



SUNFIELD ESTATES COMMUNITY

ARCHITECTURAL DESIGN STANDARDS & CONSTRUCTION GUIDELINES

FOR

SUNFIELD ESTATES COMMUNITY

MARCH 2022

Article I - Introduction

The Design Guidelines have been created to protect the unique and special qualities and the community-wide standard of the Sunfield Estates Community and to encourage creative design by providing general architectural design and construction guidelines, landscape guidelines, submittal and review procedures and fees and charges for review.

The design guidelines are drafted and utilized by the Design Committee to ensure that all improvements conform and are harmonious with regard to external design, quality and type of construction, architectural character, materials, color, location on the homesite, height, grade and finish ground elevation, natural conditions, landscaping and all aesthetic considerations. The home designer should view the Design Guidelines as aides that will protect the unique qualities of the Sunfield Estates Community, versus a hindrance to creative design. These Design Guidelines are not meant to limit the imagination or personal needs of the homeowner, as individual design is encouraged.

1. **Formation of Design Committee.** In order to protect the quality and the value of homes within the community, to assure an attractive, compatible and aesthetically pleasing community and for the continued protection of the Owners thereof, a Design Committee is hereby established consisting of three (3) members to be appointed by the board of the Master Association at each annual meeting of the Board. Initially this task will be administered by the Declarant and or its agents.
2. **Purpose.** The purpose of the Design Committee is to implement policies and guidelines for the design and construction of improvements on the Property with a view to maximize compatibility and quality of improvements in the community. The Design Committee is vested with the power and authority set forth herein to further that purpose.



3. **Development Subject to Applicable Local Government Requirements.** These Design Guidelines are to be applied by the Design Committee. All development within the Sunfield Estates Community remains subject to applicable local government regulation, including Ada County and the City of Star and the attached dimensional standards for development. Applicants are to ensure that all appropriate and necessary applications are submitted in connection with any improvements within the Sunfield Estates Community

4. **Design Approvals Required.** No improvement shall be commenced, built, constructed, placed, or maintained upon any building lot, nor shall any exterior addition, change or alteration of existing or previously approved improvements be made to any building lot, until the plans and specifications showing the nature, kind, shape, configuration, height, materials, location and such other detail regarding the Improvements have been submitted to and approved in writing by the Design Committee as conforming with the requirements of the Declaration.

In the event the Design Committee fails to approve, disapprove, or specify the deficiency in such plans, specifications and location within thirty (30) days after the submission to the Design Committee in such form as they may require, it shall be deemed denied. The Design Committee shall have the right to refuse to approve any design, plan or color for such improvements, construction or alterations which, it determines are not consistent with the standards set forth in this or any other Declaration applicable to the Property

The Design Committee is hereby authorized to exercise its discretion as to all considerations herewith. The Design Committee shall have the privilege in the exercise of its discretion to take into consideration the suitability of the proposed structure or alteration, the materials of which it is to be built and the exterior color scheme in relation to the site upon which it is proposed to be erected.

The Design Committee may also consider whether the design of the proposed improvement or alteration is in harmony with the surroundings, the effect on the structure or alteration when viewed from adjacent or neighboring property and any and all other facts which, in the Design Committee's opinion, shall affect the desirability of any proposed improvement. Actual construction shall comply substantially with the plans and specifications approved.

5. **Denial of Plan.** In the event the plan is denied, the Owner and the Design Committee shall work together to correct the deficiencies in the original plan(s) submitted by the Owner. The Owner shall re-submit such revised plan(s) to the Design Committee after each denial, if the Owner so desires. The Design Committee shall have thirty (30) days after a plan is re-submitted within which to notify the Owner whether the revised plan(s) has (have) been approved. Failure to notify the Owner within the time frame set forth above shall constitute the Design Committee's denial of the revised plan(s).

