

Instrument # 535657

HAILEY, BLAINE, IDAHO

2006-05-23

01:33:00 No. of Pages: 29

Recorded for : THOMAS B CAMPION

MARSHA RIEMANN

Fee: 87.00

Ex-Officio Recorder Deputy

Index to: AMENDED COVENANTS & RESTRICTIONS

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AMENDED AND RESTATED

STARWEATHER

ARCHITECTURAL REVIEW COMMITTEE RULES

ADOPTED EFFECTIVE MAY *23*, 2006

**CERTIFICATE OF ADOPTION OF THE
AMENDED AND RESTATED STARWEATHER
ARCHITECTURAL REVIEW COMMITTEE RULES**

The STARWEATHER ARCHITECTURAL REVIEW COMMITTEE (hereinafter either "ARC" or "Committee") adopted the Amended and Restated ARC Rules on March 2, 2006. The Board of Directors of the Starweather Owners' Association, Inc. approved adoption of the ARC Rules on April 13, 2006 pursuant to the authority granted by the Master Declaration of Covenants, Conditions and Restrictions for the Starweather Subdivision, Blaine County, Idaho, recorded on January 18, 1982, as Instrument No. 223013 in the official records of Blaine County, Idaho, together with the following four (4) subsequent amendments thereto:

FIRST AMENDMENT recorded October 4, 1988 as Instrument No. 298831
SECOND AMENDMENT recorded October 4, 1988 as Instrument No. 298832
THIRD AMENDMENT recorded August 6, 1996 as Instrument No. 393007
FOURTH AMENDMENT recorded June 10, 1999 as Instrument No. 428273

These Amended and Restated Starweather ARC Rules govern all development, design, construction, landscape work, including additions and alterations, within Starweather. These Rules may be amended in accordance with Section 11.2.

These ARC Rules became effective on May 23, 2006, when they were recorded with the Blaine County Recorder as Instrument No. 535657.

STARWEATHER OWNERS'
ASSOCIATION, INC.

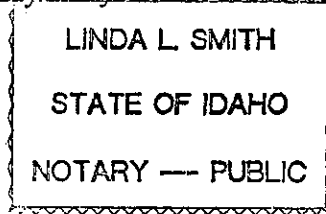
By Robyn Newcomb 5/23/06
Robyn Newcomb, President Date
Starweather Owners' Association, Inc.

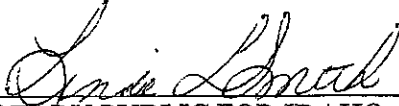
By Robyn Newcomb 5/23/06
Robyn Newcomb, Date
Chairman, Starweather ARC

STATE OF IDAHO)
) ss.
County of Blaine)

I, Linda L. Smith, a notary public, do hereby certify that
on this 23 day of May, 2006 personally appeared before me ROBYN NEWCOMB known to
me to be the President of Starweather Owners' Association, Inc. and signed the foregoing
document as the President and that the statements therein contained are true.

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



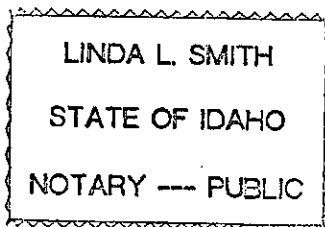



NOTARY PUBLIC FOR IDAHO
Residing at Hailey, Idaho
Commission Expires 11/09/10

STATE OF IDAHO)
) ss.
County of Blaine)

I, Linda L. Smith, a notary public, do hereby certify that
on this 23 day of May, 2006 personally appeared before me ROBYN NEWCOMB, known to
me to be the Chairman of the Starweather ARC and signed the foregoing document as the
Chairman and that the statements therein contained are true.

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





NOTARY PUBLIC FOR IDAHO
Residing at Hailey, Idaho
Commission Expires 11/09/10

**AMENDED AND RESTATED
STARWEATHER ARCHITECTURAL REVIEW
COMMITTEE RULES**

INTRODUCTION

These Amended and Restated STARWEATHER ARCHITECTURAL REVIEW COMMITTEE RULES (the "ARC Rules") were approved by the ARC on March 2, 2006 adopted by the Board of Directors of the Starweather Owners' Association, Inc. at a meeting on April 13, 2006. These Rules became effective on May 23, 2006 when they were recorded with the Blaine County Recorder at Hailey, Idaho.

These ARC Rules supersede all previous Starweather Architectural Review Committee Rules. These Rules govern all improvements at Starweather. These ARC Rules preserve and protect the natural beauty of Starweather by requiring high quality improvements and discouraging low quality, poorly constructed improvements.

The Committee will approve a construction proposal only if it complies with these Rules.

SECTION 1.0 DEFINITIONS

The following words and phrases shall have the meanings specified below:

1. **ATTACHED** - any structure which shares a common wall with the main structure or is connected by an enclosed walkway or corridor.
2. **ARCHITECTURAL CONCRETE** – shall mean sandblasted concrete or concrete with an exposed aggregate surface.
3. **ARCHITECTURAL REVIEW COMMITTEE ("ARC")** - shall mean the ARCHITECTURAL REVIEW COMMITTEE created pursuant to Article IV of the CC&R's.
4. **ARC RULES** - shall mean the ARCHITECTURAL REVIEW COMMITTEE RULES together with any amendments.
5. **ASSOCIATION** - shall mean the Starweather Owners' Association, Inc., an Idaho non-profit corporation.
6. **CC&R'S** – shall mean the Starweather Covenants, Conditions and Restrictions together with any amendments.
7. **BOARD** - shall mean the Board of Directors of the Starweather Owners' Association, Inc.
8. **BUILDING ENVELOPE** - shall mean the area designated on the plat to contain

the building footprint of any single-family dwelling, guest house, outbuilding or other permitted structure.

9. **BUILDING FOOTPRINT** - is the area within the perimeter created by a vertical extension to the ground of the exterior walls of all enclosed portions of a building, including attached garages and enclosed decks, porches, solariums, stairs and similar enclosed extensions, attachments, and attached accessory structures. Not included in the footprint are unenclosed portions or extensions of buildings, including but not limited to, unenclosed decks, porches, stairs, porte cocheres, eaves, walkways and roof overhangs.

10. **COMMITTEE** - shall mean the Starweather Architectural Review Committee.

11. **IMPROVEMENT** - shall mean all structures, landscaping and appurtenances including, without limitation, buildings, outbuildings, barns, stables, loafing sheds, garages, carports, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, trees and shrubs, poles, signs, solar equipment, recreational structures and equipment, light fixtures or structures, landscape berms, enclosures, play structures, climbing walls and swimming pools.

12. **ENCLOSED** - shall mean surrounded on at least three (3) sides by walls, and on the top by a roof.

