

# **DESIGN GUIDELINES FOR THE TRAMONTO SUBDIVISION**

**I.**  
**INTRODUCTION**

The Architectural Committee (“AC”) has been formed pursuant to the Declaration of Covenants, Conditions and Restrictions for Tramonto Subdivision (“CC&Rs”). Pursuant to the CC&Rs, the AC has the authority to create and enforce design guidelines that it deems appropriate to carry out the purposes of the CC&Rs. Until the entire Tramonto Subdivision is complete, Renovare Development II LLC (“Declarant”) shall appoint the members of the AC. The AC can be contacted as follows:

Renovare Development II LLC  
c/o Sentry Management  
6149 Meeker Place  
Suite 150  
Boise, Idaho 83713  
E-Mail: shaws@sentrymgt.com

The AC has established the following procedures for lot owners and/or builders to submit and obtain approval of their building plans and specifications. The AC has also established the following design guidelines that will apply to the construction and landscaping of homes and other improvements in the Tramonto Subdivision. These design guidelines will be utilized by the AC. These design guidelines will assist builders in preparing plans and specifications for the construction of homes in the Tramonto Subdivision. The AC has the authority to and reserves the right to grant variances or to add to, delete from, or modify these design guidelines and procedures as it deems appropriate. In the event of any conflict between these design guidelines and the CC&Rs, the CC&Rs shall govern.

All capitalized terms not otherwise defined herein shall have the same meanings as are ascribed to them in the CC&Rs.

**II.**  
**SUBMITTALS REQUIRED FOR AC APPROVAL**

**1. Submittal Required.** No home, building or other structure or improvement in Tramonto Subdivision shall be undertaken, erected or maintained upon any lot, nor shall any exterior addition to or change or alteration therein be made until plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing by the AC.

**2. Submittal Form.** All submittals required for AC review and approval shall be accompanied by the submittal form adopted by the AC. The required submittals

and form shall be mailed or delivered to the Declarant's representative at the above address.

**3. Review Fee and Security Deposit.** A \$1,000 non-refundable plan review fee will be required at submittal. This fee will be used to pay a licensed architect, engineer or other professional chosen by the AC to review the plans. In addition to the Review Fee, a \$5,000.00 security deposit will be required for new home plan submittal. Remodels and additions will require a \$2,500.00 security deposit. The security deposit is to secure the builder's construction obligations, including, without limitation:

- (i) The builder shall commence construction of a home on a lot pursuant to the time period specified in the CC&Rs; provided, however, that the builder shall not commence construction of any home or other improvements on a lot without first obtaining the prior written approval of the AC for all plans and specifications associated with such home or other improvements. Once construction has commenced, the builder shall proceed diligently to complete such construction pursuant to the terms of the CC&Rs.
- (ii) The builder shall not damage any improvement located within the Tramonto Subdivision including, without limitation, streets, curbs, gutters, drainage swales, sidewalks, utility structures, fences or landscaping. The builder shall, at its sole cost and expense and within fifteen (15) days' notice thereof from Declarant, repair any such damage caused by the builder or resulting from the construction activities of the builder, its agents, subcontractors, employees or other persons acting on its behalf. In the event the builder does not make the necessary repairs within this fifteen (15) day period, Declarant shall have the right, but not the obligation, to make such repairs. Any such repairs by Declarant shall be at the builder's expense. Builder shall pay these expenses within thirty (30) days of receiving an invoice therefore.
- (iii) During construction of improvements, the builder agrees to perform all work in a neat and workman-like manner and shall not allow dirt, debris or other waste material to remain on the lot or to be scattered on adjacent properties. Each lot shall be kept clean daily during construction and all scraps and garbage shall be maintained in a garbage bin. All street frontages shall be kept clear of mud, dirt and debris. The builder agrees to remove from the lots all excess excavation materials, trash, excess construction material and any other material or debris resulting from the builder's construction activities. No dogs or loud music allowed.
- (iv) In grading and site improvement work, the builder will make adequate provisions to handle the run off of surface waters in a manner that will not damage, deface or drain onto adjacent lots or adjacent properties and the builder will at all times conduct its construction activities in a manner to

preserve lateral support for the adjoining properties. Prior to starting construction, if required by law, builder agrees to file for a National Pollutant Discharge Elimination System Permit, file a Notice of Intent (“NOI”) and prepare a Storm Water Pollution Prevention Plan (“SWPPP”). In addition, all builder’s construction activities shall be in conformance with all federal, state and local laws, rules, regulations and ordinances.

If the builder fails to timely complete its construction of the home or other improvements pursuant to the CC&Rs, or builder fails to complete its construction in accordance with the CC&Rs and/or plans and specifications approved by the AC, the builder will be subject to fines and/or the forfeiture of the security deposit. Such fines and/or forfeitures will not relieve the builder from complying with all requirements of the CC&Rs or the design guidelines and requirements contained herein.

