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JODY WALKER, Clk & Rcdr By *Kelly Knight*  
Return To: VICEVICH LAW PC 3738 HARRISON AVE  
BUTTE MT 59701



**DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS  
OF BEAUMONT PLACE SUBDIVISION**

WHEREAS, BEAUMONT PLACE DEVELOPMENT, LLC, a Montana limited liability company, hereinafter referred to as "Declarant" is the owner of real property known as BEAUMONT PLACE SUBDIVISION, herein referred to as the "Premises", and the Premises shall be approved as a Subdivision with designated residential and commercial units and residential and commercial subdivided lots; and

WHEREAS, the Declarant has deemed it desirable to create an association to which will be delegated and assigned the powers of maintaining, administering, and enforcing the covenants, conditions, and restrictions hereinafter created.

NOW, THEREFORE, the Declarant hereby makes, declares, and imposes the following limitations, restrictions, regulations, and uses upon and of such real property as restrictive and protective covenants running with the land and binding upon all present and future owners of any part of such real property hereinafter called "Property Owners", and further declare that each residential unit and/or lot within the Premises is and shall be held, transferred, sold, conveyed and hereinafter, set forth, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Premises.

**ARTICLE I  
REAL PROPERTY**

**Section 1. EXISTING PROPERTY:** The Premises, which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration, is located in Deer Lodge, Powell County, Montana, and is more particularly described as the Beaumont Place Subdivision.

**ARTICLE II  
HOMEOWNERS ASSOCIATION; MEMBERSHIP AND VOTING RIGHTS**

**Section 1. ESTABLISHMENT OF ASSOCIATION:** Said Property Owners shall establish a Homeowners' Association to be known as Beaumont Place Homeowners Association, hereinafter called the "Association" or "HOA", the voting members of which Association shall be the Property Owners of record or purchasers under contract for deed of lands in any portion of the Premises designated as the Beaumont Place Subdivision.

**Section 2. MEMBERSHIP:** Every Property Owner shall be a member of the Association, provided that:

1. The Dedicated Lot has voting rights under Section 3 of this Article; and
2. Any person or entity that is merely holding an interest in a Dedicated Lot as security for the performance of an obligation shall not be a member of the Association.

**Section 3. VOTING RIGHTS:** Property Owners shall be entitled to one (1) vote for each Residential Unit or Dedicated Lot in which it holds the interest required for membership.

**Section 4. BYLAWS:** The business and affairs of the Association shall be governed by Bylaws to be adopted by or on behalf of the Association in accordance with Montana state law.

**Section 5. HOA Board:** Beaumont Place Development, LLC is the initial leader and sole member of the Homeowner Association board and is responsible for establishing the Bylaws of the HOA on or before 52 lots of the subdivision have completed vertical structures.

### **ARTICLE III** **PARKS, OPEN SPACES, AND COMMON AREAS**

**Section 1. USE OF OPEN SPACE AND COMMON AREA:** No Property Owner shall have the right to occupy or possess any of the open space and common area by reason of owning a lot in Beaumont Place Subdivision.

**Section 2. ACTIVE PARKS:** All Parks shall be maintained by the City of Deer Lodge.

**Section 3. SIDEWALKS:** Sidewalks providing pedestrian access to and from residential areas and parks are intended for passive pedestrian use and, at the discretion of the Association, be maintained by the Association. No motorcycles, snowmobiles or similar means of transportation are permitted.

**Section 4. PARK TRAILS:** Park trails shall be maintained by the City of Deer Lodge. No motorcycles, snowmobiles or similar means of transportation are permitted. Motorized vehicles are allowed exclusively for snow removal.

**Section 5. MANDATORY REQUIREMENTS:** The Open Space within Beaumont Place as designated on a final plat or approved PUD site plan shall be preserved in perpetuity.

The City of Deer Lodge is responsible for liability insurance, local taxes and maintenance of recreation and other facilities in the Open Space areas. The HOA Board, among its other duties, can only establish assessments for maintenance of easements, roads, and sidewalks. The Board may, in its discretion, adjust the assessments to meet the changing needs of the community and the areas serving the community.

**Section 6. NUISANCE:** No Owner, guest or invitee may use or occupy the common area, trails, roads, open space, parking areas or any lot in such a manner as to disturb or interfere with the peaceful use, occupancy or enjoyment of any other owner, guest or invitee of Beaumont Place. Violations shall be enforced as provided for in Article IX of these Covenants.

**Section 7. CONTROL AND MANAGEMENT:** The City of Deer Lodge has the exclusive right and obligation to manage, control and maintain the Parks. Every lot owner shall be responsible for maintenance of any sidewalks located on, adjacent to and between the owner's lot

and the nearest right-of-way. Maintenance shall include, but not be limited to snow and ice removal.

#### **ARTICLE IV**

#### **BEAUMONT PLACE ARCHITECTURAL DESIGN REVIEW COMMITTEE**

##### **Section 1. FUNCTION OF THE ARCHITECTURAL DESIGN REVIEW**

**COMMITTEE:** There is hereby established an Architectural Design Review Committee ("ADRC"). The function and purpose of the ADRC is to encourage the architectural harmony of the Beaumont Place Subdivision. The developer and all Property Owners are bound by regulations defined in the Beaumont Place Covenants, Conditions and Restrictions and the design review process. To that end, no structure shall be erected or altered until municipal, ADRC and any other required approvals have been obtained.

**Section 2. SCOPE OF RESPONSIBILITIES:** The ADRC has the right to exercise control over all construction in the Beaumont Place Subdivision. It will also review all homeowner's alterations and modifications to existing structures (including but not limited to exterior walls, painting, renovations, landscaping, fences, outbuildings, and sheds).

**Section 3. ENFORCEMENT POWERS:** Should a violation occur, the ADRC has the right to an injunctive relief, which requires the owner to stop, remove, and/or alter any improvements in a manner that complies with the standards established by the ADRC. Approval by the ADRC does not relieve an owner of his/her obligation to obtain any government approvals. If such approvals are required and are not obtained by the owner, the ADRC and/or the applicable government agency may take whatever actions are necessary against the owner to force compliance.

