

**The Willows Lot Owners’  
Association, Inc.  
Lake Fork, Idaho**

**Design And Development Guidelines**

July 17, 2018

**THE WILLOWS LOT OWNERS' ASSOCIATION, INC.  
DESIGN AND DEVELOPMENT GUIDELINES**

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# THE WILLOWS LOT OWNERS' ASSOCIATION, INC.

## DESIGN AND DEVELOPMENT GUIDELINES

Date: July 17, 2018

*Please Note: Before beginning any project requiring DRC review, please contact the DRC to confirm that you have the most current version of these Design and Development Guidelines.*

### CHAPTER 1: ARCHITECTURAL CHARACTER

- 1.1 **Introduction:** The design character of The Willows is based upon “good sense” design. McCall has its own “vernacular architecture”, including two major types of design approaches which are the log home and the veranda/ranch home.
- 1.2 **Primary Goals:** Through the use of building masses, roofscapes, walls and site relationships, emphasize the following:
  - “genuine architecture” with human scale;
  - avoidance of forms foreign to the McCall area;
  - proximity to the ground, so that buildings “hug” the ground, rather than dominating the site; and,
  - adaptation to the site in every possible way, including its severe winter climate, its terrain, its pattern of sunlight and shade, natural vegetation and adjoining structures.
- 1.3 **Design Theme:** The architectural theme for The Willows has been directed at establishing compatibility between well designed buildings and the natural environment, and utilizing energy conservation applications when possible. Residential areas should blend structures and landscape, respecting natural landforms and existing vegetation.
- 1.4 **Compliance:** Compliance to these guidelines is the key to a compatible and desirable residential area. These guidelines, together with the General Declaration of CC&Rs for The Willows, will be administered by the Design Review Committee in conjunction with The Willows Lot Owners' Association Board.
- 1.5 **Definitions:** The Willows General Declaration of CC&Rs (“Declaration”) and any Supplemental Declaration are incorporated herein by reference. The definitions contained therein shall be used in the interpretation and construction of these Design and Development Guidelines. Any term not defined shall have its plain and ordinary meaning.

## CHAPTER 2: SINGLE FAMILY RESIDENTIAL

### 2.1 Site Planning:

#### (a) Building Siting:

- (1) New buildings and other construction should be placed on the site with respect to the existing key features such as tree massing, topography and natural vegetation. Home siting shall occur in specific areas of the designated gross building envelopes. The objective is to give each house a sense of unity with its site and surroundings, providing scale to each house so as to not dominate the site. Home siting must be DRC-approved.
- (2) Building siting shall be responsive to existing features of terrain, drainage patterns, rock outcroppings, vegetation, views, and sun exposure.
- (3) Landscaping and grading for any site shall interface with all adjacent properties. The applicant shall indicate the means of accomplishing this interface in the applicant's landscape plan.
- (4) Buildings should step with the contours of the site.
- (5) Preserving specific view corridors is at the discretion of the DRC.

**(b) Grading:** Grading requirements resulting from development shall be designed to blend into the natural landscape. Cuts and fills should be feathered into the existing terrain within the property boundary. Retaining walls and cribbing should utilize natural materials such as wood timbers, logs, rocks and textured board formed or color tinted concrete. Slope of the cut and fill banks should be determined by soil characteristics for the specific site to avoid erosion and promote re-vegetation opportunities, but in any case should be limited to a maximum of 2:1 slope.

A Grading Plan shall be submitted with the Final Design that demonstrates compliance with Section 3.03.04 (a) of the Valley County Land Use and Development Ordinance. Setbacks provided herein must be flagged on the Lot prior to commencement of construction.

#### (c) Single Family Primary/Secondary Units:

- (1) Each single family Lot in The Willows allows for a primary and secondary unit to be built as a single fee simple ownership. The primary unit shall be the primary residence. The secondary unit can be a guest house, detached

garage or shop that is not connected to the primary unit by breezeway or otherwise, barn, shed, outbuilding or other secondary structure.

- (2) The secondary unit shall be constructed at the same time as, or after, construction of the primary unit. There shall be no habitation in the secondary unit until a certificate of occupancy is obtained for the primary unit.
- (3) The minimum square footage for a primary unit is 1900 square feet gross living area.
- (4) On Lots 1 through 13, the maximum gross living floor area of the primary unit (or “main house”) may not exceed 7,500 square feet; and for Lots 14 through 23, the gross living floor area of the primary unit may not exceed 4,500 square feet. The maximum size for any garage which is a part of the primary unit shall be 1,500 square feet.
- (5) On Lots 1 through 13, the gross living floor area of the secondary unit cannot exceed 1200 square feet. On Lots 14 through 23, the gross living floor area of the secondary unit cannot exceed 750 square feet. The maximum gross square footage for any secondary structure shall be 2,500 square feet.
- (6) All primary and secondary units must be built within the building envelope and approved by the DRC.
- (7) No secondary unit can be separately rented or separately transferred in ownership.

**(d) Set Backs:** The following are minimum setback guidelines. Actual building sites must be DRC approved for each Lot; thus, setbacks can vary from Lot to Lot to ensure building separation and overall harmony within the subdivision.

- Lots 1, 2 and 3:  
Front Yard: 50 feet  
Side Yard: 50 feet  
Rear yard: 75 feet
- Lots 4 through 11  
Front Yard: 100 feet  
Side yard: 50 feet  
Rear yard: not less than 50 feet - no build/wetland zone  
North side yard Lot 10: 75 feet



- Lots 12 and 13  
Front Yard: 50 feet  
Side Yard: 50 feet  
Rear Yard: Not less than 50 feet - no build/wetland zone
- Lots 14 through 22  
Front Yard: 50 feet  
Side Yard: 25 feet  
Rear Yard: 50 feet
- Lot 23  
Front Yard: 50 feet  
Side Yard (south): 25 feet  
Rear Yard: 50 feet  
Side Yard (north): controlled by no build/wetland zone

(e) **Other Restrictions:** Some other restrictions for primary units and secondary units are as follows:

- No structure shall protrude more than one story above the highest point of the natural ground level underlying the structure. Such single story shall have a maximum height of 16 feet.
- Daylight basement structures (i.e. a level living area with ground on three sides) may be permitted below the natural ground level after stringent DRC review and approval.
- Split level structures (i.e. a lower level not more than one-half below the natural ground level) may be allowed after stringent DRC review and approval.
- Mutli-level single story structures (such as a single story structure with a loft) are acceptable after DRC review and approval, but the maximum height is 26 feet above natural ground level and must parallel ground contours.

(f) **Utilities:** All trunk utility lines are underground. Connections from trunk lines to individual structures must also be underground. Sewage disposal systems shall be constructed pursuant to the requirements of appropriate County, State and Federal agencies.

(g) **Exterior Mechanical and Electrical Equipment:** All outdoor utility tanks (e.g., tanks for water, gas, oil and propane) shall be completely buried below ground surface. All other metering devices, transformers and other similar devices shall be concealed from the

view of public spaces and neighboring properties. No exterior antenna or dishes shall be erected without specific written approval of the DRC.

**(h) Driveways:** Driveways within Lot boundaries and connecting to the paved portion of a road, along with any culverts, landscaping, maintenance, snow removal, etc., are the responsibility of the individual Lot Owner(s). Driveways must be attached to paved roads with structural integrity and prior to construction, so as not to damage existing pavement. Driveways should follow contours of Lots. Straight line driveways are discouraged. Acceptable driveway materials include sand-set pavers, sand-set cobblestone, asphalt, and crushed rock. Not permitted are concrete and dirt. In all events, all driveway materials must be approved by the DRC.

**(i) Garages:** Any home built on a Lot shall include a fully-enclosed garage with space for at least two cars and proportioned in size.

**(j) Buildings/Improvements:** No pre-fabricated, modular, and/or offsite manufactured home or improvements are permitted in The Willows, except that prefabricated sheds or outbuildings may be permitted upon DRC approval pursuant to the guidelines provided at Section 2.2(l).

**(k) Construction Trailer/RV/Mobile Home:** Are not allowed as temporary living quarters at any time, including during construction of permanent buildings.

## **2.2 Architectural Design:**

**(a) Structure Height Limitations:** The maximum height of structures shall not exceed twenty six (26) feet from natural ground level.

