

Architectural
Control Agreement
for
Vistas at Water's Edge

March, 2007



**ARCHITECTURAL CONTROL AGREEMENT
FOR
THE VISTAS AT WATERS EDGE**

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INTRODUCTION

This Architectural Control Agreement (ACA) for The Vistas at Waters Edge is administered and enforced by the Architectural Committee in accordance with procedures set forth in this document and the Declaration of Covenants, Conditions, Restrictions and Maintenance Agreement for The Vistas at Waters Edge (CC&R).

The purpose of the Architectural Committee is to achieve and maintain the aesthetic goals of the Declarant in order to implement, protect and further the common plan and scheme of development contemplated by this Declaration. The function of the Committee is to review and act upon any request for approval of Improvements submitted by an Owner in order to ensure compliance with the building restrictions and other requirements of the CC&R and the ACA. The Committee shall also have the right to inspect projects during the course of construction and upon completion of the project to make sure all Improvements conform with the Owner's plans and specifications as approved by the Committee. It is not the purpose of the Architectural Committee to deprive any individual Owner from having a home of unique design and quality, but rather to protect The Vistas at Waters Edge developments, as a whole, against non-conforming designs or construction that is substandard in quality. Therefore, the Architectural Committee, in accordance with Section 1.10 below, may grant exceptions or variances to any of the restrictions contained in the Minimum Construction Standards after the requesting Owner has made proper written application. Only written variances shall be granted.

This document may be amended and supplemented by the Architectural Committee. Before submitting plans, the Owner or their representative is required to contact the Architectural Committee to obtain and review a copy of the current Architectural Control Agreement.

The building requirements and limitations contained in this Architectural Control Agreement are not intended to usurp any standards, limitations or requirements established by the County of Teton and either existing now or imposed by future ordinance or regulation. Instead, these restrictions are intended to supplement those County standards in furtherance of the common plan and scheme of development of The Vistas at Waters Edge.

ARTICLE I
Architectural Committee

Section 1.01. General Statement Regarding Approval of Improvements and Standards for Approval. Prior to commencing construction or installation of any substantial improvement within The Vistas at Waters Edge, the Owner planning such Improvement must submit to the Architectural Committee a written request for approval. The Owner's request shall include elevations, specifications, landscaping and plot plans conforming to the requirements imposed by Architectural Control Agreement for The Vistas at Waters Edge.

Approval or disapproval of the Owner's requested improvement shall be based on a finding by the Architectural Committee that the proposed Improvement (a) conforms with the Governing Documents and the Architectural Rules as may be adopted from time to time by the Association; (b) will be in harmony with external design of other Structures and/or landscaping within The Vistas at Waters Edge; and (c) will not unreasonably interfere with the enjoyment of any other Owner of his or her property, including, without limitation, the rights of other Owners to enjoy scenic and solar access free of unreasonable obstructions.

The building requirements and limitations of Article II below are not intended to usurp any standards, limitations or requirements established by the County of Teton and either existing now or imposed by future ordinance or regulation. Instead, these restrictions are intended to supplement those County standards in furtherance of the common plan and scheme of development of The Vistas at Waters Edge.

Section 1.02. Committee Members, Organization and Term. Until the property is sold out to 90%, Packsaddle Properties, LLC, shall have the right to appoint the members of the Architectural Committee. After the property is sold out to 90%, the Architectural Committee shall consist of three persons appointed by the Board of Directors from among the Owners of Lots in the development. Reasonable efforts shall be made by the Board to appoint persons to serve on the Architectural Committee who are actively engaged and/or experienced in land development, land planning, architecture, engineering or such other associated fields as would lend background experience to such persons to responsibly judge the intent of these restrictions and the conformity of submitted plans and specifications to the development plan and scheme of The Vistas at Waters Edge. The term of each member of the Architectural Committee shall be a period of two years for two of the members, and one year for the third member. If any member is removed or resigns prior to the expiration of his or her term, then the replacement member shall fill out the term of the leaving member.

Section 1.03. Action by the Architectural Committee. The Architectural Committee will review plans and specifications submitted in accordance with Sections 1.04 and 1.05 below. Any approval of plans and specifications by the Committee must be in writing; provided, however, that if no notice of rejection is received by the Owner within thirty (30) days of the date the Committee receives a request for approval in substantial compliance with Section 1.04 and 1.05 below, the proposed Improvement project shall be deemed to be approved. All decisions of the Committee will be final upon the Committee's written approval or rejection. Applicant shall have the right to appeal a decision to the Board of Directors from among the

Owners of Lots in the development with a two-thirds majority necessary to overcome the decision of the Committee.