**Section 4. PRIOR APPROVED PLANS:** Original subdivision structure plans are partially approved and require color scheme review by the ADRC for construction approval. These plans include: 1) The Village Townhomes, 2) The Loft Townhomes, 3) The Barn Townhome, 4) The Cottage Single Family Homes, and 5) The Estates Single Family Homes.

#### **ARTICLE V**

#### **RESTRICTIONS AND COVENANTS; DESIGN REGULATIONS**

**Section 1. PURPOSE:** In order to develop the architecture in Beaumont Place with a variety of design styles and to maintain a cohesive design nature throughout the Neighborhood, these restrictions, covenants, and design regulations allow for a broad range of design freedom. Beaumont Place has standard floor plans with varying elevations and allows for custom homes at or above 1,250 square feet but not to exceed 5,000 square feet of livable space per unit.

These regulations are provided to assist architects in designing residences that are unique in nature yet anchored in the fundamentals of architectural design composition, scale, massing, and form. Creative architectural design is strongly encouraged. Designs that reflect a modern interpretation of historic styles will be positively considered by the ADRC. Creating a new vision for small and medium scale residential structures will add to the success of the project.

Custom designs that have been approved on prior applications cannot be re-used without modifications to the roof lines and other architectural elements to aid in creating a unique and diverse neighborhood character, unless otherwise approved by the ADRC.

Although it is not a requirement, it is suggested that each homeowner consult with a local Architect for assistance and/or guidance in developing the designs of their residences. The design standards for this development are a high priority, not only for the developer, but to those that choose to live in this development as well. Therefore, these design guidelines will be strictly enforced. Professional assistance in the preparation of the designs and construction documents will aid in a smooth design review and approval process. Additionally, environmentally sensitive design is encouraged. Designs that depart from these architectural guidelines in order to better accommodate energy efficient designs such as photovoltaic materials, solar accommodations, drought tolerant landscaping, specialty insulation-siding materials and products or any other energy efficient design directions will be given special consideration and specifically reviewed and approved or denied based on design merit.

**Section 2. INTRODUCTION:** All structures must adhere to the “modern farmhouse” style, or similar, of architecture and conform to the Exterior Material Design Standards in Exhibit B or as otherwise approved by the ADRC. Within Beaumont Place, there are four Areas with specific guidelines. Refer to the subdivision plat and Exhibit A of these Covenants for the specific boundaries of each area. By design, each area is intended to have specific unique characteristics in order to best accommodate its geographic location within the Subdivision as well as its functionality, views, parks, trails and adjacencies. These covenants are organized in such a way so as to provide requirements that are specific to all Areas on a general level, and then succeeding these general guidelines, are guidelines that more specifically address the requirements of each individual Area. In the event of a conflict or contradiction between the General Architectural Covenants and the Area Specific Covenants, the more stringent will apply and be decided upon by the Architectural Design Review Committee.

Before beginning the design process, the Property Owner should read and fully understand the specific requirements for the design and construction of the residences within each area. Every design must be reviewed and approved by the ADRC. Initially, the ADRC is the Declarant. With time, management and operation of the ADRC will transition to the Association.

The ADRC will issue a letter of approval and stamp the approved set of construction documents prior to the initiation of any construction. It is the intention of this Architectural Review process to help maintain the highest level of quality for the Development in order to protect the investment of each Property Owner who chooses to reside in Beaumont Place.

**Section 3. LOT VACANCY:** Purchased lots must not remain without construction of residence(s) for greater than twelve (12) months unless otherwise approved in writing by the Association.

#### **Section 4. BASIC ELEMENTS FOR ALL AREAS:**

A. FOUNDATIONS: The foundation of each residence, both visually and structurally connects the building with the ground. Foundation walls shall be exposed no less than eight

inches (8") and no more than eighteen inches (18") above the ground unless they are integrated into the wall of the house as an architectural element. Concrete foundations exposed more than eighteen inches (18") above grade must have an architectural finish (texture, pattern and/or color) that presents a cohesive composition with the architecture of the residence as a whole. Exposed foundation walls shall be built of smooth-finished cast in place concrete or as approved by the ADRC, board formed concrete. Colored concrete that is through-colored is acceptable. Note: All foundation designs must be reviewed by a civil engineer prior to submitting plans for a construction permit.

**B. MIDDLE ELEMENTS:** The Middle Element is that area of the building located between the Foundation and the Roof Element. This element must be composed to create balanced compositions using various siding patterns, colors and texture. Windows must be placed in such a way as to balance architecturally within these compositions. Windows shall not be less than 10% of the wall area, measured on each elevation. Elevation calculations shall include exterior window trim. Windows shall be placed such that: A window unit is no closer to a corner than  $\frac{1}{2}$  the width of the window unit. For multiple attached window units, the space between groups shall be no less than a single window unit width.

**C. OPENINGS:** Windows shall be made of painted or solid stained wood, clad in vinyl or metal, or be a higher-grade vinyl window package. Glass shall be clear and free of color. Buildings shall have all openings trimmed in wood bands of minimum 4" nominal width. Bay window projections shall be wide enough to accommodate 3 windows and extend to the foundation. Cantilevered bays are acceptable on structural brackets approved by the ADRC.

Front doors are to be made of solid wood or steel. Traditional sliding glass doors may only be used in backyard locations. Garage doors shall be plain or patterned and shall be built of wood, steel, or fiberglass with a wood veneer. Windows are acceptable. For street front vehicular access to be utilized, it must be approved by the ADRC. By standard, it is encouraged that garage doors do not face the street. Any garage door that faces the street shall be, or appear to be, separated for each vehicle and will be designed with an articulated pattern, unless approved for design merit.

Single arched openings shall be permitted only above the main entry door and or at each main gable.