**(b) Roofs and Roof Materials:** The maximum allowable roof pitch is 12/12. Roof surfacing materials are an important means of blending the new construction into the existing character of the site. As careful selection of these materials may help to blend the buildings with their surroundings, the wrong color or texture may make the building garish and distracting. The roofing material choice should be based upon roof slope, roof assembly, and climate, with the objective to blend the roof into its surroundings in a functionally appropriate fashion.

Roof materials shall be unit pieces such as slate, flat profile unglazed concrete tile, fire retardant treated cedar shingles, architectural-grade asphalt shingles or treated copper shingles. Due to continuing changes in technology, the DRC may expand the list of permissible materials from time to time. Tile colors shall be low impact dull shades of brown, gray, and muted green, and shall have a weathered appearance. No metal roofs or

siding is allowed. Copper that will naturally patina is allowed, but is subject to DRC pre-approval.

It is suggested that cold roof design be used for roofs over heated interior spaces to avoid ice damage to the roofs and eaves. All roof flashing and appurtenances shall be of a painted or coated color harmonious with the roof and upper wall surfacing. No roof murals will be permitted.

Roofs shall have a Class A roof covering or a Class A roof assembly, as provided in the Urban-Wildlands Interface Fire Code. For roof coverings where the profile allows a space between the roof covering and the roof decking, the space at the eave ends shall be fire stopped to preclude entry of flames or embers.

**(c) Exterior Walls:** Major exterior walls should convey a sense of mass through plaster, timber or rock. Window openings in mass walls shall be relatively small in scale and be used in an informal pattern on the wall, with deep set reveals and varied proportions. Plaster shall have a soft undulating appearance similar to adobe with an avoidance of sharp edges. Both plaster and rock shall typically express mass.

In contrast to the mass walls, vertical wood siding can be used as sheathing, especially at gable ends and upper levels. Glass can also be employed to contrast with the mass walls on southern exposures. Generally, the heavier rock and plaster surfaces shall be below, and visually supporting the lighter wood-sheathed elements above.

Wall materials should respond to the orientation of the building, when possible, with the north closed off (small window openings) and the south open to sun exposure.

Only the following materials shall be used for major exterior walls:

- stone or stucco;
- concrete or stone tiles;
- wood shingles, wood siding or logs;
- cedar or redwood plywood painted or stained, only for use in creating a board and batten effect; or,
- hardboard or other composite lap siding with batten masonry mace.

Aluminum and vinyl siding are specifically not permitted. Due to continuing changes in technology, the DRC may expand the list of permissible materials from time to time.

**(d) Number of Wall Materials:** Use of a variety of wall materials may lend to visual interest, but too many changes may make the wall visually unpleasing. The objective should

be to create walls that are interesting, but do not compete with their surroundings. Walls may use more than one material, but should limit use to no more than three different materials.

**(e) Window Casings and Windows:** Approved finishes are natural, stained, painted or clad. Due to continuing changes in technology, the DRC may expand the list of permissible materials from time to time. Exterior window trim shall relate to other building materials, either heavy wood or masonry. The use of headers and sills, designed integrally with the wall, is required. Colors for exterior window casings and trim must be complimentary to the colors of the remainder of the home and shall be approved by the DRC.

Windows may be constructed of vinyl, wood, or wood covered with color-fast vinyl or aluminum. Metal windows are discouraged, but they may be used with an approved finish.

Windows shall be used in combinations to avoid large uninterrupted glass areas. Windows shall have a double or triple glazing. No uninterrupted glass area shall exceed 50 square feet unless in conjunction with smaller window units. To minimize visibility and reflection, it is important to locate large expanses of glass beneath adequately projecting overhangs, balconies or porches. Mirrored glass is not allowed. This is not intended to prohibit Low E windows; however, Low E windows with overly reflective qualities may be restricted in the discretion of the DRC.

**(f) Lighting:** Exterior lighting fixtures should provide lighting for safety and protection, and shall not shine toward a neighbor's home (i.e. must face toward ground). No bare bulbs or lamps are allowed, and all light fixtures should have appropriate shields or housing, preferably of indirect light sources. Halogen lights are discouraged and are subject to DRC approval. All outdoor lighting shall be placed in such a manner and be of such a kind that it will not project light horizontally so that no bright or glaring light shall be obvious within the Property. No light shall be placed in excess of 25 feet above the ground and all lighting must be shielded from shining upward and/or outward. In all events, the construction, installation, and use of lights shall comply with all applicable outdoor lighting ordinances, rules and regulations. If more restrictive or specific, the Valley County outdoor lighting requirements shall apply.

**(g) Chimneys, Flues, Roof Vents and Wood Burning Devices:** Chimneys, flues, and roof vents shall be designed in such a manner so as not to cause fumigation of ground level areas or adjacent buildings during down-slope wind conditions.

Vents, flues and spark arresters shall not be exposed galvanized pipe. Every attempt should be made to group and conceal them from public view. Enclosing them in forms compatible with the structure can do this. Fire resistant sheetrock installed around the interior of any chimney chase is encouraged. Wood, stucco, concrete, and masonry finished flues are permitted. A flat top is preferred, and a side vent for the flue is recommended. Unfinished,

exposed metal or masonry block chimneys shall not be permitted unless part of an overall pleasing architectural style.

It should be noted that in the future the use of devices that burn wood, coal, and other substances might be limited /regulated by Valley County and/or other governmental entities. In any event, Lot owners are encouraged to consider air quality and pollution at all times.

**(h) Foundations:** Foundation walls shall not be exposed for more than 12" in a vertical direction, unless they are faced with plaster or rock as delineated in the section on Exterior Walls, or unless written approval is obtained from the DRC for exposed foundation walls. Such visually exposed concrete or block masonry foundations shall be stained or textured and they shall be heavily landscaped with bushes, shrubs or evergreens, as required by the DRC.

Foundations shall be designed by an architect or professional engineer to be consistent with the soils reports for the specific site.

**(i) Exterior Service and Storage Areas:** Areas shall be provided for trash containers, utility tanks, storage of patio furniture, and maintenance and recreational equipment. These areas shall be screened from the view of the public and adjacent property owners. Trash containers shall be inaccessible to wildlife. Walls enclosing these areas shall be compatible with the materials and integrated with the form of the residence. Materials used for screening must be DRC approved.

**(j) Dog Runs:** Fenced dog runs are permitted subject to prior DRC review and approval. Chain link enclosures are not allowed. Underground electrical enclosure devices are encouraged.

**(k) Solar Panels:** Solar panels may be allowed if they are in harmony with their surroundings and the overall integrity of The Willows, and if they are approved by the DRC, in its sole discretion.

**(l) Sheds and Outbuildings:** Sheds and other outbuildings are considered secondary units pursuant to Section 2.1(c) above, and are allowed with prior approval of the DRC, in the DRC's discretion. Any such shed or outbuilding shall comply with the following:

- (1) The provisions of Section 2.2(b), regarding Roofs and Roof Materials, shall be met, except that brown, green or red metal will be allowed as a roofing material for outbuildings with dimensions of 12' x 14' or less.
- (2) The provisions of Section 2.2(c), regarding Exterior Walls, shall be complied with.

- (3) The shed or outbuilding shall be compatible with the materials and integrated with the form of the residence.
- (4) The shed or outbuilding shall be screened with natural vegetation, trees and/or landscape, and shall be well maintained.
- (5) The shed or outbuilding must be an enhancement to the property and not a detriment.

## 2.3 LANDSCAPE DESIGN

**(a) Introduction:** The predominant goal of The Willows is to maintain, enhance, and preserve the existing natural beauty of the area and the site integrity of the individual home sites, while allowing diversity in the home and landscape designs.

To reach this goal, landscaping, including trees, is required. It must be executed and maintained in a way as to present a neat and pleasing appearance to all off-property views. Formal landscaping on large Lots 1 through 13 should be confined to an area not greater than one acre around the residence, along driveways and entryways; formal landscaping on Lots 14 through 23 should not exceed 50% of the lot area. In any event, all landscaping must be harmonious with the natural vegetation. A landscape plan must be submitted to the DRC with the Final Design submittal, for prior review and approval. The landscape plan must include the location of large trees and plants.

