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JUG MOUNTAIN RANCH
DESIGN AND DEVELOPMENT GUIDELINES

Date: April 7, 2021

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JUG MOUNTAIN RANCH

DESIGN AND DEVELOPMENT GUIDELINES

Date: April 7, 2021

These Jug Mountain Ranch Design and Development Guidelines, as amended, have been approved by the JMR Design Review Committee and the JMR Board of Directors. These Design and Development Guidelines shall replace and supersede prior Jug Mountain Ranch Design and Development Guidelines.

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 Jug Mountain Ranch (“JMR”) is based upon “good sense” design. McCall has its own “vernacular architecture”, including two major types of design approaches which are the mountain cabin and the veranda/ranch home. Both of these styles has its own feeling and appropriateness to JMR.

1.2 Primary Goals: Through the use of building masses, roofscapes, walls and site relationships, emphasize the following:

- 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 JMR has been directed at establishing compatibility between well designed buildings and the natural environment, fulfilling the expectations of visitors as a retreat to the mountains and lakes, 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 guidelines will be strictly enforced, with set fines for not following said guidelines.

1.5 Definitions: All definitions provided in the Jug Mountain Ranch General Declaration (“Declaration”) and any Supplemental Declaration are incorporated herein by reference. Such definition 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 rock outcroppings. Home siting shall occur either within tree masses, or at the edge of the tree line overlooking open space, or out in the open where devoid of trees. 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. Wherever possible, houses should be sited within the trees, or just off the tree line to maintain the existing tree edge. Where neither of the alternatives is available, as in the meadow areas, houses should be sited in a massing sense, using landscaping as tools for relating to the existing site and adjacent sites.

(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.

All trees that have a 4" diameter trunk or larger are to be clearly indicated on surveys. Every effort should be taken to preserve trees and carefully protect them during construction. It is important that grading around trees be minimized.

A Grading Plan showing existing and finished topography shall be submitted with the Final Design that demonstrates compliance with the CUP, with the Final Plat for the Phase within which the Unit sits, and 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/Accessory Structures: Some of the single-family lots in JMR allow for a primary and secondary unit to be built as a single fee simple ownership. The secondary unit can be no more than 25% of the gross living floor area of the primary unit, and in no case can it be more than 750 sq. ft. Accessory structures can be no more than 750 square feet and must be built on a permanent foundation. It must be appropriate and integral with the architecture of the primary unit. No secondary unit can be separately rented or separately transferred in ownership.

(d) Set Backs: All setbacks shall be measured from the eave, and are as follows:

Side yard:

- 15' minimum each side; and,
- The sum of both sideyard setbacks shall equal a minimum of 30% of the lot width, as measured through the narrowest portion of the building envelope. The building envelope is defined by the setbacks.

Front yard (street side):

- 25' minimum, with a ten-foot (10') reduction allowed for side entry garages.

Rear yard:

- 25' minimum.

Wetlands:

- Notwithstanding any of the above-stated setbacks, there shall be a minimum setback of 15' from any wetland marked on a Jug Mountain Ranch Final Plat.

(e) Maximum Building Footprint: Home site coverage maximums shall be based upon the following calculations:

- building/house (“footprint”): 100% of the square footage of structures, including home & garage
- decks, patios, etc.: 50% of the square footage of deck & patio areas
- driveways, walks, etc.: 35% of the square footage of driveways and walkways

The maximum coverage for home sites is 20%. See the Submittal Information Sheet at **Appendix A** for the calculation of coverage percentage. This 20% coverage is the maximum coverage for all improvements on a lot, whether or not the improvements are constructed at the same time. The maximum square footage of a home shall be regulated as a component of the above-stated maximum coverage.

Notwithstanding the foregoing, the maximum coverage for home sites on Lots 15 through 26 in Phase 3A shall be 30% instead of 20%.

A typical home site submittal should illustrate compliance with the above requirements.

(f) Minimum Square Footage: The minimum square footages for a single family residence are as follows:

- Single story home – 1,900 square feet of heated livable space;
- Two story home - 2,250 square feet of heated livable space.

Notwithstanding the foregoing, the minimum square footages for a single family residence on Lots 15 through 26 in Phase 3A are as follows:

- Single story home – 1,500 square feet of heated livable space;
- Two story home – 1,800 square feet of heated livable space.

(g) Utilities: All trunk utility lines and pipes at JMR are underground. Connections from trunk lines to individual structures must also be underground. Sewage disposal systems shall connect with the JMR central sewage plant pursuant to the JMR Association Documents and Rules and Regulations, and pursuant to the requirements of appropriate County, State and Federal agencies. No individual septic tanks, leach-field systems, or wells are permitted. Propane tanks shall be placed under ground.

(h) Exterior Mechanical and Electrical Equipment: All outdoor utility tanks, 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.

(i) Drainage: Storm drainage shall not connect into the sanitary sewer systems. Surface runoff and runoff from impervious surfaces such as roofs and pavement areas shall be directed to and connected with the JMR surface water management/storm drain system.

(j) Driveways: Driveways within site boundaries and connecting to the paved portion of any street (including the construction of any culverts, landscaping, maintenance and snow plowing that may be necessary) are the responsibility of the owner. Maximum driveway grades shall not exceed 5% for the first 20 feet from the roadway, and shall not exceed 10% elsewhere without written approval of the DRC. Driveway and parking surfaces shall be asphalt, concrete, unit pavers or gravel.

(k) Garages: Any home built on a Lot shall include a garage with space for at least two cars.

(l) Lot Combinations: Lot combinations are permitted in Jug Mountain Ranch with the prior approval of the DRC, however each lot will still carry a membership, and one assessment will be required to be paid for each lot. In other words, if two lots are combined, there will be two assessments, including for utilities, even though the lots are combined. Any proposed construction project will be reviewed in accordance with the Jug Mountain Ranch Design Guidelines, but upon combination of the lots, a home could be constructed across the lot lines. Set backs and other design review provisions would

apply to the two lots as combined. Upon combination, appropriate documentation to be approved by the DRC must be recorded with the Valley County Recorder.

2.2 Architectural Design:

(a) Building Height Limitations: The building height limitation for a single family residence shall be restricted to 28' from finished grade to a point midway between eave and ridge. The maximum roof height should not exceed 35'.