The action or inaction of the Committee or its agents, when the Committee is exercising its discretion in enforcing this Declaration in good faith, shall not be a basis for damages to any Owner herein, or any other person, nor shall any such action or inaction by the Committee or any member of the Committee or their officers or agents, individually or collectively, constitute a cause of action for damages or equitable relief to any Owner herein or any other person. The Committee or any member of the Committee, or its agents, acting singularly or together, shall not be responsible for any loss or damage, or be liable in any other way for any errors or defects, either latent or patent, in the plans and specifications submitted for approval, or any building structure or drainage courses or systems erected or constructed in accordance with such plans and specifications. Committee approval of an Owner's plans shall not constitute a representation, warranty or guarantee whether expressed or implied, that such plans and specifications comply with good engineering design or with zoning or building ordinances, or other governmental regulations or restrictions.

Section 1.04. Submission of Preliminary Plans. The Owner of any Lot upon which construction is contemplated shall submit to the Committee (first step) one set of preliminary working drawings or plans, per committee member, which shall consist of a plot plan, floor plan and elevation. Upon review, the committee may request additional drawings for clarification. The purpose of this preliminary review is to expedite the final review process by identifying potential problems and concerns at an early stage in the improvement process when alterations or modifications in plans should not be difficult or costly. The Architectural Rules may contain provisions exempting minor Improvement projects and/or landscaping projects from the requirements of this Section 1.04.

Section 1.05. Submission of Final Plans and Specifications. Prior to proceeding with work on grading, construction, or landscaping approval of the preliminary plans (first step), one set, per committee member, of final plans and specifications shall be submitted to the Committee for final approval (second step). Such plans and specifications shall describe in detail the floor plan, elevations, use of materials, heights and dimensions, site placement, exterior color schemes, grading, drainage, access, landscaping and patio plans and any other pertinent data as may be required to fully illustrate the intended design, construction and use of the proposed structure. Physical samples of exterior materials and colors shall be submitted for approval if required.

Before giving any final approval, the Committee may require the plans and specifications to be modified as to design, size, location, use of materials or modification of proposed exterior color schemes and may condition approval on implementation of such modifications. The approval by the Committee shall not relieve the Owner from complying with any requirements of any public authority having jurisdiction. Committee approval of any plans or specifications shall not be deemed to be a waiver by the Committee of its right to object to any of the features or elements embodied in such plans and specifications if and when the same features or elements are embodied in any subsequent plans or specifications submitted for approval at other building sites.

Section 1.06. Proceeding With Work. Upon receipt of approval from the Architectural Committee (third step), the Owner shall, as soon as practicable, satisfy all conditions thereof and diligently proceed with the commencement of construction pursuant to said approval and, in all cases, complete construction within two years from the date of such commencement of construction or such earlier period as may reasonably be prescribed by the Committee as a condition to plan approval. Prior to the commencement of construction, the Owner shall pay a nonrefundable \$3,000 fee to The Vistas at Waters Edge Owners' Association Reserve Fund to mitigate the impact of such new construction on the infrastructure of the subdivision. In the case of building improvements the requirements of this Section shall be deemed to have been met if the Owner has completed construction of the building's foundation and all exterior surfaces (including the roof, exterior walls, windows and doors) within one year of the date of Architectural Committee approval.

If the Owner fails to comply with this Section, any approval given pursuant to this Article I shall be deemed revoked unless, upon written request of the Owner made prior to the expiration of the initial two year period, the Architectural Committee extends the time for commencement or completion. No such extension shall be granted except upon a finding by the Architectural Committee that there has been no change in the circumstances upon which the original approval was granted and that the Owner has a bona fide intention and ability to complete the project(s) within the time allowed by the requested extension.

Section 1.07. Failure to Complete Work. Unless the Owner has been granted an extension of time to complete the project by the Architectural Committee or, completion is rendered impossible or would result in great hardship to the Owner due to strikes, fires, national emergencies, natural calamities, acts of God, or other factors beyond the control of the Owner or his or her agents, the Association shall proceed in accordance with the provisions of Subparagraph 1.08(c), (d) and (e) below, as though the failure to complete the Improvement project was a noncompliance with approved plans.

