

DESIGN GUIDELINES



Bellerive

LAKE COEUR d'ALENE

RESIDENTIAL

February 12, 2015
Revised and Approved
May 9, 2017

Table of Contents

Section 1 INTRODUCTION

- 1.1 Creation of Bellerive Homeowner's Association 1
- 1.2 Objective of Architectural Control Rules, Regulations and Design Guidelines 1

Section 2 SITE DEVELOPMENT GUIDELINES

- 2.1 Building Envelope 1
- 2.2 Grading and Siting 1
- 2.3 Private Area 2
- 2.4 Minimum Setbacks 3

Section 3 REVIEWS AND APPROVAL PROCESS

- 3.1 Preliminary Submittals 5
 - 3.1.1 Preliminary Review 6
- 3.2 Final Submittal 6
 - 3.2.1 Final Submittal Approval 9
- 3.3 Construction Approval 9
- 3.4 Additional Construction and/or Exterior Changes 10
- 3.5 Resubmittal of Drawing 10
- 3.6 Commencement of Construction 10
- 3.7 Work In Progress – Observation for Design Conformance 10
- 3.8 Final Construction Review 11
- 3.9 Non Waiver 11
- 3.10 Right of Waiver 12
- 3.11 Estoppel Certificate 12

Section 4 DESIGN RESTRICTIONS GUIDELINES

- 4.1 Design Character 12
- 4.2 Building Size 13
- 4.3 Building Height 13
- 4.4 Roof 13
- 4.5 Exterior Color 15
 - 4.5.1 Exterior Walls 15
 - 4.5.2 Exterior Colors 18
 - 4.5.3 Exterior Balustrades and Railings 19
- 4.6 Doors and Windows 19
 - 4.6.1 Interior Windows 22
- 4.7 Free Standing Flagpoles 22
- 4.8 Lawn Fixtures 22
- 4.9 Fences 22
 - 4.9.1 Electrical Fences 22

4.9.2	Residential Lot Fencing	23
4.10	Garages	23
4.11	Entrance Driveways	24
4.12	Address Identification	24
4.13	Site Lighting	24
4.14	Satellite Dish	26
4.15	Exterior Awnings	26
Section 5	<u>CONSTRUCTION GUIDELINES</u>	
5.1	Pre-construction Conference	27
5.2	Builder's Deposit	27
5.3	Occupational Safety & Health Act Compliance(OSHA)	27
5.4	Construction Trailers, Portable Field Offices, Etc.	28
5.5	Debris & Trash Removal	28
5.6	Washout and Cleaning	28
5.7	Sanitary Facilities	28
5.8	Vehicles and Parking Areas	29
5.9	Excavation Materials	29
5.10	Restoration or Repairs of Other Property Damage	29
5.11	Miscellaneous and General Practices	29
5.12	Construction Access	30
5.13	Dust and Noise	30
5.14	Temporary Construction Signage	30
5.15	Daily Operations	31
Section 6	<u>LANDSCAPING</u>	
6.1	Landscape	31
6.1.1	Plant Materials	31
6.1.2	Private Areas	31
6.1.3	Retaining Walls	32
6.1.4	30-foot Setback Area – Spokane River	32
6.1.5	Lot Preparation	32
Section 7	<u>VARIANCE PROCEDURES</u>	
7.1	Variance	32
7.1.1	Variance Procedure and Standard for Granting Variance	33
7.1.2	Variance – Not a Waiver	33
7.1.3	Variances - Bellerive 5 th Addition (Bellerive North)	33
Section 8	<u>ENFORCEMENT PROCEDURE</u>	
8.1	Notice of Violation	34
8.2	No Contest	35
8.3	Contest, Hearing and Remedy	35
8.4	Claims, Grievances, and Disputes	35
8.5	Mandatory Procedures for Resolving Claims, Grievances, and Disputes	36

8.6	Notice of Claim, Grievance, or Dispute	36
8.7	Resolution Negotiation	36
8.8	Final and Binding Arbitration	36
8.9	Allocation of Costs Incurred in Obtaining Resolution	37
8.10	Enforcement of Agreement or Arbitration Award	37
8.11	Exclusive Remedy	37

Section 9 PROCEDURES FOR AMENDING DESIGN GUIDELINES

9.1	Amendment of Master Design Guidelines	38
9.2	Non-Liability of Design Committee, Declarant, Association, and Owner	38
9.3	Incorporation	38
9.4	Enforcement	38
9.5	Right of Waiver	39

Appendix

- Appendix A - Bellerive 5th Addition (Bellerive North) Information
- Appendix B - Exterior Awning
- Appendix C - 30-Foot Setback Area from the Spokane River

Section 1 INTRODUCTION

1.1 *The Creation of Bellerive Homeowner's Association*

Bellerive is a year-round mixed-used community located in Coeur d'Alene, Idaho.

Bellerive's master plan is both private and intimate, exactly the right size and spirit to nurture a sense of COMMUNITY and friendship generated by the mutual recognition of how special this place is and how much the Owners feel at home here.

1.2 *Objective of Architectural Control Rules, Regulations and Design Guidelines*

In keeping with the Association's original goals to have Bellerive remain the unique development that it is, and in accordance with the Covenants, Conditions and Restrictions of Bellerive (herein after "Declaration"), these Design Guidelines have been established to assist the Owner in all steps taken in the dwelling and site plan design phase. All steps taken shall involve the Design Review Committee, ("Design Committee"). The words referenced herein shall have the same meaning as the definitions in the Declaration.

Section 2 SITE DEVELOPMENT GUIDELINES

2.1 *The Building Envelope*

The Building Envelope is the portion of each Lot within which all improvements must be built and any alterations to the existing landscape confined, except for driveway locations approved by the Design Committee such landscaping will be maintained by the Bellerive Homeowner's Association. Property will be irrigated from lot line to lot line and not just within the Building Envelope. The Building Envelope acts as a limit beyond which no construction activity, including grading or storage of materials, is allowed.

The Building Envelope shall contain the dwelling unit and all other improvements must be built within the building envelope, including but not limited to decks, patios, walls, pools, spa/hot tubs, fences, walkways, paved and landscaped patio areas, except as set forth above.

The Building Envelope will comply with the minimum setback requirements of the City of Coeur d'Alene, but may be more restrictive than the minimum City requirements. Any areas outside the Building Envelope disturbed in construction must be returned as near as possible to natural condition. Fines may be imposed for removal of trees with a 5 inch caliper or more, without prior written permission by the Design Committee.

2.2 *Grading and Siting*

In order to maintain Bellerive in as natural state as possible, control of grading is absolutely critical. The objective is to limit the disturbance of existing terrain; and therefore, grading should be kept to a minimum. Residences should be designed to fit the existing topography of the property without large amounts of cut or fill. Changes in

the natural grade by cutting or filling for structures, walks and driveways should be kept to a minimum to preserve the existing land form and to prevent scars, erosion and damage to root systems of trees which are to remain. Any damage from grading operations shall be landscaped or returned to its previous natural condition within 60 days of occupancy. **Any request for deviation from the allowed 60 days shall be submitted to the Design Committee in writing, stating the reasons therefore. Such request may or may not be granted solely at the discretion of the Design Committee.**

If an Owner requests to begin site development prior to final approval of plans, a Site Development Application and Builder Deposit is required to be submitted and approved by the Design Committee. **This is for site development only and not to be used for the commencement of construction of the residence before final approval of plans.**

Under no circumstances shall any grading take place where over 50 cubic yards of material is being moved without the prior written approval of the Design Committee; as well as, grading permit application submittal and subsequent approval of grading permit issued from the City of Coeur d'Alene.

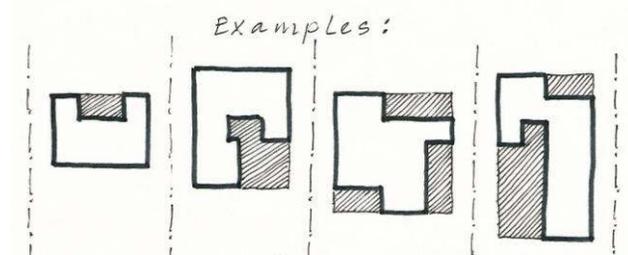
General siting and grading principals are as follows:

- a) Buildings and improvements should step down slopes, so as to be a part of the site to fit a non-responsive structure. The finish grade around the residence and any site walls should remain as close as possible to the original natural grade.
- b) Significant cut and fill conditions should be contained with retaining walls or within the construction so as to avoid cut and fill slopes being exposed.
- c) Multi-level solutions for buildings and improvements should be used wherever possible. Retaining walls or foundation walls shall not exceed 4 feet in height from finished grade adjacent to the wall to the top of the wall or finished floor and must be finished with materials similar to the main structure. As referenced in Section 6.1.3 below, any retaining wall design that exceeds 4 feet in height must be certified by a civil or structural engineer.
- d) Additional height may be achieved by use of more than one retaining wall, provided a significant setback, in the opinion of Design Committee, is provided between the two walls.
- e) Screen walls, walls not supporting a building structure or retaining earth, may not exceed 4 feet in height measured from finish grade along the exterior side of the enclosure and must be finished with materials similar to the main structure.
- f) Any substructure in stilt or cantilevered construction shall be enclosed with finish materials similar to the main structure, unless a substantial and complementary method of enclosure is approved by Design Committee.