Certain lots within JMR have additional height limitations, as follows:

(1) Height Limitations for JMR Phase 2, Block 2 Lots 15 and 20:

The northern portion of Phase 2, Lots 15 and 20 in Block 2 is generally level, and then the elevation drops on the southern portion of Lots 15 and 20. Any structure located on Block 2 Lots 15 and 20 shall be limited to a single story on the northern portion of the Lot where the natural grade is relatively level, with the following maximum heights as measured from the natural grade on the northerly level portion of the Lot: a maximum elevation of 25 feet with a maximum mid span height of 18 feet.

(2) Height Limitations for JMR Phase 2, Block 1 Lots 30 through 38:

Any structure located on Phase 2, Block 1 Lots 30, 31, 32, 33, 34, 35, 36, 37 and 38 shall be limited to a single story on the street side of the Lot, with the following maximum heights as measured from the natural grade on the street side: a maximum elevation of 25 feet with a maximum mid span height of 18 feet.

(b) Roofs:

(1) Roof Pitch: Roofs may be flat or pitched. Allowable forms include gable, shed, hip, flat (internally drained), or as may otherwise be approved by the DRC.

(2) Roof Materials: 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 relate the buildings to their surroundings, the wrong color or texture may make the building garish or 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 brown-gray and should have a weathered appearance. Colored metal roofing may also be used, but must be dark, earth tone colored, and matte finished. If a steel or

aluminum metal roof is used, it must be color coated with a color approved by the DRC, or weathering steel.

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. .

(c) Exterior Walls:

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

- natural stone, manufactured stone, or stucco;
- concrete 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,
- approved engineered wood or fiber-cement product.
- steel, board formed concrete and engineered wood shall be reviewed on a case by case basis.

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. 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 aluminum clad wood.

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. If shutters are used they should be operable and not used merely as an ornament.

(f) Lighting: Exterior lighting fixtures should provide lighting for safety and protection, and shall not shine into a neighbor's home. No bare bulbs or lamps are allowed, and all light fixtures should have appropriate shields or housing, preferably of indirect light sources. Up lighting for flags or landscaping is not permitted. All outdoor lighting fixtures shall comply with the Valley County Outdoor Lighting Ordinance.

(g) Chimneys, Flues and Roof Vents: Chimneys and flues 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, but rather attempts shall be made to group and conceal them from public view. Enclosing them in forms compatible with the structure can do this. Wood, steel, 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.

(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 as well as 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 integral with the form of the residence.

(j) Dog Runs: Fenced dog runs are not permitted without prior DRC review and approval. In any event, chain link enclosures are not permitted. Underground electrical enclosure devices are encouraged.

2.3 LANDSCAPE DESIGN

(a) Introduction: The predominant goal of JMR 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, extensive landscaping is not required nor encouraged, yet landscaping must be executed and maintained in a way as to present a neat and pleasing appearance to

all off-property views. Additionally, it is recognized that a number of home sites should be selectively trimmed and cleared to establish better view corridors and better understory growth. Formal, regimented planting arrangements are strongly discouraged; shrubs, trees, grasses and other plant material should be arranged in informal, unaligned groupings rather than straight rows. All “formal” grasses or lawns shall generally be a minimum of ten (10) feet from a property line.

Formal landscaping shall not exceed 25% of the lot size, the balance of the landscaping should be less formal and require less water.

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;
- a true “transition” zone blending the native and non-native plants;
- the natural area consisting of existing or “native” plant material.

The “natural” area is the most sensitive of the areas, and wherever possible and practical border all roadways, property lines, wetlands, waterways, paths, open amenities, and other common areas.

(b) Primary Goals:

(1) Re-vegetation: While every new home in JMR should seek to minimize the impact of construction on the existing landscape, some disturbance of the site is inevitable. 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: JMR should have the least possible impact on the water resource. As any valuable natural resource, water should not be used in a wasteful manner. 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. A back flow preventer shall be installed and maintained as part of any irrigation system. The DRC and/or the Board shall have the right to require inspections of the back flow preventer at specified intervals, including upon installation.

(c) Walls and Fences: Placement of walls and fences should respect the existing landforms, following existing contours. No fencing is allowed within any setback. Any fence built away from the home (non-privacy screens) must be an 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 are discouraged. If allowed they must be designed in accordance with the architectural guidelines and overall site character.

(1) Fences: Fences shall be a horizontal see-through wood such as split 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. Unacceptable fencing materials include chain link, plywood, painted materials, and picket fencing.

(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 6'- 0" in height. Certain conditions may require off set tiered walls with plantings. All retaining walls higher than 3' - 0" must have reinforced concrete footings 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: Please contact the DRC for a list of species which are native to the JMR environment. 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. Landscape planning should consider screening of homes from all angles, and in all seasons. Specification should include a mixture of deciduous trees and shrubs, as well as evergreen trees, of varying sizes. The use of ornamental plants should be done in the area of disturbance, close to the house. The use of turf is permissible; however it should be used in a limited fashion, with any "excessive" use requiring review by the DRC.

(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 designs rather than freestanding, separate elements. Freestanding elements should be avoided unless there is a compelling reason for such. But in both cases, every effort must be made to give the entire lot a common character befitting of JMR.

All exterior items, including compressors, meters, etc. should be screened from street and neighbor's views. Consideration should be taken to minimize noise that could affect neighboring properties.

All outdoor structures should be devoid of gimmickry and excessive ornamentation. Decks should be built of stained or treated wood or composite material, and trellises should be built of stained or treated wood, or steel, 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 use Jug Mountain Ranch template. No unauthorized “for sale” or, “for lease” signs are allowed. Contact the DRC for a list of standards.

(b) Free standing flag poles are not permitted. The maximum size for a flag is 3’ x 5’. The American flag, the State of Idaho Flag, the Boise State University Flag, and the University of Idaho Flag are the only flags allowed without prior permission from the DRC. The DRC shall have the sole discretion to approve or deny a flag, and any such request shall be denied if it could be taken as offensive to the community.

(c) Permanent unnatural or man-made ornaments, signs, statuary, game poles, playground equipment, backboards or other devices must be properly submitted and approved by the DRC in the DRC 's discretion.

