



**AGENDA
CITY OF LAUREL
CITY/COUNTY PLANNING BOARD
WEDNESDAY, MAY 19, 2021
5:35 PM
CITY COUNCIL CHAMBERS**

Public Input: *Citizens may address the committee regarding any item of business that is not on the agenda. The duration for an individual speaking under Public Input is limited to three minutes. While all comments are welcome, the committee will not take action on any item not on the agenda.*

1. Roll Call

General Items

2. Approve Meeting Minutes: April 21, 2021
3. Public Hearing: Bitterroot Grove Townhome Planned Unit Development

New Business

Old Business

Other Items

4. Project Update

Announcements

5. Adjourn
6. Next Meeting: June 16, 2021

The City makes reasonable accommodations for any known disability that may interfere with a person's ability to participate in this meeting. Persons needing accommodation must notify the City Clerk's Office to make needed arrangements. To make your request known, please call 406-628-7431, Ext. 2, or write to City Clerk, PO Box 10, Laurel, MT 59044, or present your request at City Hall, 115 West First Street, Laurel, Montana.

DATES TO REMEMBER

File Attachments for Item:

2. Approve Meeting Minutes: April 21, 2021



**MINUTES
CITY OF LAUREL
CITY/COUNTY PLANNING BOARD
WEDNESDAY, APRIL 21, 2021
5:35 PM
CITY COUNCIL CHAMBERS**

Public Input: *Citizens may address the committee regarding any item of business that is not on the agenda. The duration for an individual speaking under Public Input is limited to three minutes. While all comments are welcome, the committee will not take action on any item not on the agenda.*

1. Roll Call

The Chair called the meeting to order at 5:44PM.

Roger Giese
Dan Koch
Gavin Williams
Judy Goldsby
Jon Klasna (Arrived at 5:44pm)

Nick Altonaga (City of Laurel)

General Items

2. Approve Meeting Minutes: March 17, 2021

The Chair presented the minutes from March 17, 2021.

Dan Motioned to Approve the minutes from March 17, 2021.
Evan Seconded.
Motion Carried.

3. Public Hearing: Lazy KU Subdivision

Nick presented the staff report and information regarding the Major Preliminary Plat Application for the Lazy KU Subdivision.

Judy: What is the situation for Fire suppression?

Aaron Redland, the representative from the developer was present to discuss the item.
30,000gal tank will be constructed for fire suppression

Judy: What about the individual properties?

Aaron: Each property will have wells and drainfields servicing their properties.
Aaron: There are CCNRs as well to limit certain types of development.

Lot 12 is up in the air as there are quality concerns. Might have a community septic system.
What will happen with lot 1?

Aaron: Depends on the market and the demand for these lots.

Roger: Any plans for apartment complexes?

Aaron: Right now, we only plan to do single family homes.

Sidewalks allowed?

Aaron: These are not required for County development.

Dan: Will there be paved roads or gravel roads?

Aaron: the roads will be paved as per the SIA and Plat plan.

The Chair called the meeting back to order.

The Chair Called for Proponents.

Aaron Redland, Project Manager for WWC Engineering. Looking to develop the property into 10 1-acre tracts. It was the only area on her property with drain fields and cisterns, due to water issues throughout the adjacent section land.

DEQ is in process and has the specifications. DEQ should have the comments back to the end of the month. This first went through Billings Planning so it is a few months behind schedule but the property owner is understanding. There will be RSIDs on the Roads and the Parkland.

Dan – Is there wells for potable water?

Aaron: Yes, the future property owner will have to drill their own wells at the time of construction.

Dan – Are all the lots sold?

Aaron: We have 2 left. The others are reserved.

The Chair Called for Proponents.

The Chair Called for Proponents.

The Chair Called for Opponents.

The Chair Called for Opponents.

The Chair Called for Opponents.

Gavin Motioned to approve the Major Preliminary Subdivision of the Lazy KU Subdivision with the Staff Conditions provided in the staff report.

Jon Seconded.

Motion Carried.

New Business

4. Sign Review: Main Street Perk

The Planning Board reviewed the application for the sign for the Main Street Perk.

Gavin Motioned to Approve the sign for the Main St. Perk.

Evan Seconded.

Motion Carried.

5. Sign Review: Cloudz Vape

Nick presented the Sign for Cloudz Vape located in the plaza off of SE 4th Street. Members discussed the processing for signage and the permitting and costs associated.

Gavin Motioned to Approve the Cloudz Vape Sign Installation.

Jon Seconded.

Motion Carried.

Old Business

Other Items

6. Project Updates

- The proposed Northwestern Energy Power Plant.
 - Possible location
 - Needs of the plant.
 - Water rights
 - Utilities
 - How it will work
- Dyer PUD along E. 8th Street.
- Cherry Hills Subdivision. Will be done in 2 Filings.
- West Laurel Interchange Study
- Croell Cement Plant.
- Harmon Subdivision.
- CIP in Process
- Zoning Code Update- Pending, having time.
- W. 4th Street properties within the County but on City Utilities. These are a priority for annexation.

Richard: How to incentivize development?

Jon: Should this NW Energy project come to pass, When Bridger Wind Project came through, would we be eligible for Community Impact Money? 64th St. – Surprised to see so many soil tests and preparations for subdivisions.

Announcements

Please send in a Letter of Interest for reappointment.

- Jon Klasna
- Ron Benner
- Karl Dan Koch.

7. Adjourn

Jon Motioned to Adjourn the Meeting.

Roger Seconded.

The Meeting was adjourned at 6:53PM.

8. Next Meeting: May 19, 2021

The City makes reasonable accommodations for any known disability that may interfere with a person's ability to participate in this meeting. Persons needing accommodation must notify the City Clerk's Office to make needed arrangements. To make your request known, please call 406-628-7431, Ext. 2, or write to City Clerk, PO Box 10, Laurel, MT 59044, or present your request at City Hall, 115 West First Street, Laurel, Montana.

DATES TO REMEMBER

File Attachments for Item:

3. Public Hearing: Bitterroot Grove Townhome Planned Unit Development



LAUREL CITY-COUNTY PLANNING DEPARTMENT

STAFF REPORT & FINDINGS OF FACT

TO: Laurel City-County Planning Board
FROM: Nicholas Altonaga, Planning Director
RE: Planned Unit Development – Bitterroot Grove Townhomes
DATE: May 18, 2021

DESCRIPTION OF REQUEST

A Planned Unit Development application and supplemental was submitted by Forrest Mandeville of Forrest Mandeville Consulting and Engineering West on behalf of Darrel Dyer for the parcels at 1304 E. 8th Street, between Fir and Juniper Avenues. The Applicant has proposed the Bitterroot Grove Townhomes, a 60-unit Planned Unit Development with age-restricted units for those 55 and older. This PUD application also includes a request for annexation and a variance. The Application contains all the necessary components of the PUD, Variance, and Annexation applications. The property is currently owned by Elvira and James Cotter, with purchasing agreements in place. The property currently has a great deal of personal property, debris, and materials on site and is an overgrown state.

Owner: James Cotter, Elvira Cotter
Legal Description: NUTTING BROS SUBD, S10, T02 S, R24 E, BLOCK 6, Lots 1 - 12, BLOCK 6, Lots 1 - 12
Subdivision size: 4.68 Acres
Existing Land Use: Residential, Vacant
Proposed Land Use: Residential Planned Unit Development

BACKGROUND AND PROCEDURAL HISTORY

1. A pre-application meeting for the Planned Unit Development took place on June 23, 2020 between the Applicant, their engineers, and City Staff.
2. The Application for the Planned Unit Development, Annexation, and Variance and their supporting documentation was submitted on March 15, 2021.
3. The City Staff Design Conference took place on April 27, 2021.
4. The Planning Director transmitted a letter of findings to the Applicant and their developer on May 7, 2021.

5. The Applicant and their developer resubmitted documents to the Planning Department on may 17, 2021.
6. The Planning Board is holding a public hearing on the proposed Planned Unit Development, Annexation, and Variance applications on May 19, 2021.
7. The City Council will hold a subsequent public hearing on the proposed Planned unit Development, Annexation, and Variance applications and approve, approve with conditions, or deny the requests.

STAFF FINDINGS

1. The Application for PUD, Annexation, and Variance contain all the necessary items.
2. Annexation has been requested in order to hook the property into the municipal water and wastewater system, as well as garbage pick-up.
3. A variance has been sought for the minimum size requirements of a Planned Unit Development stated in the Laurel Municipal Code.
 - a. Laurel Municipal Code requires a minimum of 5 acres for a PUD
 - b. The proposed PUD is 4.68 acres.
4. The Applicant has proposed private interior streets with gated entrances.
5. Gated entrances shall be accessible by all Laurel EMS, Fire, and Police departments, as well as code enforcement and public works where necessary.
6. The Applicant has proposed private internal water and sewer connections.
7. The Applicant has proposed a water meter building, in order to manage the interior water system of the development.
8. The proposed project would improve a largely vacant, blighted lot with a dense residential development.
9. The application includes bylaws for a townhouse association to manage the property.
10. The subsequent submittal of documents on May 17 included a landscaping plan and weed management plan.
11. An Annexation Agreement was provided with the application which specifies adjacent public improvements, development standards, and other requirements for annexation into the City of Laurel.

PLANNING BOARD AND GOVERNING BODY REVIEW CRITERIA

LMC 17.32.020 – Review and Approval, Part D states:

“Within thirty days after the design conference, the application shall be reviewed by the city-county planning board and recommendations based on the comments from the design conference and the criteria contained in the subdivision regulations shall be forwarded to the zoning commission. The comments from the design conference shall be forwarded to the planning board, zoning commission and developer within five working days after the conference.”

RECOMMENDATIONS

The Planning Director Recommends approval of the Planned Unit Development for the Bitterroot Grove Townhomes with the following conditions of approval:

1. The Property shall be cleared of personal property, debris, and refuse prior to annexation, variance, and PUD approval.
2. The Property shall be brought up to city standards prior to annexation, variance, and PUD approval.
3. Landscaping plan and maintenance schedule and/or information shall be sufficiently detailed for City Departments to enforce nuisance codes and other ordinances.
4. The proposed Water system shall be approved by the contracted city engineer, KLJ Inc.
5. The proposed Water system shall meet all Montana DEQ and City Standards.
6. The proposed Wastewater system shall be approved by the contracted city engineer, KLJ Inc.
7. Weed Management Plan shall be completed and approved by the Yellowstone County Weed District.
8. Annexation Agreement shall be updated with specific changes noted by the Planning Department.
9. Bylaws for the Bitterroot Grove Townhome Association shall be updated with the specific changes noted by the Planning Department.
10. The Owner/developer shall apply for all necessary and applicable city permits.
11. The Owner/developer and the City shall establish a satisfactory solution for the public alleyways within project boundary.

