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Shelley Vance-Gallatin Co MT MISC 192.00

PROTECTIVE COVENANTS OF THE
MADISON ADDITION TO THE CITY OF WEST YELLOWSTONE
(AMENDED AND RESTATED)

Reference is made to the Protective Covenants of the Madison Addition to the City of West Yellowstone, recorded on October 15, 1984, in Film 84, Page 4671, records of Gallatin County, Montana.

RECITALS

1. That by the terms of the terms of the Protective Covenants of the Madison Addition to the City of West Yellowstone, those Covenants may be amended by vote of 2/3 of the owners of the privately owned land within the boundaries of the Subdivision, or 245 of the 367 possible votes.
2. That during the summer of 2001, by written ballot submitted to all of the owners within the Subdivision, a vote was taken to amend numerous provisions of the Protective Covenants.
3. That of the 38 proposed changes 36 were approved by the requisite number of owners.
4. That in order to produce greater clarity, the Amendments to the Covenants are set forth herein, with a notation indicating that a change has been made, and the Covenants that are unchanged have been renumbered and restated, in order that all applicable Covenants are contained in a single instrument:
5. That additional minor changes, such as consistent capitalization of words, have been made, but such changes are not intended to alter the interpretation of the affected sections.
6. That additional deletions have been made to make other provisions consistent with the changes in definitions voted on by the Association members.
7. That the preamble to the Protective Covenants has been retained, although WRB-West Associates Joint Venture is not responsible for this Amendment. Except for the references to WRB-West Associates, all provisions of the preamble shall remain in effect.



Now therefore, the undersigned hereby certify that the following amendments were approved by at least $\frac{2}{3}$ of the owners of the privately owned land within the Subdivision and that the following constitute the Protective Covenants of the Madison Addition to the City of West Yellowstone:

- I. WRB-West Associates Joint Venture, a Texas joint venture and WRB-West Associates Inc., a Texas Corporation, authorized to transact business within the State of Montana, hereinafter referred to as "West Associates", is the owner in fee simple of those certain land more particularly described in Exhibit "A", attached hereto and by this reference incorporated herein, hereinafter referred to as the "premises" or the "subdivision".
- II. West Associates, by and through the within protective covenants hereby place these restrictions, limitations and regulations as to the use of said premises, which have been divided and platted into tracts according to the plat of Madison Addition, Town of West Yellowstone, records of Gallatin County, Montana, hereinafter to be known as the Madison Addition Subdivision and all amendments and supplements thereto, which plat of said subdivision has been duly filed on record on _____, within the office of the Clerk and Recorder, Gallatin County, Montana, and the same is hereinafter referred to the "plat".

NOW, THEREFORE, West Associates do hereby establish, dedicate, declare and publish and impose upon the premises the following Protective Covenants which shall run with the land and shall be binding upon and be for the benefit and value of West Associates and all persons claiming under it, its grantees, successors and assigns and shall be for the purpose of maintaining uniform and stable value, character, architectural design, use and development of the premises. These Protective Covenants shall apply to the entire premises and to the future subdivisions thereof, and to all improvements placed or erected thereon, unless otherwise specifically accepted and shall be in existence and in full force and effect, unless otherwise terminated by law or amended as herein provided.

West Associates have established a general master plan for the improvement and development of the premises and do hereby establish these covenants, conditions, restrictions and reservations upon the premises and further subdivisions thereof. All lots and further subdivisions or development of the premises shall be subject to these covenants, conditions, restrictions and reservations.

Each and every one of these covenants, conditions, restrictions and reservations is, and all are, for the benefit of each owner of land in the premises, or each owner of land in any further subdivision premises and any further subdivision thereof, and shall bind the respective successors and interests of the present owner thereof. These covenants, conditions, restrictions and reservations are and each thereof, is imposed upon the premises as restrictive covenants running with the title to such tracts and with each and every parcel thereof, and any further subdivision thereof.



SECTION I: DEFINITIONS

For the purpose hereof, certain terms and words are defined as follows: Words used in the present tense shall also include the future: words or phrases used in the singular shall also include the plural, and words used in the plural shall also include the singular; the word "building" includes structure and "structure" includes building; the words "used or "occupied" shall include within their meaning "intended, arranged, or designed to be used or occupied". The word "person" shall include corporation, partnership, or other legal entity. Where other definitions are necessary and are not defined herein, the Architectural Committee, as hereinafter defined, may define such terms.

- 1.1 (Change): ACCESSORY BUILDING. A subordinate building that is secondary to or incidental to the principal use of the principal building. Since the principal building is a dwelling, an accessory building shall not be used for habitation at any time.
- 1.2 (Change): ACCESSORY USE. The uses of land whereby such use is secondary to or incidental to the principal use or structure.
- 1.3 (Change): APARTMENT. Room or combination of rooms designed for use as a rental living space with kitchen accommodations.
- 1.4 (Change): APARTMENT BUILDING. A building or portion thereof designed with four or more individual dwelling units.
- 1.5 Association. Is the Homeowners Association as established by Section 9.
- 1.6 Building. Any structure built for support, shelter, or enclosure of persons, animals, chattels, or property of any kind.
- 1.7 Building Height. The vertical distance from the average elevation of the proposed finished grade at the front of a building to the highest point of a flat roof, the deck line of a mansard roof, and the mean height between eaves and ridge for gable, hip and gambrel roofs.
- 1.8 Building Perimeter. The foundation walls of a building and/or supports for appendages thereto.
- 1.9 Church. A building designed for public worship by any religious body.
- 1.10 Clinic. A place used for the care, diagnosis, and treatment of sick, ailing, infirm or injured persons and those who are in need of medical or surgical attention, but who are not provided with board or room or kept overnight on the premises.



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- 1.11 Club (Fraternal Lodges). Building and facilities owned and operated by a corporation, association, person or persons for a social, educational, or recreational purpose but not primarily for profit or to render a service which is customarily carried on as a business.
- 1.12 Committee. Is the Architectural Committee as established by Section 8.
- 1.13 Density. The total number of dwelling units allowed per gross acre.
- 1.14 (Change): DWELLING. A building or portion thereof designed with living quarters for occupancy.
- 1.15 (Change): DWELLING, DUPLEX. A building designed with two dwelling units for and occupied by two families.
- 1.16 Dwelling, One Family. A building designated with accommodations for and occupied by one family only.
- 1.17 (Change): Dwelling, Triplex. A building designated with three dwellings units for and occupied by three families.
- 1.18 Dwelling Unit. A building or portion thereof providing separate cooking, eating, sleeping and living facilities for one family and its resident domestic employees.
- 1.19 Family. Any individual or two or more persons related by blood or marriage, or a group of not more than four persons (excluding servants) who need not be related by blood or marriage, living together as a single non-profit housekeeping unit.
- 1.20 Floor Area. The total number of square feet of floor space within the exterior walls of a building, (floor areas of basements shall not apply as part of the required minimum floor area of buildings.)
- 1.21 (Change): HOME OCCUPATION. Any occupational use customarily conducted entirely within a dwelling unit, garage or storage shed by the inhabitants thereof which is clearly incidental and secondary to the use of that dwelling unit as living quarters, and in connection with which there are:
- a. No storage of materials or equipment outside the dwelling unit, garage or storage shed.
 - b. No on site employment of persons other than the inhabitants of the dwelling unit.

