

# **GLASTONBURY LAND USE MASTER PLAN**

**February 7, 2007**

*Beauty, Order and Harmony*

**GLASTONBURY LANDOWNERS ASSOCIATION, INC.**

PO Box 312

Emigrant, Montana 59027

<http://www.gla-mt.org>

## ***Statement of Purpose***

*The purpose of the Glastonbury Land Use Master Plan is to establish criteria for the development of Glastonbury North and Glastonbury South. It provides guidelines and standards that specify the type and character of development allowed in specific Topographical Areas. It also expresses a shared vision intended to encourage enlightened development, enhance property values and protect the quality of life. The Master Plan is the foundation for a thriving, family-oriented community built in beauty, order and harmony.*

*Due to its limitations as a static document, the Glastonbury Land Use Master Plan is simply one of several tools to build a community from the various neighborhoods that compose Glastonbury. Ultimately, the residents of Glastonbury have found that the spirit of community is the ability of its residents to come together with loving-kindness and respect for one another's values and vision.*

*History has shown that the formation of communities has not been helped or hindered by the economic status of the neighborhoods in which they are found. They have been formed everywhere, from ghettos to exclusive neighborhoods. What communities have in common is the ability to multiply the strengths of the residents, to dissolve artificial divisions and to form an invincible spirit of oneness of heart and purpose.*

*This Master Plan was created as a step toward forming a Community of Glastonbury.*

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## **0.0 General Area Information**

### **0.1 Description of Location**

Glastonbury is located in Paradise Valley and the foothills of the Rocky Mountains in the southern half of Park County in southwestern Montana. It is approximately twenty-five miles south of Livingston and thirty miles north of Yellowstone National Park. The famous Yellowstone River meanders through the center of the valley, providing a serene foreground to the dramatic backdrop of the Absaroka Range to the east and the Gallatin Range to the west.

As early as the 1820s, fur trappers came to trap beaver in what was then the country of the Shoshone and Crow. In the mid-1800s, when the area was trapped out, gold prospectors began to arrive. The first groups of permanent settlers arrived in Park County to prospect for gold in the 1860s. When the mines in the mountains east of the Yellowstone River proved not as productive as hoped, many of the immigrants stayed to ranch and farm in the fertile valley. The timber industry developed to service the mines and the railroad and to build boats for river traffic.

The Northern Pacific Railroad ran a spur from Livingston down to Yellowstone National Park, finishing the line in 1902. The line ended its passenger service in 1948 because of the increasing use of automobiles for transportation to the park.

Agriculture and timber continue to be major sources of livelihood in Park County. The rest of the economic base is the railroad, light industry, dude ranches, the tourist trade (rafting, hunting and fishing) and community services. The only five-star dude ranch in Montana is located in Paradise Valley. Livingston is an art center, with several galleries showing the work of internationally known artists. A new and growing segment of Park County's economy is telecommuting businesses.

The town of Emigrant has several restaurants and small stores, a gas station and car wash, laundromat, bank, community meeting hall, church and a post office. Fire protection is provided by the Paradise Valley Volunteer Fire Department, located one mile east of Emigrant. Police protection is provided by the Park County Sheriff's Department.

Glastonbury North offers the Thomas More Montessori Preschool, Thomas More Elementary School for grades 1 - 6, and Henry Wadsworth Longfellow Academy, currently for grades 7 - 12. The closest public elementary school, Arrowhead, is located ten miles north and east on East River Road. The nearest high school is in Livingston, which also has grade schools, a hospital, retail stores, restaurants, museums, a bus depot and motels. The town of Gardiner, located thirty miles south of Emigrant at the north entrance of Yellowstone National Park, has motels, stores, gas stations and restaurants. The nearest national airport, Gallatin Field, is located just west of Bozeman, approximately sixty miles northwest of Emigrant.

This area of Montana is a recreation paradise, world-famous for its trout fishing, big game hunting and wildlife viewing. The Yellowstone River offers diversified rafting experiences, from the rapids of Yankee Jim Canyon north of Gardiner to a sedate float through the center of the valley. Forest Service lands and Yellowstone National Park offer

many opportunities for hiking, camping and cross-country skiing. Nearby Bridger Bowl in Bozeman and Big Sky Resort in Big Sky are downhill ski meccas. Historic Chico Hot Springs Resort, at the base of Emigrant Peak approximately five miles east of Emigrant, offers a nice soak in a hot pool and a swimming pool with warm water piped in from a natural hot spring. Also in the area are the Mountain Sky Guest Ranch and numerous bed and breakfast accommodations.

The Community of Glastonbury includes Glastonbury North and Glastonbury South. Glastonbury North has two entrances, one at Emigrant and the other one mile north. The Glastonbury South entrance is approximately five miles south of Emigrant, off Dry Creek Road.

## **0.2 Description of Glastonbury**

Glastonbury was formerly two cattle ranches about two miles apart, purchased in 1982 by Royal Teton Ltd. It is bordered on the west by National Forest lands and on the north and south by operating cattle ranches. Glastonbury Landowners should be aware that these ranches are free to pursue normal agricultural practices in their operations, which may affect neighboring Landowners. Royal Teton Ltd., the initial developer, subdivided the ranches into twenty-acre or larger parcels, built gravel roads (some of which have since been paved), and installed underground power and telephone service.