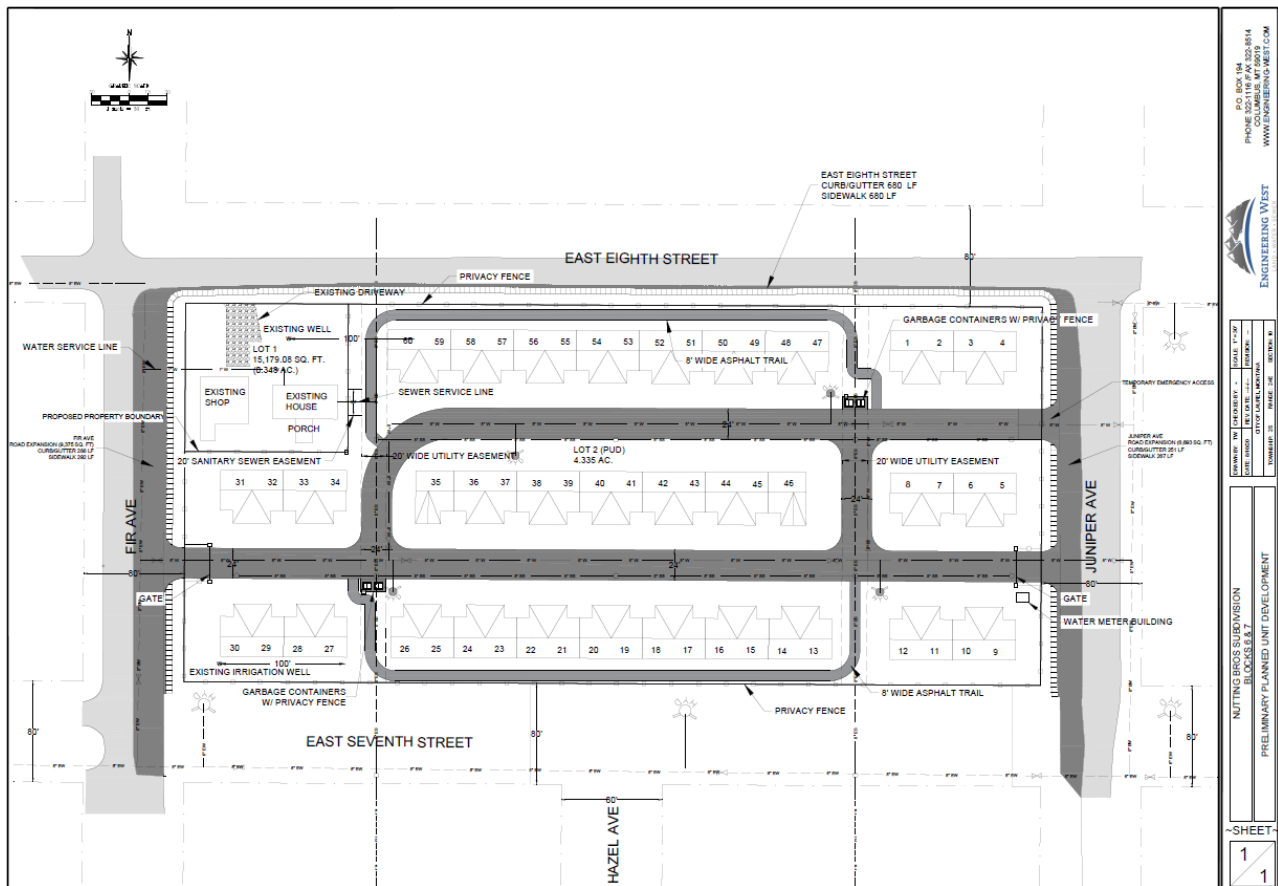
ATTACHMENTS

1. PUD Written Statement
2. Annexation Application
3. Annexation Agreement
4. Waiver of Right to Protest
5. Variance Application and Request Letter
6. PUD Layout/Design
7. PUD Landscaping Plan
8. Bylaws of Bitterroot Grove Townhomes Association
9. Images of proposed townhome design
10. Planner Letter to the Applicant (dated 5/17/2021)

**PLANNED UNIT DEVELOPMENT
WRITTEN STATEMENT**

**BITTERROOT GROVE TOWNHOMES
DARRELL DYER**

**NUTTING BROS. SUBDIVISION
BLOCKS 6 & 7, PLUS ABANDONED PORTION OF HAZEL AVE.
LAUREL, MONTANA**



FEBRUARY 2021

SUMMARY

The Bitterroot Group, LLC (Darrel Dyer), intends to create a 60-unit townhome development in Laurel, MT, on the south side of Eighth Street, between Fir Avenue and Juniper Ave. The development will utilize the Planned Unit Development (PUD) process, as outlined in the Laurel Municipal Code (LMC), Section 17.32.

The property is currently outside of Laurel city limits, and annexation has been requested. The property was split by an undeveloped portion of Hazel Ave, but abandonment has been conditionally approved by Yellowstone County. As a condition of approval for the Hazel Ave. abandonment, the landowner will resurvey the property to aggregate the property, as shown on the site plan.



Aerial of Site

PLANNED UNIT DEVELOPMENT WRITTEN STATEMENT (LMC 17.32.040)

Copies of any special agreement, conveyances, restrictions or covenants, which will govern the use, maintenance and continued protection of the planned unit and any of its common parks or open spaces. Covenants and restrictions are proposed for the governance of the townhome PUD development, copies of which are provided as an attachment to this document.

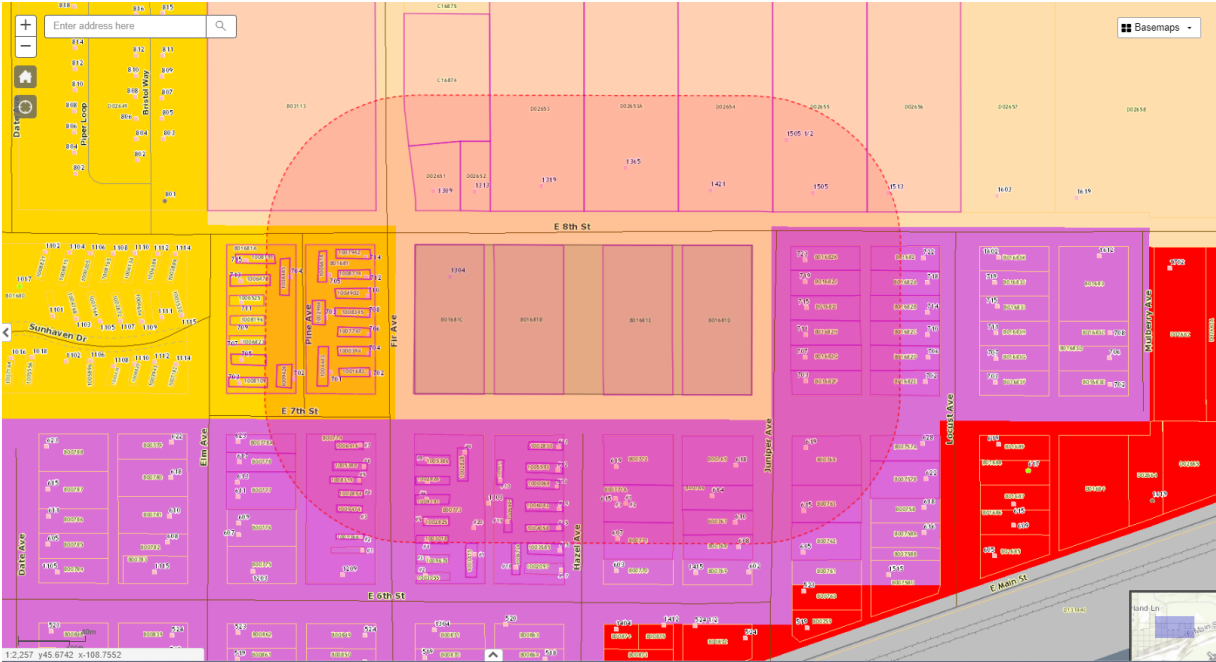
A statement of the present ownership and legal description of all the land included in the planned unit. The property is owned by Bitterroot Group, LLC. The applicant is Darrell Dyer. The property is legally described as Nutting Bros. Subdivision, Blocks 6 & 7, plus the Abandoned Portion of Hazel Ave. The Abandonment of Hazel Ave has been conditionally approved by Yellowstone County.

An explanation of the objectives to be achieved by the planned unit, including building descriptions, sketches, or elevations as may be required to describe the objectives. The Bitterroot Grove Townhomes PUD development will provide housing in a community setting, targeted at the age 55 and up community. It is the intent of the applicant that this development contributes to the vitality and growth of the City of Laurel in an orderly and desirable fashion. This will also provide beautification to a main east-west transportation corridor in northeast Laurel. A site plan is included with additional information, including the proposed layout of the development

A development schedule indicating the approximate date when construction of the planned unit or stages of the planned unit can be expected to begin and be completed. Construction is expected to commence shortly after approval, during the spring/summer of 2021. Development will proceed in an east-to-west fashion, with the farthest east portion being built first. A temporary access is proposed in the northeast portion of the property for emergency purposes. As development continues, access will be built through the west side of the property and the temporary access abandoned. See the site plan for additional information.

STANDARDS AND REQUIREMENTS (LMC 17.32.050)

In cases of conflict between standards of any other provisions of this title and standards of this chapter, the standards of this chapter shall apply. The provisions, standards, and requirements of LMC Section 17.32. have been complied with during the development of this application.



Existing Zoning in Area

Demonstrate that the PUD is consistent with the purposes and objectives of the city comprehensive plan and any other officially adopted plan. This townhome PUD development complies and is consistent with the provisions of the Laurel Growth Management Plan (adopted November 2020). Chapter 7: Future Land Use, page 30, states that zoning should allow “a more diverse array of housing types and density.” Chapter 7.5: Annexation, on page 32 goes a step further in stating:

There are many areas directly adjacent to the east of the City that would be prime candidates for annexation in addition to the previously mentioned westward expansion. The parcels between Alder Avenue and Yard Office Road, especially those along East 8th Street, should be considered and the lands adjacent to the Village Subdivision. These areas are already closely linked to the City with roads and services, and their inclusion would fill gaps in the Laurel City Map.

The area identified above corresponds with the area of this development. Annexation is proposed as part of this townhome PUD development.

Chapter 8: Housing, page 38, lists as a goal to “encourage a mixture of housing types to meet the demand of all market sectors” by maintaining “diverse array of housing and affordability levels” and promoting “higher density housing types in the downtown area and adjacent to major transportation corridors.” These goals will be furthered with the development of the Bitterroot Grove Townhomes development.

The PUD's relationship to its surroundings shall be considered in order to avoid adverse effects caused by traffic circulation building bulk, insufficient screening, noise, dust or other common nuisances. Surrounding property consists of multi-family and single-family residential development. The site is surrounded on three sides (south, east, and west) by Laurel City Limits. Zoning to the west is RMH; zoning to the south and east is RLMF. Land to the north is not within City limits and generally consists of large-lot residential development. Zoning to the north is R-200. Existing roads will be improved as necessary, including curb, gutter, and sidewalks around the development.

If a PUD is proposed to be constructed or developed in phases, it must be demonstrated that each phase is independent of the other phases and contains sufficient parking, open space and other facilities to provide for the needs of the projected population of that phase. The site will be developed from the east to the west. Parking, open space, solid waste disposal, etc. will be generally the same ratios across the development. A temporary access for emergency purposes will be developed on the northeast side of the development to allow for ingress and egress until the access on the west side of the site is developed, at which time the emergency access will be abandoned. There will always be two points of access for this development. See the site plan for more detail.

The minimum acreage for a PUD shall be five acres. The site of this development is 4.68 acres. A variance request has been submitted to allow for the slight deviation from the requirement.