**D. ROOF ELEMENT:** Pitched roofs shall be clad with asphalt shingles with materials and complimenting color approved by the ADRC. Metal roofs are acceptable but must be specifically approved by the ADRC. The principal roof shall be a symmetrical hip or gable form with a pitch between 6:12 and 12:12. Alternative roof pitches will be reviewed and approved or denied based on design merit. Flat roofs comprising less than 30% of the total roof area are permitted on all buildings based on design merit. Flat roofs used as balconies on street facades shall be enclosed with solid railings and integrated with the design. Ridge line and fascia continuous length dimensions shall not exceed 30' for single family garages and 50' for single family residences without a 4' minimum dimensional break. Skylights shall be flat in profile (no bubbles or domes). Skylights and solar panels shall be applied parallel and flat to the roof and are not to be on any roof parallel to the street or shall be appropriately placed and will be reviewed and

approved or denied based on design merit. Roof protrusions other than chimneys shall not be placed on a roof facing a street or public space.

E. DORMERS: A dormer width shall be at least wide enough to accommodate one window. Shed dormers shall have a pitch of at least 3:12. Hip dormers shall have the same pitch as the main roof volume. Eyebrow dormers are permitted.

F. EAVES: Overhanging eave depth shall be no less than 18", except in the case of eaves overhanging gable ends, which must protrude at least 12" (and at least 12" on accessory structures unless otherwise approved.) The eave may be encroached by a bay window or windows for no more than half of the running length of each façade, cumulatively. Fascia detail must have a minimum dimension of 7" unless otherwise approved for design merit.

G. SOFFITS: Soffits may be horizontal closed or rafter tail closed or exposed rafter tail, depending on the design of the building. Closed soffits shall be of material other than vinyl. Aluminum and steel soffits are strongly discouraged.

H. GUTTERS: Gutters shall be built of copper or painted metal of a color and finish that blends with the finish color scheme. Gutters shall be half-round or rectangular and downspouts shall be circular or rectangular.

**Section 5. CHIMNEYS/ROOF VENTS:** Chimneys shall be constructed of stone, brick or stucco or framed and sided using accent style siding and color. Chimneys shall be at least 30" x 30". Prefabricated metal flues shall be concealed within a chimney. Chimney caps may extend no more than 16" above the chimney top. It is strongly encouraged that chimneys emerge from the highest roof volume. All roof-mounted equipment shall be integrated into overall design and screened. Vents projecting from the roof shall be painted to match overall roof material color. Rooftop vents shall not face a public street. Any vent larger than 6" shall have a chimney on it.

**Section 6. WALLS AND FACADES:** All facades of a building shall be made of similar materials and be similarly detailed. Facades should appear to have heavier materials on the bottom and lighter materials above (i.e., concrete and masonry shall be below wood). Building walls shall be clad in smooth cut cedar shingles, wood clapboard, wood drop siding, wood board and batten, cement board siding, brick or stone. Vertical or horizontally applied painted corrugated metal used in conjunction with at least one other approved siding type is acceptable based on design merit and approved by the ADRC. Detail amounts of Galv-alum corrugated metal siding is acceptable if presented as an integrated element of the whole of the composition. Stucco or EIFS comprising less than 10% of a building facade with a smooth sandblasted finish, is also permitted upon ADRC approval based on design merit.

The color palette of the body of the house shall be presented to and approved by the ADRC based on the color scheme merit or historical precedent. All trim, frames, doors, and windows shall be in a compatible accent color. Color schemes must be varied from the two adjacent properties, in each direction. Exterior wood shall be painted or stained. Wood front doors need not be stained or painted and may be clear coat finished. Any style of lap siding shall be run horizontally, with the only exception being between windows in what may be shown to be an open band, where it may be run vertically. Maximum lap siding exposure is 5" (five inches)

unless approved otherwise for design merit. Brick surfaces shall be predominately a horizontally running bond pattern or stack bond pattern. Stone shall be set in an uncoursed pattern with a horizontal orientation. No boulder or river-rock stone patterns may be used on walls or building facades in a vertical nature.

**Section 7. PORCHES:** Front porches are required on residential structures except as specifically addressed otherwise in specific Area Design Covenants. Porch railings may be closed or open and constructed using the same material palette as the remainder of the project or of a complementary material type. Front stoops shall be made of brick, concrete, or stone. Wood may be used only when constructed to form an apparently solid mass. Main entry doors are to be composed with the porch design and/or recessed a minimum of 5' from the primary façade. Porch supports shall be stone, masonry or concrete piers no less than 16" x 16" square, or wood piers no less than 8" square. Column groupings must have an outer min. dimension of 10". Tapered columns may not be smaller than 7" x 7" at the top. Columns shall match or be similar in design on all elevations of a structure. The balustrade and the space below porches shall be closed and integrated into a closed band, interrupted as necessary for drainage. Exterior stairs visible from nearby streets or public spaces are encouraged to only show stepped horizontal walls, except that diagonal handrails may be attached thereto. Exceptions will be considered on design merit. Flower boxes and planters shall be made of materials integrated into a closed band. Front porches are intended to be open to allow for interaction with the street. Porch screens and glazing are not permitted.

**Section 8. DECKS:** Decks must face only rear yards. Decks may continue in side yards but may not extend more than 36" from the side yard-facing facade. Covered porches may wrap side yard facades when composed and integrated with overall design.

### **Section 9: LIGHTING:**

#### **A. DEFINITIONS:**

- Fully Shielded lights: Outdoor residential light fixtures shielded or constructed so that no light rays are emitted by the installed fixture at angles above the horizontal plane as certified by photometric testing.
- Indirect Light: Direct light that has been reflected or has scattered off to other surfaces.
- Glare: Light emitting from a luminaire with an intensity great enough to reduce a viewer's ability to see.