2.3 Private Area

The Private Area is the part of the Building Envelope which is not visible from neighboring property, because it is hidden behind walls or landscaping. The Private Area

is the least restrictive area within each Lot with regard to the types of plants, shrubs, and trees that may be planted therein. However, it is still recommended that any plants, shrubs, trees, and other landscaping elements be native to North Idaho. The edges of the “Private Area” are that outdoor space which is contained inside the building perimeter footprint or an area defined by an imaginary box that is created by the buildings’ outermost walls.



2.4 Minimum Setbacks

All setbacks will be reviewed on the merits of the submitted site design plan. The minimum setbacks are determined by the underlying zoning of the property, pursuant to the requirements of the City of Coeur d’Alene. Setbacks are further restricted by the minimum PUD (Planned Unit Development) defined for each lot, which may be more restrictive than the minimum requirements of the City. Owners will comply with the more restrictive of either the Building Envelope or the City requirements. The minimum city setbacks are not grounds for any increases in a PUD.

Section 3 REVIEW AND APPROVAL PROCESS

In order to assist Owners in taking full advantage of the unique opportunities of their lots in the planning and design of their residence, a comprehensive design review process administered by the Design Committee has been established. This process provides an opportunity for the Owner to draw upon expertise and knowledge that has been acquired during the planning and development of Bellerive. Under the Declaration, the Design Committee is charged with the responsibility of maintaining the standards set forth in the Bellerive Design Guidelines (hereinafter “Design Guidelines”).

In its ongoing efforts to achieve the highest possible quality at Bellerive, the Design Committee may recommend to the Board of Directors (hereinafter “Board”), who must approve any revisions, to modify or create additional guidelines, policies or procedures in accordance with the Declaration. In exercising its discretionary power the Board may also modify its interpretations of various portions of the guidelines as it gains experience with their application. Contact the Design Committee to receive the latest amendments to the Guidelines or current policies prior to proceeding with design.

All forms and drawings are to be emailed in PDF format, 8½”x11” for forms and PDF format for full size drawing documents.

In general, the Design Review Process is divided into four phases:

- 1) Preliminary Submittal
- 2) Final Submittal
- 3) Construction Approval
- 4) Final Construction Review

It is imperative that each Owner retain competent professional services for planning and design. A thorough analysis and understanding of a particular lot and the Owner's special needs and the skill to translate this into building form, as well as the ability to convey to the Design Committee the concept and design of a proposed residence or other improvements, are all important elements of the Design Review Process. Lack of knowledge, understanding and skill may result in a design not being approved by Design Committee. If an Owner elects to do his own design work or to obtain non-professional services, and the resulting design in either case is not approved by the Design Committee, the Design Committee has the right to require that the Owner thereafter utilize professional design services.

The Design Review Process was developed to provide adequate checkpoints along the way in an effort to minimize time and money spent on designs that do not adhere to the Design Guidelines, or to the overall philosophy of the Bellerive Homeowner's Association. Each Owner is directly responsible for complying with the Design Guidelines and all other applicable provisions of the Declaration, as well as all rules and regulations of any governmental authority, in order to bring the Design Review Process to a positive conclusion. To further this process, the Design Committee shall appoint a Design Review Coordinator.

The Design Committee will conduct reviews of projects during their regular meetings or at such other times as it deems appropriate. Owners, architects, or builders shall submit in writing their request to attend any meeting of the Design Committee. The Design Committee will respond in writing to the Owner no later than 30 calendar days after a submittal has been reviewed by the Design Committee. All official actions, responses and communication from the Design Committee, any of its members, or the Design Review Coordinator will be conveyed in writing. Any responses an Owner may wish to make in reference to issues contained in the Design Committee's notice following review of submittals should be addressed to the Design Committee in writing.

Preliminary Submittals must be made a minimum of 14 calendar days prior to the review meeting at which they will be discussed. Final Submittals and any revised submittals must be made a minimum of 7 calendar days prior to the review meeting at which they will be discussed. Dates of regularly scheduled Design Committee meetings are available from the Association.

Although the Design Committee will enforce all provisions of the Guidelines, the following will be of particular concern:

- a) Siting of the residence within the Building Envelope to be sensitive to the views and privacy of other water lots or open spaces.
- b) Architectural character as viewed from all sides and specifically from the river, streets and common areas. The use of texture and varying materials

of the design are critical.

- c) Building heights and restrictions as set forth in Section 4 of these Guidelines.
- d) Finished floor elevations and both existing and proposed grading elevations.
- e) Exterior elevations of the residence, including a high level of aesthetic quality and the use of consistent, quality materials that blend with the surrounding existing single family residences and surroundings.
- f) Setbacks along the boundary adjacent to the river, to maintain visual and safety separation.
- g) Exterior paint, finish materials, material colors, color usage and distribution, and textures.
- h) Landscape character and plant materials native to the environment.

3.1 The Preliminary Submittal

Preliminary drawings, including all of the exhibits outlined below, must be submitted to the Design Committee at least 14 calendar days in advance of a regularly scheduled Design Committee meeting at which the submittal will be discussed. Contact the Association for dates of the regularly scheduled Design Committee meetings.

Preliminary submittals shall include:

- a) The Application Form, supplied by the Association, with all information completed by the Owner or Builder. All completed submittals are to be submitted in a PDF format per Section 3.
- b) Preliminary submittal checklist and any other required forms supplied by the Association are to be submitted on the supplied PDF form in the application package.
- c) A Site Plan, at a scale of not less than 1"=20" supplied on a 24" x 36" or a 30" x 42" sheet in pdf format (unless otherwise requested), showing property lines, setbacks or building envelopes, with dimensions from said lines, to the house. Also show the residence and all other structures, distances from proposed structures to nearest existing structures (if any) on adjacent Lots, driveway, centerline of adjacent streets, parking areas and dimensions, patios, pools, walls, fire pits and fire places, shading devices, landscaping, fencing, sidewalk walls, proposed utility service facilities and routes, site grading including existing and proposed contours at one foot intervals, and topographic features such as drainage swales, rock outcroppings and existing trees and major shrubs to be retained or removed, and elevations (datum) of all building floors, patios, and terraces, shown in relation to site contour elevations. Each Owner submitting drawings for approval to the Design Committee shall be responsible for the accuracy of all information contained

therein.

- d) Roof Plans and Floor Plans at not less than 1/8"=1' showing areas and heights of flat and sloped roofs, location of crickets, chimneys, balconies/decks, snow bars/clips for all metal roofs, and locations and heights of any roof mounted equipment and skylights. Floor plans shall show vertical elevations datums for each floor level change.
- e) Exterior Elevations of all sides of the Dwelling Unit, at the same scale as the floor plans, identifying all structure heights, delineating both existing and proposed grade lines, and designating all exterior materials and general colors. Color selections may be general and not specific for the Preliminary Submittal.
- f) Any other drawings, materials, or samples requested by the Design Committee, plus a non-refundable Design Review Fee, for either a new home or for an addition to an existing home, must accompany the submittal. Checks should be made out to the Bellerive Homeowner's Association, Inc. The required fee will be \$3,000 for a new home, \$300 for all re-submittals, variances after the final approval and submittals after the third review, and \$500 for a remodel.

All accessory improvements contemplated on the lot must be shown on the Preliminary Submittal.

To assist the Design Committee in its evaluation of the Preliminary Submittal, the Owner shall provide preliminary staking at the locations of the corners of the residence or improvements deemed by the Design Committee to be major and at such other locations as the Design Committee may request. Furthermore, upon request by the Design Committee, the staking may include such heights necessary to indicate proposed elevations.

3.1.1 Preliminary Review

After compliance of 3.1 and 3.2, including the staking of the lot, the Preliminary Submittal will be deemed complete. If any additional materials or information is requested in writing by the Design Committee, the Design Committee will then review the submittal for conformance to the Design Guidelines and will provide a written response to the Owner.

3.2 Final Submittal

After preliminary approval is obtained in writing from the Design Committee, the following must clearly comply with, or satisfactorily resolve, the stipulations outlined for preliminary approval, and shall be submitted to the Design Committee for final approval. Final submittals must be made a minimum of 7 calendar days prior to a regularly scheduled Design Committee meeting at which they will be discussed. Contact the Association for dates of the regularly scheduled Design Committee meetings.

