

ARCHITECTURAL REVIEW COMMITTEE GUIDELINES

The Starweather Owners' Association, Inc., an Idaho nonprofit corporation (the "Association"), Board of Directors ("Board") adopts these ARC Guidelines under the Declaration, which revokes and replaces all previous rules, processes, and governance of the ARC. Under the Declaration (as defined, below), the ARC Guidelines apply to all real property legally described in Blaine County Instrument Nos. 223014 and 257442 ("Starweather"). Every Owner has constructive notice of all Governing Documents arising out of or related to the Declaration, recorded in the Blaine County, Idaho real property records. It is the responsibility of each Owner to obtain a copy, review and understand the most recent recorded ARC Guidelines. All capitalized terms are defined below or in the Declaration)

ALL IMPROVEMENTS ON A LOT AND ANY CHANGES MADE TO ARC APPROVED PLANS REQUIRE ARC APPROVAL AS SET OUT BELOW.

ARTICLE I DEFINITIONS

Unless expressly indicated to the contrary, the terms in these ARC Guidelines shall have the same meaning as those terms in the Declaration. If a capitalized word is used in these ARC Guidelines that is not defined below, it shall have the definition in the Declaration. In addition, the following words and terms shall have the meanings specified below, including any variation of the words and terms. While the definitions may be different or more expansive in the Declaration or these ARC Guidelines. However, if there is a conflict in definitions, meaning they cannot be construed consistently, the definition in the Declaration shall control and trump the definition in these ARC Guidelines. These words have the same meaning in these ARC Guidelines regardless of variations in the word, plural or singular or whether the first letter is capitalized or not.

1. "Agent" means the Association's third-party, independent contractor or employee or any other individuals or entity the Board appoints to facilitate, administer, or manage the Association or the Common Area.
2. "Alteration" means any change to a Lot involving an Improvement or change to an Improvement on a Lot, including a change to the Building Envelope, (note that the term "Improvement" includes most landscaping) and any change to previously approved Alterations. The term excludes repairs or replacement made to existing Improvements (as defined below) that does not change the appearance of those Improvements, other than the condition. "Minor Alterations" means only those Alterations on a Lot not visible from another Lot or Common Area at any time. As a result, a fire pit that may not be visible from another Lot during daylight hours, may be visible with a fire in it at night from another Lot, and therefore, is not a Minor Alteration.
3. "Architectural Concrete" means sandblasted concrete, concrete with an exposed aggregate surface, or board formed concrete.

4. “Association” means the and the management body of the Subdivision under this Declaration.
5. “Attached”, or any variation of the word, means the connection of an Improvement with a shared foundation, wall or roof with another Improvement, whether enclosed or unenclosed.
6. “Application” means documentation these ARC Guidelines require to be submitted to the ARC for review that show the proposed Alterations in enough detail for the ARC to be able to adequately review the proposed Alterations under these ARC Guidelines.
7. “Building” means an Improvement that excludes landscaping, but includes all above-ground structures, of any type.
8. “Building Footprint” means the area within the perimeter created by a vertical extension to the ground of the exterior walls of all enclosed portions of a Building, including garages and enclosed decks, porches, solariums, stairs and similar enclosed extensions, attachments, and attached Buildings. Not included in the footprint are unenclosed portions of Buildings, without limitation, unenclosed decks, porches, stairs, porta cocheres, eaves, walkways, roof, overhangs, and balconies.
9. “Chair” means the chair of the ARC who shall preside over all ARC meetings unless the Chair is not available in which case the ARC will appoint an alternate Chair.
10. “Construction Agreement” means the agreement between the Owner and the Association which is available from the Agent.
11. “Declaration” means the most recently recorded Covenants, Conditions, and Restrictions for the Starweather Subdivision recorded in the Blaine County real property records or any recorded amendments.
12. “Enclosed” means surrounded on at least three (3) sides by walls, and under a roof.
13. “Existing Grade” means the elevation at a point in a Building Envelope on a Lot prior to any Improvement, including without limitation, site preparation, excavation, grading, filling, digging or compaction of soils.
14. “Improvement” means all Buildings, structures and appurtenances, including, without limitation, Buildings, outbuildings, barns, stables, sheds, garages, carports, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, poles, signs, solar equipment, recreational structures and equipment, such as, courts, play structures, climbing walls and swimming pools, exterior light fixtures of any kind, unless they comply with law (i.e., currently Blaine County Dark Sky Ordinance), enclosures of any kind adjacent to a residence, and landscaping, including without limitation fire pits or outdoor fireplaces of any kind, permanent outdoor barbeque/cooking structures, hedges, berms, windbreaks, trees and shrubs, gardens and flower beds, locations of existing landscaping, no greater than approximately five (5) feet in height perpendicular to the ground and within fifteen (15) linear feet perpendicular to the exterior wall of a residence. Improvement does not include replacing or repairing an existing

Improvement with identical materials, colors and dimensions or better materials that do not look substantially different from existing materials that make up an Improvement. Improvement includes installing a Board approved mailbox on a Common Lot, since placement must be Board approved, but does not include installing a Board approved mailbox on the Owner's Lot.

15. "Plat" means the plat map recorded in the Blaine County, Idaho real property records as Instrument Nos. 223014 and 257442 and all subsequently recorded amendments to the Plat of any Lot in the Subdivision.

16. "Plans" means all documentation describing or showing an Owner's proposed Alterations to a Lot.