#### **B. IN GENERAL:**

All exterior residential lighting must be free of glare and shall be fully shielded or shall be indirect lighting and shall be reflected downward. No lighting shall shine beyond a property's lot line. Mercury vapor and high-pressure sodium lights are prohibited. All exterior residential lighting must be incandescent or compact fluorescent. Builder or Owner shall hardwire at least one light fixture on garages that abut alleyways. Smaller wattages for alley bulbs are encouraged. All exterior lighting of all lots shall be limited to maximum 60-watt bulbs and of such focus and intensity so as to not cause disturbance of adjacent lots.

Obtrusive flood lighting is prohibited. Yard lights cannot be erected in the Premises. Clear glass or exposed bulb (non-cutoff) fixtures are prohibited. Recessed or can lighting is encouraged for porches and main entrances for softer lighting effects. Clear glass fixtures (i.e. coach lantern style) are prohibited. Honey glass or amber glass panels are encouraged as an alternate. Wall wash lighting at front porches, rear decks or garages entrances is encouraged. Street addresses are required to be illuminated and approved by ADRC.

#### C. SPECIAL IMPROVEMENT DISTRICT:

A lighting Special Improvement District will be installed in the Premises by Northwestern Energy in conjunction with Powell County, Montana. Members of the Association will be assessed costs associated through this Special Improvement District.

**Section 10. YARDS:** Fences are required for a portion of the back and/or side yards. Plans and designs for specific partial yard fences must be submitted to the ADRC for review and approval on a case-by-case basis. All fence assemblies are required to be maintained for appearance and kept in working order. All dogs must be restrained in their yards. The installation and use of invisible electric wire fences is encouraged in front yards. Driveways shall be of concrete or built of brick or concrete pavers or asphalt. Maximum height of landscaping in required vehicle vision triangles is 30".

**Section 11. EASEMENTS:** There are reserved, as shown in the plat and as may otherwise be reserved, easements for the purposes of constructing, operating, maintaining, enlarging, reducing, removing, laying or relaying lines and related facilities and equipment for utilities, including, but not limited to, those providing gas, communication and electrical power. Fencing, hedges and other items allowed by the Covenants may be placed along and in the easements as long as the intended use of such easements are not prevented or inhibited.

**Section 12. BASEMENTS:** Full basements are allowed in Beaumont Place with appropriate geotechnical report. The required egress openings in full basements are to be located as necessary per all applicable approved Building Codes.

### **ARTICLE VI** **SITE DESIGN**

**Section 1. GENERAL GUIDELINES:** All building plans shall be submitted to the ADRC to confirm compliance with the standards below. Variances to the code may be granted on the basis of specific urban conditions. All building plans shall conform to the City of Deer Lodge Planning Department's requirements and the appropriate building codes.

A. **LOT COVERAGE:** Not more than fifty percent (50%) of the lot shall be occupied by the principal and accessory structures.

B. **ACCESSORY STRUCTURES:** The following uses are permitted either as attached to the main house or as an outbuilding: garage, workshop, artist studio, sauna, pool

house equipment enclosure, gazebo, and conservatory. Accessory Dwelling Units (ADU's) are permitted in specific Areas and must receive prior approval from ADRC.

The following conditions apply:

1. An additional off-street parking space must be provided.
2. Only one ADU may be created per lot. Home occupations in out buildings or the primary residences must receive prior approval from ADRC and adhere to the following requirements:
  - a. Business use shall be clearly incidental and secondary to the residential use of the lot. The business use shall be entirely inside a dwelling unit, garage or storage shed including any storage of material. The business use shall not occupy more than 400 square feet, total, of the residence, garage and storage shed combined. No non-resident employees shall be allowed, nor shall excessive traffic, noise or pollution generation be permitted. The business use does not constitute a nuisance to neighboring Property Owners. Cluster mailboxes will be provided in Beaumont Place as designated by the United States Postal Service. Street address will be posted on the fronts of the houses in 6" letters in locations that are illuminated and clearly visible from the street. Newspaper delivery boxes are prohibited and newspapers must be delivered to the front doors of the residences.
  - b. Homes must have a 2 car minimum garage. The maximum size of a detached garage shall be 750 square feet on the first floor and 550 square feet on the second floor. Second floor plans with integrated roof planes can exceed the maximum 550 square feet when approved based on design merit.
  - c. No Basement apartment or basement living units of any type are permitted.

C. BUILDING PLACEMENT: Buildings shall be located on lots relative to the following setbacks unless otherwise approved by the ADRC.

1. Front yard setbacks will be 15 feet.
2. Side yard setbacks will be 5 feet.
3. Rear yard setbacks will be 15 feet.

The front façade of the house must be built on the front yard setback line. The width of the house must occupy a minimum of 30% of the width of the lot measured between the side yard setback lines. Consideration will be given for a maximum of 5 feet of encroachment into the front yard setback, based on design merit. Buildings located on lots with curved property lines at the street may substitute for that line, a straight line, located at the average depth of the curved line segment fronting the building. Some specific lots may request deviations from this requirement. A 12-foot minimum distance shall separate outbuildings from the main house. For lots at the intersection of two streets, an unobstructed view triangle must be maintained for traffic visibility. To define the triangle, measure 110' (one hundred ten feet) from the center of the paved intersection along the centerline of each street. The triangle created by connecting the endpoints of these 2 lines creates the clear vision triangle.

D. PERMITTED ENCROACHMENTS: Front porches, steps, balconies, stoops, open porches, and covered walkways may encroach 5 feet into the front yard setback. Front facades with integrated porch design will be reviewed for the 5' encroachment based on design merit. On lots that have adjacency to public open space or park space at the rear of the property, encroachment into the rear 20' yard setbacks are permitted to be 10' maximum and will be reviewed and approved or denied based on design intent and design merit.

On street corner lots, porches and bay windows may not encroach into the street vision triangle.

Cantilevered bay or box windows are permitted to encroach 2'-0" into setbacks. The location of bay window projections in an encroachment area between two buildings must be approved by the ADRC and is subject to building code separation requirements.