**CITY OF LAUREL, MONTANA
REQUEST FOR ANNEXATION
AND PLAN OF ANNEXATION**

Applicant is required to meet with the City Planner prior to filling out this application. All blanks of this application are to be filled in with explanation by the applicant. Incomplete applications will not be accepted.

1. Only parcels of land adjacent to the City of Laurel municipal limits will be considered for annexation. "Adjacent to" also includes being across a public right of way. If the parcel to be annexed is smaller than one city block in size (2.06 acres), the city council must approve consideration of the request; the applicant must make a separate written request to the city council stating their wish to annex a parcel of land less than one city block in. Once the council approves the request, the applicant can apply for annexation.

2. Applicant landowner's name: Darrell Dyer - Bitterroot Group, LLC
Address: PO Box 908, Laurel, MT 59044
Phone: 701-651-5572

3. Parcel to be annexed: (If it is not surveyed or of public record, it must be of public record PRIOR to applying for annexation.)
Legal description: Nutting Bros. Subdivision, Block 6, Lots 1-12, and Block 7, Lots 1-12, and abandoned portion of Hazel Avenue between Blocks 6 and 7
Lot size: 4.68 acres
Present use: Residential and vacant land
Planned use: 60 Unit Planned Unit Development Townhome Project (Bitterroot Grove Townhomes)
Present zoning: R-200
(Land which is being annexed automatically becomes zoned R-7500 when it is officially annexed [City ordinance 17.12.220])

4. City services: The extension of needed city services shall be at the cost of the applicant after annexation by the city has been approved. As part of the application process, each of the following city services must be addressed with an explanation:

Water Service:

Location of existing main: Fir Ave (west side of site); Juniper Ave (east side); undeveloped 7th St right-of-way (south side)
Cost of extension of approved service: \$278,784 for water for entire PUD development
How cost determined: Engineer Estimate
Timeframe for installation: Summer 2021

Sewer Service:

Location of existing main: Undeveloped Alleys in Blocks 6 and 7, Nutting Bros. Subdivision
Cost of extension of approved service: \$201,603 for sewer for entire PUD development
How cost determined: Engineer estimate

Timeframe for installation: Summer 2021
How financed: Privately Financed

Streets:

Is there any adjoining County ROW to the proposed annexation: Yes, 8th St. to the north, Fir Ave to the west, Juniper Ave to the east, undeveloped 7th St to the South
Location of existing paved access: 8th St (north side), Fir Ave (west side), Juniper Ave (east side)
Cost of paving: \$218,156 for road improvements for entire PUD Development
How cost determined: Engineer Estimate
Timeframe for construction: Summer 2021

Other required improvements: Provide above information on attached pages. Sidewalk improvements at estimated cost of \$31,000

5. A map suitable for review of this application of the proposed area to be annexed must be submitted with this application.
6. A written Waive of Protest must accompany this application, suitable for recording and containing a covenant to run with the land to be annexed, waiving all right of protest to the creation by the city of any needed improvement district for construction or maintenance of municipal services. This Waiver of Protest must be signed by the applicant **prior** to annexation by the city.
7. Requests for annexations are referred to the City-County Planning Board for recommendation to the City Council. Within 30 days after receiving the properly filled out application with all required accompaniments and after conducting a duly advertised public hearing, the City-County Planning Board shall make recommendation to the City Council as to this Request for Annexation. If more information is needed from the applicant during the review of the application, such application shall be deemed incomplete and the timeframe for reporting to the City Council extended accordingly, in needed.
8. A **non-refundable** application fee of \$300 + \$25.00 per acre (80 acres or less); \$300 + \$35.00 per acres (81 acres or more) must accompany the submission of this application.

The City Council of the City of Laurel, Montana, after review and consideration of this Application for Annexation, found such to be in the best interest of the City, that it complied with state code, and approved this request at its City Council meeting of _____.

Return to:
Darrell Dyer
PO Box 908
Laurel, MT 59044

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT is made this _____ day of _____, 20_____, by and between BITTERROOT GROVE, LLC, PO BOX 908, LAUREL, MT 59044, hereinafter referred to as “DEVELOPER,” and the CITY OF LAUREL, MONTANA, a municipal corporation, c/o City Hall, 115 West 1st Street, Laurel, Montana, 59044, hereinafter referred to as the “CITY.”

WHEREAS, DEVELOPER is the owner of certain real property situated in Yellowstone County, Montana, more particularly described as follows:

Nutting Bros. Subdivision, Block 6, Lots 1-12, and Block 7, Lots 1-12, and abandoned portion of Hazel Avenue between Blocks 6 and 7; according to the official plat on file and of record in the office of the Clerk and Recorder of said County, hereinafter referred to as “Developer Tracts” as well as all adjacent public right-of-way.

WHEREAS, DEVELOPER has submitted to the City a Petition for Annexation to the City for Developer Tracts; and

WHEREAS, DEVELOPER desires to annex Developer Tracts to the City; and

WHEREAS, CITY has approved the Petition for Annexation by Resolution No. _____ for the Developer Tracts contingent that a Development Agreement be executed between CITY and DEVELOPER to identify required off-site infrastructure improvements and guarantees of those improvements.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties do hereby agree as follows:

1. Roads and Access. The Developer Tracts shall be accessible by private drives from Juniper Ave. and Fir Ave. Access will be controlled with gates, though EMS, fire, and law enforcement will have the necessary codes for access.

DEVELOPER shall be responsible for the following improvements...

2. Sanitary Sewer. Developer Tracts shall be served by City of Laurel sewer lines located within undeveloped alleys in Blocks 6 and 7 of Nutting Bros. subdivision, and will comply with DEQ and City standards and requirements.
3. Water. Developer Tracts shall be served by City of Laurel water lines located within the Fir Ave. and Juniper Ave. rights-of-way, and the undeveloped 7th St. right-of-way, and will comply with DEQ and City standards and requirements.
4. Storm Drain. Developer Tract shall be served by the City of Laurel storm drainage system, pursuant to DEQ and City standards and requirements.
5. Right-of-Way. DEVELOPER shall expand Fir Ave and Juniper Ave with curb/gutter and sidewalk as part of this development.
6. Future Intersection Contributions. DEVELOPER shall be required to make cash-in-lieu contributions toward the improvement costs associated with the future intersection improvements, as outlined in an approved Traffic Impact Study (TIS) at the time of subsequent subdivision.
7. Zoning. Developer Tracts are part of a PUD reviewed and approved pursuant to Chapter 17.32 Laurel Municipal Code.
8. Other Public Improvements. For any other improvements not specifically listed in this Agreement, the CITY shall rely on the attached Waiver of Right to Protest the Creation of Special Improvement Districts filed concurrently herewith, to insure the installation of any or all remaining public improvements. Said improvements shall include, but not be limited to, street construction and paving, curb, gutter, sidewalks, storm drainage, and street lighting. The attached Waiver, waiving the right to protest the creation of one or more Special Improvement Districts, by this reference is expressly incorporated herein and part hereof.
8. Compliance. Nothing herein shall be deemed to exempt the Developer Tracts from compliance with any current or future City laws, rules, regulations, or policies that are applicable to the development, redevelopment, or use of the subject property.

9. Runs with Land. The covenants, agreements, and all statements in this Agreement and in the incorporated and attached Waiver shall run with the land and shall be binding on the heirs, personal representatives, successors, and assigns of the respective parties.
10. Attorney's Fees. In the event it becomes necessary for either party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement or to give any notice required herein, then the prevailing party or the party giving notice shall be entitled to reasonable attorney fees and costs, including those fees and costs of in-house counsel.
11. Amendments and Modifications. Any amendments or modifications of this Agreement shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

“DEVELOPER”

BITTERROOT GROVE, LLC

By: _____

Title: _____

STATE OF MONTANA)

:ss

County of Yellowstone)

On this ____ day of _____, 20____, before me, a Notary Public in and for the State of Montana, personally appeared _____, known to me to be the person who signed the foregoing instrument as _____ of BITTERROOT GROVE, LLC, and who acknowledged to me that said DEVELOPER executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year hereinabove written.

Notary Public in and for the State of Montana

Printed name: _____

Residing at: _____

My commission expires: _____

This Agreement is hereby approved and accepted by City of Laurel, this ____ day of _____, 20____.

“CITY”

CITY OF LAUREL, MONTANA

By: _____
Mayor

Attest: _____
City Clerk

STATE OF MONTANA)
 :ss
County of Yellowstone)

On this _____ day of _____, 20____, before me, a Notary Public for the State of Montana, personally appeared _____, and _____, known to me to be the Mayor and City Clerk, respectively, of the City of Laurel, Montana, whose names are subscribed to the foregoing instrument in such capacity and acknowledged to me that they executed the same on behalf of the City of Laurel, Montana.

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

Approved as to Form:

City Attorney

Upon Recording Please Return to:

City of Laurel
P.O. Box 10
Laurel, Montana 59044

Waiver of Right to Protest

FOR VALUABLE CONSIDERATION, the undersigned, being the owner and/or subdivider, in addition to all future owners of the hereinafter described real property, do hereby waive the right to protest the formation of one or more special improvement district(s) for the construction of streets, street widening, street maintenance, sidewalks, curb and gutter, sanitary sewer lines, water lines, storm water and drains (either within or outside the area), street lights, street light maintenance, parks and park maintenance, and other improvements incident to the above which the City of Laurel may require.

This Waiver and Agreement is independent from all other agreements and is supported with sufficient independent consideration to which the undersigned are parties, and shall run with the land and shall be binding upon the undersigned, their successors and assigns, and the same shall be recorded in the office of the County Clerk and Recorder of Yellowstone County, Montana. Pursuant to *MCA §76-3-608(7)*, this Waiver and Agreement shall expire 20 years after the final subdivision plat is recorded with the Yellowstone County Clerk and Recorder.

The real property hereinabove mentioned is more particularly described as follows:

NUTTING BROS. SUBDIVISION, BLOCK 6, LOTS 1-12, AND BLOCK 7, LOTS 1-12,
AND ABANDONED POTION OF HAZEL AVENUE BETWEEN BLOCKS 6 AND 7

Signed and dated this ____ day of _____, 20__.
Subdivider/Owner

WAIVER-1

By: _____
Its: _____

STATE OF MONTANA)

: ss

County of Yellowstone)

On this ____ day of _____, 20__, before me, a Notary Public in and for the State of Montana, personally appeared _____, known to me to be the _____ of BITTERROOT GROVE, LLC, the person who executed the forgoing instrument and acknowledged to me that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year hereinabove written.

Notary Public in and for the State of Montana

Printed name: _____

Residing in _____, Montana

My commission expires: _____

WAIVER-2



INSTRUCTIONS

CITY-COUNTY PLANNING VARIANCE REQUEST

These application instructions cover appeals from decisions of the Planning Department (and sometimes other officials) and for requests for variances concerning setbacks, structures, heights, lot coverage, etc.

This application form is supplied by the City and must be returned to the City.

The following is a list of information required for submittal to be considered complete.

