

Pepper Hills #2 Subdivision
ARCHITECTURAL GUIDELINES

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ARCHITECTURAL GUIDELINES

These "Guidelines" are effective this day of December 2017, pursuant to the Amended & Restated Declaration of Covenants, Conditions and Restrictions for Pepper Hills #2 Subdivision with First Amendment thereto ("Declaration") and supersede all previous Architectural Guidelines. All terms used within this document shall have the same meaning as set forth in the Declaration.

1. INTRODUCTION AND OVERALL GOALS

These Guidelines have been carefully prepared to protect the special qualities of Pepper Hills #2 Subdivision and are not meant to limit imagination, creative design or the personal needs of the individual homeowner.

All structures and appurtenances shall be required to express character associated with "organic" design. This is defined as uniting site and structure to enhance the existing natural character of the area. Proposals which attempt to emulate "period" or classic architectural orders will not be accepted.

To achieve the image and perception of a high-quality community design, detail and appearance should convey a sense of solid, substantial construction. The design must be consistent on all sides.

2. SCALE AND PROPORTION OF DWELLINGS

There are minimum limitations for homes in the Pepper Hills #2 Subdivision One story constructed dwellings must have a minimum floor area of 1400 sq. ft. Two story constructed dwellings must have a minimum floor area of 1500 sq. ft.

3. SITE

3.1 Building Envelope. All improvements must be contained within the building envelope identified on the Final Plat.

3.2 Driveways. Each lot will be limited to one driveway. A minimum of two parking places (double car garage) will be required. Parking bays are not allowed. All driveways shall have a wearing surface of concrete. Other hard surface materials such as exposed aggregate or brick are permitted as long as other such materials are consistent with the design of the building improvements. Driveways are to be properly graded to ensure correct drainage. Reference should be made to the Final Plat, as some lots are restricted to the placement of driveways.

3.3 Privacy Screens / Fencing. Privacy screens should be treated as architectural extension of the home, both in its design and materials. Perimeter fencing is allowed, provided that it does not extend into any Riparian Easement, Waterway, Conservation Easement Area, Common Area or in the front or side yards. It is preferable that fencing be kept within the construction envelope. Please refer to CC&R Master Covenant Pepperwood Estates #9 date Jul 31, 2002 Article 7 Section 7 for fencing and hedge requirements.

3.4 Accessory Buildings and Service Yards. Set Backs and requirements for Storage Sheds: 0-120 sq. ft : No Permit required and can be placed anywhere on property with no set backs as long as the wall height from ground to eave is no more than 7 feet, less than 120 sqft, 6 feet from any other structure, and the eaves are not over the property line. Sheds 120 – 200 sq.ft require no permit. If sheds are over 200 and less than 500 sq ft. a permit is required and the setback incurred will be 6 feet from any other structure, 9 feet from the back property line, and 3 feet from the side property line. Check your plat or call to make sure there are no utility easements so you don't have to move your shed in the event they have to repair a utility. Most lots in Pepper Hills #2 have easements with utilities on either the side or back of the property boundary. These are usually 5 to 10 feet. Also Sheds cannot be higher than 14 feet in total height. All sheds are required to have architectural shingles that match the home and the color of the shed must match the home. An ACC form must be submitted and approved by the ACC before erecting structure on property.

3.5 Mail Boxes. To achieve a consistent design, all mailboxes and stands will initially be provided by the developer. Specialty mail boxes or stands will not be allowed. If replacement is required due to damage, it must be identical to the original.

3.6 Heating, Air Conditioning/Mechanical. All heating and cooling systems and other mechanical equipment must be screened from view from any adjoining property, street or common area, by the use of approved materials or landscaping.

3.7 Utilities. All connections from trunk lines to the individual structure must be underground. Exposed plumbing and electrical lines are not allowed. Material must conform to the applicable codes.