13. **EXISTING GRADE** - shall mean the natural grade on a lot prior to any site preparation, excavation, grading or filling.

14. **PLAT** - shall mean all Plats of the Starweather Subdivision recorded with the Blaine County Recorder at Hailey, Idaho.

15. **RESTRICTIONS** - shall mean the Starweather Covenants, Conditions and Restrictions, sometimes referred to as the "CC&R's."

16. **SINGLE FAMILY RESIDENCE** - shall mean a building designed to be occupied by not more than one (1) family, its servants and occasional guests plus an attached or detached garage. A garage may include guest or servants' quarters if they comply with Blaine County regulations.

17. **STRUCTURE** - shall include any building, sign, fence or other man-made object.

SECTION 2.0 STARWEATHER ARCHITECTURAL REVIEW COMMITTEE POLICY AND RESPONSIBILITIES

2.1 **COMMITTEE POLICY.** All property in Starweather is subject to the CC&R's together with any and all Supplemental Declarations and these Starweather ARC Rules. **EXCEPT AS PROVIDED IN SECTION 3.6, THESE RULES REQUIRE PRIOR WRITTEN ARC APPROVAL FOR ALL LANDSCAPING, NEW CONSTRUCTION OR ANY ALTERATION OF IMPROVEMENTS.**

Except as provided in Section 3.6 no construction shall commence on any new building, structure, landscaping, fence, sign, or related improvement, nor on any addition, alteration, or change to the exterior of any existing building structure, fence, sign, landscaping or related improvement until the Committee has approved the plans and specifications. Excavation and removal of trees or planting of vegetation requires prior written Committee approval.

2.2 COMMITTEE RESPONSIBILITIES. The Committee shall review all plans and specifications for landscaping, new construction, changes in the existing state of any Starweather property, or alteration of improvements in Starweather to determine compliance with Starweather CC&R's and these ARC Rules. Specifically, the CC&R's provide:

The Architectural Review Committee shall have complete discretion to approve or disapprove any change in the existing state of the Property and shall exercise such discretion with the following objectives in mind, among others: to carry out the general purposes expressed in this Declaration; to prevent violation of any specific provision of this Declaration or any supplemental declaration; to prevent any change which would be unsafe or hazardous to any persons or property; to minimize obstruction or diminution of the view of others; to preserve visual continuity of the area and to prevent a marked or unnecessary transition between improved and unimproved areas or any sharp definition of boundaries or property ownership; to assure that any change will be of good and attractive design and in harmony with the natural setting of the area and will serve to preserve and enhance existing features of natural beauty; to assure that material and workmanship for all improvements are of high quality comparable to other improvements in the area; and to assure that any change will require as little maintenance as possible so as to assure a better appearing area under all conditions. (Article IV, Section 4.04, Starweather CC&R's)

THE COMMITTEE DOES NOT ASSUME ANY RESPONSIBILITY FOR THE FOLLOWING:

2.2.1 The structural capacity or the building code compliance, or County ordinance compliance of any proposed improvement.

2.2.2 Whether or not the location of the proposed improvement is free from man-made or natural hazards.

2.2.3 The internal operation or functional integrity of the improvement.

NOTE: ALL CONSTRUCTION IN STARWEATHER MUST COMPLY WITH ALL GENERAL LAND USE REQUIREMENTS AND BUILDING CODES ESTABLISHED BY BLAINE COUNTY AND OTHER GOVERNMENTAL AGENCIES.

SECTION 3.0 DESIGN REVIEW PROCEDURE

3.1 COMMITTEE MEETINGS. A monthly ARC meeting schedule will be established. The ARC shall provide reasonable notice for such meetings to all interested parties. If necessary, the Committee will conduct site inspections of agenda items prior to each regular meeting.

The owner or his or her representative may be required to attend site inspections to answer any questions regarding the proposal. Special ARC meetings may be arranged at the applicant's expense.

3.2 COUNTY APPROVAL. All Starweather applicants must first obtain a building permit from Blaine County prior to beginning construction for which a building permit is required.

3.3 FINAL REVIEW SUBMITTAL REQUIREMENTS. All requests for final site plan and architectural review shall be submitted by the lot owner(s) of record and shall be accompanied by all of the following:

3.3.1 Plan Package. The plan package submittal for final approval shall be prepared in a professional manner consistent with these Rules

3.3.2 Construction Agreement. The Starweather Construction Agreement is set forth as Schedule A, and must be signed by the ARC and all property owners before work may begin on any project. All signatures must be notarized. The Committee specifically authorizes the Construction Agreement (Schedule A). Any violation of the Construction Agreement shall be a violation of both the ARC Rules and the Starweather CC&R's.

3.3.3 Required Fee. The fee schedule for Committee review appears in Schedule B. This schedule is subject to change.

3.3.4 Notice of Building Envelope Shift Applications. At least thirty (30) days prior to any Committee meeting to consider a building envelope shift application, the Committee shall mail notice (by certified mail return receipt requested) of the meeting to all Owners of property located within three hundred feet (300) of the subject property. The Committee shall retain all certificates of mailing.

3.3.5 Deadlines. All of the items listed in paragraphs 3.3.1 through 3.3.4 above must be received by the Committee at least fourteen (14) days prior to the date of the final review Committee meeting. All applications for variances or building envelope shifts must be received by the Committee's managing agent at least thirty (30) days prior to the scheduled hearing.

NO APPLICATION SHALL BE CONSIDERED UNTIL ALL STARWEATHER ASSESSMENTS, LIENS, FEES AND CHARGES ARE FULLY PAID.

3.4 PRELIMINARY PLAN REVIEW. The optional preliminary plan review allows the Committee to comment on the proposed design and to advise the Owner of any required changes.

Preliminary submittals must indicate the location of the proposed improvement and contain sufficient plans and elevations to demonstrate its exterior character. This submittal may be informal because the preliminary review will be advisory only. Preliminary submittals must include the preliminary plan review fee set specified in Schedule B.

The preliminary plan submittal does not require a signed Construction Agreement.

The preliminary plan review fee will be applied toward the fee for final design approval review.

3.5 BUILDING ENVELOPE SHIFT SUBMITTAL REQUIREMENTS. All applications to shift the location of a building envelope on a Starweather Lot shall provide the following information:

- a. An engineering drawing prepared by a licensed Idaho engineer, at a scale of no less than 1"= 20", showing the location of the existing and proposed building envelopes. The engineering drawing shall also show site specific Intermediate Regional Flood (IRF) and floodway locations as determined from the latest Army Corps of Engineers' survey. The engineering drawing shall also show the location of adjoining houses or improvements. The engineering drawings shall be signed and stamped by the engineer.
- b. The building envelope shift fee set out in Schedule B.
- c. A written statement listing all reasons for the proposed building envelope shift.
- d. All applications for building envelope shifts must be received by the ARC's managing agent at least thirty (30) days prior to the scheduled hearing date.