Most water is drawn from individual wells that vary in depth from eighty to over six hundred feet. Wells in the higher elevations are generally deeper than wells in the foothill and plateau areas. Sewage disposal is individual septic tanks and drainfields. In 1997 the property began phasing out of long-term leased land to that of fee simple ownership. The Glastonbury Landowners Association Inc. (hereinafter “the Association”) was formed to take over the administration of Glastonbury from Royal Teton Ltd.

### Glastonbury North

Glastonbury North, the former Fridley Creek Ranch, consists of 1,545 contiguous acres which were originally divided into fifty-four parcels as depicted in Certificate of Survey 615A. It extends from the five-thousand-foot level near the valley floor up to over six thousand feet on its border near the Gallatin National Forest. The general topography ranges from the relatively gentle sloping terrain of the valley to moderately rolling foothills to the canyons and steep hills of the rocky forested areas. The vegetation ranges between cropland and grass or sagebrush and grass fields in the lower elevations to evergreen forests in the higher elevations. Fridley Creek runs through one side along with numerous springs and drainages.

The plateau area of Glastonbury North sits well above and to the north of Emigrant and is shielded from U.S. Highway 89 by a rocky ridge. These plateau areas are generally wide open and feel the southwest winds the most. A small area of the plateau has a natural shelter belt created by Fridley Creek.

## Glastonbury South

Glastonbury South, the former Dry Creek Ranch, consists of 2,613 contiguous acres that were originally divided into 104 parcels as depicted in Certificate of Survey 616A. It extends from the five-thousand-foot level near the valley floor up to six thousand seven hundred feet on its two-mile common border with the Gallatin National Forest. The general topography ranges from the relatively gentle sloping terrain of the valley to moderately rolling foothills to the canyons and steep rocky hillsides. The vegetation ranges from cropland and grass to grass and sagebrush fields in the lower elevations, to evergreen forests in the higher elevations. Dry Creek and Golmeyer Creek traverse parts of Glastonbury South, along with numerous springs and drainages. Golmeyer Creek has a beautiful waterfall within sight of Hercules Road in the forested area.

The plateau area of Glastonbury South begins at its entry off U.S. Highway 89. It has a natural shelter belt created by tall trees along Dry Creek to the south and a hilly area to the north.

## Middle and Higher Elevations of Glastonbury North and South

The middle area of both Glastonbury North and South is moderate foothills with grass- and scrub-covered slopes ranging between five percent and twenty percent grade. This rolling landscape is pocketed with flatter hollows and sheltered areas. Many parcels have dramatic panoramic views of the Yellowstone River and the mountains ringing Paradise Valley. Most of the areas, even in the hollows, have views of 10,921-foot-high Emigrant Peak in the Absaroka Range to the east and 10,299-foot-high Hyalite Peak in the Gallatin Range to the west.

The higher elevations of Glastonbury are partially forested. The rugged landscape is characterized by fir, pine, aspen and juniper trees that fill the draws and hug the leeward sides of the hills. The forests are interrupted by grassy meadows, steep rocky ridges, canyons and rock outcroppings. The forested area receives more rain and snowfall than the foothill and plateau areas.

## Wildlife

Glastonbury enjoys much of Montana's wildlife. Mule deer regularly traverse Glastonbury traveling from the forests to the hayfields near the Yellowstone River. The forested areas provide cover for occasional herds of elk and are home to chickadees, Clark's nutcrackers, pine siskins and other hardy birds; small mammals such as squirrels, raccoons, porcupines and ferrets; and occasionally larger mammals such as mountain lions or black bears. The grasslands are home to voles, cottontail rabbits, hares, skunks, grouse and hawks. The spring sees the yearly return of song sparrows, goldfinches, mountain bluebirds, meadowlarks and swallows. In the autumn, bald and golden eagles can frequently be seen hunting and fishing along the Yellowstone River.

## **0.3 History**

The division of Glastonbury into Original Parcels is indicated on Certificate of Survey maps 615-A, 616-A, 883, 892, 895, 981, 1173 and the Golden Age Village in Glastonbury

North Mobile Home Park plat on file and of record in Park County. These parcels and their subsequent development were regulated by:

- First assignment of covenants from Royal Teton Ltd. to Church Universal and Triumphant on December 30, 1986
- Second assignment of covenants from Church Universal and Triumphant, Inc. to Glastonbury Landowners Association on June 17, 1997
- Restated Declaration of Covenants for the Community of Glastonbury on September 26, 1997, which supercedes the previously listed documents.

The Association Board is responsible for enforcing the Restated Declaration of Covenants for the Community of Glastonbury (hereinafter “the Covenants”) and standards that have been created pursuant to Section 2.07 of the Covenants. The Covenants provide for the creation of a land use master plan, and the Association Board is responsible for enforcing it.

Following the May 28, 1993, settlement with Park County, Tenancy-in-Common interests are allowed only between immediate family members. Tenants in common are required to follow the provisions set forth herein.

## **1.0 Residential Design**

### **1.1 Residential Housing**

Maximum residential development for a subdivided parcel is limited to one (1) single-family residence and one (1) Guest House or in-residence guest apartment per subdivided Tract or Lot. A guest house or guest apartment is only allowed on lots or tracts that are equal to or greater than the minimum lot size specified in the Residential Topographical Areas and Density Schedule (Section 3.5) and having a suitable dwelling site per the Project Review Committee.