- d) A complete landscape plan (*refer to images below*), including a legend using clear symbols and nomenclature, at the same scale as the site plan, showing at least the entire building envelope, and indicating:
- i. Proposed contour grading, if finished grading is different from that on the final site plan.
 - ii. All areas to be irrigated.
 - iii. All exterior walks, drives, patios, and other decorative features including exterior.
 - iv. Locations and sizes of all existing trees and a list with photographs of all proposed plants (as shown below), including both the common and the botanical plant name and the plant size. **Proposed plants not native to the area must be listed in the landscape plan with an asterisk before the plant name.** A photograph and a description of any non-approved plant must be submitted in order to be considered for approval.
 - v. The landscape plan must show sufficient detail to permit the Design Committee to assess fully the impacts on the existing terrain and vegetation.





- e) An approximate construction schedule indicating approximate dates for: start of construction, completion of slab/foundations, completion of framing, completion of exterior wall surfaces, completion of roofing, completion of all construction, anticipated utility hook-up, completion of landscaping and anticipated occupancy.
- f) Notification of any changes required by the City plan review.

3.2.1 Final Submittal Approval

Upon receipt of the complete Final Submittal, the Design Committee will review the submittal for conformance to the Bellerive Design Guidelines, and to any stipulations of the Design Committee’s preliminary approval. Upon determination that the required submittals have been received and are in a form acceptable to the Committee, the Design Committee will provide a written response to the Owner within 30 days after submission of all required materials. Approval of the plans by the Design Committee does not relieve the Owner from total responsibility for compliance with the Design Guidelines, and the requirements of all other governmental or quasi- governmental agencies having jurisdiction over the building process.

3.3 Construction Approval

Securing of plan check approval and a building permit from the City shall be the responsibility of the Owner. Construction shall be in accordance with the Final Submittal approved by the City of Coeur d’Alene and the Design Committee, and shall be in accordance with all applicable governmental rules and regulations.

3.4 Additional Construction and/or Exterior Changes

Any changes to the approved drawings before, during, or after the construction of an improvement must first be submitted for review and approval by the Design Committee, and, if required, by the City of Coeur d'Alene. Failure to do so shall result in the removal and reconstruction of nonconforming portions at the expense of the Owner. If a complete resubmittal is not required, all changes must be highlighted or otherwise identified on all affected drawings and all drawings must be accurately drawn and coordinated with each other.

3.5 Resubmittal of Drawings

In the event of disapproval by the Design Committee of either a Preliminary Submittal or a Final Submittal, any resubmission of drawings must follow the same procedure as the original submittal, except that resubmission of a Preliminary Submittal must be made at least 7 calendar days in advance of a regularly scheduled Committee meeting at which the resubmittal will be discussed.

3.6 Commencement of Construction

Upon receipt of approval of a Final Submittal from the Design Committee, the Owner shall commence construction pursuant to the approved Final Submittal within one-year from the date of the approval. If the Owner fails to comply with this paragraph, any approval given shall be deemed revoked unless, upon the written request of the Owner made to the Design Committee prior to the expiration of the one-year period, and upon a finding by the Design Committee that there has been no change in circumstances, the time for commencement is extended in writing by the Design Committee. The Owner shall, in any event, complete the construction of the foundation and all exterior surfaces (including the roof, exterior walls, windows, doors and all landscaping) of any Improvement on the Lot within one-year after commencing construction except when such completion is impossible or would result in great hardship to the Owner due to strikes, fires, national emergencies, natural calamities and/or an act of God. If the Owner fails to comply with this paragraph, the Design Committee may notify the Association of such failure and the Association, at its option, may complete the exterior in accordance with the approved drawings or remove the Improvement(s), and the Owner shall reimburse the Association for all expenses incurred in connection therewith.

3.7 Work In Progress – Observation for Design Conformance

The Design Committee may inspect all work in progress and give notice of non-compliance, if found. The builder is required to inform the Design Committee in writing at least ten days prior to the completion of rough framing so that an inspection for design conformance may be held. A written note stating this requirement shall be shown by the architect/designer on the floor plan or framing plan as part of the Final Submittal. Absence of any such inspection and notification during the construction period does not constitute approval by the Design Committee of work in progress or of compliance with these Guidelines or the Declaration. All inspections will be conducted by the Design Review Coordinator.

- a) A compliance form is required by a civil engineer or surveyor at the time of the (1) finish floor framing and (2) the roof framing is completed to show the elevation in accordance to the USGS.

3.8 Final Construction Review

- a) Upon completion of any residence or other improvement for which final approval was given by the Design Committee, the Owner shall give written Notice of Completion to the Design Committee prior to occupancy by the Owner.
- b) Within such reasonable time as the Design Committee may determine, but in no case exceeding 20 calendar days from receipt of a required written Notice of Completion, the Design Committee may review the residence and/or improvements. If it is found that work was not done in strict compliance with the approved Final Submittal, the Design Committee shall notify the Owner in writing of such non-compliance within 30 calendar days of its receipt of the Owner's Notice of Completion, specifying in reasonable detail the particulars of non-compliance, requiring the Owner to remedy the same.
- c) If the Owner has failed to remedy any non-compliance within 30 calendar days from the date of the Design Committee's notice, the Design Committee shall notify the Owner. The Design Committee may then take such action to remedy or remove the non-complying Improvements as is permitted in the Design Guidelines or the Declaration including, without limitation, injunctive relief or the imposition of a fine.
- d) If, after receipt of written Notice of Completion from the Owner, the Design Committee fails to notify the Owner of any failure to comply within the designated period following Design Committee's review, the improvements shall be deemed to be in accordance with the approved Final Submittal.
- e) If an Owner chooses to occupy the residence following receipt of a Certificate of Occupancy from the City, but prior to the final construction review by the Design Committee, the Owner may do so provided that the work is continued and the written Notice of Completion is given to Design Committee within 45 days of occupancy. If improvements are not completed within 45 days of occupancy, the Committee reserves the right to take such action to cause the completion of the improvements as is permitted in the Design Guidelines or the Declaration including, without limitation, the imposition of fines.

3.9 Non-Waiver

The approval by the Design Committee of any drawings or specifications for any work done or proposed, or in connection with any other matter requiring such approval under the Design Guidelines or the Declaration, including a waiver by the Design Committee, shall not be deemed to constitute a waiver of any right to withhold approval as to any similar drawing, specification, or matter whenever subsequently or additionally submitted for approval or of a nonconforming design or aspect that has not been identified earlier. For example, the Design Committee may disapprove an item not in conformance with the Design Guidelines shown on the Final Submittal even though it may have been evident and could have been, but was not, disapproved

at the Preliminary Submittal. Furthermore, should the Design Committee overlook or not be aware of any item of non-compliance at any time during the review process, construction process or during its final inspection, such oversight or lack of awareness in no way relieves the Owner from compliance with the Design Guidelines and all other applicable codes, ordinances and laws.

3.10 *Right of Waiver*

The Design Committee reserves the right to waive or vary any of the procedures or standards set forth herein at its discretion, for good cause shown.

3.11 *Estoppel Certificate*

Within 30 days after written demand therefore is delivered to the Design Committee by any Owner, accompanied by payment to the Design Committee of a reasonable fee, as fixed by the Design Committee from time to time, the Design Committee shall record an Estoppel Certificate executed by any two of its members, certifying with respect to any lot of said Owner, that as of the date thereof either (a) all improvements and other work made or done upon or within said lot by the Owner, or otherwise, comply with the Design Guidelines, and the Declaration, or (b) such improvements and/or work do not so comply, in which event the certificate shall also (1) identify the non-complying improvements and/or work and (2) set forth with particularity the cause or causes for such non-compliance. Any purchaser from the Owner or mortgagee or other encumbrance shall be entitled to rely on said certificate with respect to the matters therein set forth, such matters being conclusive as between the Association, the Design Committee, Developer, Declarant, all Owners and other interested persons, and such purchaser, mortgagee, or other encumbrance.

Section 4 *DESIGN RESTRICTIONS AND STANDARDS*

The following design restrictions and standards have been developed to achieve the environmental and aesthetic objectives of Bellerive.

4.1 *Design Character*

Bellerive designs must be of a character appropriate to the local vernacular and to existing architecture in Bellerive. The Design Committee encourages architecture that uses natural materials in keeping with their physical nature and structural capabilities, and construction types that have shown permanence, durability, and architectural integrity. The architectural character of Bellerive is primarily influenced by Pacific Northwest Style. The building materials should be wood, stone, timber, metal or the like, approved by the Design Committee. No design that deviates from this will be permitted. The design character should create a residence that harmonizes, blends and complements, rather than dominates the existing environment of Bellerive. The site and the surrounding environments building forms, materials and colors must blend with and complement, not compete, with the natural landscape. Emphasis on natural materials and muted colors is essential. All materials used will be at the final discretion of the Design Committee.

Architecture Styles- Bellerive 5th Addition (Bellerive North) only: The overall “feet” of the architecture is to remain very similar to the constructed homes on Lots 1 & 2

approved by the Design Committee and Board. Floor plans can be changed, but the similar character is to remain.