- c. No generation of pedestrian or vehicular traffic beyond that customary and incidental to residential use of dwelling unit.
- d. No excessive noise or pollution.
- e. No signs or structures advertising the occupation.
- 1.22 Hospital. An institution providing health services, primarily for in-patients and medical or surgical care of the sick or injured, including out-patient departments, training facilities, central service facilities and staff offices.
- 1.23 (Change): Housetrailer. A form of housing designed to be moved from one place to another by an independent power source connected to the housetrailer, which is either eight feet wide or less and forty-five feet long or less.
- 1.24 Landscaping. The placement of ornamental fixtures such as fountains, ornamental walls, fences, benches, along with vegetative plantings of trees, shrubs, grass, flowers etc. This definition shall also include the designing of the placement of such materials.
- 1.25 Loading Berth, Off-Street. An off-street space or berth on the same lot with a principal building for the parking of a commercial vehicle while loading or unloading merchandise and which has direct access from a public street or alley.
- 1.26 Lot. A parcel or plot of land shown as an individual unit of ownership on the most recent plat or other record or subdivision.
- 1.27 Lot, Corner. A lot situated at the junction of and abutting on two or more streets.
- 1.28 Lot, Coverage. The total area of a lot covered by the principal and accessory buildings.
- 1.29 Lot Lines. The lines bounding a lot as defined herein.
- 1.30 Lot Width. The width of a lot along a line parallel to the frontage thereof and lying a distance equal to the required front yard setback on such lot.
- 1.31 (Change): Manufactured Home. A single family dwelling, built offsite in a factory on or after January 1, 1990, that is placed on a permanent foundation, is at least 1,000 square feet in size, has a pitched roof greater than 4/12 and siding and roofing materials that are customarily, as defined by local regulations, used on site-built homes, as is in compliance with the applicable prevailing standards of the United



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States Department of Housing and Urban Development at the time of its production. A manufactured home does not include a mobile home, as defined in 61-4-309 or a house trailer, as defined in 61-1-501, Section 76-2-202(6), MCA.

- 1.32 Master Plan. Master plan shall include any document or portion of document duly adopted by the City of West Yellowstone, Montana, which is intended to guide the growth and development of the area.
- 1.33 (Change): Mobile Home. Forms of housing known as "trailers", "house trailers" or "trailer coaches" usually exceeding eight feet in width and forty five feet in length, designed to be moved from one place to another by an independent power source connected to the mobile home, trailer, house trailer or trailer coach and is used as a principal or seasonal residence. In addition, a mobile home has metal "I" beam(s) not only for support but also for transportation; it is constructed with limited eave overhangs and is usually constructed with less than a 4/12-roof pitch. A mobile home has a Vehicle Identification Number. REF: 61-4-309 MCA.
- 1.34 Nursing Home. A building or portion thereof used for the housing of and care for the ambulatory, aged or infirm by a professional staff.
- 1.35 Parking Lots. A structure or an area, other than a public street or alley designed or used for the temporary parking of motor vehicles for public use whether free, for compensation or as an accommodation for customers or clients.
- 1.36 Parking Space, Off-Street. A space located off any public right-of-way, which is at least nine feet by twenty feet in size for parking of any motor vehicle, with adequate maneuvering space, and with access to public streets or alleys.
- 1.37 Planned Unit Development. An area of land in single ownership or control to be developed as a single integrated unit, the plan for which may not correspond in lot size, bulk or type of building, density, lot coverage, use and required open space of the regulations established in this district.
- 1.38 Setback. The horizontal distance required between any structure and a lot line. This distance is to be measured at right angles.
- 1.39 Sign. Any face of any lettered or pictorial device and/or structure designed to inform or attract attention.
- 1.40 Structure. That which is built or constructed, an edifice or building of any kind or any piece of work artificially built up or composed of parts joined together in some definite manner.
- 1.41 Structural Alteration. Any change in the shape or size of any portion of a building

or of the supporting members of the building or structure such as walls, columns, beams, arches, girders, floor joist or roof joint.

- 1.42 Time-Sharing. The right of ownership or possession to a real estate interest, whether in fee simple or on a right to use basis, for an incremental period of time during any year, less than the full year's period.
- 1.43 Unit, Efficiency. An efficiency unit is an apartment unit with unseparated area for sleeping and/or cooking.
- 1.44 Unit, Rooming. A rooming unit is a space for human occupancy lacking private bath and/or kitchen facilities with a floor area of at least 450 square feet.
- 1.45 Use. Any purpose for which a building or other structure or a tract of land may be designed, arranged, intended, maintained or occupied or any activity, occupation, business, or operation carried on or intended to be carried on in a building or other structure or on a tract of land.
- 1.46 Yard, Front. An open space extending across the full width of the lot between the front building line and the front lot line.
- 1.47 Yard, Rear. An open space extending across the full width of the lot between the rear building line of the principal building and the rear lot line.
- 1.48 Yard, Side. An open space extending from the side building line to a side lot line running from the front to the rear of the lot.
- 1.49 Zero Lot Line. The relaxation of the strict application of said yard requirements where two adjoining lot owners agree to the side yard reduction. (Two single family dwellings may be constructed on the lot line with a common wall.)

SECTION 2: ESTABLISHMENT OF USE DISTRICTS

- 2.1 The Madison Addition to the City hereby divides and classifies into use zones, or districts, as shown below:
 1. R-1 Residential – Single-family, low density
 2. R-2 Residential – Single family, medium density
 3. R-3 Residential – Medium density
 4. R-4 Residential – Medium density, apartments
 5. PLI
- 2.2 No building, structure or land shall hereafter be used or occupied and no building,



structure or part thereof shall hereafter be erected, constructed, reconstructed, moved or structurally altered unless it is in conformity with all of the regulations herein specified for the district in which it is located.

SECTION 3: R-1 RESIDENTIAL-SINGLE FAMILY-LOW DENSITY

- 3.1 Intent. The intent of these covenants is to provide for newly constructed, low density, single-family residential development, to conform to the system of services available, or limiting factors, and to provide for such community facilities and services as will serve the area's residents while protecting the residential character and quality of the area.
- 3.2 Permitted Uses. The following are the only permitted uses for this district:
1. Accessory usage
 2. Home occupations
 3. Newly constructed one-family dwellings
 4. Temporary buildings for and during construction, only
- 3.3 Lot Area and Width. Lot area for any use in this district shall be no less than 10,000 square feet and no lot width shall be less than 75 feet.
- 3.4 Lot Coverage and Floor Area. Not more than 25 percent of the lot area shall be occupied by the principal and accessory buildings. Each dwelling unit shall have a minimum of 1,250 square feet of floor area. Each dwelling/dwelling unit, is required to have a garage constructed in accordance with Section 15 hereof with a minimum of square footage of 275 square feet.
- 3.5 Building Yards. Every lot shall have the following minimum yards:
- | | |
|------------|-------------------|
| Front Yard | 25 feet |
| Rear Yard | 25 feet |
| Side Yard | 12 feet each side |
- 3.6 Building Height. Maximum building height in this district shall be 26.6 feet.
- 3.7 Off-Street Parking. Two off-street parking spaces shall be provided for each dwelling unit. Off-street parking shall be provided as specified in Section 19 hereof.

SECTION 4: R-2 RESIDENTIAL - SINGLE FAMILY - MEDIUM DENSITY

- 4.1 Intent. The intent of this district is to provide for newly constructed medium density single-family residential development to conform to the system of services

available or possible limiting factors and to provide for such community facilities and services as will serve the area's residents while protecting the residential character and quality of the area.