In order to integrate new and potentially more formal landscaping into the existing surroundings, new landscaping should transition from the new areas to the existing in three distinct zones:

- the area adjacent to the buildings within the area of disturbance which may possess more intense and formal plant material;
- the use of turf is permissible; however it should be used in a limited fashion, with any “excessive” use requiring review by the DRC.
- a true “transition” zone blending the native and non-native plants;
- the natural area consisting of existing or “native” plant material.

No formal landscaping or structural intrusion will be allowed in those areas designated (“no build zone”) on The Willows subdivision plat map.

### **(b) Primary Goals:**

- (1) Re-vegetation:** Correcting damage done in the construction process will require re-vegetation; and this should, to the greatest extent possible, recreate the earlier character of the site, using indigenous plants and trees native to the site. New

plantings should blend in with the existing natural landscape so that several years hence, all traces of the disruption will have disappeared.

(2) **Irrigation:** Continuous irrigation in the dry months is to be discouraged, and the choice of planting materials should make it possible, once the plant material is established, for such irrigation to be minimized. Underground irrigation systems, adequate for the DRC-approved landscaping on each Lot, must be installed by each Lot Owner and appropriately used to keep landscaping, trees and lawn alive and healthy.

(c) **Walls, Fences and Screening:** Walls, fences and screening have two acceptable uses in The Willows: (a) as a retaining wall; and (b) as a privacy screen.

Placement of walls, fences and screens should respect the existing landforms, following existing contours. Any fence built away from the home (non-privacy screens) must be a DRC approved open rail style. The design of these elements should be in scale and harmony with the buildings and their surroundings. Entry identification fences and walls must be approved by the DRC. The larger Lots (1 through 13) will have more flexibility regarding walls, fences and screens as compared to the smaller Lots (14 through 23).

(1) **Fences:** Fences shall be a horizontal see-through wood such as split or pole rail or buck fences, except for screening service areas where fences shall be solid and compatible with the structure. All wood fences shall be left natural, stained, or oiled, but not painted. Fences, other than screening fences shall not exceed 4 feet 6 inches in height. Unacceptable fencing materials include chain link, plywood, painted materials, picket fencing and white plastic fencing. Stone accents and/or fence corners are acceptable, with DRC approval.

(2) **Retaining Wall:** Retaining walls and privacy screens built adjacent to buildings should be designed as part of the building in accordance with the architectural guidelines. Generally the height of such walls should not exceed two and one-half feet (2 ½) in height, and may be built from loose or mortared on-site stone, keystone, or stone-faced concrete. Retaining walls that are separated from the buildings should be kept in scale with the overall design and may be stepped to limit the exposed height of the retaining wall. Such walls shall not exceed six feet in height. Certain conditions may require off set tiered walls with plantings. All retaining walls higher than 3'-0" must have reinforced concrete footers and walls behind rock facing. All retaining walls must have natural stone facing, except that heavy timber retaining walls may be used with special approval from the DRC. Unacceptable retaining wall and screen materials include exposed concrete, concrete block, plywood, brick and railroad ties.

(d) **Planting and Re-vegetation:** In preparing a planting plan, it may be necessary to demonstrate that the species to be used are appropriate to the site. Preparation of the plans should take into account the seasonal diversity, wildlife support, irrigation requirements, and fire management of the plants selected. The use of ornamental plants should be done in the area of disturbance, close to the house.

(e) **Landscape Structures:** Landscaping often includes outdoor structures (decks, patios, trellises, gazebos, pergolas, greenhouses, play equipment, basketball standards, equipment enclosures). These structures frequently detract from the overall appearance of the landscape by adding an element of disorder. All structures should be designed to work as extensions to the house design, rather than freestanding, separate elements. Freestanding elements should be avoided unless there is a compelling reason for such.

All exterior items, including compressors, propane and fuel tanks, meters, etc. should be screened from street and neighbor's views. Vehicles (including snowmobiles, motorcycles, bikes, golf carts, autos, trucks, boats, recreational vehicles, etc.) must be visually protected from public and neighbor's view in an enclosed (or screened) structure designed to be compatible with the overall building design.

All outdoor structures should be devoid of gimmickry and excessive ornamentation. Decks and trellises should be built of stained or treated wood, unless otherwise approved by the DRC in its discretion.

**2.4 Site Furnishings and Miscellaneous:** All exterior signage, lighting, snow poles, or other miscellaneous items on the site are subject to review by the DRC.

(a) **"For Sale" Signs:** For Sale signs must be approved by the DRC and must be uniform in design, size and material, all of which must be approved by the DRC. No unauthorized "for sale" or, "for lease" signs are allowed.

(b) **Mailboxes:** Mail and newspaper boxes are prohibited on subdivision Lots.

(c) **Construction Signs:** See Section 3.4.



## CHAPTER 3: SUBMITTAL AND REVIEW PROCEDURES

### 3.1 Introduction:

(a) **General Overview:** Site-sensitive and site-specific design is fundamental at The Willows. The Architect's planning process and the design and construction documents should evolve from the careful and thorough analysis of a site's specific setting and features. Therefore, Owners, their Architects, and other consultants must approach a project site with an understanding and regard for the site's existing features and constraints, and how these "inform" the subsequent design of the home. The Willows has established this review procedure to assist the applicant through the design process in an appropriate sequence.

Plans and specifications, as well as a list of contractors and subcontractors, must be submitted to the DRC in accordance with the following conference, submittal and review procedures. By way of illustration, but without limitation, the following improvements require submission to the DRC for approval:

New construction or installation, including: dwellings, accessory buildings, garages, fences, retaining walls, steps, awnings, canopies, poles, trellises, patio overheads, decks, gazebos, sun decks, wind screens, game courts, swimming pools, fountains, spas, hot tubs, recreation apparatus, driveways, antennas, exterior lighting, exterior sound systems and solar energy systems.

Installation or modification of landscape, paving, trees, shrubs, plants, irrigation or drainage systems, and surface drainage revisions.

Subsequent changes or other improvements to the property after completion of the initially approved and/or constructed structure, landscaping, etc., must be submitted through the same procedure for approval by the DRC.

(b) **Approving Bodies:** The primary entity for approval of any improvements, construction or landscaping, or alterations thereof, is the Design Review Committee ("DRC"). Valley County will also review all construction documents after their approval by the DRC. No design, drawings or specifications may be submitted to Valley County without first having been reviewed and approved in writing by the DRC.

Approval of any proposed or existing improvement by the DRC shall not be construed to warrant or represent that the improvement was approved by or complies with the appropriate standards of any public agency that may have jurisdiction over such improvement. Similarly, approval of any proposed or existing improvement by any public agency having jurisdiction over the improvement shall not constitute approval by the DRC.

The DRC shall not be responsible for reviewing and/or approving any plans and specifications for engineering design, structural engineering and safety, or for compliance with applicable zoning, building or other county, state or federal laws, ordinances or policies.

The DRC shall consist of a minimum of three members appointed by The Willows LOA. DRC members do not need to be Members of TWLOA.

All submittals to the DRC for review and approval should be made at the following address:

Address:       The Willows Design Review Committee  
                  PO Box 3091  
                  McCall, ID 83638

Phone:

Web Site:

E-mail:

Such contact information shall be referred to herein as the “DRC Contact Information.” The DRC may, upon written or other reasonable notice, change all or part of the DRC Contact Information.

**(c) Design Review Committee:** The DRC will review, approve and/or disapprove the contractor and subcontractors to be used, as well as the submitted plans and specifications regarding style, exterior design, appearance, location, and compliance with the provisions set forth herein. The DRC has no authority to review and/or approve any improvement plans and specifications for engineering design or structural engineering and safety, nor for compliance with applicable zoning, building, or other county, state, or federal laws, ordinances, codes, or policies.

Each Owner is obligated to obtain all necessary governmental approvals. Plans and specifications are to be prepared in accordance with all applicable governmental laws and regulations affecting the use of the use of the property and improvements thereon.

**(d) Informal meetings with the DRC.:** For informal conferences, the DRC may allow one member of its committee, or may appoint an agent, to meet with applicants. For instance, if a pre-application conference is requested, the DRC may determine that the applicant may meet with a single DRC member or an agent authorized by the DRC.

