

190780 Fee: \$240.00 Bk 48 MISC Pg 41
POWELL COUNTY Recorded 4/15/2026 At 10:00 AM
JODY WALKER, Clk & Rcdr By *Kelley Knight*
Return To: VICEVICH LAW PC 3738 HARRISON AVE
BUTTE MT 59701

Return to:
Vicevich Law
3738 Harrison Avenue
Butte, MT 59701



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

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

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (“Amended Declaration”) is made this 15th day of April, 2026, by BEAUMONT PLACE DEVELOPMENT, a Montana Corporation, as Declarant (“Declarant”).

WHEREAS, Declarant is the owner and developer of certain real property located in Deer Lodge, Powell County, Montana, known as Beaumont Place Subdivision (“Property”); and

WHEREAS, Declarant recorded that certain Declaration of Covenants, Conditions, and Restrictions of Beaumont Place Subdivision in the Office of the Clerk and Recorder, Powell County, Montana, under Document No. 189035 on March 28th, 2025 (“Original Declaration”); and

WHEREAS, Declarant is expressly reserved authority under the Original Declaration to amend, restate, and modify said Declaration; and

WHEREAS, Declarant desires to amend and restate the Original Declaration in its entirety to clarify, update, and reorganize certain provisions while preserving the original intent and enforceability thereof;

NOW, THEREFORE, Declarant hereby amends and restates the Original Declaration as follows, and this Amended Declaration shall supersede and replace the Original Declaration in full.

WHEREAS, BEAUMONT PLACE DEVELOPMENT, 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 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 75 lots of the subdivision have completed vertical structures

- A. MEMBERSHIP: The board, established by the Bylaws, shall have three (3) directors with the declarant as one member, in perpetuity – until the declarant releases their directorship.
- B. Until all of the Lots in Beaumont Place have been sold and title transferred to Owners, the Declarant reserves the right to appoint and remove all members of the Board. By express written declaration, Declarant shall have the option at any time to turn over management and operation of the HOA to the Members and elected Directors.
- C. The Board and officers thereof, acting in good faith on behalf of the association:
 - a. Shall not be liable to the Owners as a result of their activities as such for any mistake of judgment, negligence or otherwise, except for their own willful misconduct or bad faith;
 - b. Shall have no personal liability in contract to an Owner or any other person or entity under any agreement, instrument or transaction entered into by them on behalf of the Association in their capacity as such;

- c. Shall have no personal liability in tort to any Owner or any person or entity, except for their own willful misconduct or bad faith;
 - d. Shall have no personal liability arising out of the use, misuse or condition of the Property which might in any way be assessed against or imputed to them as a result of or by virtue of their capacity as such.
- D. NOTICE AND QUORUM FOR ANY AUTHORIZED ACTIONS. All Director meetings called for the transaction of business shall require the presence of a majority of the number of directors (in person or virtually).
- E. HIRED OFFICERS AND CONTRACTUAL AGREEMENTS. The Directors shall have the authority to hire personnel as deemed necessary for the functioning of the HOA. The directors shall have the authority to make contractual arrangements with outside entities to assist the HOA in its duties.

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. All sidewalks, where not already installed by June of 2026, shall be installed and maintained by individual Lot Owners. Sidewalks must be construction to City standards, which require 6" of thickness across driveways and shall be installed at the time dwelling units are constructed on individual Lots at the Owners expense. Sidewalks shall be located as stipulated in the Individual Lot Site Plan and shall be five feet in width. Upon the sixth anniversary of the recording of final Plat recordation, any Owners who have not constructed their sidewalks shall be required to install sidewalks on their Lots, regardless of whether a dwelling unit is constructed on the Lot.

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 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 establish assessments for maintenance of easements, roads, sidewalks, common areas, shared driveways, lighting, snow removal, and other necessities for preserving the neighborhood. 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. COMMITTEE MEMBERS:

A. **NUMBER OF QUALIFICATIONS.** The ADRC will consist solely of one member, Beaumont Place Development, as the principal Declarant, with the power to assign agents or appointees. After 52 lots of the subdivision have completed vertical structures but not more the 75, the ADRC must transition to members of the Homeowner association consisting of not less than three (3) and not more than five (5) members. Members are required to be Property Owners in the Association.

