

WEST MEADOW OWNERS' ASSOCIATION

BUILDING & LANDSCAPE DESIGN REVIEW, FEES & DEPOSITS AND CONSTRUCTION GUIDELINES

TO: Owners of Properties in West Meadow regarding Approval Process for Projects involving Initial Construction or Improvement Projects in West Meadow

In 2013 The Board of Directors (the “**Board**”) of the West Meadow Owners Association (the “**Association**”) adopted guidelines (the “**Guidelines**”) for the use of property owners and their contractors in connection with the process of obtaining approval of projects involving new construction and changes to existing improvements.¹

Part of what makes our community special are the development and building standards found in the Declaration of Covenants of the Association (the “**Covenants**”) Covenants and the care that each owner takes to meet the Covenants, which provide consistency and harmony in the neighborhood as well as protection for the value of our properties

The Board and the Building and Landscape Review Committee of the Association (the “**BLRC**”) look forward to working with homeowners and their contractors during the approval process required by the Covenants and the actual construction of a project.

While these guidelines describes the design review process adopted by the Association to supplement the provisions of the Covenants. Before commencing work on any project the homeowner and his or her contractor should consult the provisions of the Covenants and these guidelines and if questions arise by obtaining answers to those questions.

Copies of the Covenants and these guidelines are found on the Website of the Association which is westmeadowbozeman.org. Any questions relating to these documents may be addressed to the BLRC at the phone number or e mail address found on the website or to the Manager of the Association, Legacy Properties at 2504 W. Main St. Suite 2B, Bozeman Mt 59718, Phone 406-577-1470 or info@bozemanlegacy.com.

COVENANTS AND DESIGN REVIEW

Design review and construction in West Meadow is governed by the Covenants, the Bylaws of the Association, (the “**Bylaws**”) these Guidelines and other rules adopted from time to time by the Board under its rule making authority.

¹*The Guidelines were revised in 2014, and 2019 and this current version was adopted by the Board of Directors of the Association at a Special Meeting held on September 8, 2020.*

It is the responsibility of the owner and those engaged or employed by the owner (including architects, engineers and contractors) to become familiar with the provisions of these documents all of which are available on the website of the Association or by request made to the BLRC.

Projects are defined as “**Primary Construction**” or “**Secondary Construction.**” The term Primary Construction includes improving a lot for the first time as well as any subsequent construction that increases the footprint or square footage of a building by more than 100 square feet, increases the height of building, or a major alteration in the exterior of the building, involves the initial construction or expansion of a deck or similar improvement by more than 100 square feet, or includes the addition of footings for any building on the lot. The term Secondary construction refers to any Improvement that does not fall within the definition of Primary Construction.

The definition of **Improvement(s)** is found in the Article I page 8 of the Covenants and includes without limitation all structures, installations and landscaping of every type and kind whether above or below the land surface. Prior to construction or alteration of any Improvement, the work must be approved by the BLRC and the Board.

Prior to the construction of any Improvement, the owners must contact the BLRC in the manner noted on the website. The members of the BLRC are appointed by the Board and is responsible for reviewing and approving or disapproving plans and applications for projects constituting Primary or Secondary Construction, monitoring construction and improvement activity within the subdivision and conducting final inspection of any project.

The Board does not play any direct role in the initial BLRC review process. Although there is no appeal from any decision of the BLRC, under the Bylaws, any decisions of the BLRC or any Committee of the Association does not become final until reviewed and approved by the Board. As a result of this provision, all actions of the BLRC are automatically reviewed by the Board. The owner will be advised when such review will occur and be given the opportunity to provide additional information to the Board prior to the time of its review. For any approval to be final, the board must have formally approved the decision of the BLRC. This approval may be a at a regular or telephonic meeting of the Board or by consent action if permitted under section 3.18 of the Bylaws.

The BLRC will act within 15 days of receipt of the applicable application fee as well as an application in the number and form of copies required by the BLRC, signed by the applicant and containing all information required to be submitted under Section 7.4 of the Covenants or these Guidelines. The application must include a statement that the applicant has reviewed the relevant provisions of the Covenants and these Guidelines and agrees to complete the project within the time period approved and strictly in compliance with any approval granted on behalf of the Association.