Upon the builder’s completion of its construction activities, builder shall request that an AC representative conduct a final inspection. In the event the AC representative determines that the builder has timely completed its construction and that the construction conforms with the CC&Rs, these design guidelines and the plans and specifications, and the builder has not otherwise breached any of its construction obligations, the AC representative shall certify compliance and authorize the release to the builder of its security deposit or appropriate portion thereof.

**4. Submittal List.** All applications must contain, or be submitted with the application, the following material prepared in accordance with acceptable architectural/design guidelines:

**4.1 Site Plan.** A site plan showing the lot boundary and the proposed location of the home and all other structures and improvements including fences and walls; and all set-backs, curb cuts, driveways, parking areas and other pertinent information relating to the improvements. The site plan shall indicate the proposed grading and drainage away from the proposed home and adjacent lots. The builder shall be responsible for all drainage and shall construct the improvements in a manner that insures that no standing water shall be captured in the crawlspace of the home. If French drains or other drainage devices are necessary, the site plan shall indicate the proposed location of such drainage devices.

**4.2 Building Plan.** A building plan (including a roof plan) which shall consist of the proposed blueprints, elevation drawings of the north, south, east and west sides, and detailed exterior specifications which shall include, by sample if required by the AC, all exterior colors, materials and finishes, including roof, to be used. Basements are prohibited.

**4.3 Notice of Intent and Storm Water Pollution Prevention Plan.**  
A copy of the filed NOI and SWPPP for the lot, if required by law.

5. **Decision.** In reviewing the application and the plans and specifications submitted therewith and in reaching a decision thereon, the AC will use its best efforts and judgment to assure that all improvements shall produce and contribute to an orderly and aesthetically complementary design and appearance and be of the quality required to maintain a quality residential development. The AC may, in its discretion, require the builder to furnish additional materials beyond those required herein.

Unless extended by mutual consent of the builder and the AC, the AC shall render its written decision with respect to an application within thirty (30) days after the receipt of a properly submitted application and all necessary plans and specifications. The decision of the AC can be in the form of an approval, a conditional approval or denial. The decision of the AC shall be in writing, signed by a member of the AC, dated, and a copy thereof mailed to the builder at the address shown on the application.

A conditional approval shall set forth with particularity the conditions upon which the application is approved and the builder shall be required to affix a copy of said conditions to the working plans and specifications which are to be kept on the job site during the entire course of construction.

### III.

#### **DESIGN STANDARDS**

**In general, all homes shall be designed and constructed to be compatible and consistent with a Tuscan theme architectural style with old world exterior finishes, examples of which are shown on the attached Exhibit A, which is made a part hereof. Specifically:**

1. **Minimum Square Feet/Garages/Massing.** The minimum square foot requirements are for those floor areas that are intended and suitable for use as living areas and do not include basements, garages, storage areas, covered patios and the like. Minimum square footage is 2,500 square feet for single-story homes and 3,000 square feet for two-story homes. The first floor of all two-story homes must be a minimum of 2,000 square feet. The AC reserves the right to increase or decrease these square footages. In exercising its discretion with respect to square footage, the AC may take into consideration the compatibility of the proposed home with existing homes and the overall economic market conditions of the community.

**Notwithstanding any of the foregoing, Lots 6 through 9, Block 1, as shown on the Plat, are restricted to single-story homes of not more the twenty-five feet (25') in height.**

Garages facing streets are discouraged. No more than three single opening garage doors may face any street and all garage doors facing a street shall be recessed. Oversized/motor home garages shall not be a prominent mass to a home and shall be set back from the home or main garage.

Home form and massing shall be designed to be center weighted with proper size and scale. Massing shall be proportional and in harmony with the home.

**2. Exterior Elevations.** Exterior elevations shall be evaluated on the overall character, depth and balance of the design. The use of covered entries and significant jogs in exterior walls are encouraged. Large expanses of flat, unbroken surfaces are discouraged. Brick, stone or stucco, where used, shall wrap the corners horizontally a minimum of two feet. Where siding is used, batten boards or trim shall be located as inconspicuously and as symmetrically as possible.

**3. Exterior Finishes and Colors.** All exterior materials and colors shall be approved by the AC and shall be compatible with neighboring lots to present a unified and coordinated appearance.

**3.1 Brick, Stone and Stucco.** All homes shall be required to incorporate at least twenty-five percent (25%) of the front elevation in brick, stone or stucco. Architectural and aesthetic balance shall be a primary concern in determining how much brick, stone, or stucco will be required. Brick, stone or stucco colors shall be compatible with the exterior paint colors selected and approved by the AC. Darker brick shades are encouraged.

**3.2 Rain Gutters and Down Spouts.** All homes shall be required to have full gutters. Rain gutters and down spouts shall be painted to match the color of the surface to which they are attached. Down spout chains are recommended.

**3.3 Corner and Batten Trim.** Painted trim on corners and batten trim shall be the same color as the main body color unless otherwise approved in writing by the AC.