- 4.2 Permitted Uses. Permitted uses in this district shall be only those uses permitted in an R-1 district.
- 4.3 Lot Area and Width. Lot area for any use in this district shall not be less than 7,500 square feet and no lot width shall be less than 70 feet.
- 4.4 Lot Coverage and Floor Area. No more than 30 percent of the lot area shall be occupied by the principal and accessory buildings. Each dwelling shall have a minimum of 1,000 square feet of floor area. Each dwelling/dwelling unit is required to have a garage constructed in accordance with Section 15 hereof with a minimum footage of 275 square feet.
- 4.5 Yards. Every lot shall have the following minimum yards:

Front Yard	25 feet
Rear Yard	20 feet
Side Yards	8 feet each side
- 4.6 Building Height. Maximum building height in this district shall be 26.6 feet.
- 4.7 Off-Street Parking. Off-street parking requirements for this district shall be the same as for the R-1 district.

SECTION 5: R-3 RESIDENTIAL – MEDIUM DENSITY

- 5.1 Intent. The intent of this district is to provide for development of one to four family residential structures and service facilities. It should provide for changing patterns of residential areas where facilities can be provided to service the residents and for a variety of housing types to serve the varied needs of families of different size, age and character while reducing the adverse effects of nonresidential uses.
- 5.2 Permitted Uses. The following are the only permitted used for this district:
 1. Accessory uses
 2. Churches
 3. Home Occupations
 4. Multi-family dwellings, which includes condominiums
 5. Temporary buildings for and during construction, only
 6. Uses permitted in the R-1 and R-2 districts.



- 5.3 Lot Area and Width. 1) Minimum lot area for multi-family units shall be 3,000 square feet per dwelling unit with a lot width of at least 60 feet. 2) Minimum lot area for other uses shall be 5,000 square feet with a minimum lot width of 60 feet.
- 5.4 Lot Coverage and Floor Area. Not more than 40 percent of the lot area shall be occupied by the principal and accessory buildings. Each dwelling shall have a minimum of 750 square feet of floor area. Each dwelling/dwelling unit is required to have a garage constructed in accordance with Section 15 hereof with a minimum square footage of 275 feet.
- 5.5 Yards. Every lot shall have the following minimum yards:
- | | |
|------------|------------------|
| Front Yard | 25 feet |
| Rear Yard | 20 feet |
| Side Yards | 8 feet each side |
- 5.6 Building Height. Maximum building height shall be 32 feet.
- 5.7 Off-Street Parking. Off-street parking shall be provided in accordance with the requirements of Section 19 hereof.
- 5.8 Off-Street Loading. Off-street loading shall be provided in accordance with the requirements of Section 20 hereof.

SECTION 6: R-4 RESIDENTIAL – MEDIUM DENSITY APARTMENTS

- 6.1 Intent. The intent of this district is to provide for the development of medium density apartments. The district should provide for a variety of housing types to serve the varied housing needs of area residents.
- 6.2 Permitted Uses.
1. Apartments
 2. Clinics, Hospitals and Nursing Homes
 3. Efficiency Units
 4. Uses permitted in the R-1, R-2 and R-3 Districts
 5. Private Clubs
- 6.3 Lot Area and Width. 1) Lot area for single-family dwellings shall be not less than 5,000 square feet with a minimum lot width of 50 feet. 2) Lot area for other buildings shall be not less than 5,000 square feet plus 640 square feet for each additional unit over one with a minimum lot width of 50 feet.



- 6.4 Lot Coverage and Floor Area. Not more than 40 percent of the lot area shall be occupied by the principal and accessory buildings. Each dwelling shall have a minimum of 750 square feet of floor area in its living quarters. Each dwelling/dwelling unit is required to have a garage constructed in accordance with Section 15 hereof with a minimum square footage of 275 feet.
- 6.5 Yards. Every lot shall have the following minimum yards:
- | | |
|------------|------------------|
| Front yard | 25 feet |
| Rear yard | 20 feet |
| Side yards | 8 feet each side |
- 6.6 Building Height. Maximum building height shall be 32 feet.
- 6.7 Off-Street Parking. Off-street parking shall be provided in accordance with the requirements in Section 19 hereof.
- 6.8 Off-Street Loading. Off-street loading shall be provided in accordance with the requirements of Section 20 hereof.

SECTION 7: EASEMENTS AND CONNECTION FEES

- 7.1 Easements for roads, drainage, electricity, telephone, lighting, water, sewer, cable television and all of utilities, skiing, bicycle paths, bridal paths, pedestrian traffic, and other services or utilities are hereby reserved as shown on the plat as well as all of the above. All utilities, pipe and service lines shall be buried.
- 7.2 (Change): All road easements shown on the plat shall include a corresponding lot easement for drainage, electricity, telephone, lighting, water, sewer, cable television, snow removal and all other utilities, skiing, bicycle and bridal paths, pedestrian and traffic.
- 7.3 Areas may be landscaped by the property owner so as to enhance their appearance so long as landscaping does not interfere with the use of the property as an easement. The utility easement will remain clear of all encumbrances that may hinder vehicle access. Any encumbrance that prohibits access may be removed as necessary and at no expense to the utility. Any right of way easement costs incurred by the utility may be recovered from the property owner. All easement areas must be restored, at the expense of the utility, the lot owner or service entity doing such work, so as to near the condition that existed previous to such work as possible. Each lot owner shall be solely responsible for any service from the general service lines to and across a lot to point of connection, including charges for connections by appropriate companies or governing bodies and /or the extending of the service



from general service lines to a location inside the property boundaries.

SECTION 8: ARCHITECTURAL COMMITTEE

- 8.1 There is hereby created an Architectural Committee, which is herein under referred to as the "Committee", or the "Architectural Committee", which shall consist of five persons. The initial three members shall be appointed by the Declarant. The fourth and fifth members shall be elected by a majority of the owners of lots, condominium units and residential units. At such time as 66 2/3 of the tracts shown on the land affected by these covenants have been sold by eclaring, the five members shall be elected by majority vote of the owners of said tracts and residential units. The owner of each residential unit, condominium unit or single family lots shall be entitled to one vote for each such interest so held. In the event Eclaring will not be able, for any reason, to appoint the said three members of the Committee, or by written statement shall elect not to do so, the said three members shall be appointed by the Owners Association referred to in Section 9 of these covenants..

When more than 66 2/3 of all residential lots, sites and condominium units to be developed and offered by Eclaring in his entire project as described in Exhibit "A" have been sold, all five members of the Committee shall be re-elected by a majority vote of the owners of such lots and residential sites, each such owner to have one vote, the owners to be those owners 30 days in advance of such election. Eclaring in such event shall not have any remaining power of appointment of the said three members of the Committee. The first two members shall serve for a period of one year; the third three years; and thereafter all subsequent Committee members shall serve for a term of three years from the date of their respective appointments so as to provide for staggered terms and continuity of operation.