1. It is mandatory that you meet with the City Planner prior to applying. The City Planner will provide you with a map of the property owners within 300' that you must have certified by a title company.
2. Provide a plot plan drawn to scale on paper not larger than 11"x17" which includes all existing and proposed structures and proposed variance measurements.
3. A set of three mailing labels for each surrounding property owner within the 300 feet.
4. A detailed justification referring to the Laurel Municipal Code Chapter 17.60.020.
5. Application, with fee (\$550 for residential; \$1,100 for commercial), must be made on or before the first day of the month prior to the month it will appear before the Laurel City-County Planning Board.

The public hearing before the City-County Planning Board is held on the 3rd Wednesday of the month at 5:35PM. in the City Council Chambers at 115 W. 1st Street, Laurel. **Applicant or Applicant Representative must be present at the meeting.**

The Laurel City-County Planning Board makes a recommendation to the City Council. The City Council will review the application at Council Workshop and then make a decision on the Council agenda.



Laurel Variance Request Application

This application covers appeals from decisions of the Planning Department (and sometimes other officials) and for requests for variances concerning setbacks, structures, heights, lot coverage, etc.

The undersigned owner or agent of the owner of the following described property requests a variance to the Zoning Ordinances of the City of Laurel as outlined by the laws of the State of Montana.

1. Name of property owner: Bitterroot Group, LLC (Darrell Dyer)
2. Name of Applicant if different from above: Darrell Dyer
3. Phone number of Applicant: _____
4. Street address and general location: South of 8th St, between Fir Ave and Juniper Ave.
5. Legal description of the property: Nutting Bros. Subdivision, Block 6, Lots 1-12, and Block 7, Lots 1-12, and abandoned portion of Hazel Avenue between Blocks 6 and 7
6. Current Zoning: R-200. Annexation and PUD requested as well
7. Provide a copy of covenants or deed restrictions on property.

I understand that the filing fee accompanying this application is not refundable, that it pays part of the cost of process, and that the fee does not constitute a payment for a variance. I also understand I or my agent must appear at the hearing of this request before the Planning Board and all of the information presented by me is true and correct to the best of my knowledge.

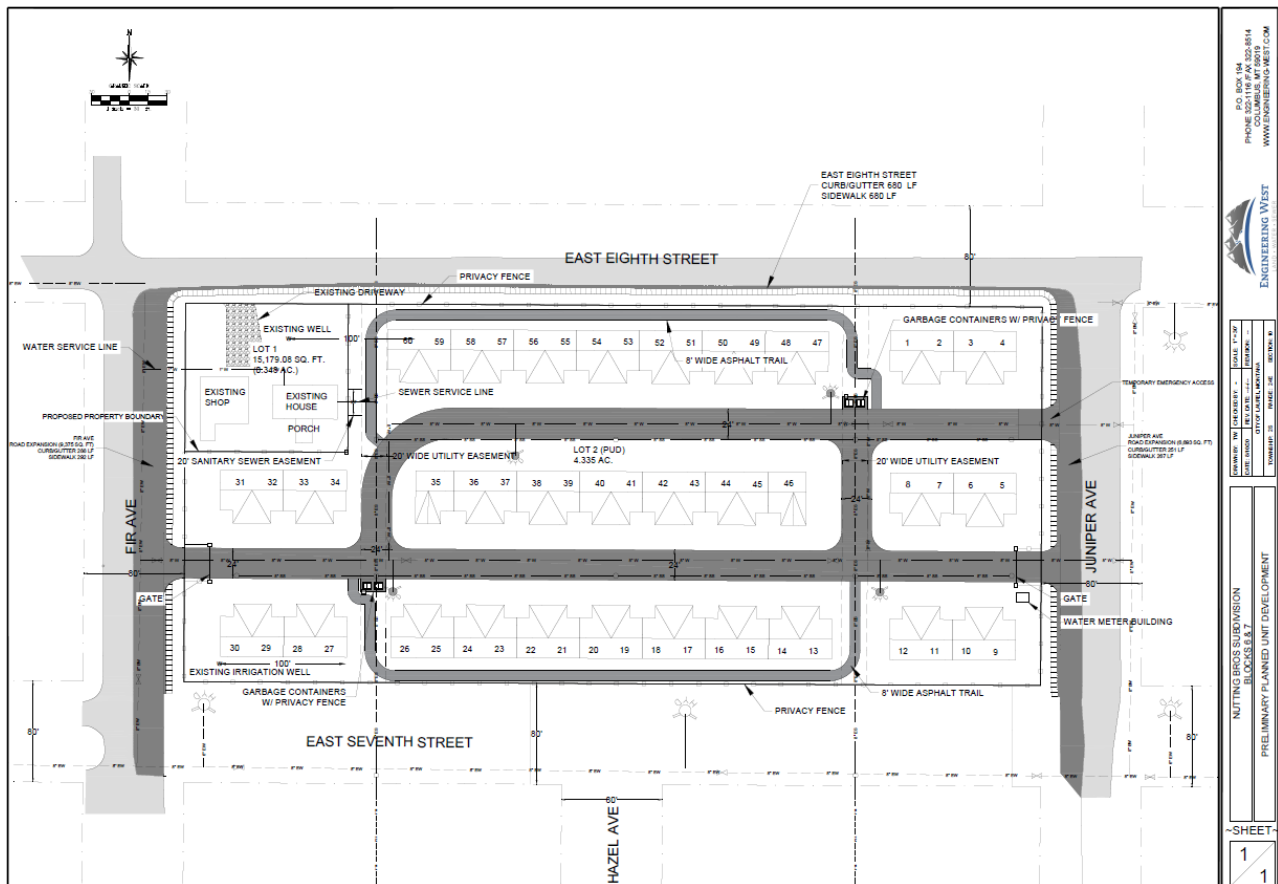
Signature of Applicant: _____

Date of Submittal: _____

VARIANCE REQUEST AND JUSTIFICATION

BITTERROOT GROVE TOWNHOMES PLANNED UNIT DEVELOPMENT DARRELL DYER

NUTTING BROS. SUBDIVISION BLOCKS 6 & 7, PLUS ABANDONED PORTION OF HAZEL AVE. LAUREL, MONTANA



MARCH 2021

Summary

The Bitterroot Group, LLC (Darrel Dyer), intends to create a 60-unit townhome development (Bitterroot Grove Townhomes) in Laurel, MT, on the south side of Eighth Street, between Fir Avenue and Juniper Ave. The development will utilize the Planned Unit Development (PUD) process, as outlined in the Laurel Municipal Code (LMC), Section 17.32.

The property is currently outside of Laurel city limits, and annexation has been requested. The property was split by an undeveloped portion of Hazel Ave, but abandonment has been conditionally approved by Yellowstone County. As a condition of approval for the Hazel Ave. abandonment, the landowner will resurvey the property to aggregate the property, as shown on the site plan.



Aerial of Site

Variance Request

Section 17.32.050(E) of the LMC requires PUDs have a minimum size of five acres. This request is to allow a variance to that requirement, allowing this 4.68-acre site to be reviewed as a PUD. The project area consists of two entire city blocks, plenty of area for a development of this type. The abandonment of Hazel Ave., as previously discussed, provides some more area, but to meet the five acre requirement, the alleys in Blocks 6 and 7 would have to be abandoned, as well as a portion of Seventh Street. There are existing utilities in these alleys and street rights of way, as well as a ditch

easement in the street right of way. It is the desire of the landowner to keep these utility lines intact and operational, not only for existing users but for this development as well. It is understood that the City also prefers to not abandon the alleys or 7th St.

Justification for Granting of the Variance

The granting of this variance is necessary to allow this townhome PUD development to move forward under the criteria set forth in the LMC. Allowing this development to be approximately 1/3 of an acre smaller than the required PUD size is an insignificant reduction and allows this land to be developed in a desirable manner.

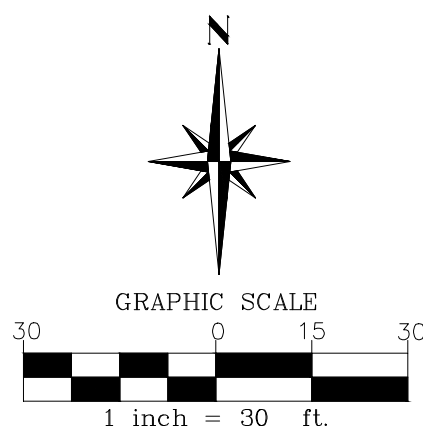
The granting of this variance is special and peculiar to this property and this application. The landowner owns nearly enough property to meet the required size, and additional land acquisition would be undesirable due to the presence of City-owned utilities and streets.

The basis for this variance request is not related to financial gain or loss of the landowner. This request simply allows for the PUD review process to be utilized for this development.

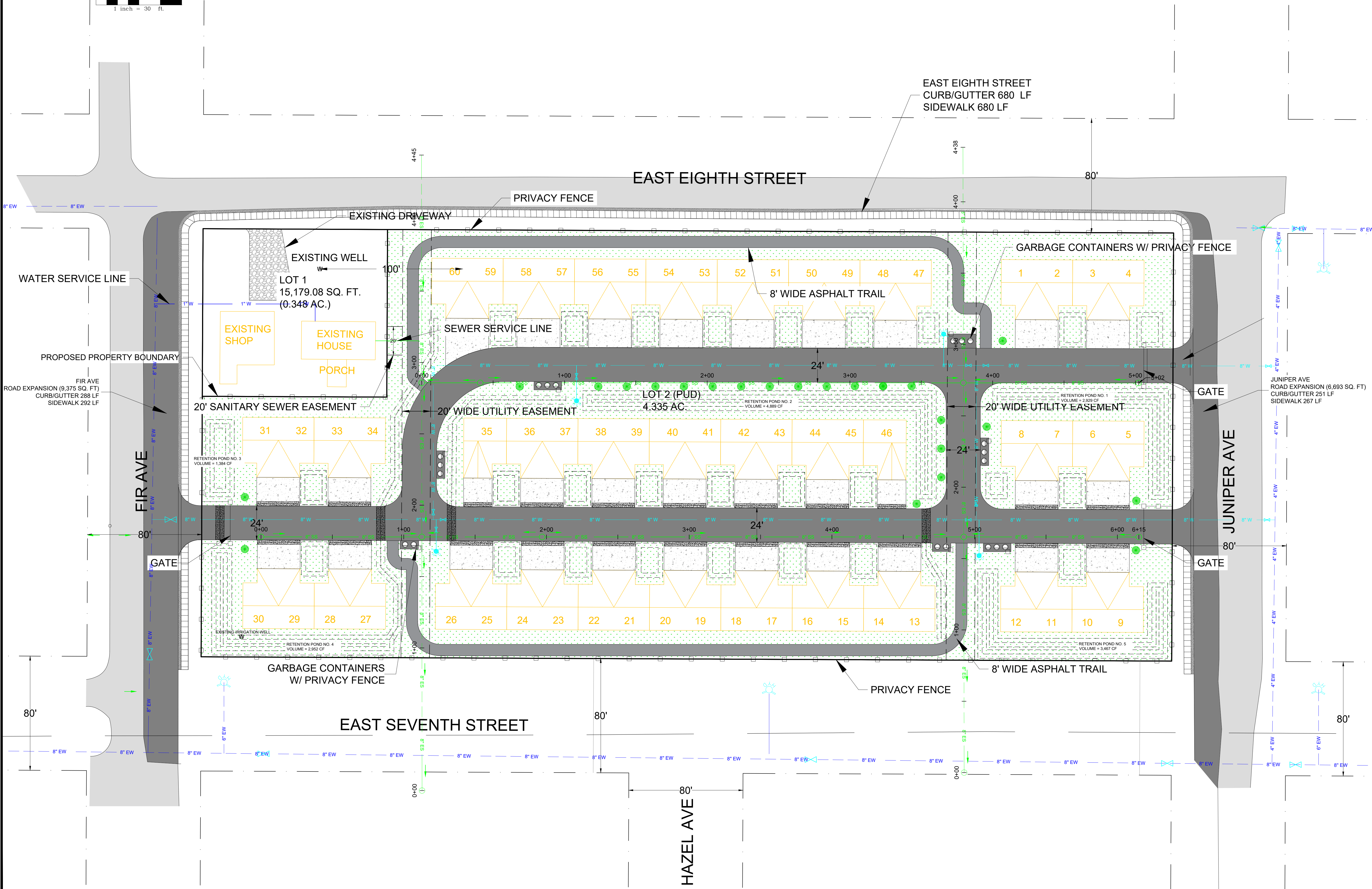
The hardship was not created by the applicant. In fact, the landowner has taken steps, such as the abandonment of Hazel Ave., to come as close as possible to meeting the size requirement.