Neighboring Styles- Bellerive 5th Addition (Bellerive North) only: No two home design character facades can be built next to each other (i.e. contemporary elevation next to a contemporary elevation). (*Appendix A*)

4.2 Building Size

Unless the Design Committee grants a specific variance, residences will contain at least the following square footage of above ground heated living area:

Bellerive Waterfront

<u>Single Family</u>	<u>2000 square feet</u>
<u>Condo</u>	<u>600 square feet</u>

Bellerive North

<u>Single Family</u>	<u>1600 square feet</u>
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These minimum building sizes shall be exclusive of garages, basements, patios, breezeways, storage rooms and other similar areas. Variances from the minimum square footage are at the discretion of the Board. Any size residence may be approved by the Board if, in its opinion, the design would not result in a residence which would be out of character with the other residences in Bellerive.

4.3 Building Heights

The terrain of Bellerive is fairly level, making absolutely uniform applicability of height restrictions for residences both inadvisable and impractical. The Design Guidelines are intended to discourage and/or prevent any residence or other structure which would appear excessive in height when viewed from a street, public space, or other Lot, and/or which would appear out of character with other residences because of height. Consequently, despite the 35-foot maximum height per the PUD generally permitted as set forth below, the Design Committee may disapprove a proposed residence or other structure if, in the Committee's sole discretion, it would (a) appear excessive in height when viewed from a street, or nearby common area, or another Lot; (b) appear out of character with other residences; and/or (c) be prominent because of height, even though the proposed residence or other structure may comply with said maximum height restrictions.

Residences may not be more than three stories above ground. To be more specific, generally, residences shall not exceed 35 feet, measured in a vertical plane from the highest point of any roof ridge to the natural grade directly below or as further restricted on a lot as recorded in any Supplemental Declaration below such point.

4.4 Roofs

Since roof-scapes will form an important part of the visual environment, they must be carefully designed. All pitched roofs will have a slope between 2 in 12 and 8 in 12. Flat and low sloped roofs are permitted if the roof is an integral part of the overall design concept, provided there is an allowance for adequate snow load and the surface is not visually objectionable from neighboring properties and roads.

a) Materials:

- i. 40 year minimum Composition Shingles.
- ii. Wood or Concrete Shakes (raked to mimic a natural wood shake).
- iii. Concrete Tile, Flat (smooth-surface modern slate).
- iv. Metal, Corrugated (use with discretion, copper and cor-ten are suggested) subject to review and approval by the Design Committee.
- v. Metal, Standing Seam (seams shall be spaced a maximum of 18 inches) subject to review and approval by the Design Committee.
- vi. Slate (real or cultural).
- vii. All metal roofs will include snow breaks/clips at all roof eaves.

b) Roof Form:

- i. Create both horizontal and vertical roof articulations. Different roof heights, types and orientations add visual interests to the roof-scape. A variety of roof planes or breaks (roofs that turn a corner or change elevation) shall be provided.
- ii. Where a third car or cart garage is desired, have that bay set forward or backward from the main garage. It is suggested that the third garage bay have a different roof height or orientation from the main garage.
- iii. Multiple shed roofs should avoid looking too busy with numerous slopes/pitches projecting in different directions. Multiple slopes and roof planes will be subject to the discretion of the Design Committee.
- iv. The use of flat roofs will be subject to the discretion of the Design Committee.
- v. Use minor secondary roof elements such as roof dormers, wall dormers, hip roof dormers, or cupolas designed to add variety and visual interests to the roof-scape.

c) Roof Overhang:

- i. Provide main body roof overhangs at a minimum of 18 inches at all sloped roofs. Overhangs may be adjusted to complement the architectural style of the home and will be subject to Design Committee review and approval.
- ii. Roof fascias need to be a minimum of 8 inches in height. Stepped fascias are encouraged.

Roofs at Bellerive



4.5 Exterior Color

It is the intent that structures within Bellerive utilize “Pacific Northwest Style” materials. Weathering agents are encouraged on natural wood surfaces to accelerate weathering and avoid uneven coloration. Natural earth and muted tone are recommended with painted surfaces.

4.5.1 Exterior Walls

The exterior walls of any building are not to be surfaced with more than three materials. One material should be dominant over the other(s) and they should express logical structural relationships. All building facades must include a significant degree of texture/depth such as that provided by stone and rock, textured concrete, integrally colored stucco and rough-sawn wood. All exterior finish materials including stucco on all buildings walls, foundations, site walls and screen walls must be continued down to below finish grade, thereby eliminating unfinished foundation walls. Where code restricts the continuance of any major wall below grade, then the wall(s) must be detailed to include the introduction of stone/rock down below finished grade. The use of natural and high quality “faux” stone may be allowed, as well as integral color stucco. Use of exterior insulation and finish systems (E.I.F.S.) or stucco is highly discouraged and will have very limited approval. When used, the total amount shall not exceed 25 percent of the total exterior surface area. Although brick may also be an allowable material, it must either have mortar slurry or a weathered finish that blends with the Pacific Northwest Style desired at Bellerive. The use of a cementitious siding (i.e. James Hardie siding systems, or *approved equal*) may be used and this product may not exceed 60% of the overall exterior facade. These products and its application need to be pre-approved by the Design Committee.

No material, detailing or color change may occur at an outside corner and must wrap around the elevation until a logical intersection at another inside corner. For example, a stone foundation must wrap around the side elevations to a logical structural point where the foundation ends, not simply four feet around the corner.

Exterior metals such as rooftop and side appurtenances, flashing and sheet metal, etc., shall be factory painted or field painted to match the adjacent material(s). All exterior metals shall have non-glare finishes.

All exterior building corner trim, window trim, fascias and bellybands, for traditional style homes, must be constructed of minimum thickness of 2-inch material and be re-sawn or rough sawn material, and stained to compliment the residence. For the same details just mentioned, but for contemporary style homes, special care and consideration in the design approach of these minimalistic details is encouraged. Engineered corner trim, window trim, fascias and bellybands, like Hardie or approved equal, is acceptable upon Design Committee approval for homes constructed in the Bellerive 5th Addition (Bellerive North) only.

All exposed timbers, rafters, or glulam beams, at exterior walls, also must be re-sawn or rough sawn natural wood material. The use of exposed metal beams, rafters and posts at exterior walls should be kept to a minimum.

Street Wall - Bellerive 5th Addition (Bellerive North) only: The board formed concrete wall is to be installed as it is currently designed and installed in Bellerive 5th Addition. If the wall is to have the railing on top, all walls must have the same railing.

Exterior Materials at Bellerive



a. Minimum Architectural Wall Articulation: No wall shall have an unbroken distance of vertical surfaces of more than 20 feet, or unbroken horizontal surfaces of more than 35 feet. A change of surface plane will be required, if vertical and horizontal surfaces meet or exceed the above dimensions, as follows:

- i. Front and Side Elevations require a minimum 12-inch surface plane change in both horizontal and vertical directions, according to the unbroken distance requirement outlined above.
- ii. Rear Elevation requires a minimum 24-inch surface plane change in both horizontal and vertical directions, according to the unbroken distance requirement outlined above.

- b. Building Projections:
 - i. For traditional design, create building projections which do not appear to float. Visually support cantilevered building projections with brackets, base trim, or corbels designed to secure the projection to the wall. Extend building projections to the ground plane, if not supported by brackets or corbels.
 - ii. Floating building projections in contemporary design should be used sparingly and will be subject to Design Committee review.
 - iii. Jut-out building projections (i.e. bay windows, corner window projections, flat roof overhangs) must be a minimum of 12 inches from wall surfaces.
- c. Garage Integration and Ornamentation
 - i. Recess garage doors a minimum of 8 inches from the garage face to express building mass.
 - ii. For traditional design, provide garage doors with substantially thick natural wood trim, decorative natural wood panels, and other architectural embellishments to provide shadow lines and depth.
 - iii. Street-facing garage doors shall have windows. If garage doors are all windows, as in contemporary design, all of the glazing shall be of obscure glass. For side-loaded garages, locate windows, or approved architectural embellishments, on the wall that faces the street.
 - iv. Recess or project the third bay of a three-car garage a minimum of 24 inches from the face of the garage.
 - v. All glass garage doors must have frosted or decorative glass to obscure from the interior of the garage.
- d. Wall Materials
 - i. Use Masonry such as stone to complement the architectural style of the dwelling.
 - ii. Encourage a mix of wall materials to help scale-down large wall planes.

4.5.2 Exterior Colors

Colors should complement and blend with, rather than contrast, with the surrounding Bellerive pallet. Colors should generally fade into the background, particularly those used for roofs and walls. A minor amount of contrasting trim or accent color work may be considered appropriate at the discretion of the Design Committee. Proposed accents that emphasize the design elements of the home, such as doors and windows, are more likely to be approved than ones that will call attention to vents, roof or appurtenances and other equipment.

Keep the following in mind when choosing colors for exterior materials:

1. Color is affected by relationships. Structures will have to relate not only to the natural landscape, but to the other structures already built and approved.