3.8 Excavation and Grading. All excavation must be done so as to create a minimum disturbance on the site and surrounding properties. All dirt (not otherwise used) and debris as a result of excavation must be removed from Proposed Subdivision. No materials shall be placed on adjoining lots. Excavation for utility hook ups must be restored to its original condition. Although not a federal requirement, the city requires the finished floor elevation of each home to be located at least one foot above existing grade. Owner acknowledges that those certain lots contain engineered fill and loose alluvial soils that is prone to compaction under pressure. You are directed to contact a geotechnical engineer to eliminate the risk of damage posed by engineered fill and loose alluvial soils prior to construction.

3.9 Solar Considerations Addendum. The board has adopted a clearer definition of requirements for Solar Energy devices used in accordance with Boise City Code and stated in an addendum to the ACC Guidelines. Solar collectors or other devices or equipment must not be visible from street. Please reference Boise City Code for Residential Photovoltaic Panels and Modules Guide at pds.cityofboise.org/.../residential-photovoltaic-panels-modules-guide-2-20-15.pdf or more recent updates. Solar Panels will require Boise City Permit.

These guidelines are applicable to any Solar Energy Devices proposed to be installed within the Pepper Hills #2 Subdivision.

The following guidelines have been established to provide the Architectural Control Committee (“ACC”) guidance in the process of approving or disapproving the installation of solar energy devices. These guidelines are not intended to be all inclusive and the ACC at their sole discretion may disapprove installation of solar energy devices if they determine that the device adversely impacts the surrounding homes and/or the neighborhood as a whole. If a solar energy device is disapproved, the ACC shall provide in writing to the homeowner the specific reasons the solar energy device being proposed was disapproved. In all circumstances the homeowner retains their rights to appeal the ACC decision to both the ACC and the HOA Board.

3.9.1 Boise City Requirements

3.9.1.1 Solar energy devices may only be installed by a professionally licensed installer and must meet all city, state and local permit and code requirements.

3.9.2 Application Process

3.9.2.1 Solar energy device installation may only occur after a complete ACC application has been filed and the ACC has provided written notice approving the solar energy device. This approval will be only for the specific solar energy device identified in the application.

3.9.2.2 Any deviations from the original application (i.e. solar device model or brand, smaller or larger size, different color, different mounting material or configuration, different location on the home, etc) shall be considered a material change in the solar energy device and the previously provided approval shall be null and void.

3.9.2.3 If the solar energy device installation is completed inconsistent with the approved application, the solar energy device must be modified to comply with the approved application and or removed within 10 days of when notification of the violation is presented.

3.9.2.4 Any solar energy device that is installed prior to receiving ACC approval is in clear violation of the CCRs and must be removed immediately upon receipt of notification of this violation.

3.9.3 Location and Visibility

3.9.3.1 No freestanding (pole mounted, rack mounted, ground mounted, etc) solar energy devices are allowed; only solar energy devices installed on and blended into the design of the existing homes are eligible for approval.

3.9.3.2 The solar energy device shall be minimally visible (per the ACC’s discretion) from the street or sidewalk that provides immediate access to the home.

3.9.3.3 All components of the solar energy device shall be mounted to be minimally visible from the surrounding homes within the Pepper Hills #2 Subdivision

3.9.3.4 In selecting the location, the homeowner shall select a site that blends with the existing structure, takes advantage of any available landscape or structural visibility screening and minimizes impact on all homes within the Pepper Hills #2 Subdivision. If necessary, additional landscaping or screening may be required to be added to screen the solar energy device from view.

3.9.3.5 It is recommended and encouraged that the homeowner proposing to install the solar energy device solicit comment and approval from any homeowners that will be able to see the device from any part of their landscaped property and include this information with the application. If any of these homeowners' do not approve of the installation it may not prevent the installation but if the homeowners' objection is creditable and the installation would unduly impact the other homeowners it may be sufficient grounds to disapprove the application. If information from the impacted homeowners is not included with the application the ACC may solicit this information before making their decision.

3.9.3.6 The Board is informing all homeowners that each applicant understands that it is the sole responsibility of the applicant in the case of solar encroachment, where an obstruction may interfere with their solar collection device. The board will not be liable, nor will pay for any solar encroachment impact study.