Maximum residential development for an Original undivided Parcel is limited to one (1) single-family residence and one (1) additional single residence, both owned by the Landowner who owns the parcel. A formal subdivision, prepared and approved in accordance with the applicable regulations set forth by the Association Board, Park County and the Montana Department of Environmental Quality (DEQ) must be completed in order to further subdivide to limits shown in Residential Topographical Areas and Density Schedule.

### **1.2 Duplexes**

Duplexes and other multi-family housing are not allowed in the Community.

### **1.3 Mobile Homes**

No further Mobile Homes (as defined in 6.0) are allowed in the Community as residential units outside of the Golden Age Village. Existing Mobile Homes are grandfathered.

Any Mobile Home currently on a parcel may be replaced by a Manufactured Home that adheres to all other requirements in Section 1.0 of the Association’s Mobile/Manufactured Home Standards. However Modular or stick-built homes are encouraged.

## **1.4 Manufactured Homes**

Manufactured Homes must follow the Association’s Mobile/Manufactured Home Standards and must be placed on a permanent foundation. Other forms of Factory-Built homes such as Modular, Panelized, or Pre-cut Homes are allowed in the Community.

## **1.5 Travel Trailers**

Travel trailers are not allowed as residential units except during the construction of a primary residence and for no longer than eighteen (18) months. Recreational travel trailers may be stored on property but predominantly out of view.

## **1.6 Cottage Industries**

To maintain the residential nature of our community, Cottage Industries may have a maximum of three (3) employees, not including those who live at the home business site. (See 3.08, 5.07 and 5.08 of the Covenants.)

## **1.7 Light Manufacturing**

Light Manufacturing must be in compliance with state and federal laws and registered with and reviewed by the Association Board. To maintain the residential nature of our community, Light Manufacturing must (a) not produce substantial sound, odor or vibration such as to be a nuisance to others; and (b) have a maximum of seven (7) employees, not including those who reside at the home business site. Any development beyond seven (7) employees requires Association Board approval and may be subject to a road usage fee. (See 5.07 and 5.08 of the Covenants.)

## **2.0 Residential Design Criteria**

### Project Review Committee

The Association Board has delegated the responsibility for processing applications, making recommendations, and managing the approval process for any building projects or subdivision activities in the Community to the Glastonbury Project Review Committee (hereinafter “Project Review Committee”). However, the Association Board is responsible for all project approvals.

The following design criteria are the standards which will govern future development. While allowing for creativity and innovation in architecture, the Association Board and the Project Review Committee use these criteria to review proposed projects. All structures built before the adoption of this Master Plan are governed by the standards established by the original developer and used by the original Project Review Committee. Any new construction and/or addition to an existing structure is governed by the Master Plan.

### Project Review

Before on-site construction may commence, the Project Review Committee must review all projects and submit them for approval to the Association Board per Section 6.01 of the Covenants. No building materials or structures may be placed on any site, nor shall building work commence, until written approval is received from the Association Board.

Submittals for Project Review Committee review must be completed as described in the project application form before a final decision can be rendered.

New applications for building projects must be submitted at least two (2) weeks before a subsequent Board meeting and will be reviewed by the Association Board in a timely manner to determine compliance with the applicable standards and performance criteria.

After a Landowner's submission of all required materials, the Project Review Committee will give the applicant a written response which may include the following:

- A) Preliminary approval to start construction, subject only to final review upon completion;
- B) Preliminary approval subject to conditions and final review;
- C) Recommendations for changing or improving the plans to meet standards;
- D) Tabling the application pending resolution of issues or submittal of additional information; or
- E) Disapproval based upon failure to meet minimum standards or inconsistency with the Covenants.

Building Placement – The placement of buildings shall take into consideration the existing features of terrain, drainage patterns and nearby residences. It is recommended that views, sun and wind exposure be taken into account. Buildings shall be set back from ridges and hilltops with no more than one (1) story visible above the ridgeline so that the building is not the predominant feature of the landscape. Compliance of plans shall be evaluated by the Project Review Committee.

Setbacks –New construction of homes and Accessory Buildings shall be set back a minimum of fifty (50) feet from property lines. The minimum setback can be reduced to twenty-five (25) feet in unusual circumstances through the variance process. The setback from a road is measured from the edge of the road easement. Outbuildings shall be set back a minimum of twenty-five (25) feet from property lines.

Height – Buildings are limited to a maximum height of thirty (30) feet above ground level. If the building site is on a slope, the height is measured from the lowest point of the slope.

Electric and Telephone Service – All electric and telephone cables shall be buried as per Section 6.03 of the Covenants.

Shelters – Owners of partially completed shelters must correct any hazardous or unsightly conditions and restore the site to its natural condition. This work includes, but is not limited to, open excavations, steep embankments, ungraded excavated material, metal debris and poorly sealed openings to underground chambers. An implementation plan with a realistic construction schedule for correction(s) must be submitted to the Association Board within one (1) year after approval of this Master Plan. The plan must address uncompleted exterior work and will be subject to on-site inspection by the Project Review Committee for the Association Board. A complete and acceptable plan will be approved by the Association Board within ninety (90) days of receipt. A shelter will have up to (1) year from the approval date to complete all work described in the

implementation plan. If the approved implementation plan is not adhered to by the Shelter owner(s), the Association Board may take appropriate action to remedy the situation, including, but not limited to, placing a lien on the property or further legal remedies to cover cleanup cost.

Institutions – Institutional and quasi-public activities, improvements and structures, such as schools, churches, health care facilities, museums, libraries, fire stations, community centers, etc., shall be allowed as provided in Sections 5.09 of the Covenants. Site and building plans must be submitted to the Project Review Committee and will be brought before the Association Board through a comprehensive variance review process prior to carrying out any project.