**(e) Fees and Deposits:** THE DRC RESERVES THE RIGHT TO INCREASE FEES FOR THOSE PROJECTS IN WHICH IT INCURS DIRECT COSTS IN EXCESS OF THE STATED FEES DUE TO THE COMPLEXITY OF THE PROJECT. ADDITIONALLY, THE

DRC SHALL NOT REVIEW ANY APPLICATION UNLESS AND UNTIL THE OWNER IS CURRENT ON ALL ASSESSMENTS LEVIED BY THE ASSOCIATION.

### 3.2 Submittal and Review Process:

(a) **Optional Pre-Application Conference:** Any applicant requesting action from the DRC for a new or modified Improvement may request a pre-application conference with an agent of the DRC. The purpose of the pre-application meeting is to provide the Owner, architect, or builder with introductory information that will establish the overall regulations for the particular site or area involved. The meeting may address the following: property boundaries; easement and utility setbacks; architectural theme and special design considerations; building program and design rationale; and, sustainable design guidelines and recommendations. The pre-application conference shall be held within fifteen (15) days after the request by the applicant.

(b) **Final Design Submittal:** When the Final Design is complete (see Appendix B for checklist), one set of plans on 24x36 inch [or larger] sheets at appropriate scales, plus a digital copy, must be submitted. The requirements set forth in the Final Design Summary Checklist include a Site Plan, Landscape Plan, Floor Plans, Exterior Elevations, Roof Plan, Building Sections, a Color Rendering, and Exterior and Landscape Details that communicate aesthetic issues. Drawings should be submitted loose [not stapled] and rolled [not folded].

(c) **Final Design Review:** The DRC will either approve or disapprove the Final Design within 30 days of the submittal of final plans. When a project receives Final Design Approval, the DRC will issue written approval of the Final Design Review documents.

(d) **Building Permits:** The written approval of the Final Design Review documents can be submitted to Valley County, along with any additional Valley County requirements, for review, comments, approval, and issuance of a building permit. NO SUBMISSION CAN BE MADE TO VALLEY COUNTY WITHOUT FIRST OBTAINING WRITTEN APPROVAL FROM THE DRC. Building permits shall be issued in accordance with the Valley County Building Code Ordinance as modified by the DRC.

(e) **Exterior Material and Color Onsite Mockup:** The confirmation of final exterior stonework and material color selections may be delayed until the start of construction in order to better visualize the potential colors with actual materials intended for use. The Contractor must display samples of all proposed exterior materials in their approximate future locations, including siding and roofing materials, trim, accent materials, non-asphalt driveway or parking surfaces, and window-cladding samples, as well as several samples of stones which represent the size and color range of any stonework. All exterior materials and colors must be generally harmonious with their surroundings and must comply with these Design Guidelines (e.g., Sections 1.3 and 2.2) and with the CCRs (e.g., Section 7.2).

The Owner or Contractor must make an appointment with the DRC to review and consent to the final selections, as well as provide a completed Exterior Materials and Colors form. It is prudent to have materials reviewed by the DRC prior to the placement of any orders for materials to avoid potential restocking costs in the event of denial of the submitted item(s). Furthermore, THE PROVISIONS STATED HERE SHALL BE A CONDITION OF FINAL DESIGN APPROVAL; THEREFORE, APPLICATIONS OF ANY MATERIAL, COATING, OR FINISH WITHOUT THE REQUISITE RESUBMITTAL TO THE DRC SHALL HAVE THE EFFECT OF VOIDING THE APPROVAL IN ITS ENTIRETY.

**(f) Submittals:** A completed Submittal Information Sheet (see attached Appendix A) must accompany all submittals. Additionally, all requirements listed in the appropriate Review Checklist corresponding with the appropriate type of submittal must be completed at the time of the submittal. The Lot number of the applicant's property shall be affixed to all exhibits and submittals, including the color board.

**(g) Resubmittal of Plans:** In the event of any disapproval by the DRC of a submittal, a resubmittal of plans and other material must follow the same procedure as an original submittal, and is subject to the same time frames as the original submittal. Minor changes will be processed as quickly as possible by the DRC.

All changed items on a resubmittal must be clearly itemized in writing and highlighted and noted on the drawings so that they correspond to the itemized list. The DRC will not approve any changed items that do not conform to this procedure. If non-itemized changes are discovered, the submittal will be voided. If these items are not discovered at the time of the submittal, any approvals for itemized changes will not apply to non-itemized changes. The DRC may request that these items be built as approved until such time as Final Release and a Notice of Completion have been issued.

THE DRC MAY ASSESS AN ADDITIONAL DESIGN REVIEW FEE [WHICH CORRELATES TO THE RELATIVE CONSULTING COSTS FOR DUPLICATED REVIEW EFFORTS], UPON SUBSEQUENT SUBMITTALS THAT DIVERGE SUBSTANTIALLY FROM PREVIOUSLY REVIEWED APPLICATIONS FOR THE SAME SITE, WHETHER PREVIOUSLY APPROVED OR DENIED.

**(h) Design Variance Request Procedure:** If a requirement set forth in these Guidelines, the Declaration or a supplemental declaration cannot be met, a variance may be requested. Variances require that a hardship is demonstrated, or that a benefit to the community is the outcome, or that the variance is consistent with the spirit and character of the Design Guidelines. In any event, the issuance of a variance is in the sole discretion of the DRC. Mitigation may be proposed and permission from adjacent Lot Owners may be required. The

DRC shall have the option, but not the obligation, to notify other property owners of the variance request.

Requests must be submitted within the standard submittal schedule along with any necessary materials to clearly communicate the request. The regulation from which the variance is being requested must be identified, and the extent and parameters of the requested variance must be clearly defined.

**(i) Additions, Exterior Remodels, and Refinishing:** If a structural addition is to be added or the exterior of a structure is to be remodeled any time after Final Release, please contact the DRC for the appropriate submittal process. The DRC shall have the discretion to determine the level of detail required for the submittal based upon the complexity and the impact of the improvement. See the Submittal Information Sheet (Appendix A) for a schedule of fees. A major addition or remodel is one that involves the addition of heated livable space and requires drawings submitted by an Architect. Minor additions are such items as a dog run, patio, landscaping, light fixtures or awning, which also require the submittal of drawings; however, the services of an Architect is suggested but not required.

**(j) Appeal of DRC Decision:**

**(1) Appeal of Denial of DRC Action application.** If the DRC denies any application, the Applicant may appeal to the LOA.

**(2) Review of DRC Decisions.** In the case of any challenge of a decision of the DRC, the decision shall be upheld unless the LOA Board finds by clear and convincing evidence the decision to be: (i) in express violation of the Association Documents; (ii) in express violation of an applicable federal, state, county or district statute, ordinance or regulation; or (iii) arbitrary, capricious, unreasonable and oppressive.

**(k) Non-Waiver:** The approval by the DRC of any plans, drawings, or specifications for any work done or proposed shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing or specification subsequently or additionally submitted for approval. Failure to enforce any provision of these Guidelines or the Association Documents shall not constitute a waiver of the same.

Moreover, approval granted to a project does not constitute approval of each element within that project. If an element that does not comply with the Guidelines is discovered in a future submittal, or during the construction of the same project, modification of the non-compliant element may be required. The DRC, The Willows' Lot Owners Association, the Declarant, and/or any agent or employee, may not be held liable for any costs or inconveniences incurred to remedy such a situation.

THE BURDEN SHALL BE ON THE OWNER, THE BUILDER AND THE ARCHITECT TO ENSURE THAT THEY HAVE THE MOST CURRENT DESIGN AND DEVELOPMENT GUIDELINES.

### 3.3 Construction Procedures:

(a) **Pre-Construction Submittal Requirements:** After the Final Design Approval has been granted by the DRC, the following must be provided to the DRC prior to commencement of construction, together with the Pre-Construction Review Checklist (see Appendix C):

- A deposit check in the amount stated in the Submittal Information Sheet (attached hereto as Appendix A), written to “The Willows Contractor Deposit”;
- Confirmation of Receipt, Review and Adherence to Design and Development Guidelines, signed by both the applicant and the pre-approved contractor (see Appendix C);
- Construction Insurance [For more insurance information, reference the following subsection(b)];
  - Copy of Certificate of Liability Insurance naming the Owner, the Declarant, and The Willows Lot Owners’ Association as additional insureds, in the minimum amount stated in the Submittal Information Sheet, Appendix A;
  - Proof of Valid Worker’s Compensation Insurance or exemption from it;
- A copy of the Valley County Building Permit;
- Site staking as referenced in the following subsection (c).