6. **Submissions.** Requests for approval of the Design Committee shall consist of such documents and other materials as may be reasonably requested by the Design Committee



including, without limitation, the following: (see the Design Review Submittal Form and Checklist)

- 6.1 **Site Plan.** A 11"x17" site plan that shall show all Improvements on the Building Lot, all applicable setbacks and any other pertinent information related to the Improvements and the building footprint.
- 6.2 **Building Plan.** A 11"x17" building plan that shall consist of the preliminary or final blueprints, elevation drawings of the north, south, east and west sides of the improvements, detailed exterior specifications for each Improvement that shall indicate, by sample, all exterior colors, material and finishes, including roof to be used.
- 6.3 **Grading Plan.** A 11"x17" grading plan for the Building Lot shall show grading, drainage, berms and mounding proposed for the Building Lot, together with the location of fences, free-standing exterior lights, driveways, parking areas and walkways. The grading plan shall be provided at a scale of not less than 1" = 20'-0", shall show spot elevations depicting drainage for the Building Lot and shall be prepared by a professional engineer or professional landscape architect.
- 6.4 **Landscape Plan.** A landscape plan for the Building Lot shall show grading, drainage, berms and mounding proposed for the Building Lot, together with the location, type and size of trees, plants, groundcover, shrubs, sprinkler system, fences, free-standing exterior lights, driveways, parking areas and walkways. The landscape plan shall have a plant list or other indication of species, variety, size, quantity, spacing and location on all plant material proposed for the Homesite. The grading and landscape plan shall be provided at a scale of not less than 1" = 20'-0", shall show spot elevations depicting drainage for the Building Lot and shall be prepared by a professional engineer or professional landscape architect.
- 6.5 **Plumbing and Sewage Plan.** A plumbing and sewage plan for the Building Lot shall show the design, specifications, and locations of all plumbing and sewage systems and the components used therein. All plumbing and sewage systems must conform to and be compatible with the Low Pressure Sewage System installed, or to be installed, in the Sunfield Estates Subdivision. The Sunfield Estates Subdivision, Star, Idaho, Low Pressure Sewer Operations and Maintenance Manual, prepared by Blaine A. Womer Civil Engineering, and dated November 4, 2021, and revised January 20, 2022 is attached hereto for reference (the "Sewer System O&M Manual"). A Pressure Sewer Lot Designation Exhibit depicting which lots have are "pressure sewer lots" is attached hereto for reference.



All submittals and inquiries will be made to:

Sunfield Estates HOA
c/o Development Services, Inc. – Jean Cariaga
9601 W. State Street, #203
Boise, ID 83714
Email: jean@dev-services.com
Phone: (208) 939-6000

7. **Rules and Regulations.** The Design Committee is hereby authorized to adopt rules and regulations to govern its procedures and the requirements for making submissions and obtaining approval as the Design Committee deems appropriate in keeping with the spirit of due process of law. The Design Committee is further hereby empowered to adopt such rules and regulations as it shall deem appropriate, consistent with the provisions of the Declaration, pertaining to matters of design, materials, colors and aesthetic interests as necessary to implement and enforce the provisions of the Declaration. Any such rules and regulations may be amended from time to time, in the sole discretion of the Design Committee. The failure of the Design Committee to adopt any such rules and regulations shall not form the basis for an attack upon the exercise of Design Committee discretion, it being the intent of the Declaration to provide the Design Committee with as broad discretion as is permissible under the law.
8. **Fees.** The Design Committee may establish, by its adopted rules, a fee schedule for an architectural review fee to be paid by each Owner submitting plans and specifications for approval. No submission for approval will be considered complete until such fee has been paid. Such fee shall not exceed such reasonable amount as may be required to reimburse the Design Committee for the costs of professional review of submittals and the services of a consultant to administer the matter to its completion, including inspections which may be required. The Design Committee may elect to refund a portion of such fee upon full compliance and satisfaction of the completion of all improvements consistent with the approval granted by the Design Committee.
 - 8.1 Upon the initial sale of each Building Lot from the Grantor to an Owner, Grantor will require the Owner to pay a construction deposit fee assessment of One Thousand Two Hundred Dollars (**\$1,200**). Such construction deposit fee assessment shall be paid at the escrow closing of the Building Lot sale on or before the date of recordation of the deed from the Grantor to the Owner. Grantor, as agent for the Association, shall be entitled to collect the construction deposit fee assessment at the escrow closing of the Building Lot sale for payment by the escrow agent to the Association. The construction deposit fee assessment may be used by the Association for clean up on the Building Lot during the construction period on the Building Lot if, in the sole discretion of the Association, the Building Lot is not adequately maintained and construction debris and waste is not timely removed from the Building Lot during the construction period on the Building Lot or the



construction and landscaping is not complete. Subject to Section 8.1 below governing the non-refundable portion of the construction deposit fee assessment, the Association shall refund any unused portion the construction deposit fee assessment to the Owner following issuance of the Certificate of Occupancy for the home on the Building Lot and the completion of all construction cleanup on the Building Lot and once the construction and landscaping are complete. The construction deposit will expire after 24 months from the date of the Building Lot sale and will be forfeited to the HOA general fund if work has not been completed and signed off by the HOA.