This granting of this variance would be within the intent and purpose of the LMC, and would allow for an attractive development of the site.

The granting of this variance will not adversely impact or injure others. It is limited to this property, which is completely surrounded by City streets and rights of way. Existing utilities and infrastructure will be utilized and expanded as a result of this development.



OPEN SPACE (37% OF AREA)
 LANDSCAPED AREA : 1.42 AC. (61,802 SQ. FT)
 PAVED WALKING TRAIL: 0.20 AC. (8,703 SQ. FT)

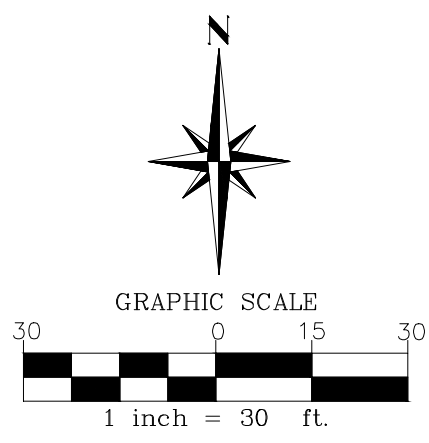


P.O. BOX 194
 PHONE 322-1116 / FAX 322-8514
 COLUMBUS, MT 59019
 WWW.ENGINEERING-WEST.COM



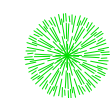
DRAWN BY: TW	CHECKED BY: --	SCALE: 1" = 30'
DATE: 5/17/21	REV. DATE: --/--	REVISION: --
CITY OF LAUREL, MONTANA		
TOWNSHIP: 2S	RANGE: 24E	SECTION: 10

BITTERROOT GROVE TOWNHOMES
 PLANNED UNIT DEVELOPMENT

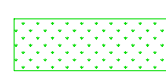


LANDSCAPED LEGEND

CHERRY TREE



LANDSCAPED GRASS



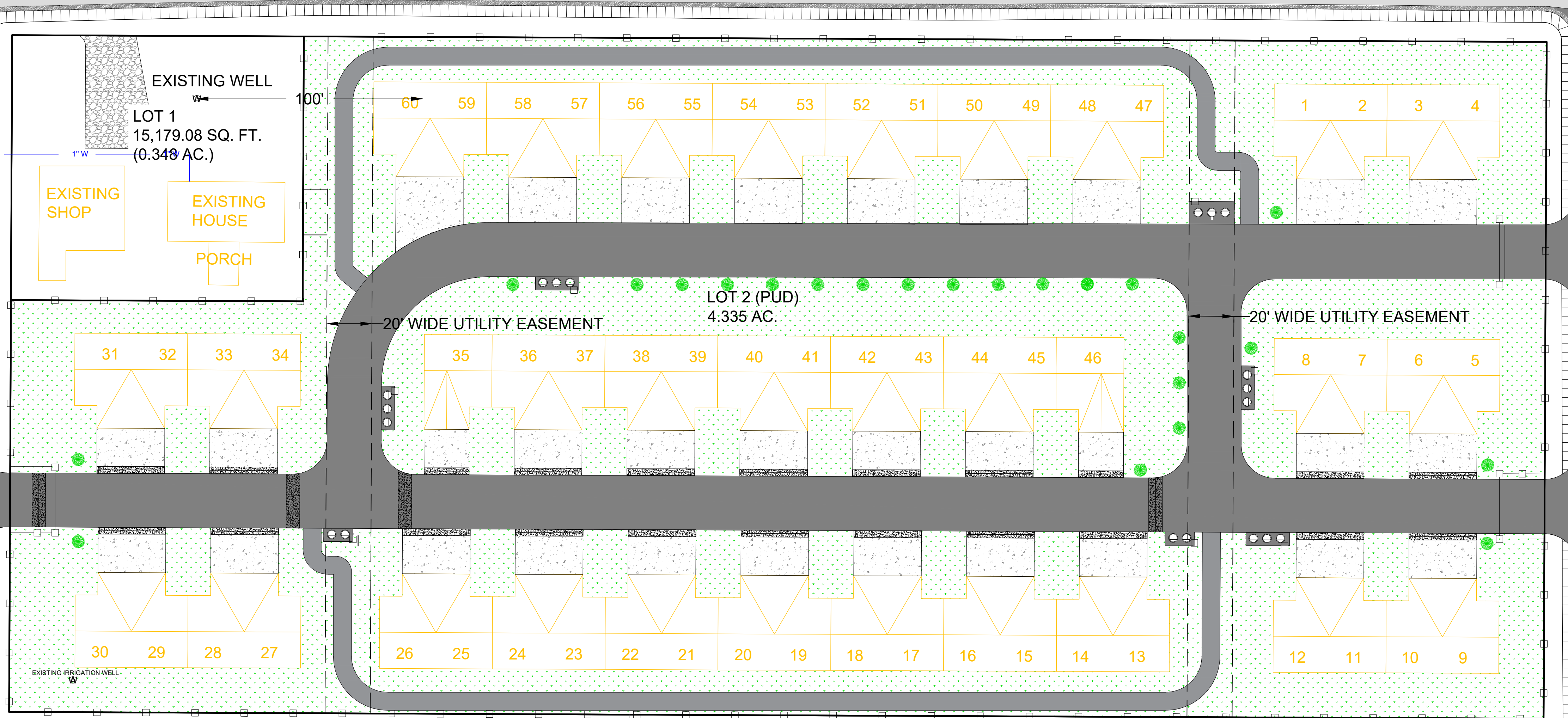
EAST EIGHTH STREET

FIR AVE

JUNIPER AVE

EAST SEVENTH STREET

HAZEL AVE



P.O. BOX 194
 PHONE 322-1116 / FAX 322-8514
 COLUMBUS, MT 59019
 WWW.ENGINEERING-WEST.COM



DRAWN BY: TW	CHECKED BY: --	SCALE: 1" = 30'	REVISION: --
DATE: 5/17/21	REV. DATE: --/--	CITY OF LAUREL, MONTANA	
TOWNSHIP: 2S	RANGE: 24E	SECTION: 10	

BITTERROOT GROVE TOWNHOMES
 PLANNED UNIT DEVELOPMENT
 LANDSCAPE PLAN

Return To:
Darrell Dyer
112 3rd Ave
Laurel, MT 59044

BYLAWS OF BITTERROOT GROVE TOWNHOMES ASSOCIATION
A 55 AND OLDER COMMUNITY

1. APPLICABILITY OF BYLAWS.

The provisions of these Bylaws are applicable to The BITTERROOT GROVE which has been submitted to the provisions of the Montana Unit Ownership Act pursuant to the Declaration of Unit Ownership for said TOWNHOMES. BITTERROOT GROVE is located upon the following described real property located in Billings, Yellowstone County,

Montana:

NEW PLAT WITH NEW LEGAL TO BE RECORDED AND THAT LEGAL INSERTED
HERE LAUREL MONTANA NUTTING BROS SUBDIVISION

All present or future owners, tenants, or any other person who might use the facilities of the above-described property in any manner, are subject to the provisions of these Bylaws. The acquisition, rental, or occupancy of any of the units will signify that these Bylaws are accepted, ratified, and will be complied with.

2. MEMBERSHIP MEETINGS AND VOTING.

(a) Membership. Each unit owner shall be a member of BITTERROOT GROVE HOA, hereinafter called "the Association". However, if the ownership of any unit is vested in more than one person, and while each such owner shall be a member, the co-owners or joint owners of the unit shall be deemed to be one member for the purpose of voting and the determination of any required quorum. Developer shall be deemed the owner of each unit not yet sold, and shall have one vote for each such unit.

(b) Ownership. Ownership shall be determined according to the records of

THESE BYLAWS PROVIDE FOR BINDING ARBITRATION OF DISPUTES
the Clerk and Recorder of Yellowstone County, Montana, except that a personal representative, conservator, or trustee shall be deemed to be the owner of any unit owned or held by him or her in such capacity, whether or not the same shall have been transferred to his or her name by a duly recorded conveyance. Owners shall also include those purchasing units under purchase contracts

and who have an equitable interest in the unit as disclosed by the public record in the office of the Yellowstone County Clerk and Recorder, and in such an event, the equitable owner shall be considered as the only owner of such unit. Tenants shall be deemed to be owners only if the record owner has complied with the provisions of Section

70-23-102(16), MCA.

Cc) Voting. The owners of each unit shall be entitled to one vote per unit and the vote for any unit owned by more than one person shall be exercised as such co-owners may among themselves determine. Whenever a unit is owned by two or more persons, any one of such owners may vote in the absence of protest by the other or others. Votes may be cast in person or by proxy.

(d) **Proxies.** Proxies may be made by any person entitled to vote. They shall be valid only for the particular meeting designated and must be filed with the Secretary on or before the appointed time of the meeting.

Ce) Annual and Special Meetings. The annual meeting of the Association shall be held on the first ____ of ____ of every year at ____ p.m. Additional regular and special meetings of the Association may be held at such times and places as shall be agreed upon by the unit owners. Notice of all meetings shall be given to each member personally or by mail, telephone, e-mail, or facsimile at least 10 days prior to the day named for such meeting. The presence, in person or by proxy, of owners of a majority of the units at such meetings of the Association shall be required for the transaction of any business by the Association.

The agenda for the annual meeting shall include the following:

- (1) Determination of quorum;
- (2) Approval of minutes of last annual meeting;
- (3) Presentation of financial report for past year and budget for coming year;
- (4) Report Board opinion of adequacy of limits on insurance coverage;
- (5) Election of Directors;
- (6) Appointment of Arbitrator, as provided below;
- (7) Old business, if any; and
- (8) New business.

Meetings shall be conducted in accordance with Roberts Rules of Order.