2. Color is affected by architectural design. Planar surfaces read lighter than those that involve depth and shadow. Combinations of colors must be utilized in a skillful way to ensure subtle and complementary mixes. Where more than one color is used, changes should be made at an inside corner.
3. **All colors and materials must be approved by the Design Committee.** Some colors may require closer review by the Design Committee. In which case, samples up to 16 square feet for the field paint and eight linear feet for the trim paint will be reviewed at the site. This requirement will be made at the sole discretion of the Design Committee. In such cases, preliminary reviews require that the manufacture's color chips be submitted.

4.5.3 Exterior Balustrades and Railings

- a) Create decorative balustrades composed of milled wooden shapes, turned wood spindles, wrought iron, aluminum with glass panels or other ornamentation that reflects the architectural style of the home and other materials are subject to the Design Committee review and approval. Railings are required at any area that is suspending above the adjacent grade.
- b) Exterior staircases, including posts, handrails, guardrails, and treads should use similar materials as the main structure and is subject to Design Committee approval. The overall character should match the design of the residence. In no case will the use of cementitious materials for any exterior staircases, decks, posts, handrails, guardrails, treads, etc. be approved.

4.6 Doors and Windows

Doors and windows should not appear as flat openings cut into the side of a box, but rather as architectural features with the glass face recessed into the exterior plane of the wall, or projected from the wall, or surrounded by projections that provide relief and shadow. While elevations will differ on the individual elevations, all sides must be treated the same as the front elevation. All facades shall include an appropriate degree of doors, windows or openings in the wall.

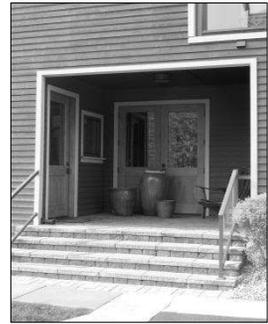
Large expanses of undivided glass will not be approved for building facades that are visible from Bellerive Lane. Large openings should be divided through the use of mullions or the ganging of smaller window units. Finished clad windows are permitted; however, white cladding will generally not be allowed unless consistent with the overall color pallet. All metal clad wood windows must be used and be color anodized or pre-finished. Vinyl or Fiberglass windows are not permitted. Raw components, especially aluminum and clear anodized finishes are prohibited. Window panes/glazing should have a non-glare, non-reflective material to assist in reducing glare to neighboring Lots.

Attention to door and window placement, the relationship to one another and the overall context of the elevation is critical. Although attention to interior location and views is important, location on the exterior is as important. Windows in combination are generally more appealing than a number of individual units repeated across a wall and

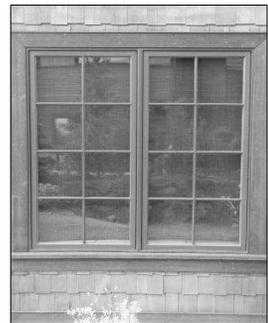
repetition of consistent sizes and shapes are better than an unrelated assortment of windows.

Glass may be coated or tinted to control solar heat gain, but a reflective mirrored appearance will not be approved. Skylights may be approved in inconspicuous locations only. Skylights, where approved, must have a low profile above the roof plane no more than 4 inches and glazing must be flat rather than bowed. The frames of skylights must be the same color as the roof.

Doors at Bellerive



Windows at Bellerive



- a. When contemporary style is used, special care should be taken in the placement and proportion. Large square windows are discouraged without mullions. When rustic/traditional style is used, divide large horizontal openings by mullions into a group or series of vertically orientated windows, where visible to neighbor.
- b. When rustic/traditional style is used, trim window openings with decorative wood moldings (minimum 4 inches wide on sides and 6 inches on head) or brick molding (minimum 2 inches). Use projecting sills to define the base of the window.
- c. Use structural elements such as posts and beams to define picture windows.
- d. Use window shapes that mimic the pitch of the roof. Odd shaped windows will be allowed only with review by the Design Committee.

4.6.1. Window Treatments

Window treatments with clear views to the interior or from the street, or from a neighboring house shall have drapes, shades, shutters, blinds or the like. If bright or non-natural colors are viewed from the outside of the residence, then a black or natural color backing shall be required on drapes, shades, etc. Windows shall not be covered with foil, blankets, sheets, cardboard or similar material.

4.7 Free Standing Flagpoles

Free standing flagpoles are not allowed. Displaying the American Flag is permitted if it is hung from a pole bracket mounted on the residence or if it is suspended from a roof overhang.

4.8 Lawn Fixtures

All lawn fixtures, lawn art, fire pits and fireplaces must be approved by the Design Committee.

4.9 Fences

Fences within Bellerive are allowed only as specifically set forth herein. Temporary construction fencing as required by local jurisdictions for permitting and development purposes is allowed.

Fence shall also be allowed in the following locations and circumstances:

Fences are permitted within the Building Envelope. This is described as the area within the building setbacks.

4.9.1 Electrical Fences

Electrical fences are permitted around the perimeter of the Building Envelope for the containment of domestic pets. Electrical fences must be installed underground.

4.9.2 Residential Lot Fencing

The installation of perimeter/lot line fencing is to include the following requirements:

- a. A Variance Request is require to be submitted to the Design Committee for the installation of perimeter fencing.
- b. An Agreement must be signed by the affected neighbors approving the installation of fencing on the lot line. The signed Agreement will be kept in the Lot file. If the affected neighbor does not agree, the fence cannot be installed.
- c. The fence can be no more than 48 inches in height.
- d. The fence must be wrought iron and black in color.
- e. No dog runs or dog kennels can be installed.
- f. Once installed, the fence can only be removed by agreement of the affected neighbors.
- g. The Variance Request must be approved by the Design Committee before installation can commence.

Fences- Bellerive 5th Addition (Bellerive North) only: Fences approved by the Association are to be installed and use same manufacture, style and black. Fences between lots must be the Alumi Guard Ascot Flat Top. (*Appendix A*)

4.10 Garages

Garages should normally be set back and oriented away from the street if possible. In an effort to minimize garage impact, no more than three garage stalls total will be allowed. One double bay is allowed with one single bay. Detached garages may be allowed or garages connecting with a breezeway; again, at the discretion of the Design Committee. Garage doors must be constructed from natural wood materials or prefinished aluminum glass garage doors on contemporary designs. Designer fiberglass garage doors may be approved at the discretion of the Design Committee. Windows are required in all garage doors and must be simulated divided lites, unless contemporary in style. If the all glass contemporary door style is used, then obscured glass is required. Engineered composite wood may be acceptable upon approval at the discretion of the Design Committee for homes constructed in the Bellerive 5th Addition (Bellerive North).

Garages in Bellerive



4.11 Entrance Driveways

Driveways shall be a minimum paved width of 12 feet, not to exceed 24 feet and shall intersect the street preferably at a right angle. All driveways shall be paved with concrete, or a material approved by the Design Committee. Circular driveways may be allowed where room permits and at the discretion of the Design Committee. Asphalt driveways are not permitted.

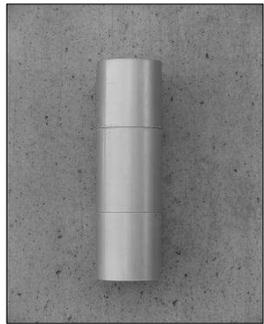
4.12 Address Identification

Individual address identification devices for each approved residence will be approved by the Design Committee prior to final inspection. No other free standing or such identification is allowed.

4.13 Site Lighting

Site lighting is defined as lighting mounted on the building, ground, trees, or on site walls for the purpose of providing security, decorative accent, or functional lighting to outdoor space. Building mounted lighting is defined as lighting built into or attached to buildings on walls, ceilings, eaves, soffits or fascias.

Exterior Wall Mounted Lighting in Bellerive



The following guidelines for Site Lighting and Exterior Wall Mounted Lighting have been established:

- a) Site Lighting must be directed downward onto vegetation or prominent site features and may not be used to light walls or building elements. Up lighting more than 60 degrees above the horizontal is prohibited and lighting aimed between zero and 45 degrees above horizontal must be directed toward the interior of the lot upon which it is located. No exposed bulbs will be allowed.
- b) Wall mounted lighting must be of low illumination directed away from adjacent lots, streets and open spaces, and may be used to light walls or buildings elements for decorative purposes. No exposed bulbs will be allowed.
- c) All exterior lighting must provide for significant shielding to ensure that light sources and lamps are not visible from other properties, from roads or from off-site; no bare lamps will be permitted.
- d) Only incandescent and LED lamps with a maximum 1100 lumens and maximum 2700 color temperature of the bulb will be allowed for exterior wall mounted lighting unless specific approval is received from the Design Committee. Low voltage lighting is recommended since these fixtures are typically small and can be easily concealed within the native vegetation. Colored lights will not be allowed for exterior lighting.