3.9.4 Color

3.9.4.1 All visible surfaces of the solar energy device including but not limited to the surface of the solar collection devices, supporting framework, wiring and cabling shall be black no-glare in color and/or another color only if the other color would better blend with the surface the solar energy device is being mounted upon.

3.9.5 Installation

3.9.5.1 The entire solar energy device shall be integrated into the overall design and appearance of the home.

3.9.5.2 Installation of the solar energy device panels or tubes shall be flush-mounted with the plane of the array being parallel to the roof and mounted as close to the roof as possible.

3.9.5.3 The entire solar energy device shall be mounted to not visually alter any roof ridge lines or valleys when viewed from any landscaped location within the the Pepper Hills #2 Subdivision.

3.9.5.4 All conduits, wiring, and framework associated with the solar energy device shall be installed hidden from public view or blended with the existing structure if it cannot be hidden from public view

3.9.6 Glare

3.9.6.1 Any glass, plastic or metal surfaces must not produce any glare that is visible from any landscaped location within the the Pepper Hills #2 Subdivision.

3.9.6.2 Any visible framework or conduit must be painted a flat no-glare color to blend with the solar energy device and the existing home.

3.9.7 Maintenance

3.9.7.1 The homeowner must ensure that the solar energy device is maintained in good working order including but not limited to any visible painting repairs and any visible damage to any part of the solar energy device.

3.9.7.2 If after the initial installation the solar energy device becomes mechanically dysfunctional, visibly damaged, or finished surfaces fall into disrepair (i.e. paint fades or peels, black panels bleach out to lighter color, etc) the solar energy device must be repaired or removed within 10 days of receiving notice of this disrepair.

4. EXTERIOR APPEARANCE

4.1 Exterior Walls and Trim. Wood, local stone, brick, stucco, and masonry sidings are preferred for exterior walls and trims. Vinyl siding will not be approved. Exterior color and material treatment shall be continuous and consistent on all elevations of a residence, in order to achieve a uniform and complete architectural design and to avoid a “tacked on” or “veneer look”. Exterior colors must harmonize within themselves and their surroundings. All colors are subject to approval. Earth Tone Color Palates are allowed but no pastel colors are permitted. A Sample Board with samples of the type and color of exterior surfaces must be provided at the preliminary submission of the ACC form.

Material changes should be designed to occur at inside corners or at a major wall opening, or change of plane. Material changes at outside corners are not allowed. Nearly every siding material requires joints of some type in order to extend across an area to be covered. The treatment of these joints provides important visual elements. The type, method of treatment and placement of the joints and/or joint covers and method of joint treatment must be indicated on the drawings. Joint treatment (particularly expansion joints in stucco, batts and joint covers used with all types of siding) must be integrated carefully into the overall design of the house.

4.2 Garages. A minimum of a two-car garage must be provided. Triple car garages or oversized garage bays for RVs are allowed, if deemed compatible with the design consistency of the structure.

4.3 Windows. Consistency in type, style, trims and proportion of window areas is a key focus of attention. Windows of differing styles and types scattered over the various faces of the house will not be approved. In general, the window treatment should be approached as a theme that can be repeated with variations. Mirrored glass or any other material that causes a reflective glare will not be approved.

4.4 Roofs. All roof styles are allowed. Architectural 30 year laminated shingles are required and shall be the only approved roof material. The roof should produce a visual impact of quality and remain consistent from all views. A change of ridge directions or using offsets or major roof projections may be used to break rooflines. Rooflines are the

major opportunity for creative building elements, which this development is striving to achieve.

4.5 Chimneys. All exterior chimneys must be of wood, stone, brick or metal. The color of a metal chimney must blend in aesthetically with the residence. Chimney caps of purely utilitarian design shall not be allowed and if necessary, shall be screened by a false cap appropriate to the design of the house. In circumstances where a custom designed false cap is not desired, the Chase Termination Shroud may receive approval.