(f) **Arbitrator.** At each annual meeting, the owners shall mutually agree upon and appoint one person who is not a member to serve as Arbitrator for the Board and members for the coming year. In the event of a dispute or disagreement between the directors and members or between two or more members which cannot otherwise be resolved without a lawsuit, except non-payment of assessments, or other monies owed the Association the issue shall be presented to the Arbitrator and the decision of the Arbitrator shall be binding upon the Association, its members, and its Board of Directors. The Arbitrator shall be paid a reasonable amount for the arbitration services. If an Arbitrator is not selected by the members, one or more Arbitrators shall be appointed in the manner provided by the Montana Uniform Arbitration Act, or any successor to that Act. Claims of non-payment of assessments or other monies owed the Association and foreclosure of a lien for unpaid assessments or monies owed the Association are ~ subject to binding arbitration.

(g) **Manner of Obtaining Approval of Unit Owners.** Approval of all decisions and resolutions of the Association which require the approval of unit owners may be obtained by vote at an annual or special meeting, or by written ballot or petition, circulated among the owners.

3. **BOARD OF DIRECTORS.**

(a) **Number of Directors.** The affairs of the Association shall be governed by a Board of Directors composed of three owners. Directors shall be elected by the members, provided, however, that _____ shall serve as one of the three elected Directors until all units are sold by the Developers. After sale of all units, the number of Directors may be increased upon affirmative vote of 75% of the members entitled to vote.

(b) **Term of Office.** Two Directors shall be elected at the first annual meeting of the Association for a one year term. _____, of _____, shall serve as the remaining Director for a two year term of office. Thereafter, the term of office of each Director shall be for two years, subject to the requirement that _____ must be one of these three Directors until sale of all units.

(c) **Nomination ~ Election.** Except as otherwise provided above, candidates for vacant Director positions shall be nominated from the floor at each

3

annual meeting. Each unit owner shall be entitled to one vote for each vacancy in the Board of Directors; cumulative voting shall be permitted. If votes are cast by the owners of a majority of the units, the candidate(s) receiving the greatest number of votes shall serve for the term. If a quorum cannot be obtained for an annual meeting, the existing Directors shall continue to serve until the next annual or special meeting is held and new Directors are elected, or as an alternative, the existing Directors may contact members to determine who is willing to serve as a Director, and deliver a written ballot to all owners for voting. The ballot shall include the names of all owners willing to serve for the term(s) to be filled.

Cd) QUALIFICATIONS OF Directors. Directors must be members of the Association, or, in the case of partnerships, LLCs, LLPs and corporate members, a designated representative of the corporate member, partnership, LLP or LLC.

Ce) Compensation. No compensation shall be paid to Directors for their services as Directors unless salaries for Directors are approved by vote of one owner of each unit. However, Directors shall be reimbursed for actual expenses incurred in the performance of their duties.

(f) Meetings. Regular and special meetings of the Board of Directors may be held at such times and places as shall be determined by the Directors. Notice of such meetings shall be given by the Secretary to each Director and to the Treasurer and President of the Association, personally or by mail, telephone, facsimile, or e-mail at least three days prior to the day named for such meeting. If notice is given by e-mail, the Association shall maintain a record of all e-mails sent. A majority of the Directors shall be needed for a quorum and any action by the Board shall require approval of a majority of the Directors present at the meeting. Directors may have telephone meetings so long as all Directors are present or are given the opportunity to be present, and so long as each Director is able to speak to and be heard by the others. Unless otherwise agreed by all Directors, meetings of Directors shall be conducted in accordance with Roberts Rules of Order. In any event, all Directors shall be given an opportunity to briefly speak without repeated interruptions, and formal votes shall be taken and recorded. Information concerning major actions by the Board shall be promptly disseminated to all members of the Association in a manner to be determined by the Board. Owners may attend Board meetings, but their participation in the meetings may be limited to the extent determined by the Directors present at the meeting.

(g) Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do

4

all acts and things as are not by law, the Declaration, or these Bylaws directed to be exercised by the members. In addition, the Board of Directors shall have the following powers and duties:

- (1) To enforce the provisions of the Declaration of Unit Ownership and these Bylaws by appropriate action.
- (2) To determine the amount of assessments payable by the unit owners for common expenses and to allocate and assess said expenses among unit owners in proportion to their respective interests in the common elements. Assessments shall include reasonable reserve funds. The Board shall have the authority to invest reserve funds in any manner not inconsistent with the needs of the Association.
- (3) In its discretion, to impose special assessments for approved capital expenses and for emergencies as they are incurred.

- (4) To send written notice of any change in the regular assessments and written notice of any special assessment to each owner at least 30 days before its due date.
 - (5) To record and foreclose a lien against any unit for unpaid assessments or other monies owed the Association by an owner or to bring an action at law against the owner personally obligated to pay the same.
 - (6) To adopt a schedule of late payment fees, with consent of 75% of the members entitled to vote.
 - (7) To issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.
 - (8) With consent of a majority of the unit owners, to adopt a schedule of fines for violation of the Declaration, these Bylaws, or the duly adopted rules and regulations of the Association.
 - (9) To cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.
 - (10) To procure and maintain insurance required or authorized to be purchased by the Association.
 - (11) To pay all debts of the Association.
 - (12) To grant and accept easements, permits, and licenses on behalf of all unit owners, as necessary for the proper operation of the project.
 - (13) To rent or lease the basement apartment, collect the rents, terminate the leases or rental agreements and take all usual actions of a landlord as permitted by the Montana Landlord-Tenant Act.
- 5
- (14) To authorize occupancy of the basement apartment, rent free, to a manager or caretaker employed by the Association.
 - (14) To contract for repairs, maintenance, alterations, additions, and improvements which are the obligation of the Association.
 - (15) Upon written request from any person, agency or corporation having an interest or prospective interest in a unit, to prepare and furnish within a reasonable time an audited financial statement of the Association for the immediately preceding tax year, at the requesting party's expense. The Board shall require that audit

expenses be paid in advance of beginning the audit.

- (16) To review and approve or disapprove all requests from unit owners for consent to modify, alter, or add to any limited or general common element, and to remove or replace any unapproved modifications or additions at the expense of the offending unit owner.
- (17) To file annual corporate reports with the Montana Secretary of State and to pay the required fee.
- (18) To prepare income tax returns for the Association, if required by state or federal law, and to pay all taxes owed.
- (19) To provide any notices required by these Bylaws or the Declaration of Unit Ownership for The Terrace.
- (20) In its discretion, to delegate any of the above-mentioned powers and duties to one or more officers or employees of the Association or to an independent contractor or agent.
- (21) To engage the services of a paid manager, managing agent or caretaker. If the Board hires a professional management agent, the contract with that agent must permit termination of the contract by either party, without penalty, after 90 day advance notice of termination is given.
- (22) To supervise all officers, agents, and employees of the Association to ensure that they properly perform their duties.

(h) Directors as Agent and Attorney-in-Fact for Unit Owners. The Board of Directors is hereby irrevocably appointed as agent and attorney-in-fact for the unit owners of all of the units and for each of them to manage, control, and deal with the interests of such unit owners in the common elements, including the exterior of the building as necessary to permit the Board of Directors to fulfill all of its powers, rights, functions, and duties.

The Board of Directors is hereby irrevocably appointed as agent and attorney-in-fact for each unit owner, each mortgagee, other named insureds, and their beneficiaries, and any other holder of a lien or other interest in the

6

PUD TOWNHOME PROPERTY or the property to:

- (1) Adjust and settle all claims arising under insurance policies purchased by the Board of Directors;
- (2) Execute and deliver releases upon the payment of claims; and

- (3) Act on their behalf in any condemnation proceeding or act of eminent domain.

The mortgagee and guarantor of the mortgage on any unit shall have the right to timely written notice of any condemnation or casualty loss that affects a material portion of the project or the unit securing its mortgage.

Ci) Resignation and Removal of Directors. Any Director, except _____, may be removed from office by the majority vote of the unit owners. In the event of resignation or removal of a Director, the vacancy shall be filled at a special meeting of the unit owners or by written ballot circulated among the owners in the manner provided for the election of Directors, with the person so elected serving the balance of the unexpired term.

4. OFFICERS.

(a) Board Elects Officers. The Board of Directors shall annually elect a President, a Secretary, and a Treasurer. The Board in its discretion may also elect a Vice-President. No two offices may be held by the same person except the offices of Secretary and Treasurer. The officers of the Association shall hold office at the pleasure of the Board and may be removed by the Board, with or without cause. In the event of a vacancy, the Board shall elect a successor at any regular meeting or at any special meeting called for such purpose. _____ shall serve as interim President and Secretary respectively until the first annual meeting of the Association.

Cb) Qualifications of Officers. Directors may also serve as officers but are not required to do so. Officers may be Directors, other members of the Association, or persons who are not members.

(c) Duties. The President shall preside at all meetings of the Association and of the Board of Directors, shall supervise the affairs of the Association and its officers, shall have all of the powers and duties usually vested in the office of President and shall also perform such other duties as from time to time may be imposed by the Board of Directors. The Vice-President, if any, shall act in the place of the President, and shall have such other duties as may be assigned by the Board of Directors. The Secretary shall keep all books and records of the Association and

7

the Board of Directors and record all minutes of meetings of both, shall keep a record of all members of the Association, and shall serve all required notices. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate itemized accounts of all receipts and disbursements in books belonging to the Association, in chronological order. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors. All checks over \$500.00 must be signed by two officers. Officers signing checks must be members of the Association. If the Association hires a manager, some of the duties may be delegated to the manager. However, the manager shall not have the right to sign checks.

(d) Compensation. Any officer may be compensated, in a reasonable amount, as determined by the Board of Directors.

5. LIABILITY OF OFFICERS AND DIRECTORS.

The Officers and Directors of the Association shall not be liable to the Association or any unit owner for any mistake of judgment, negligent or otherwise, except for their own individual willful misconduct or bad faith. Except to the extent that such damages and expenses are satisfied by Officer's and Director's liability insurance, the Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by reason of the fact that the person is or was an officer or director of the Association against damages and expenses, including attorney fees, judgments, fines and amounts paid in settlement incurred by the person in connection with such action, suit or proceeding, if the officer or director acted in good faith and in a manner the officer or director reasonably believed to be in, or not opposed to, the best interest of the Association. If not satisfied by insurance proceeds, such damages and expenses shall be a common expense.

6. INSPECTION OF RECORDS.

The books, records, and papers of the Association and a copy of the current Declaration of Unit Ownership, Bylaws, Articles of Incorporation, and rules and regulations, if any, for BITTEERROOT GROVE, shall be open for inspection by any unit owner and by holders, insurers, and guarantors of first mortgages on units at any reasonable time, after reasonable notice to the Secretary.

7. EMERGENCY ACCESS.

Directors and their manager, if any, shall have the right to enter any unit in case of an emergency originating in or threatening such unit whether or not the owner or occupant is present at the time.

8. INSURANCE.

(a) Except as otherwise provided in subsection (k) below, the Board of Directors shall insure all common element improvements, including every part of the building and all fixtures attached or affixed to any part of the building by screws, nails, glue, cement or other building material, against loss or damage by fire and other casualty in an amount representing the full insurable value thereof, less a deductible in an amount to be determined by the Board. Such insurance shall be "all-in" coverage. Works of art or purely decorative items normally not considered to be part of the real estate when A TOWNHOME unit is sold are not fixtures, even though temporarily attached to a wall with nails or screws.