B. **TENURE.** There is no limit as to the number of consecutive terms that a member may be elected

or appointed to the ADRC.

- C. **ELECTION OF MEMBERS OF ARDC.** Appointed members of the ADRC shall be elected through mail ballots, voted on by members of the Homeowner Association.
- D. **RETNETION OF PROFESSIONALS.** The ADRC, in its sole discretion, may engage architects, engineers, or other advisors in the ADRC review process.

Section 5. LIMITATION OF RESPONSIBILITIES: The primary goal of the ADRC is to review the submitted applications, plans, specifications, materials, and samples in order to determine if the proposed structure conforms to Beaumont Place Architectural Regulations. The ADRC does not assume responsibility for the following:

- The structural adequacy, capacity, or safety features of the proposed structure or improvement.
- Soil erosion, ground water levels, non-compatible or unstable soil conditions.
- Compliance with any or all building codes, safety requirements, and governmental laws, regulation or ordinances.

Section 6: LIABILITY AND VARIANCES: Neither the Association, the Declarant, the Directors, the ADRC nor the individual members thereof, may be held liable to any person for any damages for any action taken pursuant to the design review process, including but not limited to, damages which may result from correction, amendment, changes or rejection of plans and specifications, the issuance of approvals, or any delays associated with such action on the part of the Association, the Directors, the ADRC nor the individual members thereof.

Section 7. TWENTY-FOUR MONTHS FOR COMPLETION: Any structure to be erected in accordance with an approval so given must be erected and completed within twenty-four (24) months from the date of approval. If construction of a structure is not commenced within two years after approval, new approval must be obtained. If any structure is commenced and is not completed in accordance with the plans and specifications within one year, the Association, at their option, may take such action as may be necessary, in their judgment, to improve the appearance so as to make the property harmonious with other properties and to comply with the Covenants, including completion of the exterior of the combination thereof, or removing the uncompleted structure or similar operations. The amount of any expenditure made in so doing shall be an obligation of the owner. A lien on the property may be recorded and shall be enforceable by an action at law. In lieu thereof, the Association may take such action as is available by law, including an injunction, or action for damages.

Any and all construction alterations or improvements shall be subject to advance approval by the ADRC and shall be diligently worked on to completion. No aspect of construction shall at any time impede, obstruct, or interfere with pedestrian traffic. No construction material, or construction equipment, trailers or vehicles shall be placed or stored upon a residential lot more than thirty (30) days before commencement of construction or more than thirty (30) days following completion of construction as determined by the ADRC. No construction materials may be stored on any portion of the street at any time. The owner shall be responsible for

compliance with construction schedules and guidelines, and for compliance with all terms and conditions established by the ADRC.

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 permits homes at a minimum of 1,200 square feet of livable space per unit.

These regulations are provided to assist architects and builders 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.

Section 2. INTRODUCTION: All structures must adhere to the “modern farmhouse” style, similar, or as otherwise approved by the ADRC. Within Beaumont Place, there are Two Areas with specific guidelines. Refer to the subdivision Plat and Exhibit A of these Covenants for the specific boundaries of each area. 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 must issue a letter of approval 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 twenty-four (24) 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.

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.

C. OPENINGS: Buildings shall have all openings trimmed at a minimum of 3.5" nominal width.

Front doors are to be made of solid wood or steel. Traditional sliding glass doors may only be used in side yard and 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.

D. ROOF ELEMENT: Pitched roofs shall be clad with asphalt shingles with materials and complimenting color approved by the ADRC. Metal roofs are acceptable. 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.

E. SOFFITS: Soffits may be horizontal closed or rafter tail closed or exposed rafter tail, depending on the design of the building.

F. 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. 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.

Section 6. WALLS AND FACADES: All facades of a building shall be made of similar materials and be similarly detailed.