Please note that both the BLRC and the Board will strictly adhere to the building

design guidelines and procedures found in the applicable documents noted above.

PLAN REVIEW FEES

The Association charges non-refundable fees for the review of plans, as follows

Primary Construction	\$750 per submission. There is no additional charge for subsequent review of any changes made before acceptance or rejection occurs. If however such plans are rejected but remain active pending changes, then the review of these changes may be treated separately and payment of an additional review fee, may be required by the Board for subsequent reviews. This is also the case if changes to such plans are proposed after plans have been approved.
Secondary Construction	\$250 per submission . There is an additional charge of \$25 for subsequent review of any changes
Landscape Plans	For Landscape Plans submitted as part of Primary Construction or with Secondary Construction that involves matters in addition to changes in the landscaping , there is no separate fee. For Plans limited to landscape matters, the fee for the initial submission is \$75 with an additional charge of \$25 for subsequent review of any changes. <i>Note that under Article X of the Covenants there is no requirement for approval of minor adjustments to landscaping such as replacement of dead or dying vegetation or the addition of trees, shrubs or other landscaping features consistent with a previous approved landscape plan.</i>

The applicable Plan Review Fee is to be submitted with any request for approval and should be by check made payable to West Meadow Owners Association. The check for Plan review fees will be cashed upon the beginning of the review process.

PERFORMANCE DEPOSIT

Prior to the commencement of any work in connection with Primary or Secondary construction, the owner is required to fund a refundable Performance Deposit by depositing sufficient funds to do so with the Association. The check will be cashed upon receipt.

For Primary Construction, the Performance Deposit is \$5,000. For Secondary Construction, including landscaping projects, the performance deposit is \$750.00 For purposes of requiring a performance deposit an application relating solely to any matters described in Article X of the Covenants are considered landscape projects.

A Performance Deposit is held by the Association for the purpose of securing compliance with the Covenants and these Guidelines and addressing potential Covenant related violations during construction as reviewed below. The Association will hold the deposit through the entire process of construction which includes full completion of any structure and all landscaping and the installation of the exterior lighting required by Section 10.8 of the Covenants with construction occurring in a timely fashion.

Fines may be imposed by the Association and withheld from the Performance Deposit in the event of non-compliance with an approval granted by the Association, the Covenants, these Guidelines or other rules or policies which may apply to the design review approval or construction process as adopted by the Board. In addition, fines and other remedies may be imposed in accordance with the provisions of the Montana law or the Covenants, the Bylaws these Guidelines or other rules adopted by the Board, so long as a copy of any such rule is posted on the website of the Association.

Any Performance Deposit held by the Association does convey with the property if the property is conveyed prior to the time that the deposit or any part thereof is required to be returned to the owner. As a result of this provision for any sale of property under construction, the deposit should be considered in the transaction, such that while the builder/owner may be the one posting the deposit it will be returned to the new owner of the lot, when the project is completed save and except to the extent that the Association has been advised in writing received by the Association prior to the time of its return that it should be returned as agreed in writing between the builder/owner and any purchaser.

CONSTRUCTION GUIDELINES

These Guidelines are only intended to highlight and further define the Covenants and other policies adopted by the Association.

(1) **BUILD ONLY TO APPROVED PLANS.** Any deviation from the approved plans are prohibited and changes must be reviewed and approved.

(2) **INSPECTION.** The BLRC and the Association reserve the right to inspect the progress of the construction always.

(3) **NORMAL WORK HOURS AND NOISE.** During construction please be respectful of the neighborhood with noise, as much as possible, and restrict work to normal operating hours (8am - 5pm, Monday through Friday). Noise is a part of construction and unavoidable, and we understand that. Tools and machinery are of course acceptable during reasonable hours. Music must be kept at reasonable levels. Also, please be sure to appropriately tack down and construction materials (e.g. Tyvek) which can flap in the wind and make noise, particularly at night.

