



Design Review Checklist, the Rules for Construction, and the Design Review Application and Construction Agreement

Questions regarding the design approval process, scheduling of meetings, fees, plan package requirements, or Design Committee Rules, should be directed to the Office of Boulder Mountain Property Management.

Email all documents to:

Boulder Mountain Property Management
Attention: Sheri Thomas
12 E. Bullion St. Suite B3, Hailey, ID 83333
sheri@bmpmgmt.com 208-481-1786

Property Address or Lot#:

Date of application:

Type of Application:

Fee amount:

Owner(s) Name:

Mailing Address:

email:

Telephone:

Owner(s) Name:

Mailing Address:

email:

Telephone:

Schedule of Fees: - Only the Damage Fee is Refundable

- \$1,500 Refundable Construction Damage Fee. (New construction or Remodel)
- New Construction: \$500 plus
- Remodel, addition, or alteration: \$200
- Landscape plan or changes: \$150
- Dog runs or enclosures: \$150
- Fence Permit: \$150 (If not at time of initial build)
- Painting with color change or substantial refurbishing: \$150
- Liquidated Damages for non-compliance or infractions: \$100 per day
- NOTE: If the fees paid by an Owner are insufficient to reimburse the Sunbeam Subdivision Association for the costs incurred to process the Owner's application, the Board shall be entitled to assess and levy an additional assessment against the Lot and the Owner(s) thereof to cover any deficiency.

Final Review Submittal Requirements and Checklist

Following is a checklist of items which must be considered by the Committee prior to approval of any proposed construction. This checklist is intended to guide the property owner in preparing submissions to the Committee in order that its decisions will not be delayed by the need to request additional information.

1. Signed application and fees.
2. Electronic copies (in PDF format) of all application materials emailed to the HOA Manager at least two (2) weeks prior to the scheduled Committee meeting.
3. Vicinity map showing Lot location within Sunbeam.
4. **Site plan(s) showing building location on Lot, at a scale of not less than 1"-10', and including:**
 - a. Property boundary with lot dimensions.
 - b. Existing easements, including driveway areas applicable to Lots 1-7.
 - c. Building setbacks from Lot lines; include front, rear, and side yard dimensions.
 - d. Total square feet of building(s), including garage marked on plan.
 - e. Decks (if applicable); location and dimensions.
 - f. All utility meter, irrigation boxes, street trees, and hydrant locations.
 - g. Satellite dish location (if applicable).
 - h. Driveway design. Must note sleeving for any irrigation and control wires.
5. **Schematic landscape plan showing:**
 - a. Total square footage areas of irrigated turf. Must comply with CC&R limitations.
 - b. Plan must note drought tolerant sod or turf seed mixture.
 - c. Non-irrigated seeded areas, shrub masses and trees. Must be drought tolerant.
 - d. Hardscape showing proposed topography changes, fences, paved areas and patios.
 - e. Must note use of EPA WaterSense irrigation controllers and heads or equivalent.
 - f. Must note public right-of-way or association irrigation repair, including sleeving for all existing irrigation mains under proposed driveways/pathways
6. **Architectural drawings at not less than 1/8" = 1'-0", including:**
 - a. Floor plans
 - b. Roof plan
 - c. Exterior elevations, with exterior materials and colors located and noted on plan. All materials must be specified including but not limited to siding, trim, lighting, garage doors
 - d. Building sections through proposed structure indicating highest point of structure as well as existing and finished grades.
 - e. Exterior lighting locations and specifications.
 - f. Color board showing and describing all exterior materials, finishes and colors.
 - g. Must note location of conduit pre-installed for solar installation.
7. Any other drawings, materials or samples requested by the Design Review Committee.
8. ***Any change in the approved documents or construction must be re-submitted for review.***