- 8.2 This construction deposit fee shall be One Thousand Two Hundred Dollars **(\$1,200)** for each Building lot and shall be subject to retention for noncompliance with landscape criteria as well as noncompliance with the Design Standards. Six Hundred Dollars **(\$600)** of the construction deposit fee shall constitute a non-refundable concrete washout/street sweeping fee.
- 8.3 The Architectural Review Fee shall be Five Hundred Dollars **(\$500)**. Of the fee, Three Hundred Fifty Dollars **(\$350)** shall constitute a non-refundable fee for architectural and exterior paint color review; One Hundred Fifty Dollars **(\$150)** of the fee shall constitute a non-refundable fee for landscaping review. The fees are due at the time of plan and spec submittal.

The Design Committee will review and provide comments to the Building Lot Owner and conduct a re-review of the submission as no additional cost to the owner. However, any additional review required beyond the initial review and first re-review shall be paid for by the Owner at the then existing hourly rate charged by the professional consultants engaged by the Design Committee to undertake such matter. Upon completion of all work, the Owner may request a refund of the refundable portion of the fee from the Design Committee. The Design Committee shall evaluate completion of the work and upon determination that all work has been completed consistent with the prior approval by the Design Committee under Section 4 and consistent with the Design Standards set forth herein. The Design Committee, in addition to enforcing the provisions of the Declaration for noncompliance by the Owner, shall have the power to retain the fee upon determination that the Owner has not completed the work consistent with the prior approval of the Design Committee under Section 4 and consistent with the Design Standards set form herein.

9. **Variations.** The Design Committee may authorize variations from compliance with any of the development provisions of the Declaration, including restrictions on height, size material type and selection, floor area or placement of structures or other similar restrictions, when circumstances such as topography, natural obstruction, hardship, aesthetic or environmental considerations may require. Such variations will be granted as further described in the Declaration. Notwithstanding the foregoing, however, no variations will be granted for a) improvements, including without limitation, manicured lawns or other Building Lot landscaping and any other encroachment upon the Common



Area or (b) any improvement that requires relief from or modification to any provision of any development agreement with Ada County or the City of Star, Idaho associated with the Collina Vista Community.

10. **Liability.** Neither the Design Committee nor any member thereof shall be liable to the Association, any Owner, or any other party for damage suffered or claimed on account of any act, action or lack thereof, or conduct of the Design Committee or any members thereof, so long as the Design Committee or the respective members thereof, acted in good faith on the basis of the information they then possessed. Each Owner of any Building Lot, by Design Committee acceptance of a deed therefor (whether or not it shall be so expressed in such deed), is deemed to acknowledge that it has waived and released any and all claims that arise from the decisions and actions of the Design Committee and the members thereof in carrying out the responsibilities delegated to them hereunder. The sole remedy and relief available to any party seeking relief for such decisions or actions shall be declaratory or injunctive relief to the extent expressly authorized hereunder.
11. **Construction Period Exception.** During the course of construction of any Improvement approved by the Design Committee, the restrictions contained in the Declaration or in any Supplemental Declaration shall be deemed waived to the extent necessary to permit such construction of all homes within a commercially reasonable period of time; provided that, during the course of construction, nothing shall be done which will result in a violation of these restrictions upon completion of construction and sale. Further, Declarant shall have the right to select and use any Individual homes as models for sales purposes and, for so long as the Declarant shall own any Building Lot, parcel or portion of the Property, Declarant shall have the right to use any clubhouse or similar facility owned or to be owned by the Association as a sales and marketing office or for other such similar uses.
12. **Waivers.** The approval of any plans, drawings or specifications for any Improvement or for any matter requiring the approval of the Design Committee, shall not be deemed a waiver of any right to withhold approval of any similar plan, drawing, specifications or matters subsequently submitted for approval.
13. **Signage Requirements.** Only authorized and approved Sunfield Estates Building Lot and open house signage will be allowed. Builders and MLS Realtors shall be allowed periodic weekend open houses and shall not be allowed to establish any form of on-site marketing offices or sales centers except for model homes. The only non-model homes on-site sales center allowed shall be that designated by Developer.