17. "Professional Services" means services provided to the Association by third-party independent contractors for the ARC to implement these ARC Guidelines with respect to a Lot, an Application, Plans, Alterations or other Improvements to a Lot, including without limitation, services of the Agent, architects, attorneys, landscape architects, engineers, and surveyors.

ARTICLE II

ARC

1. ARC Responsibilities. The ARC shall review all Alterations, Applications, Improvements and Plans for a Lot, including Alteration of a Building Envelope to determine compliance with these ARC Guidelines and the Declaration.

2. ARC Members. There shall be a total of five (5) ARC Members, all of whom shall be appointed by the Board. The ARC Members shall elect a Chair from the ARC Members. At least one (1) ARC Members must be Owners. The ARC shall consist of at least one (1) Idaho licensed architect and one (1) Idaho licensed landscape architect, who may or may not be Owners, but must not be independent contractors of a Member making Application.

3. ARC Meetings/Decisions. Any and all ARC decisions shall only be made at a meeting noticed to each ARC Member, all Members of the Association (i.e., each Lot) and the Member submitting the Application, with a written agenda at least ten (10) business days prior to the ARC meeting. Any Owner is entitled to a copy of the application in a digital format, only, upon request. Notice of an ARC meeting is automatically waived by attendance of an ARC Member or the relevant Member of the Lot at an ARC Meeting. Meetings may be held by phone or digital conference, as long as all participants have the complete Application available in hard copy or in a digital format.

4. Compensation. ARC Members, who are Owners, may not receive compensation for work as an ARC Member. The Association shall compensate ARC Members providing Professional Services at the same hourly rate that ARC Members provides those same services to other clients.

5. Indemnification. ARC Members are not liable to the Association for their negligence. The Association will indemnify the ARC and ARC Members the same as its Board under the

Association's insurance and the Idaho Nonprofit Corporation Act and volunteers of nonprofit associations or nonprofit entities under Idaho law. The ARC and the ARC Members are not reviewing Plans for compliance with law, including codes or ordinances, required permits, safety, structural issues, defects, energy efficiency or completeness to build an Improvement, and are therefore not responsible for those matters. However, the ARC is at liberty to point out issues or make recommendations or suggestions that it observes in Plans to Members or their independent contractors with impunity.

6. ARC Decisions Must be Written. All ARC decisions on an Application must be made in writing, with notice to the Member no later than five (5) business days after the ARC meeting at which such decision is made by the ARC, whether approval or disapproval, or approval with conditions or requiring additional information for the Application. Any oral communication from the Agent or the ARC or ARC Member or independent contractor of the ARC with respect to an Application is ineffective to communicate an ARC decision and no Member applying can rely on such an oral communication of a decision to that Member or Member's independent contractor.

7. Government Approvals/Permits. Owners are responsible for ensuring that Plans and Alterations comply with all laws, including, without limitation codes and ordinances. If Alterations or Improvements require a permit of any kind by law, the Member or any individual Owner under that Membership or an independent contractor of either, shall not begin making an Alteration or Improvement unless and until that Owner receives all required government permits. And, an Owner shall not apply for a government permit, unless and until the Owner has received written notice and decision of an ARC approval.

ARTICLE III OWNER RESPONSIBILITY

1. Requirements. Prior to the ARC reviewing an Application, the Member must: (1) be current in the Member's Association assessments for that Member's Lot; (2) pay the ARC's fees and deposit, if any, required by these ARC Guidelines; (3) Submit a complete Application for the required ARC approval; (4) complete the Construction Agreement, if the Application requests approval of Improvements to be made to a Lot, (5) in compliance with an not be in violation of the Declaration, these ARC Guidelines or prior ARC decisions.

2. Fee Deposit and Additional Fees. The fee and deposit shall be used to pay for ARC's Professional Services incurred by the ARC in reviewing the proposed Alterations. Any fee or deposit not used shall be returned to the Member upon completion of the Project. If the cost of Professional Services exceeds the deposit, the Member shall be responsible for all additional Professional Service fees, billed by the Association as an assessment on that Member and payment shall be a condition of ARC approval, as set out above.

ARTICLE IV INITIAL PLANNING and TERMS

1. Initial Planning. Prior to a Member making any Alterations or Improvements to a Lot or preparing and applying to the ARC, the Owner shall contact the Agent. The purpose of contacting the Agent is to (1) Inform the Agent of Owner's intent to make Alterations or Improvements; (2) Discuss the type of Application, and whether the Member should contact the ARC Chair for a recommendation on the type of Application; (3) Set up a preliminary meeting with the ARC Chair, if any; and (4) Coordinate logistics including the submittal of Applications and Plans, schedule possible meeting dates and payment of fees. The Agent does not make any decision binding on the Member or Association with respect to an Application.

2. Terms - Plans. All ARC approvals of Applications for new Improvements to Lots expire on the one (1) year anniversary of the date of approval, unless the Member starts the Alterations or Improvements in that time frame, and they expire on the second anniversary of the date of approval, unless the Alterations or Improvements are completed substantially in conformity with the approval, or the Member has applied for and received an extension of the ARC approval from the ARC or the ARC has approved a revised Application. ARC approval of a Members' Application for Alterations to existing Improvements expire on the six (6) month anniversary of the date of approval, unless the Member starts the Alterations or Improvements in that time frame, and they expire on the one (1) year anniversary of the date of approval, unless the Alterations or Improvements are completed substantially in conformity with the approval, or the Member has applied for and received an extension of the ARC approval from the ARC or the ARC has approved a revised Application. All ARC administrative approvals of Applications expire unless a Member completes such approved Alterations or Improvements within sixty (60) days from the date of approval substantially in conformity with the approval, or the Member has applied for and received an extension of the ARC approval from the ARC or the ARC has approved a revised Application. The ARC has no authority to waive these timeframes, but may extend the time frames based on a Member's revised Application submitted to the ARC with good cause for such an extension.