Nuisances and Eyesores – Per Section 5.05 of the Covenants all storage containers, unused vehicles, abandoned travel trailers and inactive excavations in open view of the platted roads or other parcels shall be considered a nuisance and an eyesore. If an accumulation of materials creates an eyesore or potential fire hazard and is not remedied by a Landowner after the Association Board gives due notice, the Association Board may take appropriate action to remedy the situation.

## **2.1 Residential Design Recommendations**

Orientation – It is recommended that residences be placed in such a manner that retains maximum open spaces and natural features. This design utilizes natural features of the parcel to create greenways and park-like settings. In addition, solar exposure and prevailing wind direction should be considered.

View Shed – New construction should be situated in such a way that it will not obstruct an existing homeowner’s primary view and should uphold reasonable aesthetic standards in harmony with the surrounding terrain. With due consideration for private property rights, neighboring homeowners are encouraged to work with one another and the Project Review Committee in resolving any view shed issues.

Landscaping – Overall landscaping is recommended to blend with or enhance the existing natural landscape. Use of plants that survive well in the cold and dry Rocky Mountain zone achieves this goal and reduces necessary watering. Landscape elements can be used to maintain the open atmosphere, add necessary windbreaks or soften the impact of buildings, driveways and parking areas. Deer-proof plantings such as spruce and wild flowers are also recommended near buildings.

Roof Overhangs – Roof overhangs are recommended to be a minimum of two (2) feet measured in the horizontal direction in areas of pedestrian traffic.

Building Extensions – Extensions of the main building, in the form of balconies, decks or covered walkways to detached buildings, are encouraged. These design elements provide visual interest and add appreciable protection from wind and inclement weather.

Liquid Propane (LP) Gas Tanks – It is recommended that LP gas tanks be screened from view by landscaping, fencing or some other creative manner that does not cause deterioration or have the potential to trap gas and cause an explosion hazard. Underground tanks made especially for burial shall be installed according to manufacturer’s recommendations, including cathodic protection and cathodic test station.

Metering Devices and Transformers – Outdoor metering devices, transformers and utility apparatus are recommended to be concealed from the view of public spaces or neighboring properties.

Driveways and Parking – Driveways and parking areas are recommended to be gravel, asphalt or concrete.

### **3.0 Description of Residential Topographical Areas and Density**

#### **3.1 Overview**

The Residential Topographical Areas and Density Schedule (Section 3.5) flows from the location of individual parcels. A parcel's capacity for development is determined by access, road snow removal, fire protection, visual impact, terrain and surrounding land use. The density standards are also based upon the community survey results. The Residential Topographical Areas and Density Schedule creates a standard whereby Landowners gain a level of stability in knowing what to expect in growth. The overall effect is to preserve the rural residential character while encouraging orderly growth. Orderly growth promotes beauty and harmony. The practical and geographic nature of the Topographical Areas also creates the potential for developing a greater sense of community within the Community. By allowing some varying densities for development in Residential Topographical Areas, the Master Plan allows a wide variety of residential development that can respond to individual demands.

Changes to the Residential Topographical Areas and Density Schedule must be approved by a vote of fifty-one percent (51%) of all Landowners.

#### **3.2 Maximum Number of Lots per Original Parcel**

The maximum number of Tracts/Lots into which an Original Parcel in each Topographical Area may be subdivided is indicated in the Residential Topographical Areas and Density Schedule (Section 3.5).

#### **3.3 Minimum Size of a Subdivided Tract or Lot**

The minimum size for a subdivided Tract or Lot within any of the Residential Topographical Areas shall be as indicated in Residential Topographical Areas and Density Schedule (Section 3.5). Even with a variance no Tract/Lot may be less than two (2) acres. Tracts/Lots completed prior to the adoption of the Master Plan are grandfathered.

### **3.4 Descriptions of Topographical Areas Used in Section 3.5**

(Refer to Section 3.5 and the following Residential Topographical Area Maps.)

Areas have been classified based on topographical description, but this may not apply exactly to every parcel.

Plateau Area – This is the relatively flat benchland in the lower elevation with easy access, having gentle hills, a few trees, sagebrush and native grasses.

Lower Hilly Area – This is similar to the Lower Plateau Area but with somewhat steeper hills, slightly higher elevations and easy access.

Middle Hilly Area – Access is medium with rock outcroppings and canyons, sagebrush, and occasional stands of trees.

Upper Hilly Area – Access is more difficult, with some steep slopes and challenging terrain. It is a mix of grass lands, sage, juniper and trees in the various drainages.