Article II - Design Standards

1. **Design Standards.** The Design Committee shall apply and enforce the architectural and design standards set forth in the is Article II. It is expected that the design of all Improvements will be tailored to the unique features of each individual Building Lot. The Design Standards set forth herein are intended to protect, preserve and enhance the



Property, the Common Area and all Building Lots and Units within the Property. The purpose of the Design Standards is not to create identical improvements, but rather to ensure that there is a harmonious design within the Property that is complementary to the surrounding homes. The Design Committee shall have the power pursuant to permit such modification to and deviations from these Design Standards for a proposed building form or design style that reasonably justifies or requires such modification or deviation in furtherance of the goals set forth herein. The Design Standards are further intended to ensure the quality and harmony of design envisioned by Sunfield Estates.

As such, each Improvement and each Building Lot shall incorporate into their design the following Design Standards.

2. **Architectural Style and Form Building Forms and Arrangement.** No specific design style shall be required so long as the development of each Building Lot conforms to the Design Standards set forth herein. Only single level homes (which for purposes of these Design Standards means homes with only one floor level) will be allowed on Lots 6, 7, 8, 9, 12, 13, and 14, Block 1.

- 2.1 **Roof Style, Pitch and Overhangs.** All roofs shall include hips, dormers and/or gutters in order to present heightened architectural features. Roofs shall be a minimum 2/12 pitch but shall not exceed a pitch of 12/12 so as to minimize the mass of the roof and to not make the roof the dominant feature of the unit. Roofs shall be of 30 year or better architectural asphalt shingles. Metal, slate, masonry or tile may be approved as roofing materials by the Design Committee. Color must be of grays, greens and browns to complement the Sunfield Estates landscape. Other roofing materials and colors are subject to Design Committee approval. Roof overhangs are required to be a minimum of 16" deep.

- 2.2 **Doors and Garage Doors.** Entry doorways shall be in scale and harmony with all other elements of the home. Entry doorways shall be of a material consistent with the exterior finish for the home and shall be painted or finished in a color approved hereunder.

Features such as side entry garages or smaller parking bays that minimize mass of garages are encouraged. Garage doors may be constructed of aluminum, wood or other metal, provided that all garage doors shall be paneled and have an attractive, decorative design. The use of individual garage doors shall be required for any bay exceeding twenty (20) feet in width. Detached garages shall be of the same style, exterior materials and detailing as the Unit and must be proportional to the unit. Plans submitted with RV garages will be subject to a more detailed review process. The Design Committee will consider:

- Percentage of front elevation that is garage doors;
- Setbacks from the street and rest of the house;



- How well the roof structure blends with the rest of the house;
- Flush or flat panel garage doors are not allowed, and garage doors are to have detailing that is consistent with the architectural style and design of the home; and
- Interiors of garages shall be sheetrocked, taped, sanded and painted or sheetrocked, taped, sanded and textured.

2.3 **Windows.** Windows may be constructed out of metal clad wood, wood, fiberglass or vinyl provided that they are of architectural grade and comply with all other design and color requirements set forth herein.

Window consistency in type, style, trims and proportion will be required for each Unit. All windows shall be placed in such a manner as to harmonize with the size and mass of any openings in the wall. Large blank wall are prohibited. Large gable ends of a two-story house shall include projections or recesses rather than windows alone.

Interior areas visible to the exterior shall be treated as such. All draperies and window coverings visible to the exterior shall be of materials and colors consistent with the design of the Improvement and surrounding environment. The interior finish of all garages shall follow guidelines under section 2.2

3. **Dimensional Standards.**

3.1 **Setbacks.** No Improvements may be constructed or placed on a Building Lot within the minimum building set back lines set forth in the City of Star Building Code for the Sunfield Estates Community. No approval of the setbacks applicable to the Property shall excuse or allow any variance or deviation from the building setback lines specified by Code.

