

ACC RULES/ACC STANDARDS

AND

SUBMITTAL REQUIREMENTS FOR

SUTHERLAND FARM SUBDIVISION

February 2005 revised

(ACC Rules/ACC Standards and portions of the CC&R's)

I.
INTRODUCTION

The Architectural Control committee (the "ACC") is authorized by the declaration of Covenants, Conditions and Restrictions of Sutherland Farm Subdivision (the "CC&R's").

CC&R's SECTION 5.29. Adoption of ACC Rules/ACC Standards. The Grantor, or in the event of the Grantor's failure to do so, the ACC, shall have the power to promulgate ACC Rules/ACC Standards relating to the planning, construction, alteration, modification, removal, or destruction of Improvements within the Property deemed necessary or desirable by the Grantor, or the ACC, as the case may be, to carry out the purposes of this Master Declaration. All ACC Rules/ACC Standards shall be consistent with the provisions of this Master Declaration.

Until the Subdivision is substantially built out with homes the developer of Sutherland Farm Subdivision shall appoint the members of the ACC. The developer has designated Darlene Wheeler as the contact representative of the ACC. She may be contacted at:

Sutherland Farm Architectural Control Committee on site sales office
Attention: Darlene Wheeler
Sales Office Phone: 888-9060
Sales Office Fax: 888-9061
Cell Phone: 602-6356

The ACC has established the rules and standards for lot owners or their builders to submit and obtain approval of their building plans. The ACC has also established certain rules and standards that will apply to the construction and landscaping of homes and other improvements in the Sutherland Farm Subdivision. These rules and standards are set forth below. The rules and standards will be utilized by the ACC and applied consistently in an impartial yet flexible manner. These rules and standards, like all rules and standards, cannot be applied without the exercise of balance, judgment and common sense. The developer has empowered the ACC to utilize its discretion when in the judgment of the ACC the strict and arbitrary application of specific rules and standards criteria will not promote a quality and harmonious subdivision. The rules and standards set forth below are to assist lot owners and their builders in preparing plans and specifications for the construction of owners' homes in Sutherland Farm Subdivision. The ACC has the authority to and reserves the right to grant variances or to modify these rules and standards as it deems appropriate.

This is not the complete Sutherland Farm CC&R's but it is portions of said CC&R's. ACC Rules/ACC Standards may be amended or modified at any time. It is the builders/owners responsibility to obtain and read a complete recorded copy of Sutherland Farm CC&R's, submittal forms and ACC Rules/ACC Standards. Upon purchasing a lot or lot with a home, you are agreeing to abide by the Sutherland Farm Subdivision recorded CC&R's and the ACC Rules/ACC Standards for Sutherland Farm Subdivision.

The builder agrees to submit plans and specs for approval for the building, landscaping, fencing and any improvements to the ACC prior to the start of construction. Construction of any of the improvements shall not commence prior to obtaining approval by the ACC. A non-refundable fee of \$150 shall be paid for the review of plans and spec.

II.
SUBMITTALS REQUIRED FOR
ARCHITECTURAL CONTROL COMMITTEE APPROVAL

1. SUBMITTAL REQUIRED. No home, building, fence, wall or other structure or substantial landscaping or screening planting shall be undertaken, erected or maintained upon any lot, nor shall any exterior addition to or change or alteration therein be made until plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing by the Architectural Control Committee (“ACC”) for the Sutherland Farm Subdivision.

CC&R’s SECTION 10.05. Approval Required. No construction, alteration, modification, removal, or destruction of any Improvements of any nature whatsoever, whether real or personal in nature, shall be initiated or be permitted to continue to exist within the Property, without the prior express written approval of the ACC.

(Required Approval includes, but is not limited to, covers for patios/decks, storage sheds, fences, landscaping, and any other addition, construction, alteration, modification, removal, or destruction to the property. See a copy of the recorded CC&R’s and the ACC Rules/ACC Standards for Sutherland Farm Subdivision.)

CC&R’s SECTION 10.06. Variances. The ACC may authorize variances from compliance with the requirements of any conditions and restrictions contained in this Master Declaration, the ACC Rules/ACC Standards, or any prior approval, when, in the sole discretion of the ACC, circumstances such as topography, natural obstructions, aesthetics, environmental considerations, or hardship may so require. Such variances must be evidenced in a writing signed by at least two (2) Members of the ACC.

If a variance is granted as provided herein, no violation of this Master Declaration, the ACC Rules/ACC Standards, or prior approval shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Master Declaration or the ACC Rules/ACC Standards, for any purpose except as to the particular subject matter of the variance thereof, and the specific Lot covered thereby.

