

**ACTION BY UNANIMOUS CONSENT IN WRITING
OF
THE BOARD OF DIRECTORS**

The undersigned, constituting all the members of the Board of Directors of Sunbeam Subdivision Owners' Association, Inc., a not-for-profit corporation organized and existing under the laws of the State of Idaho (the "**Corporation**"), by unanimous consent in writing pursuant to the laws of the state of Idaho, without the formality of convening a meeting, do hereby consent to the following actions of the Corporation and direct that this consent be filed with the minutes of the Board of Directors of the Corporation. This consent may be signed in separate counterparts and shall be effective when counterparts have been signed by all of the Directors.




RESOLVED, that the Design Review Checklist, the Rules for Construction and the Design Review Application and Construction Agreement in the form attached hereto be and hereby is, in all respects, approved, ratified, and confirmed.

RESOLVED, that the following persons be, and hereby are, appointed to serve on the Design Review Committed until their successors have been duly appointed and qualified:

Ed Dumke
Brad Baker
Matt Engel

July 1, 2024

DIRECTORS:

<small>DocuSigned by:</small>  <small>3C4C5AC16758E...</small> Ed Dumke	7/1/2024 10:09 AM MD
<small>DocuSigned by:</small>  <small>80FE9BBD25884B...</small> Brad Baker	7/1/2024 4:50 PM PD
<small>DocuSigned by:</small>  <small>7F23FE7E414641E...</small> Matt Engel	7/1/2024 10:09 AM MD



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

Amended July 1, 2024

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

- \$2,500 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: \$200 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.
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 and Roof plans.
 - b. Exterior elevations. All exterior materials must be specified including but not limited to siding, trim, lighting, doors, accents, garage doors, etc.
 - c. Color three dimensional rendering of the proposed improvements, including accurately represented exterior materials and colors, preferably including proposed landscape.
 - 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 with detailed specification of 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 July 1, 2024, 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, subcontractors, 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. 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 and agrees to indemnify and hold the Association harmless from and against any and all personal injuries and property damage to adjacent properties, City property, or common area caused by Owner, contractor, subcontractor, or any persons connected in any fashion with work being done.
5. Owner / Contractor shall build a construction fence enclosing owners property on the sides and rear lot lines. Such construction fence shall be kept in good repair throughout the construction process. Any access or use of adjoining properties shall be with written consent of the owner of the adjoining property and such consent shall be submitted to the Sunbeam Design Review Committee (the DRC). Street access to owners construction project shall only be on the front of owners property. No secondary street access from adjoining properties is permitted without specific written permission of the DRC. Any violation of these rules, trespass on adjoining property, unauthorized encroachment, damage to any landscape, sidewalk, or lot, shall subject the owner to liquidated damages of \$200 per day in addition

to liability to repair all damage. Owners property is subject to a lien to collect payment. 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.

6. No construction workers' pets (*e.g.*, dogs) shall be allowed at any time on the construction site.
7. No loud music emanating from the construction site shall be permitted at any time.
8. 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.
9. 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.
10. 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.
11. 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.
12. 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.
13. 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.
14. 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.
15. 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.
16. 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.

17. 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.
18. 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.
19. 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.
20. 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.
21. 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.
22. 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.
23. 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.
24. 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.

25. 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.
26. 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.
27. 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 \$2,500.00. 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.
28. 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: _____



SUNBEAM

***Sunbeam Home Owners Association
Design Review Committee Guidelines***

Amended July 1, 2024

General Overview:

The purpose of these Design Review Committee (DRC) Guidelines for Sunbeam is to provide the homeowners with a framework of rules and regulations that will assure each of us that the property within our Subdivision will be developed and maintained in a fashion that will protect the investment and quality of life of every homeowner.

The DRC has broad discretionary powers regarding the aesthetic impact of design, construction and development including site planning, architectural styles, colors, textures, materials, landscaping, materials, and overall impact on surrounding properties. It is not the intent of the DRC to impose a uniform appearance within Sunbeam, nor to discourage creativity on the behalf of the homeowners. The DRC's intent is to promote and assure that all improvements are aesthetically compatible and will result in a quality community. During the plan review process, the DRC intends to be fair, impartial, and understanding of individual goals.

It is the goal of the DRC to maintain quality within the bounds of a streamlined approval process. Any changes after original build will still need approval but will have an impact fee of a lesser amount and dependent on the type of submittal, i.e., painting of a different color or solar panel installation to name two.

