



## AGENDA

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Webinar ID: 849 2096 3485
2. Address the Commission in person at City Hall.
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*This agenda is subject to revisions. All revisions will be underlined.*

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### CALL TO ORDER:

### ROLL CALL:

### COMMUNICATIONS FROM COMMISSIONERS:

### CONSENT AGENDA:

*ALL ACTION ITEMS - The Commission is asked to approve the following listed items by a single vote, except for any items that a commissioner asks to be removed from the Consent Agenda and considered separately.*

1. ACTION ITEM: Approval of the April 23, 2024 minutes
2. ACTION ITEM: Recommendation to review and approve the Findings of Fact, Conclusions of Law, and Decision for Warm Springs Preserve Building Design Review Application File No. P23-104

### PUBLIC HEARING:

3. ACTION ITEM: Recommend review and approval of the Limelight Subdivision Preliminary Plat application, as conditioned, and adopt the Findings of Fact, Conclusions of Law, and Decision

**PUBLIC HEARING:**

4. ACTION ITEM: Recommendation to review and provide feedback on the PreApplication Mountain Overlay Design Review for the development located at 241 Hillside Drive

**NEW BUSINESS:**

**ADJOURNMENT:**



**CITY OF KETCHUM  
MEETING MINUTES OF THE  
PLANNING & ZONING COMMISSION  
Tuesday, April 23, 2024**

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**CALL TO ORDER:** *(00:00:11 in video)*

Neil Morrow called the meeting of the Ketchum Planning and Zoning Commission to order at 4:30 p.m.

**ROLL CALL:**

Neil Morrow  
Susan Passovoy  
Brenda Moczygemba  
Tim Carter  
Matthew McGraw

**ALSO PRESENT:**

Morgan Landers – Director of Planning & Building  
Adam Crutcher – Associate Planner  
Genoa Beiser – Zoning Technician  
Paige Nied – Associate Planner  
Heather Nicolai - Office Administrator

**COMMUNICATIONS FROM COMMISSIONERS:** *(00:00:30 in video)*

None

**CONSENT AGENDA:** *(00:00:32 in video)*

1. ACTION ITEM: Approval of the April 9, 2024 minutes
2. ACTION ITEM: Recommendation to review and approve the Findings of Fact, Conclusions of Law, and Decision for Warm Springs Ranch Residences Lot 33 Design Review Application File No. P23-018

**Motion to approve the entire Consent agenda.** Motion made by Brenda Moczygemba seconded by Matthew McGraw *(00:00:50 in video)*

**MOVER:** Brenda Moczygemba

**SECONDER:** Matthew McGraw

**AYES:** Brenda Moczygemba, Susan Passovoy, Matthew McGraw, & Neil Morrow

**NAYS:**

**AVBSTAIN:** Tim Carter

**RESULT: 4-YAYS, 1-ABSTAIN – MOTION ADOPTED**

**PUBLIC HEARING:** (00:01:00 in video)

3. ACTION ITEM: Recommendation to review and approve the Warm Springs Preserve Building Design Review Application
- Staff Report-Adam Crutcher, Associate Planner (00:01:15 in video)
  - Commission questions staff. Staff responses (00:05:54 in video)
  - Applicant Presentation-None (00:08:00 in video)

**PUBLIC COMMENT OPENED:** (00:08:05 in video)

- Brian Barsotti (00:08:30 in video)

**PUBLIC COMMENT CLOSED:** (00:09:46 in video)

- Staff response to public comment (00:09:54 in video)
- Commission deliberations (00:10:50 in video)

**Motion to approve the Warm Springs Preserve Building Design Review Application subject to conditions 1 & 2 and direct staff to return with findings of fact.** Motion made by Susan Passovoy seconded by Tim Carter (00:12:36 in video)

**MOVER:** Susan Passovoy

**SECONDER:** Tim Carter

**AYES:** Brenda Moczygemba, Neil Morrow, Susan Passovoy, Tim Carter & Matthew McGraw

**NAYS:**

**RESULT: UNANIMOUSLY ADOPTED**

**PUBLIC MEETING:** (00:13:00 in video)

4. ACTION ITEM: Recommendation to review and provide feedback on the Pre-Application Design Review for the Warm Springs Townhomes located at 108 Ritchie Dr
- Staff Report-Morgan Landers, Director of Planning & Building (00:13:11 in video)
  - Commission questions staff. Staff responses. (00:25:40 in video)
  - Applicant Presentation-Will Hentschel-359 Design, Architect (00:31:25 in video)
  - Commission comments, questions & direction for applicant. Applicant responses (00:49:00 in video)

**PUBLIC COMMENT OPENED:** (00:58:30 in video)

- Staff response to public comment received prior to commission meeting (00:58:39 in video)
- Brad Matthews (00:59:20 in video)
- Jeff Oak (01:02:57 in video)

**PUBLIC COMMENT CLOSED:** (01:06:03 in video)

- Staff response to public comment, commission comments for staff (01:06:30 in video)
- Applicant response to public comment & commission questions (01:07:57 in video)
- Commission direction for applicant (01:15:40 in video)

**NEW BUSINESS:** (01:29:54 in video)

5. Staff Highlights & Updates for Commission (01:29:54 in video)

**ADJOURNMENT:**

**Motion to adjourn at 6:01 p.m.** (01:31:07 in video)

**MOVER:** Neil Morrow

**SECONDER:** Tim Carter

**AYES:** Brenda Moczygemba, Susan Passovoy, Matthew McGraw, Tim Carter, & Neil Morrow

**NAYS:**

**RESULT: UNANIMOUSLY ADOPTED**

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Neil Morrow – P & Z Commissioner

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Morgan Landers – Director of Planning & Building



**CITY OF KETCHUM**

**Planning & Building**  
office: 208.726.7801  
planningandbuilding@ketchumidaho.org  
P.O. Box 2315, 191 5th Street West, Ketchum, ID 83340  
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<b>IN RE:</b>	)	
	)	
<b>Warm Springs Preserve Building</b>	)	<b>KETCHUM PLANNING &amp; ZONING COMMISSION</b>
<b>Design Review</b>	)	<b>FINDINGS OF FACT, CONCLUSIONS OF LAW, AND</b>
<b>Date: May 14, 2024</b>	)	<b>DECISION</b>
	)	
<b>File Number: P23-104</b>	)	

**PROJECT:** Warm Springs Preserve Building

**FILE NUMBER:** P23-104

**APPLICATION TYPE:** Design Review

**REPRESENTATIVE:** Mike Allaire – Michael Doty Associates (architect)

**PROPERTY OWNER:** City of Ketchum

**LOCATION:** 201-311 Bald Mountain Road (Warm Springs Ranch Resort PUD Blk 6)

**ZONING:** Tourist (T)

**OVERLAY:** Avalanche

**RECORD OF PROCEEDINGS**

The Planning and Building Department received the Design Review application on November 20, 2023. While the subject property is greater than 11,000 square feet, KMC 17.96.010.D4 permits the Administrator to “waive the requirement for preapplication review if the project is found to have no significant impact.” Due to the size of the proposed building and its isolation from other structures, staff determined the pre-application requirement would be waived in this instance. The application was reviewed and scheduled for hearing after two rounds of review.

A public hearing notice for the project was mailed to all property owners within 300 feet of the project site and all political subdivisions on April 3, 2024. The notice was published in the Idaho Mountain Express on April 3, 2024. A notice was posted on the project site on April 16, 2024 and the city’s website on April 8, 2024. The building corners were staked and story pole erected on April 16, 2024.

## FINDINGS OF FACT

The Planning & Zoning Commission, having reviewed the entire project record, provided notice, and conducted the required public hearing, does hereby make and set forth these Findings of Fact, Conclusions of Law, and Decision as follows:

### BACKGROUND

#### *Warm Springs Preserve*

The City of Ketchum acquired the subject property and surrounding land known as the Warm Springs Preserve in April of 2022. A deed restriction was placed upon the property, permitting the development of “a pump house, public restroom and a single story building up to one thousand square feet and not exceeding a height of twenty-seven feet from natural grade for storage of equipment and supplies needed for maintenance of the Property”. This development was discussed and shown in preliminary concepts in the Warm Springs Preserve Master Plan which was adopted by City Council in April of 2023. Pages 39-44 of the plan show renderings of the redesigned parking lot, a preliminary floor plan of the welcome building, and highlights aspects of the building including a donor recognition wall, preserve map, bike racks, and a leash hook board.

### FINDINGS REGARDING COONFORMANCE WITH COMPREHENSIVE PLAN

The 2014 Comprehensive Plan’s future land use designation for the subject property is Low Density Residential. This category speaks to “single-family and duplex residences and accessory units” as appropriate primary uses. Secondary uses for this category include, “open space and recreation, agriculture/gardens, schools, places of worship, and other public uses”. During the adoption of the 2014 Comprehensive Plan, the subject property was part of the development plans for the Warm Springs Ranch Resort project. As discussed previously, the City of Ketchum has since purchased the subject property and surrounding property to maintain open space for public use in perpetuity and implement a floodplain restoration project. The use of the property for open space aligns with the anticipated secondary uses of property within the Low-Density Residential land use designation. At the time of purchase and subsequent adoption of the Warm Springs Master Plan, no change was made to the Future Land Use Map to reflect the change in use. Staff plans to update the land use designation of the property as part of the update to the comprehensive plan that is currently underway. Through the purchase period and formulation of the master plan, many rounds of public engagement were open for feedback on the use of the property. As the proposed development is consistent with the secondary uses listed in the 2014 Comprehensive Plan and aligned with the Warm Springs Master Plan adopted by the city council, staff finds the project meets criteria #1 & #2.

### FINDINGS REGARDING COMPLIANCE WITH ZONING CODE AND DIMENSIONAL STANDARDS

Compliance with Zoning and Dimensional Standards				
Compliant			Standards and Findings	
Yes	No	N/A	Ketchum Municipal Code	City Standards and Findings
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>17.12.030</b>	<b>Minimum Lot Area</b>
			<b>Finding</b>	<b>Required:</b> 8,000 square feet <b>Existing:</b> 195,622 square feet (4.5 acres)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>17.12.030</b>	<b>FAR</b>
			<b>Finding</b>	<b>Permitted:</b> 0.5 FAR

				<b>Proposed:</b> .01 FAR (1,260
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>17.12.030</b>	<b>Minimum Building Setbacks</b>
			<b>Finding</b>	<b>Minimum Required Setbacks*:</b> Front: 15' Side: 15' Rear: 15'  <b>Proposed:</b> Front (east): 445' 5" Side (north): 15' Side (south): 100' 10" Rear (west): 484' 7"
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>17.12.030</b>	<b>Building Height</b>
			<b>Finding</b>	<b>Maximum Permitted:</b> 35' (27' maximum height per deed restriction)  <b>Proposed:</b> 18' 4"
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>17.125.030.H</b>	<b>Curb Cut</b>
			<b>Finding</b>	<b>Permitted:</b> A total of 35% of the linear footage of any street frontage can be devoted to access off street parking.  <b>Proposed:</b> 9% (26-foot-wide driveway/280 feet of property frontage along Lopey Ln).
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>17.125.020.A. 2 &amp; 17.125.050</b>	<b>Parking Spaces</b>
			<b>Finding</b>	Off-street parking standards of this chapter apply to any new development and to any new established uses. <b>Required:</b> Nonresidential, in zoning districts other than LI-1, LI-2, and LI-3 require 1 parking space per 1,000 gross square feet. Deed restriction permits 24 parking spaces. <b>Proposed:</b> 24 parking spaces

**FINDINGS REGARDING COMPLIANCE WITH DESIGN REVIEW STANDARDS**

<b>17.96.060.A.1 - Streets</b>	<b>Conformance</b>
<i>The applicant shall be responsible for all costs associated with providing a connection from an existing City street to their development.</i>	YES
<b>Finding:</b> The project proposes to replace the existing gravel driveway and parking lot with asphalt up to Lopey Ln bridge.	



<b>17.96.060.A.2 - Streets</b>	<b>Conformance</b>
<i>All street designs shall be approved by the City Engineer.</i>	YES
<p><b>Finding:</b> The City Engineer has reviewed the proposed driveway design and finds it to be sufficient for the project.</p> <p>All street designs shall be reviewed and approved by the City Engineer and Streets Department prior to issuance of a Building Permit for the project.</p>	

<b>17.96.060.B.1 - Sidewalks</b>	<b>Conformance</b>
<i>All projects under subsection 17.96.010.A of this chapter that qualify as a "substantial improvement" shall install sidewalks as required by the Public Works Department.</i>	N/A
<p><b>Finding:</b> Sidewalks not required for the proposed project.</p>	

<b>17.96.060.B.3 - Sidewalks</b>	<b>Conformance</b>
<p><i>Sidewalks may be waived if one of the following criteria is met:</i></p> <ul style="list-style-type: none"> <li><i>a) The project comprises an addition of less than 250 square feet of conditioned space.</i></li> <li><i>b) The City Engineer finds that sidewalks are not necessary because of existing geographic limitations, pedestrian traffic on the street does not warrant a sidewalk, or if a sidewalk would not be beneficial to the general welfare and safety of the public.</i></li> </ul>	N/A
<p><b>Finding:</b> Sidewalks waived due to low speed limit of Lopey Lane, trail access off of Lopey Lane, and additional disturbance sidewalks would create for the upcoming restoration.</p>	

<b>17.96.060.B.2 - Sidewalks</b>	<b>Conformance</b>
<i>Sidewalk width shall conform to the City's right-of-way standards, however the City Engineer may reduce or increase the sidewalk width and design standard requirements at their discretion.</i>	N/A
<p><b>Finding:</b> Sidewalks not required for the proposed project.</p>	

<b>17.96.060.B.4 - Sidewalks</b>	<b>Conformance</b>
<i>The length of sidewalk improvements constructed shall be equal to the length of the subject property line(s) adjacent to any public street or private street.</i>	N/A
<p><b>Finding:</b> Sidewalks were not required for the proposed project.</p>	

17.96.060.B.5 – Sidewalks	Conformance
<i>New sidewalks shall be planned to provide pedestrian connections to any existing or future sidewalks adjacent to the site. In addition, sidewalks shall be constructed to provide safe pedestrian access to and around a building.</i>	N/A
<b>Finding:</b> Sidewalks were not required for the proposed project.	

17.96.060.B.6 - Sidewalks	Conformance
<i>The City may approve and accept voluntary cash contributions in lieu of the above described improvements, which contributions must be segregated by the City and not used for any purpose other than the provision of these improvements. The contribution amount shall be 110 percent of the estimated costs of concrete sidewalk and drainage improvements provided by a qualified contractor, plus associated engineering costs, as approved by the City Engineer. Any approved in lieu contribution shall be paid before the City issues a certificate of occupancy.</i>	YES
<b>Finding:</b> Sidewalks were not required for the proposed project.	