Section 1.08. Inspection of Work by Architectural Committee. Inspection of the work relating to any approved improvement and correction of defects therein shall proceed as follows:

- a. During the course of construction of Improvement projects, members of the Architectural Committee shall have the right to inspect the exterior construction at any reasonable time to confirm that construction is proceeding in accordance with the approved plans and specifications and any applicable Architectural rules. Neither the Committee nor any authorized agent, acting in good faith, shall be deemed guilty of, or liable in any manner for trespass while inspecting property for such purposes.
- b. Upon the completion of any work for which Architectural Committee approval is required under this Article, the Owner shall give the Architectural Committee a written notice of completion.

- c. Within thirty (30) days of receipt of a written notice of completion, the Architectural Committee, or its duly authorized representative, may inspect the Improvement to determine whether the project was constructed, reconstructed, altered or refinished in substantial compliance with the approved plans and any applicable Architectural Rules. If the Architectural Committee finds that the Improvement was not done in substantial compliance with the approved plans, then the Committee shall give the Owner a written notice of noncompliance within the 30-day inspection period detailing those aspects of the project that must be modified, completed or corrected.
- d. If the Owner fails to remedy any noncompliance within thirty (30) days from the date of receipt of a notice of noncompliance, the Architectural Committee shall notify the board of Directors of the Association in writing of such failure. The Board shall then set a date on which a hearing before them shall be held regarding the alleged noncompliance. The hearing date shall be not more than thirty (30) days nor less than fifteen (15) days after the notice of the noncompliance is given by the Association to the defaulting Owner and the Architectural Committee and, in the discretion of the Board of Directors, to any other interested party.
- e. At the hearing, the Owner, a representative(s) of the Architectural Committee, and any other interested Owner, may present information relevant to the question of the alleged noncompliance. After considering all such information, the Committee shall determine whether there is a noncompliance and, if so, the nature thereof. If it determines a noncompliance exists, the Committee shall require the Owner to remedy or remove the non-complying elements of the project within such period or within any extension of such period as the Committee in the reasonable exercise of its discretion may establish. If the Owner fails to take corrective action within 30 days, the Association may either remove the non-complying Improvement or remedy the noncompliance and, in either case, the Owner shall reimburse the Association for all expenses reasonably incurred to enforce this Declaration. In addition to the foregoing, this Declaration shall be deemed to vest the Association with the right to bring a proceeding in equity to enforce any provision hereof or any decision of the Architectural Committee if the Owner fails to take corrective action after having a reasonable opportunity to do so.
- f. If for any reason the Architectural Committee fails to notify the Owner of any noncompliance within thirty (30) days after receipt of the Owner's notice of completion, the Improvement shall be deemed to have been constructed in accordance with the approved plans.

Section 1.09. Non-Waiver and Absence of Liability. The approval by the Architectural Committee of any plans, drawings or specifications for any work done or proposed, or for any other matter requiring the approval of the Architectural Committee under this Declaration, or any waiver thereof, shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, specification or matter subsequently submitted for approval by the

same or some other Owner.

Section 1.10. Variances. The Architectural Committee, in its sole discretion, shall be entitled to allow reasonable variances of any procedures specified in this Article or of any minimum construction standards specified in Article II below, in order to overcome practical difficulties, avoid unnecessary expense or prevent unnecessary hardships, provided the following conditions are met:

- a. If the requested variance will necessitate deviation from, or modification of, a property use restriction that would otherwise be applicable under this Declaration, the Architectural Committee must conduct a hearing on the proposed variance after giving at least ten (10) days prior written notice to all Owners. Any Owner may attend such a hearing and shall be entitled to comment on the requested variance.
- b. The Architectural Committee must make a good faith written determination that:
(i) the requested variance does not constitute a material deviation from any restriction contained herein or that the proposal allows the objectives of the violated requirement(s) to be substantially achieved despite noncompliance; or (ii) that the variance relates to a requirement imposed by this Declaration or the Architectural Rules that is unnecessary or burdensome under the circumstances; or (iii) that the variance, if granted, will not result in a material detriment or create an unreasonable nuisance with respect to any other Lot, Commonly Maintained Areas, or Owner within The Vistas at Waters Edge.
- c. A variance granted with respect to an Improvement project on any particular Lot shall not necessarily entitle any other Owner to receive the same or any similar variance with respect to an Improvement proposed for any other Lot. Instead, the granting of variances shall depend on the particular facts and circumstances of each case submitted for consideration.