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.

Section 7. PORCHES: Front porches are encouraged on residential structures. 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. Columns shall match or be similar in design on all elevations of a structure. 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. Obtrusive flood lighting is prohibited.

C. SPECIAL IMPROVEMENT DISTRICT:

A lighting Special Improvement District may be created for the Premises by the City of Deer Lodge and/or Powell County, Montana. Owners / Members of the Association will be assessed costs associated through this Special Improvement District.

Section 10. FENCING: See Article VI Section 2 for residences. Residential fences must be kept in good order by homeowners. Perimeter fencing for the neighborhood will be installed and maintained at the discretion of the HOA.

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.

Section 13. DRIVEWAYS: Driveways shall be of concrete, asphalt, or combination of the two and shall be located as stipulated in the ADRC application for construction.

Section 14. RECREATION VEHICLES: Trailers, motor homes, boats, snowmobiles, campers, motorcycles, and other recreational vehicles may be stored on the properties as long as they are not used for habitation, and only if they are stored behind an approved fence.

Section 15. MAILBOXES: Mailboxes will be clustered at strategic locations or as otherwise approved by the local Postmaster.

ARTICLE VI **SITE DESIGN**

Section 1. GENERAL GUIDELINES: All building plans shall be submitted to the ADRC. Variances may be granted on the basis. All building plans shall conform to the City of Deer Lodge Planning Department's requirements and the appropriate building codes.

A. **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.

B. **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 a minimum of 15 feet.
2. Side yard setbacks will be a minimum of 5 feet.
3. Rear yard setbacks will be a minimum of 15 feet.

C. **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.

Section 2. NEIGHBORHOOD AREA SPECIFIC GUIDELINES:

- **SOUTH PROPERTIES:**
 - 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.
 - Business signs no greater than 12"x18" are permitted.
 - Required 3 rail wood fences (unless otherwise approved by the ADRC) – 48" tall, only. Clear wood protectant permitted.

- HOA and Assessment Area A. Assessment to include common area landscape maintenance, lighting, snow plowing, and other to be determined services.
- NORTH PROPERTIES:
 - Maximum building height is 32’.
 - Accessory Dwelling Units (ADU) are acceptable above detached garages or at ground level at the rear of the property with ADRC approval.
 - Three rail (48” tall, only) or 6’ treated wood privacy fence required and shall not extend beyond the front of the building and must connect to the dwelling unit. Lots with a 5’ side yard setback require 6’ privacy fence. Clear wood protectant permitted. Properties adjoining Johnson Creek park are permitted to have a three rail fence or no fence at all.
 - Must adhere to specified color schemes approved by the ADRC.
 - HOA and Assessment Area B. Assessment to include lighting, and other to be determined services.
- SPECIAL CONSIDERATION
 - The following blocks and lots require ADRC review for potential residential /commercial structures. Approval for construction from the ADRC will include 1) assignment of assessment area A, B, or as otherwise assigned and 2) Area Specific Guidelines.
 - Block 1 Lot 8, Block 5 Lot 1 to 8, Block 9 Lot 6, Block 4 Lot 5 to 7

All building plans shall be submitted to the ADRC. Variances may be granted on the basis of specific zoning and 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 with pavement/sidewalk extending to building.

C. TRASH and PARKING: Trash containers shall be stored in a manner as to be screened from public view. Parking shall conform to requirements of the City of Deer Lodge and/or Powell County, Montana.

Section 3. LANDSCAPING: A landscaping plan shall be submitted to the ADRC prior to construction. Landscaping must be completed within sixty (60) days after completion of the home. Homes completed in late fall and the winter months will have ninety (90) days for landscape completion, beginning no later than the first day of May following completion. If 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: trees, shrubs, mixed planting beds, grass 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 Front Yard planting beds at the house perimeter, containing mixed shrubs or native grass, 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). Xeriscape landscape design is acceptable but must be specifically approved by the ADRC.