17.96.060.C.1 - Drainage	Conformance
<i>All stormwater shall be retained on site.</i>	YES
<p><b>Finding:</b> Pursuant to KMC §17.96.060.C.1, all storm water drainage shall be retained on site. Drainage improvements are specified on Sheets C1 -C3 on the project plans. The drainage improvements include the installation of swales and driveways. The City Engineer has reviewed the proposed drainage plan and believes the swales and drywell improvements are sufficient to maintain all storm water drainage on the subject property.</p> <p>All drainage plans and specifications shall be reviewed and approved by the City Engineer and Streets Department prior to issuance of a Building Permit.</p>	

17.96.060.C.2 - Drainage	Conformance
<i>Drainage improvements constructed shall be equal to the length of the subject property lines adjacent to any public street or private street.</i>	YES
<p><b>Finding:</b> Pursuant to KMC §17.96.060.C.1, all storm water drainage shall be retained on site. Drainage improvements are specified on Sheets C1 - C2.1 on the project plans. The drainage improvements include the installation of swales and driveways. The City Engineer has reviewed the proposed drainage plan and believes the swales and drywell improvements are sufficient to maintain all storm water drainage on the subject property.</p> <p>All drainage plans and specifications shall be reviewed and approved by the City Engineer and Streets Department prior to issuance of a Building Permit.</p>	

17.96.060.C.3 - Drainage	Conformance
<i>The City Engineer may require additional drainage improvements as necessary, depending on the unique characteristics of a site.</i>	YES
<b>Finding:</b> The City Engineer has reviewed the proposed drainage plan for proposed project and believes the swale and drywell improvements are sufficient to maintain storm water drainage on the subject	

property. The City Engineer may require additional drainage improvements if necessary. If approved, the applicant shall submit final civil drawings for all drainage improvements with the building permit application to be verified, reviewed, and approved by the City Engineer and Streets Department.

<b>17.96.060.C.4 - Drainage</b>	<b>Conformance</b>
<i>Drainage facilities shall be constructed per City standards.</i>	YES
<p><b>Finding:</b> The drainage improvements for the proposed project include the installation of swales &amp; drywells to collect stormwater from the parking lot and driveway. The City Engineer has reviewed the proposed drainage plan and believes the proposed swale and drywell improvements meet city standards.</p> <p>All drainage plans and specifications shall be reviewed and approved by the City Engineer and Streets Department prior to issuance of a Building Permit.</p>	

<b>17.96.060.D.1 - Utilities</b>	<b>Conformance</b>
<i>All utilities necessary for the development shall be improved and installed at the sole expense of the applicant.</i>	YES
<p><b>Finding:</b> All project costs associated with the development, including the installation of utilities, are the responsibility of the applicant.</p>	

<b>17.96.060.D.2 - Utilities</b>	<b>Conformance</b>
<i>Utilities shall be located underground and utility, power, and communication lines within the development site shall be concealed from public view.</i>	YES
<p><b>Finding:</b> As shown on Sheet C3 of the project plans, the applicant proposes connecting to the municipal water and sewer systems from existing lines on Irene St. Requirements and specification for the water and sewer connections will be verified, reviewed, and approved by the Utilities Department prior to issuance of a Building Permit.</p>	

<b>17.96.060.D.3 - Utilities</b>	<b>Conformance</b>
<i>When extension of utilities is necessary all developers will be required to pay for and install two-inch SDR11 fiber optical conduit. The placement and construction of the fiber optical conduit shall be done in accordance with City of Ketchum standards and at the discretion of the City Engineer.</i>	N/A
<p><b>Finding:</b> N/A. Extension of utilities is not necessary to service the proposed storage &amp; restroom buildings.</p>	

<b>17.96.060.E.1 – Compatibility of Design</b>	<b>Conformance</b>
<i>The project's materials, colors and signing shall be complementary with the townscape, surrounding neighborhoods and adjoining structures.</i>	YES
<p><b>Finding:</b> While the subject property is isolated from other development, the project utilizes natural materials which are found in the nearby developments along Bald Mountain Road &amp; Irene St. These materials also assist in the building fitting well within the future open space/park.</p>	

17.96.060.E.2 – Compatibility of Design	Conformance
<i>Preservation of significant landmarks shall be encouraged and protected, where applicable. A significant landmark is one which gives historical and/or cultural importance to the neighborhood and/or community.</i>	N/A
<b>Finding:</b> N/A. The subject property does not contain any significant landmarks.	

17.96.060.E.3 – Compatibility of Design	Conformance
<i>Additions to existing buildings, built prior to 1940, shall be complementary in design and use similar material and finishes of the building being added to.</i>	N/A
<b>Finding:</b> N/A. The subject property is vacant.	

17.96.060.F.1 – Architectural	Conformance
<i>Building(s) shall provide unobstructed pedestrian access to the nearest sidewalk and the entryway shall be clearly defined.</i>	YES
<b>Finding:</b> Nearest sidewalks to the proposed structure are located on Bald Mountain Rd. Pedestrians would access sidewalk by walking through preserve and on Lopey Ln. Primary use of building for the public is to use the restrooms which are accessed by using the walkway through the building.	

17.96.060.F.2 – Architectural	Conformance
<i>The building character shall be clearly defined by use of architectural features.</i>	YES
<b>Finding:</b> The sloped roof used throughout the project results in the segments of the building having varied façade heights, providing visual interest.	

17.96.060.F.3 – Architectural	Conformance
<i>There shall be continuity of materials, colors and signing within the project.</i>	YES
<b>Finding:</b> The building utilizes primarily wood siding with metal trim. The same wood siding is used as slats in certain locations.	

17.96.060.F.4 – Architectural	Conformance
<i>Accessory structures, fences, walls and landscape features within the project shall match or complement the principal building.</i>	YES
<b>Finding:</b> The proposed trash enclosure looks to use the same materials as the building (either wood or metal). A 3ft board form concrete wall is proposed on the downhill side of the storage room and matches the wood siding well in staff's review. Landscaping is primarily native and will be planted all around the structure.	

17.96.060.F.5 – Architectural	Conformance
<i>Building walls shall provide undulation/relief, thus reducing the appearance of bulk and flatness.</i>	YES

**Finding:** Staff finds the walkway splitting the two segments of the building and the offsetting of those segments to assist in providing relief to the bulk and mass of the building and minimized the perceived flatness of the structures.

17.96.060.F.6 – Architectural	Conformance
<i>Building(s) shall orient toward their primary street frontage.</i>	YES
<b>Finding:</b> The structure is proposed to orient towards the parking area.	

17.96.060.F.7 – Architectural	Conformance
<i>Garbage storage areas and satellite receivers shall be screened from public view and located off alleys.</i>	YES
<b>Finding:</b> No satellite receivers are proposed for the project. Sheet L1.03 indicates a trash enclosure area to be located near the parking area and to be surrounded by a metal or wood enclosure.	

17.96.060.F.8 – Architectural	Conformance
<i>Building design shall include weather protection which prevents water to drip or snow to slide on areas where pedestrians gather and circulate or onto adjacent properties.</i>	YES
<b>Finding:</b> Architectural sheets indicate that gutters will be installed, and the roofs will be sloped to downspouts. The roof form does not slope towards pedestrian gathering areas.	

17.96.060.G.1 – Circulation Design	Conformance
<i>Pedestrian, equestrian and bicycle access shall be located to connect with existing and anticipated easements and pathways.</i>	YES
<b>Finding:</b> All bicycle access will occur along Lopey Lane as currently exists. Pedestrian access will occur either on Lopey Lane as currently exists or through trails once restoration project is approved.	

17.96.060.G.2 – Circulation Design	Conformance
<i>Awnings extending over public sidewalks shall extend five feet or more across the public sidewalk but shall not extend within two feet of parking or travel lanes within the right-of-way.</i>	N/A
<b>Finding:</b> Sidewalks are not required for the proposed project.	

17.96.060.G.3 – Circulation Design	Conformance
<i>Traffic shall flow safely within the project and onto adjacent streets. Traffic includes vehicle, bicycle, pedestrian and equestrian use. Consideration shall be given to adequate sight distances and proper signage.</i>	YES
<b>Finding:</b> The existing driveway & parking area is similar to what is proposed by the project. The City Engineer has reviewed the proposed driveway & parking area for the project and finds the circulation design to meet city standards. Final circulation design shall be reviewed and approved by the City Engineer and Streets Department prior to issuance of a Building Permit.	

17.96.060.G.4 – Circulation Design	Conformance
<i>Curb cuts and driveway entrances shall be no closer than 20 feet to the nearest intersection of two or more streets, as measured along the property line adjacent to the right-of-way. Due to site conditions or current/projected traffic levels or speed, the City Engineer may increase the minimum distance requirements.</i>	YES
<b>Finding:</b> The proposed driveway for the project is located further than 20 feet away from the nearest intersection of Bald Mountain Road and Lopey Ln.	

17.96.060.G.5 – Circulation Design	Conformance
<i>Unobstructed access shall be provided for emergency vehicles, snowplows, garbage trucks and similar service vehicles to all necessary locations within the proposed project.</i>	YES
<b>Finding:</b> Access for emergency vehicles, snowplows, and garbage trucks is provided along Lopey Ln.	

17.96.060.H.1 – Snow Storage	Conformance
<i>Snow storage areas shall not be less than 30 percent of the improved parking and pedestrian circulation areas.</i>	YES
<b>Finding:</b> Sheet L1.02 shows the proposed snow storage areas to include a total of 7,692 square feet, greater than the required 30% (23,810 * .30 = 7,143 square feet).	

17.96.060.H.2 – Snow Storage	Conformance
<i>Snow storage areas shall be provided on site.</i>	YES
<b>Finding:</b> The location of the snow storage area is indicated on Sheet L1.02 of the project plans.	

17.96.060.H.3 – Snow Storage	Conformance
<i>A designated snow storage area shall not have any dimension less than five feet and shall be a minimum of 25 square feet.</i>	YES
<b>Finding:</b> The snow storage areas for the proposed project do not have dimensions less than five feet as seen on Sheet L1.02.	

17.96.060.H.4 – Snow Storage	Conformance
<i>In lieu of providing snow storage areas, snowmelt and hauling of snow may be allowed.</i>	N/A
<b>Finding:</b> The project does not propose snowmelt or hauling of snow.	

17.96.060.I.1 – Landscaping	Conformance
<i>Landscaping is required for all projects.</i>	YES
<b>Finding:</b> Landscaping has been provided for the project as indicated on Sheet L2.00.	

17.96.060.I.2 – Landscaping	Conformance
<i>Landscape materials and vegetation types specified shall be readily adaptable to a site's microclimate, soil conditions, orientation and aspect, and shall serve to enhance and complement the neighborhood and townscape.</i>	YES
<b>Finding:</b> The landscape plan for the project proposes primarily species which are native to the area. These species are readily adaptable to the microclimate as many are present naturally within the Warm Springs Preserve.	

17.96.060.I.3 – Landscaping	Conformance
<i>All trees, shrubs, grasses and perennials shall be drought tolerant. Native species are recommended but not required.</i>	YES
<b>Finding:</b> The landscape plan for the project proposes drought-tolerant and native species, including douglas fir, aspens, native shrubs, and drought tolerant grasses.	

17.96.060.I.4 – Landscaping	Conformance
<i>Landscaping shall provide a substantial buffer between land uses, including, but not limited to, structures, streets and parking lots. The development of landscaped public courtyards, including trees and shrubs where appropriate, shall be encouraged.</i>	YES
<b>Finding:</b> The project proposes many trees & shrubs to screen the proposed structure.	

17.96.060.J.1 – Public Amenities	Conformance
<i>Where sidewalks are required, pedestrian amenities shall be installed. Amenities may include, but are not limited to, benches and other seating, kiosks, bus shelters, trash receptacles, restrooms, fountains, art, etc. All public amenities shall receive approval from the Public Works Department prior to design review approval from the Commission.</i>	N/A
<b>Finding:</b> Sidewalks were not required for this project.	

17.96.060.K.1 – Underground Encroachments	Conformance
<i>Encroachments of below grade structures into required setbacks are subject to subsection 17.128.020.K of this title and shall not conflict with any applicable easements, existing underground structures, sensitive ecological areas, soil stability, drainage, other sections of this Code or other regulating codes such as adopted International Code Council Codes, or other site features concerning health, safety, and welfare.</i>	N/A
<b>Finding:</b> N/A. No encroachments of below grade structures are proposed.	

17.96.060.K.2 – Underground Encroachments	Conformance
<i>No below grade structure shall be permitted to encroach into the riparian setback.</i>	N/A

**Finding: N/A. No encroachments of below grade structures are proposed, and the structure is not located within the riparian setback.**

**CONCLUSIONS OF LAW**

- 1. The City of Ketchum is a municipal corporation established in accordance with Article XII of the Constitution of the State of Idaho and Title 50 Idaho Code and is required and has exercised its authority pursuant to the Local Land Use Planning Act codified at Chapter 65 of Title 67 Idaho Code and pursuant to Chapters 3, 9 and 13 of Title 50 Idaho Code to enact the ordinances and regulations, which ordinances are codified in the Ketchum Municipal Code (“KMC”) and are identified in the Findings of Fact and which are herein restated as Conclusions of Law by this reference and which City Ordinances govern the applicant’s Design Review application for the development and use of the project site.
- 2. The Commission has authority to hear the applicant’s Design Review Application pursuant to Chapter 17.96 of Ketchum Municipal Code Title 17.
- 3. The City of Ketchum Planning Department provided notice for the review of the application in accordance with Ketchum Municipal Code §17.96.080.
- 4. The Design Review application is governed under Ketchum Municipal Code Chapters 17.96, 17.124, 17.08, 17.12, 17.18, and 17.128.
- 5. The Warm Springs Preserve Building Design Review application meets all applicable standards specified in Title 17 of Ketchum Municipal Code.

**DECISION**

**THEREFORE**, the Planning and Zoning Commission **approves** the Design Review Application File No. P23-104 this Tuesday, May 14, 2024, subject to the following conditions of approval.

**CONDITIONS OF APPROVAL**

- 1. The term of Design Review approval shall be twelve (12) months from the date that the Findings of Fact, Conclusions of Law, and Decision are adopted by the Commission or upon appeal, the date the approval is granted by the Council subject to changes in zoning regulations (KMC §17.96.090). Any extension shall comply with KMC §17.96.090.
- 2. In addition to the requirements set forth in this Design Review approval, this project shall comply with all applicable local, state, and federal laws.

Findings of Fact **adopted** this 14<sup>th</sup> day of May 2024.

---

Neil Morrow, Chair  
City of Ketchum  
Planning and Zoning Commission





City of Ketchum  
Planning & Building

STAFF REPORT  
KETCHUM PLANNING & ZONING COMMISSION  
REGULAR MEETING OF MAY 14, 2024

**PROJECT:** Limelight Subdivision

**FILE NUMBER:** P24-014

**APPLICATION TYPE:** Subdivision Preliminary Plat

**REPRESENTATIVE:** Dave Patrie, Galena-Benchmark Engineering

**PROPERTY OWNER:** Limelight Condo Owners

**REQUEST:** Subdivide and create a new lot out of the existing limelight condominiums common area.

**LOCATION:** 318 Bald Mountain Rd - (Limelight Condos Common Area)

**ZONING:** General Residential – Low Density (GR-L)

**NOTICE:** A public meeting notice for the project was mailed to all owners of property within 300 feet of the project site and all political subdivisions on April 24, 2024. The notice was published in the Idaho Mountain Express on April 24, 2024. A notice was posted on the project site and the city’s website on April 29, 2024.