3.6 ADMINISTRATIVE APPROVAL OF MINOR ALTERATIONS. Minor building alterations or landscape changes may be approved administratively by two (2) ARC members, one of whom must be a licensed Idaho architect, if the proposed alteration is both minor and consistent with the intent of these ARC Rules. The ARC may charge non-refundable fee of up to One Hundred Dollars (\$100) for an administrative approval.

SECTION 4.0 FINAL SITE PLAN AND ARCHITECTURAL REVIEW

An application for final design review and approval shall include two (2) copies of the complete Plan Package, together with a signed Construction Agreement, and fee.

4.1 PLAN PACKAGE. The Plan Package submittal for final design approval shall include the following:

4.1.1 Site Plan. A Site Plan, at a scale of not less than 1"=20' showing the building lot and the following:

(a) Property Lines and Dimensions as shown on the recorded plat and indicating minimum twenty-five foot (25') setbacks for front, side and rear.

(b) Building Centroid, if any, as shown on the recorded plat and dimensions from the centroid to property corners.

(c) Building Envelope delineated as shown on the recorded plat.

(d) Proposed location of the improvement and its relationship to the Building Centroid, Building Envelope and property lines. Include proposed setbacks.

(e) Grading or Topography Plan showing current site information provided or prepared by a licensed Idaho engineer showing existing and proposed shape of the earth as it relates to any new or existing structures. This plan shall show contour intervals not greater than two (2) feet when the slope is less than 25% and not greater than five (5) feet when the slope is 25% or greater. Show all existing and proposed drainage channels and patterns, swales, culverts, catch basins and subsurface drainage systems. Clearly indicate any drainage which might be directed onto neighboring property and show how water will be handled to prevent such encroachment.

(f) Indicate location of the elevation benchmark used to establish existing grade and to set all finish elevations. This benchmark shall be established by a licensed Idaho Engineer and shall be shown on the topography plan.

(g) Prominent site features such as rock outcroppings, existing vegetation and water courses or features shall be clearly delineated on the site plan.

(h) Driveway location, width, grades, and proposed surface material. Also show proposed turnarounds and parking areas and delineate all snow storage areas.

(i) Locate all maintenance, utility, and snow storage easements.

(j) General location and size of drainfield.

(k) Location of adjoining houses.

(l) An engineering drawing, prepared by a licensed Idaho engineer, showing the site specific Intermediate Regional Flood (IRF) and floodway locations as determined from the latest Army Corps of Engineers' survey .

4.1.2 Architectural Drawings: All architectural drawings must be prepared by a licensed Idaho architect and shall include the following:

(a) Floor plans at a scale of not less than 1/8"=1' and showing all floors, basements, lofts, and spaces. Show square footage of each floor. Show elevations of both finished first floor and garage slab.

(b) Call out exterior materials on the plans. Specify color, type of material and finish of siding, trim, doors, windows, facia, roof, exposed foundation, skylights, decking, handrails, and all attached or recessed lighting. Color and material samples are required.

(c) Provide exterior elevations, at a scale of not less than 1/8"=1', showing all elevations of the proposed improvement with a detailed description of all surface materials. Also show all proposed finish grades relative to each elevation indicated on the grading plan.

(d) Provide cross-sections taken through the proposed improvement at its highest point indicating the height of the structure above both existing grade and proposed grade. Where pertinent, a section should be taken through the structure to the street indicating any grade differential showing how the differential will be handled in providing access to the proposed improvement.

(e) Provide a roof plan showing roof pitch, valleys, hips, and gables.

4.1.3 Landscape Drawings. The Landscape Drawings for a new residence shall be prepared by a licensed Idaho landscape architect. The ARC must approve the landscape plan in writing before construction may begin on any new residence. The landscape drawings shall include the following:

(a) A Landscape Plan showing all trees, shrubs, ground covers, seeded lawn areas, sodded lawn areas, natural grass areas, and areas to be revegetated after final grading and construction cleanup. The plan shall include a list of species, variety, size, quantity, spacing, and location of all proposed plant materials.

(b) An Irrigation Plan showing the method and limits of irrigation for all landscaped areas and the exact total square footage of all irrigated area.

IMPORTANT: AN ADEQUATE IRRIGATION SYSTEM IS REQUIRED FOR ALL PLANTED AREAS AND MUST INCLUDE AN AUTOMATIC CONTROLLER.

(c) Decks, retaining walls, privacy screens, awnings, canopies, gazebos, benches and steps shall be clearly delineated on the plans in sufficient detail to show their finished appearance.

(d) Landscape Lighting shall be clearly delineated on the plan indicating location, appearance, height, material, and type of light source.

(e) Grading plan showing existing and proposed grades.

Items (b), (c), (d) and (e) may be shown on the site plan.

4.1.4 Landscape Construction Agreement. The construction and installation of all landscape improvements for a new residence shall be governed by the Construction Agreement provided in Schedule A. A fully executed Construction Agreement must be filed with the ARC prior to commencement of any landscape work done in association with the construction of a new residence.

SECTION 5.0 CONSTRUCTION REVIEW PROCEDURES.

The ARC, or its agent, may conduct on-site inspections as follows:

5.1 **ARC INSPECTION**. The ARC inspection usually occurs on the day the proposed improvement is brought before the Committee for final approval. The owner may be asked to stake corners, centroid, envelope, and proposed driveways.

5.2 **FINAL INSPECTION**. Performed after final installation of all items on the approved architectural, site and landscape plans to determine whether the work complies with the approved plans.

5.3 **REQUIRED SUBMISSIONS**. The Owner shall submit the following items to the Committee:

5.3.1 Foundation Grade Survey. Within three (3) weeks after the foundation is completed the Owner shall submit a certificate prepared by a licensed Idaho engineer verifying the foundation is in the correct place shown on the approved plans. An elevation benchmark shall be established and installed by a licensed Idaho engineer. A finished floor elevation shall be established by a licensed Idaho engineer.

5.3.2 Roof Height Certification. Within one (1) week after the roof structure is in place and all openings have been framed, the Owner shall submit a statement, signed by a licensed Idaho engineer, certifying the roof height does not exceed the height shown on the approved plans.

IMPORTANT NOTICE: ANY CHANGE OR DEVIATION FROM ANY APPROVED BUILDING OR LANDSCAPE PLAN WITHOUT WRITTEN APPROVAL OF THE COMMITTEE MAY RESULT IN THE OWNER, AFTER NOTICE AND HEARING, BEARING THE COST OF CORRECTIONS REQUIRED TO BRING THE WORK INTO COMPLIANCE WITH THE APPROVED PLANS OR THE ARC MAY HALT WORK ON THE PROJECT UNTIL THE OWNER CURES THE DEFECT.