(d) See Section 5.4 with regard to construction signs.

CHAPTER 3: Reserved For MULTI-FAMILY RESIDENTIAL

CHAPTER 4: Reserved For THE VILLAGE

CHAPTER 5: SUBMITTAL AND REVIEW PROCEDURES

5.1 Introduction:

(a) **General Overview:** Site-sensitive and site-specific design is fundamental at JMR. 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. JMR has established this review procedure to assist the applicant through the design process in an appropriate sequence.

Jug Mountain Ranch requires one of the following to design your home: (1) a licensed architect; or, (2) a pre-approved home design professional who is not licensed as an architect (“home design professional”). The DRC will require review and approval of home design professionals before they are allowed to design your home in JMR. The home design professional will provide examples of previous design and drawing submittals, photos of completed work, and references from previous clients. The home design professional must demonstrate competency and the ability to design an architecturally sound and pleasing home before being approved. It is in the best interest of the home design professional and homeowner to attain approval prior to the start of design.

Plans and specifications 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 or decks, gazebos, sun decks, wind screens, game courts, swimming pools, fountains, spas, hot tubs, recreation apparatus, driveways, antennas, exterior lighting, 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, within Jug Mountain Ranch is the Jug Mountain Ranch 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 three to five members appointed by the Jug Mountain Ranch Association Board, as provided at Article 8 of the Declaration.

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

Jug Mountain Ranch Design Review Committee
Address: P.O. Box 2332
McCall, Idaho 83638
Web Site: jugmountainranch.com

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 submitted plans and specifications regarding style, exterior design, appearance, location, and compliance with the provisions set forth in these Design and Development Guidelines, and any requirements included the Declaration or any applicable Supplemental Declaration. 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.

Along with obtaining all necessary approvals from the DRC as set forth in the Declaration and these Design and Development Guidelines, 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 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: Please see the Submittal Information Sheet at **Appendix A** for the schedule of Design Review Fees. **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.**

5.2 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, as well as one digital pdf 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 JMR PUD.

(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; PROVIDED, that a mock up of final exterior stonework and material color selections must be approved prior to installation of any exterior finishes (see **Appendix D** for fines imposed for violation of this provision). 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.

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 PROVISION STATED HERE SHALL BE A CONDITION OF FINAL DESIGN APPROVAL; THEREFORE, APPLICATION 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, attached at **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 (which shall be the Lot and Block 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 materials 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 benefit to the community as a whole is the outcome of the variance, or that the variance is consistent with the spirit and character of the Design Guidelines in the sole discretion of the DRC. Mitigation may need to be proposed and permission from adjacent homesite Owners may be required, in the discretion of the DRC, which can sometimes slow the approval process. 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 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 at **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 DRC Action application, the Applicant may appeal to the Jug Mountain Ranch Association Board, as approved at Article 8 of the Declaration.

(2) Review of DRC Decisions. In the case of any challenge to the Board of a decision of the DRC, the decision shall be upheld unless the Board finds by clear and convincing evidence the decision to be: (i) in express violation of the Association Documents or the Jug Mountain Ranch CUP; (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 Jug Mountain Ranch Association, the Declarant, or any employee or member thereof 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.

5.3 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 at **Appendix C:**

- A deposit check in the amount stated in the Submittal Information Sheet at **Appendix A**, written to “JMR Contractor Deposit”; Confirmation of Receipt, Review and Adherence to Design and Development Guidelines, signed by both the applicant and the contractor (*see Appendix A*);
- Construction Insurance [For more insurance information, reference the following subsection (b)];
 - Copy of Certificate of Liability Insurance naming the Owner, Jug Mountain Ranch Association Inc., and Jug Mountain Ranch Golf Course LLC as additional insureds, in the minimum amount stated in the Submittal Information Sheet at **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 with the DRC and the homesite Owner prior to entering the construction premises. Confirmation shall be evidenced in the form of a valid Certificate of Insurance naming the Owner, the Jug Mountain Ranch Association, Inc., and Jug Mountain Ranch Golf Course LLC as additional insureds. The required insurance must provide coverage not less than the applicable limits of coverage relating to comprehensive general liability, automobile liability, and workers’ compensation. 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 at **Appendix A** are for general liability and workers’ compensation liability. General liability coverage must contain provisions for 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 should be marked, setback lines strung, and the footprint of improvements marked. All proposed structures shall be staked on site by a licensed surveyor. 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 “JMR 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 such

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. SEE ESPECIALLY SECTIONS 1.4, 5.3(j), 5.4(v).

(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 Contractor. The date of this notice shall be recorded as the commencement date of construction unless an alternate start date is requested by Contractor.

(f) Commencement of Construction: Upon receipt of final approval from the DRC, 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 within 7 days of the commencement of construction. Fire extinguishers must be on site immediately.

(g) Completion of Construction and Active Sites: The Contractor shall, in any event, complete all construction of improvements to the project within 12 months after commencing construction, except when such completion is impossible or would result in hardship to the Owner due to labor strikes, fires, national emergencies, or natural calamities. 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. The DRC may also remove the improvement and restore the project site to its pre-construction condition to the greatest degree possible. All costs relating to the completion or removal shall be borne and reimbursed to the DRC by the Owner, to 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, it must also have, at all times, a dumpster, a sanitary toilet, 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 regulations set forth in Construction Regulations at Section 5.4, 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 shall be notified at the following intervals for mandatory inspections (*see Appendix D* for fines imposed for failure to notify the DRC at these intervals for inspection):

- Substantial Completion of Framing
- Application of Exterior Finish Materials
- Landscaping/ Final Approval

The DRC may choose to inspect work in progress at other times during the construction process as well. The DRC shall have the right to give Notices of Noncompliance when applicable. The 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 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 JMR property on behalf of the homesite project. A copy of the 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 breaches. Violations will be subject to the fines and other corrective actions, as amended from time to time. *See Appendix D*. These fines and actions may be imposed by the Jug Mountain Ranch Association and/or the DRC and their agents. Fines double for each successive similar or uncured violation, regardless of any third party involvement, such as a sub-contractor.

