurtenant to the land and shall pass to such owner's successors in title and all parties and persons claiming under them.

6. **Arbitration.** In the event of any dispute arising concerning a party wall, or under the provisions of this Agreement, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

DATED this 29th day of January, 2024.

**TRAILRIDGE TOWNHOMES HOMEOWNERS ASSOCIATION**

By: _____
CONNOR BOKMA, Secretary

By: Kelly Coleman
KELLY COLEMAN, President

STATE OF MONTANA )
: ss
County of Yellowstone )

This instrument was acknowledged before me on the 29th day of January, 2024, by CONNOR BOKMA, known to me to be the Secretary of TRAILRIDGE TOWNHOMES HOMEOWNERS ASSOCIATION, and by KELLY COLEMAN, known to me to be the President of TRAILRIDGE TOWNHOMES HOMEOWNERS ASSOCIATION.

SHAUNA L OTTMAN
NOTARY PUBLIC FOR THE
STATE OF MONTANA
RESIDING AT BILLINGS, MONTANA
MY COMMISSION EXPIRES
JULY 06, 2026

(NOTARY SEAL)

Shauna L Ottman