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.
- "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, unless approved otherwise by the city of Deer Lodge.

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. Additionally, lots along the Interstate are permitted the installation of billboards.

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.

Lawns and Landscaping must be maintained in a manner which shall not detract from the appearance and value of adjoining lots or diminish the aesthetics of the property. If any owner shall fail to maintain then the HOA can demand it in writing. Should the owner not comply within 30 days of the request, the declarant or association shall have the right, but not the obligation, to perform such maintenance and repair and charge the delinquent owner with the cost there of with interest at the annual rate equal to the maximum rate allowed under Montana Law.

ARTICLE VIII **NUISANCE**

Section 1. ANIMALS AND PETS: A combined total of four (4) 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 otherwise concealed from public view, except on garbage pick-up day.

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 HOA or 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.

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, at their expense, 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 six (6) months, the lot must be seeded to local 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 AND DESIGN REVIEW**

Section 1. SUBMISSION OF PLANS BEFORE CONSTRUCTION: No residence, fence, wall, garage, outbuilding or other structure shall be made, erected, altered or permitted to remain upon the properties until written plans and specifications showing the design, nature, kind, color, dimensions, shape, elevations, material, use and location of the same are approved, in writing, by the ADRC.

Section 2. ARDC REVIEW: Upon ADRC review, the owner will be notified within thirty (30) business days after the receipt of drawings that the design has been approved, approved with stipulations, disapproved or the review period extended. Incomplete applications may be returned and are subject to a re-submittal fee. An application for withdrawal may be made without prejudice, provided the request for withdrawal is made in writing to the ADRC. All variance requests pertaining to the ADRC approvals must be made in writing to the ADRC. Any variance granted shall be considered unique and will not set any precedent for future decisions.

If an application has been denied, or the approval is subject to conditions that the owner feels are unacceptable, the owner may request a hearing before the ADRC to justify his/her position. The ADRC will consider the arguments and facts presented by the owner and notify the owner of its final decision within ten (10) days of the hearing.

das

Owners should submit digital copies of the required documents for each design review to: adrc@beaumontpl.com. Advise of submission by calling 406-559-5060.

Section 3. CONSTRUCTION BUILDER/GENERAL CONTRACTOR: All Property Owners desiring to initiate construction on a lot must specify their desired General Contractor with plan submission. ADRC, at its sole discretion, can deny project submissions based on the specified General Contractor.

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 72 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. Notwithstanding the foregoing, so long as Declarant retains control of the Association, Declarant may amend this Declaration without Owner approval.

Section 3. AUTHORITY OF DECLARANT: Declarant hereby certifies that, pursuant to Article XI, Section 2 of the Original Declaration, and all other applicable provisions thereof, Declarant retains full authority to amend and restate these Covenants without further consent of the Association or Property Owners.

ARTICLE XII **ASSESSMENTS**

Section 1. ASSESSMENTS: The Association Directors, shall have the power to establish and levy all assessments and impose such charges as necessary to carry out the purposes of the Association and as provided for herein and in the Bylaws.

Section 2. CREATION OF LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS: The Declarant, for each Lot owned within the properties, hereby covenants and each Owner of

any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- A. Regular assessments;
- B. Special assessments; and
- C. Default Assessments as provided in this Declaration and the Bylaws.

All such assessments are to be established and collected as hereinafter provided and shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees shall be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 3. PURPOSE OF ASSESSMENTS:

The assessments levied by the Association shall be used to promote the recreation, health, safety, and welfare of the Owners and the Association and for the improvement, repair, maintenance, and protection of for maintenance of easements, roads, sidewalks, common areas, shared driveways, lighting, snow removal, and other necessities for preserving the neighborhood and the Property generally for the interest of the Owners therein.