(b) **Insurance Requirements:** All contractors must provide evidence of insurance to the DRC and the Lot Owner prior to entering the construction premises. Confirmation shall be evidenced in the form of a valid Certificate of Insurance naming the Owner, The Willows LOA, the DRC, and the Declarant as additional insureds. The required insurance must provide coverage not less than the applicable limits of coverage relating to comprehensive general liability and workers’ compensation, as set forth in Appendix A. Proof of liability insurance and worker’s compensation [or exemption from it] is required as a condition to begin and continue construction.

The minimum limits stated in the Submittal Information Sheet are for general liability and workers’ compensation liability. General liability coverage must contain provisions for tort and contractual liability and broad form property damage. The certificate shall provide for a

30-day notice to the certificate holders in case of cancellation or material change in the limits of coverage.

**(c) Site Preparation and Staking:** Prior to commencement of construction, on -site staking shall be completed. Property corners shall be marked, setback lines strung, and the footprint of improvements marked. The DRC may choose to view the on-site staking, but shall not be required to inspect such staking. The DRC's failure to so inspect in no way relieves the property owner from satisfying all set back requirements, or other requirements included in these Guidelines.

**(d) Contractor Deposit:** A deposit for each project under construction, payable to "The Willows Contractor Deposit," is required to begin construction. The deposit will be returned without interest to the Owner upon Final Release unless fines have been levied for noncompliance with these Guidelines or the Association Documents, or deviations from the approved plans have occurred. The DRC may request an additional deposit be paid in the event that the balance falls below the initial deposit amount. Failure to replenish the deposit within 30 days of the request may result in a lien on the property, and/or any other remedy available under the Association Documents. (See the Submittal Information Sheet, at Appendix A, for a Schedule of Fees.) NOTE: FINES MAY BE ASSESSED FOR VIOLATIONS OF THESE DESIGN AND DEVELOPMENT GUIDELINES, AND LIENS MAY BE PLACED FOR NONPAYMENT OF FINES.

**(e) Permission to Begin Construction:** Once the above Pre-Construction Requirements have been satisfied, a notice granting Permission to Begin Construction will be issued to the Owner or contractor.

**(f) Commencement of Construction:** Upon receipt of final approval from the DRC (including DRC approval of the contractor and subcontractors to be used), and after having satisfied all applicable Valley County review and permit processes, the contractor must satisfy all conditions of approval and begin the construction of the work pursuant to the approved plans. This work must begin within eighteen months from the date that the Permission to Begin Construction was granted, unless an extension is requested and approved by the DRC in its discretion prior to the expiration of such period. If the contractor fails to begin construction within this time period, any approval given shall be automatically revoked. All required infrastructure, such as dumpsters and sanitary closets, must be on site at the commencement of construction. Fire extinguishers must be on site immediately.

**(g) Completion of Construction and Active Sites:** The contractor shall complete all construction of improvements within 20 months after commencing construction, except when such completion is impossible or would result in a hardship to the Owner due to labor strikes, fires, abnormally inclement weather, national emergencies, or natural calamities. Landscaping shall be completed within one year after receiving a certificate of occupancy for

the units being constructed (primary and/or secondary unit). If the contractor fails to comply with this schedule, or if the diligent and earnest pursuit of the completion of the improvement ceases, or if the site is abandoned for a period of one calendar month, or a cumulative period of 4 weeks during any 8-week span, the DRC may, upon the passage of 60 days after written notification to the Owner, proceed to have the exterior of the improvement completed in accordance with the approved plans. All costs relating to the completion shall be borne and reimbursed to the DRC by the Owner, and be secured by a continuing lien on the project site. An active construction site (one that will not be considered abandoned) must not only have work crews present, but it must also have, at all times, a dumpster, a sanitary toilet, and fire extinguishers.

**(h) Alternative Construction Schedules:** Contractors wishing to install a foundation in the fall and not return to the site to begin framing until spring must make special arrangements to ensure that the site will not be permanently abandoned, and to help defray monitoring costs associated with neatly closing and properly reopening the operation. Projects, which for legitimate reasons are unable to be completed within the given time frame, must also make these arrangements. These arrangements may include an increased deposit, at the discretion of the DRC, to cover costs related to restoration activities in the unlikely event of site abandonment.

**(i) Construction Variances:** If construction cannot be legitimately completed within the timeframes set forth herein, the contractor may apply for a construction variance. A written response will be given within 10 days of the DRC meeting in which the request is reviewed. Needs for variance should be anticipated well in advance of the scheduled dates of the variance activity.

**(j) Inspections of Work and Enforcement:** The DRC may choose to inspect work in progress and give Notices of Noncompliance when applicable. A Notice of Non-Compliance will usually be associated with a fine as described below.

The Owner is liable for violations of all regulations by all parties involved in the construction of improvements. As the main contact with the DRC during the construction phase, the General Contractor is responsible for making sure that all parties, including subcontractors and crew members, abide by the rules set forth.

All notices will be directed toward the General Contractor, who bears responsibility for all persons entering The Willows property on behalf of the construction project. A copy of any Notice of Noncompliance will be distributed to the Owner.

In the event of a violation of the governing documents, a warning may, but not necessarily will, be given for less serious breeches. Violations may be subject to fines and other



corrective actions, as established from time to time. These fines and corrective actions may be imposed by the Declarant, the LOA and/or the DRC, and their agents.

If circumstances warrant, the DRC or the Association or the Declarant may deny entry on The Willows property to perpetrating individuals, without liability for any incomplete contractual obligations. The DRC shall review all Notices of Non-Compliance at regularly scheduled meetings, at which time any written response regarding a violation will be considered. Any fine may be levied against the Contractor Deposit upon affirmation by the DRC.

The Declarant, the DRC and/or The Willows LOA Board and their agents may take corrective action at any time including, but not limited to, increased fines as described herein, entering the site to correct the problem, issuing a Notice of Non-Compliance and/or a Stop Work Order, ordering of mitigation measures, or enforcement by any proceeding at law, or in equity, or as otherwise allowed under the law or the Association Documents.

Absence of inspection or Notification of Noncompliance during the construction period does not constitute an approval by the DRC of work in progress or compliance with these Guidelines or the Association Documents.

**(k) Subsequent Changes:** Any changes to an approved design proposal that occur after the Final Design Approval and before Final Release must be submitted as follows: Additional construction or other improvements, or changes during construction, including, but not limited to, landscaping, and/or any re-staining or color modification, must be submitted to the DRC for approval prior to the beginning of any work. **Implementation of the change may only occur if and when approval is granted.**

Applicants requesting any changes that require a Variance from these Guidelines or the Association Documents are required to follow the regular Variance process outlined at Section 3.3(i) with regard to Construction Variances or 3.2(h) with regard to Design Variances, as applicable.

Fines levied against the deposit for unapproved changes do not constitute approval. In the event that a change is not approved, the project must be built as originally approved in the Final Design. These stringent requirements help to ensure that the DRC maintains control over all exterior elements of a project.

**(l) Notification of Completion and Final Release:** Upon completion of any home or other improvement, including landscaping, the Owner or Contractor shall give written notice of completion to the DRC.

As part of the notification of completion, the DRC shall be provided with a set of 11x17 inch as-built drawings. A Site Plan, which includes landscape, irrigation and abatement data, and

elevations of all sides of the improvements, is also required. Final Release cannot be granted without this documentation.

Within 10 business days of such notification, a representative of DRC may inspect the residence or other improvements for compliance. If all improvements, including landscaping, comply with these Guidelines and the Association Documents, the DRC may issue a written approval to the Owner, constituting a Final Release of the improvements by DRC. The release is to be issued within 60 days of the final inspection, and shall be accompanied by the remaining balance of the Construction Deposit and a Final Release. The Construction Deposit will not be released until a Final Release has been issued.

If it is found that the work was not done in strict compliance with the approved plans or any portion of these Guidelines or the Association Documents, the DRC may issue a written Notice of Noncompliance to the Owner, specifying the particulars of noncompliance. This notice is to be issued within 60 days of the final inspection.

The Owner shall have 30 days from the date of Notice of Noncompliance within which to remedy the non-complying portions of the improvement. If, by the end of this time period the Owner has failed to remedy the noncompliance, the DRC may take action to remedy or remove the non-complying improvements as provided for in these Guidelines or the Association Documents, including, without limitation, injunctive relief or the imposition of a fine.

