Design Review Application

Application form, fees, Construction Rules, and Construction Agreement

Sunbeam Subdivision Owners' Association, Inc. • Amended November 2, 2026

Email the complete application, as PDFs, to: Sawtooth Property Services, LLC, Attention: Jon Gilmour, 220 East Ave, Suite 204, Ketchum, ID 83340 • jon@sawtoothproperties.com • 208-720-5893. Questions about the process, fees, or the Design Review Guidelines go to the same address.

1. PROJECT			
Property address / Lot #		Date of application	
Type of application (check all that apply)	☐ New home, ADU, detached garage, addition, or remodel – $500 ☐ Minor project (fence, color change, solar, shed, etc.) or landscaping – $200 ☐ Construction Compliance Deposit (new home, addition, remodel, or other construction) – $5,000		
Brief description of work			
Total enclosed	$	Check #	

2. OWNER(S) All owners of the Lot must sign the application.		
	Owner 1	**Owner 2**
Name		
Mailing address		
Email		
Phone		

3. BUILDER / GENERAL CONTRACTOR Primary contact for the project.			
Company			
Contact name		Cell phone	
Email		Office phone	
Mailing address			
On-site superintendent		Superintendent cell	
4. ARCHITECT OR DRC-APPROVED DESIGNER Guidelines 1.1			
Name and company			
Email		Phone	

Owners sign on the last page. The Final Review Checklist and a summary of the process are in How Design Review Works.

Fees and Deposit

Item	Amount
Application fee: new home, ADU, detached garage, addition, or remodel	$500
Application fee: minor project (fence, color change, solar, shed, etc.) or landscaping	$200
Construction Compliance Deposit (refundable): new home, addition, remodel, or other construction	**$5,000**
Revised plan review	Actual cost
Outside consultant review (Guidelines 10.6), per application	Actual cost, up to $750
Designer approval / portfolio review (Guidelines 1.2)	Actual cost of consulting architect
Liquidated damages for rule violations or late completion (Construction Rule 11)	$200 per day

- **Only the deposit is refundable.** It must be kept at $5,000; if the Association draws on it, the owner shall replenish it within 15 days of notice.
- **Review costs are a cost, not an assessment.** If the fees do not cover the Association's actual cost to review the application, including outside consultants (up to $750 per application for outside consultants), the Association may either (1) draw on the deposit to cover said cost in which case the owner must replenish the deposit to $5,000 within 15 days of notice or (2) invoice the owner for said cost, which shall be due within 30 days of notice.
- All checks shall be made payable to **Sunbeam Subdivision Owners' Association, Inc.** and delivered to Sunbeam's property manager: Sawtooth Property Services, LLC, Attention: Jon Gilmour, 220 East Ave, Suite 204, Ketchum, ID 83340

Construction Rules

Adopted by the Board of Directors of Sunbeam Subdivision Owners' Association, Inc. (the "Association"), effective July 1, 2024, and amended November2, 2026. These Rules apply to all construction on every Lot in Sunbeam Subdivision and bind all owners. Each owner shall use best efforts to ensure that the owner's contractors, subcontractors, employees, agents, tenants, guests, and anyone else under the owner's control follow them. In the event of any conflict or inconsistency between these Rules and the Association's Declaration of Covenants, Conditions and Restrictions (the "CC&Rs"), Articles, and Bylaws, the provisions of those governing documents shall control. "DRC" and "Committee" mean the Design Review Committee under Article IV of the CC&Rs.