The purposes for Assessments may also include, but shall not be limited to, funding for: the payment of taxes; the purchase of insurance and risks involving the Association or its Directors; utilities, streams, creeks, storm water drainage ditches and detention tanks, ponds, trails, bridges and other Improvements or easements used by the Owners in common; the establishment, maintenance and protection of streams, creeks, storm water drainage ditches and detention tanks, ponds, floodplain areas, and lagoons within the Property; the planting, cultivating, mowing, maintenance, harvesting and cutting of grass and weed control within Common Area and Open Space; the construction, maintenance and repair of all Improvements, including, but not limited to, buildings, structures, ponds, trails, bridges, lagoons, storm water drainage ditches and detention tanks, utilities, recreational facilities and Improvements owned by the Association and constructed on the Open Space and Common Area or elsewhere for the benefit of the Association; and the cost of labor, equipment, services, materials, management, protection and supervision of the assets and interests of the Association.

Section 4. ANNUAL ASSESSMENTS:

Annual assessment shall be determined by the Directors in an amount estimated to cover the normal operating expenses of the Association for each year as determined in conformity with standard accounting practices, together with such additional amounts as may, in their reasonable judgement, be necessary to cover any past deficits from operations of the Association. Annual assessments shall be apportioned among the individual Lot Owners separately for "North Properties" and "South Properties". Assessment in these areas will be evaluated separately but in each area, equally, regardless of home size, Lot size, percentage of street use, or any other variables which may be deemed more or less favorable to an individual owner.

Section 5. SPECIAL ASSESSMENTS:

In addition to an annual assessment to cover the Association's operating expenses, the Association may levy, in any assessment year, one or more special assessments for the purpose

of reserving or paying for, in whole or in part, the cost of any construction, reconstruction, maintenance, repair or replacement of a Capital Improvement, or any improvement deemed necessary upon any Common Area or Open Space including fixtures and personal property related thereto, and for such other purposes or projects benefitting the Association and its interests, provided that any such assessment shall have the assent of a simple majority of the votes of the Board of Directors at a meeting called for this purpose. Nothing stated herein shall restrict the right of the Association to provide for the repayment of the special assessment upon terms and conditions it deems appropriate, including the collection of interest on the deferred balance.

Section 6. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED IN ARTICLE

12 SECTIONS 3 TO 5: Written notice of any meeting called for the purpose of taking any action authorized under Article 12 Sections 3 to 5 shall be sent to all Owners not less than fifteen (15) days nor more than forty (40) days in advance of the meeting. Such notice shall include a notice of assessments, amount thereof, and the purpose for which Assessments are made, whether regular or special, an annual budget for expenditures and operation, and due date and shall be delivered directly to each Director and Owner, either personally, mail, or email. A majority of the number of Directors shall constitute a quorum for the transaction of business.

Section 7. UNIFORM RATE OF ASSESSMENT:

Except as the Board may determine is more equitable, all assessments must be fixed in equal amounts at the same uniform rate for all Lots; provided, however, when in the judgement of the Board an Improvement uniquely restores damages or provides value or benefit only to certain individual Lots, then to the extent determined by the Board that such Improvements are not beneficial to the Association as a whole, such portion of costs may be assessed only against those Lots affected.

Section 8. DEFAULT ASSESSMENT:

If the expense of the Association is caused by the negligence or misconduct of an Owner, Owner's family, Occupant, employee, agent, Licensee or Invitee, or by a violation of these covenants, conditions and restrictions, the Bylaws or Articles, the Association may levy a Default Assessment against such Owner or Lot, recoverable in the same manner as other assessments.

Section 9. NOTICE; PAYMENT; DUE DATES:

Annual assessments shall be assessed on a quarterly calendar basis or as otherwise determined by the Board. Assessments shall be due within thirty (30) days of notice. Delinquent assessments may be subject to charges as provided herein.

Section 10: EFFECT OF NONPAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION; LIENS:

Any assessment not paid within thirty (30) days after the due date shall be subject to late charges and interest at the highest rate allowed by law. The Association may record a Notice of Lien and foreclose as provided by law and recover costs, expenses, and reasonable attorney's fees. No Owner may avoid liability by nonuse or abandonment of the Lot.