**REVIEWER:** Adam Crutcher – Associate Planner

**EXECUTIVE SUMMARY**

The applicant has submitted a subdivision application to subdivide and create a new lot out of the existing Limelight Condominiums common area at 318 Bald Mountain Rd (the “subject property”). The subject property is zoned General Residential – Low Density (GR-L) and contains two condominium buildings. See Figure 1 for the location of the subject property. The portion of the Limelight Condominiums common area proposed to be subdivided does not contain any built structures.



Figure 1. Subject property (highlighted in blue)

As proposed, the new lot would be accessed off Bald Mountain Rd and have an area of 8,234 square feet. While no development plans for the site have been proposed at this point, any future development would have to adhere to the zoning requirements of the GR-L zone district. The project is subject to preliminary plat procedures and standards listed in KMC 16.04.030 and 16.04.040. Staff finds the project to be in conformance with all applicable subdivision requirements for preliminary plats and zoning standards.

**BACKGROUND**

The Limelight Condominiums subdivision was created in 1972 and has not been altered since its creation. The condominium building accessed off of Warm Springs Rd caught on fire and suffered sever damage, requiring a complete rebuild of the building. The Limelight condo owners have chosen to subdivide a portion of the common area and sell off the newly created lot to assist in the funding of the rebuild.

The Planning and Building Department received the subdivision application for the project on February 23, 2024. Following the receipt of the application, staff routed the application materials to all city departments for review. After two rounds of review, the application was scheduled for hearing.

**ANALYSIS**

During Department Review, staff reviewed the preliminary plat application for conformance with KMC 16.04.030 – *Procedures for subdivision approval* and KMC 16.04.040 – *Development and Design*. Based on a thorough analysis, staff believes the project complies with all applicable subdivision regulations. A full analysis of the applicable standards can be found in Attachment C. Below is an overview of some of the more notable criteria and standards.

Comprehensive Plan

The City of Ketchum adopted the 2014 Comprehensive Plan (the “plan”) on February 18, 2014. The plan outlines the community vision and core values for the city. Using those, the plan outlines goals and policy objectives to reach key goals for the community related to the economy, housing, neighborhoods, parks and recreation, open space, public safety, and others. The plan also includes a Future Land Use Map (FLUM) that identifies possible future land uses for properties to achieve desirable land use patterns for the city.

Specifically, the plan includes goals and policies in Chapter 3: *Housing* and Chapter 4: *Community Design and Neighborhoods* that relate to the proposed application.

- Housing Goal H-1: Ketchum will increase its supply of homes, including rental and special-needs housing for low, moderate, and median-income households.
  - Although the city cannot require the future owner or development of the proposed lot be targeted for a certain type of household or income category, the addition of a lot provides an opportunity to construct one or two additional dwelling units on the proposed Lot 1. An accessory dwelling unit can be built upon Lot 1 if the primary development is a single-family residence. Additionally, Policy H-1.5 states that “the community will continue to support and encourage construction of accessory dwelling units within residential areas to provide affordable housing.” Staff believes the approval of the proposed application assists in achieving these goals.
- Community Design and Neighborhoods Goal CD-1: Our community will preserve its small-town character and the distinct image of neighborhoods and districts.
  - Policy CD-1.3 discusses infill and redevelopment projects. The policy emphasizes the importance of contextually appropriate projects. Specifically, projects should consider natural and manmade features adjoining a development site, not a certain style. In contrast to that, the plan also states that each neighborhood or district should include a mix of design elements that will reinforce its unique design (Policy CD-1.1). Many of the lots in the surrounding neighborhood are large in size with a mix of single-family dwellings, duplexes, or apartment buildings from the 1960’s up.
  - Subdivision of property often results in the construction of new homes, sometimes reflective of current architectural trends or styles that may contradict the unique design of the neighborhood as it sits today. Although the lot sizes may be like the surrounding neighborhood, the design of the future structure may differ. As mentioned above, the subject property permits both single family dwellings or a multifamily development of two units. If the future property owner chooses to develop a duplex, design review would be a required process.
- Future Land Use Map (FLUM)
  - The FLUM designates the subject property as “Low Density Residential”. Primary uses for this land use designation include “Single-family and duplex residences and accessory units.” The plan also states that “the average density of a residential area in this category is not to exceed about five units per acre.” A density of five units per acre equates to approximately one primary dwelling unit per 8,700 square feet of land. The new lot is 8,234 square feet, which is slightly above the minimum lot size in the GR-L zone district. Accessory dwelling units are not counted in density calculations as they are considered accessory and optional.

Based on the analysis above, staff believes that although the subdivision of the property may result in new development with a different design than exists today, the proposal is in conformance with the FLUM and forwards some of the other policies aimed at housing.

#### Dimensional Standards

New lots created in the GR-L zone district must meet dimensional standards as outlined in KMC 17.12.030. Subdivision applications must demonstrate that the lot(s) created conform to the minimum lot area, minimum lot width, and building setback lines. For subdivisions of existing lots, a subdivision of land cannot create a nonconformity. For this application, the minimum lot area and widths are in conformance with the GR-L zone district. Lots in the GR-L zone are required to be a minimum of 8,000 square feet with an average width of 80 feet. The existing common area is reduced in size to 84,869 square feet and 200+ feet wide at the narrowest point. The new lot is 8,234 square feet with an average width of 127 feet. Average lot width is calculated by

taking a width measurement, parallel to the front property boundary at every 10 feet for the depth of the property and taking the average of those measurements.

Building setback lines for development on the new lot will be reviewed and verified at building permit application. The existing condominium building A (larger condo building accessed off of Warm Springs Rd) is currently non-conforming in terms of its front yard setback but is conforming with all other setbacks. The proposed subdivision does not increase the non-conformity of the front yard setback and does not create a non conforming rear yard setback as seen on the preliminary plat in Attachment B (rear yard setback requirement for GR-L is 15ft).

Based on this analysis, staff believes that the proposed subdivision meets all applicable dimensional standards.

#### Subdivision Standards

Please see Attachment C for the review of all requirements and standards. Where “N/A” is checked, the standard is not applicable for one of the following reasons:

- The standard applies to the creation of new subdivisions or new infrastructure. The application does not propose any new streets, water or sewer extensions of main lines, or master drainage infrastructure.
- The standard applies to action that shall be taken at the final plat stage of the process and this application is for a preliminary plat.
- Per provisions of the standard, the City Engineer has determined that the standard does not apply.

Bald Mountain Rd is classified as a residential street, requiring a minimum right-of-way of 60 feet. Bald Mountain Rd along the subject property only has a right-of-way of 40 feet. The subdivision regulations require that all streets meet the minimum standards as outlined in Chapter 12.04, however, this pertains to the creation of new subdivisions and the construction of new streets. The Streets Department has not had any maintenance issues with the reduced right-of-way width in front of the subject property primarily because the land is currently vacant. As the proposed subdivision creates an opportunity for future development on Lot 1, the City Engineer & Streets Department recommended the inclusion of a 10-foot snow storage easement along the front lot line of Lot 1 to assist in winter maintenance of roads. That easement is shown on Sheet 1 of the Attachment B.

#### Conclusion

Staff believes the proposed preliminary plat, as conditioned, meets the intent of the comprehensive plan, meets all applicable zoning requirements, and meets all applicable subdivision requirements and standards for a preliminary plat.

#### **STAFF RECOMMENDATION:**

Staff recommends **approval** of the Subdivision Preliminary Plat application subject to the following conditions:

1. Failure to record a Final Plat within two (2) years of Council’s approval of a Preliminary Plat shall cause the Preliminary Plat to be null and void.

#### **RECOMMENDED MOTION:**

“I move to recommend approval of the Limelight Subdivision Preliminary Plat application, as conditioned, and adopt the Findings of Fact, Conclusions of Law, and Decision.”

#### **ATTACHMENTS:**

- A. Application Materials – Application and supplemental materials
- B. Application Materials – Preliminary Plat Plan Set
- C. Preliminary Plat Standards
- D. Draft Findings of Fact, Conclusions of Law, and Decision

Attachment A:  
Limelight Subdivision  
Application Materials



**City of Ketchum  
Planning & Building**

OFFICIAL USE ONLY	
Application Number:	P24-014
Date Received:	2/23/24
By:	HLN
Fee Paid:	\$3300
Approved Date:	
By:	

**Subdivision Application-Preliminary Plat**

Submit completed application and documentation to [planningandzoning@ketchumidaho.org](mailto:planningandzoning@ketchumidaho.org) Or hand deliver to Ketchum City Hall, 191 5<sup>th</sup> St. W. Ketchum, ID If you have questions, please contact the Planning and Building Department at (208) 726-7801. To view the Development Standards, visit the City website at: [www.ketchumidaho.org](http://www.ketchumidaho.org) and click on Municipal Code. You will be contacted and invoiced once your application package is complete.

APPLICANT INFORMATION	
Name of Proposed Subdivision: The Limelight Subdivision & Limelight Condominiums Revised	
Owner of Record: Limelight Condo Owners	
Address of Owner: PO Box 1312, Ketchum, ID 83340	
Representative of Owner: Galena-Benchmark Engineering, David Patrie	
Legal Description: Limelight Condominiums	RPK08500000000
Street Address: 318 Bald Mt. Road	
SUBDIVISION INFORMATION	
Number of Lots/Parcels: 2	
Total Land Area: 2.15 acres	
Current Zoning District: GR-L	
Proposed Zoning District: GR-L	
Overlay District: None	
TYPE OF SUBDIVISION	
Condominium <input checked="" type="checkbox"/>	Land <input checked="" type="checkbox"/> PUD <input type="checkbox"/> Townhouse <input type="checkbox"/>
Adjacent land in same ownership in acres or square feet: none	
Easements to be dedicated on the final plat: A public utility easement for an existing sewer line as shown on pre plat	
Briefly describe the improvements to be installed prior to final plat approval: Existing infrastructure and improvements are in place. No new improvements are proposed.	
ADDITIONAL INFORMATION	
All lighting must be in compliance with the City of Ketchum's Dark Sky Ordinance One (1) copy of Articles of Incorporation and By-Laws of Homeowners Associations and/or Condominium Declarations One (1) copy of current title report and owner's recorded deed to the subject property One (1) copy of the preliminary plat All files should be submitted in an electronic format to <a href="mailto:planningandzoning@ketchumidaho.org">planningandzoning@ketchumidaho.org</a>	

Applicant agrees in the event of a dispute concerning the interpretation or enforcement of the Subdivision Application in which the City of Ketchum is the prevailing party to pay reasonable attorney's fees and costs, including fees and costs of appeal for the City of Ketchum. Applicant agrees to observe all City ordinances, laws and conditions imposed. Applicant agrees to defend, hold harmless and indemnify the City of Ketchum, city officials, agents and employees from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property, and losses and expenses caused or incurred by Applicant, its servants, agents, employees, guests and business invitees and not caused by or arising out of the tortuous conduct of city or its officials, agents or employees. Applicant certifies that s/he has read and examined this application and that all information contained herein is true and correct.

Christine Kearty HOA President      2-16-2024  
 Applicant Signature      Limelight Condos      Date

× = N/A

✓ = Provided

## Preliminary Plat Requirements

The preliminary plat shall be drawn to a scale of not less than one-inch equals 100 feet and shall show the following:

### To be shown on plat:

- ✓ The scale, north point and date.
- ✓ The name of the proposed subdivision.
- ✓ The name and address of the owner of record, the subdivider, and the engineer, surveyor, or other person preparing the plat.
- ✓ Legal description of the area platted.
- ✓ The names and the intersecting boundary lines of adjoining subdivisions and parcels of property.
- ✓ A contour map of the subdivision with contour lines and a maximum interval of two feet to show the configuration of the land based upon the United States Geodetic Survey data, or other data approved by the City Engineer.
- ✓ The scaled location of existing buildings, water bodies and courses and location of the adjoining or immediately adjacent dedicated streets, roadways and easements, public and private.
- ✓ Boundary description and the area of the tract.
- ✓ Existing zoning of the tract.
- ✓ The proposed location of street rights-of-way, lots, and lot lines, easements, including all approximate dimensions, and including all proposed lot and block numbering and proposed street names.
- ✓ The location, approximate size and proposed use of all land intended to be dedicated for public use or for common use of all future property owners within the proposed subdivision.
- ✓ The location, size and type of sanitary and storm sewers, water mains, culverts and other surface or subsurface structures existing within or immediately adjacent to the proposed sanitary or storm sewers, water mains, and storage facilities, street improvements, street lighting, curbs, and gutters and all proposed utilities.
- × The direction of drainage, flow and approximate grade of all streets.  
No new streets proposed.
- × The location of all drainage canals and structures, the proposed method of disposing of runoff water, and the location and size of all drainage easements, whether they are located within or outside of the proposed plat.  
No new drainage patterns proposed
- ✓ Vicinity map drawn to approximate scale showing the location of the proposed subdivision in reference to existing and/or proposed arterials and collector streets.
- × The boundaries of the floodplain, floodway and avalanche overlay district shall also be clearly delineated and marked on the preliminary plat or a note provided if the entire project is in the floodplain, floodway or avalanche overlay district.  
No hazard or natural resource areas
- × Building envelopes shall be shown on each lot, all or part of which is within a floodway, floodplain, or avalanche zone; or any lot that is adjacent to the Big Wood River, Trail Creek, or Warm Springs Creek; or

any lot, a portion of which has a slope of 25 percent or greater; or upon any lot which will be created adjacent to the intersection of two or more streets.

- ✓ Lot area of each lot.
- ✓ Existing mature trees and established shrub masses.

**To be provided to Administrator:**

- ✓ Subdivision names shall not be the same or confused with the name of any other subdivision in Blaine County, Idaho and shall be approved by the Blaine County assessor.  
See email from Joanne Freeman
- ✗ All percolation tests and/or exploratory pit excavations required by State health authorities.
- ✓ A copy of the provisions of the articles of incorporation and bylaws of homeowners' association and/or condominium declarations to be filed with the final plat of the subdivision.
- ✓ A current title report shall be provided at the time that the preliminary plat is filed with the Administrator, together with a copy of the owner's recorded deed to such property.
- ✓ A digital copy of the preliminary plat shall be filed with the Administrator.