1. **Site contact.** Before commencing work, owner shall provide the DRC with the name and phone number of the superintendent or other person responsible for on-site activities, and shall keep that information current. If the designated person is not readily available, the owner shall serve as the contact, and 24 hours' written notice to the owner shall constitute sufficient notice.
2. **Work hours.** Construction activities are permitted from 7:00 a.m. to 7:00 p.m. Monday through Friday, and 8:00 a.m. to 7:00 p.m. on Saturday. No interior or exterior work is permitted on Sundays, New Year's Day, Memorial Day, July 4, Labor Day, Thanksgiving, or Christmas. Interior work outside the permitted hours requires DRC approval.
3. **Driveway, Sidewalk, and Bike Path.** If the driveway crosses a sidewalk or bike path, it must be protected with plywood covered by road mix. Any damage to sidewalk, bike path, street trees, right-of-way (ROW) landscape, or City streets must be promptly repaired at the owner's expense.
4. **Construction Boundaries and Access.** All construction activities shall be confined to the Lot. Construction fencing shall be installed and maintained along the side and rear lot lines. Street access shall be limited to the front of the Lot. Any use of adjoining property requires the adjoining owner's prior written consent, which shall be filed with the DRC. Secondary access through an adjoining property also requires the DRC's prior written approval.
5. **Site conditions.** During construction, the following requirements apply: A water connection and an enclosed chemical toilet shall be maintained on site, with the toilet located away from neighboring properties where possible and maintained to minimize odors; erosion shall be controlled through soil stabilization, water management, and timely planting; the site shall be maintained in a clean and orderly manner, and kept free of objectionable noise, odors, and nuisances; loud music and workers' pets are prohibited; flammable, explosive, or otherwise dangerous materials shall be limited to those reasonably necessary for normal construction and shall not exceed quantities permitted by law. A small construction job office is permitted on site; living quarters for workers or the owner are prohibited.
6. **Compliance with Laws and safety.** All construction activities and uses of the Lot shall comply with all laws, permits, health and safety regulations, the CC&Rs, and these Rules. No waste, damage, or destructive use of the Lot or common area, or any activity that could subject the Association to liability, shall be permitted. If a public official declares that a use of the Lot violates a law or permit, or the Association gives notice that a use violates these Rules, cease that use immediately.
7. **Damage.** The owner shall be responsible for, and shall repair at the owner's expense, any damage to adjoining property, City property, common area, sidewalks, landscaping, street trees, or irrigation caused by anyone involved in the work. The owner shall indemnify and hold the Association harmless from all claims for personal injury or property-damage arising from such work. The owner shall also pay all uninsured costs of repairing damage to common area or any Lot caused by the owner or the owner's tenants, guests, contractors, or agents.
8. **Insurance.** Each owner shall carry, at all times and at the owner's expense, broad-form general liability insurance covering the owner and the Association for death, bodily and personal injury, and property damage, with a combined single limit of at least $1,000,000.
9. **Completion and cleanup.** All work shall proceed diligently. The structure and all landscaping must be completed within 18 months after the application approval date, unless the DRC grants an extension for good cause (CC&Rs 2.06 and 4.06). All construction vehicles, trailers, fencing, equipment, and the job office shall be removed within 15 days after substantial completion and, in all events, before occupancy.
10. **Enforcement.** The DRC or its agents may inspect the Lot at any reasonable time. Upon identifying a violation of these Rules, the Design Review Guidelines, or the CC&Rs, the DRC shall provide the owner with written notice and a reasonable opportunity to correct it. If the owner fails to timely cure the violation, the Association or its agents may, upon further written notice, enter the Lot and correct the violation at the owner's expense. The Association may apply the deposit toward corrective costs and enforcement expenses, including attorneys' fees only to the extent permitted by Idaho Code 55-3206(4). The owner shall replenish the deposit within 15 days of notice and pay any balance within 30 days after invoice. Amounts owed shall be secured by a lien against the Lot.

11. **Liquidated damages.** Liquidated damages of $200 per day may be imposed for violations of these Rules or failure to timely complete construction, but only upon: (a) written notice to the owner by personal service or certified mail at least 30 days before the Board meeting at which the vote on the proposed assessment will be taken, and (b) approval by a majority vote of the Board at that meeting. No liquidated damages shall be imposed if the owner begins resolving the violation before the meeting and continues in good faith until the violation is fully resolved. No portion of the liquidated damages may be used to compensate any Board member or agent (CC&Rs 11.04(D); Idaho Code 55-3206). For late completion, an owner is addressing the violation in good faith only while following a written completion schedule approved by the DRC and meeting its milestones. Liquidated damages shall be paid and secured in the same manner as other amounts owed under these Rules. If the Association prevails in an action to enforce these Rules, it shall be entitled to recover its reasonable costs and attorneys' fees, subject to Idaho Code 55-3206(4).
12. **Requests to the Association.** All requests for Association design review approval shall be submitted in writing. The Association shall respond within 14 days after receipt of a complete request, including all required documents, fees, and deposit (CC&Rs 4.05). Failure to respond within that period shall constitute approval of the request. No approval will be given until the owner has paid all outstanding fees.
13. **Additional rules.** The Board may adopt additional rules with the authority granted by the governing documents and applicable law at any time without a vote of the members. Such rules shall have the same force and effect as these Rules.

Construction Agreement

This Agreement is between the owner(s) of the Lot and the Association.