SECTION 11. SUBORDINATION OF LIEN TO MORTGAGES:

The liens provided herein shall be subordinate to any mortgage. Sale or transfer shall not relieve liability for assessments.

Section 12. DECLARANT ASSESSMENTS:

Property owned by the Declarant shall not be subject to assessments on the same basis as other Owners.

ARTICLE XIII
ENFORCEMENT

Section 1.ENFORCEMENT If any Owner, Owner's family, Occupant, or Owner's agents, employees, invitee(s), or licensee(s), fails to pay assessments or fails to conform with or violates the criteria, standards, requirements and covenants herein, the Declarant, Association and/or an Owner or Owners may demand conformance or compliance therewith and take such further action as provided in this Section.

- A. **DEMAND NOTICE:** Such demand shall include written notice detailing the specifics of the failure, nonconformance, or violation, identify the property, and demand compliance or remedy thereof within thirty (30) days of the written notice to the Lot Owner, and if such failure, nonconformance and violation is the failure to pay assessments, such demand and notice shall include the amount of assessments due and owing and any related charges, interest, or fees, including late charges. The demand shall also state the action that will be taken under this Section if the failure, nonconformance, or violation is not remedied within the timeframe herein provided. If the nonconformance or violation cannot be remedied within the thirty (30) day period, Owner shall request extension of the deadline by the Declarant or the Association, as applicable, which extension shall not be unreasonably withheld.
- B. **ASSOCIATION'S RIGHT TO REMEDY:** With the exception of an Owner's failure to pay assessments, if the Lot Owner does not respond to such notice or does not remedy the nonconformance or violation within such thirty (30) day period, absent extension thereof, the Association shall have the right, but not the obligation, to remedy the violation or nonconformance, if feasible, and to charge the Owner with the cost of such remedy together with interest thereon at an annual rate equal to the maximum rate allowed under Montana law from the date of the Association's advancement of funds for such remedy to the date of reimbursement of the Association by Owner. Neither the Declarant, an Owner, nor the Association shall be liable to any Owner, person, or entity for any entry, self-help, remedy, or abatement of a violation of the criteria, standards, requirements and covenants herein, and all Owners shall be deemed to have waived any and all rights or claims to or for damages for any loss or injury resulting from action taken to abate or remedy any nonconformance or violation, except for any loss or injury or damage resulting from intentionally wrongful acts.
- C. **NOTICE OF NONCOMPLIANCE:** The Association upon taking such action as provided in Section 7.1.a, shall record a notice of violation or noncompliance against the Lot providing notice that the Lot or Improvements thereon are in violation of or not in compliance with this

Declaration or other governing documents and shall put prospective purchasers on notice of such violation or noncompliance and may provide such other steps as may be necessary to bring the Lot or Improvements thereon into compliance with this Declaration or other governing documents.

- D. **COSTS, EXPENSES, FINES, DEFAULT ASSESSMENT, ATTORNEY'S FEES AND LIENS:** The Association may impose fines for failure, nonconformance or violations of the criteria, standards, requirements, and covenants contained in this Declaration. All such charges, fines, fees, along with actual costs and expenses advanced by the Declarant or Association to remedy or abate a violation or nonconformance, and actual costs, expenses, and reasonable attorney's fees otherwise related to the correction, remedy, abatement, resolution, or removal of a violation or nonconformance, incurred either through litigation, entry or self-help, shall become an additional assessment ("Default Assessment"). Default Assessments shall constitute a claim enforceable by court action or lien against the Lot. If unpaid for three (3) months, the Association may record a lien and foreclose as provided by law, including recovery of court costs, recording fees, title search costs, and reasonable attorney's fees, which may be incurred in the foreclosure and collection of such a lien. Such lien shall be for the benefit of the Association and may be enforced and foreclosed as provided by law.
- E. **CURE:** If a default to which a notice of claim of lien was filed is cured, The Association shall file or Record a rescission or removal of such notice, upon payment by the defaulting Owner of the cost of preparing and filing or recording such rescission, and other reasonable costs, interest or fees which have been incurred.
- F. **NONEXCLUSIVE REMEDY:** The foregoing lien and the rights to foreclose thereunder shall be in addition to, and not in substitution for, all other rights and remedies which any party may have hereunder and by law, including legal proceedings in a court of law or equity, injunctive relief and damages, any suit to recover a money judgement for unpaid assessments.