## **City of Ketchum Subdivision Recording Procedures & Plat Certificates**

### **Recording Procedures**

Once a subdivision application is approved by the Ketchum City Council, signature and recording of plats shall be completed using the following process:

1. Applicant prints all sheets of the plat on mylar, with all required certificates, and gathers signatures from the owner, surveyor, and health department.
2. Applicant delivers all mylar sheets to Ketchum City Hall, 191 W 5<sup>th</sup> Street addressed to the Staff Planner on the application.
3. Staff Planner will gather required signatures from the City Engineer and City Clerk and sign the plat.
4. Once all signatures have been gathered, the Staff Planner will notify the applicant that the plat is ready for pick-up at City Hall.
5. The applicant is responsible for gathering all remaining signatures and recording the plat with the Blaine County Clerk and Recorder.
6. Per Section 16.04.030.K of the Ketchum Municipal Code, the following certificates are required for subdivision plats for property within the City of Ketchum:
  - a. Certificate by registered engineer or surveyor preparing the map certifying to the accuracy of surveying plat.
  - b. Certification of owner(s) of record and all holders of security interest(s) of record with regard to such property.
  - c. Certification and signature of engineer (surveyor) verifying that the subdivision and design standards meet all City requirements.
  - d. Certification and signature of the City Engineer verifying that the subdivision and design standards meet all City requirements.
  - e. Certification and signature of the City Clerk of the City of Ketchum verifying that the subdivision has been approved by the council.



City of Ketchum  
Planning & Building

**Plat Certificates** - The following certificate language shall be included on all plats for property within the Ketchum City Limits. The certificates listed below are in addition to certificates required by Blaine County.

Ketchum City Council Certificate

I, the undersigned, City Clerk, in and for the City of Ketchum, Blaine County, Idaho, do hereby certify that at a regular meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, this plat was duly accepted and approved.

\_\_\_\_\_  
Trent Donat, City Clerk, City of Ketchum

City Engineer Certificate

I, the undersigned, City Engineer in and for the City of Ketchum, Blaine County, Idaho, do hereby approve this plat on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and certify that it is in accordance with the City of Ketchum subdivision ordinance.

\_\_\_\_\_  
Robyn Mattison, City Engineer, City of Ketchum

City Planner Certificate

I, the undersigned, Planner in and for the City of Ketchum, Blaine County, Idaho, do hereby approve this plat on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and certify that it is in accordance with the City of Ketchum subdivision ordinance.

\_\_\_\_\_  
[insert name of planner], City of Ketchum

**The following plat certificate is only required for all new subdivisions or projects that require the expertise of a civil engineer.**

Project Engineer Certificate

I, the undersigned, project engineer for the [insert name of plat] certify that the subdivision is in accordance with the City of Ketchum Subdivision standards.

\_\_\_\_\_  
[Insert Engineer Name], [Insert Company Name]

**For questions or comments on the information provided above, please contact the Planning Department at [planningandzoning@ketchumidaho.org](mailto:planningandzoning@ketchumidaho.org) or call (208) 726-7801.**

# Galena-Benchmark Engineering

ENGINEERING, PLANNING, SURVEYING & MAPPING  
PO Box 733 : 100 Bell Drive  
Ketchum, Idaho 83340  
208-726-9512 : [info@galena-benchmark.com](mailto:info@galena-benchmark.com)



**Limelight Condominiums, Revised  
&  
Limelight Subdivision, Block 1, Lot 1  
Project Introduction & Application Transmittal  
February 16, 2024**

The intent of this application is to create a new lot that conforms to the GR-L Zoning District dimensional standards from the existing common area of the Limelight Condominiums. In addition to the required materials detailed on the subdivision application we are providing this introductory narrative and an Administrative Determination regarding the potential subdivision of the Limelight Condos property provided to the HOA Board President by Morgan Landers on January 8, 2024.

The preliminary plat is presented on a single sheet for clarity. Approval of this application will result in two new plats: (1) Limelight Condominiums Revised and (2) Limelight Subdivision, Block 1, Lot 1. Upon approval of the preliminary plat we will submit the two final plats to the city for approval. Plat (1) will serve to amend the boundaries of the common area of the Limelight Condos; no changes to the condominium units are proposed. Plat (2) will serve to create a new lot (that is not part of the Limelight Condo Association) from the former Limelight Common Area.

We have included the existing CC&Rs for the Limelight Condos with our application as required by city code. But we want to make clear that the newly created Lot 1 will not be part of the Condominium Association and not be subject to the CC&Rs.

Please do not hesitate to contact me if additional information is required or if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "David Patrie".

David Patrie

cc. Christine Kratz, HOA Board President

enclosed:  
Title Report  
Determination letter  
CC&Rs  
Preliminary plat



**CITY OF KETCHUM | PLANNING & BUILDING**

Morgan Landers, AICP | Director  
direct: 208.727.5085 | office: 208.726.7801  
mlanders@ketchumidaho.org

P.O. Box 2315, 191 5th Street West, Ketchum, ID 83340  
ketchumidaho.org

January 8, 2024

Limelight Condo Owners  
Attn: Christine Kraatz  
PO Box 1312  
Ketchum, ID 83343

*[via email]*

Re: Administrative Determination regarding the potential subdivision of the Limelight Condos property

Dear Christine-

The letter serves as an Administrative Determination to your inquiry regarding the potential subdivision of the property where Limelight Condos are currently located. Based on my review of the facts, the property is eligible for subdivision provided all the current code requirements can be met for the newly created lot and future development on said lot. Please see the information below and please let me know if you have any questions.

**Request for Determination:** The city received a request for a determination as to whether the subject property could be legally subdivided due to its non-conforming status.

**Subject Property:** 2107 Warm Springs Rd and 318 Bald Mountain Rd (RPK08500000000)

**Zone District:** General Residential Low Density (GR-L)

**Non-conformities:**

1. Number of Units - The property currently consists of two buildings. 2107 Warm Springs Rd consists of 26 residential condominium units and 318 Bald Mountain Rd consists of 12 residential condominium units. The maximum number of units permitted on one lot in the GR-L zone district is two, therefore the current development is non-conforming based on number of units.
2. Setbacks – The building located at 2107 Warm Springs Rd does not conform to front setback requirements as the west and east corners of the building are 25 feet and 25 feet 3 inches respectively from Warm Springs Rd where 30 feet is required.

**Applicable Code Provisions:**

Title 16 – Subdivisions of the Ketchum Municipal Code governs all subdivisions of land in the jurisdiction of the City of Ketchum. Section 16.04.010.F states that “all proposed subdivisions of land shall comply with the regulations of this chapter” and “the regulations of this chapter are in addition to all other regulations”. In this instance, “all other regulations” refers to the other applicable city regulations including the city’s zoning regulations found in Title 17 of Ketchum Municipal Code. Section 17.136.050 states that “a nonconforming use shall not be enlarged or

extended and a nonconforming building shall not be enlarged or extended so as to increase the degree of nonconformity...". City staff understands the property owners wish to subdivide a portion of the property along Bald Mountain Rd. Based on this understanding, subdivision of the property would not "increase the degree of nonconformity" for the following reasons:

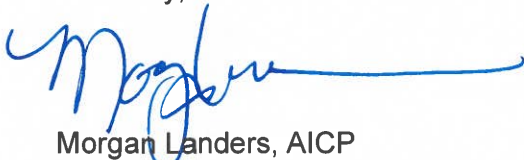
- The GR-L zone district outlines the maximum number of units but does not contain minimum or maximum densities based on number of units per acre. Subdividing the property decreases the size of the subject property but does not change the number of units on the subject property. Since the number of units stays the same on the subject property, subdivision of the lot would not increase the degree of nonconformity.
- The nonconforming setback at 2107 Warm Springs Rd is the front setback, which would not be impacted by a subdivision of property along Bald Mountain Rd. Again, since the nonconforming setback would not change as a result of the subdivision, there is no increase in the degree of nonconformity.

Section 16.04.040.F.1 states that "Lot size, width, depth, shape and orientation and minimum building setback lines shall be in compliance with the zoning district in which the property is located and compatible with the location of the subdivision and the type of development, and preserve solar access to adjacent properties and buildings". To subdivide the property, all requirements noted in this section need to be complied with for both lots with the exception of the nonconformities noted above. To clarify, if a new lot is created on Bald Mountain Rd, side and rear setbacks that comply with zoning regulations would need to be established to the two existing Limelight Condos buildings. Additionally, minimum lot areas for the existing lot and the new lot would need to comply with zoning requirements.

**Determination:** The subject property is eligible for a subdivision provided that the requirements of the underlying zone district can be met as required in Section 16.04.040.F.1 except for the front setback requirement on Warm Springs Rd.

If you have any questions regarding the information, please contact me at the information noted above. This determination may be administratively appealed under Ketchum Municipal Code 17.144. Please be advised, if desired, an appeal of this Determination must be filed within 15 days pursuant to KMC 17.144.030.

Sincerely,



Morgan Landers, AICP  
Director of Planning and Building

## RE: Subdivision name request

Joanne Freeman <jfreeman@co.blaine.id.us>

Thu 1/11/2024 9:29 AM

To: Dave Patrie <dave@galena-benchmark.com>

Cc: Angelica Cenarrusa <acenarrusa@co.blaine.id.us>

Hi Dave,

I apologize for not getting back to you sooner; Limelight Subdivision will be acceptable.

*Thank you,*

*Joanne Freeman*

*Blaine County Assessor's Office*

*219 S 1<sup>st</sup> Ave Ste 101*

*Hailey, ID 83333*

*208-788-5535*

---

**From:** Dave Patrie <dave@galena-benchmark.com>

**Sent:** Wednesday, January 10, 2024 1:44 PM

**To:** Joanne Freeman <jfreeman@co.blaine.id.us>

**Subject:** Re: Subdivision name request

You don't often get email from [dave@galena-benchmark.com](mailto:dave@galena-benchmark.com). [Learn why this is important](#)

**WARNING:** This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Joanne. I hope you had a good holiday. I wanted to follow up to see if this subdivision name is okay with you. We are just about ready to submit to the City of Ketchum. Thanks.

*David Patrie*

Principal

**Galena-Benchmark Engineering**

[www.galena-benchmark.com](http://www.galena-benchmark.com) | Dial Direct: (208) 481-8287 | Main Office: (208) 726-9512

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**From:** Dave Patrie  
**Sent:** Thursday, January 4, 2024 8:17 AM  
**To:** Joanne Freeman <[jfreeman@co.blaine.id.us](mailto:jfreeman@co.blaine.id.us)>  
**Subject:** Subdivision name request

Hi Joanne. We are working with the Limelight Condos HOA to split off a residential lot from the association's common area. Is the name "Limelight Subdivision" acceptable to your office?  
Thanks.

*David Patrie*

Principal

**Galena-Benchmark Engineering**

[www.galena-benchmark.com](http://www.galena-benchmark.com) | Dial Direct: (208) 481-8287 | Main Office: (208) 726-9512

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177090

CONDOMINIUM DECLARATION  
FOR  
THE LIMELIGHT CONDOMINIUMS

ARTICLE I. Recitals and Certain Definitions.

Section 1.1 The Declarant; the Real Property. Jack C. Corrock and Lila S. Corrock, husband and wife, (together with their successors and assigns, collectively, the "Declarant") are the owners of that certain real property located in Blaine County, Idaho, described in Exhibit A attached hereto and hereby made a part of this Declaration (the "Real Property").

Section 1.2 Intention of Declarant. Declarant intends to provide for condominium ownership of the real property under condominium property act of the State of Idaho.

Section 1.3 The Project. The term "Project" shall collectively mean the Real Property and all buildings and other improvements located on the real property.

Section 1.4 Type of Ownership. This condominium project will provide a means for ownership in fee simple of separate interest in Units and for co-ownership with others, as tenants in common, of Common Area, as those terms are herein defined.

ARTICLE II. Additional Definitions.

The following terms shall have the following meanings when used herein unless the context otherwise requires.

Section 2.1 Building. "Building" means one of the buildings constructed on the Real Property pursuant to this Declaration, excepting all automobile parking structures.

Section 2.2 Unit. "Unit" means the separate interest in a condominium, as bounded by the interior surfaces of the perimeter walls, floors, ceilings, windows and doors thereof and the interior surfaces of built-in fireplaces as shown and numbered on the Condominium Map to be filed for record, together with all fixtures and improvements therein contained. Notwithstanding such markings, the following are not part of a Unit: bearing walls, columns, floors and roofs (except for the interior surface thereof, if a perimeter wall, floor or ceiling), foundations, shafts, central heating, central refrigeration and central air conditioning equipment, reservoirs, tanks, pumps and other services used by more than one Unit, pipes, vents, ducts, flues, chutes, conduits, wires and other utility installations, wherever located, except the outlets thereof when located within the Unit. The interior surfaces of a perimeter window or door means the points at which such surfaces are located when such windows or doors are closed; the physical windows and doors themselves are part of the Common Area, as herein defined. Each Unit also includes the interior of any storage areas which are

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shown on the Condominium Map as belonging to such Unit, bounded as described herein for the other portions of the Unit. In the case of combination of two or more adjoining Units, those portions of partition walls between Units which are from time to time used as door openings between such Units shall be deemed to be divided in half longitudinally, parallel to the partition wall, and each half shall constitute part of the Unit which it adjoins, as Limited Common Area appurtenant to such Unit.

Section 2.3 Common Area. "Common Area" means the entire Project excepting all Units.

Section 2.4 Limited Common Area. "Limited Common Area" means that Common Area designated herein for exclusive use by Owners of particular Condominiums, as those terms are herein defined.

Section 2.5 General Common Area. "General Common Area" means all Common Area excepting all Limited Common Area.

Section 2.6 Condominium. "Condominium" means a separate interest in a Unit together with an undivided interest in common in the Common Area (Expressed as a percentage of the entire ownership interest in the Common Area) as set forth in Exhibit B attached hereto and by this reference made a part hereof.

Section 2.7 Owner. "Owner" means any person or entity, including Declarant, at any time owning a Condominium; the term "Owner" shall not refer to any Mortgagee, as herein defined, unless such Mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

Section 2.8 Mortgage. "Mortgage" means any mortgage, deed of trust, or other security instrument by which a Condominium or any part thereof is encumbered.

Section 2.9 Mortgagee. "Mortgagee" means any person, or any successor to the interest of such person named as the mortgagee, trust beneficiary, or creditor under any mortgage, as mortgage is defined in Article II, Section 2.8, under which the interest of any Owner, or successor to the interest of such Owner is encumbered.

Section 2.10 Association. "Association" means The Limelight Condominiums, Inc. an Idaho corporation, not for profit, its successors and assigns, organized as provided herein. The Association may merge with or include other unit owners in The Limelight Condominiums.

Section 2.11 Condominium Map. "Condominium Map" means the Condominium Map for The Limelight Condominiums to be filed for record in the office of the County Recorder of Blaine County, Idaho, consisting of a plat or survey map of the surface of the ground of the Real Property showing a survey and legal description thereof, the location of the building with respect to the boundaries of the Real Property, together with diagrammatic floor plans of the Building, showing the boundaries of each Unit within the Building, including horizontal and vertical locations and dimensions of all boundaries of each Unit, Unit number identifying the Units, together with such other information as may be included thereon in the discretion of the Declarant. The Condominium Map shall be completed only after

the Project has been substantially completed so that all points to be located thereon will reflect the true location of each Unit and the Common Area, as built.

ARTICLE III. Statement of Intention and Purpose.