- 8.2 If no successor is appointed on or before the expiration of an individual member's term, he shall be deemed to be appointed for another term. On the death or resignation of such an individual member, a replacement to fill out the unexpired term shall be elected by the remaining members of the Committee.
- 8.3 The Committee may make such reasonable rule and laws and adopt such procedures that it deems necessary to carry out its functions which rules, bylaws and procedures, may not be inconsistent with the provisions of these covenants. No building, construction, reconstruction, alteration, remodeling, landscaping, parking, fence, wall or other improvements shall be placed, constructed, erected, repaired, restored, reconstructed, altered, remodeled and added to or maintained on any lot, site or tract until building drawing, plans and specifications (the Committee may require that same be prepared by a licensed architect), and such other information as the Committee may reasonably require, including without being limited to, colors, building materials and models, have been submitted to and approved by a



majority of the Committee in writing; nor may the same be commenced until the Committee shall have issued a permit allowing for such improvements. The Committee shall require that all construction comply with the provisions of the following standard codes of their amendments.

Uniform Building Code, International Conference of Building Commissioners
National Plumbing Code, National Electrical Code, National Fire Protection
Association

- 8.4 Unless otherwise specified in these covenants, the Committee shall designate setback requirements for any structures as in its discretion best suits the requirements of the site.
- 8.5 The Committee shall have authority to reject materials, design and colors submitted with plans or the plans themselves if they are not compatible and appropriate with the subdivision master plan.
- 8.6 All improvements, construction, reconstruction, alterations, remodeling or any activity requiring the approval of the Committee must be completed in substantial compliance with the plans and specifications initially approved by the Committee and for which permits have been issued.
- 8.7 The Committee shall have the power, authority, standing and right to enforce these covenants in any court of law or equity when it reasonably believes the same have been violated and shall have the authority to revoke or suspend building permits and/or order the suspension or cessation of any construction or work in violation of these covenants or of any permit issued by the Committee.
- 8.8 (Change): Any court costs and attorney fees incurred by the Committee in enforcing the covenants shall be the responsibility of the property owner found in violation by a court of law.
- 8.9 The Committee may require reasonable fees to be paid with the filing of plans and specifications and the issuance of building permits to defray its expenses and the expenses of inspection and enforcement of the provisions of these covenants.
- 8.10 (Change): Prior to landscaping, a landscaping plan must be submitted and approved by the Committee. This landscape plan must set forth in detail the landscaping to be installed, placed or planted on such lot or tract, including paths, walks, shrubs, trees, rocks, fences, walls or any feature to be incorporated into a landscaping design or plan.
- 8.11 The Committee shall be governed by the following guidelines in its consideration



of plans and specifications submitted for its approval:

- a. In considering any plans and specifications, the Committee shall examine the suitability of the same to the site, including the materials of which it is to be constructed as well as the relationship of the same to the neighborhood and the adjacent properties.
 - b. No plans or specifications shall be approved which will be so similar or dissimilar to other improvements or structures that monetary or aesthetic value will be impaired.
 - c. All plans and specifications shall be in full compliance with all of the terms and provisions of these covenants, except for any variances, which may have been granted by the Committee for such plans and specifications.
- 8.12 The Committee or the individual members thereof may not be held liable by any person for any damages which may result from Committee action taken pursuant to these covenants, including, but not by way of limitation, damages which may result from correction, amendment, change or rejection of plans, the issuance, suspension or enforcement of building permits or any delays associated with such action on the part of the Committee.

SECTION 9: OWNERS ASSOCIATION

Eclaring shall form an Owners Association for the purpose of promoting, developing and operating the subdivision and the area described in Exhibit "A". All owners and lessees of real property in this subdivision will be members of such Owners Association and shall be bound by the provisions of the articles and Bylaws of such Association, copies of which are made a part hereof by reference. The Association shall have the authority to make such charges and assessment to the members as are reasonably necessary to carry out its functions and duties. The Association shall have the power to levy assessment, which assessment shall be in two classes: (1) Capital Assessments, (2) Operating Assessments.

(Change): Such assessments may be levied by the Board of Directors of the Association against any parcel of real property in the land described in Exhibit "A", or any further re-subdivision thereof. The Association has the authority to impose reasonable charges for interest for over-due payments. Assessment(s) shall be billed on an annual basis and notice of the same shall be mailed to each property owner on or before the first of June of each year. All assessments are due by the annual meeting date. The Association has the authority to impose reasonable charges for interest for over-due payments. Unpaid assessments, upon notice thereof being duly filed of record, shall be a lien against the parcel of real estate against which such unpaid assessment was made. Such lien may be foreclosed upon in a manner as a mortgage foreclosure upon real property, which foreclosure proceeding may include the addition of court costs, expenses, and attorneys fees. The



Association's Board of Directors must obtain the approval of the majority of the membership interest before:

- a. Making any assessment for total capital improvement cost in excess of \$1,500.00
- b. Mortgaging, encumbering or otherwise exposing of any property of the Association in excess of \$1,500.00.
- c. Electing not to rebuild any Association building.

SECTION 10: TRASH AND GARBAGE

(Change): No trash, waste, garbage, litter, construction debris, junk, inoperative autos, or refuse shall be thrown, dumped or left on any portion of the premises. Each owner or lessee shall provide suitable receptacles for the containment and collection of trash and garbage, which must be enclosed or otherwise unexposed to view.

SECTION 11: SIGNS

All signs, billboards, posters, displays, advertisements or any structure relating thereto are prohibited unless they shall have received the approval of the Committee prior to installation or use.

All residences shall be required to display a residential identification sign; which clearly identifies the street number assigned to a particular lot.

SECTION 12: ANIMALS

Animals such as dogs, cats or birds are allowed in the subdivision as pets only as long as they do not constitute a nuisance to others. Kennels or other facilities for the keeping or retention of animals shall be restricted to areas so designated by the Committee. The commercial breeding, care, raising or keeping of any animal is forbidden. If a particular animal or animals shall, in the discretion of the Committee, become a nuisance, the Committee shall have the authority to require that the same be kept tethered or confined on the owners' property. Anytime an animal is taken or is off its owners property then such animals must then be kept on a leash or bridle and must be under the owner's control at all times.

SECTION 13: MINING

No mining, quarrying, excavation, oil drilling or development of any kind shall be allowed in or on the premises except for the excavation as may be necessary in connection with the construction or placing of improvements thereon in accordance with the terms and restrictions of these covenants.

SECTION 14: TEMPORARY STRUCTURES AND STORAGE

No trailer, mobile home, basement, tent, shack, garage or camper shall be used at any time on the premises, as a residence or a place for habitation or sleeping, temporarily or permanently, except where the same may reasonably be necessary during construction and never without: a) the prior approval of the Committee, which is revocable at any time in its discretion, and b) never for more than seven (7) months at a time. No structure of a temporary nature shall be permitted to be kept or stored on the premises except under the terms of this Section.

No trailer, boat, mobile home, snowmobile, camper or any like property shall be permitted or kept stored on any premises except under the provisions of sub-paragraph (a) and (b) of the Section. Storage thereof is permissible if same is covered, fenced and/or a screened parking space is provided, which must be approved by the Committee.

SECTION 15: CONSTRUCTION

All construction on a particular building on the premises shall be diligently prosecuted to completion and shall in any event be completed within twelve (12) months of commencement unless specific written extension is granted by the Committee. No construction material shall at any time be placed or stored so as to impede, obstruct or interfere with pedestrian or vehicular traffic and no construction materials shall be placed or stored on residential lots or condominium tracts for a period not to exceed thirty (30) days following substantial completion of construction as shall be determined by the Committee.

Any garage required by these covenants may be either completed before the dwelling/dwelling unit or subsequent thereto, however all construction of the dwelling/dwelling unit and the garage must be completed with 24 months of commencement of the first structure.