E. PARKING: Private parking spaces shall be no less than 9 feet x 19 feet with access to a street. Trash containers shall be located adjacent to or within the parking area and shall be screened from public view. Two off-street parking spaces are required where net residential square footage is greater than eight hundred square feet. An additional off-street parking space is required for an auxiliary dwelling unit.

F. BUILDING HEIGHT: The first-floor elevations shall be a minimum of 18 inches and a maximum of 5 feet above the average fronting street elevations measured on the property line. Variances may be granted on a case-by-case basis. The intent is to create a defining edge and a street friendly appearance, with an open porch raised to enhance privacy. The maximum outbuilding height is 26' from average finished grade.

Buildings located on lots with curved property lines at the street may substitute for that line, a straight line, located at the averaged depth of the curved line segment fronting the building.

## **Section 2. NEIGHBORHOOD AREA SPECIFIC GUIDELINES:**

- South Apartments and Townhomes:
  - Shared driveways are acceptable.
  - The scale of the homes allowed in this Area will be Large, so detail will be critical to add texture and character to each structure.
  - Assessment Area A. Assessment to include common area landscape maintenance, lighting, snow plowing, and other to be determined services.
- South and East Mix Use Residential/Commercial
  - Maximum building height is 32'.
  - Shared driveways are acceptable.
  - Business signs no greater than 12"x18" are permitted.
  - Backyard 3 rail wood fences – 48" tall, only. Clear wood protectant permitted.
  - Perimeter (as specified) fence permitted for "The Barn" and commercial lots

- Assessment Area B. Assessment to include common area landscape maintenance, lighting, snow plowing, and other to be determined services.
- Single Family:
  - Maximum building height is 32'.
  - All residences are required to have covered front porches.
  - Shared driveways are acceptable.
  - Accessory Dwelling Units (ADU) are acceptable above detached garages or at ground level at the rear of the property with ADRC approval.
  - Unpainted or stained 6' treated wood privacy fence required, side yard corridor and surrounding backyard. Clear wood protectant permitted. Fences adjoining Johnson Creek park are permitted to taper to a three rail back fence running along Johnson Creek Park.
  - Must adhere to specified color schemes in Exhibit C or otherwise approved by the ADRC.
  - The scale of the homes allowed in this Area will be small to large, so detail will be critical to add texture and character to each structure.
  - Assessment Area C. Assessment to include lighting, and other to be determined services.
- Southeast Properties
  - The following blocks require ADRC review for potential residential /commercial structures. Block 1 Lot 8, Block 5 Lot 7, Block 5 Lot 8, Block 9 Lot 6, Block 4 Lot 5, Block 4 Lot 7
  - Assessment Area E. Assessment to include landscape maintenance, lighting, snow plowing, and other to be determined services.

All building plans shall be submitted to the ADRC to confirm compliance with the standards below. Variances to the code may be granted on the basis of specific urban conditions. All building plans shall conform to the State of Montana Building requirements.

A. BUILDING USE: As required by Deer Lodge Zoning Ordinance.

B. BUILDING PLACEMENT: Buildings shall be located on lots relative to the setbacks identified. Buildings shall be set on lots at 5 feet from property lines with pavement/sidewalk extending to building. Building street facades must occupy 90% of the lot frontage. On corner lots, building street façade must occupy a minimum 75% of the total lot frontage. Buildings at street corner lots shall clear a view triangle generated by connecting the two curb edges at a distance of 50 feet from their intersection if the street is an arterial and 40' if the street is a local or collector street.

C. PERMITTED ENCROACHMENTS: Paved yards are a mandatory encroachment beyond the build-to line. Balconies and roof eaves are permitted encroachments beyond the build-to line.

D. PARKING: Private parking spaces shall be no less than 9 feet x 19 feet with access to a street. Trash containers shall be located within the parking area and screened from public view. Parking shall conform to requirements of the City of Deer Lodge AND/OR Powell County, Montana.

E. BUILDING HEIGHT: Heights shall be measured relative to the fronting street elevation measured on the frontage line to the parapet or ridgeline. Maximum building height is 38'.

**Section 3. LANDSCAPING:** A landscaping plan shall be submitted to the ADRC prior to the completion of the home. Upon ADRC approval of the landscape plan the minimum landscaping must be completed within sixty (60) days after completion of the home. Homes completed in late fall and the winter months will have sixty (60) days for completion, beginning no later than the first day of May following completion. If a more complex plan is approved and more time is needed, a variance can be applied for from the ADRC.

Each site owner will be required to meet minimum landscape specifications consistent with the overall plan. These will include, but are not limited to: street trees, large canopy trees in specified yards, shrubs, mixed planting beds, turf lawns and in-ground irrigation systems. The Owner is encouraged to plant native species of grasses, shrubs and trees that are drought tolerant.

Planting of at least two (2) minimum 2" diameter caliber trees, one (1) front yard, one (1) rear yard and at least two appropriately sized planting beds at the house perimeter containing mixed shrubs is required. Variances will be granted based on design merit and individual lot conditions.

All properties are required to have full in-ground landscape irrigation systems that connect to the city water supply system.

Planting beds shall have a top layer of mulch or earth tone stone (non-white). Deciduous trees must be planted a minimum of 20 feet from the eaves. Xeriscape landscape design is encouraged but must be designed and specified by a licensed landscape designer qualified and experienced in xeriscape design and implementation guidelines.

For purposes of this Article, the following terms shall have the following meanings:

- "Front Yard": The areas from the setback line to the property line and from side lot line to side lot line.
- "Side Yard Corridor": The area from the side of the house to the side lot line, less front yard and rear yard.
- "Rear Yard": The area from the back of the structure extending to the rear property line.

It is the responsibility of the Owner to contact the appropriate utility companies before digging.

**ARTICLE VII**  
**PROPERTY USE**

No hunting of, shooting at or harassing of birds, animals or any wildlife will be permitted. Skunks, gophers and rodents may be trapped; however, poison may not be used.

No livestock, poultry or other animals, except dogs, cats or small in-house pets, are permitted on the properties excluding Block 1 Lot 7, Block 1 Lot 8, and Block 5 Lot 8.