- e) No site lighting will be permitted in natural areas, or outside the areas enclosed by private patio or building walls. Site lighting must be in the immediate vicinity of the main entrance or outdoor living spaces of the residence. Subtle, low wattage uplighting on trees at driveway, gates, etc. shall be allowed. Provide for significant shielding to ensure that light sources and lamps are not visible from other properties, from roads or from off-site. No bare lamps will be permitted.
- f) Lights on motion detectors for the purpose of security illumination is subject to specific approval of the Design Committee (i.e. dusk to dawn lighting). The lights, when activated, must not illuminate adjacent properties. If allowed by the Design Committee, these lights will only be allowed to operate on a motion detector and stay lit for a maximum of five (5) continuous minutes. Security lights of any type or location must still meet the requirements for shielding the light sources, and the light sources may not be visible from neighboring property. If problems with these lights occur, the Design Committee reserves the right to demand that the fixtures be disconnected. If allowed, care must be taken to avoid setting off the motion detector by the motion of vegetation and the movement of wildlife. Generally, the motion detector's range should be limited to the Building Envelope area. These lights will not be allowed to operate for the purpose of general illumination.
- g) All exterior lighting is to be on lighting control (dusk to dawn).

4.14 Satellite Dish

The satellite dish must be a minimum of 10 feet from the face of the house towards the rear, unless there is no other option. A satellite dish must not be mounted on a deck.

4.15 Exterior Awnings

The following procedure has been approved for Owners wishing to install an exterior sun awning on their property.

- a. Owner is required to complete an "Application for Final Approval" form and submit a \$300 Design Review Fee.
- b. Provide location of where the awning is to be placed (need to include a drawing and/or photograph outlining the area).
- c. Provide the dimensions of the awning and the height it is to be mounted, as well as the extension out from the house.
- d. Pre-approved brand of awning is Sun Setter (*Appendix B*).
- e. List the specific manufacturer (brand), model and fabric, including all accessories.
- f. Provide a photo showing the colors of the existing house.

Section 5 CONSTRUCTION GUIDELINES

In order to assure that the natural landscape of Bellerive is not unduly damaged during construction, the following Construction Regulations must be made a part of the construction contract documents for each residence or other improvement. All builders and Owners shall be bound by these Regulations and any violations by a builder or his subcontractors or suppliers or vendors shall be deemed to be a violation by the Owner of the Lot.

Policing of building sites during construction will be done by the Design Review Site Coordinator. Violations of the Construction Regulations will be reported to the Design Committee, who will send a letter to the builder involved. Copies of the letter will be sent to the Lot Owner and the Design Committee.

5.1 Pre-Construction Conference

Prior to commencing construction, the builder must meet with the Design Review Coordinator, to review the Construction Regulations and procedures of this section, and to coordinate construction activities. THIS IS THE RESPONSIBILITY OF THE BUILDER.

In order to schedule the pre-construction conference, the Final Submittal must be approved and the construction documents received and reviewed for compliance with the Design Committee's stipulations for final approval. In addition, the Builder's Deposit must be posted with the Association and an acknowledgment of receipt of the Construction Regulations must be signed by the builder and the Owner. No pre-construction activity of any kind can take place until this pre-construction conference is completed.

5.2 Builder's Deposit

To assure compliance with the Construction Regulations, each builder (not the Owner), before beginning any construction, shall post a refundable cash deposit in the amount of two percent (2%) of the total cost of construction with the Association. Should it become necessary for either the Design Committee or the Association to remedy any non-compliance of these regulations, the cost of such remedy may be charged against the deposit. However, the obligation of the Owner and/or builder to repair, correct, complete or otherwise comply with these Construction Regulations shall not be limited to the amount of such deposit.

The Builder's Deposit, less any expenses to cure any non-compliance, will be returned to the builder or Owner, whomever supplied the original check on receipt of the Notice of Completion by the Owner and upon satisfactory completion of all requirements of the Final Construction Review.

5.3 Occupational Safety and Health Act Compliance (OSHA)

All applicable OSHA regulations and guidelines, as well as all applicable safety and health regulations and guidelines of the State of Idaho, must be strictly observed at all times.

5.4 Construction Trailers, Portable Field Offices, Etc.

Any Owner or builder who desires to bring a construction trailer, field office, portable toilet, or the like (“facility” or “facilities”) to Bellerive shall obtain approval from the Design Review Coordinator, who acts on behalf of the Design Committee; and, who will designate a location for such facility or facilities. Approval may be obtained by the Owner or builder submitting a copy of the site plan with proposed locations of each facility or facilities and the trash receptacle noted thereon. Any such temporary structure shall be removed upon completion of construction. All of these items must remain within the property setbacks and not on the sidewalk or street.

5.5 Debris and Trash Removal

Builders shall clean up all trash and debris on the construction site at the end of each day. Trash and debris shall be removed from each construction site frequently and not be permitted to accumulate. Lightweight material, packaging, and other items shall be covered or weighted down to prevent it being blown off the construction site. In no case may debris and trash accumulate above the top of the dumpster. The Design Committee reserves the right to apply fines to builders and Owners who fail to control debris from blowing or being disposed of into the river, or on other lots or common areas. Builders are prohibited from dumping, burying or burning trash anywhere on Bellerive, except as expressly permitted by the Design Committee. During the construction period, each construction site shall be kept neat and clean and shall be properly policed to prevent it from becoming a public eyesore or affecting other lots or any open space. Unsightly dirt, mud, or debris resulting from activity on each construction site shall be promptly removed and the general area cleaned up (including street clean up on Bellerive Lane).

Dumpsters or other waste receptacles must be located within the Building Envelope and within the construction site or in areas specifically approved in writing by the Design Committee. For physically constrained sites, smaller dumpsters with more frequent removal may be necessary in order to confine the dumpster within the construction fencing. The proposed location of any dumpster, waste receptacle, or portable toilet must be provided at the pre-construction conference.

5.6 Washout and Cleaning

Washout of concrete trucks or the washout and cleaning of any equipment by masons, plasterers, painters, drywallers, etc. must be contained within the Building Envelope of each lot. Washout or cleaning residue shall not be allowed to flow out of the Building Envelope or into the river. Fines will be imposed against a builder and/or the Builder’s Deposit for any violations to this provision. The builder will also be responsible for restoring any damaged area to its natural state.

5.7 Sanitary Facilities

Each builder shall be responsible for providing and maintaining adequate sanitary facilities for its construction workers. Portable toilets or similar temporary toilet facilities shall be located only within the Building Envelope and within the fenced construction site or in areas specifically approved in writing by the Design Committee.

5.8 Vehicles and Parking Areas

Construction crews shall not park on, or otherwise use, other lots or any open space. Private and construction vehicles and machinery shall be parked only within the Building Envelope or street directly adjacent to the building site. All vehicles shall be parked so as not to inhibit traffic on adjacent streets or damage vegetation along the roadside.

Each builder shall be responsible for assuring that its subcontractors and suppliers obey the speed limits posted within Bellerive. Fines may be imposed against the builder and/or the Builder's Deposit for any violations. Adherence to the speed limits shall be a condition included in the contract between the builder and its subcontractors/suppliers.

5.9 Excavation Materials

Excess excavation materials must be hauled away from Bellerive and disposed of properly. Dumping of excess excavation materials within Bellerive is prohibited, unless approved in writing by the Design Committee and neighboring lot owner for clean fill in approved locations.

5.10 Restoration or Repairs of Other Property Damage

Damage and scarring to property other than the Lot, including, but not limited to, open space, other lots, roads, driveways, concrete curbs and gutter, and/or other improvements, resulting from construction operations will not be permitted. If any such damage occurs, it must be repaired and/or restored promptly at the expense of the builder. In the event of default by the builder in meeting these obligations, the Lot Owner who has retained the builder shall be responsible. If it becomes necessary to file a Lien against the Lot, the Board has authority to act on behalf of the Association as provided for in Section 11 of the Declaration of Covenants, Conditions and Restrictions.

5.11 Miscellaneous and General Practices

All Owners will be solely responsible for the conduct and behavior of their agents, representatives, builders, contractors, and subcontractors while on the premises of Bellerive.

The following practices are prohibited:

- a) Changing oil or otherwise servicing any vehicle or equipment on the site itself or at any other location within Bellerive, other than at a location designated for that purpose by the Design Committee.
- b) Allowing concrete suppliers, plasterers, painters, or any other subcontractors to clean their equipment other than at locations specifically designated for that purpose by the Design Committee. Residue from cleaning on the lot shall not be allowed to flow out of the Building Envelope, or in any way enter into the river, drainage ways, or natural open areas.

- c) Removing any rocks, plant materials, topsoil, or similar items from any property of others within Bellerive, including other construction sites.
- d) Using disposal methods or equipment or units other than those approved by the Design Committee.
- e) Carelessly handling flammable material. Smoking is not permitted on construction sites within Bellerive. At least one 10-pound ABC-rated dry chemical fire extinguisher shall be present and available in a conspicuous place on the construction site at all times.
- f) Use of, or transit over, any Common Area paths or trails or any boardwalk.
- g) Construction personnel bringing pets, including dogs, into Bellerive. In the event of any violation hereof, the Association shall have the right to contact the City of Coeur d'Alene authorities to impound the pets, to refuse to permit the builder or subcontractor involved to continue to work on the project, or to take such other action as to may be permitted by law, the Design Guidelines or the Declaration.
- h) Playing radios and/or other audio equipment so that the sound is audible from the construction site within Bellerive.
- i) Starting and/or maintaining fires, for warming in winter or any other reasons.
- j) Storing or parking of non-construction related vehicles, trailers, boats, etc. at the construction site.