(b) The Board of Directors shall purchase public liability and property damage insurance, insuring the Association and the unit owners for liability for personal injuries to, or the death of, any person, or damage to property resulting from the ownership, use, or occupancy of the

common areas, with policy limits to be determined by the Board, but no less than \$1,000,000.00 per occurrence and \$2,000,000.00 per aggregate.

(c) The Board of Directors shall purchase fidelity insurance coverage for all persons handling Association monies, naming the Association as insured, in an amount equal to the maximum funds held by the Association. If the Board employs a management agent, the agent must have its own fidelity insurance policy providing the same coverage required above.

(d) The Board shall purchase Officer's and Director's liability insurance covering each member of the Board and each officer of the Association; the amount of coverage shall be determined by the Board.

(e) The cost of all insurance purchased by the Association shall be a part of the common expense.

(f) All insurance policies shall be issued by an "A" rated or better company approved by FNMA; Directors shall seek to obtain the best insurance value, considering the coverage, the price, the financial stability of the insurer, and the history of the insurer in promptly and properly handling claims.

(g) In the event of a loss exceeding one thousand dollars (\$1,000.00), all Association insurance proceeds shall be paid to the Board of Directors as trustee for disbursement.

(h) Each policy shall contain a standard mortgagee clause in favor of each mortgagee or trust indenture beneficiary, or contract of sale endorsements in favor of the contract sellers of any units and shall require the insurer to notify the Association, each unit owner, and each first mortgage holder, in writing, of any lapse, cancellation or substantial change to the policy at least ten days prior to the date on which such cancellation or change takes effect. Duplicate originals of all new insurance policies and of all policy renewals, together with proof of payment of premiums, shall be delivered to all mortgagees and contract sellers of units at least ten days prior to expiration of the current policies. THIS IS A 55 AND OLDER COMMUNITY THE ASSOCIATION MUST APPROVE ALL SALES TO ENSURE THE AGE RESTRICTIONS ARE MAINTAINED.

(i) The Board of Directors shall annually review the adequacy of limits of coverage of insurance policies, shall obtain an appraisal from an insurance company or other knowledgeable person or business of the full replacement value of the covered improvements, without deduction of depreciation, for the purpose of determining the amount of property insurance required under this section, and report its findings and opinion regarding insurance to the membership of the Association at its annual meeting.

(j) Insurance policies shall contain waivers of subrogation and waivers of any defense based on co-insurance or of invalidity arising from any acts of the insured.

(k) Unit owners shall not be prohibited from carrying other insurance for their own benefit provided that all policies shall contain waivers of subrogation and provided that the

liability of the carriers issuing insurance obtained by the Board of Directors shall not be affected or diminished by reason of any such additional insurance carried by any unit owner. Insurance purchased by the Association shall not cover personal items, such as furniture or clothing inside the units. Owners must insure their personal property and obtain liability insurance to cover injury or damage occurring within their unit if they wish such insurance coverage. If any major improvements are made to the interior of a unit after initial purchase of the unit, those improvements (betterments) must be insured for fire or other casualty on the owner's personal insurance policy if the owner wishes to have insurance. Insurance on such betterments will not be purchased by the Association. Replacement of worn fixtures or equipment with similar new ones shall not be deemed a betterment.

(1) Insurance payments for a fire or other property loss insured by the Association shall be applied by the trustee to repair or replacement of the damaged property. In the event of loss to one or more but not all units, any amount needed to repair or replace the unit, in excess of insurance payments, shall be paid by the owner of that unit. If insurance proceeds exceed the replacement cost of the units, excess proceeds shall be credited to the accounts of all unit owners.

(m) The Association shall pay, as a common expense, the deductible amount for any property loss insured by the Association if the damage is only to the common elements. In all other cases, owners of the damaged units shall pay the deductible in proportion to the amount of the loss to each damaged unit reported on the insurance claim.

9. PROPERTY LOSS.

Property damaged by fire or other casualty must be repaired or rebuilt unless there is a total loss of all units, all unit owners agree not to rebuild, and there is agreement not to rebuild by mortgagees that represent at least 51% of the votes of the units that are subject to mortgages. Insurance payments for a property loss insured by the Association shall be applied by the Board, or its designated trustee, to repair or replacement of the damaged property except in the event of a total loss of all units and a decision not to rebuild. Units which are repaired or replaced after casualty shall conform in style, quality, and appearance to the unit as it existed prior to the casualty.

10. ASSESSMENTS FOR COMMON EXPENSES.

(a) When Assessments Begin. The owner of each completed unit shall be obligated to pay monthly and special assessments for common expenses beginning on the 1st day of the month following sale of the first unit by Developer.

(b) Amount. Prior to the annual meeting, the Board of Directors shall prepare an Association budget for the coming year. A copy of that budget, together with a statement of the amount of each monthly assessment for the coming year, shall be delivered to each unit owner at least one week before the annual meeting. Each monthly assessment shall equal the total estimated common expenses for the coming year, plus a reasonable reserve allowance for replacement of improvements, divided by twelve, multiplied by the percent of undivided interest in the common elements for the assessed unit. Assessments shall be due and payable on the first

day of each month. If an annual budget is not prepared as required, the monthly assessment due shall be equal to the amount of the monthly assessment for the previous year until changed by the Board of Directors. The regular monthly assessments may be changed by the Board at any time it determines that the change is necessary or advisable. Written notice of the amount of any changed monthly assessment shall be given to each unit owner at least 30 days in advance of the first payment due date for the assessment. Except for changes in the amount of the monthly assessments, no bills or other notices that monthly assessments are due need be given by the Association. Assessments must be based upon and computed by using the percentile interest that each unit owner has in the common elements.

Cc) Special Assessments. Special assessments may be made by the Board of Directors for capital improvements only upon an affirmative vote of ALL of the members entitled to vote. The Board may impose special assessments for unanticipated emergency expenses without a vote of the members.

(d) Interest and Late Fees. Assessments paid more than 10 days after the date when due shall bear interest at the rate of ten percent (12.0%) per annum from the date when due until paid; in addition, late paying owners shall be obligated to pay a late fee if a schedule of late payment fees has been adopted by the Board of Directors. All payments upon assessments shall be applied first to late fees, then to interest, and then to the earliest assessment due.

Ce) Record Keeping. All assessments collected by the Association may be commingled in a single fund from which shall be paid the expenses for which the assessments are made. Separate records of payments received shall be kept for each unit.

Cf) No Exemption from Payment. No unit owner is exempt from payment of any common expense by waiver of the use or enjoyment of those items paid for or by abandonment of the unit.

(g) Account Balance Transfers with Unit. No unit owner shall be entitled to receive the balance in that owner's assessment account upon sale of the owner's unit. The account balance shall pass with sale of the unit to the credit of the new unit owner. This provision shall not be deemed to prohibit a selling owner from collecting the balance of that owner's assessment account from a purchaser.

Ch) Remedies for Failure to Pay. The remedies for failure to pay assessments are set forth in the Declaration of Unit Ownership.

II. MAINTENANCE OF UNITS AND COMMON ELEMENTS.

Ca) Unit Owner Responsibilities. Every unit owner shall be responsible for all maintenance of and repairs to the owner's unit, for replacement of broken glass in the unit. Each owner shall be responsible for all damages to the other units adjoining caused or to the common elements resulting from failure to effect such maintenance and repair. Each unit owner shall be responsible for paying all taxes and assessments on his or her unit and for payment for all utilities provided to the unit, except water and sewer. All utility lines and pipes, fixtures, and

equipment serving only one unit shall be maintained, replaced, and kept in good repair by the unit owner.

All maintenance and repairs for which an owner is responsible shall be paid for by the owner. [In the event an owner or tenant fails or refuses to provide adequate maintenance or repairs, the Association may, after ten day advance written notice to the owner, enter into the owner's unit and make the needed repairs or do the maintenance, and charge the actual cost of such repairs or maintenance to the unit owner. Any such costs shall be a lien on the unit on which repairs were made or maintenance was done, and if unpaid, may be foreclosed in the same manner as a lien for common expenses.

Each owner shall use a reasonably high standard of care in maintaining their individual unit so that BITTERROOT GROVE will reflect a high pride of ownership. The Board of Directors of BITTERROOT GROVE Association shall be the final authority in determining whether an owner is providing adequate maintenance.

Cb) Association Responsibilities. Except as otherwise provided above, the Association shall be responsible for any maintenance, repair, and replacement of common elements. The Association shall pay landscaping care, for snow removal from the STREETS and sidewalks, and for paving and striping as needed. The Association may employ personnel necessary for all required maintenance, upkeep, and repair. The Association shall use a reasonably high standard of care in providing such maintenance, management, and repair so that BITTERROOT GROVE will reflect a high pride of ownership.

12. RESTRICTIONS OF USE.

The following restrictions apply to use of all units and common areas:

(a) **Types of Uses Allowed.** The property shall be used only for residential purposes except that an owner may use a portion of the unit for an office so long as the activities therein shall not interfere with the quiet enjoyment or comfort of any other owner or occupant and provided the use complies with the applicable zoning ordinances of the City of Laurel. In addition, Developer shall have the right to maintain a sales office in the project until all units are sold.

(b) **Pets.** A maximum of one dog and one cat shall be permitted in each unit only if kept under the owner's control at all times. No pets shall be allowed to run loose on the common area. Owners shall be responsible for promptly cleaning up after their pets and for payment for any damage caused by their pets. Owners shall keep all pets on their property unless walking with a lease.

Any owner shall pay a fine, imposed by the Board, of \$50.00 for a second violation of any of these pet restrictions and a fine of \$100.00 for each violation thereafter. Such fines shall be a common expense, payable only by the offending unit owner. In addition, the Board may require an owner to permanently remove a pet from Bitterroot Grove property if the Board receives two bona fide complaints that the animal is a nuisance from one or more other owners within a six

month period. No reptiles shall be kept in any unit.

(c) **Nuisances.** No nuisances or unlawful activities shall be allowed on or within any unit or the common areas, nor shall any use or practice be allowed which interferes with the peaceful possession or allowed use of the property by others.

(d) **Alterations to Building and Common Elements.** Nothing shall be done in, on, or to any unit or in, on or to the limited or general common elements which will impair the structural integrity of the building. Except as otherwise provided herein, no unit owner or occupant shall erect or place any building or structure on any common area, add or remove landscaping, nor make any other additions or alterations to any common areas except in accordance with plans and specifications approved by the Board of Directors. If plans and specifications have not been approved in writing by the Board within 45 days after submission, they shall be deemed disapproved.

(e) **Antennas and Satellite Dishes.** No antennas or satellite dishes exceeding one meter in diameter or diagonal measurement, and no air-conditioning units, wiring, or any other device shall be installed on the exterior of the building or on common elements without prior written approval of the Board. Owners may install a small satellite dish or antenna not exceeding one meter in diameter or diagonal measurement on their terrace or on the roof of the building without prior approval of the BITTERROOT GROVE Board of Directors. The location of the satellite dish must comply with the ordinances of the City of Laurel..

(f) **Garbage.** All garbage and trash must be placed in the proper receptacles designated for refuse collection, and no garbage or trash shall be placed elsewhere on any common element.

(g) **Noise** Residents and their guests shall exercise care about making noise which may disturb other residents. No unit owner shall make or permit excessive noise between the hours of 11:00 p.m. and the following 7:00 a.m. if such noise shall disturb or annoy occupants of other units.