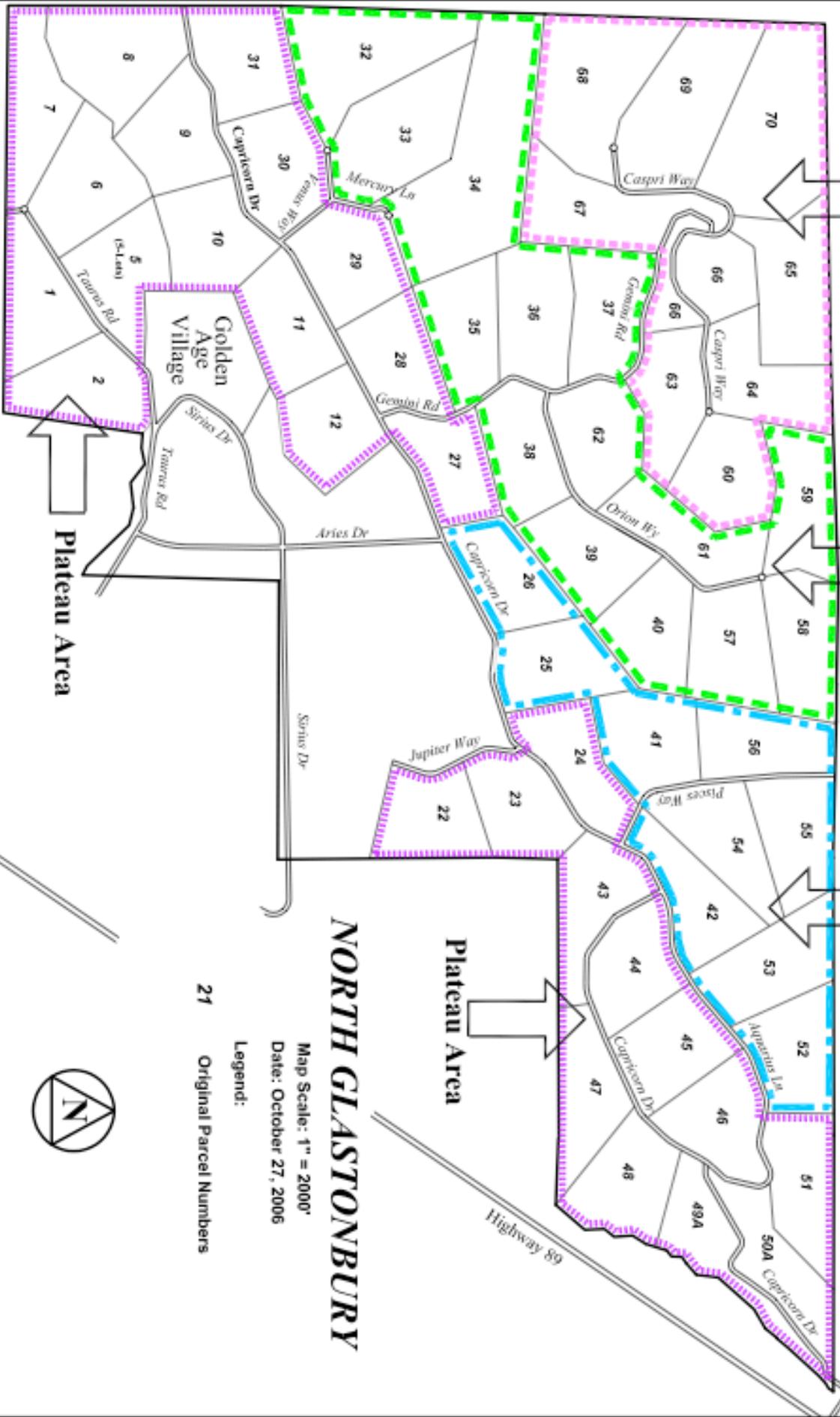
Lower Forested Area – Located in South Glastonbury, these are limited development areas because of difficult access, rock outcroppings, steep slopes and challenging terrain. This area is a mix of forest, sagebrush and meadows. The area is accessed from Hercules Road and Libra Drive.

Upper Forested Area – Located in South Glastonbury. Access to the highest land is difficult in winter. There are steep slopes, rock outcroppings, narrow canyons and forested places. (Having forested wildland within one hundred (100) feet of your home is considered high fire risk.)

