

Architectural Committee Rules and Standards

Architectural Control Rules

Section 1.1. Approval Required. No construction, alteration, modification, removal or destruction of any Improvements of any nature whatsoever, whether real or personal in nature, shall be initiated or be permitted to continue or exist within the Property without the prior express written approval of the Architectural Committee ("AC").

Section 1.2. Basis of Approval. Approval by the AC shall be based, among other things, on the AC Rules AC Standards, the adequacy of the Lot dimensions: conformity and harmony of external design with the neighboring Improvements, the effect of location and use of Improvements on neighboring Lots: operations and use's; relations to topography, grade, finished ground elevations and landscaping of the Lot being improved to that of neighboring Lots: proper facing of the main elevation with respect to nearby streets; and the conformity of the plans and specifications to the purpose and general plan and intent of the Master Declaration.

Section 1.3. Variances The AC may authorize variances from compliance with the requirements of any conditions and restrictions contained in the AC Rules, AC Standards or any prior approval when, in the sole discretion of the AC, circumstances such as topography, natural obstructions, aesthetics or environmental considerations or hardship may so require. Such variances must be evidenced in writing signed by at least three members of the AC.

If a variance is granted as provided herein, no violation of the AC Rules or AC Standards or prior approval shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of the AC Rules or AC Standards for any purpose except as to the particular subject matter of the variance thereof and the specific Lot covered thereby.

The AC shall have the right to consider and grant a variance as herein provided either with or without notice to other Owners or a hearing of Owners thereon.

Section 1.4. Application. To request AC approval for the construction, alteration, modification, removal or demolition of any Improvements within the Property, the Owner shall submit a written application in a form required by the AC which must be signed by the owner and contain all information requested and be accompanied by all other material to be submitted as hereafter provided. Applications shall be delivered to the offices of the Association where they will be affixed with a time and date stamp upon receipt.

All applications must contain, or have submitted therewith, the following material (collectively called "plans and specifications") prepared in accordance with acceptable architectural standards and submitted with the application form, if any, approved by the AC:

- (a) **Site Plan.** A site plan showing the location of the Building (s) and all other structures and Improvements including fences and walls on the Lot, Lot drainage and all set backs, curb cuts, driveways, parking areas and other pertinent information relating to the improvements.
- (b) **Building Plan.** A building plan which shall consist of preliminary or final blue prints, elevation drawings of the north, south, east and west sides, and detailed exterior specifications which shall indicate, by sample if required by the AC, all exterior colors, materials and finishes, including roof to be used.
- (c) **Landscape Plan.** A landscape plan for portions of the Lot to be landscaped which shall show the location, type and size of trees, plants, ground cover, shrubs, grading, drainage, sprinkler system, fences, free-standing exterior lights, driveways, parking areas and walkways.

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1 The AC may, in its discretion, require the Owner to furnish additional specifications, drawings, material
2 samples or such other information as the AC, in its sole discretion reasonably exercised, shall deem
3 necessary or convenient for the purpose of assisting the AC in reviewing and processing the application.
4

5 The AC shall have the right to require an Owner submitting an application for approval of plans and
6 specification to pay a fee of \$100 at the time the application is submitted. In addition to the amount of
7 such fee, the AC shall have the right to recoup any reasonable and actual expenses of the AC, in reviewing
8 and processing the application. The AC shall not be obligated to commence the review and processing of
9 an application until such fee, if required, is paid.
10

11 **Section 1.5. Decision.** In reviewing the application and the materials submitted therewith and in reaching
12 a decision thereon, the AC shall use its best efforts and judgment to assure that all Improvements shall
13 produce and contribute to an orderly and aesthetically complementary design and appearance and be of the
14 quality required to maintain Armstrong Park a first class development.
15

16 Unless extended by mutual consent of the Owner and the AC, the AC shall render its decision with respect
17 to an application within forty-five days after the receipt of a properly submitted, complete application. The
18 decision of the AC can be in the form of an approval, a conditional approval or denial. The decision of the
19 AC shall be in writing, signed by all members of the AC, dated and a copy thereof mailed to the Owner at
20 the address shown on the application. As a condition to any applications requiring submission of additional
21 information, documentation or alteration to plans at the request of the AC so as to meet the requirements of
22 the Architectural Control Rules, the AC shall have the right to extend the time required for a decision the
23 application. Such extensions shall not exceed 14 days, per occurrence, from the time the AC receives the
24 resubmitted materials.
25

26 A conditional approval shall set forth with particularity the conditions upon which the application is
27 approved and the Owner shall be required to affix a copy of said conditions to the working drawings or
28 blueprints which are to be kept on the job site during the entire course of the work to which said plans
29 relate.
30