All dogs, cats and other pets shall be strictly controlled by their owners so as not to annoy or interfere with the use of the properties by the other owners and to prevent any interference or harassment of wild birds or animals in the subdivision or on surrounding or adjacent properties. Dogs and cats shall be kept on the owner's property and shall not be allowed to roam free.

Subdivision sewer and water lines, power, natural gas, and internet primary service lines are provided to each lot. However, each lot owner is responsible for the costs of connecting to the main utility lines to his or her improvements from the primary line near his or her lot, including any additions to the primary line that may be required by location of the improvements on the lot. All utility lines shall be underground.

No signs shall be erected on the property or lot thereof, except to identify the owner of the property. "For Sale" signs shall be allowed upon the lot being sold. A sign may be placed at the entrance(s) to the subdivision to identify the subdivision and/or neighborhood.

If applicable zoning laws or regulations now or hereafter requires a greater setback or contains other more restrictive provisions regarding the placement of buildings, such zoning laws or regulations shall control as if incorporated herein.

Any lot may be subject to the declarations of a condominium property formed and filed. The additional restrictions and requirements of any such form condominium do not, in any way, relieve the lot or owner from compliance with all restrictive covenants stated herein.

All zoning, land use regulations and all other laws, rules and regulations of any government or agency under whose jurisdiction the land lies are considered to be part of these Covenants and enforceable hereunder; and all of the owners of said lands shall be bound by such laws, rules and regulations. In the event there is a conflict between the Covenants and the applicable zoning, the most restrictive provision of either the Covenants or the zoning shall control.

There are reserved, as shown in the plat and as may otherwise be reserved, easements for the purposes of constructing, operating, maintaining, enlarging, reducing, removing, laying or relaying lines and related facilities and equipment for utilities, including, but not limited to, those providing gas, communication and electrical power.

## **ARTICLE VIII** **NUISANCE**

**Section 1. ANIMALS AND PETS:** A combined total of three (3) dogs, cats, or other household pets may be kept on each Dedicated Lot. No farm animals, such as horses, cattle, sheep, goats, swine, llamas, or fowl are permitted. No wildlife or domesticated exotic animals shall be permitted. Birds, fish or other small animals maintained totally within the home are allowed. Pets must be controlled in such a manner as not to trespass upon the privacy rights of others and to prevent being a nuisance in the neighborhood. Frequent barking is considered a nuisance.

**Section 2. GARBAGE:** There shall be no incineration or burning of garbage, trash or other waste or debris on, or coming from any lot except as allowed during the construction of a residence on an individual lot. In the case of construction burning, a construction burning permit must be procured from the City of Deer Lodge prior to any burning of construction debris. No junk, garbage, trash, equipment, nonworking or out of use vehicles, parts, metals, lumber, debris or other waste shall be allowed to accumulate on any lot or originate from any lot during construction. Garbage containers shall be kept in the garage or other enclosures except on garbage pick-up day. Such maintenance shall include, but not be limited to, picking up and appropriately disposing of debris and garbage, mowing and trimming of the alley right-of way. In the event an owner shall not control waste on or coming from their property, the Association, after ten days written notice to an owner to control the same, may cause the waste to be controlled or collected, and may assess the lot owner for the costs thereof.

Construction materials shall not at any time prior to, during, or after construction be placed or stored in the street rights-of-way or Common Areas. All construction materials shall be removed from the entire Lot within thirty (30) days of substantial completion of construction. Construction sites shall be kept clean, neat and well organized at all times.

Any construction debris shall be the responsibility of the Building Contractor and Owner and shall be maintained and properly stored on a daily basis. All debris blown from any Lot under construction shall be immediately cleaned and removed by the Lot Owner sourcing the debris. Under no circumstances shall construction debris, mud, dirt, gravel, lumber, garbage, waste, or other inappropriate materials be allowed to accumulate on, or be stored upon or within Common Areas or street rights-of-way at any time. Beaumont Place ADRC reserves the right to fine negligent parties up to five hundred dollars (\$500.00) for construction debris per infraction cited and noticed by Property Manager and failure to abide by the contract terms in the design approval letter.

**Section 3. POLICY:** The policy of enhancing and protecting the value, desirability, and attractiveness of the Premises as a peaceful and highly desirable subdivision is hereby stated. To assist in protecting the environment and to help maintain the peaceful setting, noise and activities that create noise shall be restricted to preclude disturbance of the neighborhood. The operation of motorcycles and snowmobiles is strictly prohibited on the Premises.

**Section 4. SANITARY:** Property Owners of each Dedicated Lot shall comply with all governing laws and regulations relating to water supply, sewage disposal, air pollution, and other sanitary requirements.

**Section 5. NOXIOUS WEED CONTROL:** The Property Owner of each lot shall control the weeds and all noxious plants on their lot (built on or unbuilt); *provided, however*, that the Property Owner shall not use spray or killing materials in such a way as to be harmful to humans or animals or to the other owners' vegetation.

In the event a Property Owner shall not control the weeds and noxious plants, the Association, after ten days' written notice to a Property Owner to control the same, may cause the weeds or noxious plants to be controlled, and may assess the lot owner for the costs thereof.

If construction does not commence on a lot within twelve (6) months, the lot must be seeded to xeriscape grasses and/or plants and maintained.

**Section 6. OFFENSIVE ACTIVITY:**

- No noxious odors or offensive activities will take place upon any portion of the Premises, including activities, which may be, or may become an annoyance to the neighborhood.
- No burning of trash or leaves is allowed on the Property.
- No firearms may be discharged in or around the Premises.
- No feeding of wildlife is allowed in or around the Premises. It is acknowledged that wildlife may visit the Premises and may cause damage to landscaping. Property Owners accept liability for this situation and will not file claims against the Association or other governing bodies for any damage that may occur.