SECTION 6.0 TERM OF DESIGN REVIEW APPROVALS.

Site plan and architectural approvals granted by the Architectural Review Committee for new construction (including the approval of a landscaping plan for a new residence) shall expire 365 days from the date of final approval and 180 days from the date of approval for alterations of existing structures such as dog runs, landscape improvements, decks, fences and other similar improvements. Construction must begin within said 365 days or 180 days. If construction has not begun in that time, plans must be resubmitted to the Committee for approval. An additional fee may be required.

All building construction must be completed within twenty (24) months of the date construction begins unless the ARC has granted a written extension for good cause shown.

SECTION 7.0 IMPROVEMENT RULES

The following rules apply to all improvements in Starweather, subject to any further restrictions in the CC&R's.

7.1 PRESERVATION OF SIGNIFICANT VIEWS. Views from neighboring property should be preserved wherever reasonably possible. However, Starweather owners have no right to maintenance of existing views across adjacent property.

7.2 EXTERIOR LIGHTING. Light sources must be shielded. Light sources, shielding and finishes of exterior light fixtures must be approved by the Committee in writing. No light source should be visible when viewed from a distance of ten (10) feet or more. Every lighting plan shall indicate how lighting will be provided. Lighting plans should show how light will affect neighboring property or the common area. All lighting should be shown in plans, with accompanying specifications and catalogue cuts.

Holiday lighting may be displayed only from December 1 to January 15. Holiday lighting must be subdued so it does not interfere with the right of adjoining owners to enjoy a dark sky.

7.3 SCALE OF BUILDING. Buildings shall be scaled to blend with natural features so the buildings do not become overpoweringly large. Changing the plane of walls, changing wall directions and providing some variety in roof forms gives diversity and visual interest.

7.4 ROOFS

7.4.1 Slopes. Roof slopes should be between 4:12 and 12:12.

7.4.2 Surfacing Materials. Roof surfaces should help the building blend with its site. Roof flashing colors must blend with the roof and upper wall surfaces. Metal roofs of the following types are allowed: self-oxidizing copper; Corten-type and muted non-reflective painted metal. Bright or highly reflective metal roofs are prohibited. Other types of metal roofs may be allowed by the Committee upon a showing such metal roofs comply with the intent of both these Rules and the CC&Rs.

7.4.3. Appurtenances. Wood, stucco, concrete and masonry flues are permitted. Solar collectors or other roof appurtenances may be approved by the Committee if they are consistent with the intent of these Rules.

7.5 EXTERIOR BUILDING FACADES

7.5.1 Color of Exterior Walls. Exterior wall colors shall blend with the site. Dominant warm, earthy tones of gray, red, tan or brown are encouraged.

7.5.2 Windows. Windows may be wood or wood clad with color-fast vinyl or coated aluminum. Metal or metal covered windows must be coated with an approved finish.

7.5.3 Siding Materials. Permitted siding materials are: Wood, stone, stucco, brick, or architectural concrete. The ARC may approve other siding materials if they are consistent with the intent of these Rules.

7.6 **RETAINING WALLS.** All foundation walls or retaining walls with more than 12" visible above grade must have a treatment on the surface which has been previously approved by the Committee in writing. Approved finishes are stone, stucco, sandblasted concrete, exposed aggregate and wood. Other finishes will be considered if the ARC finds they are consistent with the intent of these Rules.

7.7 **FENCING AND WALLS.** Starweather discourages fences, walls or hedges which define property lines or largely enclose front or rear yards. Fenced or walled areas should be consistent with the dwelling's architecture. Except for horse corrals, fenced or walled areas should not exceed five hundred (500) square feet.

Applications for fence or wall approvals shall include the height above grade, the location, the color and design of the proposed material, sample of the proposed materials and a paint or stain strip.

Fencing or walls shall not exceed four feet (4') above grade. Fences and walls should parallel dwelling walls and should blend with the terrain. Fences or walls running perpendicular to the grade should be stepped and dropped not more than twelve inches (12") in eight feet (8').

Street-side courtyards may have walls up to six feet (6') above grade if the courtyard walls meet Blaine County setback requirements.

All gates shall match adjoining fencing and shall be no higher than adjoining fencing. All fence materials must be approved by the ARC in writing.

Boundary fences are prohibited except for horse corrals, public access walk-throughs and common area boundaries.

7.8 **LANDSCAPING.** All disturbed areas shall be revegetated immediately following completion of improvements. Landscaped areas shall be irrigated by an adequate automated underground irrigation system. The aggregate irrigated area of any Starweather lot shall not exceed one-half (1/2) acre. The ARC strongly encourages Owners to limit the aggregate irrigated area to significantly less than one-half (1/2) acre.

Landscaping shall begin as soon as possible following completion of structures. Landscaping shall be completed within sixty (60) days of the beginning of landscape work. The Committee may establish a reasonable start date upon written notice to the Owner. The Committee may require financial assurance to insure the landscaping is completed, including, but not limited to, a bond or letters of credit in favor of the Starweather Owners' Association. Landscaping work shall be pursued diligently.

7.9 **DRIVEWAYS.** All driveways shall be constructed of either crushed rock or another hard surface material approved in writing by the ARC. Asphalt or masonry pavers are acceptable.

7.10 **DOG RUNS.** Dog runs are allowed only by ARC approval. Dog runs are not allowed as a matter of right. The ARC has full discretion to approve or disapprove dog runs.

Dog runs must comply with all Blaine County setback and zoning regulations. A dog run fence may not be more than six feet (6') above finish grade. Dog runs shall not exceed one hundred fifty (150) square feet.

All dog runs must be attached to the dwelling and landscaped or faced with the same material as the house to obscure the dog run from neighboring dwellings and the street. However, see-through fencing is allowed on dog run walls not visible from either streets or neighboring residences.

7.11 **BUILDING ENVELOPE.** All structures shall be located inside the platted building envelope. No structures are allowed outside the platted building envelope.

7.12 **PONDS AND WATERWAYS.** Artificial ponds are prohibited. Existing natural ponds, drainage ditches, irrigation ditches, overflow channels and waterways may not altered in any way.

Artificial water features may be approved by the ARC if it finds the proposed water feature is consistent with the intent of these Rules. Water features may not have a surface in excess of one hundred (100) square feet and shall be no deeper than twelve inches (12") below finish grade.