SECTION 16: GENERAL PROVISIONS

- 16.1 Visibility at Intersections. Notwithstanding other provisions contained herein in any residential district, fences, walls, hedges or other planting may be permitted in any required yard, provided that nothing shall be erected, placed, planted or allowed to grow in such a manner as materially to impede vision between a height of two and a half (2 ½) feet and ten (10) feet above centerline grades of the intersecting streets in the area bounded by street lines of such corner lots and a line joining points along said street lines 40 feet from property line.
- 16.2 Accessory Buildings. No accessory building shall be erected in any required front yard and no separate accessory building shall be erected within ten (10) feet of any principal building.



Any accessory building not to exceed one story or fourteen feet in height, including heating and cooling units, may occupy not more than 25 percent of the area of a required rear yard provided that any such accessory building wall shall be at least ten (10) feet from the nearest point of the main building wall excluding eave overhang and eight (8) feet from the rear and side property lines.

- 16.3 Principal Structure. In any use district, more than one structure housing a permitted or permissible principal and customary accessory use may be erected on a single lot or tract of land provided that yard and other requirements hereof shall be met for each structure as though it were on an individual lot.
- 16.4 Exceptions to Height Regulations. The height limitations contained in any district regulations do not apply to chimneys or ventilators.
- 16.5 Structure to Have Access. Every building thereafter erected or moved shall be on a lot adjacent to a public street, or with access to an approved private street, and all structures shall be so located on lots as to provide safe convenient access for servicing, fire protection and required off-street parking except under Section 17, Planned Unit Development, of these covenants.
- 16.6 Fallout Shelters. Fallout shelters to protect human life during periods of danger may be constructed in or under any required yard except that if constructed in a front yard or side yard none of it may protrude above the average grade of the lot.
- 16.7 Outdoor Lighting. Outdoor lighting of trees, bushes, fountains, swimming pools or grounds or residences shall not illuminate or be reflected upon any adjacent property.
- 16.8 Outside Storage. Enclosure is required and any material accumulated by any person within the subdivision shall be within an enclosure; which is sufficient to enclose said materials from public view.
- 16.9 Corner Lots. When a lot faces more than one street and front yard setbacks have been established or in all probability will be established on both streets, corner lot setbacks shall be at least as great as established for each street.
- 16.10 Protection of Street Rights-of-Way. No construction or use proposed shall be allowed in any street right-of-way.
- 16.11 Fences, Walls and Hedges.
 1. Fences, walls and hedges in any use district may be located on lot lines provided such fences, walls and hedges do not exceed eight (8) feet in

height. Fences exceeding eight (8) feet in height shall be subject to the minimum yard requirements of the district in which such fences are located. However, no fences, walls and hedges shall exceed four (4) feet in any front yard as defined herein.

2. No wire or metal fencing shall be used to separate lot lines.
 3. No barbed wire or other sharp fencing materials and not electrically charged fence shall be erected or maintained in any use district created by these covenants.
 4. In case of a fence erected on top of a retaining wall, the height shall be measured from the grade of the high side of the wall.
 5. All fences shall receive approval of the Committee.
- 16.12 Swimming Pools. No private swimming pool in any district shall be located in any required front yard; however, if not more than six feet in height, such use may be located in any required side or rear yard. In addition, all swimming pools shall be enclosed in an area with a fence or wall not less than forty-two (42) inches in height and no opening therein, other than doors or gates, larger than four inches in any direction. A structure of any type may be used as part of such enclosure. All gates and doors opening through such enclosure shall be kept equipped with a self-closing and self-latching device for keeping the gate or door securely closed at all times when not in actual use, except that the door of any dwelling which forms a part of the enclosure for private residential pools need not be so equipped.
- 16.13 Multi-Dwellings. Each unit in a multi-dwelling shall have a separate entrance from the ground on which the structure is erected. Any structure of four or more dwelling units which does not provide this shall be classified as an apartment building.
- 16.14 Yard Encroachments. Every part of a required yard or court shall be open and unobstructed by any building or structure from its lowest point upward except as follows:
- (a) Cornices, chimneys, canopies, eaves, balconies or other similar features may extend into a required yard space not more than three (3) feet.
 - (b) Open, unwallled, uncovered steps and entrance landings may extend into a required yard space no more than five (5) feet.
- 16.15 (Change): Driveway Width. Driveway width for residential uses shall be a maximum of twelve (12) feet per garage stall or required parking space.



- 16.16 Pitched Roofs. No pitched roof shall be higher from the eaves to the top than forty (40) feet.
- 16.17 (Change): Antenna/Satellite Dishes. No television, radio or other such antenna or signal reception device with the exception of satellite dishes measuring 18" maximum, shall be affixed to or placed upon the exterior walls or roofs or land of any part thereof, without the prior consent of the Committee.
- 16.18 (Change) : Pre-Existing Condition-shall be allowed to continue in its present state but when altered or changed it shall be brought into conformance with current covenants.

SECTION 17: PLANNED UNIT DEVELOPMENT

- 17.1 Intent. The intent of the Planned Unit Development (PUD) Section is to encourage better land use development by relaxing the strict mechanical regulations of these covenants and providing a method and standards whereby structures and uses can be designed and developed as a unit instead of the traditional lot-by-lot method; yet carrying out the intended purpose of these covenants.
- 17.2 Special Definitions. For the purpose of this Section, definitions in Section 1 of these covenants shall apply except for the following terms:
 - 1. Plan. The provisions for the development of a Planned Unit Development including, but not limited to, the following:
 - a. Any proposed land subdivision;
 - b. Proposed location and use of a lot or structure;
 - c. Design of all structures;
 - d. Density of development;
 - e. Development and location of streets and utilities;
 - f. Legal documents pertaining to the development.
 - 2. Common Open Space. A parcel or parcels of land, or an area of water, or a combination of land and water within a Planned Unit Development designated and intended for the use or enjoyment of residents of the development. Common open spaces may contain complementary structures and improvements as are necessary and appropriate for the benefit and enjoyment of occupants of the development.
 - 3. Homes Association. An incorporated, non-profit organization operating under recorded land agreement through which (a) each lot in the Planned



Unit Development is automatically a member (b) each lot is automatically subject to a charge for a proportionate share of the expenses for the organization's activities and (c) common open space and facilities are maintained.

4. Site. The entire area within the perimeter boundary of a proposed Planned Unit Development.

17.3 Permitted Uses.

1. Permitted uses in this district shall be only those uses permitted in R-1, R-2, R-3 and R-4 Districts.

17.4 Required Information. A use permit application for a Planned Unit Development shall include a plan of development with the following information:

1. A sketch of the proposed site showing existing physical features, i.e., topography, vegetation, streams, structures, streets, utility lines, etc.
2. General information and plans of utility systems.
3. Legal description and plat of proposed site.
4. Notation of acreage within the proposed site, numbers of lots, typical lot size, proposed uses of lots, sites for parks and recreational or other public and quasi-public uses.
5. Existing use of the proposed site and surrounding area.
6. Names, location and tentative finished grades of all proposed streets.
7. Location and design of all proposed structures (should include distances from streets and property lines and between structures.)
8. Location and number of proposed parking spaces.
9. Copies of all covenants and legal instruments pertaining to operation of the Planned Unit Development.