Submitting Plans to the DRC:

The Design Review Committee will meet once a month to review the plan submittals. Submittals are on a first come, first serve basis and the committee will do their best to review within 14 days of submittal. There is a form required with instructions on what is needed for submittal.

The form can be acquired by emailing the Property Management team. The email address is: sheri@bmpmgmt.com.

Please follow all directions on the DRC form, any incomplete submittals will not be reviewed.

Guidelines:

1. General Architectural Design

Sunbeam encourages the use of new and old materials and designs that relate and respond not only to the streetscape but to the sun, views, and outside spaces. Sunbeam encourages innovation grounded in the mountain aesthetic and Hailey's rich traditional heritage. The overarching requirement of the DRC will be quality and harmony with the neighborhood.

2. Fencing and Privacy Walls.

Fences and walls must be an integral part of and complement the design of the house. Back yard fencing and walls can be up to 6ft in height from the line of the front of the house to the back yard. If the lot is a corner lot, the fence can be up to 42" high. No front yard fences or privacy walls are permitted, except for Architectural accents. Materials must be consistent and compatible with the materials on an approved house design. Chain link or wire fences are prohibited.

3 Garage Location

To the extent possible, the garage should not be the first visual and physical structure as viewed from the street fronting the house. If the lot dimensions and size can accommodate, the garage should be set back or entered on the side of the house. Properties are limited to one garage structure, which structure may be incorporated into only one of the following; the primary residence, a detached accessory dwelling unit (ADU), or a stand-alone detached garage.

4. Minimum square footage

The minimum square footage of the residential construction must be at least 1,200 square feet of living exclusive of garage.

5. Accessory Dwelling Units

ADUs shall be attached to the Residence or above the detached Garage.

6. Modular vs Manufactured or Shipping Container Homes

'Modular Homes" shall be permitted only if approved by the Design Review Committee, but "Manufactured Homes" and "Shipping Container Homes" shall not be allowed. For the purpose of this provision, "Modular Homes" are homes which are created in sections, and then transported to the home site for construction and installation. These are typically installed and treated like a regular house, for financing, appraisal and construction purposes. Although the sections of the house are prefabricated, the sections, or modules, are put together at the construction site much like a typical home. Modular homes are built to conform to all applicable state, local and regional building codes that are necessary for the location of the home, just like site-built homes. "Manufactured Homes" are built onto steel beams and are transported in complete sections to the home site, where they are assembled. Wheels, hitch and axles are removed on site when the home is placed on a permanent foundation. Manufactured homes come in three sizes: single wide, double wide and triple wide, or any combination

of the foregoing. "Shipping Container Homes" are homes designed out of modified container units.

7. Exterior Lighting

All exterior fixtures shall be dark sky compliant, fully shielded, full cut-off fixtures. Exterior lighting shall not produce glare for neighbors and all site lighting shall be down cast to comply with City of Hailey lighting ordinance. No floodlights, whether downcast or upward landscape will be permitted.

8. Solar Panels

Roof mount Solar Panels are encouraged.

9. Setbacks

Setbacks along streets, side lot lines, and rear lot lines shall conform with City standards for LR1 zoning.

10. Exterior Materials and Colors:

Roofs and exterior shall consist of non-reflective material. Accent colors are encouraged, but overall colors and tones should be tasteful and compatible with the neighborhood. Desirable exterior finishes and materials would include board and batten, natural wood materials, stucco, shingle accents, Architectural metals and other materials approved by The Design Review Committee.

11. Recreational Vehicles

No more than one (1) recreational vehicle, trailer, boat or camper shall be kept on a Lot except within an enclosed building (i.e., third car garage) or screened from public view from outside the Lot. All boats, snow mobiles, recreational vehicles, campers, lawn and garden equipment, garbage and trash containers, clothes lines, maintenance and service equipment, firewood, stored materials, satellite dishes, and similar personal property shall be screened from streets and adjoining Lots by Committee approved fences, berms, hedges and similar landscaping or enclosures.

12. Sheds and Outdoor Storage

Sheds or outdoor storage structures must be screened from adjacent properties using a design similar and complementary to the house with similar materials and color. Shed size and offset from property line must comply with City of Hailey regulations and/or Design Review Committee approval.