5.12 Construction Access

The only approved construction access to a Lot during construction will be over the approved driveway location unless the Design Committee approves an alternative access point. In no event shall more than one construction access be permitted onto any lot.

5.13 Dust and Noise

The builder shall be responsible for controlling dust and noise, including without limitation, music from the construction site.

5.14 Temporary Construction Signage

In compliance with Section 14 of the Declaration, no signs of any kind, including but not limited to, construction signs are allowed anywhere on the Property, except the necessary signage as must be posted pursuant to the requirements of the City of Coeur d'Alene.

5.15 Daily Operations

Daily working hours for each construction site shall be from 7:00 a.m. until 7:00 p.m., Monday through Saturday, as stipulated by the City of Coeur d'Alene. No exterior construction or other construction causing noise audible from outside the residence shall be allowed on Sundays. No construction activity of any kind is allowed on Federal holidays.

Section 6 LANDSCAPING

6.1 Landscape

The goal of these landscape guidelines is to ensure that development areas within Bellerive harmonize and blend with, rather than dominate the natural environment or significantly change its color or texture.

Native plants to be used are groups of plants that thrive within similar sun, soils, topographic and water conditions.

6.1.1 Plant Materials

All areas disturbed by construction that are not paved or graveled shall be replanted with appropriate plant materials that are native to the Bellerive area. Homeowners are encouraged to utilize plant materials that require little water other than that initially required for their establishment.

The design and scale of newly landscaped areas must reflect and integrate well with the natural landscape. New plantings should complement native plant communities and should be visual extensions of existing vegetation masses and edges. Plant massing should look natural in form, scale, and position on the land. Plant species shall be native to our area, except in limited areas near the primary residence, where non-native plants are permitted. Care should be taken to choose plant materials, whether native or not, that are suited to the climate in the locations in which they will be placed.

A mix of sizes for newly planted trees and shrubs, versus a row of same height trees and shrubs, is desirable to emulate natural patterns of growth in general. Minimum height for new coniferous trees shall be 10 feet, except for specimen plantings used adjacent to the structure. In no case shall "Perimeter Ring" type arrangements be used. Placement shall appear random as in nature with 25 percent in groupings. Minimum caliper for new deciduous trees shall be two inches. In order to reduce the cost of re-vegetation and impact of development on the site, it is strongly recommended that those existing trees that are permitted to be removed be transplanted.

6.1.2 Private Areas

Within private areas, plantings immediately adjacent to the residence are not restricted and may include ornamental plants that are not native to the local area. However, native plants are recommended.

6.1.3 Retaining Walls

All retaining walls must be approved by the Design Committee. Any retaining wall design that exceeds four feet in height must be certified by a civil or structural engineer.

Wherever possible, retaining walls should appear to be an extension of the residence and are subject to the same criteria relative to color, materials, and durability as the building itself. Visible portions of the retaining walls must be of the same material as the residence. If no stone or rock is visible on the exterior of the residence, the Design Committee must approve any visible stone on any retaining wall.

The maximum total vertical exposure of approved walls shall not exceed four feet, except for extraordinary circumstances or unavoidable topographic constraints. Where walls taller than four feet would be required to solve a grading issue, terracing with multiple walls is recommended, with an area able to plant in of at least 36 inches between each wall section. Retaining walls shall be faced with stone, synthetic stone or textured concrete. The use of interlocking keystone type walls is not permitted.

Landscaping- Bellerive 5th Addition (Bellerive North) only: Landscaping is to be similar to the approved landscape plan including the street side and private driveway trees. (*Appendix A*). Street side trees to match as show in the Design Guidelines.

6.1.4 30-Foot Setback Area from the Spokane River

The 30-foot setback area from the Spokane River is owned by the Bellerive Homeowner's Association and is a common area. Development is limited per the City of Coeur d'Alene rules and regulations. Limited planting is allowed in this area. The Board has approved that every two homeowners are to share the access to the boardwalk and approved gangway. The access must be designed to allow the neighboring lot to tie into the access approximately halfway down the slope. (*Appendix C*)

6.1.5 Lot Preparation

As referenced in Section 2.1 above, no lot grading will take place where over 50 cubic yards of material is being moved without Design Committee approval, grading permit application submittal, and subsequent approval of a grading permit issued from the City of Coeur d'Alene.

Section 7 VARIANCE PROCEDURES

7.1 Variance

There may be situations that arise in which the characteristics of a lot, the existence of alternatives, or the unfairness of the strict technical application of a rule or regulation may demonstrate a need to vary the restrictions and avoid undue hardship proven by the Owner. In those types of circumstances, the Design Committee may allow

alternatives to be submitted and approved in accordance with the process set forth herein for a variance. If the Design Committee determines that a variance is appropriate given the criteria set forth herein, the Design Committee may recommend to the Board to grant a variance from any rule or regulation set forth herein. The Board makes the final decision on all variance requests.

7.1.1 Variance Procedure and Standard for Granting Variance

The procedure for granting a variance shall be as set forth in the Design Guidelines. The request for the variance may be made at the time of the Preliminary Submittal or may be made subsequently following a conditional approval or denial. A variance may be granted only when the Owner has demonstrated that all of the following conditions are present:

- a. The restriction or requirement for which a variance is requested causes or will cause undue hardship to the Owner requesting the variance.
- b. The variance is not in conflict with the general community interest of Bellerive.
- c. The granting of the variance will not be materially detrimental to the neighboring property Owners.
- d. The granting of the variance does not appear to be contrary to the general goals and policies of the Design Guidelines and/or the Declaration of Covenants, Conditions and Restrictions.
- e. A \$300 fee will be submitted with all variance requests.

7.1.2 Variance – Not a Waiver

The granting of a variance to an Owner is not to be construed as a waiver of and restriction or requirement of the Design Guidelines for other Owners.

7.1.3 Board-Approved Variances – Bellerive 5th Addition (Bellerive North)

- a. Reliefs in the sides of the elevation are eliminated on the home build due to the size and overall master planning of the Bellerive North project.
- b. The “Ameristar” Montage style five foot black fence is approved to be installed between property lines and up to the house and detached garages as shown on the approved landscape plans.
- c. The house can be sided completely with a cementitious product with all other materials to remain per the Design Guidelines of “real r.s. wood.”
- d. Private driveways will be alley loaded garages rather than street loaded garages.

- e. The side wall setback was eliminated, but an offset of part of the house must be done (similar to Lots 1 and 2 where the garage separation provides an offset).
- f. Twelve-foot setback from the rear asphalt drive if off street parking was provided.
- g. Mixture of pavers and concrete for rear drives, similar to what is in the Design Guidelines.
- h. Vinyl windows are not permitted.
- i. Synthetic materials may only be used for corner trim and body, but wood on the timber or accent woods is required as outlined in the Design Guidelines.
- j. Engineered composite wood garage doors may be acceptable at the discretion of the Design Committee.

Section 8 **ENFORCEMENT PROCEDURE**

8.1 Notice of Violation

Notice of an alleged violation of these Design Guidelines may be made in the form of a signed letter from a homeowner, a written finding by the Design Committee, or a statement of a Board member in the minutes of a regular or special Board meeting of the Association. Said documentation should contain the approximate time and date of the alleged violation. The Design Committee, or a designated member thereof, shall notify, by letter, the alleged violator of the complaint received. The provisions set forth in Idaho Statute §55-115 will be followed. An initial notice of violation shall be mailed to the Owner and builder providing fifteen days to correct the violation.

2nd Notice: If the violation still exists after fifteen days, the Owner shall be sent a Certified Letter identifying the alleged infraction and the Owner is invited to bring the property into compliance, or to attend a meeting of the Board to be held not less than thirty days from the date of the second violation notice. The notice will be accompanied by an invoice to reimburse the Association for the cost of the preparation and mailing of the second notice which shall be a minimum \$25.00, the current certified postage, and any additional expenses.

In the event the Owner begins resolving the violation prior to the meeting, no fine shall be imposed as long as the Owner continues to in good faith address the violation until fully resolved. Notification must be provided to the Board prior to the meeting date if the Owner is in the process of resolving the issue.

In the event that the property is not brought into compliance within thirty days before the meeting, the violation will be addressed and the Owner will be provided the opportunity to be heard with respect to the non-compliance issue at the scheduled Board meeting.

The Owner may demonstrate extenuating circumstances which require deviation from the Design Guidelines. All pertinent backup information to support the existence of the extenuating circumstances shall be presented at this meeting. Each Board member will have the opportunity to ask the Owner specific questions.