Before submitting an application for approval of a water feature to the ARC, the Owner must first get all necessary approvals from all relevant government agencies including, but not limited to, Blaine County, the Idaho Department of Water Resources and the U.S. Army Corps of Engineers. The ARC has complete discretion and authority to approve, disapprove or impose reasonable conditions on any proposed water feature. Water features must include an automatic water recirculation mechanism.

7.13 **USED OR PREFABRICATED BUILDINGS.** Except as provided in this Section, no building or outbuilding previously constructed, used or occupied elsewhere may be moved into Starweather. Modular or prefabricated homes are prohibited.

Small one story modular or prefabricated storage sheds may be allowed by the ARC if the total footprint does not exceed one hundred fifty (150) square feet. Modular or prefabricated outbuildings finished in vinyl or metal are prohibited. The ARC may approve outbuildings sided with material similar to or consistent with the finish of the primary residence. The ARC may require landscape screening for prefabricated or modular outbuildings.

SECTION 8.0. RELOCATION, EXPANSION OR MODIFICATION BUILDING ENVELOPES

8.1 COMMITTEE POLICY & FINDINGS. The ARC will balance an Owner's desire to relocate, expand or modify a building envelope with other Owners' expectations the natural features of the common area, river parks, river and other existing building envelopes will be preserved.

The Committee finds locating houses and landscaping in close proximity to common areas and the river will negatively affect use and enjoyment of the common areas and the river. The ARC wants to maintain the maximum possible distances between Starweather residences and the river park. The ARC finds common areas and river park areas were intended for maximum private use and enjoyment of all Owners.

The ARC will not relocate a building envelope if the proposed shift will unreasonably impact either adjacent residences or the river park.

8.2 REVIEW STANDARDS. In assessing an application to modify or relocate a building envelope, the Committee will consider the following:

1. The building plans submitted. Building plans are required for a building envelope shift application.
2. The applicant must submit a signed statement of intent to construct a primary residence on the property in accordance with the building plans.
3. The aesthetic impact on the subdivision of building a residential dwelling on the current building envelope as compared to the proposed envelope.
4. The impact of the proposed envelope on adjacent Owners and on lots across the street.
5. The impact on view corridors.
6. The impact on use and enjoyment of the common area and the river.
7. The feasibility of building a residence on the proposed relocated building envelope above the elevation of the Intermediate Regional Flood.

8.3 PREFERENCE OF MODIFICATION, EXPANSION AND RELOCATION. The ARC prefers to expand building envelopes to allow for less obtrusive construction. If expansion of a building envelope is unacceptable to the Owner, the Committee will consider relocating the building envelope on another portion of the lot consistent with the criteria listed in Section 8.2 above.

8.4 SUBMITTAL OF BUILDING PLANS. No request to relocate, modify, or extend any building envelope shall be considered unless the Owner has submitted to the ARC a full and complete set of building plans including topographic study, site plan, floor plans, elevations,

landscape drawings, or IRF study (if applicable) prepared by a licensed Idaho engineer, and any additional information required by the ARC. All plans shall comply with Section 4.1 of these Rules.

8.5 EXPIRATION OF APPROVAL. Any Committee approval permitting the relocation, modification or expansion of any building envelope within Starweather shall expire 365 days from the date of approval. For good cause shown the ARC may extend an approval once for an additional 365 days.

8.6 CLEARING OF BUILDING ENVELOPE. No lot shall be cleared or modified except in connection with the commencement of construction of buildings, structures or improvements previously approved in writing by the ARC.

SECTION 9.0 APPEALS AND VARIANCES

9.1 APPEALS. Any lot Owner aggrieved by any final decision of the ARC may appeal directly to the Board of Directors of the Association by filing a Notice of Appeal with the Secretary within fourteen (14) days after the ARC's final decision. The Board of Directors shall set an appeal hearing on a date within thirty (30) days of the Notice of Appeal.

At the appeal hearing, the ARC shall present the record of its proceedings to the Board of Directors together with the reasons for its decision. The Board may require either written or oral presentations from all parties. The Board of Directors shall notify the parties at least ten (10) days prior to the hearing whether presentations will be written or oral.

The Board of Directors shall issue its written appeal decision in writing within fourteen (14) days after the appeal hearing. The decision of the Board of Directors shall be final.

9.2 VARIANCES. In accordance with Section 4.12 of the CC&R's, the ARC may authorize a variance from the ARC Rules when circumstances such as topography, natural obstructions, aesthetic or environmental considerations present a genuine hardship. Variance applications shall be made on the form attached to these Rules as Schedule C. The applications must be accompanied by the variance fee set out in Schedule A. A variance will be granted when three (3) members of the ARC have approved the variance in writing, their signatures have been notarized and the variance has been recorded with the Blaine County Recorder. The variance becomes effective when recorded.

The variance approval process may be time consuming. No Owner has a right to a variance and the decision whether or not to grant a variance rests in the discretion of the ARC. The applicant must have obtained all required government approvals before applying for a variance.

No variance may be granted without a public hearing. The ARC shall send thirty (30) days written notice of any variance hearing to all Starweather Owners describing the variance

sought and setting the hearing date. At the hearing, any Owner may appear in person or in writing to state his or her views on the proposed variance.

If a variance is granted, no violation of these Rules or the CC&R's shall have occurred with respect to the variance. Granting a variance shall not waive any of these Rules for any purpose except as to the particular property and rule covered by the variance.

SECTION 10 ENFORCEMENT

10.1 VIOLATIONS. Any violation of these Rules shall constitute a violation of the Starweather CC&R's. In accordance with Section 9.03 of the Starweather CC&R's, the Starweather Board of Directors may, after notice and hearing, either halt work on the Project until the violation is cured or enter any lot and correct any violation of these Rules. The Owner shall reimburse the Starweather Association for all costs associated with such stop order or correction including, but not limited to, construction costs, professional fees (including attorney's fees) and all other costs associated with any violation of these Rules.

10.2 CONSTRUCTION AGREEMENT. The ARC hereby adopts the Construction Agreement attached to these Rules as Schedule A. No work may begin on any improvement, landscaping or alteration of any improvement until the Owner has submitted a Construction Agreement signed by the Owner and approved in writing by the ARC. A violation of the Construction Agreement shall be a violation of these ARC Rules and the CC&R's and shall be subject to the sanctions set out in Section 10.1.

10.3 FEE SCHEDULE. The ARC hereby adopts the fee schedule appended hereto as Schedule B. No application to the ARC will be considered until all appropriate fees have been paid in full.

10.4 ROAD IMPACT FEE. Prior to the start of any construction, and as a condition precedent to the approval of construction by the ARC, the Owner shall pay to the Starweather Owners' Association, a non-refundable road impact fee of Two Thousand Dollars (\$2,000). This fee will be used by the Association to repair damage to roads and common area caused by construction activities.

