

ARCHITECTURAL DESIGN REVIEW

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 architectural design review committee to which will be delegated and assigned the powers of maintaining, administering, and enforcing the covenants, conditions, and restrictions of the Beaumont Place Development.

NOW, THEREFORE, the Declarant hereby makes, declares, and imposes the following Architectural Design Review for such real property binding upon all present and future owners of any part of such real property hereinafter called “Property Owners”.

ARTICLE I **BEAUMONT PLACE ARCHITECTURAL DESIGN REVIEW COMMITTEE**

Section 1. COMMITTEE MEMBERS:

A. NUMBER OF QUALIFICATIONS. The ADRC will consist solely of one member, Beaumont Place Development, LLC, 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 2. 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.

ARTICLE II

DESIGN REVIEW PROCESS

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 shall have been submitted and approved, in writing, by a majority of the ADRC as to compliance with the Covenants.

Section 2. ARDC REVIEW: Upon ADRC review, the owner will be notified within ten (10) 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.

Owners should submit digital copies of the required documents for each design review to: adrc@beaumontpl.com.

Section 3. TWELVE MONTHS FOR COMPLETION: Any structure to be erected in accordance with an approval so given must be erected and completed within twelve (12) months from the date of approval. If construction of a structure is not commenced within one year 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 and shall be completed within nine

(9) months following commencement. 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.

Section 4: 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 5: PROCEDURE: The Design Review Process is a four-step process.

STEP 1: SKETCH PLAN DESIGN REVIEW:

- The first submittal will be for a Sketch Plan Review. This review is intended to indicate to the applicant if their design direction will be deemed appropriate for Beaumont Place Subdivision and the appropriate Area in which the project is proposed. The Sketch Plan Review is intended to establish a dialogue between the owner, the designer and the ADRC to resolve any questions or specific criteria of the design guidelines and for the owner/designer to present the direction of the design only. Scaled plans and elevations are not required for this portion of the process, but can be by any medium that represents the owner's/designer's/ intention.
- Upon completion of the review of the design intent, the Applicant can proceed with design and then make formal application for Final Design Review. The Sketch Plan Review criteria can be submitted in any format that successfully presents the intended results of the design directions. It is important to note that all designs of all structures must be 4 sided designs. Designed elevations of all sides of all building must be presented during the Final Design Review and all building elevations will be reviewed.

STEP 2: FINAL PLAN DESIGN REVIEW:

- In addition to verifying the required setbacks, this review reviews and examines the designs for correct interpretation of the architectural and design regulations.
- Form Required: Design Review Application.
- Review Fee: A \$500.00 Review Fee is to be collected at the time of design submittal for all single-family projects. All returned incomplete applications are subject to a \$50.00 re-submittal fee. Fees are based on each individual property, regardless of proposed project or prior design approvals.

- In addition to the Design Review Fee, there is also a fully refundable Contractor Performance Deposit of \$2,000.00 that is to be payable to the order of the Association. This deposit will be held until the completion of construction, to insure that the Property Owner's contractor and his/her subcontractors abide by all requirements of the design guidelines and the specific requirements outlines in the Design Approval Letter which will be signed by the contractor/Property Owner and the Association. The cost of any infractions by the contractor or his/her subcontractors, will be withheld from the Contractor Performance Deposit prior to refunding the balance upon the successful completion of construction.
- If construction has not begun within twelve (12) months of receiving plan design approval from the ADRC, plans must be resubmitted and another \$500.00 fee must be paid.
- Minimum Drawings Required:
 - Site Plan (1/8" = 1'-0" scale or larger) showing:
 - North arrow.
 - Property lines and setback lines with dimensions.
 - Building footprints with entry area delineated and overhangs shown as dashed lines.
 - Solar Shading study*
 - Garden walls, fence lines, location, height and material quality of retaining walls.
 - Water, electric and sewer service.
 - Grading plan.
 - Location of streets.
 - Location, dimensions and materials for walks and drives.
 - Limits of construction activity (no construction, traffic or storage of materials will be permitted beyond these limits).
 - Exterior light locations and type.
 - Location of external equipment (electric meter, location of waste bins, etc.).
 - Floors Plans (1/8" = 1'-0") minimum showing:
 - Foundation plan dimensioned.
 - Room use labeled and rooms dimensioned.
 - Wall, window and door openings dimensioned.
 - Exterior walls dimensioned.
 - All overhangs of floors and roofs as dashed lines.
 - Gross square footage.
 - Elevations & Sections showing:
 - Each Elevation at 1/8" = 1'-0" minimum with colors rendered of fronting street elevation.
 - Landscape Plan:
 - Including plant listing (name, planting and mature sizes) and their respective locations.
 - Material Samples:
 - As requested by ADRC.
 - Siding and trim sample with actual color applied.

STEP 3: CONSTRUCTION COMMENCEMENT:

- Construction may not commence without the approval of the ADRC and any other regulating governmental authority, and all necessary permits obtained and fees collected. The ADRC reserves the right to inspect construction in the field for compliance during any stage of construction. The ADRC is empowered to enforce its policy as set forth in this Declaration by any action, in law or equity, to ensure compliance.

STEP 4: MINOR CHANGES:

- It is anticipated that owners may wish to make improvements or modifications to their buildings or property during initial construction or at a future date. A change may be executed upon receipt of Form B -Application for Change(s) bearing the ADRC stamp of approval.

ARTICLE III

EFFECT AND DURATION

Section 1. EFFECT AND DURATION OF ARCHITECTURAL DESIGN REVIEW: The conditions, restrictions, stipulations, and agreements, 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, and agreements, 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 Beaumont Place Development, LLC or seventy-five percent (75%) of the Homeowner Association.

ARTICLE IV

ENFORCEMENT

Section 1. METHOD: In the event of any violation or threatened violation of these architectural design review, the ADRC, Property Owners, the Association, or any other owner of real property within the Premises may enforce the design review process 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 the design review process 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 design review process 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 _____ day of January, 2024.

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

SUBSCRIBED AND SWORN to before me this _____ day of January, 2024.

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

Beaumont Place Design Review Application

Lot Number	
Block Number	

Owner		Builder	
Name:		Company:	
Mailing Address:		Mailing Address:	
Phone:		Phone:	
Email:		Email:	

Architect		Landscape Architect	
Company:		Company:	
Contact Name:		Contact Name:	
Mailing Address:		Mailing Address:	
Phone:		Phone:	
Email:		Email:	

Information

1. Is the design based on historical precedent?
2. Are there any variances being requested (if yes, attach explanation)?
3. Drawings submitted (please check):

Site Plan		Floor Plans		Roof Plans		Elevation		Landscaping	
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Submitted By:	
Date:	
Signature	

 Architectural Design Review Committee Use Only:

Design Review Fee of \$500.00 Paid to Beaumont Place Development (Please check upon receipt): ____
 Performance Deposit of \$2000.00 Paid to Beaumont Place Development (Please check upon receipt): ____

Beaumont Place Application for Changes

Lot Number	
Block Number	

Owner		Builder	
Name:		Company:	
Mailing Address:		Mailing Address:	
Phone:		Phone:	
Email:		Email:	

Change Description (attach sketch):

Reason for Change:

Submitted By:	
Date:	
Signature:	