The Board shall complete their determination whether or not the member is in attendance. If the Board finds the Owner is still in violation, a reasonable timeframe for remedy shall be determined by the Board. If the violation is not remedied in the established timeframe provided, the Owner may be fined an amount commensurate with the violation for each day until such a time the violation is corrected.

The Owner shall be notified of the outcome of the meeting in writing no later than seven days from the date of the meeting. All decisions of the Board are final.

This Section does not replace any provision of the Declaration, and any provision contained therein remains in full force and effect. The Design Guidelines are intended to work in conjunction with the Declaration. Additionally, the Association reserves the right to avail itself of any other remedy permitted by law and the Association's governing documents to collect fines and related costs and charges, including but not limited to bringing an action in District Court. In the event of legal action, attorney fees shall be awarded to the prevailing party. Such remedies may be taken in addition to, or in lieu of any action already taken, and commencement of one remedy shall not prevent the Association from electing to pursue other remedies at a later date.

8.2 No Contest

If a fine is not paid, it shall be treated as an arbitrated claim, and a judgment in that amount shall be entered in District Court in accordance with the Idaho Uniform Arbitration Act.

8.3 Contest, Hearing and Remedy

If the alleged violator contests the existence of a violation, a hearing on the matter shall be held. The Board shall hold a hearing on the matter using procedures set forth in Idaho Statute §55-115. If the Board determines that a violation exists then it shall have the sole discretion to determine whether or not a violation has occurred and if so what the appropriate remedy for the violation shall be. The Board may, without limitation: (a) order removal of the violation structure or improvement; (b) order changes to the structure or improvement; (c) impose a fine against the violating Owner to halt continuing violations or until changes are completed, impose a fine against the violating Owner to discourage future violations or to encourage repair of such violations; or (d) levy a fine or assessment to reimburse the Association for repairs. These remedies are not mutually exclusive and, in its sole discretion, the Board may impose any or all of these remedies, as appropriate, and such other remedies as may be appropriate under the circumstances.

8.4 Claims, Grievances, and Disputes

To encourage amicable resolution of disputes and to avoid the costs and delays associated with litigation, after the hearing process has been exhausted, all claims,

grievances, or disputes between Owners and the Design Committee and/or the Association related to or arising out of these Design Guidelines shall be subject to the dispute resolution procedures set forth in this Section.

8.5 *Mandatory Procedures for Resolving Claims, Grievances, and Disputes*

Neither an Owner nor the Association shall file suit in any court or initiate any proceeding before any administrative tribunal seeking redress or resolution of a claim, grievance, or dispute arising out of or relating to the interpretation, application, or enforcement of these Design Guidelines except for an enforcement action under 8.10 of this Section. Any and all attempts to resolve a claim, grievance, or dispute must strictly adhere to the mandatory procedures set forth in this Section.

8.6 *Notice of Claim, Grievance, or Dispute*

An aggrieved party shall notify the Board of the claim, grievance, or dispute in writing that sets forth clearly and plainly the following information:

- a. The nature of the claim, grievance, or dispute, including the provision of the Design Guidelines from which the claim, grievance, or dispute arises.
- b. The time, date, and location of any actions alleged to be involved in the claim, grievance, or dispute.
- c. The name and address of all persons alleged to be involved in the claim, grievance, or dispute.
- d. The action that the aggrieved party requests the Association to take to resolve the claim, grievance, or dispute.

8.7 *Resolution Negotiation*

The Owner and the Board shall meet no later than 20 days after the date of the notice of claim to discuss and negotiate in good faith the claim, grievance, or dispute and possible resolutions. The Board may, at its sole discretion, appoint a representative to assist the parties in negotiating and resolving the claim, grievance, or dispute.

8.8 *Final and Binding Arbitration*

If the Owner and Board have failed to resolve the claim, grievance, or dispute through negotiation within 60 days from the date of the notice of claim, the Owner has 30 days to submit the claim, grievance, or dispute to arbitration in accordance with the Idaho Uniform Arbitration Act. This agreement to arbitrate shall be specifically enforceable under Idaho law. The arbitration shall be held in Coeur d'Alene, Idaho, unless the parties agree otherwise. In no event shall a demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matters in question would be barred by the applicable statute of limitations. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

Each party shall select one arbitrator within ten days of the receipt of demand for arbitration. Within 20 days after the receipt of a demand for arbitration, the two selected arbitrators shall jointly select a third arbitrator to participate in the arbitration. If either party fails to select an arbitrator within the ten day period, or if the two selected arbitrators fails to agree on a third arbitrator, a party may make immediate application to the District Court for the First Judicial District of the State of Idaho located in the City of Coeur d'Alene for appointment of a second or third arbitrator, as the case may be.

A claim, grievance, or dispute that is not submitted to arbitration within 90 days from the date of the Notice shall be deemed abandoned, and the Design Committee and Association shall be released and discharged from any and all liability arising from the claim, grievance, or dispute.

This subsection is an agreement between the Owner, the Design Committee and the Association to arbitrate all claims, grievances, and disputes and is specifically enforceable under the applicable arbitration laws of the State of Idaho. The arbitration award shall be final and binding, and judgment may be entered upon it in any court of competent jurisdiction to the fullest extent of the laws of the State of Idaho.

8.9 Allocation of Costs Incurred in Obtaining Resolution

In any dispute resolution proceeding hereunder, the prevailing party shall be entitled to reimbursement for its costs related to such proceeding, including attorneys' fees. Provided, however, that should an Owner's claim, grievance, or dispute be rejected in whole or in part in arbitration, the Owner shall pay all arbitration costs, including all costs, inclusive of attorneys' fees, incurred by the Design Committee and/or Association.

8.10 Enforcement of Agreement or Arbitration Award

If the Owner and the Association resolve a claim, grievance, or dispute through agreement or arbitration as set forth in this Section and either party thereafter fails to abide by the terms of the agreement or arbitration award, then the other party may file suit or initiate administrative proceedings to enforce the agreement or arbitration award without first following the procedures set forth in this Section. The party initiating an enforcement action under this subsection shall be entitled to recover from the non-complying party or parties' costs, including attorneys' fees, incurred in enforcing the agreement or arbitration award.

8.11 Exclusive Remedy

The remedies available in accordance with this Section represent the exclusive remedies of the parties for claims, grievances, and disputes arising out of or relating to the interpretation, application, or enforcement of these Design Guidelines.

Section 9 PROCEDURES FOR AMENDING DESIGN GUIDELINES

9.1 Amendment of Master Design Guidelines

The Design Committee may, from time to time, propose and recommend that the Board adopt, amend, and/or repeal rules and regulations to be incorporated into the Design Guidelines which, among other things interpret, supplement, implement or entirely revise the provisions of the Design Guidelines. Any changes or revisions shall be reviewed and voted on by the Board at an open and noticed Board or Member meeting. The proposed changes or revisions shall be stated in the notice of the meeting, which shall be provided to the Association Members in conformity with the notice provisions applicable under the Association's Bylaws.

All such rules, regulations, or amendments, as may from time to time be adopted, amended, or repealed, should be appended to and made a part of the original Design Guidelines, and shall have the same force and effect as if they were set forth in, and were part of, the original Design Guidelines. All Design Guidelines shall have the most recent adoption date on the front cover and footer on each page. Outdated Design Guidelines will not be provided to Owners. Each Owner is responsible for obtaining from the Association a copy of the most recently revised Design Guidelines.

9.2 Non-Liability of Design Committee, Declarant, Association, and Owner

Neither the Design Committee, any member thereof, nor the Association, nor the prior Owner of the Lot, nor their respective successors or assigns, shall be liable in damages to anyone submitting drawings or specifications to them for approval, or to any Owner or other person by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any drawings or specifications by the Design Committee. By submission of such drawings and specifications for approval, an Owner agrees that he or she will not bring any action or suit against the Design Committee, any member thereof, the Association, the Declarant, or the prior Owner of the Lot. Approval of a submittal shall not be deemed to be a representation or warranty that the Owner's drawings or specification or the actual construction of a residence or other improvement complies with applicable governmental ordinances or regulations. It shall be the sole responsibility of the Owner or other person submitting drawings or specifications to the Design Committee or performing any construction to comply therewith.

9.3 Incorporation

The provisions of the Declaration applicable to design and landscape control are incorporated herein by reference, and control over the provisions herein in case of conflict. Capitalized terms used herein, but not defined herein, shall have the same meaning as in the Declaration and Bylaws.

9.4 Enforcement

These Design Guidelines may be enforced by the Design Committee, Board or as provided herein or in the Covenants, Conditions and Restrictions and Bylaws.

9.5. *Right of Waiver*

The Board reserves the right to waive or vary any of the procedures or standards set forth at its discretion.

Copies of any newly adopted amendment to these Design Guidelines shall be forwarded to each Owner or Lessee after adoption by the Board. The Board shall compile all Design Guidelines at some location easily reviewable by the Owner, and kept with the Association books and records.

Adopted by the Board of Directors of Bellerive Homeowners Association on May 9, 2017.