31 A denial of an application shall state with particularity the reason for such denial.
32

33 **Section 1.6. Inspection and Complaints.** The AC is empowered to inspect all work in progress on any
34 Lot at any time. Such inspections shall be for the purpose of determining whether the Owner is proceeding
35 in accordance with the approved application or is deviating therefrom or is violating the Declaration, AC
36 Rules, AC Standards or the approved plans and specifications.
37

38 The AC is empowered to receive from other Owners (Complainant) complaints in writing involving
39 deviations from approved applications or violations of the Declaration or any applicable AC Rules or AC
40 Standards. In the event the AC receives such a complaint from a Complainant, it shall first determine the
41 validity of such complaint by inspection or otherwise.
42

43 Should the AC determine that there has been a deviation or a violation, it shall promptly issue a notice in
44 writing thereof to the Owner and to the Complainant, which notice will specify the particulars of the
45 deviation or violation and shall demand that the Owner conform to either or both of the following
46 directives:

- 47 a. The Owner shall immediately cease the activity which constitutes a deviation or
48 violation.
- 49 b. The Owner shall adhere to the corrective measures set forth in the written notice.
50

51 Should the AC determine there has been no deviation or violation, it shall promptly issue a notice of such
52 determination to the Owner and the Complainant.
53

54 **Section 1.7. Hearing.** An Owner submitting an application under Section 1.4. above, or served with a
55 written notice of deviation or violation, or a Complaint, shall have the right to request to be heard at a
56 hearing held by the ACC for the purpose of presenting facts and information to the AC. Such hearing must

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1 be requested by such party within ten days from the date the written notice of the decision of the AC is
2 mailed to the Owner (and Complainant) as evidenced by the records of the AC. The hearing shall be held
3 within ten days following receipt by the AC of the request for a hearing, unless the AC shall extend said
4 period of time because of the unavailability of AC members. A hearing may continued by the AC for the
5 purpose of further investigation or to receive additional evidence. Upon completion of the hearing, the AC
6 shall issue a written opinion to the involved parties within ten business days thereafter which opinion shall
7 set forth the findings of the AC with respect to the matters at issue and shall affirm , modify or rescind its
8 previous decision as contained in the original written notice. If the AC incurs any costs or expenses in
9 connection with the investigation, processing or hearing on a matter involving a deviation or violation,
10 including the costs of retaining a consultant to advise the AC legal fees, such costs shall be paid by the
11 Complainant unless an Owner is found to be in violation, in which event, such Owner shall pay all costs.
12 The payment of such costs shall be enforceable as provided in Section 1. 9. Below.
13

14 **Section 1. 8. Appeal.** Either an Owner or a Complainant shall have the right to appeal to the Board a
15 decision of the AC on an application with respect to the conditions imposed thereon or a denial thereof, or a
16 decision of the AC adverse to the Owner or the Complainant reached following a hearing held pursuant to
17 Section 1. 4. Above, provided, however, that neither an Owner or a Complainant shall be entitled to such
18 an appeal with respect to deviations or violations unless said Owner or Complainant has participated in the
19 AC hearing.
20

21 A notice of appeal shall be in writing and shall be delivered by mail to the Secretary of the Board within ten
22 days from the date of the decision by the AC. Said notice of appeal shall be dated and shall contain the
23 name of the Owner and the Complainant , if any, and a copy of the written decision or determination of the
24 AC. The failure of an Owner or Complainant to appeal a decision of the AC in the manner and within the
25 time herein provided shall terminate all rights of said Owner or Complainant to appeal said decision and it
26 shall be binding and enforceable.
27

28 The Board shall fix a date for the hearing of such an appeal which date shall be no later than ten days from
29 the date of receipt of a notice of appeal unless extended by the Board because of the unavailability of Board
30 members. The Owner and Complainant, if any, shall be advised of the time and place of the hearing by a
31 mailed written notice. Written notice of time and place for hearing shall also be served by mail upon each
32 member of the AC.
33

34 The Board may require the Owner or Complainant to provide additional information to facilitate the
35 Board's decision and the failure of such party to comply promptly with such request shall entitle the Board
36 to deny the appeal, in which event the decision by the AC shall be considered final and not subject to
37 further appeal.
38

39 At the hearing the Owner, Complainant, if any, and the AC together with their representatives and other
40 witnesses, shall present their position to the Board. The order of presentation and the evidence to be
41 admitted shall be solely within the discretion of the Board provided, however, that the Owner, the
42 Complainant, if any, and the AC shall have the opportunity to question and cross-examine witnesses
43 presented by the other. The Complainant, if any, and the AC will have the opportunity to present final
44 arguments consistent with the rules adopted by the Board for such hearing process. Any party may be
45 represented by an attorney at any hearing by the AC or the Board.
46