If the DRC fails to issue a Final Release, and also fails to issue a Notice of Noncompliance to the Owner, within 60 days receipt of the Owner's written notice of completion, the completed improvements shall be deemed to be in compliance with plans as approved by the DRC, and in compliance with these Guidelines and the Association Documents. The remaining balance of the Construction Deposit shall be returned and a Final Release issued.

**(m) Conditional Final Release:** The DRC may grant a Conditional Final Release on a project in the event that the required improvements necessary for Final Release cannot be completed due to inclement weather, seasonal considerations, or other unforeseeable events. The Construction Deposit will not be returned until the required improvements, including landscaping, are made and a Final Release is issued.

### **3.4 Construction Regulations:**

**(a) General Overview:** The Willows is situated in a magnificent natural place. Respect and consideration of this serene and idyllic environment form the basis of our community. In order to ensure that the natural landscape of each homesite is preserved and the nuisances inherent to any construction process are kept to a minimum, the following regulations will be

enforced during the construction period of all improvements at The Willows. They are designed to protect the current residents and the overall integrity of the natural landscape.

The construction regulations at The Willows are more stringent than those typical of developments in this region. The intent of these rules is to limit as much negative and destructive activity as possible while allowing for the reasonable construction and completion of improvements. Compliance with all of the regulations requires a sincere effort to familiarize oneself with the rules and continued diligence to abide by them.

**(b) Preservation of Property:** Because of the delicate nature of the soils and the vegetation that it sustains, the use of, or transit over, any other homesite or common area, as defined in the Declaration, is prohibited. Similarly, in the interest of preserving as much of the natural landscape as possible, the use of, or transit over, the natural areas or setbacks outside the limits of construction on any homesite is also prohibited. Construction personnel must refrain from parking, eating, and depositing rubbish or scrap materials [including concrete washout] on any neighboring homesite, tract, or right-of-way, or anywhere outside of the building or paving footprint.

**(c) Temporary Best Management Practices:** Much of The Willows drains into ecologically sensitive wetlands that are strictly protected by various governmental agencies. Protection of these sensitive lands is a condition of development at The Willows. The delicate ecological balance can be disturbed by a minimal amount of sediment, such as topsoil, water-borne pollutants, and a few drops of oil from a piece of machinery. In short, there are a strict set of requirements that are designed to keep fertile soil from eroding and pollutants carried by surface water runoff into ecologically sensitive areas.

With modification and mitigation of construction methods most of the impacts can be significantly reduced. The mitigation measures are called Best Management Practices, or BMPs. Temporary BMPs include:

- Temporary Soil Stabilization Practices;
- Pine needle mulch [preferred method];
- Hydromulch;
- Jute Netting;
- Wood Excelsior Blanket;
- Erosion control blankets or geotextiles;
- Approved chemical mulches or tackifiers; and,
- Filter strips.

Straw should not be used as a temporary soil stabilization practice. Although the non-native grasses in straw do not survive through the winter months, there are invasive weeds mixed in the straw that do. Furthermore, hay bails that are broken down and spread over an exposed

area [such as a driveway] as a soil stabilization practice look unsightly, decompose at a very slow rate, and are difficult to clean up.

**(d) Vehicles and Parking Areas:** Construction crews may not park on, or otherwise use, undeveloped portions of project sites or open space. All vehicles should be parked within the Lot. Vehicles may not park on neighboring homesites, in nearby driveways, or along any street frontage bordering occupied properties. Changing oil or other mechanical vehicle maintenance is not allowed, but cosmetic maintenance such as car-washing is allowed. The discharge of any petrochemical substance is strictly forbidden. Vehicles that leak oil must not be brought onto The Willows property.

**(e) Material Deliveries:** All building materials, equipment, and machinery required to construct improvements on any Lot at The Willows must be delivered to and remain within the Lot. This includes all building materials, earth-moving equipment, generators, mixers, cranes, and any other equipment or machinery that will remain at The Willows overnight. MATERIAL DELIVERY VEHICLES MAY NOT DRIVE ACROSS ADJACENT LOTS TO ACCESS A CONSTRUCTION SITE OR DROP DELIVERIES IN A ROADWAY.

**(f) Refuse Receptacles and Debris Removal:** Owners and Contractors shall clean up all refuse and debris at the end of each day; a commercial dumpster must remain on the site at all times during active construction for the purpose of containing all waste materials or packaging. If it is shown that a construction site cannot accommodate a dumpster and its emptying, alternative arrangements may be made with an approved Construction Variance.

Refuse receptacles must be emptied on a timely basis to avoid overflow of refuse. Disposal must be at a suitable off-site facility. Owners and Contractors are prohibited from dumping, burying, or burning refuse anywhere on the homesite Lots or in The Willows. Heavy debris, such as broken stone, wood scrap, or the like must be removed from the site and legally disposed of upon completion of the work of each trade that has generated the debris.

All concrete washout, from both trucks and mixers, must occur within the building footprint or in a location where it will ultimately be concealed by structure or covered by paving. Washout in road rights-of-way, setbacks, natural areas or on adjacent properties is strictly prohibited. During the construction period, each construction site must be kept neat and be properly policed to prevent it from becoming a public eyesore or detriment to other homesites or open space. Any cleanup costs incurred by The Willows or DRC in enforcing these requirements shall be payable by the Owner. Dirt, mud, or debris resulting from activity on each construction site must be removed daily from public or private roads, open spaces, and driveways or other portions of The Willows.

**(g) Excavating, Excess Materials, and Blasting:** Excavations for foundations may not exceed five (5) feet in depth [unless required by structural engineer or architect]. Trenching

must be confined to those areas indicated on the Site Plan. Manual excavation methods and moisture blanketing will generally be necessary to preserve root systems. Backfill materials must include loose soil of proper characteristics to promote re-vegetation of all disturbed areas. All excess materials resulting from blasting, as well as all other excess excavation materials, must be removed and legally disposed of.

For the safety of the community, if any blasting is to occur, the DRC must receive written notification a minimum of forty-eight hours (two (2) working days) in advance, and appropriate approvals must be obtained from Valley County.

Blasting may only be performed by licensed demolition personnel, with all requisite insurance coverage as mandated by governmental statutes specific to their blasting activity at The Willows. The DRC has the authority to require a pre-blast survey and written documentation of anticipated seismic effects on improvements on all adjoining properties, with confirmation that such effects will not be injurious to other persons or properties, public or private, and that all appropriate protection measures have been utilized.

**(h) Dust and Noise Control:** The Contractor is responsible for controlling dust and noise from the construction site, including the removal of dirt and mud from rights-of-way daily, that is the result of construction activity. Contractors must cover materials or provide sufficient irrigation to eliminate any fugitive dust. The use of radios or other audio equipment must not be audible beyond the Lot perimeter. Repeated violations of this provision will result in the total prohibition of any on-site use of radios or audio equipment during construction.

**(i) Temporary Power:** Utilize existing power supply sources when available and temporary power generators only when necessary. All temporary power supplies shall be muffled.

**(j) Daily Operation:** Construction activity at The Willows is allowed on weekdays between the hours of 7:00 a.m. and 7:00 p.m. Construction activity that does not generate excessive noise may also occur on Saturdays between 9:00 a.m. and 5:00 p.m., and on Sundays between 11:00 a.m. and 5:00 p.m. Excessive noise is defined as activities such as heavy equipment usage, hammering, power sawing, concrete delivery, etc. Quiet outdoor construction activities such as hand landscaping, construction activity within an enclosed dwelling, and staining, is permitted on weekends.

**(k) OSHA:** All applicable Idaho and national Occupational Safety and Health Act [OSHA] regulations and guidelines must be observed at all times.

**(l) Sanitary Facilities:** Contractors are responsible for providing adequate sanitary facilities for their construction workers on each construction site at all times. Portable toilets

must be located on the Lot, clear of all setbacks. For a construction site to be considered active, a sanitary closet must be on site and in a location approved by the DRC.

**(m) Alcohol and Controlled Substances:** The consumption of alcohol or the use of a controlled substance by any construction personnel anywhere on The Willows property is prohibited.