ARTICLE IV ADMINISTRATIVE APPROVAL

1. Intent. Minor Alterations may be approved administratively by two (2) ARC Members, one of whom must be a licensed Idaho architect and both of whom must be appointed by the ARC as having the authority to approve minor Alterations. Minor Alterations must be consistent with these ARC Guidelines.

2. Process. A Member's Application for a Minor Alteration shall be submitted to the Agent with Plans and photographic evidence that the Alterations or Improvements are not visible to another Lot or from Common Area. The Agent shall provide those to all ARC Members for input to the two ARC Members authorized to approve Administrative Applications. Prior to being noticed and/or considered by the ARC, Exhibit A and the corresponding fee must be submitted to the Agent. The adequacy of such drawings or pictures shall be determined at the sole discretion of the two ARC Members who shall make a site visit with the Member and may require

additional Plans from the Member to confirm the Application is for a Minor Alteration, only. Administrative approval does not require a meeting of the ARC; however, in the sole discretion of the two ARC Members, even if the proposed Alteration qualifies for Administrative Approval under Section IV.1, the two ARC Members may require a meeting of the entire ARC.

ARTICLE V BUILDING ENVELOPE ALTERATION

1. Intent. The original Building Envelopes were placed to minimize disturbance to other Lots and to protect the natural beauty and vegetation of Starweather. Owners are discouraged from altering their Building Envelopes. Building envelope Alterations will be considered in cases only where the Owner can demonstrate a hardship due to conditions unique to the Lot. This is an exceedingly difficult and stringent standard to meet, and the ARC has sole discretion as to whether an Owner has met the standard required to alter a Building Envelope.

2. Process. The ARC reviews applications to alter a Building Envelope at an ARC meeting noticed, at least one (1) calendar month in advance of the date of the meeting. Prior to being noticed and/or considered by the ARC, a Member must submit a complete Exhibit B and the corresponding fee to the Agent. ARC meeting notices on an application for altering a Building Envelope must be sent by USPS certified mail/return receipt requested and include a site plan showing the existing and proposed Building Envelope, and the location of all buildings on Lots adjoining the Member's Lot that is subject to the application. The ARC shall retain all certificates of mailing and any receipts.

3. Review Standards. The ARC shall consider at least the following standards for a Member's application for Alteration of a Building Envelope:

- a. The impact, including without limitation aesthetics, on Starweather, the Member submitting the application, other Owners, other Lots, Common Area and existing Improvements on the Lot subject to the application, Improvements on other Lots of Improvements on, in or outside the current Building Envelope compared to the proposed Building Envelope.
- b. The impact on view corridors.
- c. The impact on Common Area and the Bigwood river and tributaries and wetlands.
- d. The feasibility of building a residence on the proposed relocated Building Envelope in relation to flood zones.

4. Plans. The ARC will only consider an application for Alteration of a Building Envelope when accompanied by a complete application for an Improvement that would be in a location outside the current Building Envelope on the Lot.

5. Necessity. If the Lot's existing Building Envelope is in a location which prohibits a structure pursuant to Law, the ARC must approve a Building Envelope shift; however, the ARC, in its sole discretion, may deny an Owner's proposed location and propose another location. If the Owner's proposed location is denied by the ARC and a new location is proposed or applied for, a new meeting must be held according to the notice provisions above. Thus, prior to submitting a Building Envelope shift application, Owners are encouraged to contact the Agent

for preliminary review, pursuant to Article IV.

ARTICLE VI PRELIMINARY PLAN REVIEW

1. Intent. The optional preliminary plan review allows ARC Members to comment on the proposed Alteration prior to a formal ARC meeting. Any comments or suggestions made during the preliminary review by the Agent or ARC Members are not a guarantee of approval.
2. Process. Prior to ARC Members commenting on preliminary Plans for Alteration, the Owner must submit the Alteration Application, attached as Exhibit C, and pay the appropriate fees. There is no specific requirement as to what to submit during the preliminary review; however, the more that is submitted, the more feedback can be provided. Alternatively, a preliminary plan review can be as informal as a conversation with the Chair and/or onsite meeting to discuss Alterations.

ARTICLE VII PLAN REVIEW AND BUILDING PROCESS

1. Plan Submittal. At least fourteen (14) days prior to the ARC meeting at which the ARC considers any application, the following must be submitted in a commonly used digital format to the Agent:
 - a. The applicable Exhibit A, B or C and all applicable requirements under that Exhibit, including good funds for the fees and deposits.
 - b. The completed and applying Member signed Construction Agreement as altered by the ARC or Board.
2. ARC Inspection. Prior to the meeting at which the ARC reviews the application, the ARC or any ARC Member may make a site visit to the Lot. The applying Member may be asked to survey and place survey markers on boundaries, the Building Envelope, the outline and location of proposed Improvements, including “story” poles evidencing the height of a proposed Improvement. If the ARC requests such an inspection, survey or additional information and Plans, the ARC meeting to review the application will be delayed until the applying Member meets the ARC’s requests to the ARC’s satisfaction, in its sole discretion, and the ARC has a chance to review the Lot again or the additional information or Plans the Member submits.
3. Construction Submissions.
 - a. Foundation Grade Survey. Prior to a concrete contractor pouring a basement, foundation or slab of any kind that requires forms being placed in or on the ground, the Member that submitted the ARC approved application must submit to the Agent, a statement, signed by an Idaho licensed surveyor verifying such basement, foundation or slab is in the same location as shown on the Plans with the ARC approved application.

b. Roof Height Certification. Within one (1) week after the roof structure of an ARC approved Improvement is substantially complete, the Member that submitted the ARC approved application for that Improvement must submit to the Agent, a statement, signed by a licensed Idaho engineer or surveyor, certifying the roof height does not exceed the height shown on the Plans with the ARC approved application.