17.5 Legal Requirements. In a Planned Unit Development containing areas of facilities of common or restricted ownership, the subdivision plat, dedication, covenants and other recorded legal agreements shall:



1. Legally create automatic membership in the non-profit homeowner's association provided for in Section 19 herein for each dwelling unit, either single-family or multi-family.
 2. Place title to any common property or facility in the homes association.
 3. Appropriately and permanently limit the uses of common property and open space.
 4. Give each lot or unit owner the right to use and enjoyment of any common property or facility.
 5. Place responsibility for operation and maintenance of the common property in association.
 6. Place an association charge on each lot or unit in a manner which will:
 - a. Assume adequate safeguards for owners against undesirable high charges; and
 - b. Assume sufficient funds for maintenance and operations, such charge to be a lien on property.
- 17.6 Standards of Development. All Planned Unit Developments shall meet or exceed the following standards of development:
1. Site. Planned Unit Development sites shall not be exposed to adverse elements, i.e., smoke, dust, noise, etc., which might create damage to property or bring harm to occupants.
 2. Site Size. Site size for Planned Unit Developments shall be appropriate to the proposed area and design but shall not be less than 2 acres.
 3. Density. Density for residential Planned Unit Developments shall be as follows:

R-1	Three	(3) Units Per Acre
R-2	Five	(5) Units Per Acre
R-3	Fifteen	(15) Units Per Acre
R-4	Twenty	(20) Units Per Acre

Where 20 percent (20%) of the proposed site is designated as common open space or where a swimming pool or club house is provided, a 10 percent



(10%) increase in density may be allowed.

4. Setback. Minimum setback from perimeter boundary of the site shall be 25 feet.
5. Off-Street Parking. Off-street parking shall be provided in convenient locations and in accordance with Section 19 of this ordinance.
6. Off-Street Loading. Off-street loading shall be provided in accordance with Section 20 of this ordinance.
7. Open Space. Not less than 15 percent (15%) of the Planned Unit Development site shall be designated and maintained as common open space for the use of the occupants of the development.
8. Utilities. Utilities shall be provided in a manner to meet city specifications.
9. Landscaping. Landscaping may be required to provide a buffer between proposed uses or between different adjacent district classifications.
10. Structure Design. Structure design should be compatible with surrounding uses and proposed uses within the Planned Unit Development utilizing harmonious variation in materials, textures, and colors providing each unit with adequate light, air and protection from adverse effects.

SECTION 18: RE-SUBDIVISION

All lots and tracts shall be sold or leased in their entirety as platted and shall not be further subdivided except the duplex lots zoned R-3 in Blocks 10, 11, 12 and 13. These lots may be further divided in half, provided the owner abides by the subdivision regulations of the Town of West Yellowstone, Montana, promulgated pursuant to Section 75-3-508MCA.

SECTION 19: OFF-STREET PARKING

- 19.1 Intent. The intent of these Protective Covenants is to reduce traffic congestion and the need for parking on public streets and hazards caused thereby, and to provide off-street parking adequate for each type of development in terms of both quantity and location.
- 19.2 Design. Off-street parking required for uses herein specified shall be for use only by vehicles and residents of the activity served.
 1. Location. Off-street parking shall be located as specified herein.



- a. Single-family dwellings: On the same lot with the dwelling they are required to serve.
- b. Multi-family dwellings: On the same lot with the dwellings they are required to serve.
- c. Hospitals, Sanatoriums, Apartments, Fraternity and Sorority Homes; Not more than 100 feet from the property.

Where a distance is specified, such distance shall be measured by a straight line from the nearest point of the building such parking area is required to serve.

Such off-site parking areas must be accessible by a public street or alley and shall be owned or leased by the owner or lessee of the building being served by such parking.

Required parking spaces shall not be located in any required front or side yard in the R-1, R-2, R-3, R-4.

2. Size. An off-street parking space shall be at least ten (10) feet in width and twenty (20) feet in length (except 30-degree angle parking may be nine (9) feet in width), exclusive of access drives, yards or ramps. Such spaces shall have a vertical clearance of at least seven (7) feet.
 3. (Change):Plans. A plan of the proposed off-street parking facility shall be submitted along with the application for a building permit for the building the off-street parking is required to serve. Said plan shall clearly indicate driveway widths, lighting, landscaping, construction details, fencing and other features which may be required by the Architectural Committee.
 4. Lighting. Lighting used to illuminate a parking area shall be arranged in such a manner that it will not be a hazard to passing motorists or constitute a nuisance of any kind.
- 19.3 Combined Occupancies. Where two or more uses are combined in one development, the total parking spaces shall be the sum total of the space required for each individual use. Off-street parking for one use shall not be considered for joint use as hereinafter specified.
- 19.4 Spaces Required. The following number of off-street parking spaces per use as required in all districts:
1. Single- and Multi-family: Two spaces per unit. *
 2. Apartments: One and a half spaces per unit.



*One space as required may be within the driveway area.

SECTION 20: OFF-STREET LOADING

20.1 Intent. The intent of these covenants is to reduce traffic hazards and congestion by providing off-street loading berths on the same lot as the building to be served by deliveries of goods without adverse effects on adjacent properties.

20.2 Standards.

1. Off-street loading berths shall be provided on the same lot as the use it serves and shall not occupy the front yard.
2. No loading berth shall be located closer to a residential zoned lot than 50 feet unless enclosed by a wall or solid fence, not less than six feet in height
3. Each loading berth shall be designed with access to a public street or alley and so designed as not to interfere with normal traffic movement.
4. Each berth shall be at least 12 feet by 35 feet in size with a height clearance of 18 feet.
5. Loading berths shall not be considered as off-street parking spaces.
6. All or part of the required loading berths may be within buildings.

20.3 Berths Required. Off-street loading berths shall be provided in accordance with the following schedule. If more than one use is combined in one building, the number of berths can be reduced as determined by the Building Official. Where uses are not specifically mentioned, the number of berths shall be determined by the Building Official using as a guide the most similar use listed as follows:

USE	GROSS FLOOR AREA SQUARE FEET	NUMBER OF BERTHS REQUIRED
Multiple dwellings with over 16 units	-----	1
Schools, Auditoriums, meeting halls	over 20,000	1
	50,000 - 150,000	1
	150,000 - 300,000	2
	Each Additional 300,000	1



SECTION 21: TOWNHOUSE DEVELOPMENT STANDARDS

21.1 Purpose and Intent.

- (a) It is the purpose and intent of this section to accommodate various types of unique and innovative housing forms which are usually based upon a concept of reducing the area of individually owned lots, and grouping such lots together to more efficiently utilize the total space within the subdivision by creating common open spaces, scenic and recreational areas and other spaces which would compensate for the reduction of land area contained within the individually owned lot. The following standards have been developed and apply to a variety of such attached and semi-family housing forms including but not limited to townhouses or any other similar designation.
- (b) Specifically, this section is designed to allow the grouping of separately owned one-family dwelling units into a group of townhouses in such a manner as to make efficient, economical and aesthetically pleasing use of land so restricted that the same will be continually well-maintained in order to preserve the health, welfare, safety and convenience of the surrounding neighborhood and insure a reasonable amount of open space architectural variety.

21.2 Definitions and General Provisions. These definitions shall be in addition to the definitions set forth in Section 1, and shall apply solely to townhouse developments.