Rules for Construction Within Sunbeam Subdivision

These Rules for Construction within Sunbeam Subdivision (the "Construction Rules"), promulgated by the Board of Directors (the "Board") of the Sunbeam Subdivision Owners' Association, Inc. (the "Association") and adopted by the Board by unanimous consent without a meeting to become effective March 7, 2022, shall govern the construction of improvements on lots within the Sunbeam Subdivision (the "Subdivision") and shall be deemed in effect until amended by the Board and shall apply to and be binding upon all Owners. All Owners shall at all times obey these Construction Rules and shall use their best efforts to see that they are faithfully observed by their employees, agents, servants, contractors invitees, lessees, licensees, patrons and customers, and any other person over whom they exercise control and supervision. These Construction Rules are subordinate to and designed to further the purposes and intent of the Declaration, and the Articles of Incorporation and Bylaws of the Association (collectively, the "Association Documents"). In the event that there is a conflict between these Construction Rules and the Association Documents, the Association Documents shall control..

The Rules and Regulations are as follows:

1. Prior to any heavy equipment being allowed on-site, the driveway for each lot to be constructed upon must be improved with at least 3/4-inch base rock in place for at least the first thirty (30) feet of the driveway (from the access road into the lot).
2. The owner, or the owner's representative, shall designate to the Architectural Review Committee the name and telephone number(s) of the superintendent or other contact person in immediate charge of controlling construction activities on the lot. Such designation shall be kept current during the course of construction. If the designated superintendent or contact person is not readily available, the owner shall be deemed the contact person for all intents and purposes, and 24-hour prior written notice to such owner shall suffice regarding notice or contact required hereunder with respect to such superintendent or contact person.
3. Construction activities shall be permitted only during the hours of 7:00 a.m. to 7:00 p.m., Monday through Friday, and 8:00 am to 7:00 pm on Saturday. No construction activity, interior or exterior, shall be permitted on Sunday or New Year's Day (January 1), Memorial Day (designated Monday in May), July 4th, Labor Day (designated Monday in September), Thanksgiving (designated Thursday in November) or Christmas (December 25). Interior work may be conducted after permitted hours with the approval of the Committee.
4. No construction workers' pets (*e.g.*, dogs) shall be allowed at any time on the construction site.
5. No loud music emanating from the construction site shall be permitted at any time.
6. All construction vehicles, trailers, fencing, equipment and so forth must be removed from the lot as soon as practicable after substantial completion of the construction, not to exceed fifteen (15) days; provided, however, that no occupancy shall be permitted until all construction vehicles, trailers, fencing, equipment and so forth have been removed.
7. All landscaping must be completed by the first to occur of (i) eighteen (18) months from the date of commencement of construction, (ii) thirty (30) days after substantial completion, or (iii) occupancy. Completion time of landscaping may be extended by the Architectural Review Committee for up to six (6) additional months if completion of landscaping is delayed by adverse weather.
8. A small job office may be maintained on the construction site. Temporary living quarters for workmen or the owner will not be permitted. The job office shall be removed within the same time frame provided in Rule 9, above.