Upper Hilly Area

Middle Hilly Area

Lower Hilly Area



# NORTH GLASTONBURY

Map Scale: 1" = 2000'  
Date: October 27, 2006

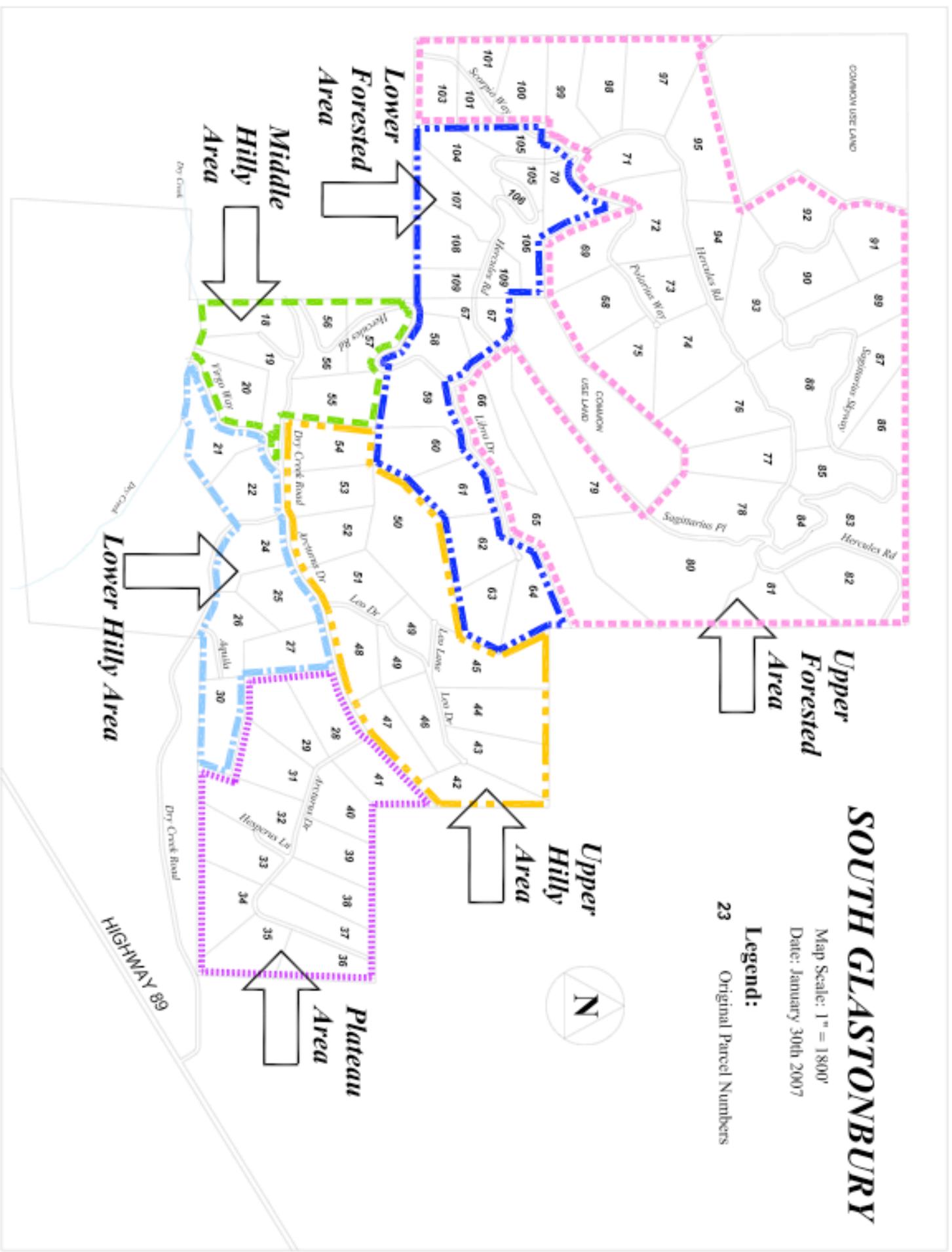
Legend:  
21 Original Parcel Numbers



# SOUTH GLASTONBURY

Map Scale: 1" = 1800'  
Date: January 30th 2007

Legend:  
23 Original Parcel Numbers



### 3.5 Residential Topographical Areas and Density Schedule

Topographical Area Description and Parcel Numbers	Max. # Tracts/Lots per Original Parcel	Min. Acres per Tract/Lot	Max. Height	House & Accessory Bldg. Setbacks		Outbuilding Setback
				Front	Side & Rear	
<b>Glastonbury North</b>						
<b>Plateau Area</b> 1, 2, 5, 6, 7, 8, 9, 10, 11, 12, 22, 23, 24, 27, 28, 29, 30, 31, 43, 44, 45, 46, 47, 48, 49A, 50A, 51	5	3.0	30 ft	50 ft	50 ft	25 ft
<b>Lower Hilly Area</b> 25, 26, 41, 42, 52, 53, 54, 55, 56	6	2.5	30 ft	50 ft	50 ft	25 ft
<b>Middle Hilly Area</b> 32, 33, 34, 35, 36, 37, 38, 39, 40, 57, 58, 59, 61, 62	5	3.0	30 ft	50 ft	50 ft	25 ft
<b>Upper Hilly Area</b> 60, 63, 64, 65, 66, 67, 68, 69, 70	3	4.0	30 ft	50 ft	50 ft	25 ft
<b>Common Use Land</b> <b>Tract 1 of COS 1173</b> <small>(not on map)</small>	None	N/A	N/A	N/A	N/A	N/A
<b>Golden Age Village</b> Parcels: Lots 1-49 on portions of 3, 4	N/A	N/A	1 story	15 ft	5-7 ft	N/A
<b>Glastonbury South</b>						
<b>Plateau Area</b> 28, 29, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41	5	3.5	30 ft	50 ft	50 ft	25 ft
<b>Lower Hilly Area</b> 21, 22, 24, 25, 26, 27, 30	5	3.5	30 ft	50 ft	50 ft	25 ft
<b>Middle Hilly Area</b> 18, 19, 20, 55, 56, 57	4	3.0	30 ft	50 ft	50 ft	25 ft
<b>Upper Hilly Area</b> 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54	5	3.5	30 ft	50 ft	50 ft	25 ft
<b>Lower Forested Area</b> 58, 59, 60, 61, 62, 63, 64, 67, 70, 104, 105, 106, 107, 108, 109	3	4.0	30 ft	50 ft	50 ft	25 ft
<b>Upper Forested Area</b> 65, 66, 68, 69, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 97, 98, 99, 100, 101, 103	2	10.0	30 ft	50 ft	50 ft	25 ft
<b>Common Use Land</b> 96, 102	None	N/A	N/A	N/A	N/A	N/A

## **4.0 Variances**

The Association Board will consider a variance from the requirements of this Master Plan when it can be shown that, because of special and unusual circumstances related to a specific piece of property, strict application of the Master Plan would cause an undue or unnecessary hardship. For a variance to be granted all criteria for granting a variance must be met (see section 4.2). In granting a variance, the Association Board may attach conditions it finds necessary to achieve compliance with the criteria set forth in this Master Plan.