The ACC shall have the right to consider and grant a variance as herein provided either with or without notice to other Owners or a hearing of Owners thereon.

The granting of a variance by the ACC pursuant to this Section shall not relieve the Owner from the obligation to fully comply with the ordinances of the City of Meridian, Idaho, applicable to the Property.

2. SUBMITTAL FORM. All Submittals required for ACC review and approval shall be accompanied by the Submittal Form adopted by the ACC. The required submittals and form shall be delivered to the ACC representative at the onsite office.

3. SECURITY DEPOSIT. At escrow closing of each lot there shall be a \$500 Security Deposit which is to secure the builder’s construction and completion obligations, including without limitation:

(a) Construction, of any of the improvements shall not commence prior to obtaining approval by the ACC. The builder shall commence construction of a home on each lot within one hundred eighty (180) days from the date the lot owner closes on the respective lot. Once

construction is commenced, the builder shall proceed diligently to complete such construction, which construction shall be completed within one hundred eighty (180) days from the start of construction on said lot.

(b) *The builder shall not damage any portion of the subdivision street curbs, sidewalks, any trees, other landscaping, fences, utility facilities, mail stands/boxes or any other improvement on any lots or property in the Sutherland Farm Subdivision. The builder shall, at its sole cost and expense, repair any damage to lots or property in the Sutherland Farm Subdivision thereto caused by the builder or resulting from the construction activities of the builder, its agents, subcontractors, employees or other persons acting on its behalf.*

(c) *During construction of improvements the builder agrees to perform all work in a neat and workman-like manner and shall not allow dirt, debris or other waste material to remain on the lot or to be scattered on adjacent properties. The builder agrees to remove from the lots all excess excavation materials, trash, excess construction material and any other material or debris resulting from the builder's construction activities. During construction the builder agrees to keep all trash, debris or other waste material in a contained area on builders own lot. In addition to the forfeit of the \$500 Security Deposit, the builder will be fined by the developer the cost of removing/cleaning up builder's lot or any lot the builder has dumped or builder's sub contractors and/or representatives have dumped on.*

(d) *In grading and site improvement work, the builder will make adequate provisions to handle the run off of surface waters in a manner that will not damage, deface or drain onto adjacent lots or adjacent properties and the builder will at all times conduct its construction activities in a manner to preserve lateral support for the adjoining properties.*

Upon the Builder's completion of its construction, Builder shall request in writing that the ACC representative conduct a final inspection. In the event the ACC representative determines that the Builder has timely completed its construction and the construction conforms with the CC&R's, the ACC Rules/ACC Standards, and the Builder has not breached any of its construction obligations, the ACC representative shall certify the extent of compliance and authorize the release of the security deposit or portion thereof to the Builder.

Initials _____

CC&R's SECTION 10.07. Application. To request ACC approval for the construction, alteration, modification, removal, or demolition of any Improvements within the Property, the Owner shall submit a written application in the form required by the ACC, which must be signed by the Owner and contain all information requested, and be accompanied by all other material to be submitted as hereafter provided.

All applications must contain, or have submitted therewith, the following material (collectively called "plans and specifications"), prepared in accordance with acceptable architectural standards, and submitted with the application form, if any, approved by the ACC:

- (a) Site Plan: A site plan showing the location of the Building(s), and all other structures and Improvements, including fences and walls on the Lot, Lot drainage, and all setbacks, curb cuts, driveways, parking areas, and pertinent information relating to the Improvements.
- (b) Building Plan: A building plan which shall consist of preliminary (which shall remain unchanged) or final blueprints, elevation drawings of the north, south, east, and west sides,

and detailed exterior specifications, which shall indicate, by sample, if required by the ACC, all exterior colors, materials, and finishes to be used, including the roof.

- (c) Landscape Plan: A landscape plan for portions of the Lot to be landscaped which shall show the location, type, and size of trees, plants, ground cover, shrubs, berming and mounding, grading, drainage, sprinkler system, fences, free standing exterior lights, driveways, parking areas, and walkways.

The ACC, in its sole discretion, may require the Owner to furnish additional specifications, drawings, material samples, or such other information, as the ACC, in its sole discretion, reasonably exercised, shall deem necessary or convenient for the purpose of assisting the ACC in reviewing and processing the application.

CC&R's SECTION 10.08. Decision. In reviewing the application and the materials submitted therewith, and in reaching a decision thereon, the ACC shall use its best efforts and judgment to assure that all Improvements shall produce and contribute to an orderly and aesthetically complimentary design and appearance, and be of the quality required to maintain the Property as a quality residential development.