(h) **Parking.** Unit owners shall not park vehicles in such a manner as to block sidewalks or access to the street, or take up more than one parking space with a single vehicle, nor shall they permit any member of their family, guests, or tenants to do so. Junked or non-operational vehicles, boats and trailers, and motorhomes shall not be parked on common areas. Improperly parked vehicles may be removed at the owner's expense.

(i) **Blocking Access.** Owners shall not take or permit any occupant or guest to take any action which impairs pedestrian access to another unit or vehicle access to the parking area.

(j) **Fire Prevention.** No unit owner shall perform any act or store anything within a unit or on the common areas which might increase the rate of fire insurance for BITTERROOT GROVE or increase the probability of fire as a result of such act or the storage of such items.

(k) **Fines.** The Board of Directors is hereby authorized to adopt a schedule of fines for violation of any of the provisions contained in this Section and for violation of any additional

rules and regulations adopted by the Board pursuant to Section 13 below, and to assess such fines against all owners who violate these provisions.

The owner of each unit shall be responsible for fines resulting from the conduct of the occupants of the unit and their guests. In the event any owner, any occupant, or a guest of any occupant fails to abide by the provisions of this Section, or the rules and regulations adopted pursuant to Section 13 below, the Board shall be entitled to recover from the unit owner all costs and attorney fees incurred by it in compelling compliance, including collection of fines imposed for violations, with or without initiating arbitration or filing a lawsuit. If an owner wishes to dispute the imposition of a fine against that owner, the owner must submit the dispute to the Arbitrator within six weeks after receipt of written notice of the fine; failure of an owner to submit the dispute to arbitration within six weeks shall be deemed an admission that the fine was properly imposed by the Board. All fines shall be a lien on the unit of the owner against whom they are imposed, and if unpaid, the lien may be foreclosed in the same manner as a lien for common expenses.

13. RULES AND REGULATIONS.

Administrative rules and regulations concerning the use of the common elements may be promulgated and amended by the Board of Directors with the approval of *A majority of the members* entitled to vote.

A copy of the current rules and regulations shall be provided to each unit owner by the Secretary of the Association, without cost, upon receipt of a request

the ref or.

14. WORKING CAPITAL.

The Developer, as agent of the Board of Directors, shall collect from the initial purchaser of each unit, at the time of closing, an initial capital payment equal to the Buyer's prorata share of insurance for the year plus an amount equal to the amount of the regular monthly assessments for two months. The Developer shall be entitled to retain the Buyer's pro-rata share of insurance for the current premium period if Developer paid the premium for the unit sold for that period; otherwise, the premium shall be paid to the Association's insurance agent. The remainder of each initial capital payment collected from the buyers shall be delivered to the Board of Directors to provide the necessary working capital for the Association. Such funds may be used for certain prepaid items, including initial maintenance, equipment, supplies, organizational costs, furnishings for common areas, other start up costs, and such other purposes as the Board of Directors may determine. These funds may not be used by Developer to defray any of its expenses, construction costs, or other financial obligations, and shall NOT be considered to be prepayment of regular monthly assessments.

In addition, at closing, the Developer shall collect from the initial purchaser of each unit the Buyer's pro-rata share of the assessment for that month.

15. LIABILITY OF THE ASSOCIATION AND UNIT OWNERS.

The Association shall not be liable to any unit owner or any occupant of a unit for any failure to provide services paid for as a common expense or for any uninsured injury or damage to person or property caused by the elements or resulting from water, snow, or ice which may leak or flow from any portion of the common elements or from any pipe, drain, conduit, appliance, or equipment into a unit. The Association shall not be liable to any unit owner or any occupant of a unit for uninsured loss or damage, by theft or otherwise, of articles which may be stored upon any of the common elements. This shall not be deemed to be a waiver of any liability between unit owners. No diminution or abatement of any assessments shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the common elements or from any action taken by the Association to comply with any law, ordinance, or order or directive of any government authority. The Association shall not be liable to any unit owner or any occupant of a unit for uninsured injury or damage to person or property caused by another unit owner. Any such liability shall be attributed solely to the responsible unit owner. The Association shall not be liable to any unit owner or any occupant

16

of a unit for uninsured personal injuries or uninsured injuries to property occurring on common elements.

16. AMENDMENT.

(a) Prior to sale and closing of ___ units, these Bylaws may be amended by Developer. Each owner, by acceptance of a deed to any TOWNHOME shall be deemed to have approved any such amendment by Developer and to have granted to Developer the power, pursuant to Section 70-15-301, MCA, to make such amendments.

(b) These Bylaws may also be amended by the Association either in a duly constituted meeting called for such purpose or by written petition circulated among the owners. However, no amendment shall take effect without the approval of Developer until such time as all units have been sold by Developer. No amendment shall take effect unless approved by at least 75% of the unit owners entitled to vote and until a copy of the amendment, certified by the President and Secretary of the Association, is recorded in the office of the Clerk and Recorder of Yellowstone County, Montana. In all cases, however, the Bylaws shall always include those particulars required to be included therein by the Montana Unit Ownership Act.

(c) The consent of at least 51% percent of eligible mortgage holders shall be required for a change in any of the following:

(i) Changes in insurance requirements; and

(ii) Changes in any provisions which expressly benefit mortgage holders, insurers, or guarantors.

17. BYLAWS ARE COVENANTS.

The provisions of these Bylaws shall be covenants running with the land and shall be binding on all owners, their tenants, and guests for so long as the real property described herein is subject to the provisions of the Montana Unit Ownership Act.

18. ENFORCEMENT AND WAIVER.

These Bylaws may be enforced in the manner set forth in the Declaration of Unit Ownership for The Terrace, in these Bylaws or as otherwise authorized by Montana law. In the event the Board of Directors shall refuse or neglect to enforce the provisions of these Bylaws, the Declaration of Unit Ownership, or duly adopted rules and regulations, any unit owner shall have the right to do so.

Failure of the Association, its Board of Directors, or any of its members to enforce the provisions of these Bylaws or the Declaration of Unit Ownership of The

17

Terrace or any rules and regulations adopted by the Association shall not be deemed a waiver of the right to do so in the future.

The losing party in any lawsuit or arbitration proceeding brought to enforce these Bylaws or the Declaration or to foreclose a lien described in the Declaration or these Bylaws shall be obligated to pay the reasonable attorney fees incurred by the prevailing party, together with costs incurred in the lawsuit or arbitration proceeding. In the event the services of an attorney are used by the Association or its Board of Directors to enforce these Bylaws without filing a lawsuit or initiating arbitration, the party violating these Bylaws shall be obligated to pay the attorney fees incurred by the Association; the attorney fees shall be a lien on the unit of the violating owner. The lien may be enforced in the same manner as a lien for unpaid assessments for common expenses.

19. DEFINITIONS.

The terms used herein shall have the definitions set forth in the Declaration of Unit Ownership for BITTERROOT GROVE.

20. HEADINGS.

The headings used in these Bylaws are for convenience only and shall not be deemed to limit the provisions of these Bylaws.

21. NOTICE.

Except where otherwise provided in these Bylaws, any written notice required or provided for in these Bylaws or in the Declaration of Unit Ownership for BITTERROOT GROVE shall be hand-delivered or mailed to the last address provided by the owner to the Association. A notice sent by certified mail shall be deemed delivered three days after the date

when mailed, whether or not actually received by the owner to whom it was sent.

IN WITNESS W.FIEREOF, the undersigned, being the interim President and Secretary of the Association, have executed this instrument as evidence of the adoption of the aforesaid Bylaws by the Association and hereby certify that the foregoing is a true and correct copy of the Bylaws of the Association.

DATED this ____ day of _____, 2007.

BITTEERROOT GROVE HOMEOWNERS ASSOCIATION

By:

_____, President

By:

_____, Secretary-Treasurer

18

STATE OF MONTANA)

ss.

County of Yellowstone)

On this ____ day of _____, 2021, before me, the undersigned, a Notary Public for the State of Montana, personally appeared _____, known to me to be the President of BITTERROOT GROVE HOMEOWNERS ASSOCIATION, whose name is subscribed to the foregoing Bylaws and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(print or type name of notary)
Notary Public for the State of Montana
Residing at Billings, Montana
My Commission Expires ____ 200~

(seal)

STATE OF MONTANA)

ss.

County of Yellowstone)

On this ____ day of _____, 2007, before me, the undersigned, a Notary Public for the State of Montana, personally appeared KEN TOLLIVER, known to me to be the Secretary-Treasurer of THE TERRACE HOMEOWNERS

ASSOCIATION, whose name is subscribed to the foregoing Bylaws and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(seal)

(print or type name of notary)
Notary Public for the State of Montana
Residing at Billings, Montana
My Commission Expires ____200

Bitterroot Townhome PUD: Building Styles

The buildings within the Bitterroot Townhome PUD Development will be similar to the following examples. The development will include a variety of building styles to offer the development a certain amount of “personality” and to avoid the “cookie-cutter” appearance of tract housing.













**FORREST MANDEVILLE CONSULTING
PO BOX 337
COLUMBUS, MT 59019**

May 17, 2021

City of Laurel Planning Department
Nick Altonaga,
PO Box 10
Laurel, MT 59044

Re: Bitterroot Grove Townhomes

Dear Mr. Altonaga,

We are in receipt of your letter of May 7, 2021, requesting additional information prior to the May 19 public hearing on the Bitterroot Grove Townhome PUD. Requested information is attached and discussed below:

- **Draft Annexation Agreement.** Attached.
- **Landscaping Plan.** Attached.
- **Weed Management Plan.** A draft Weed Management Plan is attached.
- **Building/Construction Plans/Blueprints for Townhomes.** Pictures are attached showing examples of how the buildings will look. The intent is to provide 1000 square foot, 2 bedroom, 1 or 2 bathroom residences in a 55 and older community. A variety of styles and colors will be utilized to avoid a “cookie-cutter” appearance.
- **Updated Bylaws.** Updated bylaws addressed the comments are being prepared.
- **Proof of Purchase and/or contract for sale of property to the Applicant.** Will be provided prior to final approval.
- **Planned Unit Development Plan.** An updated Plan is attached, which shows open space is approximately 37% of the area, exceeding City requirements.
- **Would be helpful to revisit possible additional abandonment of alleyways and replacement with Public Access and Utility easements for maintenance of existing lines in alleyways.** Understood. The developer is open to discussion to ensure access to the City’s utilities.
- **Gate System - Police, Fire, and EMS services will all need to have the codes and/or keys to access the gates.** Understood. Police, Fire, and EMS can be provided access through the gate system.

- **Stormwater Drainage.** See attached site plan showing proposed retention ponds. Stormwater drainage will meet all requirements of DEQ and the City.
- **Trash Receptacles.** The development will utilize public trash collection, using receptacles similar to what City currently uses and to City specifications.
- **Water services.** Water services will be provided per DEQ requirements and City of Laurel specifications.
- **City will need Sewer to be extended down E. 8th Street to conform to Annexation Policy and Growth Management Policy goals.** It is our understanding that this comment was meant to refer to water extension, not sewer extension. City water lines are already in place at all four corners of this development.

Please let us know if you have any questions or require any additional information. Thank you

A handwritten signature in black ink, appearing to read "Forrest J. Mandeville". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Forrest J. Mandeville, AICP