47 Upon receiving all of the evidence, oral and documentary, and following the conclusion of the hearing, the
48 Board shall retire to deliberate and shall reconvene at a time and place determined by the Board, at which
49 time the Board shall cast its official ballot and the decision shall be duly recorded in the minutes of the
50 meeting. The Owner, the Complainant, if any, and the AC members shall be given written notice of the
51 decision which shall be deemed given when deposited in the United States mail, postage prepaid and
52 properly addressed.
53

54 If the Board incurs any costs or expenses in connection with the investigation, processing or hearing on
55 appeal, including the costs of retaining a consultant to advise the Board, and legal fees, such costs shall be
56 paid by the party (s) filing the appeal unless the decision by the Board constitutes a substantial reversal of

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1 the decision of the AC, in which event such costs shall be paid by the Association. If the party filing the
2 appeal is obligated to pay such costs, payment of the same shall be enforceable as provided in Section 1.9.
3 below.

4
5 **Section 1.9. Enforcement** The AC, upon approval by the Board, shall be authorized on behalf and in the
6 name of the Association, to commence such legal or equitable proceedings as are determined by it to be
7 necessary or proper to correct or enjoin any activity or condition existing within the Property, the
8 continuation of which violates the provisions of the Declaration, The AC Rules, AC Standards or the
9 approved plans and specifications.

10
11 The AC shall not commence such legal or equitable proceedings until a written notice of the deviation or
12 violation has been appropriately prepared and given to the Owner but thereafter the AC shall have the sole
13 discretion to commence such proceedings.

14
15 The authority of the AC as herein provided shall include the power to retain legal counsel and expert
16 witnesses, pay filing fees, deposition costs, witness fees and all other ordinary and necessary expenses
17 incurred in commencing and carrying out said legal or equitable proceedings, all of which costs shall be
18 paid by the Association.

19
20 In the event the Ac and or Association shall prevail in any such legal or equitable proceedings, all costs and
21 expenses incurred in connections therewith including, but not Special to, attorneys fees shall be reimbursed
22 to the Association by the Owner against whom said proceedings are filed and upon the failure of said
23 Owner to reimburse the Association within five days after written demand therefor is mailed to the Owner,
24 the Association shall have the right to lien a Special Assessment against the Owner and Lot owned by the
25 Owner which Assessment shall be equal to said costs and expenses incurred plus any additional costs and
26 expenses incurred in levying the Assessment. Said Special Assessment shall be due and payable at such
27 time or in such installments as may be determined by the Board, in its sole discretion. The failure of the
28 Owner to pay said assessments, or any installment thereof when due, shall be enforceable in the manner
29 provided in Article 6.5 of the Declaration.

30
31 **Section 1.10 Additional Damages.** In addition to the costs and expenses to be reimbursed by the Owner
32 or the Complainant, all other costs, expenses and damages determined by the Board to be proximately
33 caused by the deviation or violation or the costs and expenses incurred by the Association to correct the
34 same shall be assessed as a Special Assessment against the Owner and the Lot owned by said Owner, or the
35 Complainant and the Lot owned by the Complainant, as the case may be, which Special Assessment shall
36 be due and payable at such time or in such installments as determined by the Board, in its sole discretion.
37 The right of the Board to enforce said Special Assessment shall be the same as provided in Article 6.5 of
38 the Declaration.

39
40 **Section. 1. 11 Non-Exclusive Remedy.** The right of the Association to levy a Special Assessment as
41 described in Sections 1.9 and 1.10 above, shall not be deemed to be an exclusive remedy of the Association
42 and it may, in its sole discretion, without waiver or any other legal or equitable remedy, pursue
43 enforcement of the lien of said Special Assessment (s), proceed to collect any amount due directly from the
44 owner and or pursue any other remedies available at law or equity.

45
46 **Section 1.12 Private Rights.** The association shall not have the right to mediate or litigate private
47 disputes between Owners where there is a legal or equitable remedy available to resolve said dispute when,
48 in the sole discretion of the Board, the interests of the Association or substantial number of the Owners
49 would not be benefited thereby.

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Architectural Control Standards

Article I

Introduction and Policy

Section 1.1. Pursuant to Article A of the Declaration of Covenants, Conditions, Restrictions for Armstrong Park Subdivision as recorded, these guidelines are adopted to preserve the unique and prestigious identity of the Armstrong Park Subdivision and to provide for the continuity of design, materials, landscaping and other improvements to be constructed in the community. All requirements of Article A of the CC&R's are incorporated herein by reference.