9. Permanent water connection and temporary enclosed chemical toilets must be available during all construction. Chemical toilets shall, if possible, be located away from neighbors and shall be maintained to minimize odors.
10. During construction, erosion shall be minimized through proper soil stabilization water control and timely vegetation. The owner or contractor shall implement all required control techniques.
11. In connection with and during construction, Owner shall: (i) comply with all governmental laws, ordinances, regulations and requirements now in force or which hereafter may be in force, of any lawful governmental body or authority having jurisdiction over the construction and with the Declaration, and these Construction Rules; (ii) keep the lot and every part thereof in a clean, neat and orderly condition, free of objectionable noise, odors, or nuisances; (iii) in all respects and at all times fully comply with all health, safety and police regulations; (iv) not permit or allow any waste, abuse, deterioration, or destructive use of the lot or the common area to occur; and (v) neither do nor permit to be done any act or thing upon the lot which shall or might subject the Association to any liability or responsibility for injury to any person or persons or damage to property by reason of any business or operation carried on, at, from or upon the lot. In the event that any official at any time shall contend or declare by notice, violation, order or in any other manner that the lot is being used for a purpose which is a violation of any permit, certificate of occupancy, statute, ordinance or other requirement of law applicable to the Subdivision or the lot, or if the Association gives notice of violation of any of the Construction Rules, then Owner shall immediately discontinue such use of the lot.
12. No flammable, combustible, explosive, or otherwise dangerous fluid, chemical, or substance shall be kept on any lot except such as are required for normal construction use and only then in quantities allowed by law.
13. Each Owner shall secure and keep in force at all times, at the Owner's own cost and expense, a broad form general liability insurance, covering the Owner and Association against death, bodily and personal injury and property damage in the combined single limit amount of at least \$1,000,000. Each Owner shall pay all uninsured costs of repairing any damage to the common area or to any lot including its own resulting from any act or omission of such Owner or such Owner's tenants, licensees, customers, guests, patrons or agents.
14. The Architectural Review Committee or its agents may, at any time, inspect a lot or improvement and, upon discovering a violation of these Design Guidelines, provide a written notice of noncompliance to the Owner, including a reasonable time limit within which to correct the violation. If an Owner fails to comply within this time period, the Architectural Review Committee or its authorized agents may enter the lot and correct the violation at the expense of the Owner of such lot. Said expense shall be the sole responsibility of the Owner and shall be secured by a lien upon such lot enforceable in accordance with the Declaration. In addition, if the Architectural Review Committee is holding a deposit from the Owner, the deposit may be used to satisfy, in whole or in part, the obligation of the Owner to pay such expense. In the event of any violation of these Rules for Construction, the Architectural Review Committee may, at its sole discretion and in addition to all other remedies it may have at law or in equity, including recovery of expenses incurred after entry upon a lot, recover as liquidated damages commensurate with the severity of the violation, as determined by the Architectural Review Committee, an amount set forth in the Schedule of Fees, as amended from time to time. Such damages shall be paid and secured as provided above for other expenses for which the Owner is liable.
15. The Association reserves the right to promulgate additional rules and regulations as may be required from time to time without the consent of its members. Such additional rules and regulations shall be as binding as all other rules and regulations previously adopted.
16. In the event an Owner desires to take any action requiring the consent or approval of the Association, the Owner shall submit a written request therefor to the Association. The Association shall be required to respond to the request within thirty (30) days following receipt of any such written request. If the Association does not respond within thirty (30) days following receipt of the written request, then the Association shall be deemed to have consented thereto. The Association shall not approve or consent

to any action requiring its consent or approval unless and until the Owner has paid all assessments and other fees required to be paid by the Owner.