Section 2. ABATEMENT AND SUIT:

The Owner of each Lot shall be primarily liable, and the Occupant secondarily liable, for any violation. After thirty (30) days written notice, Declarant or the Association may enter upon the Lot to abate or remove violations or prosecute legal or equitable proceedings. Such entry shall not be deemed a trespass. Costs shall be a personal obligation and a lien enforceable as a mortgage unless barred by a bona fide purchaser or Mortgagee without notice.

Section 3. RIGHT OF ENTRY:

During reasonable hours and upon reasonable notice, Declarant, the Association, or their agents may enter and inspect any Lot to ascertain compliance and take enforcement action without being deemed trespassers.

Section 4. DEEMED TO CONSTITUTE A NUISANCE:

Any violation of this Declaration is declared to be a nuisance, and every legal or equitable remedy may be exercised.

Section 5. ATTORNEY'S FEES:

In any proceeding for enforcement of this Declaration, the losing party shall pay the prevailing party's reasonable attorney's fees, even if settled prior to judgment.

Section 6. FAILURE TO ENFORCE IS NO WAIVER:

Failure to enforce any provision shall not be deemed a waiver.

Section 7. INDEMNIFICATION:

Each officer and director, past or present, shall be indemnified by the Association against liabilities and expenses, except for willful malfeasance. Insurance may be obtained for such purposes.

**ARTICLE VIII
ASSIGNMENT**

All rights, powers, and reservations of Declarant may be assigned in writing and recorded. A successor Declarant may be appointed if Declarant ceases to exist.

**ARTICLE IX
CONSTRUCTIVE NOTICE AND ACCEPTANCE**

Section 1. CONSTRUCTIVE ACCEPTANCE:

Every person acquiring any interest in the Property is conclusively deemed to have accepted and agreed to all covenants herein.

Section 2. NOTICES; DOCUMENTS; DELIVERY:

Notices shall be delivered personally, mail, or email and deemed delivered twenty-four (24) hours after mailing. Addresses may be changed by written notice.

**ARTICLE X
WAIVER**

Neither Declarant nor the Association shall be liable for mistakes, negligence, or failure to enforce provisions. Failure to enforce shall not constitute waiver.

**ARTICLE XI
RUNS WITH THE LAND**

All covenants and restrictions shall run with the land and bind all heirs, successors, and assigns, creating reciprocal rights and obligations among all Lots.

**ARTICLE XII
CAPTIONS**

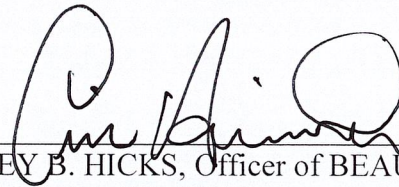
Captions are for convenience only and shall not define or limit the provisions.

ARTICLE XIII
SEVERABILITY

If any provision is held unenforceable, the remaining provisions shall remain valid.

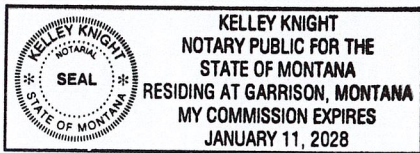
Except as expressly amended herein, all covenants, conditions, and restrictions contained in the Original Declaration are reaffirmed, ratified, and declared to remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has hereunto set his hand this 15th day of April, 2026.