3.2 **Height.** No home shall exceed an amount as specified by the City of Star Building Code.

3.3 **Unit area.** All Units shall satisfy the minimum area requirements set forth herein. All Units shall have a minimum square footage of finished space exclusive of garages, storage rooms, covered patios or porches or other covered exterior space.

Building Lot Size	Minimum Square Footage
0 to 13,000 square feet	1,600 square foot minimum
13,001 square feet and larger	2,000 square foot minimum

3.4 **Colors.** The Design Committee shall approve all exterior colors for exterior walls and roofing finishes.



- 3.4.1 **Permitted Colors.** Exterior walls shall be painted in earth tones. All exterior material colors shall be harmonious with the permitted roofing colors. White, green, beige, black, brown, grey and other earth tones shall be permitted as exterior colors.
- 3.4.2 **Prohibited Colors.** Any exterior color that is not permitted and approved by the Design Committee shall be prohibited.
- 3.4.3 **Exterior Color Treatments and Maintenance.** Exterior finishes may be stained, treated or painted such colors, provided that the Improvement shall be maintained regularly to ensure the integrity of the exterior finish and color.

3.5 **Materials.**

- 3.5.1 **Exterior Wall Finishes.** There shall be a minimum amount of brick or stone on each façade of each Unit. A minimum of twenty percent (20%) of the front façade, excluding windows and doors, shall be brick or stone. All siding material can be composed of shake, board and bat or lap siding. T-111/Cottage lap is not permitted. Specific architectural designs shall be considered for variances.
- 3.5.2 **Exterior Features.** Exterior Features on all homes shall harmonize with the natural landscape of Sunfield Estates and the rest of the structure shall enhance the appearance of such. The following specific Design Standards apply to the specific element.
 - 3.5.2.1 **Chimneys, Vents and Caps.** All chimneys and other roof projections such as vents and flues must be in scale and materials compatible with the Unit from which it projects and shall be located on the rear elevation of the Unit. All exterior chimneys must be of a material architecturally compatible with the Unit. Any metal utilized in chimney stacks, flashing, vents or exhaust pipes must be painted to match or blend with roofing materials. Chimney caps of a purely utilitarian design are prohibited. A false cap, appropriate to the design of the house must screen chimney caps and shall be indicated on the submitted design.
 - 3.5.2.2 **Gutter and Downspouts.** All gutters and downspouts shall be designed as a continuous architectural feature. Exposed gutters and downspouts shall be colored to blend in with the surface to which they are attached. Chains may be permitted as part of a downspout system, provided that they terminate in a drain or solid material that prevents erosion and drains away from the



Unit consistent with the drainage and grading requirements set forth herein. The location and placement of gutters and downspouts shall comply with the drainage and grading requirements herein.

- 3.5.2.3 **Roof and Attic Vents.** Roof vents and other ventilation pipes shall be located in the rear elevation except where impractical or otherwise required to be placed on the front elevation by code. Such protrusions shall be made as inconspicuous as possible and shall be painted to match or blend with the roof color and shall otherwise be installed in an inconspicuous location and manner. Roof and attic vent types and locations shall be shown on the Building elevations.
- 3.5.2.4 **Fascia, Soffits and Rafter Tails.** Fascia shall have a finished depth of 8" wide with a 4" stack/shadowboard unless otherwise approved in writing by the Design Committee in advance of the construction. An 8" fascia without a shadow board needs a variance. Soffits shall be a minimum of 16", provided that 12" shall be permitted on Design Committee approved roofs and dormers. All fascia and soffit materials shall be consistent with the exterior finish of the Unit.
- 3.5.2.5 **Privacy Screens.** When not provided by other structures, each home shall have a screened exterior area for enclosing garbage and trash containers, firewood, bicycles, other items of personal property, or any other structure or improvement that the Design Committee determines is visually distracting and must be placed where they will not be seen from the streets or neighboring Building Lots and or properties. Exterior HVAC equipment shall be screened so that they will not be seen from the streets. Screening shall be required of any exterior area designated for garbage. All required screens shall be an architectural extension of the Unit both in its design and its material.
- 3.5.2.6 **Fencing.** Prior to the construction of any fence, plans shall be submitted as part of the landscape plans and approved in writing by the Design Committee. The submittal shall include a site plan showing the location of fencing proposed, including setback dimensions and shall designate the type and height of fence proposed. No fences, other than those specified below, shall be permitted.