**(n) Firearms:** The possession or discharge of any type of firearm, paintball guns, or bows and arrows, by construction personnel anywhere in The Willows is prohibited.

**(o) Fires and Flammable Materials:** No on-site fires are allowed, except small, confined, attended fires for the heating of masonry water. Careless disposal of cigarettes and other flammable materials, as well as the build-up of potentially flammable materials constituting a fire hazard, is prohibited. At least two 10-pound 4A/20BC rated Dry Chemical Fire Extinguishers must be present and available in a conspicuous place on each construction site at all times, in addition to any requirements of the local Fire Protection District. Additional restrictions may be imposed on high and very high fire danger days.

**(p) Paint Cloths and Sponges:** Any and all paint cloths, sponges, rags, and other apparatus that have had contact with a flammable paint, stain, or solvent shall be either: (1) removed from the construction site on a daily basis; or (2) laid flat or hung, fully exposed to oxygen, at any time not in use.

**(q) Site Visitations:** Due to the inherent danger associated with an active construction site, visitors to any construction site are limited to those persons with official business relating to the construction activity, such as construction workers and tradesmen, building officials, security staff, DRC members, sales personnel, and the Owner. Construction personnel may not invite or bring family members or friends, especially children, to the project site.

**(r) Pets/Large Animals:** No pets, particularly dogs, may be brought onto the property by anyone other than the Owner and his guests. If the Owner/guest brings a pet to the site, that animal must be properly contained within the Lot. This regulation is strictly enforced. Except as specifically provided in the Declaration or any amendment thereto, no animals or other creatures (such as horses, birds, insects, reptiles, cattle, llamas, and sheep) may be kept or maintained on any Lot.

**(s) Signs:** Temporary construction signs are limited to one sign per homesite, which is not to exceed six (6) square feet of total surface area. This sign is intended primarily for project site identification; therefore, it must be located on the subject Lot outside of any side and rear setbacks, facing the street. It may identify the Architect and Contractor by name with address, license number, and telephone number(s), and it may identify the project site by

Lot number or Owner's name. Such signs shall conform to the approved Willows sign template.

The sign must be free standing and may not exceed four (4) feet in height above natural grade. The sign's design, color, style, text, duration of display, and location upon the Lot must be approved, in advance, by the DRC. The sign may not be erected on a site earlier than two weeks prior to the onset of continuing construction activity. Furthermore, all signs must be removed within two (2) weeks after the issuance of a certificate of occupancy by Valley County, or immediately upon the passage of thirty (30) calendar days without significant construction activity. The Architect or Contractor of a newly completed but unoccupied home may apply to the DRC for a continuation of the signage for advertising and sales purposes after construction has been completed, until such time that a contract for sale has been executed. Individual signs or construction sign attachments identifying individual sub-contractors, tradespeople, or supplies are prohibited. Additional signage when required by statute shall be confined to the posting location of the building permit.

Attachment of any signs or similar material to trees is strictly prohibited. Placement of any signs facing the Jug Mountain Ranch Golf Course on Lots 14-23 is not allowed.

**(t) Construction Trailers, Job Offices, and Materials Storage:** Commercial storage containers are discouraged. The preferred method to accommodate job office and material storage needs is to build the garage first and use it for shelter and storage. Use of temporary construction trailers, portable job offices, and site built storage or shelter facilities that have a professional and maintained appearance may be proposed to the DRC.

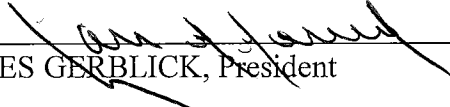
**(u) Restoration of Property:** Upon completion of construction, each Owner and Contractor shall clean the construction site and repair all property that has been damaged. This includes, but is not limited to, restoring grades, planting shrubs and trees as approved or required by the DRC, streets, driveways, pathways, drains, shoulders, culverts, ditches, signs, lighting and fencing. In addition, the Owner and Contractor will be held financially responsible for the cost of site restoration/re-vegetation and refuse removal necessitated on any and all adjacent properties as a result of trespass or negligence by their employees or subcontracted agents. The Owner and Contractor are responsible for making sure that all disturbed areas, regardless of who disturbed them, are re-vegetated in a way that satisfies the DRC.

**(v) Fines:** The Declarant, and, thereafter, the Board of Directors of The Willows Lot Owners' Association may, from time to time, establish a Construction Violation Fine Schedule and/or a Post-Occupancy Violation Fee Schedule.

## CERTIFICATION

These Guidelines were duly adopted by the Board of Directors at a meeting held on July 17, 2018, pursuant to the terms of Section 7.6 of the Amended and Restated General Declaration of Conditions, Covenants and Restrictions for The Willows. These Guidelines shall replace and supersede those Design Guidelines adopted June 21, 2017 and recorded with the Valley County, Idaho Recorder as Instrument No. 406832.

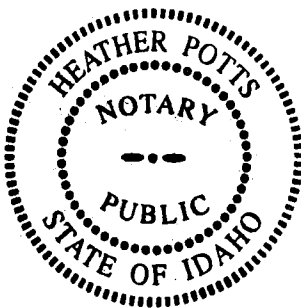
THE WILLOWS LOT OWNERS' ASSOCIATION, INC.  
An Idaho nonprofit corporation

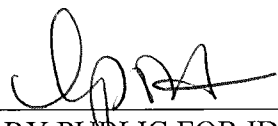
By:  *Signature*  
JAMES GERBLICK, President

STATE OF IDAHO,                     )  
  ) ss.  
County of Valley.                     )

On this 17<sup>th</sup> day of July, 2018, before me, Heather Potts,  
a Notary Public in and for said State, personally appeared **JAMES GERBLICK**, known or  
identified to me to be the President of **The Willows Lot Owners Association, Inc.**, the  
corporation that executed the instrument or the person who executed the instrument on behalf of  
said corporation, and acknowledged to me that such corporation executed the same.

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



  
NOTARY PUBLIC FOR IDAHO  
My Commission Expires: 4/23/2021



IN WITNESS WHEREOF Declarant hereby consents to these Design Guidelines pursuant to Section 7.6 of the Amended and Restated General Declaration of Conditions, Covenants and Restrictions for The Willows.

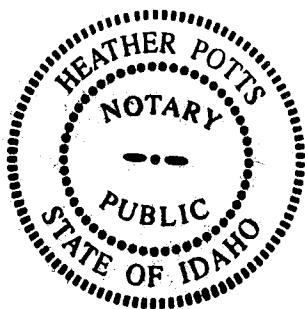
FINN-80, LLC,  
An Idaho limited liability company

By: [Signature] Signature  
JAMES GERBLICK, Manager

STATE OF IDAHO, )  
 ) ss.  
County of Valley. )

On this 17<sup>th</sup> day of July, 2018, before me, Heather Potts, a Notary Public in and for said State, personally appeared JAMES GERBLICK, known or identified to me to be the Manager of **FINN-80, LLC**, the limited liability company that executed the instrument or the person who executed the instrument on behalf of said company, and acknowledged to me that such company executed the same.

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



[Signature]  
NOTARY PUBLIC FOR IDAHO  
My Commission Expires: 4/23/2021

APPENDIX A  
SUBMITTAL INFORMATION SHEET  
(Must Accompany All Design Review Submittals)

Submittal Date: \_\_\_\_\_ Owner: \_\_\_\_\_

Lot No. \_\_\_\_\_ Address: \_\_\_\_\_

Architect: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
Company: \_\_\_\_\_ Fax: \_\_\_\_\_

Submitted By: \_\_\_\_\_ Owner \_\_\_\_\_ Architect \_\_\_\_\_ Contractor \_\_\_\_\_

Type of Submittal: \_\_\_\_\_  
\_\_\_\_\_ Final Design Submittal \_\_\_\_\_ Additions, Exterior Remodels & Refinishing  
\_\_\_\_\_ Final Design Resubmittal \_\_\_\_\_ Design Variance  
\_\_\_\_\_ Pre-Construction Submittal \_\_\_\_\_ Construction Variance  
\_\_\_\_\_ Final Release \_\_\_\_\_ Other: \_\_\_\_\_  
\_\_\_\_\_ Subsequent Changes Request

\*Attach list of contractor and subcontractors to be used

Gross Square Footage of Heated Livable Space: \_\_\_\_\_

Change in Square Footage from Previous Submittal (if applicable) \_\_\_\_\_

Deck and Patio Footage: \_\_\_\_\_

Garage Footage: \_\_\_\_\_

FEES\*

Design Review Fee:  
[Due with this Submittal Sheet]

Additional Services Fees:\*\*\*  
[Due with Additional Service Request]

\_\_\_\_\_ 0 - 5,000 sq. ft.\*\* .....\$500.00

\_\_\_\_\_ 5,000+ sq. ft.\*\* .....\$800.00

\*\*Gross Square Footage

\_\_\_\_\_ Resubmittal Fee (to be determined up to full amount)

\_\_\_\_\_ Remodel/Additional [Major] .....\$350.00

\_\_\_\_\_ Remodel/Additional [Minor] .....\$150.00

\_\_\_\_\_ No Fee Applicable

\_\_\_\_\_ Other: \_\_\_\_\_

Construction Deposit \_\_\_\_\_ \$4,000.00  
[Due With Pre-Construction Submittal]

\*\*\* Change Request fees are per submittal. One Submittal may consist of multiple requests.