Unless extended by mutual consent of the Owner and the ACC, the ACC shall render its decision with respect to an application within forty-five (45) days after the receipt of a properly submitted application. The decision of the ACC can be in the form of an approval, a conditional approval, or a denial. The decision of the ACC shall be in writing, signed by a Member of the ACC, dated, and a copy thereof mailed to the Owner at the address shown on the application.

A conditional approval shall set forth with particularity the conditions upon which the application is approved, and the Owner shall be required to affix a copy of said conditions to the working drawings or blueprints which are to be kept on the job site during the entire course of the work to which said plans relate.

A denial of an application shall state with particularity the reasons for such denial.

CC&R's SECTION 10.09. Inspection and Complaints. The ACC is empowered to inspect all work in progress on any Lot at any time. Such inspection shall be for the purpose of determining whether the Owner is proceeding in accordance with the approved application, or is deviating therefrom, or is violating this Master Declaration, or the ACC Rules/ACC Standards, or the approved plans and specifications.

The ACC is empowered to receive a complaint(s) from another Owner(s) ("Complainant(s)") in writing involving deviations from approved applications, or violations of this Master Declaration or any applicable ACC Rules/ACC Standards. In the event the ACC receives such a complaint(s) from a Complainant(s), it shall first determine the validity of such complaint(s) by inspection or otherwise.

Should the ACC determine that there has been a deviation or a violation, it shall promptly issue a notice in writing thereof to the Owner and to the Complainant(s), which notice shall specify the particulars of the deviation or violation, and shall demand that the Owner conform to either or both of the following directives:

- (a) The Owner shall immediately cease the activity which constitutes deviation or violation.
- (b) The Owner shall adhere to the corrective measures set forth in the written notice.

Should the ACC determine there has been no deviation or violation, it shall promptly issue a notice of such determination to the Owner and the Complainant(s).

III. **PERMITTED USES AND PERFORMANCE STANDARDS**

CC&R's SECTION 5.01. Use. Unless otherwise designated on the Master Plan for the Property, or unless otherwise specified in a Supplemental Declaration covering a particular Lot(s) or parcel(s), Lots shall be used only for single-family residential purposes (and such uses as are customarily incidental thereto), and Common Area. As used herein and elsewhere in this Master Declaration, "residential" shall mean the use of the Improvements on a Lot for living accommodations by not more than two (2) unrelated persons, excluding guests of the principal occupant(s), which guests may reside therein on a temporary basis. Notwithstanding the provisions of Section 67-6530 et. seq., Idaho Code, as used in this Master Declaration, "residential" is not intended, nor shall the same be construed, to include the use of Lot for the operation of a shelter home for three (3) or more persons unrelated to each other, or unrelated to the Owner or Occupant, who pay a fee or other charge to the Owner or Occupant for board and room.

CC&R's SECTION 5.02. Minimum Requirements. Except as otherwise designated on the Master Plan for the Property, or unless otherwise specified for a particular Lot, tract or parcel in a Supplemental Declaration, no Lot shall be improved except with one (1) single-family dwelling unit and its garage.

- (a) **Buildings.** Unless otherwise specified in a Supplemental Declaration recorded after the date of this Master Declaration, which Supplemental Declaration may allow dwelling units containing less square footage, the minimum square footage of living area on the ground (first) floor of a single-story dwelling unit located on a Lot shall be 1,600 square feet. If the dwelling unit contains more than one (1) story, the minimum square footage of living area of the dwelling unit shall be 2,000 square feet, and the minimum square footage of living area on the ground (first) floor of said dwelling unit shall be 1,000 square feet. The square footage of living area shall be based on the finished interior living space at or above the grade of the Lot, exclusive of basement, porches, patios, and garage.
- (b) **Garages.** Each dwelling unit shall have an attached fully-enclosed or detached garage adequate for a minimum of two (2) standard-sized automobiles. In a detached garage, a large attic or storage area shall be allowed. Said area may be used for a residence, an office, or a workshop, provided it in no way bothers any neighbor.

The foregoing minimum requirements applicable to the Lots within Sutherland Farm Subdivision shall be subject to the right of the ACC to grant a variance in accordance with Section 10.06 of this Master Declaration.

CC&R's SECTION 5.03. Approval of Use and Plans. No Improvements shall be built, erected, constructed, placed, or materially altered within the Property unless and until the plans, specifications, and site plan therefore have been reviewed in advance and approved by the ACC in accordance with the provisions of Article X below.

