

Adopted Interim Development Guidelines for River Rim Ranch

Supplementing and Amending

**the Second Amendment to
Master Declaration of Master Development Guidelines for
River Rim Ranch**

April 2021

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(effective April 12, 2021)

On April 12, 2021, the RRROA Board received a proposal from the Committee for Design Review (the “CDR”) to update, supplement, and amend certain of the design guidelines found in the “Second Amendment to Master Declaration of Master Development Guidelines for River Rim Ranch”, which was recorded on Feb. 12, 2007 at Teton County Recorder’s document number 184972 (hereafter, “Second Amendment”). That document provides in its Introduction that the CDR, acting alone, may amend and supplement the development guidelines.

The CDR is currently developing a complete amendment and restatement of the Second Amendment described above. In the interim period before that document is completed, the CDR proposed certain interim changes to the development guidelines which are described below.

On April 12, 2021, the RRROA Board and the CDR agreed that any such amendments or supplements to the development guidelines should be prepared or proposed by the CDR and subsequently presented to the Board for its approval. To that end, the Board received, reviewed, approved, and adopted the CDR’s proposal to implement the following interim amendments and supplements to the existing development guidelines.

These changes shall amend, supersede, or supplement, as the case may be, current provisions in the existing development guidelines on the same topic, and as more particularly described in the references to those provisions found in the Second Amendment noted below.

1. Design Review. The design review fee is increased to \$2,500 per residential project. No Owner who is in arrears by more than 30 days on applicable HOA and/or cabin sub-association dues for its residential lot may begin or continue the design review process until all outstanding dues are brought and kept current. (Amends and supplements Section I, paragraph 4(k).
2. Construction Deposit. The construction deposit is increased to \$10,000 per residential lot, which shall be paid in full before any permit is issued by Teton County. This amount is intended to be a standing balance through the duration of the project. If any portion, or all, of the deposit is applied to remediate any violation of these guidelines or the Master Declaration, then the deposit must be replenished to the full \$10,000 standing balance. Upon full completion of the project, any remaining balance of the deposit shall

be refunded to the Owner. (Amends Section I, paragraph 4(m) and amends, in part, Section VIII, paragraph B6).

3. Licensed Contractor. The Owner must hire an Idaho licensed general contractor to manage and supervise the construction of all improvements on the lot. No Owner may act as its own general contractor unless the Owner is an Idaho licensed general contractor. (Supplemental new provision).
4. Start and Finish Dates. Before the onset of construction, the CDR shall establish reasonable start and finish dates for both (a) the construction of all improvements, and (b) the installation of required landscaping. The CDR may take appropriate steps to enforce those dates. The CDR shall have discretion to amend any start and finish dates if circumstances warrant. (Supplemental new provision).
5. One driveway entry per lot. Each residential lot shall only have only one driveway entry, or driveway approach, from the HOA-maintained, paved roadway (those being River Rim Ranch Road, River Rim Pond Road, Angler Point, and Upper Ranch Road). (Amends Section III, paragraph 4 with respect to the number of driveway approaches).
6. Temporary driveway surface completed before construction commences. Prior to any supplies being delivered or any construction beginning on any Residential lot (and after the building permit has been obtained), a temporary construction driveway that is finished with road base, gravel, or similar material, must be completed. The purpose of this requirement is to avoid dust, mud, and other refuse from creating a nuisance (such as being deposited on the paved roads or blowing dust toward a neighboring home), and to avoid the HOA road surface from being comprised. Any owner who fails to finish a temporary driveway to this standard before supplies are delivered or construction begins (other than grading the driveway and installing the temporary road base) will be subject to fines to clean and repair the paved road, for as many times as necessary and for so long as the violation continues to exist.

Once construction is complete, the temporary driveway must be paved in accordance with the development guidelines prior to applying for a certificate of occupancy. If the permanent driveway is constructed in a different location than the temporary driveway, then the temporary driveway must be fully removed and the disturbed area must be fully restored. (Supplemental new provisions added to Section III, paragraph 4).

7. Noise Abatement and Hours of Work. Construction activity shall be limited to the hours between 7:30am and 6:00pm, including any blasting, heavy equipment operation, and other loud noise from construction. All blasting will require prior written approval of the CDR. The owner/owner's agent shall take necessary precautions and notify adjacent property owners, local traffic, and pedestrians, prior to and during any blasting. Interior

work on a fully framed, enclosed home under construction may continue until 9:00pm, as an exception to the hours of construction. (Supersedes and replaces Section VIII, paragraph B1).

8. No parking or storing of materials on roads. During construction, no construction equipment, vehicles, trailers, or parts, nor any supplies, may be parked or deposited on RRROA's paved roads. All such equipment, vehicles, and supplies must be parked or deposited on the lot for which the construction permit was approved. With respect to a construction site in the cabin area, any alternative arrangements for such vehicles and supplies must be approved in advance by both the CDR and the RRROA Board. (Supplemental new provision, adding to Section VIII, paragraph B2).
9. Assessments for violations. If at any time during the construction process and until the full completion of the project, any Owner or its agents are in violation of the Master Declaration or the Master Development Guidelines, the Executive Board may, at any time and from time to time, levy a reasonable fine or Reimbursement Assessment against the Owner for purposes of remediating any such violation, all in accord with the terms and conditions provided in the Master Declaration for such fines or assessments.

These Adopted Interim Guidelines for River Rim Ranch are applicable only to residential lots located in Division I of River Rim Ranch and shall be effective as of April 12, 2021.