4. Construction Inspections. During construction of any Improvement on any Lot, the applying Member and all Lot Owners give the ARC, the Agent, the Board or other designees an irrevocable license to come on a Lot, with at least twenty-four (24) hours' advance, written notice to the applying Member to inspect the Lot and Improvement for compliance with the Declaration, these ARC Guidelines and Plans submitted with the ARC approved application.

5. Final Inspection. Upon the applying Member providing the Agent notice that the Improvement that is ARC approved is substantially complete, the ARC, the agent, or another designee will review the Improvement for compliance with the Plans submitted with the ARC approved application. Any deposits, less any fees contained contemplated in these ARC Guidelines, will not be returned until after such final inspection and ARC approval of the inspection results.

ARTICLE VIII ARC REVIEW STANDARDS

1. In addition to the Declaration, the ARC shall consider the following standards in reviewing an application or an Alteration or Improvement made without an application:

a. The Alteration or Improvement complies or will comply with the Declaration and, as required, is within the applicable Lot's Building Envelope, as it exists on the Plat or has been altered by ARC approval.

b. The Improvement on a Lot is in harmony with the surrounding Improvements on other Lots and the Common Area, in general,

c. The proposed Improvement does not unreasonably, adversely impact surrounding Lots,

d. The proposed Improvement will not unreasonably or unnecessarily obstruct existing view corridors from other Lots or the Common Area; however, Members have no right to views across adjacent Lots prior to the applied for Improvements,

e. The proposed Improvement will not unduly interfere with the privacy of surrounding Lots,

f. The proposed Improvement will be adequately served by either existing or proposed infrastructure in or to Starweather, such as roads, a private drive into the Lot and utilities, and provide adequate snow storage,

e. The proposed plan for pedestrian access and parking on a Lot allows for snow removal and storage, provides for safe and convenient circulation and is designed to minimize adverse impact upon Lots with regard to sound, light and visual impact,

f. Landscaping is natural and undisturbed where required by law and in other places, requires minimal or efficient irrigation, but provides relief and screening as necessary, although no Member has a right to be completely screened from an Improvement, unless required in the Declaration or these ARC Guidelines, and

g. The proposed Improvement meets any and all other reasonable standards, criteria and factors deemed appropriate in the sole discretion of the ARC given the nature, character and location of the proposed Improvements. Furthermore, the ARC may impose reasonable conditions on the ARC's approval, which shall be strictly complied with prior to any occupancy of the Improvement, despite a Member having received a final inspection and temporary or permanent certificate of occupancy from the Blaine County Building Department. In applying this criteria and all other criteria set out in this subparagraph, the ARC shall balance its discretion and its determination of the term "reasonable" with whether or not it is imposing conditions that impinge on a Member's private property rights and how or whether those are offset by the protection of other Members' private property rights.

h. The Member has made application in advance of making the Improvement and awaits ARC approval prior to making the Improvement or seeks approval from the ARC of an Alteration prior to making it.

i. The ARC will consider Lot Owners' input, if timely submitted, paying particular attention to input from Owners of Lots adjacent to the applying Member's Lot.

2. Exterior Lighting. All exterior lighting must comply with law, in other words, Blaine County's Outdoor Lighting Ordinance, as it may be amended.

3. Scale. The scale of Improvements must blend with the scale of other Improvements, if any, on a Lot and adjacent Lots and natural features, so no one Improvement dominates the view shed. Changing the plane of walls and roofs, changing wall directions and at times mixing exterior building details and materials is encouraged to provide variety.

4. Roofs.

a. Slopes. Roof slopes should be between 4:12 and 12:12 (i.e., a foot of rise to a foot of run). Absolutely flat roofs with zero slope are prohibited. Flat roof planes with slope are permitted with the approval of four out of five ARC members.

b. Roofing Materials. Roofs and roofing materials should help the Improvement blend with the Lot. Roof flashing colors must blend with the roof and upper wall surfaces. Metal roofs of the following types are allowed: self-oxidizing copper; Corten-type and muted non-reflective painted metal. Bright or highly reflective metal roofs are prohibited. The ARC may

allow other types of metal roofs may be allowed by the ARC upon a showing that such metal roofs comply with the intent of both these ARC Guidelines and the Declaration.

c. Appurtenances. Wood and stucco clad, Architectural Concrete, and masonry chimneys and masonry or metal flues are permitted. The ARC may approve solar collectors or other roof appurtenances if they are consistent with the intent of these ARC Guidelines.