In the unlikely event of an egregious or flagrant violation, the DRC or the Jug Mountain Ranch Association may impose a fine of up to 10 times the penalties listed or previous fine amount. If circumstances warrant, the DRC or the Ranch Association may deny entry onto JMR property to perpetrating individuals, without liability towards 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. The associated fine will be levied against the Contractor Deposit upon affirmation by the DRC.

The DRC and/or the Jug Mountain Ranch Association 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 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, 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 5.3(i) with regard to *Construction Variances* or 5.2(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, 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 record drawings of what actually was built and installed on the site. A Site Plan, which includes landscape, irrigation and abatement dates, and elevations of all sides of the improvements are 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 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 Notice of Completion. The Construction Deposit will not be released until a Notice of Completion 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 Notice of Completion 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 a Notice of Completion is issued.

5.4 Construction Regulations:

(a) General Overview: JMR 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 and project 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 JMR. They are designed to protect the current residents and the overall integrity of the natural landscape.

The construction regulations at JMR 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, Golf Course, or anywhere outside of the building or paving footprint.

(c) Temporary Best Management Practices: Much of JMR drains into ecologically sensitive wetlands that are strictly protected by various governmental agencies. Protection of these sensitive lands is a condition of development at JMR. 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. During busy construction periods involving multiple trades such that all construction vehicles cannot be confined to the Lot, the overflow vehicles may be temporarily parked along the edge of the roadway. Vehicles may park along one side only to allow continual unconstrained access by normal traffic, snow removal equipment, and emergency vehicles such as fire trucks. Vehicles may not park on neighboring homesites, in nearby driveways, open space, or along any street frontage bordering occupied properties. Changing oil or other vehicle maintenance is not allowed. The discharge of any petrochemical substance is strictly forbidden. Vehicles that leak oil must not be brought onto JMR property.

(e) Material Deliveries: All building materials, equipment, and machinery required to construct a residence on any homesite at JMR 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 JMR overnight. MATERIAL DELIVERY VEHICLES MAY NOT DRIVE ACROSS ADJACENT HOMESITES OR COMMON AREAS TO ACCESS A CONSTRUCTION SITE OR DROP DELIVERIES IN A ROADWAY OR RIGHT-OF-WAY.

(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 or in JMR. 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 Jug Mountain Ranch Association 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 JMR.

(g) Excavating, Excess Materials, and Blasting: Excavations for foundations may not exceed five (5) feet [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, Manager of the Golf Course and 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 JMR. 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 on the homesite. 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 property perimeter of any homesite in JMR; especially adjacent to the Golf Course or other common parcels. 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 JMR 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 can be 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. There may be several days each year when construction is not allowed due to special community events. Contractors will be notified, in advance, of these occasions.

(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 homesite 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 JMR 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 JMR property 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) lain 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 homesite 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: No pets, particularly dogs, may be brought onto the property by anyone other than the Owner. If the Owner brings a pet to the site, that animal must be properly contained within the homesite. This regulation is strictly enforced.

(s) Signs: Temporary construction signs are limited to one sign per homesite, which are 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 homesite 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 homesite number or Owner's name. Such signs shall conform to the approved JMR 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 homesite 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 market 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 sign facing the Golf Course or any non-street common area is not allowed.

(t) Construction Trailers, Job Offices, and Materials Storage: Commercial storage containers are not permitted at JMR. The preferred method to accommodate job office and material storage needs is to build the garage first and use it for shelter and storage. Open trailers are not permitted overnight on residential construction sites. 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: Please see **Appendix D** for the Construction Violation Fine Schedule and the Post-Occupancy Violation Fee Schedule.

JUG MOUNTAIN RANCH

DESIGN AND DEVELOPMENT GUIDELINES

Date: ~~May 5~~April 7, 2020~~2021~~

These Jug Mountain Ranch Design and Development Guidelines, as amended, have been approved by the JMR Design Review Committee and the JMR Board of Directors. These Design and Development Guidelines shall replace and supersede prior Jug Mountain Ranch Design and Development Guidelines.

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 Jug Mountain Ranch (“JMR”) is based upon “good sense” design. McCall has its own “vernacular architecture”, including two major types of design approaches which are the mountain cabin and the veranda/ranch home. Both of these styles has its own feeling and appropriateness to JMR.

1.2 Primary Goals: Through the use of building masses, roofscapes, walls and site relationships, emphasize the following:

- 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 JMR has been directed at establishing compatibility between well designed buildings and the natural environment, fulfilling the expectations of visitors as a retreat to the mountains and lakes, 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 guidelines will be strictly enforced, with set fines for not following said guidelines.

1.5 Definitions: All definitions provided in the Jug Mountain Ranch General Declaration (“Declaration”) and any Supplemental Declaration are incorporated herein by reference. Such definition 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 rock outcroppings. Home siting shall occur either within tree masses, or at the edge of the tree line overlooking open space, or out in the open where devoid of trees. 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. Wherever possible, houses should be sited within the trees, or just off the tree line to maintain the existing tree edge. Where neither of the alternatives is available, as in the meadow areas, houses should be sited in a massing sense, using landscaping as tools for relating to the existing site and adjacent sites.

(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.

All trees that have a 4" diameter trunk or larger are to be clearly indicated on surveys. Every effort should be taken to preserve trees and carefully protect them during construction. It is important that grading around trees be minimized.

A Grading Plan showing existing and finished topography shall be submitted with the Final Design that demonstrates compliance with the CUP, with the Final Plat for the Phase within which the Unit sits, and 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/Accessory Structures: Some of the single-family lots in JMR allow for a primary and secondary unit to be built as a single fee simple ownership. The secondary unit can be no more than 25% of the gross living floor area of the primary unit, and in no case can it be more than 750 sq. ft. Accessory structures can be no more than 750 square feet and must be built on a permanent foundation. It must be appropriate and integral with the architecture of the primary unit. No secondary unit can be separately rented or separately transferred in ownership.

(d) Set Backs: All setbacks shall be measured from the eave, and are as follows:

Side yard:

- 15' minimum each side; and,
- The sum of both sideyard setbacks shall equal a minimum of 30% of the lot width, as measured through the narrowest portion of the building envelope. The building envelope is defined by the setbacks.

Front yard (street side):

- 25' minimum, with a ten-foot (10') reduction allowed for side entry garages.