10.5 CONSTRUCTION PERFORMANCE BOND. Prior to the commencement of any construction the Owner shall obtain a Three Thousand Dollars (\$3,000) performance bond in favor of the Starweather Owners' Association. The performance bond shall be issued by an insurance company authorized to do business in Idaho. The Owner shall provide the ARC with a copy of the performance bond. The performance bond shall allow the Starweather Owners' Association to recover from the bond any costs incurred by the Association in enforcing the ARC Rules against the Owner. If such bond is exhausted and additional enforcement costs remain to be reimbursed, such additional costs shall be collected according to the special assessment provisions of Section 9.03 of the CC&R's.

SECTION 11 MISCELLANEOUS

11.1 ADOPTION. These ARC Rules shall become effective when recorded with the Blaine County Recorder following adoption of these Rules by a majority of both the ARC and of the Starweather Board of Directors at duly noticed meetings.

11.2 AMENDMENT. Any proposed amendment of these Rules must first be submitted to the ARC. If a majority of the ARC votes to adopt the amendment, the ARC shall forward it to the Board of Directors. A majority of the Starweather Board of Directors may amend these ARC Rules at any duly noticed regular or special meeting called for that purpose. An amendment becomes effective when recorded with the Blaine County Recorder.

11.3. EFFECTIVE DATE, NON-CONFORMING USES. These ARC Rules become effective when recorded with the Blaine County Recorder. The ARC recognizes there are improvements in Starweather as of the effective date of these Rules which do not comply with these Rules. These Rules may transform some improvements at Starweather into non-conforming uses.

If any Starweather improvements should be substantially destroyed by fire, earthquake, flooding, landslide, storm, lightning or any other cause so as to be rendered unusable or uninhabitable, then any replacement improvement shall conform to these Rules. Provided, however, such replacement improvements need not conform to these Rules if the replacement improvement is built upon the original foundation, or upon a foundation of the same size and location as the original foundation, and duplicates the exterior configuration and size of the original improvement. The replacement improvement shall duplicate, as exactly as possible, the original structure. A replacement improvement, or any portion thereof, which exceeds the size of the original structure must comply with these Rules.

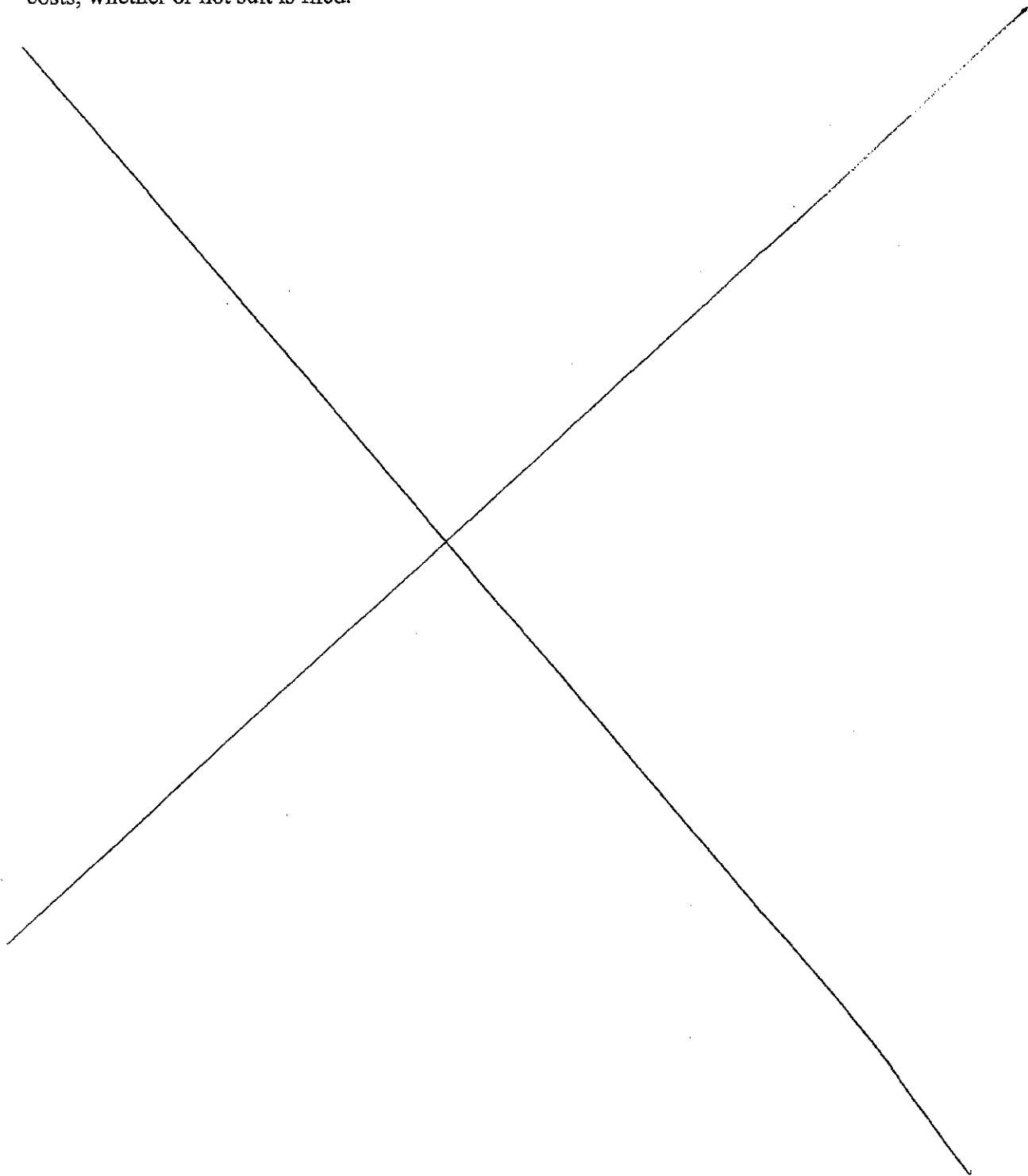
After the effective date of these Rules, no non-conforming dwelling or outbuilding may be remodeled so as to increase its total square footage unless the addition complies with all of the provisions of these Rules.

11.4. SEVERABILITY. If any portion of these Rules is held by a Court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remaining portions of these Rules.

11.5. NON-WAIVER. Consent by the ARC to any matter to it or within its jurisdiction, or failure by the ARC or the Association to enforce any violation of these Rules, shall not constitute a waiver impairing the ARC's right to withhold approval as to any similar matter thereafter proposed or submitted to it for consent. Such consent shall not bar enforcement of any subsequent or similar violation of these Rules.

11.6. ARC RULES ON FILE. A current copy of these Rules shall be maintained at the office of the authorized agent of the Starweather Owners' Association, Inc.