**ARTICLE IX  
CONSTRUCTION**

**Section 1. CONSTRUCTION CONTRACTOR:** All Property Owners initiating construction of such Property Owner's Residential Unit and/or Dedicated Lot, or that are otherwise required under this Declaration to initiate such construction must use the Beaumont Place Development preferred contractor, Corner Post General Contracting, LLC, a Montana limited liability company with a mailing address of P.O. Box 833, Deer Lodge, MT 59722, for construction of such Property Owner's Residential Unit and/or Dedicated Lot. Beaumont Place Development, LLC, at its sole discretion, can approve contractors other than Corner Post General Contracting. Requests must be in writing to the above mailing address.

**ARTICLE X  
VEHICLES**

**Section 1. VEHICLES:** No inoperative or junk vehicles shall be permitted to remain on the Property. Except during construction, no heavy equipment, and unsightly vehicles or vehicles of more than two (2) axles shall be permitted to remain in the Premises or access roads. No motorized vehicles shall be permitted in the Common Areas, parks, or open space, except to provide service and/or maintenance.

**Section 2. PARKING:** No vehicles shall at any time be placed or parked so as to impede, obstruct or interfere with pedestrian or vehicular traffic along any road or right-of-way within the Premises. No recreational vehicles, camp trailers, storage trailers, boats, or motor homes shall be permitted to be parked on any street or lot for more than 24 hours.

**Section 3. FIRE EXIT CORRIDOR:** No vehicles shall at any time be placed or parked so as to impede, obstruct or interfere with fire and/or any emergency vehicles.

## **ARTICLE XI**

### **EFFECT AND DURATION**

**Section 1. EFFECT AND DURATION OF COVENANTS:** The conditions, restrictions, stipulations, agreements, and covenants contained herein shall be binding upon each Residential Unit and/or Dedicated Lot within the Premises and Property Owners therein, his/her successors, representatives, and assigns, shall continue in full force and effect until July 1, 2072, at which time they shall be automatically extended for successive periods of twenty (20) years, each, unless terminated or modified.

**Section 2. AMENDMENTS:** The conditions, restrictions, stipulations, agreements, and covenants, contained herein shall not be waived, altered, abandoned, terminated, or amended in whole or in part except by written consent, duly recorded within the Office of the Clerk and Recorder, Powell County, Montana, by fifty-one (51%) of the Homeowner Association Board.

## **ARTICLE XII**

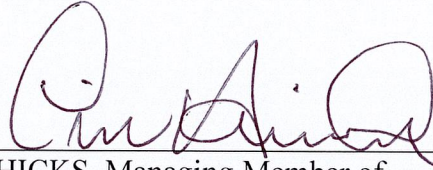
### **ENFORCEMENT**

**Section 1. METHOD:** In the event of any violation or threatened violation of these covenants, the Property Owners, the Association, or any other owner of real property within the Premises may enforce these covenants by proceedings at law or in equity, including the seeking of injunctive relief and damages. Actual costs, expenses, and reasonable attorney's fees incurred in connection with correcting, remedying, abating, preventing, or removing any violation or threatened violation of these covenants shall constitute a claim by the Association or the Property Owners initiating such action against the Property Owners of the subject property. Such claim shall be enforceable through appropriate court action. The person or entity making such claim may file a lien against the subject property in the amount of and for the collection of the claim by filing a verified statement of the lien with the Office of the Clerk and Recorder, Powell County, Montana. Such lien statement must set forth the names of the claimant and claimed, a description of the property, the amount of the claim, the date of the claim and a brief statement of the manner in which the costs and expenses constituting the claim were incurred. Once filed, the lien shall remain of record as a claim against the property until paid in full or foreclosed in the manner provide by law, subject to rights of redemption.

**Section 2. SEVERABILITY:** A determination of invalidity of any one (1) or more of the covenants or conditions of this Declaration by Judgment, court order or decrees shall in no way effect any of the other provisions hereof, which shall remain in full force and effect.

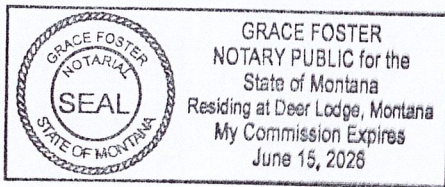
**Section 3. LIABILITY OF THE DECLARATION:** The Owners shall have no liability for any of its actions or failures to act, or for any actions or failures to act of the Association or any owners of property within the Premises. The relationship between the Owners, the Association, and the Property Owners shall be deemed to be that of independent contractors, and not that of a principal and agent, partnership, or joint venture. In addition, the Property Owners shall have no liability or obligation under this Declaration to any person or entity except such liabilities and obligations as the Property Owners have expressly assumed herein.

IN WITNESS WHEREOF, the Declarant has hereunto set his hand this 26th day of March, 2025.