2. Siding Materials. Exterior siding must attempt to blend the Improvement with the Lot. Exterior siding materials shall be of a high-grade material and appearance, and shall be designed so that the appearance blends and coordinates with the natural surroundings. Exterior colors must also blend and coordinate with the natural surroundings. Bright, flashy, and color schemes not natural to Starweather's location are not permitted. Windows may be wood, or wood clad with color-fast vinyl or coated metal. Metal or metal covered windows must be coated with an approved finish.

3. Retaining Walls. All foundation walls or retaining walls with more than 12" (twelve inches) visible above grade must have a surface approved by the ARC. Approved finishes are Architectural Concrete, stone, stucco, sandblasted concrete, exposed aggregate and wood. Other finishes will be considered if the ARC finds they are consistent with the intent of these ARC Guidelines.

4. Fencing and Other Exterior Dividers. Starweather discourages fences, walls or hedges which define property lines or mostly enclose Lots. Fenced or walled areas must be consistent with the architecture of the Improvements on that Lot. Fences and walls should be parallel and/or perpendicular to dwelling walls and should blend with the terrain. Fences or walls running perpendicular to the grade should be stepped and dropped not more than twelve inches (12") in eight feet (8').

a. Applications for fence or wall Improvements shall include the height above grade, the location, the proposed material, color and design of the application of the proposed material, samples of the proposed materials and a paint or stain strip on the material, if applicable.

b. Street-side courtyards may have walls up to six feet (6') above grade if the courtyard walls meet Blaine County setback requirements.

c. All gates shall match adjoining fencing and shall be no higher than adjoining fencing.

d. Fencing or walls shall not exceed four (4') above grade, without the permission of the ARC; however, fences shall not exceed six (6') above grade, pursuant to the Declaration.

e. All fence materials and styles must be ARC approved, prior to use.

f. Boundary fences are prohibited except for horse corrals, public access walk-throughs, and Common Lot boundaries.

g. Except for horse corrals on Association property, fenced or walled areas should not exceed five hundred (500) square feet.

5. Landscaping. Landscaped areas shall be irrigated by an adequate automated underground irrigation system. The aggregate irrigated area of any Lot shall not exceed one-half (1/2) acre or any amount attributed to the Lot by the Idaho Department of Water Resources, whichever is less. The ARC strongly encourages Owners to limit the aggregate irrigated area to significantly less than one-half (1/2) acre and use plant materials that require efficient and minimal irrigation. Landscaping shall begin as soon as possible following completion of Improvements, but in any event, no later than thirty (30) days after completion unless completion of Improvements takes place after September 30, in which case landscaping must be completed by May 31, the immediately following calendar year.

6. Driveways. All driveways shall be constructed of either crushed rock or another hard surface material ARC approved, in advance of constructing or altering an existing driveway. Asphalt or masonry pavers are acceptable driveway materials.

7. Dog Runs. A dog run fence may not be more than six feet (6') above finish grade. Dog runs shall not exceed one hundred fifty (150) square feet. All dog runs must be adjacent to a home to minimize noise and visual impacts to other Lots and the Common Area and screened with landscaping or otherwise screened to obscure the dog run from other Lots and Common Lots. See-through fencing is allowed on dog run fences that are not visible from other Lots or Common Lots.

8. Building Envelope. All Building Improvements, except as set out in these ARC Guidelines, shall be located inside the Building Envelope. No structures or portions of structures are allowed outside the Building Envelope, whether on the Plat or altered by ARC approval.

9. Ponds and Waterways. Existing natural ponds, drainage ditches, irrigation ditches, overflow channels and waterways may not be modified, except to clean them of debris that is actually in or below the surface of the water or obstructing the flow of water. Artificial water features are prohibited if the use of water for such water features violates any of the Association's water rights with the Idaho Department of Water Resources.

10. Prefabricated or Modular Structures. Except as provided in this Section, a Building Improvement previously constructed, including, without limitation, a moved home, modular homes, home built outside of Starweather shall only be allowed in Starweather when the Member submitting the application demonstrates to the ARC in the application process how the Improvement will meet all the requirements of the Declaration and ARC Guidelines once moved and completed, and the ARC unanimously approves the application. However, only majority of ARC Members' approval is required for one-story modular or prefabricated storage sheds if the total footprint does not exceed 150 (one hundred fifty) square feet, it is placed on a suitable foundation or support system, the exterior siding or material is similar to or consistent with the exterior of the other Building Improvements on the Lot and if visible from another Lot or the Common Area, there will be adequate landscape screening planted at the time of placing the shed.

11. Outdoor Courts. Any outdoor courts that when used result in noise at a nuisance level to the occupants of other Lots are prohibited. Outdoor courts cannot be lighted for night use, even if compliant with law.

12. Antennas. Except for satellite dishes less than two feet (2') in diameter, no exposed or outside antennae, unless otherwise allowed by law, shall be permitted on a Lot, without the ARC's written permission

ARTICLE IX APPEALS AND VARIANCES

1. Appeals. A Member has a right to appeal an ARC decision to the Board. However, the Member shall not make any Alteration to a Lot while the appeal is pending and unless and until the Board decides or the ARC makes a subsequent decision, if the Board appeal results in further review of the application by the ARC. All appeals must be filed with the Agent, no later than twenty-one (21) business days after the date of the notice of the ARC decision on an application. A Member appeals an ARC decision by emailing the Agent within that time period. However, the appeal is not effective until the Agent acknowledges receipt of the Member's email or replies, which is not required in that time frame. The Board shall review all appeals at a special Board meeting called for that purpose under the Bylaws no later than twenty-one business days after the date of the Agent acknowledges receipt of the Member's email to the Agent. The Board has absolute discretion and authority to make a different decision than the ARC. However, the Member is not allowed to amend the Member's application in any way or provide additional or new information to the Board. That requires an amendment of the original application to the ARC, which the Board has the discretion to require to maintain the appeal. The Member has a right to be present, but the Board review is limited to the application considered by the ARC and those same Plans. The Board may ask the Member or the Member's independent contractor to present the Member's reasoning as to how the application complies with the Declaration and these ARC Guidelines. The Board's decision will be provided to the Member in writing within ten (10) business days after the special Board meeting. The Board's decision is final, unless and until the Member submits a new application to the ARC. The ARC will not review the same application submitted a subsequent time, without material amendment.