Six foot (6') tall vinyl privacy fencing, tan in color are required. Refer to fencing detail attachment for style and color approved fencing. Reimbursement among property owners for installation of privacy fencing will occur within thirty (30) days and in accordance with the requirements of Title 35, Section 1 of Idaho Code. For lots 12 through 25, Block 1, and lots 7 through 12, Block 2, four foot (4') wrought iron fencing is required along the back of each lot.

3.5.2.7 **Solar Panels.** Solar panels and locations must be approved by the Design Committee prior to installation. Panels shall be commercially manufactured and well maintained. Solar panels shall not be visible from the front elevation of the home. Solar panels and associated hardware shall be an integral part of the design of the home. The color of solar panels shall be matching to shingles and shall be recess mounted (flush) into the roof structure with no visible piping.

3.5.2.8 **Mailboxes.** Mailboxes are not permitted on residential Building Lots. Community mailboxes will be provided by the Developer.

3.6 **Grading and Landscaping**

3.6.1 **Drainage and Grading.** All Building Lots shall be graded so that water will be retained within the property boundary of that Building Lot or a common area drain or drainage easement approved by the Design Committee. No Building Lot shall drain on to any other Building Lot or Common Area or a common area drain without a drainage easement and Design Committee approval. All drainage and detention facilities are required to comply with this obligation and shall be submitted for review.

3.6.2 **Compliance with Design Guidelines.** All landscaping shall comply with the landscaping requirements imposed under these Design Guidelines.

3.6.3 **Completion of Landscaping.** Within thirty (30) days after substantial completion or occupancy of the Unit located thereon, whichever is earlier, each Building Lot shall be fully landscaped in with a grading and landscape plan submitted to and approved by the Design Committee. The Design Committee shall have the discretion to extend the timing of completion of the landscaping of the Building Lot (to a date specified in writing to the Owner) if weather conditions preclude landscaping from being completed or if weather conditions may jeopardize the long term viability of the landscaping. If completion of the landscaping is so extended to a specific



date, then the Owner shall diligently proceed to complete such landscaping of the Building Lot.

3.6.4 **Irrigation.** An automatic underground sprinkler system shall be installed throughout each Building Lot and shall be connected to the Irrigation System if constructed in the applicable Phase. Each Owner shall install its own irrigation timing system to ensure automatic operation and shutoff and compliance with any required watering schedule.

3.6.5 **Required Landscaping Elements**

3.6.5.1 **Front and Side Yards.** Subject to the Architectural Committee’s prior approval of landscape plan submitted by Owner consistent with the Architectural Committee’s landscape guidelines, the front yard of each Building Lot, the rear year of each Building Lot and the side yard of each Building Lot must be landscaped and planted with sod within thirty (30) days of issuance of a Certificate of Occupancy for a residential home on any Building Lot, except between December 1st and March 1st, and then as soon thereafter as weather permits. Rear Building Lots on large Building Lots (over 16,000 square feet) can apply for a variance to use seed with Design Committee approval.

Landscaping in front, rear and side yards is required to follow the minimum standards, unless otherwise approved by the Architectural Committee:

- An automatic underground sprinkler system shall be installed throughout;
- Sod shall be laid throughout except for possible variance for back yards on large Building lots (over 16,000 square feet); and
- Trees shall be planted in front yards, corner yards and rear yards according to the following minimum Building Lot standards.

Tree Requirements

Deciduous trees shall be 3” caliper or larger and evergreen trees shall be 8’ high or higher and comply with the following minimum standards:

Trees	Building Lot Size 13,000 square feet and smaller	Building Lot Size 13,001 square feet and larger
Front Yard	2 trees, deciduous tree and evergreen tree	3 trees, at least 1 deciduous tree and 1 evergreen tree
Rear Yard	1 tree per 1,500 square feet of rear yard	1 tree per 1,500 square feet of rear yard