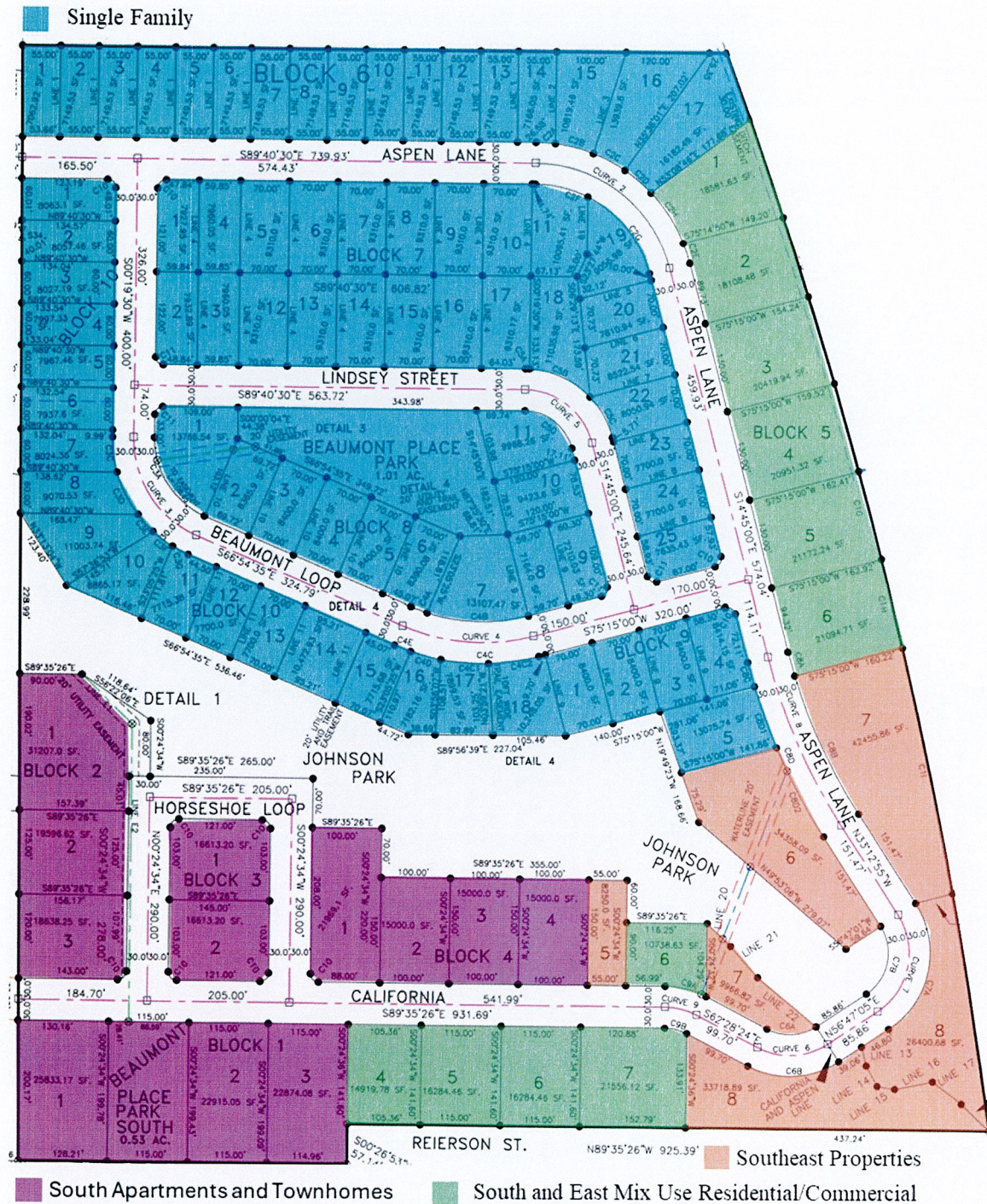
LIN B. HICKS, Managing Member of  
BEAUMONT PLACE DEVELOPMENT, LLC, a  
Montana limited liability company

SUBSCRIBED AND SWORN to before me this 26th day of March, 2025.

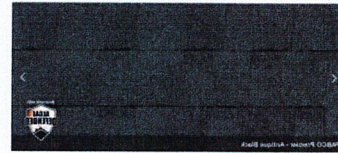
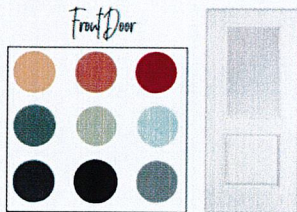
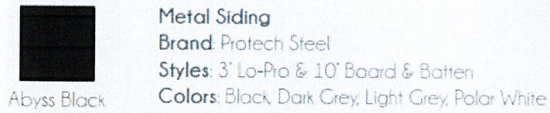
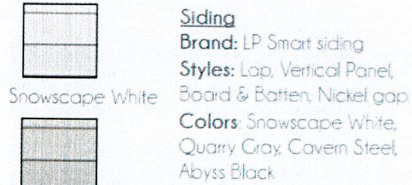


Notary Signature: Grace Foster  
Notary Printed Name: GRACE FOSTER  
Notary Public for the State of Montana  
Residing at: DEER LODGE MT  
My Commission Expires: 6-15-2026

Exhibit A



## Exhibit B



## Exterior Materials

Covenant Design Standards

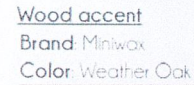
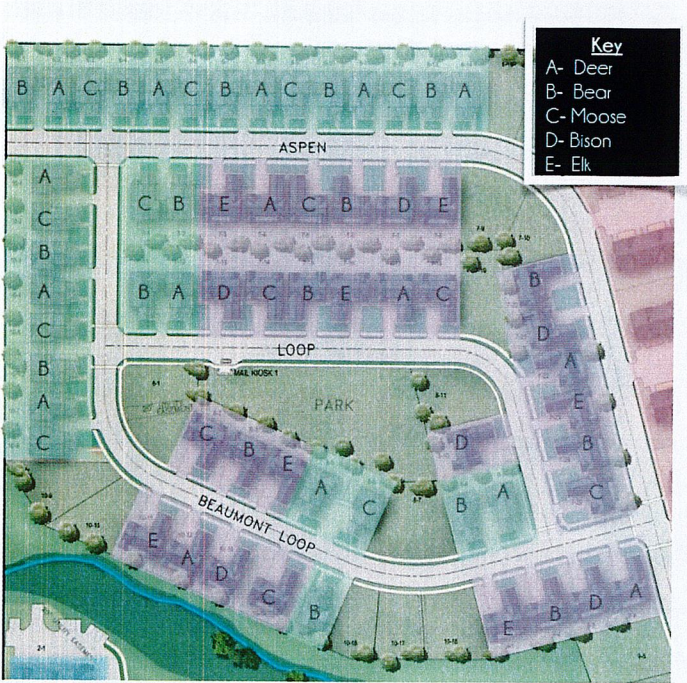


Exhibit C



Exterior Color Scheme

		SIDING	ROOFING
Deer		Snowscape Abyss	
Bear		Abyss	
Moose		Quarry Snowscape Abyss	
Bison		Cavern Quarry Abyss	
Elk		Snowscape Cavern Abyss	