11.7. **ATTORNEY'S FEES.** In the event of any dispute arising out of the enforcement of these Rules, the non-prevailing party shall pay to the prevailing party its reasonable attorney's fees and costs, whether or not suit is filed.



SCHEDULE A

CONSTRUCTION AGREEMENT FOR LOT NO. _____

DATE PICKED UP: _____

DATE RETURNED: _____

STARWEATHER CONSTRUCTION AGREEMENT

In consideration of approval to construct improvements by the Starweather Architectural Review Committee ("Committee"), dated _____, _____ ("Owner") hereby promises the following:

1. Owner has read the current Starweather Covenants, Conditions and Restrictions ("CC&R's") and the Architectural Review Committee Rules ("ARC Rules") and fully understands their requirements. Owner agrees to abide by all the CC&R's, the ARC Rules and this Construction Agreement. This Agreement governs construction of all improvements including landscaping.

2. The Committee may require three (3) site inspections as outlined in the Rules. Owner understands, within three (3) weeks after the foundation is completed, Owner must furnish the Committee with a certificate from a licensed Idaho engineer that the foundation complies with all approved drawings. Within one (1) week after the roof structure is in place and all openings have been framed, Owner must furnish the Committee with a statement from a licensed Idaho engineer that the roof height does not exceed the height shown on the approved plans.

3. After the Committee approves plans, a building permit must be obtained from Blaine County prior to commencement of construction.

4. Any deviation from the approved plans may result in an order, issued in accordance with Section 10.1 of the ARC Rules, to halt construction until the deviation is corrected. If, after notice and hearing, the ARC determines a violation of these Rules has occurred then all plans must be resubmitted to the Committee for approval. An additional fee may be required. The Committee may also, after notice and hearing, enforce any other sanction authorized by Section 10.1 of the ARC Rules.

5. Owner shall bear the cost of any corrections required by the Committee because of Owner's failure to follow the plans approved by the Committee. Any deviation from the approved plans is a violation of the Starweather CC&R's which may subject the Owner to civil remedies, remediation costs, or an order halting work on the Project.

6. All construction shall be completed in accordance with approved plans. Construction shall occur within the boundaries of Owner's property and Owner shall be liable

for any and all damage to roads, adjacent properties and common area caused by Owner, Contractor, subcontractor, or any persons connected with work covered by this Agreement.

7. Committee approval for construction or alteration of any improvement is valid for three hundred sixty five (365) days on new construction and one hundred eighty (180) days for alterations of existing structures. If construction has not begun in that time, the approval shall expire and plans must be resubmitted to the Committee for further approval. An additional fee may be required.

8. All work delineated on the approved plans must be completed within two (2) years of final approval. . Failure to complete the project within the required time is a violation of the Starweather CC&R's and may subject the Owner to civil remedies. The Owner may request an extension of the completion deadline for good cause shown.

9. All approved landscaping must be installed in accordance with both ARC approved landscaping plans and this Construction Agreement.

10. No music may be played by Owner or any contractor or subcontractor at a decibel level loud enough to be heard beyond the boundaries of the property. In the event of an uncured or repeated violation of this paragraph, Owner agrees to stop all construction work and remove and bar the offending employee, agent, contractor, subcontractor or vendor from Owner's property for the remaining construction activity covered by this Agreement.

11. No construction work on the exterior of the residence will commence before 8:00 a.m. All construction activity shall cease no later than 6:00 p.m., Monday through Friday. The ARC may allow limited construction work on Saturdays. No exterior construction is allowed on Sundays. In the event of an uncured or repeated violation of this paragraph, Owner agrees to stop all construction work and remove and bar the offending employee, agent, contractor, subcontractor or vendor from Owner's property for the remaining construction activity covered by this Agreement.

12. The Owner shall submit a construction plan showing construction fencing and materials stockpiling. On site construction parking is required. The ARC may modify the parking requirement for good cause shown. Owner shall clean construction debris from Teal Drive, Mallard Lane or Starweather Drive on a weekly basis by no later than 5:00 p.m. on Fridays. The ARC may require the Owner to reimburse Starweather Subdivision Owners' Association for the cost of any clean-up authorized by the Association.

13. Extreme care must be taken during excavation to insure trees are not damaged. Also, brush, surplus soil and other excavation debris must promptly be removed from the building site. Blowing dust must be controlled by watering on a daily or hourly basis as may be required until blowing dust has been abated or final landscaping has been installed. The Committee may ask the Owner's general contractor to submit a dust abatement plan.

14. No dogs shall be permitted on the construction site during the course of construction. In the event of an uncured or repeated violation of this paragraph, Owner agrees to stop all construction work and remove and bar the offending construction worker[s] and/or dog[s] from Owner's property for the remaining construction activity covered by this Agreement.

15. Owner shall require all employees, agents, contractors, subcontractors and vendors to faithfully observe the posted 20 M.P.H. speed limit within Starweather. In the event of an uncured or repeated violation of this paragraph, Owner agrees to stop all construction work and remove and bar the offending employee, agent, contractor, subcontractor or vendor from Owner's property for the remaining construction activity covered by this Agreement.

16. A small job office may be maintained on the site if approved in writing by the Committee. Temporary living quarters for workmen or the Owner are not permitted. The job office shall be removed within thirty (30) days after completion of the permanent building. If more than one job office or storage container is planned, the Owner's general contractor shall submit to the Committee a plan for structure placement.

17. A permanent water connection and temporary enclosed chemical toilets must be available during all construction. To the extent reasonably feasible, chemical toilets should be screened from view and located away from neighbors and away from Starweather Drive, Mallard Lane and Teal Drive.

18. During construction, erosion shall be minimized through proper soil stabilization water control and timely revegetation. The Owner's general contractor shall implement appropriate erosion control techniques.

19. Owner shall not cut Starweather Drive, Mallard Lane or Teal Drive for any purpose without the prior written consent of the Starweather ARC. Owners shall temporarily patch any road cut immediately. Owner shall permanently patch any road cut within five (5) days. Repair of any road cuts shall meet Blaine County road specifications for compacting and patching so there is no "dip" or settling of the patched area.

20. Burning of construction materials or debris is prohibited.

21. Construction site snow must be stored on site or hauled away. No snow may be piled or stored on Starweather Drive, Mallard Lane or Teal Drive. Construction site snow may not be piled or stored on adjacent property without the prior written consent of the adjoining property owner.

22. Owner shall faithfully perform all conditions contained in the construction approval letter issued by the Starweather ARC.