Declarant hereby declares that the Project and every part thereof is held and shall be held, conveyed, devised, leased, rented, encumbered, used, occupied and improved and otherwise affected in any manner subject to the provisions of this Declaration, each and all of which provisions are hereby declared to be in furtherance of the general plans and scheme of condominium ownership referred to in Article I and are further declared to be for the benefit of the Project and every part thereof and for the benefit of each Owner. All provisions hereof shall be deemed to run with the land as covenants running with the land or as equitable servitudes as the case may be, and shall constitute benefits and burdens to the Declarant and its assigns and to all persons hereafter acquiring or owning any interest in the Project, however such interest may be obtained.

ARTICLE IV. Nature and Incidents of Condominium Ownership.

Section 4.1 Estates of an Owner. The Project is hereby divided into Condominiums, each consisting of a separate interest in a Unit and an undivided interest in common in the Common Area in accordance with the attached Exhibits A & B setting forth the Common Area appurtenant to each Unit. The percentage of ownership interest in the Common Area which is to be allocated to each Unit for purposes of tax assessment under Section 55-1514 of the Idaho Code and for purposes of liability as provided by Section 55-1515 of such Code shall be the same as set forth in Exhibit B. Exhibit B also contains a legal description of each Unit in Building A, consisting of the identifying number of such Unit as shown on the Condominium Map. Such undivided interests in the Common Area are hereby declared to be appurtenant to the respective Units.

Section 4.2 Limited Common Area. "Limited Common Area" shall consist of: balconies, porches, automobile parking structures, and air conditioning equipment. The balcony or balconies and the porch or porches adjoining a Unit and the automobile parking structure identified on the Condominium Map with the same number or other designation by which the Unit is identified on the Condominium Map and the individual air conditioning equipment, as referred to above, shall be used in connection with such Unit to the exclusion of the use thereof by the other owners of Common Area except by invitation.

Section 4.3 Right to Combine Units. Declarant reserves the right to combine physically the area or space of one Unit with the area or space of one or more adjoining Units. Such combination shall not prevent separate ownership of such Condominiums in the future. Declarant reserves the right to designate and convey to any purchaser of such combined Units as additional Limited Common Area any walls, floors, or other structural separations between Units so combined, or any space which would be occupied by such structural separations but for the combination of Units. Such structural separations and such space shall automatically become General Common Area if the combined Units become subject to separate ownership in the future.

Section 4.4 Title. Title to a Condominium may be held or owned by any entity and in any manner in which title to any other real property may be held or owned in the State of Idaho.

Section 4.5 Inseparability. No part of a Condominium or of the legal rights comprising ownership of a Condominium may be separated from any other part thereof during the period of Condominium Ownership prescribed herein, so that each Unit and the undivided interest in the Common Area appurtenant to such Unit shall always be conveyed, devised, encumbered, and otherwise affected only as a complete Condominium. Every gift, devise, bequest, transfer, encumbrance, conveyance or other disposition of a Condominium or any part thereof shall be presumed to be a gift, devise, bequest, transfer, encumbrance, or conveyance, respectively, of the entire Condominium; together with all appurtenant rights created by law or by this Declaration.

Section 4.6 Partition not Permitted. The Common Area shall be owned in common by all the owners of Condominiums, and no owner may bring any action for partition thereof.

Section 4.7 Owner's Right to Common Area. Subject to the limitations contained in this Declaration, each Owner shall have the nonexclusive right to use and enjoy the General Common Area, and shall have the exclusive right to use and enjoy the Limited Common Area designated herein for exclusive use by such Owner.

Section 4.8 Taxes and Assessments. Each Owner shall execute such instruments and take such actions as may reasonably be specified by the Association to obtain separate real property tax assessments of the interest of each Owner in each Condominium. If any taxes or special district or other assessments may, in the opinion of the Association, nevertheless be a lien on the project or any part thereof, the Association shall pay the same and assess the same to the Owner or Owners responsible therefor. Each Owner shall pay the taxes or assessments assessed against his Condominium, or interest therein, or his interest in the Common Area, or any part of any or all of the foregoing. Each Owner shall pay all taxes, rates, impositions and assessments levied against the Project or any part of the Common Area in proportion to his interest in the Common Area, such payment to be made to the Association at least thirty (30) days prior to the delinquency of such tax or assessment. Each such unpaid

tax or assessment shall bear interest at the rate of eight per cent (8%) per annum from from and after the time the same becomes payable by each Owner and shall be secured by the lien created by Section 9.6 hereof.

Section 4.9 Owner's Rights With Respect To Interiors. Each Owner shall have the exclusive right to paint, repaint, tile, wax, paper or otherwise maintain, refinish and decorate the interior surfaces of the walls, ceilings, floors, windows and doors forming the boundaries of the Unit and all walls, ceilings, floors and doors within such boundaries.

Section 4.10 Easements for Encroachments. If any part of the Common Area encroaches or shall hereinafter encroach upon a Unit or Units, an easement for such encroachment and for the maintenance of the same shall and does exist. If any part of a Unit encroaches or shall hereafter encroach upon the Common Area, or upon an adjoining Unit or Units, an easement for such encroachment and for the maintenance of the same shall and does exist. Such encroachments shall not be considered to be encumbrances either on the Common Area or the Units. Encroachments caused by settling, rising or shifting of the earth, or by changes in position caused by repair or reconstruction of the Project or any part thereof.

Section 4.11 Easements of Access For Repair, Maintenance and Emergencies. Some of the Common Area is or may be located within the Units or may be conveniently accessible only through the Units. The Owners of other Units shall have the irrevocable right, to be exercised by the Association as their agent, to have access to each Unit and to all Common Area from time to time during such reasonable hours as may be necessary for the maintenance, repair or replacement of any of the Common Area located therein or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the Common Area or to another Unit or Units. The Association shall also have such right independent of any agency relationship. Damage to the interior of any part of a Unit or Units resulting from the maintenance, repair, emergency repair or replacement of any of the Common Area or as a result of emergency repairs within another Unit at the instance of the Association or of Owners shall be an expense of all of the Owners; provided, however, that if such damage is the result of negligence of the Owner of a Unit, then such Owner shall be financially responsible for all of such damage. Such damage shall be repaired and the property shall be restored substantially to the same condition as existed prior to the damage. Amounts owing by Owners pursuant hereto shall be collected by the Association by assessment pursuant to Article IX, below.

Section 4.12 Owner's Right to Ingress and Egress and Support. Each Owner shall have the right to ingress and egress over, upon and across the Common Area necessary for access to his Unit and to the Limited Common Area designated for use in connection with his Unit, and shall have the right to the horizontal and lateral support of his Unit, and such rights shall be appurtenant to and pass with the title to each Condominium.

Section 4.13 Association's Right to Use of Common Area.  
The Association shall have a nonexclusive easement to make such use of the Common Area as may be necessary or appropriate to perform the duties and functions which it is obligated or permitted to perform pursuant to this Declaration, including the right to construct and maintain in the General Common Area maintenance and storage facilities for use by the Association.

Section 4.14 Declarant's Right Incident to Construction.  
Declarant, and persons it shall select, shall have the right to ingress and egress over, upon and across the Common Area, the right to store materials thereon and to make such other use thereof as may be reasonably necessary incident to complete development of the Project.

Section 4.15 Easements Deemed Created. All conveyances of Condominiums hereafter made, whether by the Declarant or otherwise, shall be construed to grant and reserve such reciprocal easements as shall give effect to Sections 4.10, 4.11, 4.12, 4.13, and 4.14 above, even though no specific reference to such easements or to those Sections appears in any such conveyance.

ARTICLE V. Description of a Condominium

Every contract for the sale of a Condominium and every other instrument affecting title to a Condominium may describe that Condominium by the number shown on the Condominium Map with the appropriate reference to the Condominium Map and to this Declaration, as each appears on the records of the County Recorder of Blaine County, Idaho, in the following fashion:

Building A, Condominium Unit # \_\_\_\_\_,  
as shown in the Condominium Map for THE LIMELIGHT  
CONDOMINIUMS appearing in the Records  
of Blaine County, Idaho, as Instrument No. \_\_\_\_\_,  
and as defined and described in that Condominium  
Declaration for THE LIMELIGHT CONDOMINIUMS  
recorded in the Records of Blaine County,  
Idaho, as Instrument No. \_\_\_\_\_.

Such description will be construed to describe the Unit, together with the appurtenant undivided interest in the Common Area, and to incorporate all the rights incident to ownership of a Condominium and all the limitations on such ownership as described in this Declaration.

ARTICLE VI. Mechanic's Lien Rights.

No labor performed or services or materials furnished with the consent of or at the request of an Owner or his agent or his contractor or subcontractor shall be the basis for the filing of a lien against the Condominium of any other Owner, or against any part thereof, or against any other property of any other Owner, unless such other Owner has expressly consented to or requested the performance of such labor or furnishing of

such materials or services. Such express consent shall be deemed to have been given by the Owner of any Condominium in the case of emergency repairs thereto. Labor performed or services or materials furnished for the Project, if duly authorized by the Association, shall be deemed to be performed or furnished with the express consent of each Owner. Any Owner may remove his Condominium from a lien against two or more Condominiums or any part thereof by payment to the holder of the lien of the fraction of the total sum secured by such lien which is attributable to his Condominium.

ARTICLE VII. The Association.

Section 7.1 Membership. The Articles of Incorporation and the By-Laws of the Association are attached hereto as Exhibit C and hereby made a part of this Declaration. Every Owner shall be entitled and required to be a member of the Association. If title to a Condominium is held by more than one person, the membership related to that Condominium shall be shared by all such persons in the same proportionate interests and by the same type of tenancy in which the title to the Condominium is held. An Owner shall be entitled to one membership for each Condominium owned by him. No person or entity other than an Owner may be a member of the Association, and the Articles of Incorporation or By-Laws of the Association always shall so state and shall in addition state that the memberships in the Association may not be transferred except in connection with the transfer of a Condominium. Provided, however, that the rights of membership may be assigned to a Mortgagee as further security for a loan secured by a lien on a Condominium.

Section 7.2 Voting Rights. The total number of votes which may be cast by all members of the Association shall be as set forth in the Articles of Incorporation and By-Laws of the Association, attached hereto as Exhibit C, and each Owner shall be entitled to vote the same percentage of the total number of votes of the Association as such Owner's percentage interest in the Common Area as set forth in Exhibit B attached hereto.

Section 7.3 Transfer. Except as otherwise expressly stated herein, any of the rights, interests and obligations of the Association set forth herein or reserved herein may be transferred or assigned to any other person or entity; provided, however, that no such transfer or assignment shall relieve the Association of any of the obligations set forth herein. Any such transfer or assignment shall not revoke or change any of the rights or obligations of any Owners as set forth herein.

Section 7.4 Amplification. The provisions of this Article are amplified by the Articles of Incorporation of the Association and by the By-Laws of the Association; provided, however, that no present or future provision of such Articles of Incorporation or By-Laws shall substantially alter or amend any of the rights or obligations of the Owners set forth herein.

ARTICLE VIII. Certain Rights and Obligations of the Association.

Section 8.1 The Management Body. The Association is hereby designated to be the "Management Body" as provided in Section 55-1503 and 55-1506 of the Idaho Code and shall administer the Project in accordance with the Condominium Property Act of such Code, the Articles of Incorporation and By-Laws of the Association and the provisions of this Declaration.

Section 8.2 The Common Area. The Association, subject to the rights of the Owners set forth in Article IV hereof, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair; however, each Owner of a Condominium Unit shall keep the Limited Common Area designated for use in connection with his Unit in a clean, sanitary and attractive condition, and shall maintain and repair the heating equipment and water heater servicing his Unit exclusively. The Association shall be responsible for the maintenance and repair of exterior surfaces of Buildings and improvements located on the Project, including, with limitation the painting of the same as often as necessary, the replacement of trim and caulking, the maintenance and repair of roofs, the maintenance and repair of other Common Area, including utility lines, areas for access to any automobile parking structures constituting part of the Condominiums and all other improvements or materials located within or used in connection with the Common Area. The Association shall maintain in a proper, first class manner all landscaping and natural vegetation constituting part of the Common Area, including assuring the preservation of good visual continuity between landscaped areas and natural vegetation.

The specification of duties of the Association with respect to particular Common Area shall not be construed to limit its duties with respect to other Common Area, as set forth in the first sentence in this Section. The cost of such maintenance, management and repair by the Association shall be borne as provided in Article IX. The Association shall have the right to grant easements for utility purposes over, upon, across, under or through any portion of the Common Area, and each Owner hereby irrevocably appoints this Association as attorney in fact for such purpose.

Section 8.3 Miscellaneous Services. The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Project, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Project or the enforcement of this Declaration. The Association may arrange with others to furnish electrical, water, sewer, trash collection services, and other common services, to each Unit.

Section 8.4 Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all of the Owners tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be deemed to be owned by the Owners in the same proportion as their respective interests in the Common Area. Such interest shall not be transferable except with the transfer of a Condominium. A transfer of a Condominium shall transfer to the transferee ownership of the transferor's beneficial interest in such property without any reference thereto. Each Owner may use such property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of other Owners. The transfer of title to a Condominium under foreclosure shall entitle the purchaser to the interest in such personal property associated with the foreclosed Condominium.

Section 8.5 Rules and Regulations. The Association may make reasonable rules and regulations governing the use of the Units and of the Common Area, which rules and regulations shall be consistent with the rights and duties established in this Declaration. Such rules and regulations may include, without limitation, assignment of particular portions of storage areas within the Common Area for exclusive use by Owners of particular Condominiums. The Association may suspend any Owner's voting rights in the Association during any period or periods during which such Owner fails to comply with such rules and regulations, or with any other obligations of such Owner under this Declaration. The Association may also take judicial action against any Owner to enforce compliance with such rules, regulations or other obligations or to obtain damages for non-compliance, all to the extent permitted by law.

Section 8.6 Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or by law, and every other right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

ARTICLE IX. Assessments.

Section 9.1 Agreement to Pay Assessment. Declarant, for each Condominium owned by it within the Project, and for and as the Owner of the Project and every part thereof, hereby covenants, and each Owner of any Condominium by the acceptance of a deed therefor, whether or not it be so expressed in the deed, shall be deemed to covenant and agree with each other and with the Association to pay to the Association annual assessment made by the Association for the purposes provided in this Declaration, and special assessments for capital improvements and other matters as provided in this Declaration. Such assessments shall be fixed, established and collected from time to time in the manner provided in this Article.



Section 9.2 Amount of Total Annual Assessments. The total annual assessments against all Condominiums shall be based upon advance estimates of cash requirements by the Association to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Common Area or furnishing electrical, water, sewer, and trash collection services, and other common services, to each Unit, which estimates may include, among other things, expenses of management; taxes and special assessments, until the Condominiums are separately assessed as provided herein; premiums for all insurance which the Association is required or permitted to maintain pursuant hereto; landscaping and care of grounds; common lighting and heating; water charges; trash collection; sewer service charges; repairs and maintenance; wages for Association employees; legal and accounting fees; any deficit remaining from a previous period; the creation of a reasonable contingency reserve, surplus and/or sinking fund; and any other expenses and liabilities which may be incurred by the Association for the benefit of the Owners under or by reason of this Declaration.