Rear yard:

- 25' minimum.

Wetlands:

- Notwithstanding any of the above-stated setbacks, there shall be a minimum setback of 15' from any wetland marked on a Jug Mountain Ranch Final Plat.

(e) Maximum Building Footprint: Home site coverage maximums shall be based upon the following calculations:

- building/house (“footprint”): 100% of the square footage of structures, including home & garage
- decks, patios, etc.: 50% of the square footage of deck & patio areas
- driveways, walks, etc.: 35% of the square footage of driveways and walkways

The maximum coverage for home sites is 20%. See the Submittal Information Sheet at **Appendix A** for the calculation of coverage percentage. This 20% coverage is the maximum coverage for all improvements on a lot, whether or not the improvements are constructed at the same time. The maximum square footage of a home shall be regulated as a component of the above-stated maximum coverage.

Notwithstanding the foregoing, the maximum coverage for home sites on Lots 15 through 26 in Phase 3A shall be 30% instead of 20%.

A typical home site submittal should illustrate compliance with the above requirements.

(f) Minimum Square Footage: The minimum square footages for a single family residence are as follows:

- Single story home – 1,900 square feet of heated livable space;
- Two story home - 2,250 square feet of heated livable space.

Notwithstanding the foregoing, the minimum square footages for a single family residence on Lots 15 through 26 in Phase 3A are as follows:

- Single story home – 1,500 square feet of heated livable space;
- Two story home – 1,800 square feet of heated livable space.

(g) Utilities: All trunk utility lines and pipes at JMR are underground. Connections from trunk lines to individual structures must also be underground. Sewage disposal systems shall connect with the JMR central sewage plant pursuant to the JMR Association Documents and Rules and Regulations, and pursuant to the requirements of appropriate County, State and Federal agencies. No individual septic tanks, leach-field systems, or wells are permitted. Propane tanks shall be placed under ground.

(h) Exterior Mechanical and Electrical Equipment: All outdoor utility tanks, 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.

(i) Drainage: Storm drainage shall not connect into the sanitary sewer systems. Surface runoff and runoff from impervious surfaces such as roofs and pavement areas shall be directed to and connected with the JMR surface water management/storm drain system.

(j) Driveways: Driveways within site boundaries and connecting to the paved portion of any street (including the construction of any culverts, landscaping, maintenance and snow plowing that may be necessary) are the responsibility of the owner. Maximum driveway grades shall not exceed 5% for the first 20 feet from the roadway, and shall not exceed 10% elsewhere without written approval of the DRC. Driveway and parking surfaces shall be asphalt, concrete, unit pavers or gravel.

(k) Garages: Any home built on a Lot shall include a garage with space for at least two cars.

(l) Lot Combinations: Lot combinations are permitted in Jug Mountain Ranch with the prior approval of the DRC, however each lot will still carry a membership, and one assessment will be required to be paid for each lot. In other words, if two lots are combined, there will be two assessments, including for utilities, even though the lots are combined. Any proposed construction project will be reviewed in accordance with the Jug Mountain Ranch Design Guidelines, but upon combination of the lots, a home could be constructed across the lot lines. Set backs and other design review provisions would

apply to the two lots as combined. Upon combination, appropriate documentation to be approved by the DRC must be recorded with the Valley County Recorder.

2.2 Architectural Design:

(a) Building Height Limitations: The building height limitation for a single family residence shall be restricted to 28' from finished grade to a point midway between eave and ridge. The maximum roof height should not exceed 35'.

Certain lots within JMR have additional height limitations, as follows:

(1) Height Limitations for JMR Phase 2, Block 2 Lots 15 and 20:

The northern portion of Phase 2, Lots 15 and 20 in Block 2 is generally level, and then the elevation drops on the southern portion of Lots 15 and 20. Any structure located on Block 2 Lots 15 and 20 shall be limited to a single story on the northern portion of the Lot where the natural grade is relatively level, with the following maximum heights as measured from the natural grade on the northerly level portion of the Lot: a maximum elevation of 25 feet with a maximum mid span height of 18 feet.

(2) Height Limitations for JMR Phase 2, Block 1 Lots 30 through 38:

Any structure located on Phase 2, Block 1 Lots 30, 31, 32, 33, 34, 35, 36, 37 and 38 shall be limited to a single story on the street side of the Lot, with the following maximum heights as measured from the natural grade on the street side: a maximum elevation of 25 feet with a maximum mid span height of 18 feet.

(b) Roofs:

(1) Roof Pitch: Roofs may be flat or pitched. Allowable forms include gable, shed, hip, flat (internally drained), or as may otherwise be approved by the DRC.

(2) Roof Materials: 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 relate the buildings to their surroundings, the wrong color or texture may make the building garish or 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 brown-gray and should have a weathered appearance. Colored metal roofing may also be used, but must be dark, earth tone colored, and matte finished. If a steel or

aluminum metal roof is used, it must be color coated with a color approved by the DRC, or weathering steel.

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. .

(c) Exterior Walls:

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

- natural stone, manufactured stone, or stucco;
- concrete 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,
- approved engineered wood or fiber-cement product.
- steel, board formed concrete and engineered wood shall be reviewed on a case by case basis.

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. 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 aluminum clad wood.

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. If shutters are used they should be operable and not used merely as an ornament.

(f) Lighting: Exterior lighting fixtures should provide lighting for safety and protection, and shall not shine into a neighbor's home. No bare bulbs or lamps are allowed, and all light fixtures should have appropriate shields or housing, preferably of indirect light sources. Up lighting for flags or landscaping is not permitted. All outdoor lighting fixtures shall comply with the Valley County Outdoor Lighting Ordinance.

(g) Chimneys, Flues and Roof Vents: Chimneys and flues 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, but rather attempts shall be made to group and conceal them from public view. Enclosing them in forms compatible with the structure can do this. Wood, steel, 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.

(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 as well as 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 integral with the form of the residence.

(j) Dog Runs: Fenced dog runs are not permitted without prior DRC review and approval. In any event, chain link enclosures are not permitted. Underground electrical enclosure devices are encouraged.