### **4.1 Variance Process**

The Project Review Committee is authorized by the Association Board to conduct the variance process. The Project Review Committee receives and reviews the variance request to determine how it conforms and varies from this Master Plan. Variance requests, such as setbacks, height, or location issues that do not adversely impact neighbors, can be dealt with by the Association Board directly without neighborhood review.

All variance requests to 1) increase the number of divisions per Original Parcel, 2) to lower the minimum acreage requirements as listed in the Residential Areas and Density Schedule, or 3) that may adversely affect neighbors will go through a variance review procedure that includes Neighborhood as well as Association Board review. In this more comprehensive variance review, the Project Review Committee presents its findings and recommendations to the Association Board for consideration and a vote. The Association Board will hold a hearing of all parties concerned and take into consideration input from the Landowner applying for the variance and from neighboring Landowners. The Association Board will make the final decision.

All building sites are required to meet acceptable state, water and septic system requirements set forth by the Montana DEQ.

### **4.2 Criteria for Granting a Variance**

A variance may be granted upon finding compliance with all of the following criteria:

1. Exceptional or unusual circumstances exist over which the Landowner has no control (for example, topography).
2. The requested variance is not materially detrimental to neighboring properties; or if the requested variance may adversely affect neighbors, the Landowner requesting the variance may offer mitigating actions to help offset any detrimental effect of the requested variance, subject to review by the affected Landowners and the Association Board.
3. The variance requested is the minimum variance to remedy a particular circumstance.
4. No more than one (1) variance process will be allowed per Original Parcel for reducing acreage size below the minimum acreage or that would increase the number of Tracts/Lots beyond that which is established in the Residential Topographical Areas and Density Schedule (Section 3.5).
5. All variances must meet local, county and state requirements.

### **4.3 Variance Project Approval**

Approval shall be issued in accordance with the terms set forth in Variances (Sections 4.0, 4.1 and 4.2).

## **5.0 Administration**

### **5.1 Governing Documents**

In addition to this Master Plan, all Landowners and prospective Landowners are responsible for being familiar with the Articles of Incorporation of the Association, the Bylaws, and the Covenants. These legal documents are available upon written request addressed to the Association: Legal Forms, P.O. Box 312, Emigrant, MT 59027. The Association holds Landowners accountable for their renters or guests being aware of and abiding by the Covenants.

### **5.2 Master Plan Review**

The Master Plan will be reviewed by the Association Board within five (5) years to ensure that its objectives, policies and implementation procedures serve the Community's interests. Any needed adjustments to adequately relate to current demographic and market conditions will be brought before the Landowners by the Association for a vote in the same manner as the Master Plan's original adoption, per Section 2.06 of the Covenants.

After the Master Plan's adoption, changes to the Master Plan will be in accordance with Section 2.06 of the Covenants. Any changes to the Master Plan must be in accordance with Section 12.01 of the Covenants.

### **5.3 Major Density Changes**

To allow for changes in the Community, major changes to the density schedule shown in Section 3.5 may be initiated by Landowners of a Residential Topographical Area applying to the Association Board. A public meeting will be held on the proposed change. Then the Association Board will bring the proposal to all Landowners for a vote, with fifty-one percent (51%) of all Landowners required to approve the change.

### **5.4 Project Fees**

The Association Board may charge a fee for review of applications, for projects, subdivision, and a variance in accordance with a fee schedule to be established by the Association Board.

### **5.5 Subdivision Approval Process**

It is the responsibility of the Landowner to obtain the Association Board's written approval for any subdivision in the Community prior to receiving final approval from Park County. The Association Board shall give such approval only when the parcel's Landowner(s) have fulfilled all matters and conditions pertaining to the application. Landowners may obtain the necessary forms by writing to GLA Project Review Forms, P.O. Box 312, Emigrant, MT 59027 or by obtaining Architectural Review forms from the Association web site at [www.mt-gla.org](http://www.mt-gla.org).

## 6.0 Definition of Terms

Except as may be modified or substituted below, all definitions included in the Covenants are incorporated in the Master Plan by reference. For the purposes of the application, administration and enforcement of the policies and standards of the Association Board and Master Plan, important terms are defined as follows:

Accessory Building – A structure larger than five hundred (500) square feet on the same Lot as the principal or main building devoted to a use for Cottage Industry, Light Manufacturing. Design standard for an Accessory Building must be comparable to the main structure.

Agricultural Use – Management of any land for agriculture; horses, poultry and other livestock (swine are prohibited); forestry; horticulture or orchards, including the sale of products grown or raised directly on such land; and fish ponds.

Certificate of Survey – A drawing of a field survey prepared by a registered surveyor for the purpose of disclosing facts pertaining to boundary locations.

Commercial Use – Any use involving the sale, rental, or distribution of goods, services, or commodities, either retail or wholesale, or the provision of recreation facilities or activities for a fee.

Cottage Industry – An industry whose labor force consists primarily of family or communal units working at home.

Division of Land – The segregation of one (1) or more parcels of land from a larger Tract held in single or undivided ownership by transferring or contracting to transfer title to or possession of a portion of the Tract or properly filling a certificate of survey or subdivision plat establishing the identity of the segregated parcels pursuant to the Montana Subdivision and Platting Act and the Master Plan. The conveyance of a Tract of record or an entire parcel of land that was created by a previous division of land is not a Division of Land.

Grandfather Clause – The inclusion of any pre-existing structure, which is already in use and which was in compliance with all applicable laws, rules, regulations, permits or applications required at the time of installation, through the Glastonbury Landowners Association, and all county and state requirements.