Section 9.3 Apportionment of Annual Assessments. Expenses attributable to the Common Area and to the Project as a whole shall be apportioned among all Owners in proportion to the interest in the Common Area owned by each.

Section 9.4 Notice of Annual Assessments and Time for Payment Thereof. Annual assessments shall be made on January 1 through December 31 calendar year basis. The Association shall give written notice to each Owner as to the amount of the annual assessment with respect to his Condominium on or before December 1 for each year for the fiscal year commencing on such date. Such assessments shall be due and payable on or before December 20 each year. Provided, however, that the first annual assessment shall be for the balance of the fiscal year remaining after the date fixed by the Association as the date of commencement of the Project. Such assessment shall be due and payable within thirty days after written notice of the amount thereof shall have been given to the respective Owner of a Condominium. Each annual assessment shall bear interest at the rate of eight per cent (8%) per annum from the date it becomes due and payable if not paid within thirty days after said date. Failure of the Association to give timely notice of any assessments as provided herein shall not affect the liability of the Owner of any Condominium for such assessment, but the date when payment shall become due in such a case shall be deferred to a date thirty days after such notice shall have been given.

Section 9.5 Special Assessments for Capital Improvements. In addition to the annual assessments authorized by this Article, the Association may levy in any assessment year a special assessment, payable over such a period as the Association may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the Project or any part thereof, or for any other expense incurred or to be incurred as provided in this Declaration. This section shall not be construed as an independent source of authority for the Association to incur expenses, but shall be construed to prescribe the manner of assessing for expenses authorized by other Sections hereof which shall make specific reference to this Article. Any amounts assessed pursuant hereto shall be assessed to Owners in proportion to the interest in the

Common Area owned by each. Notice in writing of the amount of such special assessments and the time for payment thereof shall be given promptly to the Owners, and no payment shall be due less than thirty days after such notice shall have been given. A special assessment shall bear interest at the rate of eight per cent (8%) per annum from the date it becomes due and payable if not paid within 30 days after such date.

Section 9.6 Lien for Assessments. All sums assessed to any Condominium pursuant to THIS ARTICLE, together with interest thereon as provided herein, shall be secured by a lien on such Condominium in favor of the Association upon recordation of a notice of assessment as herein provided. Such lien shall be superior to all other liens and encumbrances on such Condominium, except only for: (a) valid tax and special assessment liens on the Condominium in favor of any governmental assessing authority; (b) a lien for all sums unpaid on a first Mortgage, or on any Mortgage to Declarant, duly recorded in Blaine County, Idaho real estate records, including all unpaid obligatory advances to be made pursuant to such Mortgage and all amounts advanced pursuant to such Mortgage and secured by the lien thereof in accordance with the terms of such instrument; and (c) labor or materialmen's liens, to the extent required by law. All other lienors acquiring liens on any Condominium after this Declaration shall have been recorded in said records shall be deemed to consent that such liens shall be inferior liens to future liens for assessments as provided herein, whether or not such consent be specifically set forth in the instruments creating such liens.

To create a lien for sums assessed pursuant to this Article, the Association may prepare a written notice of assessment setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the record owner of the Condominium and a description of the Condominium. Such a notice shall be signed by the Association and may be recorded in the office of the County Recorder of Blaine County, Idaho. No notice of assessment shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by sale to be conducted in the manner permitted by law in Idaho for the exercise of power of sale in deeds of trust or in any other manner permitted by law. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceeding, the costs and expenses of filing the notice of assessment and all reasonable attorney's fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Condominium which shall become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the same as the Owner thereof.

A further notice stating the satisfaction and release of any such lien shall be executed by the Association and recorded in the Blaine County, Idaho real estate records, upon payment of all sums secured by a lien which has been made the subject of a recorded notice of assessment.

Any encumbrancer holding a lien on a Condominium may pay, but shall not be required to pay, any amounts secured by the lien created by this Section, and upon such payment such encumbrancer shall be subrogated to all rights of the Association with respect to such lien, including priority.

The Association shall report to any encumbrancer of a Condominium any unpaid assessment remaining unpaid for longer than ninety days after the same shall have become due; provided however, that such encumbrancer first shall have furnished to the Association written notice of such encumbrance.

Unless sooner satisfied and released or the enforcement thereof initiated as provided earlier in this Section, any lien created pursuant to this Section shall expire and be of no further force or effect one year from the date of recordation of said notice of assessment; provided, however, that said one year period may be extended by the Association for not to exceed one additional year by written extension signed by the Association and recorded in the office of the County Recorder of Blaine County, Idaho, prior to expiration of said first one-year period.

Section 9.7 Personal Obligation of Owner. The amount of any annual or special assessment against any Condominium shall be the personal obligation of the Owner thereof to the Association. Suit to recover a money judgment for such personal obligation shall be maintainable by the Association without foreclosing or waiving the lien securing the same. No Owner may avoid or diminish such personal obligation by waiver of the use and enjoyment of any of the Common Area or by abandonment of his Condominium.

Section 9.8 Statement of Account. Upon payment of a reasonable fee not to exceed \$15 and upon written request of any Owner or any Mortgagee, prospective Mortgagee or prospective purchaser of a Condominium, the Association shall issue a written statement setting forth the amount of the unpaid assessments, if any, with respect to such Condominium, the amount of the current yearly assessment and the date that such assessment becomes or became due, credit for advanced payment or prepaid items, including, but not limited to, an Owner's share of prepaid insurance premiums, which statement shall be conclusive upon the Association in favor of persons who rely thereon in good faith. Unless such request for a statement of account shall be complied with within twenty days, all unpaid assessments which became due prior to the date of making such request shall be subordinate to the lien of the Mortgage which acquired its interest subsequent to requesting such statement. Where a prospective purchaser makes such request, both the lien for such unpaid assessments and the personal obligation of the purchaser shall be released automatically if the statement is not furnished within the twenty-day period provided herein and thereafter an additional written request is made by such purchaser and is not complied with within ten days, and the purchaser subsequently acquires the Condominium.

Section 9.9 Personal Liability of Purchaser for Assessments. Subject to the provisions of Section 9.8, a purchaser of a Condominium shall be jointly and severally liable with the seller for all unpaid assessments against the Condominium up to the time of the grant or conveyance, without prejudice to the purchaser's right to recover from the seller the amount paid by the purchaser for such assessments.

ARTICLE X. Use of Condominiums.

Section 10.1 Residential. Each Condominium shall be used for residential purposes only, and no trade or business of any kind may be carried on therein. Lease or rental of a Condominium for lodging or residential purposes shall not be considered to be a violation of this covenant.

Section 10.2 Use of Common Area. There shall be no obstruction of the Common Area, nor shall anything be stored on any part of the Common Area without the prior written consent of the Association. Nothing shall be altered on, constructed in, or removed from, the Common Area except upon the prior written consent of the Association.

Section 10.3 Prohibition of Damage and Certain Activities. Nothing shall be done or kept in any Unit or in the Common Area or any part thereof which would result in the cancellation of the insurance on the Project or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Association. Nothing shall be done or kept in any Unit or in the Common Area or any part thereof which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Area or any part thereof shall be committed by any Owner or any invitee of any Owner, and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by him or his invitees; provided, however, that any invitee of the Declarant shall not under any circumstances be deemed to be an invitee of any other Owner. No noxious, destructive or offensive activity shall be carried on in any Unit or in the Common Area or any part thereof, nor shall anything be done therein which may be or may become an annoyance or nuisance to any other Owner or to any person at any time lawfully residing in the Project.

Section 10.4 Animals. The Association may by rules or regulations prohibit or limit the raising, breeding, or keeping of animals, livestock, or poultry in any Unit or on the Common Area or any part thereof.

Section 10.5 Rules and Regulations. No Owner shall violate the rules and regulations for the use of the Units and of the Common Area as adopted from time to time by the Association.

Section 10.6 Maintenance of Interiors. Each Owner shall keep the interior of his Unit, including, without limitation, interior walls, windows, glass, ceilings, floors and permanent fixtures and appurtenances thereto, in a clean, sanitary and attractive condition, and good state of repair and shall keep the Limited Common Area designated for use in connection with his Unit in clean, sanitary and attractive condition, and shall keep the heating equipment and water heater serving his Unit in a good state of maintenance and repair.

Section 10.7 Structural Alterations. No structural alterations to any Unit shall be made, and no plumbing, electrical or similar work within the Common Area shall be done, by any Owner without the prior written consent of the Association, except that an Owner may do such work as may be appropriate to maintain and repair Limited Common Area appurtenant to such Owner's Unit.

ARTICLE XI. Insurance.

Section 11.1 Types of Insurance. The Association shall obtain and keep in full force and effect at all times the following insurance coverage provided by companies duly authorized to do business in Idaho. The provisions of this Article shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage, in addition to any insurance coverage required hereunder, in such amounts and in such forms as the Association may deem appropriate from time to time.

(a) Casualty Insurance. The Association shall obtain insurance on the Project in such amounts as shall provide for full replacement thereof in the event of damage or destruction from the casualty against which such insurance is obtained, all in the manner in which a corporation owning similar multiple family residential buildings, in the vicinity of the Project would, in the exercise of prudent business judgment, obtain such insurance. Such insurance shall include fire and extended coverage, vandalism and malicious mischief, war risk insurance if available and if deemed appropriate by the Association, and such other risks and hazards against which the Association shall deem it appropriate to provide insurance protection. The Association may comply with the above requirements by the purchase of blanket coverage and may elect such "deductible" provisions as in the Association's opinion are consistent with good business practice.

(b) Public Liability and Property Damage Insurance. The Association shall purchase broad form comprehensive liability coverage in such amounts and in such forms as it deems advisable to provide adequate protection. Coverage shall include, without limitation, liability for personal injuries, operation of automobiles on behalf of the Association, and activities in connection with the ownership, operation, maintenance and other use of the Project.

(c) Workmen's Compensation and Employer's Liability Insurance. The Association shall purchase workmen's compensation and employer's liability insurance and all other similar insurance in respect of employees of the Association in the amounts and in the forms now or hereafter required by law.

(d) Fidelity Insurance. The Association shall purchase, in such amounts and in such forms as it shall deem appropriate, coverage against dishonesty of employees, destruction or disappearance of money or securities, and forgery.

(e) Other. The Association may obtain insurance against such other risks, of a similar or dissimilar nature, as it shall deem appropriate with respect to the Project, including any personal property of the Association located thereon.

Section 11.2 Optional Insurance. The Association may obtain the following types of insurance coverage, but is not required to do so.

(a) Personal Property Casualty Insurance. The Association may in its discretion obtain insurance on the personal property and furnishings initially placed in the Units of Owners by Declarant upon completion of construction of the Project in such amounts as shall provide for the full replacement thereof in the event of damage or destruction from casualties against which such insurance is obtained.

(b) Casualty and Public Liability Insurance. The Association may in its discretion obtain casualty and public liability insurance coverage, in amounts it may select, with respect to an Owner's activities within each individual Unit and for activities of the Owner, not acting by the Association, with respect to the Common Area.

Section 11.3 Form. Casualty insurance shall be carried in a form or forms naming the Association the insured as trustee for the Owners, which policy or policies shall specify the interest of each Condominium Owner (Owner's name, Unit number, the appurtenant undivided interest in the Common Area) and which policy or policies shall provide a standard loss payable clause providing for payment of insurance proceeds to the Association as trustee for the Owners and for the respective first Mortgagees which from time to time shall give notice to the Association of such first Mortgages, such proceeds to be used in accordance with this Declaration. Each policy shall also provide that it cannot be cancelled by either the insured or the insurance company until after ten days' prior written notice is first given to each Owner and to each first Mortgagee. The Association shall furnish to each Owner and to Declarant a true copy of such policy together with a certificate identifying the

Interest of the Owner. All policies of insurance shall provide that the insurance thereunder shall be invalidated or suspended only in respect to the interest of any particular Owner guilty of breach of warranty, act, omission, negligence or noncompliance with any provision of such policy, including payments of the insurance premium applicable to that Owner's interest, or who permits or fails to prevent the happening of any event, whether occurring before or after a loss, which under the provisions of such policy would otherwise invalidate or suspend the entire policy. All policies of insurance shall provide further that the insurance under any such policy as to the interest of all other insurance Owners not guilty of any such act or omission, shall not be invalidated or suspended and shall remain in full force and effect.

Public liability and property damage insurance shall name the Association the insured, as trustee for the Owners, and shall protect each Owner against liability for acts of the Association in connection with the ownership, operation, maintenance or other use of the Project.

Section 11.4 Owner's Responsibility. Insurance coverage on the furnishings initially placed in the Unit by Declarant, unless the Association pursuant to Section 11.2 hereof elects to arrange for such casualty insurance, and casualty and public liability insurance coverage within each individual Unit and for activities of the Owner, not acting by the Association, with respect to the Common Area, unless the Association pursuant to Section 11.2 hereof elects to arrange for such casualty insurance, and regardless of the Association election, insurance coverage against loss from theft on all personal property and insurance coverage of items of personal property placed in the Unit by Owner, shall be the responsibility of the respective Owners.

Section 11.5 Insurance Proceeds. The Association shall receive the proceeds of any casualty insurance payments received under policies obtained and maintained pursuant to this Article. The Association shall apportion the proceeds to the portions of the Project which have been damaged and shall determine the amount of the proceeds attributable to damage to the Common Area. To the extent that reconstruction is required herein, the proceeds shall be used for such purpose. To the extent that reconstruction is not required herein and there is a determination that the Project shall not be rebuilt, the proceeds shall be distributed in the same manner herein provided in the event of sale of obsolete Units, as set forth in Section 13.4. Each Owner and each Mortgagee shall be bound by the apportionments of damage and of the insurance proceeds made by the Association pursuant hereto.

Section 11.6 Owner's Own Insurance. Notwithstanding the provisions of Section 11.1 and 11.2 hereof, each Owner may obtain insurance at his own expense providing coverage upon his Condominium, his personal property, for his personal liability, and covering such other risks as he may deem appropriate, but each such policy shall provide that it does not diminish the insurance carrier's coverage for liability arising under insurance policies which the Association obtains pursuant to this Article.

All such insurance of the Owner's Condominium shall waive the insurance company's right of subrogation against the Association, the other Owners, and the servants, agents and guests of any of them, if such insurance can be obtained in the normal practice without additional premium charge for the waiver of rights of subrogation.

ARTICLE XII. Casualty Damage or Destruction.

Section 12.1 Affects Title. Title to each Condominium is hereby made subject to the terms and conditions hereof, which bind the Declarant and all subsequent Owners, whether or not it be so expressed in the deed by which any Owner acquires his Condominium.

Section 12.2 Association as Agent. All of the Owners irrevocably constitute and appoint the Association their true and lawful attorney in fact in their name, place and stead for the purpose of dealing with the Project upon its damage or destruction as hereinafter provided. Acceptance by any grantee of a deed from the Declarant or from any Owner shall constitute such appointment.