2.3 LANDSCAPE DESIGN

(a) Introduction: The predominant goal of JMR 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, extensive landscaping is not required nor encouraged, yet landscaping must be executed and maintained in a way as to present a neat and pleasing appearance to

all off-property views. Additionally, it is recognized that a number of home sites should be selectively trimmed and cleared to establish better view corridors and better understory growth. Formal, regimented planting arrangements are strongly discouraged; shrubs, trees, grasses and other plant material should be arranged in informal, unaligned groupings rather than straight rows. All “formal” grasses or lawns shall generally be a minimum of ten (10) feet from a property line.

Formal landscaping shall not exceed 25% of the lot size, the balance of the landscaping should be less formal and require less water.

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;
- a true “transition” zone blending the native and non-native plants;
- the natural area consisting of existing or “native” plant material.

The “natural” area is the most sensitive of the areas, and wherever possible and practical border all roadways, property lines, wetlands, waterways, paths, open amenities, and other common areas.

(b) Primary Goals:

(1) Re-vegetation: While every new home in JMR should seek to minimize the impact of construction on the existing landscape, some disturbance of the site is inevitable. 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: JMR should have the least possible impact on the water resource. As any valuable natural resource, water should not be used in a wasteful manner. 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. A back flow preventer shall be installed and maintained as part of any irrigation system. The DRC and/or the Board shall have the right to require inspections of the back flow preventer at specified intervals, including upon installation.

(c) Walls and Fences: Placement of walls and fences should respect the existing landforms, following existing contours. No fencing is allowed within any setback. Any fence built away from the home (non-privacy screens) must be an 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 are discouraged. If allowed they must be designed in accordance with the architectural guidelines and overall site character.

(1) Fences: Fences shall be a horizontal see-through wood such as split 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. Unacceptable fencing materials include chain link, plywood, painted materials, and picket fencing.

(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 6'- 0" in height. Certain conditions may require off set tiered walls with plantings. All retaining walls higher than 3' - 0" must have reinforced concrete footings 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: Please contact the DRC for a list of species which are native to the JMR environment. 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. Landscape planning should consider screening of homes from all angles, and in all seasons. Specification should include a mixture of deciduous trees and shrubs, as well as evergreen trees, of varying sizes. The use of ornamental plants should be done in the area of disturbance, close to the house. The use of turf is permissible; however it should be used in a limited fashion, with any "excessive" use requiring review by the DRC.

(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 designs rather than freestanding, separate elements. Freestanding elements should be avoided unless there is a compelling reason for such. But in both cases, every effort must be made to give the entire lot a common character befitting of JMR.

All exterior items, including compressors, meters, etc. should be screened from street and neighbor's views. Consideration should be taken to minimize noise that could affect neighboring properties.

All outdoor structures should be devoid of gimmickry and excessive ornamentation. Decks should be built of stained or treated wood or composite material, and trellises should be built of stained or treated wood, or steel, 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 use Jug Mountain Ranch template. No unauthorized “for sale” or, “for lease” signs are allowed. Contact the DRC for a list of standards.

(b) Free standing flag poles are not permitted. The maximum size for a flag is 3’ x 5’. The American flag, the State of Idaho Flag, the Boise State University Flag, and the University of Idaho Flag are the only flags allowed without prior permission from the DRC. The DRC shall have the sole discretion to approve or deny a flag, and any such request shall be denied if it could be taken as offensive to the community.

(c) Permanent unnatural or man-made ornaments, signs, statuary, game poles, playground equipment, backboards or other devices must be properly submitted and approved by the DRC in the DRC 's discretion.

(d) See Section 5.4 with regard to construction signs.

CHAPTER 3: Reserved For MULTI-FAMILY RESIDENTIAL

CHAPTER 4: Reserved For THE VILLAGE

CHAPTER 5: SUBMITTAL AND REVIEW PROCEDURES

5.1 Introduction:

(a) **General Overview:** Site-sensitive and site-specific design is fundamental at JMR. 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. JMR has established this review procedure to assist the applicant through the design process in an appropriate sequence.

Jug Mountain Ranch requires one of the following to design your home: (1) a licensed architect; or, (2) a pre-approved home design professional who is not licensed as an architect (“home design professional”). The DRC will require review and approval of home design professionals before they are allowed to design your home in JMR. The home design professional will provide examples of previous design and drawing submittals, photos of completed work, and references from previous clients. The home design professional must demonstrate competency and the ability to design an architecturally sound and pleasing home before being approved. It is in the best interest of the home design professional and homeowner to attain approval prior to the start of design.~~Jug Mountain Ranch requires a licensed architect or design professional to design your home. The DRC may require review and approval of the architect or design professional before they are allowed to design your home in JMR. The architect or design professional will provide examples of previous design and drawing submittals, photos of completed work, references, portfolios etc. as requested. The architect or design professional must demonstrate competency and the ability to design an architecturally sound and pleasing home before being approved.~~

Plans and specifications 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 or decks, gazebos, sun decks, wind screens, game courts, swimming pools, fountains, spas, hot tubs, recreation apparatus, driveways, antennas, exterior lighting, 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, within Jug Mountain Ranch is the Jug Mountain Ranch 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 three to five members appointed by the Jug Mountain Ranch Association Board, as provided at Article 8 of the Declaration.

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

Address: Jug Mountain Ranch Design Review Committee
P.O. Box 2332
McCall, Idaho 83638
Web Site: jugmountainranch.com

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 submitted plans and specifications regarding style, exterior design, appearance, location, and compliance with the provisions set forth in these Design and Development Guidelines, and any requirements included the Declaration or any applicable Supplemental Declaration. 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.

Along with obtaining all necessary approvals from the DRC as set forth in the Declaration and these Design and Development Guidelines, 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 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: Please see the Submittal Information Sheet at **Appendix A** for the schedule of Design Review Fees. 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.

5.2 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, as well as one digital pdf 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 JMR PUD.
- (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; PROVIDED, that a mock up of final exterior stonework and material color selections must be approved prior to installation of any exterior finishes (*see Appendix D* for fines imposed for violation of this provision). 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.