Section 1.11. Architectural Rules. The Architectural Committee may, from time to time, by majority vote of the Architectural Committee, and with majority approval of the Board of Directors of The Vistas at Waters Edge Owners' Association, adopt, amend and repeal, the rules and regulations of this Architectural Control Agreement. Said rules shall interpret and implement the provisions of this Agreement by setting forth the standards and procedures for Architectural Committee review and guidelines for architectural design, placement of any work of improvement or color schemes, exterior finishes and materials and similar features which are recommended for use in Improvement projects within The Vistas at Waters Edge; provided, however, that said rules shall not be in derogation of the Declaration of Covenants, Conditions, Restrictions and Maintenance for The Vistas at The Waters Edge. In the event of any conflict between the Architectural Control Agreement The Declaration of Covenants, Conditions, Restrictions and Maintenance for The Vistas at Waters Edge, the provisions of the Declaration of Covenants, Conditions, Restrictions and Maintenance for The Vistas at Waters Edge shall prevail. The Architectural Control Agreement may contain provisions modifying or waiving the requirements of Sections 1.04 and 1.05, above, in the case of minor projects that do not merit the

preparation of detailed plans.

ARTICLE II

Minimum Construction Standards

The following minimum construction standards shall govern any residential construction within The Vistas at Waters Edge:

Section 2.01. On Site Construction.

- a. Set Backs. All residences shall have minimum set backs of 30 feet in the front, 30 feet at the sides and 40 feet in the rear of all Lots, and be within the building envelopes as described in the recorded plot plan.
- b. Location on Lots. The location of the structure or structures on the building site and the landscaping shall bear such an overall relation to the adjacent properties as to create an aesthetically pleasing overall appearance and be within the defined building envelopes per the recorded plot plan.
- c. Lot Coverage. The Architectural Committee must approve the Lot coverage of any proposed structural Improvement, including location and footprint of all Structures.
- d. Fences. The only fencing allowed in the subdivision shall be along the front lot boundary line and streetscape. All front fences shall conform to the Fencing and Landscape exhibit provided Architectural Committee. The Architectural Committee shall, prior to installation, approve all fencing. Chain link fences shall not be permitted, with the exception of dog runs.

In order to maintain the open space look and feel of the subdivision, no side or rear boundary fencing shall be allowed. Dog runs [500 square feet maximum], and/or electric fencing are allowed for pets, but must be kept within 10 feet of the residence and out-of-sight from subdivision roads. Maintenance for fencing common to both the Owner and Commonly Maintained Areas shall be the responsibility of The Vistas at Waters Edge Owners' Association.

- e. Landscaping. Landscaping plans shall be submitted to the Architectural Committee along with the Owner's plans and specifications, and must be approved in writing by the Committee prior to the commencement of any construction or site preparation. Landscaping shall be installed around each residence in the front, side, and rear yard areas within a reasonable time after the completion of the residence. Landscaping installed in the easements along the roadways of The Vistas at Waters Edge, including the location, style, material, height and function thereof, shall conform to the prior approved "Landscaping" exhibit to maintain a common scheme for the subdivision. Landscaping shall be maintained in a neat and orderly condition at all times after installation so as to

present a pleasing appearance to the Owners and occupants of other residences in The Vistas at Waters Edge. All approved landscaping must be completed within sixty (60) days after a notice of occupancy has been filed with the County for the Owner's residence and, in the event that the landscaping cannot be completed due to winter weather conditions, Architectural Committee may, in its discretion, require an Owner to post a bond in an amount not to exceed Five Thousand Dollars (\$5,000) in lieu thereof, in order to ensure the Owner's timely completion of the landscaping work by July 1 of the upcoming summer. Owners shall plant and maintain a landscape area of at least the minimum set backs, front, side, and rear as per Section 2.01(a). Landscaping irrigation by culinary well water shall be limited to .5 (1/2) acre inclusive of the Owner's residence. Landscaping outside of the aforementioned .5 (1/2) acre shall be maintained by secondary irrigation. Landscaping is measured from structure, walks, driveways, or apparatus, whichever is greater.

The Association, acting on behalf of the Owners collectively, hereby reserves the right at all times, in accordance with Section 10.04 of the Declaration of Covenants, Conditions, Restrictions and Maintenance, for The Vistas at Waters Edge, and upon written or visual evidence of any implanted or inadequately maintained vacant or improved building site, to enter in or upon said building site after reasonable notice to the Owner to plant, cut or replant, trim, remove, replace and/or maintain ledges, trees, shrubs and flowers within said building site and/or to keep cultivated and/or remove plants on any portion of the Lot, and to charge the cost thereof to the Owner. In accomplishing the purposes of this paragraph, the Association and its agents shall not be deemed guilty of any manner of trespass. In the event the Association enters in or upon said building site to make any of the improvements mentioned above, the Association specifically reserves the right to make a special Assessment for the improvement for the offending owner. The owner shall reimburse the Association for the special Assessment within 30 days of notice of the Assessment to the owner. After 30 days, the special Assessment shall become a delinquent Assessment under Section 7.01(c) of the Declaration of Covenants, Conditions, Restrictions and Maintenance, for The Vistas at Waters Edge.