23. In the event of any breach of this Agreement, Owner agrees to pay all costs and attorney fees incurred by the Starweather Subdivision Owners' Association in enforcing this Agreement. Under Section 9.13 of the CC&R's, the Committee may, after providing Notice to the Owner, enter the property and cure any violation of this Agreement by self help. Under Section 10.1 of the ARC Rules the Committee may issue a halt work order following a violation of this Agreement.

24. Notice of violation and demand to cure under this Agreement may be delivered orally or in writing and either shall be deemed effective upon delivery. Notice given to Owner's architect or contractor shall be deemed notice delivered to Owner.

25. Consent by the ARC to any matter to it or within its jurisdiction, or failure by the ARC or the Association to enforce any violation of these Rules, shall not be deemed to

constitute a waiver impairing the ARC 's right to withhold approval as to any similar matter thereafter proposed. Such consent shall not bar enforcement any subsequent or similar violation of these Rules.

26. In the event of any dispute arising out of the enforcement of this Construction Agreement, the non-prevailing party shall pay to the prevailing party its reasonable attorney's fees and costs, whether or not suit is filed.

27. This Agreement shall be construed in accordance with the laws of Idaho.

THIS AGREEMENT MUST BE SIGNED BY ALL RECORD OWNERS AND BY THE CONTRACTOR. THE OWNERS' SIGNATURES MUST BE NOTARIZED. THIS AGREEMENT BECOMES EFFECTIVE WHEN APPROVED BY THE ARC, SIGNED BY AN AUTHORIZED ARC REPRESENTATIVE AND THE AUTHORIZED SIGNATURE IS NOTARIZED.

OWNER

I/we, the undersigned Starweather property owner(s), have read and do understand the foregoing Construction Agreement contract. I/we understand this Construction Agreement is a binding contract. I/we are aware that we had the opportunity to review this agreement with legal counsel. We agree to follow all the terms and conditions of this Construction Agreement.

HOMESITE IDENTIFICATION: LOT NO. _____
STREET ADDRESS _____

OWNER:	SIGNATURE:	DATE:
_____	_____	_____
_____	_____	_____
_____	_____	_____

STATE OF IDAHO)
) ss.
County of Blaine)

On this ____ day of _____, _____, before me, the undersigned, a Notary Public in and for said county and state, personally appeared _____, known to me or proved to me upon satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that _____ executed the same.

WITNESS my hand and official seal.

Notary Public for Idaho
Residing at _____
Commission Expires _____

STATE OF IDAHO)
) ss.
County of Blaine)

On this ____ day of _____, _____, before me, the undersigned, a Notary Public in and for said county and state, personally appeared _____, known to me or proved to me upon satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that _____ executed the same.

WITNESS my hand and official seal.

Notary Public for Idaho
Residing at _____
Commission Expires _____

ARC ACCEPTANCE

The Starweather ARC has reviewed and approved the plans and specifications for the work covered by the foregoing Construction Agreement. ARC accepts the Owner's promise to be bound by all the terms and conditions of this Construction Agreement.

STARWEATHER ARC

By _____
 Member, Starweather ARC
Date _____

STATE OF IDAHO)
) ss.
County of BLAINE)

On this ____ day of _____, _____, before me, the undersigned, a Notary Public in and for said county and state, personally appeared _____, known to me or proved to me upon satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that _____ executed the same as a member of the Starweather ARC.

WITNESS my hand and official seal.

Notary Public for Idaho
Residing at _____
Commission Expires _____

CONTRACTOR

I am the authorized agent for _____ who will serve as the General Contractor on the project covered by the foregoing Construction Agreement. I have received and reviewed and understand the foregoing Construction Agreement. I agree to follow the terms and conditions of this Construction Agreement.

CONTRACTOR:

Printed Name of Contractor

Date: _____

SCHEDULE B

STARWEATHER ARCHITECTURAL REVIEW COMMITTEE FEE SCHEDULE

1.	SINGLE FAMILY RESIDENCE (includes three (3) meetings)	\$1,500
2.	SINGLE FAMILY RESIDENCE REMODELS, ADDITIONS OR MAJOR ALTERATIONS (Hourly fee at \$250/hr. for each hour beyond first hour)	\$1,000
3.	DOG RUNS, WALLS & LANDSCAPING ALTERATIONS (Including, but not limited to, landscaping, dog runs, decks, fences, walls, screens and remodels of any of the foregoing)	\$ 200
4.	REPAINTING EXTERIOR: SAME COLOR NEW COLOR	No Fee \$ 200
5.	SPECIAL MEETING BY REQUEST \$250 minimum plus \$250/hr. beyond first hour together with any engineering, architectural or attorney's fees incurred by the ARC	
6.	ROAD COMMON AREA IMPACT FEE (Required of all new residential construction)	\$2,000
7.	REFUNDABLE CONSTRUCTION PERFORMANCE BOND	\$3,000
8.	BUILDING ENVELOPE SHIFT APPLICATION	\$1,500
9.	PRELIMINARY PLAN REVIEW	\$ 150
10.	VARIANCE APPLICATION FEE	\$ 500
11.	MINOR ALTERATION REVIEW FEE (See Section 3.6 of the ARC Rules)	up to \$ 100

NOTES:

(1) Fees include the site visit, site plan and architectural review and two (2) subsequent inspections by the ARC or its duly authorized representative.

(2) The ARC shall deposit all fees in an interest bearing account. Accruing interest shall belong to the ARC.

SCHEDULE C

When recorded return to:
Starweather ARC
Post Office Box 254
Ketchum, ID 83340

(Space above this line for Recorder's Use Only)

STARWEATHER ARC VARIANCE APPLICATION

DATE: _____

OWNER(S): _____

LOT NO: _____

STREET ADDRESS: _____

MAILING ADDRESS: _____

PHONE: (Home) _____ (Work) _____

I/We hereby apply for a variance from Section(s) _____ of the ARC Guidelines for the following reasons (attach extra pages if needed).

ARC VARIANCE DECISION

We, the undersigned members of the Starweather ARC grant/deny the foregoing variance application. If granted, the terms of the variance shall be as follows and, if denied, the reasons for the denial are as follows:

A variance becomes effective when recorded with the Blaine County Recorder.

DATED this _____ day of _____, _____.

STARWEATHER ARCHITECTURAL
REVIEW COMMITTEE

(NOTARIZATION TO BE COMPLETED ONLY IF A VARIANCE IS GRANTED)

STATE OF IDAHO)
) ss.
County of Blaine)

I, _____, a Notary Public, do hereby certify that on this
_____ day of _____, _____, personally appeared before me
_____, _____, _____,
_____, _____, _____, known to me to be members of
the Starweather Architectural Review Committee (ARC) and signed the foregoing document as the
Variance granted by the ARC by the Starweather ARC and that the statements therein contained are true.

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

Notary Public for Idaho
Residing at _____
Commission Expires _____