1. Townhouses. As used in this chapter "townhouse" is a one-family dwelling unit which is part of a group of two or more such units separated by a common party wall, having no doors, windows or other provisions for human passage or visibility. Each one-dwelling unit shall be attached by not more than two party walls. Where units are offset from one another and a common party wall is used, the wall may be placed equidistant on each side of the lot line not exceeding the length of the offset. A Townhouse is a Planned Unit Development as set forth in Section 17.
2. Townhouse Group. "Townhouse Group" means a cluster or grouping of townhouse units containing not less than two nor more than six individual townhouse dwelling units contiguous to one another.
3. Density. The overall density in a townhouse project shall not exceed the maximum density permitted within the zoning district in which the development is located, unless otherwise provided for under the density bonus provisions of Section 17.6.3.



4. Lot Area for Each Townhouse Unit. No townhouse lot shall contain an area of less than one thousand, six hundred (1,600) square feet and minimum lot and building width of not less than twenty (20) feet. The difference in lot area normally required in the specific use district per dwelling unit, exclusive of efficiency units, and the net land area per townhouse unit shall be incorporated into useable and accessible common open space and/or private or common vehicular or parking area.
5. Townhouse Project Site. As used herein, a "townhouse project site" is the entire parcel of land for which individual townhouse units are proposed prior to the creation of any townhouse lots.
6. Development Districts. Townhouse development shall only be allowed in the R-3 and R-4 use districts.
7. Unit Size. Every townhouse dwelling unit shall have a minimum gross floor area equal to that required in the specific zoning district in which the townhouse unit is proposed (excludes efficiency units).
8. Height. The maximum height for any townhouse shall not exceed that allowed in the district in which the development is located.
9. Dwelling Unit Access. No two townhouse dwelling units shall be served by the same interior or exterior stairway or by the same exterior door.
10. Size of Development Site. The minimum size of the site to be developed for the townhouse units shall be five thousand (5,000) square feet.
- 21.3 Application Requirements. The application requirements shall be those set forth in Section 17 application and submittal requirements for Planned Unit Development. All plans shall be drawn by a registered architect as indicated by his registration stamp.
- 21.4 Final Landscape and Site Improvement Plans. A detailed final landscape plan and final site improvement plan shall be submitted and approved by the Architectural Committee prior to the issuance of a building permit. Final approval shall include but not be limited to the following:
 1. Conformance to the approved site plan;
 2. Inclusion of appropriate plant materials;
 3. All other requirements as set forth in Section 8.
- 21.5 Architectural Treatment. In any townhouse division, architectural treatment shall



be as follows: The facades of townhouses in a group shall be varied by changed front yard setbacks and variation in materials or design so that not more than two abutting townhouses will have the same front yard setback and the same or essentially the same architectural treatment of facades and roof lines.

21.6 Common Open Space. A minimum of thirty percent (30%) of the site to be developed for townhouses shall be provided as common open space where lot sizes will be reduced below the single-family lot area requirement in the district for which the townhouse project is proposed. Fifty percent (50%) of the space shall be unencumbered with any structure or off-street parking and shall be landscaped and well maintained with grass, trees and shrubbery. The remaining fifty percent (50%) may be used only as swimming pools, tennis courts, shuffleboards, pedestrian walks, entrance features, recreation buildings, maintenance buildings for the common areas and other recreational uses.

21.7 Compensating Common Open Space.

1. In those instances where the proposed lot has a gross area of less than the per unit lot area requirement of the specific zoning district, compensating common open space must be established and provided within the project site.
2. Compensation open space also allows the individual housing units and lots to be grouped in a manner which creates economics in the installation of utilities and streets required to serve these individual private properties and provides an opportunity for the sub divider to design and develop a more attractive residential neighborhood and fully utilize any natural or topographic features which may be present on the tract being subdivided.
3. Compensating open spaces are to be considered to be only those areas not specifically designated or used as lots, building sites for dwelling units, building sites for utility or storage purposes, vehicular parking lots, carports or garages or driveways thereto or streets either public or private.

21.8 Courtyards. Courtyards which are designated to provide primary access from groups or clusters of lots or building sites adjacent to public streets must have an average width between the fronts of such lots or buildings of fifteen (15) feet with a minimum of such distance being not less than ten (10) feet. The length of such courtyards should not be more than one hundred (100) feet, extending away from the public street which such courtyard must open on to.



21.9 Setback Requirements.

1. **Setback Variation.** No more than two abutting townhouses or townhouse clusters within the townhouse project site shall have a common front building setback. Variations in the setback of front building faces shall be at least four (4) feet.
2. **Right-of-Way Setback.** No townhouse dwelling unit shall be located closer than twenty-five (25) feet from any public right-of-way nor within fifteen (15) feet from a private drive, access road or common open parking area to the front or rear of such a dwelling unit.

21.10 Yard Requirements.

1. **Front Yards.** Each individual townhouse lot shall have a front yard of fifteen (15) feet. The City Council may allow enclosure of front yard space if the design provides for this feature. Townhouses may be arranged to face onto a common open area, such a common area shall be provided for unobstructed access of emergency vehicles. With such an arrangement, the front yard requirement as part of the individual townhouse lot may be reduced to ten (10) feet.
2. **Rear Yards.** The minimum rear yard requirement shall be fifteen (15) feet to the rear property line.
3. **Private Yard Area.** Every lot containing a townhouse must provide a private yard of at least three hundred twenty (320) square feet, oriented to either the building front, rear or side, enclosed visually by fences or walls at least five (5) feet in height or plantings to screen first level views from adjacent units.
4. **Side Yards.** The minimum side yard requirement shall be eight (8) feet from any property line of the townhouse project site.

21.11 Minimum Distance Between Townhouse Groups. No portion of a townhouse, accessory structure or other building type in or related to one group or cluster of continuous townhouses shall be nearer than fifteen (15) feet to any portion of a townhouse or accessory structure of another townhouse building or cluster.

21.12 Street Frontage. Each townhouse project site must have a frontage on a public street. Individual lots need not front on a public or private street but may face upon common open areas.

21.13 Street System. A well-defined system shall be designed to allow free movement



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throughout the development while discouraging excessive speeds and shall structure the development in clearly defined clusters and/or groups of townhouses. Where dwelling units are located on residential service streets or courts, the street system must be designed to discourage all traffic except that of owner/occupants, their guests and their services.

- 21.14 **Street Right-of-Way Width and Improvements.** The right-of-way width of public streets and private streets serving a group of townhouses and the improvements therein shall conform to all applicable West Yellowstone, Montana city standards and requirements for such streets.
- 21.15 **Ingress/Egress.** No townhouse shall be constructed so as to provide direct vehicular ingress or egress to any controlled access highway, major thoroughfare, arterial or collector street as established in Certificate of Survey No. 1053.
- 21.16 **Parking.** A minimum of two off-street parking spaces shall be provided for the residents of each townhouse. Such parking spaces may be provided on the lot of the townhouse or in a commonly owned and maintained off-street parking bay or facility; provided, that no parking space shall be more than one hundred (100) feet, by the most direct pedestrian route, from the door of the townhouse it is intended to serve. Where one parking space is provided in the front yard area, the front setback of the building shall be a minimum distance of twenty-five (25) feet from public rights-of-way or a minimum distance of twenty (20) feet from private streets or access drives, with driveway width not to exceed twelve (12) feet. Where two parking spaces are provided in the front yard area, the frontage lot width shall be increased to thirty (30) feet, and the front setback of the building shall be a minimum distance of twenty-five (25) feet from private streets or access drives. Driveway widths shall not exceed twenty (20) feet. In all cases where parking in front yard area is allowed, the balance of the front yard shall be landscaped with live vegetative ground cover.
- 21.17 **Driveway Widths.**
1. A minimum distance of fifty (50) feet shall be maintained between all driveway widths. Not more than one driveway width shall be permitted per two townhouses. A minimum corner clearance shall be fifteen (15) feet from property line at uncontrolled intersections and thirty (30) feet from property line at controlled (either signed or signalized) intersections.
 2. For those recreation buildings held in common, there shall be a minimum of one parking space per one hundred (100) square feet of floor area, excluding locker rooms and bathhouses.