2. Variances. No Member/Owner has a right to a variance from the requirements of the Declaration or these ARC Guidelines. In accordance with Section 4.12 of the Declaration, a variance from the Declaration and these ARC Guidelines may be granted when circumstances such as topography, natural or geologic conditions, materially aesthetic or other environmental considerations present a genuine hardship to the Member on the Lot. No Member is entitled to a variance. Both a majority of the ARC and the Board must approve a variance. As a result, any application that requests a variance will require a review at which the requisite number of ARC Members and a majority of the Board must attend at a special Board meeting noticed as provided in the Bylaws and Idaho law. Variance applications will be considered as part of a Member's application for other Improvements, which only the ARC is required to review and approve. The variance will only be for the narrow issue for which a Member applied for a variance. No variance granted by the ARC and Board shall apply to any other requirement of the Declaration

or these ARC Guidelines. No variance sets a precedent for any other application for a variance by another Member, even if circumstances on a Lot are similar.

ARTICLE X ENFORCEMENT

1. Violations. Any violation of these ARC Guidelines is a violation of the Declaration. In accordance with the Declaration, the ARC or Board shall notify the Member to stop an Alteration or Improvement on a Lot for any violation of the Declaration, these ARC Guidelines or an approval of an application or deviation from Plans submitted as part of an approved application. If the Association is required to file a complaint in a court of law to stop the Member or Owner or either's independent contractor, the prevailing party in such an action shall be entitled to an award of all its attorneys' fees and costs, including without limitation court costs and costs of the Association's independent contractors, in the action. If the Association dismisses the action as part of the settlement of a court action, the Member or Owner sued by the Association shall pay the Association's attorneys' fees and all its costs prior to the Member or Owner having any authorization to make any further Alteration of a Lot or Improvement on a Lot. The Association is authorized to record a notice of assessment lien on such Member's Lot for those fees and costs and maintain the lien unless and until the assessment is paid in full.

2. Construction Agreement. A Member's application involving an Improvement will not be complete and the ARC will not consider any application for an Improvement and as a pre-condition of any approval, a Member must sign and provide with the application a Construction Agreement signed by every Owner of a Lot. A violation of the Construction Agreement is a violation of these ARC Guidelines and the Declaration and shall be subject to enforcement under the Declaration and these ARC Guidelines.

3. Fee Schedule. In addition to the fees included in these ARC Guidelines, the ARC may adopt a fee schedule for all fees and costs contemplated under these ARC Guidelines or alter the fees contained in the Exhibits. No application to the ARC is complete and the ARC will not consider an application and no approval is effective unless and until the Member has paid all fees in full for the application.

4. Impact Fee. All applications for Alterations that involve Improvements that require equipment of any size delivered to a Lot through Starweather, not including mowers on landscape trailers, such as a concrete truck, dump truck, tractor of any size, track hoe of any size or backhoe, require a non-refundable impact fee of Two Thousand Dollars (\$2,000). The fee will be refunded if the application is denied and the Member makes no Improvements as a result. The Association will add this fee to its reserves to repair and replace roads and Common Area infrastructure, regardless of whether a Member's Improvement causes any actual or visible damage to roads or Common Area. The impact fee is an estimate of potential actual damage due to truck traffic using Starweather's roads. However, it is not a limit on amounts the Association may seek from an Owner, if an Owner's Alterations or Improvements cause damage to Common Area, including roads, which actual damage exceeds this amount.

5. Bond. At any time the ARC and the Board, at a special meeting, decide to require a construction performance or completion bond (“bond”), a Member must secure the bond so that the Member’s contractor completes performance and the Improvements are completed. As an alternative to a bond, the ARC and Board may require a Member to deposit money in an escrow account with an agreement between the Member or Owner and the Association pending the timely and full completion of the Improvements according to the Plans submitted with the Application. A bond is only effective if issued by a company authorized under Idaho law. If the ARC and Board require a bond or deposit, the Member or an Owner or either’s independent contractor shall not continue making any Alterations or Improvements unless and until the Member or Owner provides evidence of the bond or deposit to the Agent. If such bond or deposit is exhausted and the Improvements are not complete, the Member or Owner or either’s independent contractor must cease Alterations unless and until the Member or Owner obtains and provides the Association proof of a sufficient bond or deposit for completion of the Improvements.

6. Specific Assessment. Any cost arising out of or related to these ARC Guidelines for a Lot or Member or incurred by the Association arising out of or related to these ARC Guidelines is assessed to the Lot and Member as a specific assessment, as defined in the Declaration, and the Association has authority to collect such costs as a specific assessment under the Declaration.

ARTICLE XI MISCELLANEOUS

1. Adoption. These ARC Guidelines shall become effective when approved by the ARC and Board at a meeting held under the Bylaws and Idaho law, and recorded in the Blaine County, Idaho real property records.