17. The Association shall be entitled to recover reasonable costs and attorneys' fees in the event it prevails in any action brought against an Owner to enforce these Construction Rules.
18. Owner certifies he or she has read the Declaration of Covenants, Conditions and Restrictions for Sunbeam Subdivision, including all exhibits ("Declaration"), and the Design Review Guidelines ("Guidelines") and the Sunbeam Subdivision Construction Rules ("Rules", and together with the Declaration and Guidelines the "Restrictions") pertaining to construction or alteration of improvements at Sunbeam Subdivision and that he or she fully understands and agrees to comply with the Restrictions and the terms and conditions of design review approval from the Committee.
19. Owner understands and agrees that all inspections and/or operations required to be performed by persons other than Committee members or staff shall be at the sole expense of the Owner.
20. Owner understands and agrees that any prospective change or deviation in the Homesite, or any portion of the improvements from the plans approved by the Committee must be resubmitted to the Committee for approval prior to such change being made and that additional fees may be required. The submittal must include the required grade and location certificate by an Idaho licensed surveyor. Owner further understands that any deviations from approved plans may result in an order for an immediate halt in construction and a restoration of the Homesite and/or improvements to its original condition, or to a condition in conformance with the approved plans.
21. Owner covenants and agrees that it is the responsibility of the Owner to bear the cost of any corrections required by the Committee because of the failure of the Owner to follow the plans as approved by the Committee, or to comply with the Restrictions. Owner further covenants and agrees that deviation from the approved plans is a violation of the Restrictions which may result in sanctions more fully defined in said Restrictions, and that all construction which does not conform to plans approved by the Committee must be brought into conformance with the approved plans.
22. Owner agrees that all construction activities required to complete the work in accordance with approved plans shall be confined to the boundaries of the Homesite and that Owner assumes responsibility for any and all damage to adjacent properties or common area caused by Owner, contractor, subcontractor, or any persons connected in any fashion with work being done pursuant to the approved plans.
23. Owner acknowledges and agrees that site plan and architectural approvals granted by the Committee shall expire one (1) year from the date of approval for new construction and alterations of existing structures. Construction must begin within one (1) year. All work delineated on approved plans must be completed within eighteen (18) months after commencing construction thereof. Failure to complete the work within the required time is a violation of the Restrictions and may result in the Committee having the work completed in accordance with the approved plans, removing the work and/or obtaining injunctive relief to require compliance or prevent non-compliance, with all expenses incurred to be reimbursed to the Association, first through application of the Deposit made by Owner and the balance, if any, to be paid directly by Owner within 30 days after delivery of an invoice for the balance. In addition, notwithstanding the above, if completion of the work is delayed beyond the times specified, the parties agree that the Association would suffer damages which are unknown and difficult to ascertain, and the Owner shall therefore pay to the Association a Special Assessment of \$25.00 per day as liquidated damages for each calendar day during which completion of the work, or portion thereof, is delayed beyond the time specified for completion. Said Special Assessment shall be secured by a lien on the Homesite as provided in the Declaration of Covenants, Conditions and Restrictions.
24. Prior to the start of any construction, landscaping, site clearing, or activity of any kind, other than surveying and staking on the Homesite, this Agreement must be completed, signed by all Owners of the Homesite and returned to the Committee.
25. The Association is hereby granted a lien upon the Homesite to secure the performance of Owner's obligations set forth in this Agreement. To further evidence such lien upon the Homesite, the Association

shall prepare a written lien notice setting forth the description of the Homesite, the amount of any Special Assessments on the Homesite unpaid as of the date of such lien notice or describe the nature of the default in performance, the name of the Homesite Owner, and any and all other information that the Association may deem proper. The lien notice shall be signed by a member of the Committee, an officer of the Association, or its managing agent and shall be recorded in the records of Blaine County, Idaho. The lien may be foreclosed upon as provided in the Declaration of Covenants, Conditions and Restrictions.

26. In addition to any other fee that may be charged under the Declaration or any other Rules, prior to the start of any construction, and as an additional condition to approval of construction by the Architectural Review Committee, the owner shall pay to the Association a Construction Fee in the amount of \$1,500.00. Any fines or damages imposed shall be paid out of such amount. If such amount is exhausted and a fine amount remains to be paid, the same shall be collected pursuant to the Special Assessment provisions of the Declaration. Upon completion of construction, any balance of such amount shall be reimbursed to the owner, without interest. Payments of Assessments and other fees shall be made at the office of the Association. Payments made in the form of checks shall be made to the order of such party as the Association shall designate.

27. General Provisions.

- a. This instrument and the Restrictions constitute the entire agreement between the parties hereto relating to the construction or alteration of improvements on the Homesite and sets forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect.
- b. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors and assigns of the parties hereto.
- c. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.
- d. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive its rights to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.
- e. The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.
- f. Should any action be brought to interpret or enforce any provision hereof, or for damages for breach hereof, the prevailing party shall be entitled to such reasonable attorney's fees as may be determined by any court of competent jurisdiction wherein such action is brought.
- g. This Agreement shall be construed in accordance with the laws of the State of Idaho.
- h. This Agreement may be executed in any number of counterparts, including facsimile transmissions, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same agreement.
- i. Time and timely performance are of the essence in the performance of the parties' obligations under this Agreement.

Signatures on next page

THIS AGREEMENT has been executed as of the dates set forth below.

Owner Name (Printed): _____

Signature: _____ Date: _____

Owner Name (Printed): _____

Signature: _____ Date: _____

This application is accepted and approved by:

Committee Representative Name (Printed): _____

Signature: _____ Date: _____