(See a copy of the recorded CC&R's to view Article X.)

CC&R's SECTION 5.04. Prohibited Buildings/Uses.

- a) No trailer or other vehicle, tent, shack, accessory building, or out building shall be used as a temporary or permanent residence.
- b) No noxious or offensive activities shall be conducted on any Lot, nor shall anything be done thereon which may be or become an unreasonable annoyance or nuisance to the Occupant(s) of the other Lots within the Property by reason of unsightliness or the excessive emission of fumes, odors, glare, vibration, gases, radiation, dust, liquid waste, smoke, or noise.
- c) No split-entry Buildings, or Buildings having more than two (2) stories, shall be allowed.
- d) No basketball backboards shall be allowed, except in the rear yard of a Lot, and fully screened from view from a public street which abuts the Lot.
- e) No carports shall be allowed.

CC&R's SECTION 5.05. Setbacks. No Building or other structure (exclusive of fences and similar structures approved by the ACC) shall be located on a Lot nearer to a Lot line than is permitted by the ordinances of the City of Meridian, Idaho, applicable to the Property; provided, however, the ACC shall have the right to stagger the front setbacks of the Lots in order to create a more pleasing appearance and to minimize the negative visual appearance of a uniform building line.

CC&R's SECTION 5.06. Antennae. No exterior radio antennae, television antennae, or other antennae, including a satellite dish, shall be erected or maintained on a Lot without the prior approval in writing by the ACC.

CC&R's SECTION 5.08. Lighting. Exterior lighting, and interior lights reflecting outside, shall not be placed in any manner which shall cause glare or excessive light spillage on a neighboring Lot(s), and shall be in accordance with the ACC Rules/ACC Standards.

CC&R's SECTION 5.09. Animals. No animals, livestock, birds, insects, or poultry of any kind shall be raised, bred, or kept on any Lot, except that not more than two (2) domesticated dogs and/or cats, or other small household pets, which do not unreasonably bother or constitute a nuisance to others, may be kept. Dogs and other similar pets shall be on a leash when not confined to the fenced back yard portion of an Owner's unit. No outside dog pens or dog houses are allowed. Barking dogs shall be considered a nuisance and thus a violation of these CC&R's. Any breeding of animals for commercial sale is a violation of these CC&R's.

ACC Rules/ACC Standards for Outside Dog Pens or Dog Houses. The property owner may submit in writing a request for a variance permit for an outside dog house or pen. The submittal must include owners name, address, phone number. Also included must be the dog(s) name, age and breed. The ACC may, on a case by case basis, issue a variance permit for outside dog pens or houses for that particular dog(s), subject to no complaints concerning the dogs due to noise, odor or other nuisance. This variance is not transferable and may be revoked at any time.

ACC Rules/ACC Standards for Dogs or Pets in Common Areas. No dogs or pets are allowed in any of the common areas.

CC&R's SECTION 5.13. Maintenance. The following provisions shall govern the maintenance of Lots and all Improvements thereon:

- (d) All structures, facilities, equipment, objects, and conditions determined by the ACC, in its sole discretion, to be offensive, shall be enclosed within an approved structure, or appropriately screened from public view. All trash, debris, garbage, and refuse shall be kept all times in a covered container, and all such containers shall be kept on a Lot within an enclosed structure, or screened from public view.

(See a copy of the recorded CC&R's for other parts of Section 5.13.)

CC&R's SECTION 5.17. Boats, Campers, and Other Vehicles.

(See a copy of the recorded CC&R's Section 5.17. and AMENDMENT NO. 1)

CC&R's SECTION 5.18. GARAGE DOORS. Garage doors shall be closed at all times except when open for a temporary purpose.

CC&R's SECTION 5.19. Exterior Materials and Colors. All exterior materials and colors shall be selected and used which are approved by the ACC, and which are compatible with other Buildings on the Lot and on neighboring Lots, to the end that all such Buildings will present a unified and coordinated appearance. All exterior finishes and/or colors shall be approved by the ACC, and shall be in accordance with the ACC Rules/ACC Standards.

(See ACC Submittal Sheet page A for exterior materials and colors.)

CC&R's SECTION 5.20. Roofs. A minimum 5/12 roof pitch shall be required for two story homes, and a minimum 6/12 roof pitch shall be required for single story homes. No flat or gravel roofs shall be permitted. Roof covering materials shall be cedar shake, cedar shingle, tile, or Architectural 30 or equivalent.

CC&R's SECTION 5.23. Mailboxes. All free-standing mailboxes, constructed or installed on any lot, shall be of a uniform type and design, as determined by the ACC.