3. In no case shall any curb be permitted which, in the opinion of the Building Official, may cause an unsafe or hazardous driving condition.
- 21.18 Landscaping. Landscaping requirements as set forth in Section 8 shall be modified for townhouse developments so that no less than seventy-five percent (75%) of all yards on either public or private streets shall be landscaped.
- 21.19 Utilities and Services. All townhouses must be connected to public water and sewer lines and all electrical and telephone lines in a townhouse development site shall be placed underground. Proper and adequate access for firefighting purposes and access to service areas to provide garbage and waste collection, and for other necessary services shall be provided.
- 21.20 Accessory Building. No accessory buildings shall be erected in any side or front yard. An accessory building may be located in a rear yard area and shall be set back at least ten (10) feet from any alley or rear service street line.
- 21.21 Building Layout – Fire Hydrant Location. All buildings proposed to be constructed within any project containing private streets must be so arranged and located that firefighting apparatus can park and reach any building with a one hundred fifty (150) foot hose length and must be measured as the hose is laid on the ground and may not be measured as the aerial radius from the parking equipment. In addition, fire hydrants must be so located and provided within the project boundaries of the plat. Entrances to all buildings containing residential dwellings must be illustrated on the plat of any project containing private streets.
- 21.22 Building Design – Fire Walkways. All buildings proposed to be constructed within any project containing private streets, and which contain residential dwelling units and have an overall length of three hundred (300) feet or more, must be so designed to have one or more unobstructed walkways through the building at ground level, having a width of not less than five (5) feet each to allow ready access by firemen and policemen and their equipment and other emergency services to each side of such buildings. In those instances where buildings are to be constructed over and across any private street, the unobstructed overhead clearance must not be less than fourteen (14) feet measured between the highest point of the private street facing under the structure and the lowest part of the building structure or associated parts thereof and suitable restrictions to this condition must be noted on the plat.
- 21.23 Fire Safety Requirements. Townhouse developments shall provide fire hydrants on or adjacent to the area to be developed as required by the West Yellowstone, Montana Fire Department.



SECTION 22: SEVERABILITY CLAUSE

Should any section or provision of the Protective Covenants be declared by the Courts to be unconstitutional or invalid such decision shall not affect the validity of the ordinance as a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

SECTION 23: AMENDMENTS

These covenants or any part thereof may be amended, abandoned, terminated, modified or supplemented at any time by the written consent, duly recorded with the Office of the Clerk and Recorder, Gallatin County, Montana, of the owners and 66 2/3 of the privately owned land included within the boundaries of the subdivision.

DATED this ____ day of January, 2002

John M Greve
JOHN M. GREVE, President

Brock Kelley
BROCK KELLEY, Secretary

ACKNOWLEDGMENTS

STATE OF MONTANA)
) ss.
County of Gallatin)

This instrument was acknowledged before me on January 12, 2002, by JOHN M. GREVE, President of Madison Addition Owners Association.

Wayne J. [Signature]
Notary Public for the State of Montana
Residing at Bozeman, Montana
My commission expires: 12-18-90



STATE OF MONTANA)

:SS.

County of Gallatin)

This instrument was acknowledged before me on January 18, 2002, by BROCK KELLEY, Secretary of Madison Addition Owners Association.

Wayne J. J.
Notary Public for the State of Montana
Residing at Bozeman, Montana
My commission expires: 12-18-2005

Upon recording, please
return to:

Jennings Law Office, P.C.
1704 West Babcock, Suite A
Bozeman, Montana 59715

AMENDMENT TO PROTECTIVE COVENANTS OF THE MADISON ADDITION TO THE CITY OF WEST YELLOWSTONE

Reference is made to the Protective Covenants of the Madison Addition to the City of West Yellowstone (Amended and Restated), recorded on January 18, 2002, as Document No. 2058549, records of Gallatin County, Montana.

RECITALS

1. That by the terms of the terms of the Protective Covenants of the Madison Addition to the City of West Yellowstone, those covenants may be amended by vote of 2/3 of the owners of the privately owned land within the boundaries of the Subdivision, or 245 of the 367 possible votes.
2. That during the summer of 2009, by written ballot submitted to all of the owners within the Subdivision a vote was taken to amend numerous provisions of the Protective Covenants.
3. That the two proposed changes were approved by the requisite number of owners.

Now therefore, the undersigned hereby certify that the following amendments were approved by at least 2/3 of the owners of the privately owned land within the Subdivision.

1. Section 16.15., which specifies driveway width, is hereby deleted in its entirety. In its place shall be substituted the following:

16.15 Driveway width. Driveway width for residential uses shall be a maximum of twelve (12) feet per garage stall or permitted parking space, whichever is greater. Additional parking spaces will be permitted by the Architectural Committee (AC) in accordance with Section 19.
2. Section 19.1, which specified the intent behind the off-street parking regulations, is

hereby deleted in its entirety. In its place shall be substituted the following:

- 19.1.a. Intent. The intent of these protective covenants is to reduce traffic congestion and the need for parking on public streets and hazards caused thereby and to provide off-street parking adequate for each type of development in terms of both quantity and location. As West Yellowstone is a unique recreational community, off-street parking on your driveway for summer recreational vehicles will be allowed from May 1 to October 30, and for winter recreational vehicles from November 1 through April 30, as set forth in sub-paragraph b and c.
 - 19.1.b. Summer recreational vehicles are licensed vehicles including trailers with boats, ATV's, motorcycles, campers, motor homes and camping trailers. Winter recreational vehicles are licensed vehicles; including snowmobiles, snowmobile trailers, ATV's and campers.
 - 19.1.c. Cargo trailers, moving vans, garbage trailers, etc., do not qualify as recreational vehicles and parking is not permitted in visible areas for more than fourteen (14) days per season. Parking is only allowed for Madison Addition residents and legal tenants. Occupancy of recreational vehicles is not permitted. The intent of these protective covenants is to reduce traffic congestion and the need for parking on public streets and hazards caused thereby and to provide off-street parking adequate for each type of development in terms of both quantity and location. As West Yellowstone is a unique recreational community, off-street parking on your driveway for summer recreational vehicles will be allowed from May 1 to October 30, and for winter recreational vehicles from November 1 through April 30, as set forth in sub-paragraph b and c.
3. Except as specifically amended above, all of the other terms and conditions of the Protective Covenants of the Madison Addition to the City of West Yellowstone shall remain in full force and effect.

Dated this ____ day of September, 2009.

JOHN ORTMAN, president

GAY McBIRNIE, secretary/treasurer

ACKNOWLEDGMENT

STATE OF MONTANA)
 :ss.
County of Gallatin)

This instrument was acknowledged before me on September ___, 2009, by JOHN ORTMAN, president and GAY McBIRNIE, secretary/treasurer of Madison Addition Owner's Association.

Notary Public for the State of Montana
Printed name: _____
Residing at _____, Montana
My commission expires: _____