1. **How this Agreement is signed.** The owner's signature on the application constitutes execution of this Agreement. Written approval of the application by at least two DRC members constitutes execution of this Agreement on behalf of the Association (CC&Rs 4.05). Such approval may be provided in any written form, including by email to the applicant. No separate DRC signature on this Agreement is required.
2. **Owner's promise to comply.** The owner acknowledges having read and understood the CC&Rs (including all exhibits), the Design Review Guidelines, and the Construction Rules (together, the "Restrictions"), and agrees to comply with the Restrictions and all conditions of the DRC's approval.
3. **Conformity with Approved Plans.** The owner shall build in complete conformity with the approved plans and specifications. Any proposed change must be submitted to and approved by the DRC before it is made, with a grade and location certificate from an Idaho-licensed surveyor. Additional review fees may apply. Any departure from the approved plans is a violation of the Restrictions and may result in an immediate stop-work order. The owner shall restore the Lot to its original condition or bring the work into conformity with the approved plans and specifications and shall bear all costs of corrections required by the DRC.
4. **Inspection costs.** Inspections or other work by anyone other than DRC members or staff are at the owner's expense; outside consultant costs are limited to $750 per application (Guidelines 10.6).
5. **Completion deadline.** The owner shall proceed with construction as promptly and diligently as possible. Approval shall be automatically revoked if construction is not completed in accordance with the approved plans within 18 months after the application approval date, unless the DRC grants an extension for good cause. Upon revocation, the Association may complete or remove the work or seek a court order (CC&Rs 4.06, 7.10 and 11.04(B)). The owner shall reimburse the Association for all resulting costs, which may be paid first from the deposit, with any remaining balance due within 30 days after invoice. The owner shall replenish the deposit within 15 days after notice. The owner acknowledges that delayed completion causes actual damages to the Association that are difficult to ascertain. Accordingly, the owner shall also pay liquidated damages of $200 for each day completion is overdue, subject to the procedures and conditions in Construction Rule 11 and secured by the lien described in Section 8.
6. **Before any work begins.** No construction, landscaping, site clearing, or other activity, other than surveying and staking, shall commence until the application has been signed by all owners and approved by the DRC as provided in Section 1, and all required fees and the deposit have been paid.
7. **Deposit.** Before construction begins, the owner shall pay the Association a refundable Construction Compliance Deposit of $5,000 (Guidelines 11.1), in addition to all other required fees. Expenses, and any liquidated damages or fines imposed under Construction Rule 11, shall be paid first from the deposit. The owner shall replenish the deposit to $5,000 within 15 days after notice and pay any amount exceeding the deposit within 30 days after invoice. Such amounts shall be secured by the lien in Section 8. Upon completion of all construction and landscaping, the owner may submit a written request for return of the deposit. The remaining balance, without interest, shall be refunded within 30 days after receipt of the request, provided no violations remain outstanding (Guidelines 11.2). All payments shall be made to the Association at the office of its property manager.

8. **Lien.** The owner hereby grants the Association a separate contractual lien against the Lot to secure the owner's obligations under this Agreement, in addition to any lien authorized by the CC&Rs. The Association may record a lien notice in the records of Blaine County, Idaho, identifying the Lot, the owner, the amounts owed and unpaid or describing the nature of the default, and any other information the Association considers proper. The notice shall be signed by a DRC member, an officer of the Association, or its property manager. The lien may be foreclosed in accordance with the CC&Rs.
9. **General terms.** This Agreement and the Restrictions constitute the entire agreement concerning construction on the Lot and supersede all prior agreements, representations, and promises concerning that subject matter. This Agreement shall bind and benefit the parties and their respective heirs, successors, and assigns. If any provision is held invalid or unenforceable, the remaining provisions shall remain in full force and effect. All rights and remedies are cumulative and in addition to those available under applicable law. Failure to enforce any right or provision shall not constitute a waiver of that right or provision or of any subsequent breach. In any action to interpret or enforce this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees to the extent permitted by Idaho law, including Idaho Code 55-3206(4). This Agreement shall be governed by Idaho law and may be executed in counterparts and by electronic signature. Time is of the essence.

Signatures

By signing below, the owner(s) submit this application and agree to be bound by the Construction Rules and the Construction Agreement. **All owners of the Lot must sign.**

_____	_____
Owner 1 – printed name	Owner 2 – printed name
_____	_____
Signature	Signature
Date: _____	Date: _____

DRC approval (signature is optional on this form). Written approval of the application by at least two DRC members, including by email to the applicant, constitutes the DRC's execution of the Construction Agreement, regardless of whether this signature block is completed. The 18-month completion period commences on the application approval date.

DRC member: _____ Date: _____ DRC member: _____ Date: _____

This packet is provided to facilitate the application process. In the event of any conflict or inconsistency, the recorded CC&Rs and the Design Review Guidelines shall control.