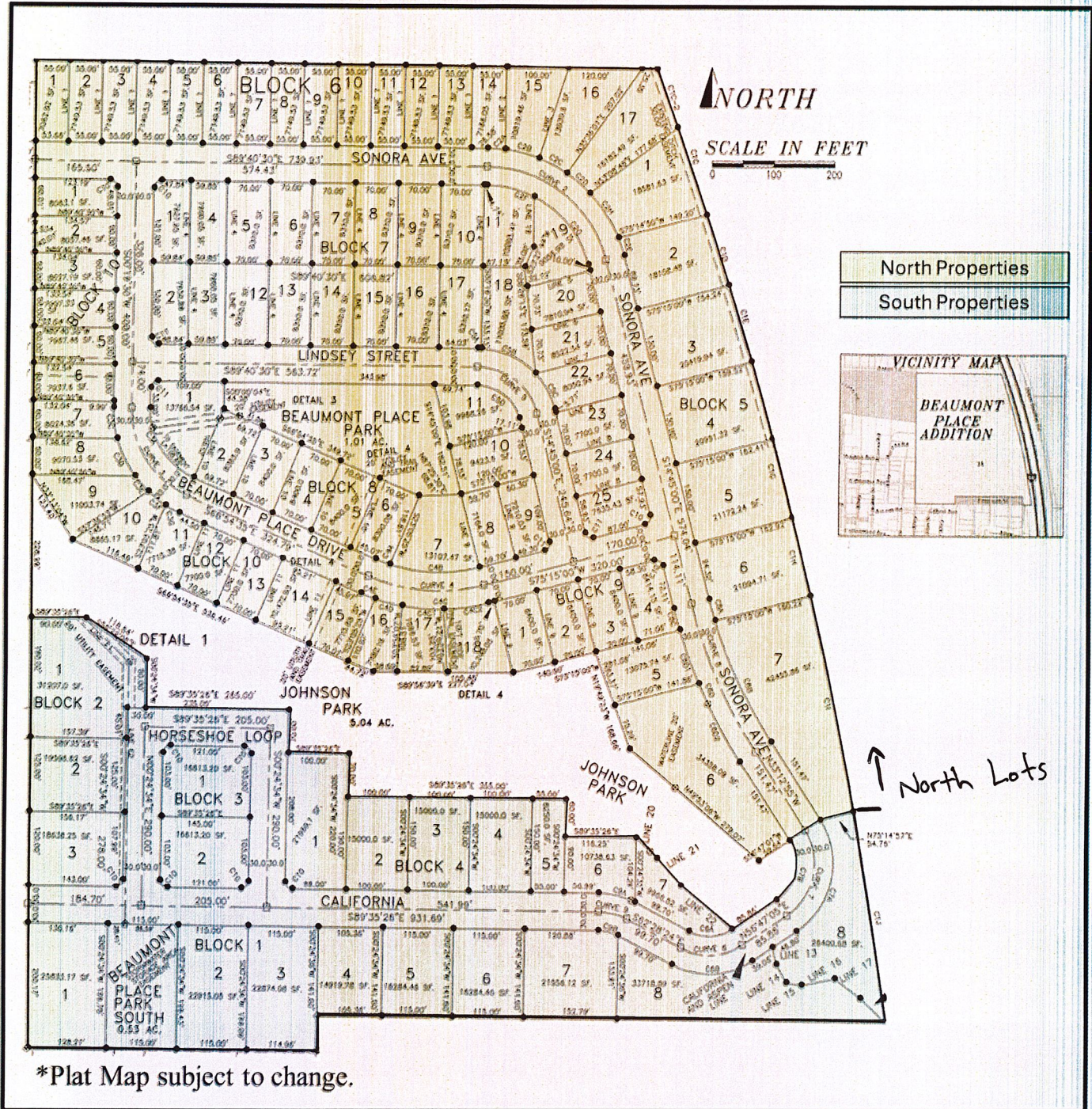
LINDSEY B. HICKS, Officer of BEAUMONT
PLACE DEVELOPMENT

SUBSCRIBED AND SWORN to before me this 15th day of April, 2026.



Notary Signature: Kelley Knight
Notary Printed Name: Kelley Knight
Notary Public for the State of Montana
Residing at: Garrison
My Commission Expires: January 11, 2028

Exhibit A



*Plat Map subject to change.