Section 1.2. The architectural Committee AC has been established to encourage design excellence through application of these guidelines to site planning, architecture and landscaping. Without unduly inhibiting freedom of individual expression, the AC shall approve those improvements, which are compatible with the basic design theme of Armstrong Park, with design elements incorporating the use of wood, stone and other materials blending with the natural vegetation of the area.

Section 1.3. The AC's evaluation and review will consider size, design, view, effect on other property owners, disturbance of existing terrain, adjacent parking, location with respect to the designated set-back requirements, color, and other relevant factors.

Article II

Architectural Committee Authority

Section 2.1. Each owner as defined in the CC&R's must procure the AC approval of plans for new construction, site improvements, landscaping and all modifications thereof, prior to beginning construction. The committee shall be entitled to a fee not to exceed \$100. to cover its operating expenses in reviewing each submittal, including a Certified Engineers review if deemed necessary by the AC.

Section 2.2. The owner must submit building plans to the AC and begin construction within three months after plan approval, and complete construction within nine months after commencing construction. The AC may grant a variance to this requirement if completion is rendered impossible or would result in great financial hardship to owner due to strikes, fires, national emergencies, natural calamities or other supervening forces of God or nature beyond the reasonable control of the owner or his agents. Failure to act within these time frames shall void any AC plan approval.

Section 2.3. The AC consists of four members. A majority vote will be required for design approval. Signatures must be affixed on all approved plans. Records of approval shall be kept on file with the Secretary of the APHA.

Section 2.4. As changes in building materials, methods of construction, design concepts and governmental regulations may occur, the AC may enact revisions to the form and content of these guidelines and adopt such modifications as it deems appropriated. No owner obtains any vested right based on guidelines in effect when the Lot was acquired, as opposed to those in effect when his first submittal is made.

Section 2.5. The AC recommends that submittals be made with preliminary plans for the preliminary review and evaluation prior to the preparation of final plans. This procedure will often save the owner expense and delay in the final working plans.

Section 2.6. The AC, in accordance with the CC&R's may grant an owner a variance from any guideline, only if a physical condition exists that makes strict compliance a physical impracticability or creates a material economic burden on an owner. The owner who applies for such variance has the burden of proof of hardship and shall offer evidence in support of his application to support an AC finding that: The variance is appropriate to the location for the building or improvement on the particular Lot and the

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1 immediate neighborhood: the variance is consistent with the policy set forth throughout these guidelines:
2 and, that the variance will not materially adversely affect the character of the neighborhood or any adjacent
3 property owner. A desire to utilize less costly materials than prevailing in the immediate vicinity are not
4 grounds for variances.
5

6 **Section 2.7.** The following requirement apply to and during the construction phase:
7

8 A Surplus soil and other excavated debris shall be promptly removed from the building site. Blowing dust
9 from grading must be controlled by watering. Excessive noise (including workmen's radios) is prohibited.
10 Work Hours shall be from 6 Am to 8 Pm, Monday to Friday, 8am to 8pm Saturdays and Sundays.
11

12 B. The Lot must be kept weed free and clear of construction debris and other waste.

13 C. All construction activity shall be contained on the Lot for which a building permit has been issued.
14 Access to the Lot shall be only from the approved road abutting the site. Any common area, adjacent
15 lots, or roads damaged during construction shall be properly restored to their original condition to the
16 satisfaction of the AC.

17 D. Temporary living quarters for workmen or the owner will not be permitted.

18 E. Permanent water connections and temporary enclosed chemical toilets must be available during all of
19 construction. Chemical toilets should be located downwind from neighbors (if possible) and must be
20 removed within thirty days after completion of the permanent building.
21
22

Article III

Restrictions

Section 3.1. Use.

27 In additional the use restrictions contained in the CC&R's, the following are strictly prohibited:

- 28 a. Accessory structures such as doghouses, storage sheds, etc. may not be constructed prior to
29 the main residence.
- 30 b. Exterior lights which flood a building or illuminate adjacent properties.

Section 3.2. Size

32 As per Article 8.4 of the Declaration
33
34

Section 3.3. Parking

35 As per Article 8.15 of the Declaration
36
37

Section 3.4. Setbacks

38 As per Article 8.6 of the Declaration
39
40

Section 3.5. Fencing

41 As per Article 8.6 of the Declaration
42
43

Section 3.6 Roofs

- 44 a. All roofing materials must be of "Architectural grade" and comply with a class "A" or "B"
45 fire rating and a minimum of 25 year lifetime rating. No cedar shakes or wood material are
46 permitted.
47
48

Section 3.7. Driveways

- 49 a. Driveway approaches and material used must be included on the plans.
50
51

Section 3.8 Exterior Materials.