Section 12.3 General Authority of Association. As attorney in fact, the Association shall have full and complete authorization, right and power to make, execute and deliver any contract, deed, or other instrument with respect to the interest of a Condominium Owner which may be necessary or appropriate to exercise the powers herein granted. Repair and reconstruction of the improvements as used in the succeeding subparagraphs mean restoring the Project to substantially the same condition in which it existed prior to damage, with each Unit and the Common Area having substantially the same vertical and horizontal boundaries as before. The proceeds of any insurance collected shall be available to the Association for the purpose of repair or reconstruction unless the Owners and all first Mortgagees unanimously agree not to rebuild in accordance with the provisions set forth hereinafter.

In the event any Mortgagee should not agree not to rebuild, the Association shall have the option to purchase such Mortgage by payment in full of the amount secured thereby if the Owners are in unanimous agreement not to rebuild. The Association shall obtain the funds for such purpose by special assessments under Article IX of this Declaration.

Section 12.4 Estimate of Costs. As soon as practicable after an event causing damage to, or destruction of, any part of the Project, the Association shall obtain estimates that it deems reliable and complete of the costs of repair or reconstruction of that part of the Project damaged or destroyed.

Section 12.5 Repair or Reconstruction. As soon as practicable after receiving these estimates the Association shall diligently pursue to completion the repair or reconstruction of that part of the Project damaged or destroyed. The Association



may take all necessary or appropriate action to effect repair or reconstruction, as attorney in fact for the Owners, and no consent or other action by any Owner shall be necessary in connection therewith. Such repair or reconstruction shall be in accordance with the original plans and specifications of the Project or may be in accordance with any other plans and specifications the Association may approve, provided that in such latter event the number of cubic feet and the number of square feet of any Unit may not vary by more than 5% from the number of cubic feet and the number of square feet for such Unit as originally constructed pursuant to such original plans and specifications, and the location of the Buildings shall be substantially the same as prior to damage or destruction.

Section 12.6 Funds for Reconstruction. The proceeds of any insurance collected shall be available to the Association for the purpose of repair or reconstruction. If the proceeds of the insurance are insufficient to pay the estimated or actual cost of such repair or reconstruction, the Association, pursuant to Article IX hereof, may levy in advance a special assessment sufficient to provide funds to pay such estimated or actual costs of repair or reconstruction. Such assessment shall be allocated and collected as provided in that Article. Further levies may be made in like manner if the amounts collected prove insufficient to complete the repair or reconstruction.

Section 12.7 Disbursement of Funds for Repair or Reconstruction. The insurance proceeds held by the Association and the amounts received from the assessments provided for in Section 12.6 constitute a fund for the payment of cost of repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for cost of repair or reconstruction shall be made from insurance proceeds; if there is a balance after payment of all costs of such repair or reconstruction such balance shall be distributed to the Owners in proportion to the contributions by each Owner pursuant to the assessments by the Association under Section 12.6 of this Declaration.

Section 12.8 Decision Not To Rebuild. If all Owners and all holders of first Mortgages on Condominiums agree not to rebuild, as provided herein, the Project shall be sold and the proceeds distributed in the same manner herein provided in the event of sale of obsolete Units, as set forth in Section 13.4.

ARTICLE XIII. Obsolescence.

Section 13.1 Adoption of a Plan. The record Owners, as reflected on the real estate records of Blaine County, Idaho, representing an aggregate record ownership interest of 85% or more of the Units may agree that the Project is obsolete and adopt a written plan for the renewal and reconstruction, which plan has the unanimous approval of all first Mortgagees of record at the time of the adoption of such plan. Written notice of adoption of such a plan shall be given to all Owners. Such plan shall be recorded in Blaine County, Idaho real estate records.

Section 13.2 Payment for Renewal and Reconstruction.  
The expense of renewal or reconstruction shall be payable by all of the Owners as assessments against their respective Condominiums. These assessments shall be levied in advance pursuant to Article IX hereof and shall be allocated and collected as provided in that Article. Further levies may be made in like manner if the amounts collected prove insufficient to complete the renewal and reconstruction.

Section 13.3 Dissents From The Plan. An Owner not a party to such a plan for renewal or reconstruction may give written notice of dissent to the Association within fifteen days after the recordation of such plan. The Association shall then give written advice of such dissents to all the Owners within five days after the expiration of such fifteen-day period. Within fifteen days of receipt of such notice from the Association, the record Owners, representing an aggregate record ownership of more than 15% of the Units may cancel the plan by written instrument recorded in Blaine County, Idaho, real estate records. If the plan is not cancelled, then the Condominium of each dissenter shall be purchased according to the following procedures. If the Owner and the Association can agree on the fair market value thereof, then such sale and conveyance shall be completed within sixty days thereafter. If the parties are unable to agree, the date when either party notifies the other that he or it is unable to agree with the other shall be the "commencing date" from which all periods of time mentioned herein shall be measured. Within ten days following the commencing date, each party shall nominate a qualified appraiser by written nomination and shall give notice of such nomination to the other. If either party fails to make such nomination, the appraiser nominated shall, within five days after default by the other party, appoint and associate with him another qualified appraiser. If the two appraisers designated by the parties, or selected pursuant hereto in the event of default of one party, are unable to agree, they shall appoint another qualified appraiser to be umpire between them, if they can agree on such person. If they are unable to agree upon such umpire, then each appraiser previously appointed shall nominate two qualified appraisers, and from the names of the four persons so nominated one shall be drawn by lot by judge of any court of record in Idaho, and the person whose name is so drawn shall be the umpire. The nominations from among which the name of the umpire is to be drawn by lot shall be submitted within ten days of the failure of the two appraisers to agree, which, in any event, shall not be later than twenty days following the appointment of the second appraiser. The decision of the appraisers as to the fair market value, or in the case of their disagreement, the decision of such umpire shall be final and binding. The expenses and fees of such appraisers shall be borne equally by the Association and the Owner. The sale shall be consummated within sixty days after decision of the appraisers, and the Association as attorney in fact shall disburse the proceeds in the same manner provided in Section 13.4 of this Declaration. The obligation of the Association to make such purchase shall be conditioned on the fair market value of the Condominium exceeding the obligations secured by liens on such Condominium, and upon the marketability of the title of the Owner. Owner shall furnish the Association an appropriate abstract of title or commitment for title insurance evidencing marketability of his title not less than fifteen days prior to the date set for completion of the sale.

The Association, pursuant to Article IX hereof, may levy a special assessment sufficient to provide funds to pay for the Condominiums of the dissenters, provided that such assessments shall not apply to any of the Owners who are among the dissenters and shall not be liens against the Condominiums of such Owners.

Section 13.4 Sale of Obsolete Units. The Owners representing an aggregate ownership interest of 25% or more of the Units may agree that the Condominiums are obsolete and that the Project should be sold. Such an agreement must have the unanimous approval of every first Mortgagee of record at the time such agreement is made. In such instance the Association shall forthwith record a notice setting forth such fact or facts, and upon the recording of such notice by the Association the Project shall be sold by the Association as attorney in fact for all of the Owners free and clear of the provisions contained in this Declaration, the Condominium Map and the By-Laws. The sale proceeds shall be apportioned among the Owners in proportion to the respective amounts originally paid to Declarant for the purchase of the Condominium exclusive of the amounts paid for personal property, and such apportioned proceeds shall be paid into separate accounts, each such account representing one Condominium. Each such account shall remain in the name of the Association, and shall be further identified by the Condominium designation and the name of the Owner. From each separate account the Association, as attorney in fact, shall use and disburse the total amount of such accounts without contribution from one account to the other, first to mortgagees and other lienors in the order of priority of their mortgages and other liens and the balance remaining to each respective Owner.

Section 13.5 Distribution of Excess. In the event amounts collected pursuant to Section 13.2 are in excess of the amounts required for renewal and reconstruction, the excess shall be returned to the Owners by the Association by a distribution to each Owner in the amount proportionate to the respective amount collected from each such Owner.

ARTICLE XIV. Condemnation.

Section 14.1 Consequences of Condemnation. If at any time or times during the continuance of the condominium ownership pursuant to this Declaration, all or any part of the Project shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in avoidance thereof, the following provisions shall apply.

Section 14.2 Proceeds. All compensation, damages, or other proceeds therefrom the sum of which is hereinafter called the "Condemnation Award", shall be payable to the Association.

Section 14.3 Complete Taking. In the event that the entire Project is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership pursuant hereto shall terminate. The Condemnation

Award shall be apportioned among the Owners in proportion to the respective amounts originally paid to Declarant for the purchase of the Condominium exclusive of the amounts paid for personal property, provided that if a standard different from the value of the Project as a whole is employed to measure the Condemnation Award in the negotiation, judicial decree, or otherwise, then in determining such shares the same standard shall be employed to the extent it is relevant and applicable.

On the basis of the principle set forth in the last preceding paragraph, the Association shall as soon as practicable determine the share of the Condemnation Award to which each Owner is entitled. Such shares shall be paid into separate accounts and disbursed as soon as practicable in the same manner provided in Section 13.4 of this Declaration.

Section 14.4 Partial Taking. In the event that less than the entire Project is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership hereunder shall not terminate. Each Owner shall be entitled to a share of the Condemnation Award to be determined in the following manner: As soon as practicable the Association shall, reasonably and in good faith, allocate the Condemnation Award between compensation, damages, or other proceeds, and shall apportion the amounts so allocated among the Owners as follows: (a) the total amount allocated to taking of or injury to the Common Area shall be apportioned equally among Owners, (b) the total amount allocated to severance damages shall be apportioned to those Condominiums which were not taken or condemned, (c) the respective amounts allocated to the taking of or injury to a particular Unit and/or improvements an Owner has made within his own Unit shall be apportioned to the particular Unit involved, and (d) the total amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Association determines to be equitable in the circumstances. If an allocation of the Condemnation Award is already established in negotiation, judicial decree, or otherwise, then in allocating the Condemnation Award the Association shall employ such allocation to the extent it is relevant and applicable. Distribution of apportioned proceeds shall be made in the same manner provided in Section 13.4 of this Declaration.

Section 14.5 Reorganization. In the event a partial taking results in the taking of a complete Unit, the Owner thereof automatically shall cease to be a member of the Association. Thereafter the Association shall reallocate the Ownership, voting rights, and assessments ratio determined in accordance with this Declaration according to the same principles employed in this Declaration at its inception and shall submit such reallocation to the Owners of remaining Units for amendment of this Declaration as provided in Article XV hereof.

Section 14.6 Reconstruction and Repair. Any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified in Article XII, above.

ARTICLE XV, Revocation or Amendment to Declaration.

This Declaration shall not be revoked nor shall any of the provisions herein be amended unless the Owners representing an aggregate ownership interest of 25% or more of the Condominiums as reflected on the real estate records of Blaine County, Idaho, and all holders of any recorded Mortgage covering or affecting any or all of the Condominiums, whose interests as Mortgagees appear in such records, consent and agree to such revocation or amendment by instruments duly recorded. Any such revocation or amendment shall be binding upon every Owner and every Condominium whether the burdens thereon are increased or decreased by any such amendment and whether or not the Owner of each and every Condominium consents thereto.

ARTICLE XVI. Period of Condominium Ownership.

The condominium ownership created by this Declaration and the Condominium Map shall continue until this Declaration is revoked in the manner provided in Article XV of this Declaration or until terminated in the manner provided in Articles XIII (Obsolescence) or XIV (Condemnation) of this Declaration.

ARTICLE XVII. Miscellaneous.

Section 17.1 Compliance with Provisions of Declaration and By-Laws of the Association. Each Owner shall comply with the provisions of this Declaration, the Articles of Incorporation and the By-Laws of the Association, and the decisions and resolutions of the Association adopted pursuant thereto as the same may be lawfully amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due and for damages or injunctive relief or both, maintainable by the Association on behalf of the Owners, or, in a proper case, by an aggrieved Owner.

Section 17.2 Registration of Mailing Address. Each Owner shall register his mailing address with the Association and all notices or demands intended to be served upon any Owner shall be sent by either registered or certified mail, postage prepaid, addressed in the name of the Owner at such registered mailing address. All notices or demands intended to be served upon the Association shall be given by registered or certified mail, postage prepaid, to the address of the Association as designated in the By-Laws of the Association. All notices or demands to be served on Mortgagees pursuant hereto shall be sent by either registered or certified mail, postage prepaid, addressed in the name of the Mortgagee at such address as the Mortgagee may have furnished to the Association in writing. Unless the Mortgagee furnishes the Association with such address, the Mortgagee shall be entitled to receive none of the notices provided for in this Declaration. Any notice referred to in this Section shall be deemed given when deposited in the United States mail in the form provided for in this Section.

Section 17.3 Transfer of Declarant's Rights. Any right or any interest reserved hereby to the Declarant may be transferred or assigned by the Declarant either separately or with one or more of such rights or interests, to any person or entity.


Section 17.4 Owner's Obligations Continue. All obligations of the Owner under and by virtue of the provisions contained in this Declaration shall continue, notwithstanding that he may have leased or rented said interest as provided herein, but the Owner of a Condominium shall have no obligation for expenses or other obligations accruing after he conveys such Condominium.


Section 17.5 Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

Section 17.6 Severability. If any of the provisions of this Declaration or any clause, paragraph, sentence, phrase or word or the application thereof in any circumstances be invalidated, such invalidity shall not affect the validity of the remainder of the Declaration, and the application of any such provision, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

Section 17.7 Statute. The provisions of this Declaration shall be in addition and supplemental to the Condominium Property Act of the State of Idaho and to all other provisions of law.

THIS DECLARATION IS EXECUTED on the 7 day of  
December, 1972.

  
\_\_\_\_\_  
JACK C. CORROCK

  
\_\_\_\_\_  
LILA S. CORROCK

STATE OF IDAHO )  
 ) ss.  
County of Blaine )

On this 7 day of December, 1972, before me the undersigned Notary Public in and for said State, personally appeared JACK C. CORROCK and LILA S. CORROCK husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above writton.

Jean M. Spurgin  
NOTARY PUBLIC for Idaho  
Residing at: Hailey  
Commission expires: 3/2/72

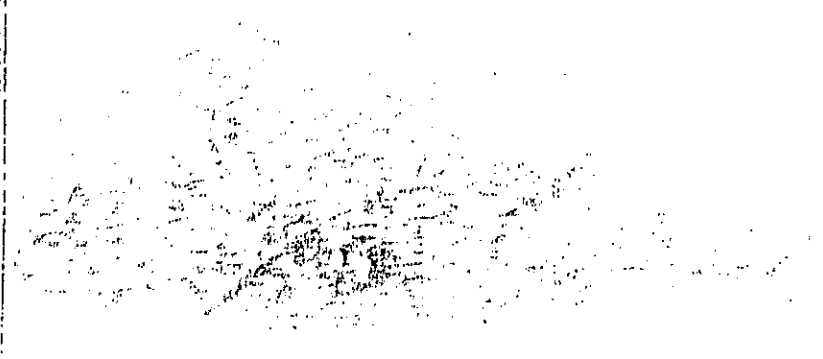


EXHIBIT A.