(4) **CONSTRUCTION DEBRIS AND MUD ON THE STREETS.** Keep your job

site clean and orderly. We recommend a covered dumpster on site and continual transfer of debris to it. Please note that we reserve the right to fine for excessive construction street debris and blowing construction debris, consistent with the Covenants. Do not stage materials or equipment in the street or on adjacent properties. Vehicles should be parked in front of the construction site if possible.

(5) DOGS AND OTHER PETS. Contractors bringing pets to work on homes under construction in the subdivision is discouraged. It is the joint responsibility of the contractors and the property owner to ensure that all pets are always on a leash, as required by City Ordinance. Animal control issues may be referred to the City by residents or on behalf of the Association. The Association reserves the right to fine for animal control infractions during building.

(6) DILIGENT PROGRESS AND COMPLETION. Section 7.8 of the Covenants provides as follows

All work on any improvement in the single-family residential property once started must be continued on a continuous and diligent basis until completion which shall not exceed 18 months without approval from the BLRC

It is the intent of the Board and the BLRC that disruption of the neighborhood and inconvenience to neighbors due to extended periods of construction be kept to a minimum. As part of the approval process the owner and contractor will be required to provide a “complete by” date and obtain the approval of the BLRC for that date. A complete by date extending out to 18 months will normally not receive approval absent extraordinary circumstances. Spec homes should be brought to substantial completion, including landscaping, in a continuous and diligent manner, regardless of whether the home is under contract or sold to its new owner

Both owner and the contractor will be required to ensure that work is continued on a continuous and diligent basis. If the construction is not complete by the complete by date, the Association will assume that the work has not been continued on a continuous and diligent basis and may impose appropriate fines without additional notice unless, prior to the approved complete by date, the owner requests an extension in writing and provides a detailed justification for such request.

An extension will only be granted generally for delays beyond the control of the owner and contractor. Delays beyond the control of the owner and the contractor are not caused by the need or desire of the contractor to work on projects other than the project in question, or a failure of the contractor to order labor and materials on a timely basis. It also is assumed that by providing a “complete by” date the contractor has considered the normal variances in weather and the availability of materials and labor to ensure that the work proceeds on a continuous and diligent basis.

(7) COMMUNICATIONS WITH THE BLRC. The Board and the BLRC believe

that it is important that communications with homeowners regarding the design review process be handled promptly and without confusion. This is particularly important as members of the BLRC are unpaid volunteers and, like the homeowners, generally have other full-time jobs. The preferred form of communications with members of the BLRC is in writing and communicated by delivery or e mail. It is the policy of the BLRC to confirm receipt of any such communications. When phone or face to face conversations occur, these should be summarized in writing afterwards and the parties should memorialize in writing that there is agreement as to the nature and results of any such discussions.

In order to streamline the communications process, it is the policy of the BLRC to communicate about pending applications only with the owner and not with third parties such as architects engaged by the owner. If the owner wishes to designate an “owner’s representative” to communicate with the members of the BLRC and does so in writing provided to the BLRC, then the members of BLRC will communicate with and only with, the owner’s representative and will operate on the assumption that matters sent to the owner’s representative or conversations with the owner’s representative are being shared with the owner by the owner’s representative without the need for duplicate communications to the homeowner. Decisions communicated to the BLRC by an owner’s representative will be binding upon the owner. At any time, the owner may change the owner’s representative and, upon receipt of written notice that the designation has been changed, the BLRC will communicate either directly with the owner or the replacement owner’s representative. The BLRC will not however generally forward copies of previous communications with the owner’s representative.

The BLRC does reserve the right to waive the provisions relating to communications to facilitate the process or if the BLRC believes that the owner may not be fully apprised of communications with an owner’s representative. The decision to do so is a decision made by the BLRC in its sole discretion.

We thank you in advance for your cooperation and compliance with the Covenants and these Guidelines

Dated as of this 8th day of September 2020

THE BOARD OF DIRECTORS AND BUILDING &
LANDSCAPE REVIEW COMMITTEE OF THE WEST
MEADOW OWNER’S ASSOCIATION, INC.