\*The DRC will bill the applicant for any direct costs it incurs in excess of the stated fees.

INSURANCE REQUIREMENTS

\_\_\_\_\_ General Liability.....\$3,000,000.00

\_\_\_\_\_ Workers Compensation\*\*\*\*.....\$3,000,000.00

\*\*\*\*Proof of Insurance due with Pre-Construction Submittal

Additional Comments:

APPENDIX B  
FINAL DESIGN REVIEW CHECK LIST

Lot # \_\_\_\_\_

Applicant: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Date: \_\_\_\_\_

- 
1. ☐ Completed Check List
  2. ☐ Completed Application/Fee
  3. ☐ Final Site Plan - One copy (1' = 20' - 0" minimum), plus a digital copy  
Must Include:
    - ☐ Existing Site Features
    - ☐ Setbacks/Coverage
    - ☐ Topo - Existing/Proposed
    - ☐ Area of disturbance/access
    - ☐ Staging area
    - ☐ Drainage Plan
    - ☐ Neighboring structures (if any)
    - ☐ New structures
    - ☐ All decks, driveways, etc.
    - ☐ Site Lighting
    - ☐ Landscape/Revegetation Plan, including Plant List
  4. ☐ Final Building Design - One copy (1/8" = 1/0" Minimum), plus a digital copy  
Must Include:
    - ☐ Floor Plans
      - All decks, walks, etc.
      - All secondary buildings
    - ☐ Elevations
      - All roof heights
      - Chimney caps
      - Windows & doors
      - Eave trim/details
      - Lighting
    - ☐ Average roof height
    - ☐ Building sections
      - Longitudinal
      - Transverse
    - ☐ Existing/proposed grades
    - ☐ Exterior specifications
      - Exterior color samples
      - Exterior material samples
- 

For DRC Use Only: ☐ Reviewed  
☐ Returned

☐ Approved; Initials \_\_\_\_\_ Date \_\_\_\_\_  
☐ See Comments

APPENDIX C  
PRE-CONSTRUCTION REVIEW CHECK LIST

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Lot # \_\_\_\_\_ Applicant: \_\_\_\_\_  
Address: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Date: \_\_\_\_\_

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1. ☐ Completed Check List
2. ☐ Completed Deposit Check
3. ☐ Confirmation of Receipt, Review and Adherence to Design and Development Guidelines by:  
  
Applicant/Owner: \_\_\_\_\_ (Signature)  
  
Contractor: \_\_\_\_\_ (Signature)
4. ☐ Proof of Insurance:  
☐ General Liability; Copy of Certificate of Liability Insurance naming Owner, Finn-80, LLC, and The Willows Lot Owners Association, Inc., as additional insured parties.  
☐ Workers' Compensation; Proof of Valid Worker's Compensation Insurance or Exemption from it.
5. ☐ Copy of Valley County Building Permit
6. ☐ Site Staking

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For DRC Use Only: ☐ Reviewed ☐ Approved Initials \_\_\_\_\_ Date: \_\_\_\_\_  
☐ Returned ☐ See Comments

APPENDIX D  
CONSTRUCTION AND POST OCCUPANCY VIOLATION FINE SCHEDULES

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CONSTRUCTION VIOLATION FINE SCHEDULE

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CONSTRUCTION VIOLATIONS

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Initiating construction without DRC approval	\$2,000
Failure to complete within time limit	\$1,500
Unauthorized earthwork or site alteration	\$1,500
Unauthorized blasting	\$1,500
Minor change [windows, doors, minor landscaping, exterior materials, etc.] without DRC approval	\$500 per change
Major change [foundations, earthwork, structures, etc.] without DRC approval.	\$1,500 per change
Failure to adhere to Best Management Practices	\$500

TREE, BRUSH, AND LIMB REMOVAL

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Unauthorized tree killing or removal from a common area, neighboring property, or homesite	\$15,000 per tree
Unauthorized removal of live limbs or otherwise endanger a tree	\$2,500 per tree
Unauthorized removal of brush or other significant vegetation	\$2,500
Unauthorized removal of significant site feature	\$5,000 per feature
Failure to properly dispose of vegetative debris	\$150

TRAILERS AND SIGNAGE

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Unauthorized trailer	\$250 per week
Unauthorized sign or sign location	\$100 per week

COMPLETION OF CONSTRUCTION

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Failure to restore site as described in the construction procedures	No Final Release
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REFUSE RECEPTACLES AND DEBRIS REMOVAL

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Concrete washout outside of building or paving footprint	\$500
Refuse receptacle missing or in unauthorized location	\$250
Sanitary closet missing or in unauthorized location	\$250
Failure to remove daily refuse, debris, mud, or excess dirt from public or private roads, open space, or driveways	\$250
Failure to pick up refuse or loose debris at the end of each work day	\$100

VEHICLES, ACCESS, AND PARKING AREAS

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Access of homesite by means other than approved route [future driveway]	\$2,500
Receipt of deliveries outside of Construction Activity Zone	\$250
Parking location disruptive to residents, traffic, or landscape	\$100 per day
Dripping petrochemicals from vehicles	\$250 per day

NOISE AND NUISANCE


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Construction outside of approved hours	\$250 per incident
Radio or other audio equipment audible beyond property lines	\$100 per incident

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JOBSITE SAFETY


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Possession or discharge of firearm or other weapon	\$1,500
Fire extinguisher missing or inadequate	\$500
Consumption of alcohol or use of other controlled substances	\$100 per incident
Pets or other domestic animals on site	\$100 per incident
Unauthorized visitor or child [under age 16] on site	\$100 per incident

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POST OCCUPANCY VIOLATION FEE SCHEDULE


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Adding or changing a minor new building element without DRC approval [windows, doors, minor landscaping, exterior materials, etc.]	\$500 per element
Initiating major new construction without DRC approval [new foundations, earthwork, structural changes, etc.]	\$1,500
Failure to maintain permanent Best Management Practices	\$1,000 per day
Unauthorized removal of live limbs from trees or otherwise endangering a tree	\$2,500 per tree
Unauthorized removal or killing of a tree 6" in diameter or greater	\$15,000 per tree
Unauthorized clearing of brush or other significant vegetation	\$2,500
Unauthorized removal of a significant site feature	\$5,000
Unauthorized sign, decorations, or other visible object	\$500 per object

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THE FOLLOWING ITEMS APPLY TO BOTH THE CONSTRUCTION VIOLATION FINE  
SCHEDULE AND THE POST-OCCUPANCY VIOLATION FINE SCHEDULE

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OTHER VIOLATIONS

The DRC may assess additional fines for unlisted actions resulting in environmental degradation, nuisance, or safety being compromised on a case-by-case basis.

ADDITIONAL SIMILAR VIOLATIONS

Fines for repeated or uncured violations of similar nature, regardless of third party involvement (such as a subcontractor), may result in fines that are double the amount of the previous fines. For example, if a violation results in a \$100 fine, and that violation goes uncured beyond the compliance date specified on the Notice of Non-Compliance, a second fine of \$200 could be imposed, and in the unlikely event of a second failure to cure the violation by the second compliance date, a third fine of \$400 could be imposed.

OTHER CORRECTIVE ACTION

These scheduled fines may be imposed in addition to other corrective action that may be taken by the DRC and/or The Willows Homeowners Association