Guest House – A guest house is a separate structure owned by the Landowner intended for occasional guest use and not as a permanent residence, not to exceed 1,200 square feet.

Light Manufacturing: The manufacture, predominantly from previously prepared materials, of finished products or parts, including processing, fabrication, assembly, treatment, packaging, incidental storage, sales and distribution of such products, but excluding basic industrial processing. Light manufacturing is also characterized by low intensity and impact, with minimal noise, air pollution, emissions, odors, vibration, dust, dirt, glare, heat, fire hazards, wastes, traffic impact and visual impact.

Lot – Any newly created subdivision of land from a subsequent subdivision of any Tract which was subdivided from an Original Parcel in the Community.

Manufactured Home – A single-family house constructed entirely in a controlled factory environment and built to the federal Manufactured Home Construction and Safety Standards (better known as the HUD Code, which came into effect June 15, 1976). A Manufactured Home is built on a non-removable steel chassis and is transported to the building site on its own wheels; multi-part units are joined at their destination. To be classified as real estate (rather than personal property) in the state of Montana, a Manufactured Home must be placed on and secured to a permanent foundation and have the running gear and wheels removed.

Mobile Home – A factory-assembled structure or combination of structures: 1) built prior to June 15, 1976; 2) equipped with necessary service connections; 3) made to be readily movable as unit(s) and on their own running gear; 4) designed, used and installed as a dwelling unit without a permanent foundation. All Mobile Homes constructed after June 15, 1976, are required to have a red HUD sticker on the structure (Park County Subdivision Reg., June 1993). A Modular, Manufactured or Factory-Built Building is not considered a Mobile Home when it is set on a permanent foundation that meets state requirements as real property.

Mobile Home Park – A Tract of land providing two (2) or more Mobile Home lots for lease or rent to the general public, per Park County Subdivision Reg., June 1993.

Modular or Factory-Built Building – A factory-assembled structure or structures equipped with the necessary service connections, but not made to be readily movable as a unit or units and designed to be used with a permanent foundation. “Factory-Built Building” does not include manufactured housing constructed after June 15, 1976, under the HUD National Mobile Home Construction and Safety Act of 1974 (Park County Subdivision Reg., June 1993). Modular or Factory-Built Buildings also include those units constructed or approved in accordance with the Uniform Building Code as adopted in Montana (Sec. 50-60-402, MCA).

Original Parcel – Any parcel that was included in any of the original or revised Certificates of Survey establishing the parcels or realigning the boundaries between parcels in the Community, including, but not limited to Certificate Of Survey Nos. 615-A, 616-A, 883, 892, 895, 981, 1173 and the Golden Age Village in Glastonbury North Mobile Home Park Plat.

Outbuilding – Any building less than five hundred (500) square feet that is not a dwelling.

Panelized Home – Factory-built housing in which panels (a whole wall with windows, doors, wiring and outside siding) are transported to the site and assembled.

Pre-cut Home – Typically a kit, log or dome-style house in which building materials are factory-cut to design specifications, transported to the site and assembled.

Setback – The distance from the property line to the nearest part of the applicable building, structure, waterway, canal, stream, ditch, river, or sign, measured perpendicular to the property line.

Subdivision, Major – A subdivision which does not qualify for review as a Minor Subdivision according to Park County Subdivision Regulations and the Residential Topographical Area and Density Schedule (Section 3.5). A variance is required for a Major Subdivision.

Subdivision, Minor – A subdivision containing five or fewer Tracts/Lots in conformance with Park County Subdivision Regulations and to the Residential Topographical Area and Density Schedule (Section 3.5) where proper access to all Lots is provided.

Tenancy in Common – Real estate held by two or more persons, in which each has an "undivided interest" in the property. All have an equal right to use the property, even if the percentage of interest is not equal. There is no "right of survivorship" if one of the tenants in common dies; each interest may be separately sold, mortgaged or willed to another.

Topographical Area – A division with a designated density in the Residential Topographical Areas and Density Table (Section 3.5) with requirements for minimum lot size and the use, placement, setbacks and height requirements of structures.

Tract – A newly created subdivision of land from the first subdivision of an Original Parcel in the Community.

## **7.0 Codes and Standards**

All applicable state and county building, electrical, plumbing, mechanical, energy and sanitary codes and regulations must be adhered to for all structures. These may include but are not limited to:

Uniform Building Code	National Electrical Code	Septic Tank Standards
Uniform Mechanical Code	Uniform Fire Code	State of Montana Energy Conservation Standards
Uniform Plumbing Code	Life Safety Code	

## **8.0 Disclaimer**

Neither the Association, the Association Board, nor the Project Review Committee, their officers or committee members are responsible for the design, structural safety, engineering or legality of any proposed or approved building project, structure or proposed subdivision, nor will the project approval be considered as an assumption of such responsibility. The Association, its members, officers, committees or subcommittees shall not be liable to any Landowner, contractor, developer or any other person for any damage, loss or prejudice suffered or claimed on account of the approval, correction, amendment or change of any plans, drawings and specifications, whether or not defective; the rejection of any plans, drawings and specifications not found in conformance with the Covenants or Master Plan; the construction or performance of any work, whether or not following plans, drawings or specifications approved by the Association Board; the manner of any development of any land in the Community.

**It is the Landowner's responsibility to comply with all obligations under the Covenants, the Master Plan and all applicable county, state and federal laws and codes.**