13. Irrigation Easements

Sunbeam lots have an extensive irrigation system on the street frontage of each lot. Any driveway or landscape construction damage must be repaired to minimize disruption to the irrigation system. The sprinklers must be repaired and adjusted to maintain coverage as designed after driveway is installed. Sprinklers and lines must be cut and removed under driveways, and sleeves must be installed with 1.5 times pipe size for sleeve. Example 1" pipe would need a 1-1/2" sleeve or larger. Construction must be coordinated with common area maintenance contractor before cutting in driveway to ensure minimal

interruption of common area watering schedule during construction Lots 9 through 31 have irrigation easements on the rear lot line. Lot 32 has irrigation easement on rear and North lot line. Lot 70 has irrigation easement on the North lot line. There will be a 2" poly line either buried or on the surface in the easement used to water the trees. If the homeowner damages the irrigation line, it must be repaired at homeowner expense within 24 hours. When the lot owner hooks up to the Hailey municipal water system, they must assume full irrigation and maintenance responsibility for the trees on their property. The HOA will maintain the perimeter trees until such time as the responsibility for irrigation is assumed by the lot owner. Any changes must be approved by the Design Review Committee.

14. Driveway Material

All driveway and parking areas shall be finished with materials approved by the Committee.

15. Noxious Weeds and Lot Maintenance

Owner shall keep unimproved lots in clean and tidy manner including occasional mowing and weeding for noxious weeds. If the lot is not being maintained after notification to do so the Association has the right to enter upon the lot to maintain and subsequently bill the owner for such work.

16. Cluster Mailboxes

The use of the provided cluster mailboxes is required for all single-family residential lots. One mailbox is available per single-family residential lot. Accessory dwelling units are not permitted a second mailbox. No individual street frontage mailboxes are permitted. All cottage townhouse developments shall provide cluster mailboxes on site.

17. Trees.

Trees shall be located with emphasis on improving streetscape appearance. At least one (1) coniferous tree shall be included on each lot. Deciduous trees shall be a minimum of 2" caliper size. Evergreen trees shall be 8' minimum height. Trees shall be chosen from the Wood River Valley Tree Guide

- for lots up to 8,000 square feet a minimum of 4 trees shall be planted
- for lots greater than 8,000 square feet but less than 12,000 square feet a minimum of 5 trees shall be planted
- for lots greater than 12,000 square feet but less than 14,000 square feet a minimum of 6 trees shall be planted
- for lots greater than 14,000 square feet a minimum of 7 trees shall be planted

Green Initiatives Required by City of Hailey:

Solar

All residences shall be constructed with conduit pre-installed for possible future installation of roof mounted passive solar panels. Please illustrate on plans the placement of the panels upon DRC submittal if installing at time of build.

Turf and Landscape.

Sunbeam is subject to water conservation and landscape guidelines as follows: Restrictions on the total land area of each lot which can be landscaped with turf consistent with the following:

- for lots up to 8,000 square feet a maximum of 40% of the total land area;
- for lots greater than 8,000 square feet but less than 12,000 square feet a maximum of 35% of the total land area up to a maximum of 3,500 square feet;
- for lots greater than 12,000 square feet but less than 14,000 square feet a maximum of 30% of the total land area up to a maximum of 3,500 square feet;
- and
- for lots greater than 14,000 square feet a maximum of 25% of the total land area.
- Landscape in Sunbeam must use qualified drought tolerant plantings from an approved Association list or as recommended by a landscape design professional. There are several extensive lists of drought tolerant plants online:
<https://www.extension.uidaho.edu/publishing/pdf/BUL/BUL0862.pdf>
<https://www.webbland.com/nursery/plant-catalog/> Page 79
- All landscape areas shall use an underground irrigation system that comply with 70% distribution uniformity for turf areas and/or utilizes EPA Water Sense irrigation controllers and heads or equivalent.
- Turf and grass areas must use turf recommended by the Turfgrass Water Conservation Alliance (TWCA) or the equivalent, wherever turf is planted.

Trout Friendly Initiatives:

Conserve water by irrigating only between 5pm and 10am. Less water is lost to the atmosphere at night. Day-time watering loses substantial water to evaporation and leaves less water in the river for fish during hot months when they are vulnerable to warmer water temperatures.

- Water appropriately for your soil conditions; usually this is deeply AND every other day to cultivate healthy roots.
- Eliminate or reduce the use of synthetic herbicides, pesticides and lawn fertilizers. Use organic alternatives.
- Raise mower blade to 3 inches, decreasing the need for fertilizer and pesticides.
- If herbicide is required, spot spray only.
- Incorporating native and drought tolerant plants to reduce water demand.