- 52 a. Siding material must be of "Architectural Grade". No T-111 or 4x9, 4x8, sheeting style
53 manufactured siding will be permitted.
54

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- 1 b. The quality of workmanship and external design must be in harmony with the existion
2 structures visible in the general neighborhood vicinity.
3 c. Rain gutters are required at all applicable roof areas and must be the same color as the fascia.
4

5 Section 3.9. Garages and other Accessory Buildings

6 As per Article 8.4 of the Declaration

7

8 Section 3.12. Pools and Spas

- 9 a. Pools and spas must be included on the plans.
10
11

12 Article IV

13 General Policies

14
15
16 **Section 4.1. Building Siting.** Siting and orientation of the building should be as unobtrusive as possible
17 to the neighbors as well as to the community. The AC shall be empowered to reject inappropriate
18 building siting.
19

20 **Section 4.2. Building Character.** Garish and unusual architecture and colors or materials in strong
21 contrast to neighboring buildings will not be acceptable. Materials and colors shall blend with, rather than
22 contrast, with the environment. Roof overhangs are encouraged. All building construction and landscape
23 development shall be conducted by professional contractors.
24

25 **Section 4.3. Grading** Changes in natural grade by cutting or filling should be kept to a minimum.
26

27 Article V

28 Submittal Procedures

29
30 **Section 5.1.** The minimum submittal for AC approval of an improvement shall be a complete set of the
31 final building plans and specifications at 1/4" = 1' scale or larger, including:
32

- 33 a. Plat plan showing locations of structure (s) on the Lot and North Arrow. The plot plan may be
34 1/8" scale.
35 b. Exterior elevation drawings of all sides of any structure, including walls. Indicate height of ridge
36 of the roof, natural and finished grade for elevations of all views; the curb level in relation to the
37 applicable elevations of the structure; a detail showing a section from eaves to foundation,
38 including window and trim.
39 c. Floor plan. Include doors, windows and sizes of same; and the location of outside airconditioning
40 unit.
41 d. Detailed grading plan reflecting all changes in grade and showing drainage.
42 e. A detailed landscaping plan as further described in Article VI.
43 f. Plans must be in conformity with the latest addition of the Uniform Building Code, with the City of
44 Coeur d'Alene, and with all the provisions stated in the CC&Rs as set forth in Articles 4 and 8.
45 Should the City of Coeur d'Alene's building requirements be different than the requirements
46 stated in the CC&R's and Bylaws, in all cases the most restrictive requirement shall be enforced.
47 g. Signed application as provided by the AC including demonstrating the applicants understanding
48 and agreement to adhere to those Rules and Standards outlined in the Armstrong Park
49 Homeowners Association Architectural Committee Rules and Standards.
50

51 The AC may require any additional information reasonably required to determine if the improvement is
52 consistent with these guidelines. All plan changes must be approved by the AC.
53

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1 **Section 5.2** AC approval must be based on plans and details that thoroughly and accurately reflect the true
2 design, materials and quality of the proposed building, or other improvements and landscape. Building
3 plans must be prepared by a licensed architect or building designer, landscape plans by a landscape
4 architect or landscape consultant.
5

6 **Section 5.3** Construction plans shall have sufficient detail to fully explain the intent and character of the
7 structural, architectural, mechanical and electrical systems, as well as the materials and finishes involved.
8

Article VI

10 Landscaping Requirements

11
12 **Section 6.1.** Within thirty days of the completion of the residence built upon a Lot, the owner must
13 landscape all portions of the Lot visible from the street. Within ninety days of the completion of the
14 residence built upon a Lot, the owner must landscape all remaining portions as described in the landscaping
15 plan. Such landscaping shall be in conformance with the landscaping throughout the project, and any
16 landscape design guidelines adopted by the association. Each owner shall continually maintain and replace
17 as necessary, all such landscaping.
18

19 **Section 6.2.** A landscape plan must be submitted concurrently with final building design plans, and should
20 be submitted with the preliminary plans. Plans shall be at 1/8" = 1' scale or larger, accurately and clearly
21 drawn, showing and describing: improvements to the entire parcel of property (with scale, north Arrow,
22 major dimensions, roads or streets, utility services, easements, etc.); contour lines and or slope indications
23 and or spot elevations; paved areas including walks, driveways, drainage information, and all landscaped
24 areas including grass, ground covers and flower masses. Plans shall be accompanied by a plant list
25 showing botanical and common names of plants spacing quantities and installations sizes.
26