2. Amendment. Any proposed amendment of these ARC Guidelines must be submitted to the ARC. If a majority of the ARC votes to adopt the amendment, the ARC forwards it to the Board for final approval. Approval of an amendment is required by a majority of the Board at a meeting held in accordance with the Bylaws.

3. Effective Date, Non-Conforming Uses. The ARC recognizes there are Improvements in Starweather as of the effective date of these ARC Guidelines that do not comply with the Declaration or these ARC Guidelines. If Improvements that do not comply to the Declaration or ARC Guidelines, as amended, are destroyed to the point that they are condemned or condemnable, as determined by a Blaine County Building Official, then any replacement Improvement shall conform to the current Declaration and these ARC Guidelines. The ARC does not have authority to approve an application for an Alteration to an Improvement that does not comply with the Declaration or ARC Guidelines, unless the Alteration would make the Improvement comply with the Declaration and ARC Guidelines.

4. Severability. If a court finds any portion of these ARC Guidelines are invalid, that decision does not invalidate the remaining portions of these ARC Guidelines.

5. Non-Waiver/Non-Precedent. Consent by the ARC to any matter pertaining to it or within its jurisdiction, or failure by the ARC or the Association to enforce any violation of these ARC Guidelines, shall not constitute a waiver impairing the ARC's or Association's right to enforce these ARC Guidelines or the Declaration. Any approval or approval with conditions or denial of an application does not set a precedent binding the ARC or Association in another application made to the ARC. Each application is reviewed on its own facts as they pertain to the ARC Guidelines and the Declaration.

6. Attorney's Fees. In the event of any dispute arising out of the enforcement of these ARC Guidelines, the non-prevailing party shall pay to the prevailing party its reasonable attorneys' fees and costs, including on appeal or in bankruptcy.

CERTIFICATE OF APPROVAL

The President and Secretary of the Board of Directors certify that on _____, a majority of the Directors approved the above ARC GUIDELINES.

Starweather Owners' Association, Inc.

By Mike Smith, President

By Amanda Porino, Secretary

EXHIBIT A
Administrative Approval Application

Name: _____

Lot: _____

Address: _____

Date: _____

Brief description of project:

Please submit this application to the Agent/property manager with the following:

_____ Pictures, drawings, or other descriptions of the proposed project.

_____ A fee of \$250 which will be used for professional fees, including those of the Agent/property manager.

The review of this application is not a guaranty of approval and by submitting this application I/we agree that the approval of the Building Envelope shift does not include an approval for any proposed Alterations. If professional fees exceed \$250, I/we agree to pay the additional professional fees which shall be a specific assessment under the Declaration.

Signature of all Owners

_____ Date

_____ Date

EXHIBIT B
Application for Alteration of Building Envelope

Name: _____

Lot: _____

Address: _____

Date: _____

Reason for application:

Please submit this application to the Agent/property manager with each of the following:

_____ A site plan prepared and stamped by a licensed Idaho surveyor or engineer at a scale of no less than 1"= 20", showing the location of the existing and proposed Building Envelopes; the 100-year flood plain/zone; the location of adjoining houses or Improvements; and, if a Lot adjacent to the Bigwood River, the distance from the closest portion of the proposed Building Envelope to the mean high water mark of the Bigwood River.

_____ A fee of \$500 (five hundred dollars) which will be used for professional fees, including those of the Agent/property manager.

I understand that this a review of this application does not require approval. and by submitting this application I/we agree that the approval of the Building Envelope shift does not include an approval for any proposed Alterations. If professional fees exceed \$500, I/we agree to pay the additional professional fees which shall be a specific assessment under the Declaration.

Signature of all Owners

_____	_____
_____	Date
_____	_____
_____	Date

EXHIBIT C
Alteration Application

Name: _____

Lot: _____

Address: _____

Date: _____

Brief description of application:

Fee: \$2,000

Please submit this application and all Plans electronically in PDF form and, for Plans, with two (2) hard copies, no smaller than 24" x 36", to the Plans to the Agent/property manager. The application shall include:

Site Plan. A Site Plan, at a scale of not less than 1"=20' showing the building lot and the following:

___ Property Lines and Dimensions as shown on the recorded plat and indicating minimum twenty-five-foot (25') setbacks for front, side, and rear.

___ Building Envelope delineated as shown on the recorded plat.

___ Proposed location of the Improvement and its relationship to the Building Envelope, and property lines, including proposed setbacks.

___ Grading or Topography Plan showing current site information provided or prepared by a licensed Idaho engineer or landscape architect showing existing and proposed shape of the earth as it relates to any proposed or existing Improvements. This plan shall show contour intervals not greater than two (2) feet when the slope is less than 25% and not greater than five (5) feet when the slope is 25% or greater. Show all existing and proposed drainage channels and patterns, swales, culverts, catch basins and subsurface drainage systems. Clearly indicate any drainage which might be directed off of any Lot and how such drainage water will be mitigated to prevent an increase in the rate or amount of flow from prior to the Alteration or Improvement.

___ Indicate location of the elevation benchmark used to establish existing grade and to set all finish elevations. This benchmark shall be established by an Idaho licensed engineer or surveyor and shall be shown on the topography plan.

___ Prominent site features such as bedrock, rock outcroppings, existing vegetation and water courses or features shall be clearly delineated on the site plan.

___ Driveway location, width, grades, and proposed surface material. Also show proposed turnarounds and parking areas and delineate all snow storage areas.