**3.4 Window Door Trim.** Trim color around windows and doors shall be selected from the same color family as the color chosen for the main body color unless otherwise approved in writing by the AC.

**4. Roofs and Facia.** Roof vents and other ventilation pipes shall be located on the rear elevation (except where impractical) and shall otherwise be installed in an inconspicuous location and manner. All ventilation pipes, roof vents and any other galvanized metal shall be painted the same color as the roof shingles. Roofs shall be an architectural shingle (or better) product, as approved by the AC.

Roof pitches shall be a minimum of 4:12 and a maximum of 8:12, unless otherwise approved by the AC. Roof lines are an integral part of massing and shall be designed as simple and uncluttered forms. Multiple roof lines and multiple gables are discouraged. Roof lines shall step from low to high in the central portion of the home.

Chimney enhancers required.

Facia shall be a minimum of 8” nominal.

5. **Detached Storage Facilities.** Only one outbuilding per lot will be allowed. All outbuildings shall be pre-approved in writing by the AC and be constructed of quality building material, completely finished and painted on the outside and shall be of quality, style and character that will be in harmony with the home constructed on the lot.

6. **Fences.** Fences shall comply with the requirements in the CC&Rs.

6.1 **Courtyard Walls.** Courtyard walls constructed of brick, stone, stucco, or other materials matching the approved exterior finish of the home and not exceeding three feet in height may be allowed with written AC approval of location, design and materials.

6.2 **Other Requirements.** Wherever possible, adjoining lots shall use common corner posts. Front fence setbacks shall be at least two feet (2’) behind the principal setback of the home on each side of the lot.

7. **Landscaping/Meters/Utilities.** A landscape plan is required to be prepared and submitted to the AC for approval. The use of berms and clustered planting groups such as garden beds with trees, shrubs and flowers are encouraged.

Exterior mounted utility meters, heat pumps, air conditioners, and other permissible equipment shall be properly screened from view of the street and surrounding homes by landscaping or fencing. No meters shall be affixed to the front of any home.

The following minimum landscaping must be installed within forty-five (45) days of substantial completion of the home:

7.1 An automatic underground sprinkler system shall be installed for the entire lot.

7.2 Except at garden bed locations, sod and/or hydro seed must be installed for the entire lot. Sod must be used for all front yards.

7.3 Trees and shrubs shall be planted in the yard according to the following minimum standards.

**Front Yard shall have a minimum of:**

- Two coniferous trees plus one evergreen tree, all of 2 caliper inches or larger
- Eight 5 gallon plants
- Twelve 2 gallon plants

**Back yard shall have a minimum of:**

- Three trees 2 caliper inch or larger

- Eight Five gallon shrubs

**8. Exterior Lighting.** Pole lights shall be prohibited. Only can lights will be allowed on home exteriors and a minimum of two photosensitive, automatic activation lights (that do not contain override switches) shall be required for each home exterior. Surface mounted lights will be approved on a case-by-case basis.

Other approved lighting includes normal entrance lights on porches, garages, and other entries to the home providing they do not exceed 100 watts each. Such fixtures must be mounted in an unobtrusive manner and shall not illuminate neighboring properties and shall not be operated at late hours that cause a nuisance to neighboring property owners.

Lights designed to stay on all night are prohibited.

**9. Setbacks.** The following setbacks shall be required:

Generally:

Front yard	=	30'
Rear yard	=	25'
Side yards	=	7.5' (first story), maximum wall plate height 13' 12.5' (second story)

Notwithstanding the forgoing, the following set-backs will apply to the following specific lots:

Lots 1 and 13:

Front yard	=	30'
Rear yard	=	25'
East Side	=	12' (first story), maximum wall plate height 13' 17' (second story)
West Side	=	7.5' (first story), maximum wall plate height 13' 12.5' (second story)

Lots 6 through 9:

Front yard	=	20'
Rear yard	=	40'
Side yards	=	7.5' (additional story set-back not required)

Lot 15:

Front yard	=	30'
Rear yard	=	50'



Side yards = 20' (additional story set-back not required)

**10. Dog Runs/Houses.** Dog runs and/or houses may be permitted but must be no closer than 10 feet from any back lot line that is a boundary to any common area. Dog runs and houses must be no more than 6 feet high and they must be screened from neighbors view.

**11. Antennae.** Only direct small size satellite dishes shall be permitted and only if they are attached to the rear or side walls of a home in an unobtrusive manner.

**12. Portable Restrooms.** Builder shall provide all portable restrooms for use during construction.

**13. Initial Assessments and Fees.** The initial Regular Assessments, start-up fees and transfer fees for the Tramonto Subdivision are as follows:

Regular Assessments: \$400/quarter

Setup fee: \$800 due at the closing of a Lot purchase from Buyer

Transfer fee: \$500 due at the closing of any Lot purchase from Owner to Owner.

All Assessments and fees are subject to change at any time at the sole and absolute discretion of Declarant and/or the Association.

Exhibit A

Tuscan Themes

See attached.