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 PROVISION STATED HERE SHALL BE A CONDITION OF FINAL DESIGN APPROVAL; THEREFORE, APPLICATION 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, attached at **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 (which shall be the Lot and Block 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 materials 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 benefit to the community as a whole is the outcome of the variance, or that the variance is consistent with the spirit and character of the Design Guidelines in the sole discretion of the DRC. Mitigation may need to be proposed and permission from adjacent homesite Owners may be required, in the discretion of the DRC, which can sometimes slow the approval process. 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 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 at **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 DRC Action application, the Applicant may appeal to the Jug Mountain Ranch Association Board, as approved at Article 8 of the Declaration.

(2) Review of DRC Decisions. In the case of any challenge to the Board of a decision of the DRC, the decision shall be upheld unless the Board finds by clear and convincing evidence the decision to be: (i) in express violation of the Association Documents or the Jug Mountain Ranch CUP; (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 Jug Mountain Ranch Association, the Declarant, or any employee or member thereof 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.

5.3 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 at **Appendix C**:

- A deposit check in the amount stated in the Submittal Information Sheet at **Appendix A**, written to “JMR Contractor Deposit”;
- Confirmation of Receipt, Review and Adherence to Design and Development Guidelines, signed by both the applicant and the contractor (*see Appendix A*);
- Construction Insurance [For more insurance information, reference the following subsection (b)];
 - Copy of Certificate of Liability Insurance naming the Owner, Jug Mountain Ranch Association Inc., and Jug Mountain Ranch Golf Course LLC as additional insureds, in the minimum amount stated in the Submittal Information Sheet at **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 with the DRC and the homesite Owner prior to entering the construction premises. Confirmation shall be evidenced in the form of a valid Certificate of Insurance naming the Owner, the Jug Mountain Ranch Association, Inc., and Jug Mountain Ranch Golf Course LLC as additional insureds. The required insurance must provide coverage not less than the applicable limits of coverage relating to comprehensive general liability, automobile liability, and workers’ compensation. 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 at **Appendix A** are for general liability and workers’ compensation liability. General liability coverage must contain provisions for 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 should be marked, setback lines strung, and the footprint of improvements marked. All proposed structures shall be staked on site by a licensed surveyor. 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 “JMR 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 such 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. SEE ESPECIALLY SECTIONS 1.4, 5.3(j), 5.4(v).

(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 Contractor. The date of this notice shall be recorded as the commencement date of construction unless an alternate start date is requested by Contractor.

(f) Commencement of Construction: Upon receipt of final approval from the DRC, 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 within 7 days of the commencement of construction. Fire extinguishers must be on site immediately.

(g) Completion of Construction and Active Sites: The Contractor shall, in any event, complete all construction of improvements to the project within 12 months after commencing construction, except when such completion is impossible or would result in hardship to the Owner due to labor strikes, fires, national emergencies, or natural calamities. 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. The DRC may also remove the improvement and restore the project site to its pre-construction condition to the greatest degree possible. All costs relating to the completion or removal shall be borne and reimbursed to the DRC by the Owner, to 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, it must also have, at all times, a dumpster, a sanitary toilet, 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 regulations set forth in Construction Regulations at Section 5.4, 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 shall be notified at the following intervals for mandatory inspections (*see Appendix D* for fines imposed for failure to notify the DRC at these intervals for inspection):

- Substantial Completion of Framing
- Application of Exterior Finish Materials
- Landscaping/ Final Approval

The DRC may choose to inspect work in progress at other times during the construction process as well. The DRC shall have the right to give Notices of Noncompliance when applicable. The 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 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 JMR property on behalf of the homesite project. A copy of the 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 breaches. Violations will be subject to the fines and other corrective actions, as amended from time to time. *See Appendix D*. These fines and actions may be imposed by the Jug Mountain Ranch Association and/or the DRC and their agents. Fines double for each successive similar or uncured violation, regardless of any third party involvement, such as a sub-contractor.

In the unlikely event of an egregious or flagrant violation, the DRC or the Jug Mountain Ranch Association may impose a fine of up to 10 times the penalties listed or previous fine amount. If circumstances warrant, the DRC or the Ranch Association may deny entry onto JMR property to perpetrating individuals, without liability towards 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. The associated fine will be levied against the Contractor Deposit upon affirmation by the DRC.

The DRC and/or the Jug Mountain Ranch Association 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 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, 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 5.3(i) with regard to *Construction Variances* or 5.2(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, 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 record drawings of what actually was built and installed on the site. A Site Plan, which includes landscape, irrigation and abatement dates, and elevations of all sides of the improvements are 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 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 Notice of Completion. The Construction Deposit will not be released until a Notice of Completion 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 Notice of Completion 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 a Notice of Completion is issued.

5.4 Construction Regulations:

(a) General Overview: JMR 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 and project 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 JMR. They are designed to protect the current residents and the overall integrity of the natural landscape.

The construction regulations at JMR 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, Golf Course, or anywhere outside of the building or paving footprint.

(c) Temporary Best Management Practices: Much of JMR drains into ecologically sensitive wetlands that are strictly protected by various governmental agencies. Protection of these sensitive lands is a condition of development at JMR. 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. During busy construction periods involving multiple trades such that all construction vehicles cannot be confined to the Lot, the overflow vehicles may be temporarily parked along the edge of the roadway. Vehicles may park along one side only to allow continual unconstrained access by normal traffic, snow removal equipment, and emergency vehicles such as fire trucks. Vehicles may not park on neighboring homesites,

in nearby driveways, open space, or along any street frontage bordering occupied properties. Changing oil or other vehicle maintenance is not allowed. The discharge of any petrochemical substance is strictly forbidden. Vehicles that leak oil must not be brought onto JMR property.

(e) Material Deliveries: All building materials, equipment, and machinery required to construct a residence on any homesite at JMR 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 JMR overnight. MATERIAL DELIVERY VEHICLES MAY NOT DRIVE ACROSS ADJACENT HOMESITES OR COMMON AREAS TO ACCESS A CONSTRUCTION SITE OR DROP DELIVERIES IN A ROADWAY OR RIGHT-OF-WAY.

(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 or in JMR. 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 Jug Mountain Ranch Association 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 JMR.

(g) Excavating, Excess Materials, and Blasting: Excavations for foundations may not exceed five (5) feet [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, Manager of the Golf Course and 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 JMR. 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 on the homesite. 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 property perimeter of any homesite in JMR; especially adjacent to the Golf Course or other common parcels. 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 JMR 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 can be 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. There may be several days each year when construction is not allowed due to special community events. Contractors will be notified, in advance, of these occasions.