- f. Lighting. Lighting must conform to Teton County Subdivision Ordinance 9-4-12. The aforementioned ordinance shall apply to all outdoor lighting for buildings, structures, recreational areas, parking lots, landscape lights, sign lighting and other outdoor lighting within The Vista at Waters Edge subdivision. Street lighting is not required and is discouraged in areas that are naturally dark. Exterior lighting brighter than a 60-watt incandescent light shall be shielded so that no light is projected above the horizontal, and the light source shall be diffused or shielded so that it cannot be seen from public areas or roadways or any other property. Specifically:
- a. Motion sensor lights are encouraged.
 - b. Floodlights shall not shine directly onto roadways or other lots or properties.

- c. Lights on private property shall be set back from the property line at least three times the height of the lamp above grade.
- g. Driveways. Each lot is allowed one sixteen-foot access to the subdivision road for the purpose of constructing a driveway for access to the lot. Circular driveways may be allowed with express written approval of the Architectural Committee.

Section 2.02. Basic Structural Requirements.

- a. Type and Character of Design. The Vistas at Waters Edge is a Custom home subdivision and all construction shall be of "Custom Quality". The exterior design of all building improvements shall in all cases be subject to final approval by the Architectural Committee. Wood shall be the dominant theme. No prefabricated homes shall be allowed to be built other than those of natural log, "Log Custom Home" and those shall have a minimum log diameter of 9 inches. Exterior design in each case shall be compatible with the overall scheme and design of The Vistas at Waters Edge. All garage structures shall also have wood/rock exteriors.
- b. Colors. All exterior colors, textures and materials, including roof materials, must be adequately described in the plans and specifications (with an indication where the colors will be used upon the finished dwelling) and approved in writing by the Committee prior to initiation of construction, colors authorized must blend with the natural surroundings of the area and should not be bright or intrusive in nature. Color samples shall be submitted to the Committee along with the plans and specifications. The Committee is authorized to maintain a chart of approved colors.
- c. Residence Size Requirements. No residence shall be erected on any Lot having total floor area of the main structure, exclusive of open porches, garages, patios, exterior stairways and landings, of less than 2,200 square feet. In the event a residence has more than one story, the ground floor area shall have at least 1,500 square feet.
- d. New Materials and New Structures Only. No second hand materials shall be used in construction of any building or structure without the prior written approval of the Architectural Committee. No buildings of any kind shall be removed from any other place to any building site, or from one building site to another.
- e. Garages. Each residence shall have at least a two (2) car garage which may be either of an attached or detached design. All garages shall have adequate surfaces abutting them for maneuvering in and out of garages. Preferred garage location is on the side, back or detached from the residence, not facing the street.

- f. Painting. All exterior wood and manufactured surfaces with the exception of roofing, brick, or masonry shall be painted or stained. In order to maintain external, aesthetic harmony within The Vistas at Waters Edge, the Architectural Committee shall approve the colors of any exterior wall surface of any Structure or Improvement.

- g. Roof Design, Pitch and Materials. Flat roofs or rock roofs shall not be permitted with the exception of dormers. The roofing materials shall consist of one of the following: fire retardant wood shingles, metal, slate or fire retardant heavy or medium split cedar shakes, or high-definition fiberglass shingles. Some composition roof materials may be allowed by the Committee. Owners may submit other types of roofing materials for review and approval by the Architectural Committee in its sole discretion.

- h. Licensed Contractor. A general contractor licensed under the laws of the State of Idaho shall oversee all construction on all residence structures.

Section 2.03. Alterations, Additions, Remodeling, Redecoration of Exterior Portions of Structure. No alterations or additions to any exterior design or any color of any structure shall be made without the prior written approval of the Architectural Committee. The materials used for any such approved alteration must be in harmony with and complement the original building or buildings. No approval is required to repaint or re-stain any structure with the same color scheme as previously used and approved by the Committee.

DATED this ____ day of _____, 2007.

THE VISTAS AT WATERS EDGE SUBDIVISION

By _____
 Craig Smith, Managing Member

By _____
 William Jahn, Managing Member

By _____
 Brent Tregaskis, Managing Member