___ Locate all easements existing on the Plat or otherwise.

___ General location and size of drain field.

___ Location of adjoining Lots and Improvements on those Lots.

___ The 100-year flood plain or flood way.

Architectural Drawings. All architectural drawings must be prepared by a licensed Idaho architect and shall include the following:

___ Floor Plans at a scale of not less than 1/8"=1' and showing all floors, basements, lofts, and spaces. Show square footage of each floor. Show elevations of both finished first floor and garage slab. Show utility meter location on Plans.

___ Call out exterior materials on the Plans. Specify color, type of material and finish of siding, trim, doors, windows, fascia, roof, exposed foundation, skylights, decking, handrails, and all exterior lighting.

___ Provide exterior elevations, at a scale of not less than 1/8"=1', showing all elevations of the proposed Improvement with a detailed description of all surface materials. Also show all proposed finish grades relative to each elevation indicated on the grading plan.

___ Provide cross-sections taken through the proposed Improvement at its highest point indicating the height of the structure above both existing grade and proposed grade. Where pertinent, a section should be taken through the structure to the street indicating any grade differential showing how the differential will be handled in providing access to the proposed Improvement.

___ Provide a roof plan showing roof pitch, valleys, hips, and gables.

____ Show exterior lighting locations on floor plan and/or site plan, preferably with a legend. All exterior lighting must conform to Blaine County's Outdoor Lighting Standards.

Sample Materials. Submit a sample of all exterior materials and roof materials (other than Architectural Concrete). The size of the sample shall be larger than 6 inches by 6 inches and an appropriate size for the ARC to have a reasonable view of the color and material.

If the Association's costs for Professional Services exceeds \$2,000, I/we agree to pay the additional Professional Service fees and that such fees remaining unpaid shall be assessed and collected as a specific assessment under the Declaration. In addition, I/we will pay the Association a \$2,000 non-refundable Impact fee, if appropriate under the ARC Guidelines. I/we are bound by this application and the ARC Guidelines and Declaration.

Signature of all Owners

Date

Date

AGREEMENT FOR ALTERATIONS OR IMPROVEMENTS IN STARWEATHER

This Agreement (“Agreement”) is made and entered into between as of the date of the last party signing by and between the Starweather Owners’ Association, Inc. (“Association”) and all the Owners (collectively the “Member”) of a Lot within the Starweather Subdivision.

1. Member certifies Member has read the Amended and Restated Declaration of Covenants and Restrictions for The Starweather Subdivision (the “Declaration”) and the Architectural Review Committee Guidelines (“ARC Guidelines”) pertaining to and governing Alterations and Improvements of Lots governed by the Associations. The restrictions in the Declaration and ARC Guidelines are incorporated into this Agreement. All capital terms, unless otherwise defined in this agreement, are defined in the Declaration or ARC Guidelines.
2. All Owners of a Lot, if more than one, bind the Member and each the Membership interest in the Lot and, therefore, each Owner is jointly and severally liable for the terms and conditions in this Agreement.
3. Member has applied with Plans to the ARC for Improvements and those Plans have been approved according to the ARC’s written approval. Those Plans and written approval are incorporated into this Agreement.
4. The Member agrees that all Alterations and Improvements in the Plans shall be completed in substantial conformity with the Plans and ARC’s written approval of the application and that any Alterations to the application or the Plans requires the Member to obtain the ARC’s written approval.
5. Member agrees that the ARC or its agents may inspect the Lot, during standard business hours and with at least 24 (twenty-four) hours advance written notice to the Member.
6. Member agrees that the Association may enforce this Agreement in any manner the Board deems necessary in its sole discretion at a Board meeting held under the Bylaws and Idaho law, including without limitation, the filing of an action in a court of law and seeking an injunction for a court order to stop the Member from making Alterations or Improvements to a Lot.
7. The Member agrees to pay all costs, including, without limitation attorney fees to enforce this Agreement or provisions of the Declaration or ARC Guidelines against the Member.
8. Member understands that the making of any and all Alterations and Improvements shall substantially conform to the approved application and Plans submitted with the application and shall be within the Lot, except to the extent necessary to connect utilities to the Lot and the

driveway to a road and the Member is solely responsible for any and all damage to other Lots or the Common Area, including roads, caused by the Member or the Member's independent contractors or independent contractors' subcontractors or suppliers.

9. If the Alterations or Improvements are not completed in accordance with the ARC Guidelines or Declaration, the Member agrees to pay the Association no less than \$150.00 (one-hundred and fifty dollars) per day for liquidated damages, unless actual damages are greater, since actual damages may be difficult if not impossible to determine at the time the Member enters into this Agreement and the above liquidated damages amount is a reasonably accurate estimate of the Association's actual damages.

10. Prior to the Member's or Member's independent contractors Alteration or Improvement on any Lot, other than surveying and staking on the Lot, all Owners and the Association must have signed this agreement first.

11. Member grants the Association an irrevocable license and lien upon the Member's Lot to secure the performance of Owner's obligations under this Agreement, including any fees, costs or specific assessments resulting from this Agreement or the ARC Guidelines. The Member authorizes the Association to record a notice of assessment lien for all such amounts on the Lot in the property real records of Blaine County under Idaho Code section 55-3207, or as it may be amended.

The Starweather Owners' Association, Inc.

by _____, its _____ Date _____

Owner

Date _____

Date _____

Lot Number: _____

Address: _____