(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 homesite 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 JMR 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 JMR property 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) lain 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 homesite 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: No pets, particularly dogs, may be brought onto the property by anyone other than the Owner. If the Owner brings a pet to the site, that animal must be properly contained within the homesite. This regulation is strictly enforced.

(s) Signs: Temporary construction signs are limited to one sign per homesite, which are 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 homesite 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 homesite number or Owner's name. Such signs shall conform to the approved JMR 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 homesite 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 market 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 sign facing the Golf Course or any non-street common area is not allowed.

(t) Construction Trailers, Job Offices, and Materials Storage: Commercial storage containers are not permitted at JMR. The preferred method to accommodate job office and material storage needs is to build the garage first and use it for shelter and storage. Open trailers are not permitted overnight on residential construction sites. 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: Please see **Appendix D** for the Construction Violation Fine Schedule and the Post-Occupancy Violation Fee Schedule.

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

Submittal Date:		Owner:	
Homesite No. (Lot & Block No.):		Address:	
Architect:		Address:	Phone:
Firm:			Fax:
Contractor:		Address:	Phone:
Company:			Fax:
Submitted By: <input type="checkbox"/> Owner <input type="checkbox"/> Architect <input type="checkbox"/> Contractor			
Type of Submittal:			
<input type="checkbox"/> Final Design Submittal		<input type="checkbox"/> Additions, Exterior Remodels & Refinishing	
<input type="checkbox"/> Final Design Resubmittal		<input type="checkbox"/> Design Variance	
<input type="checkbox"/> Pre-Construction Submittal		<input type="checkbox"/> Construction Variance	
<input type="checkbox"/> Final Release		<input type="checkbox"/> Other: _____	
<input type="checkbox"/> Subsequent Changes Request			
Gross Square Footage of Heated Livable Space: _____			
Change in Square Footage from Previous Submittal (if applicable): _____			
	<u>Square Feet</u>	<u>% Used</u>	<u>Sq. Ft. Used for Total Coverage Calculation</u>
Total Structure	_____	x 100% =	_____
Total Deck/Patio	_____	x 50% =	_____
Total Driveway	_____	x 35% =	_____
	Total Coverage Sq. Ft.	=	_____
Total Lot Square Footage _____			
Total Coverage Percentage: Total Coverage Sq. Ft. ÷ Total Lot Sq. Footage = _____ %			
<u>FEES</u>			
<u>Design Review Fee:</u>		<u>Additional Service Fees:**</u>	
<i>[Due with Final Design Submittal]</i>		<i>[Due with Additional Service Request]</i>	
<input type="checkbox"/> 0 – 3,500 sq. ft.* \$650.00		<input type="checkbox"/> Resubmittal Fee (to be determined up to full)	
<input type="checkbox"/> 3,500+ sq. ft.* \$800.00		<input type="checkbox"/> Remodel/Additional [Major] \$350.00	
<i>*Gross Square Footage</i>		<input type="checkbox"/> Remodel/Additional [Minor] \$150.00	
		<input type="checkbox"/> No Fee Applicable	
<u>Construction Deposit</u> <input type="checkbox"/> \$5,000.00		<input type="checkbox"/> Other: _____	
<i>[Due With Pre-Construction Submittal]</i>		<i>**Change Request fees are per submittal. One submittal may consist of multiple requests.</i>	
<i>The DRC reserves the right to increase fees in the event it incurs direct costs in excess of the stated fees due to the complexity of the project.</i>			
<u>INSURANCE REQUIREMENTS</u>			
<input type="checkbox"/> General Liability*** \$1,000,000.00		<input type="checkbox"/> Workers Compensation*** \$3,000,000.00	
<i>***Proof of Insurance due with Pre-Construction Submittal</i>			
<u>Additional Comments:</u>			

APPENDIX B
FINAL DESIGN REVIEW CHECK LIST

Block _____ Lot _____ Applicant _____

Address _____ Telephone _____

Date _____

1. Completed Check List
2. Completed Application/Fee
3. Final Site Plan - One (1) hard copy (1" = 20' - 0" minimum), and a digital pdf
Must Include:
 - Existing Site Features (based supplied by JMR)
 - 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/Plant List
4. Final Building Design - One (1) hard copy (1/8" = 1' - 0" Minimum), and a digital pdf
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 Approved; Initials _____ Date _____
 Returned See Comments

APPENDIX C
PRE-CONSTRUCTION REVIEW CHECK LIST

Block _____ Lot _____ Applicant _____
Address _____ Telephone _____
Date _____

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, Jug Mountain Ranch Association, and Jug Mountain Golf Course LLC as additional insured.
 - Workers' Compensation; Proof of Valid Worker's Compensation Insurance or Exemption from it
 5. Copy of Valley County Building Permit
 6. Site Staking
-

Note: Following are the intervals where either the Contractor or the Owner need to contact the DRC for mandatory inspections pursuant to §5.3(j) of the Design and Development Guidelines (*see Appendix D* for fines imposed for failure to notify the DRC at these intervals for inspection):

- Substantial Completion of Framing
 - Application of Exterior Finish Materials
 - Landscaping/ Final Approval
-

For DRC Use Only: Reviewed Approved; Initials _____ Date _____
 Returned See Comments

APPENDIX D
CONSTRUCTION AND POST OCCUPANCY VIOLATION FINE SCHEDULES

CONSTRUCTION VIOLATION FINE SCHEDULE

CONSTRUCTION VIOLATIONS

Initiating construction without DRC approval [and/or potential suspension of building privileges at JMR]	\$2,000
Installing any exterior finishes prior to approval of mockup	\$1,000
Failure to notify the DRC at intervals specified at §5.3(j) for inspection	\$1,000
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

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

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

COMPLETION OF CONSTRUCTION

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

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

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
Dripping petrochemicals from vehicles	\$250

NOISE AND NUISANCE

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

JOBSITE SAFETY

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
Pets or other domestic animals on site	\$100
Unauthorized visitor or child [under age 16] on site	\$100

POST OCCUPANCY VIOLATION FEE SCHEDULE

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

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

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 Jug Mountain Ranch Association.