4.6 Gutters and Downspouts. All gutters and downspouts need to be designed as a continuous architectural design feature. Exposed gutters and downspouts shall be colored to blend in with the surface to which they are attached.

4.7 Exterior Lighting. All exterior lighting must be placed so that the visible light does not extend beyond the property. Lighting located at the front or street side of the house may be of a direct type (an exposed bulb or carriage-light type). Colored lights or light sources are only permitted during the Holiday season. In-wall or indirect lighting as an integral design element of the house and landscape is encouraged.

5. LANDSCAPING

5.1 Overview and Areas Defined. Landscaping shall be maintained in a healthy and neat appearance at all times. The design should be in conjunction and in harmony with the architectural design of the residence. All yard areas (except the driveways and entry paving) are to be landscaped and irrigated with an underground sprinkler system. Any tree or other planted material, that does not survive or which is not healthy shall be immediately replaced. The exact location of all Riparian and Easement Areas must be shown on the landscaping plan with a design in compliance with the above discussion.

Front yards are defined as that area between the front property line and the plane of the face of the building, or intercepting side yard fence or wall. A rear yard is defined as all areas that are not visible from the street.

The front yard shall act as a transition from the natural / informal area along the roadway to a more formal landscaping (if desired) at the home. A completely natural landscape is encouraged.

It is the intent that all trees extending 30 feet in height from the ground line are required to be managed by the respective homeowners such that they do not exceed these limits. Existing trees that have grown into adjacent properties also need to be maintained. All landscaping is to be installed within thirty (30) days of completion of construction. Reference CC&R Master Covenants for Pepperwood Estates #9 Subdivision date July 31,2002 in Article 7 Section 11.

5.2 Irrigation. A careful review of the Proposed Subdivision Pressure Irrigation System Rules, Regulations & Information Guide are needed. This document outlines the required equipment for connections and the maximum water application to ensure your system is in compliance.

5.3 Lawn Area. A maximum of sixty percent (60%) of the ground area outside of the "flood-way and riparian areas" may be planted in lawn (sod), the balance shall be

developed with fescue or other natural landscape materials. Note: "crew cut" seed is available for riparian and other natural grassy areas.

5.4 Trees. At least one (1) tree shall be planted per 1,500 square feet in the front and side and back yard areas. Trees require a minimum spacing of three (3) feet or the radius of the full grown tree from any structure. Trees need to be planted ten (10) feet away from sidewalks and driveways. Trees need to be planted a minimum of five (5) feet or the radius of the full-grown tree maintaining that the full-grown tree doesn't encroach on adjacent properties. The Owner shall select the location of the trees in the backyard.

5.5 Grading. A maximum slope of three to one (3:1) shall be allowed between the building and existing Common Area grade.

5.6 Solar Encroachment. Planting cannot interfere with the existing use of solar energy on an adjacent property. Please reference CC&R Master Covenants for Pepperwood Estates #9 dated July 31, 2002 Article 7 Section 7 and Article 14.

5.7 Vegetation. Any changes to existing or new landscape plans including replacement of trees, shrubs, low moisture vegetation, artificial grass, etc. must be submitted to ACC for review. Please reference CC&R Master Covenants for Pepperwood Estates #9 dated July 31, 2002 Article 7 Section 11 for details concerning vegetation.

6. ACC Approvals / Process

6.1 Approvals Required. Referencing Article X Section 1 of the Master Covenants of Pepperwood Estates #9 CC&R's dated July 31, 2002, Approvals are required for making any changes to your property including any building, fence, wall, patio cover, window awning or other structure or landscaping improvements of any type shall be commenced, erected or installed upon any Lot, Common Area or other property within the Project, nor shall any exterior addition to or change of alteration of existing improvements be made, until the plans and specifications showing the nature, kind, shape, configuration, height, materials, location of the same and such other detail as the Architectural Control Committee may require (including but not limited to any electrical, heating or cooling systems), shall have been submitted to and approved in writing by the Architectural Control Committee as to harmony of external design and location in relation to surrounding structures and topography and as to conformity with the requirements of this Declaration. In the event the Architectural Control Committee fails to approve, disapprove, or specify the deficiency in, such plans, specification and location within thirty (30) days after submission to the Architectural Control Committee in such form as they may require, approval will not be required, and this Article will be deemed to have been fully complied with.