ACC Rules/ACC Standards for Mailboxes/Stands. Developer will provide the mailboxes and stands, one per lot. Two boxes may share one stand. After installation, the builder shall protect the mailboxes and stands during construction and the owner shall maintain the mailbox and stand thereafter. Replacement necessitated by damage from whatever source shall be at the expense of the builder or owner. Any replacement mailbox stand shall be of the same type and color as originally installed by the Developer.

CC&R's SECTION 5.26. Fences. No fence or wall of any kind shall be constructed on a Lot, unless the plans and specifications therefore, including the location, design, material, and color thereof, have been approved in writing by the ACC prior to the construction or installation. All fences and/or walls constructed on a Lot shall be in compliance with the ordinances (applicable to the Property) of the City of Meridian, Idaho.

ACC Rules/ACC Standards for Fences: Fences must be cedar picture frame or vinyl (all tan or all white). Wrought Iron may be approved on an individual basis.

Owner needs to check with the City of Meridian as to fence ordinances and if a permit is needed before a fence is built.

(See complete set of recorded CC&R's for further information concerning fences.)

CC&R's SECTION. 5.27. Landscaping. The following provisions shall govern the landscaping of Lots within the Property:

- (a) The Owner shall prepare a landscape plan, and shall submit the same to the ACC as provided in Article X below. The ACC shall approve said landscape plan prior to the installation and/or construction of landscaping on a Lot. Landscaping of a Lot shall be in accordance with the approved plan.
- (b) All required landscaping on a Lot shall be installed, within thirty (30) days after substantial completion of the building on the Lot, with a reasonable extension allowed for weather.

CC&R's Article X SECTION 10.07 Application. To request ACC approval for the construction, alteration, modification, removal, or demolition of any Improvements within the Property, the Owner shall submit a written application in the form required by the ACC, which must be signed by the Owner and contain all information requested, and be accompanied by all other material to be submitted as hereafter provided.

All applications must contain, or have submitted therewith, the following material (collectively called "plans and specifications"), prepared in accordance with acceptable architectural standards, and submitted with the application form, if any, approved by the ACC:

- (c) **Landscape Plan:** A landscape plan for portions of the Lot to be landscaped which shall show the location, type, and size of trees, plants, ground cover, shrubs, berming and mounding, grading, drainage, sprinkler system, fences, free standing exterior lights, driveways, parking areas, and walkways.

The ACC, in its sole discretion, may require the Owner to furnish additional specifications, drawings, material samples, or such other information, as the ACC, in its sole discretion, reasonably exercised, shall deem necessary or convenient for the purpose of assisting the ACC in reviewing and processing the application.

ACC Rules/ACC Standards for Landscaping: Minimum requirement for landscaping are:

Front yard of lots: at least one 2" or more in diameter deciduous tree or one 6 feet or more in height conifer tree and five one gallon shrubs and/or flowering bushes. Front yards are to be sodded.

Side yard of corner lots: at least one 2" or more in diameter deciduous tree or one 6 feet or more in height conifer tree and five one gallon shrubs and/or flowering bushes. Side yards are to be sodded from the front to the back property line.

ACC Rules/ACC Standards for Storage Sheds: Storage sheds are allowed with approval from ACC. They can not be any larger than 10x12 and no more than 9 ½ ft tall from pressure treated runner to peak. No metal storage sheds are allowed. Storage sheds must be of the same materials and color as the home on the same lot. Roofs must be shingled and of the same color as the home on the same lot.

* * * * *

In the case that any one or more of the provisions contained in this agreement, or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality or unenforceability of the remaining provisions shall not in any way be affected or impaired thereby.

The term builder may mean owner, and the term owner may mean builder. Singular and plural terms each include the other, when appropriate. The ACC Rules/ACC Standards may be amended or added to as needed. The recorded CC&R's supercede these rules and standards.

PLEASE BE AWARE
THAT AN INCOMPLETE APPLICATION FORM
WILL DELAY APPROVALS

I have received a copy of the Architectural Design and ACC Rules/ACC Standards. It is my responsibility to obtain and read a recorded copy of the CC&R's. It is my responsibility to abide by Sutherland Farm's CC&R's and ACC Rules/ACC Standards.

Date

Buyer/ Owner Signature

PRINT Buyer/ Owner Name

Date

Buyer/ Owner Signature

PRINT Buyer/ Owner Name

Where we can contact you:

Address _____ City/State _____ Zip _____

Day Phone _____ Cell _____ Fax _____

E-mail address _____

Other _____