6.2 Process for homeowner submitting ACC Form:

6.2.1 Obtain ACC Form from our HOA online website or our Management Company.

6.2.2 Fill in all pertinent information in the aforementioned form and submit

6.2.3 Once the management company has forwarded the ACC form and contacted the ACC Chairman, the chairman and at least one other member of the Architectural Control Committee will come out to visit with the homeowner to review the request and validate the project details according to the Master Covenants of Pepperwood Estates #9 CC&R's dated July 31, 2002 and the Boise City Code Ordinances.

6.2.4 The Board and Management company has thirty (30) days to review the document and respond to the homeowner to the requested project. The management company will provide in writing the approval/denial letter to the homeowner.

7. Fine Assessment Structure

7.1 Overview and Areas Defined. Reference Master Covenants of Pepperwood Estates #9 CC&R's dated July 31, 2002 Article 10 and 11 for fines and enforcement.

7.2 Fine structure

7.2.1 Notification will be sent by certified mail at members expense 15 days before the fines start at which time the member will have 15 days to be heard. Once the fine assessment starts board will meet and upon a 2/3 vote by the board of directors, the association will have the right to give a 30 day written notice of its intended action and if satisfactory arrangements have not been made by such owner, then the association shall have the right through its agents, employees and contractors to enter upon said lot and to repair, maintain and restore the lot and the exterior of any improvements located thereon. The cost of such activity shall be added to the cost of the fines and become part of the assessments for said lot. In the event the Board of Directors declares and emergency by a ¾ vote such action to repair, maintain and restore may be taken at any time after written notice has been provided to owner. Reference Master Covenants of Pepperwood Estates #9 CC&R's dated July 31, 2002 section Article 6 Section 2 and Article 11.

7.2.2 Member dues not paid by due date will be assessed a late charge of 10%. Any balance not paid after 10 days of due date will accrue interest at a rate of 18% APR. Reference section Master Covenants of Pepperwood Estates #9 CC&R's dated July 31, 2002 Article 9 Section 7

7.2.3 ACC unapproved painting or erection of detached structure, porches, patios, patio covers, additions, fences, pools, solar panels, and improvements to existing structure will result in a fine of 200.00 per day until the issue meets the ACC criteria established in the Bylaws and Master Covenants of Pepperwood Estates #9 CC&R's dated July 31, 2002.

7.2.4 ACC unapproved landscape violation will result in a fine of 50.00 per day until the issue meets the ACC criteria established in the Bylaws and Master Covenants of Pepperwood Estates #9 CC&R's dated July 31, 2002


7.2.5 ACC violations for maintaining landscape in reference to Master Covenants of Pepperwood Estates #9 CC&R's dated July 31, 2002 Article 7 Section 11 will result in a 25.00 per day fine after 45 days from date of first notification.

7.2.6 ACC violations for condition and repair for any building or structure on any lot that falls into disrepair or is not adequately painted and kept in good conditions

will result in a fine of 200.00 per day until the issue meets the ACC criteria established in the Amended and Restate Bylaws of Pepper Hill Owners Association #2, Inc. dated July 9th, 2015 and Master Covenants of Pepperwood Estates #9 CC&R's dated July 31, 2002.

ADOPTION AND APPROVAL

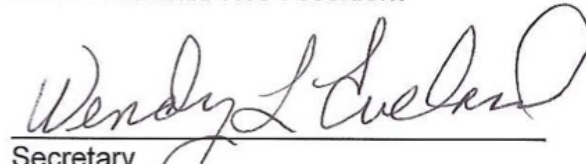
These Proposed Architectural Guidelines dated this 20th day of December 2017, are hereby adopted and approved by the Proposed Architectural Committee.



President




ACC Chairman/Vice President



Secretary



Tisha Parrott

Expires: Oct 21, 2020