Legal Description:

A parcel of land within Sec. 11, T4N, R17E, B.M., Ketchum, Blaine County, Idaho and more particularly described as follows: Commencing at the E1/4 Cor. of said Sec. 11;

Thence S 28°35'14"W, 1282.06 feet to the true point of beginning.

Thence S 11°43'44"E, 121.46 feet;

Thence S 65°24'22"W, 262.53 feet;

Thence 50.12 feet along a curve to the left with a central angle of 24°28'34", a radius of 117.32 feet and a tangent of 25.45 feet;

Thence 79.30 feet along a curve to the right with a central angle of 63°44'02", a radius of 71.29 feet and a tangent of 44.32 feet;

Thence N 75°20'10"W, 62.50 feet;

Thence 21.72 feet along a curve to the right with a central angle of 82°00'05", a radius of 15.18 feet and a tangent of 13.20 feet;

Thence N 6°39'55"E, 12.00 feet;

Thence 188.73 feet along a curve to the left with a central angle of 94°41'02", a radius of 114.21 feet and a tangent of 123.93 feet;

Thence 52.11 feet along a curve to the left with a central angle of 10°52'29", a radius of 274.56 feet and a tangent of 26.13 feet;

Thence N 7°06'02"E, 60.92 feet;

Thence N 84°39'47"E, 552.33 feet to the true point of beginning, and said parcel containing 2.33 acres.



EXHIBIT B

PERCENTAGE OF UNIT OWNERSHIP IN  
THE LIMELIGHT CONDOMINIUMS

<u>Unit numbers</u>	<u>Sq. Ft. area per Unit</u>	<u>Percent of total area per Unit</u>
101, 201, 108, 208	765.41	4.384%
102, 202, 109, 209	533.56	3.056%
103, 203, 110, 210	533.56	3.056%
104, 204, 111, 211	771.87	4.421%
105, 205, 112, 212	533.56	3.056%
106, 206, 113, 213	765.41	4.384%
107, 207	922.13	5.286%

KNEELAND AND LAUGHS  
ATTORNEYS AT LAW  
P. O. BOX 258  
KETCHUM, IDAHO 83340

EXHIBIT C

BY-LAWS

OF

THE LIMELIGHT CONDOMINIUMS, INC.

ARTICLE I  
Offices

The principal office of the Association shall be in the City of Ketchum, County of Blaine, State of Idaho. The Association may have such other offices, either within or without the State of Idaho, as the Board of Directors may determine, or the affairs of the Association may require from time to time.

ARTICLE II

Board of Directors

1. GENERAL POWERS: The property, business and affairs of the Association shall be controlled and managed by the Board of Directors.

2. NUMBER: The Board of Directors shall consist of three (3) members. The Board of Directors may be increased by amendment of these By-Laws, provided, however, that the number of directors shall not be increased to more than nine(9), and provided, further, that a reduction in the number of directors by amendment of these By-Laws shall not have the effect of reducing the term of an incumbent director.

3. QUALIFICATIONS: ELECTION: TERM: Directors need not be members of the Association and shall be elected by the members at their annual meeting. At each election for directors, each member entitled to vote shall have the right to cast for any one or more nominees for director a number of votes equal to the number of votes which attach to his membership pursuant to the Articles of Incorporation, multiplied by the number of directors to be elected. Directors shall serve the term of one (1) year and until their successors are duly elected and qualified.

4. REMOVAL: RESIGNATION: Any director may be removed with or without cause by a vote of two-thirds (2/3) of the total number of votes entitled to be cast by the members of the Association at a meeting called for that purpose. Any Director may resign by submitting a written notice to the Board of Directors stating the effective date of his resignation, and acceptance of the resignation shall not be necessary to make it effective.

5. VACANCIES: Any vacancy occurring on the Board of Directors whether by removal, resignation, death, or otherwise shall be filled by majority of the remaining directors though less than a quorum of the board. A director elected to fill a vacancy on the Board of Directors shall hold office until the next annual election of directors and until his successor is duly elected and qualified.

6. MEETING: There shall be a regular annual meeting of the Board of Directors immediately following the annual meeting of the members of the Association, and the Board may establish regular meetings to be held at such other places and at such other times as it may determine from time to time. After the establishment of a time and place for such regular meeting, no further notice thereof need be given. Special meetings of the Board may be called by the President or upon written request delivered to the Secretary by any two directors.

7. NOTICES: WAIVER: Five (5) days notice of special meetings shall be given to each director by the Secretary/Treasurer. Such notice may be given orally, in person, or in writing served on or mailed or telegraphed to each director. Written waiver of notice signed by, or attendance at a meeting of the Board of Directors by a director shall constitute a waiver of notice of such meeting, except where attendance is for the expressed purpose of objecting to the failure to receive such notice or to defects in said notice.

8. QUORUM: VOTE REQUIRED: ADJOURNMENT: At any meeting of the Board of Directors a majority of the qualified directors shall constitute a quorum. If a quorum is present, the action of a majority of the directors present and voting shall be the act of the Board of Directors. If a quorum is not present, the majority of directors present may adjourn the meeting from time to time without further notice other than announcement at the meeting.

9. ACTION OF DIRECTORS WITHOUT A MEETING. Any action required to be taken or any other action which may be taken at a meeting of the Board of Directors may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all the directors entitled to vote in respect to the subject matter thereof.

### ARTICLE III

#### Officers

1. GENERAL: The officers of the Association shall be a President, one or more Vice-Presidents, and a Secretary/Treasurer, all of whom shall be elected by the Board of Directors to serve at the pleasure of the Board.

2. PRESIDENT: The President shall be the principal executive officer of the Association and subject to the control of the Board of Directors, shall direct, supervise, coordinate, and have general control over the affairs of the Association and shall have the powers generally attributable to the chief executive officer of an Association. The President shall be a director and shall preside at all meetings of the members of the Association.

3. VICE-PRESIDENT: A Vice-President shall act in place of the President in case of his death, absence, inability, or failure to act and shall perform such other duties and have such authority as from time to time delegated to him by the Board of Directors or by the President. The Vice-President shall be a director, however, if the Board of Directors elects more than one Vice-President, only one so elected need be a director.

4. SECRETARY/TREASURER: The Secretary/Treasurer shall be the custodian of the records and the seal of the Association and shall affix the seal to all documents requiring the same and shall see that all notices are duly given in accordance with the provisions of these By-Laws as required by law, and that the books, reports and other documents and records of the Association are properly kept and filed. The Secretary/Treasurer shall have charge and custody of, and be responsible for all sorts of securities of the Association. He shall deposit all such funds in the name of and to the credit of the Association in such banks and depositories as shall be designated by the Board of Directors. He shall keep books of account and records of his transactions and of the financial condition of the Association and shall submit such reports thereof as the Board of Directors may from time to time require, and in general shall perform all of the duties incident to the office of Secretary/Treasurer and such other duties as may from time to time be assigned to him by the Board of Directors or the President. The Board may appoint one or more assistant secretary/treasurers who may act in the place of the Secretary/Treasurer in case of his death, absence, inability or failure to act.

5. COMPENSATION: Officers, agents and employees shall receive such reasonable compensation for their services as may be authorized by the Board of Directors. Appointment of any officer, agent, or employee shall not in and of itself create contractual rights of compensation for services performed by such officer, agent or employee.

6. DELEGATING OF POWERS: In case of absence of any officer of the Association or for any other reason that may seem sufficient to the Board of Directors, the Board may delegate his duties and powers for the time being to any other officer or any director.

#### ARTICLE IV

##### Rights, Duties and Obligations of the Members of the Association

1. MEMBERSHIP: Every owner of a condominium unit shall be a member of the Association and no person or entity other than an owner of a condominium unit may be a member of the Association. If title to a condominium unit is held by more than one person, the membership related to that condominium shall be shared by all such persons in the same proportionate interest and by the same type of tenancy in which the title to the condominium unit is held. Memberships in the Association shall not be transferred except in connection with the transfer of a condominium unit. Provided, however, that the rights of membership may be assigned as further security for a loan secured by a lien on a condominium unit.

2. TRANSFER OF MEMBERSHIP: Transfer of membership in the Association shall occur upon the transfer of a title to the condominium unit to which the membership pertains; however, the Association shall be entitled to maintain the person, persons or entity in whose name or names the membership is recorded on the books and records of the Association until such time as evidence of the transfer of title satisfactory to the Association has been submitted to the Secretary/Treasurer. A transfer of membership shall not release the transferor from liability or obligation accrued and incidental to such membership prior to such transfer.

In the event of dispute as to ownership of a condominium unit and to the membership appurtenant thereto, title to the condominium unit as shown on the public records of the County of Blaine, State of Idaho, shall be determinative.

3. VOTING RIGHTS: The voting rights of each member owner will not necessarily be equal to the voting rights of other members. The voting rights of a member of the Association shall be determined by and be the same as the owner member's percentage interest in the "common area" of the Association as this term is defined in Section 55-1503 of the Idaho Code and calculated in accordance with Section 55-1505 (c) of the Idaho Code. The Condominium Declaration sets forth the percentage interest of each member in the "common area" which interest depends upon the number and type of condominium units.

Voting by proxy shall be permitted; however, proxies must be filed with the Secretary/Treasurer twenty-four (24) hours before the appointed time of each meeting.

4. ANNUAL MEETINGS: An annual meeting of the members for the purpose of electing directors and transactions of such other matters as may properly come before the meeting shall be held at three o'clock p.m., on the first Saturday in February of each year in a convenient location in the County of Blaine, State of Idaho. All business which may be lawfully transacted in any such meeting may be transacted without any further or special notice.

5. SPECIAL MEETING: Special meetings of the members may be called any time by the Board of Directors or by written request of one-fifth (1/5) of the voting power of all the members and shall be held at a convenient location in the County of Blaine, State of Idaho. The Secretary/Treasurer shall forthwith give notice of such meeting at such time as the Secretary/Treasurer may fix, not less than ten (10) nor more than thirty-five (35) days after the receipt of said request, and if the Secretary/Treasurer shall neglect or refuse to issue such call, the Board of Directors or members making request may do so.

6. NOTICE: WAIVER: Notice of annual and special meetings of the members must be given in writing and must state the date, hour, place of the meeting, and generally describe the nature of the business to be transacted. Such notice shall be delivered personally to, or deposited in the mail, postage prepaid, addressed at the last known address as shown on the books of the Association, to the owners or any one of the co-owners of each membership as shown on the books of the Association and shall be delivered or deposited in the mail at least ten (10) days prior to the date of the meeting.

In the event that a special meeting is called by the members as aforesaid, they shall notify the Secretary/Treasurer in writing of the time, place and purpose of the meeting in sufficient time to permit the Secretary/Treasurer to give notice to all members in accordance with these By-Laws.

Written waiver of notice signed by or attendance at a meeting by the owners or any one of the co-owners of a membership shall constitute a waiver of notice of such meeting, except where attendance is for the express purpose of objecting to the failure to receive such notice or to defects in the notice.

7. QUORUM: VOTE REQUIRED: ADJOURNMENT: A majority of the membership entitled to vote represented in person or by proxy shall constitute a quorum at any meeting of the members. If a quorum is present, the action of a majority of the membership present and voting shall be the act of the members. If a quorum is not represented at a meeting, a majority of the membership present in person or by proxy may adjourn the meeting from time to time without notice other than announcement at the meeting.

8. CERTIFICATES HELD: Membership certificates held in estates or trust may be voted by the administrator, executor, guardian, trustee, conservator or receiver thereof without such membership or title to the condominium unit being transferred to said person.

9. CONDUCT OF THE MEETING: The meeting will be conducted by the officers in order of their priority. The order of business shall be a call of the roll, a reading of the notice and proof of the call, report of officers, report of committees unfinished business, new business, election of directors, and miscellaneous business.

#### ARTICLE V

##### Incorporation by Reference to Condominium Declaration

1. ARTICLES OF CONDOMINIUM DECLARATION INCORPORATED: Pursuant to Article X of the Articles of Incorporation of this Association, the Condominium Declaration for THE LIMELIGHT CONDOMINIUM is hereby incorporated by reference and made a part of these By-Laws as if set out in full herein; including but not limited to articles entitled "Nature and Incident of Condominium Ownership" (Article IV), "The Association" (Article VII), "Use of Condominiums" (Article X), "Certain Rights and Obligations of the Association" (Article VIII), and "Assessments" (Article IX). The said Declaration is annexed and appended hereto as Exhibit "A".

#### ARTICLE VI

##### Contracts, Conveyances, Checks and Miscellaneous

1. CONTRACTS: The Board of Directors may authorize any officer of the Association to enter into any contract or execute any instrument in the name of the Association except as otherwise specifically required by the Articles of Incorporation, or by the Condominium Declaration for The Limelight Condominiums.

2. CONVEYANCES AND ENCUMBRANCES: Association property may be conveyed or encumbered by authority of the Board of Directors by resolution of the Board of Directors. Conveyances or encumbrances shall be executed by instrument by the President or a Vice-President and by the Secretary/Treasurer of the Association.

3. CHECKS: All checks, drafts, notes and orders for the payment of money shall be signed by such persons as the Board of Directors may authorize.

4. FISCAL YEAR: The fiscal year or business year of the Association shall begin on the first day of October and end on the last day of September following.

5. RECORDS: The Association shall maintain accurate and correct books, records, and accounts of its business and properties, and they shall be kept at such places as is from time to time fixed and designated by the Board of Directors.

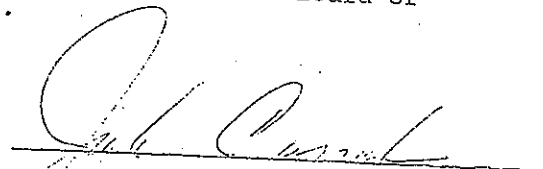
6. SEAL: The Board of Directors may adopt an Association seal of such design as may be appropriate.

ARTICLE VII

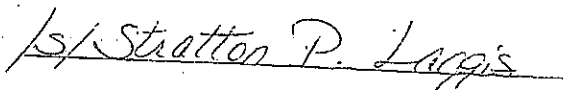
Amendments

1. BY-LAWS: These By-Laws may be amended, altered or repealed from time to time by a two-thirds (2/3) vote of the membership of the Association which also holds two-thirds (2/3) of the voting power of the Association in accordance with the provisions of Article VII of the Articles of Incorporation at any annual or special meeting provided that the notice of such meeting states that such amendment, alteration, or repeal is to be considered.

APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_ 1972, by the undersigned members of the Initial Board of Directors of this Association.

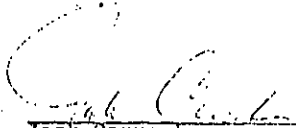
  
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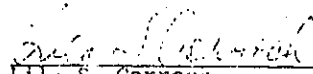
  
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APPROVED AND ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_  
1972, by the undersigned, they being the incorporators of The  
Limelight Condominiums, Inc.

  
\_\_\_\_\_  
Jack Corrock

  
\_\_\_\_\_  
Lila S. Corrock

\_\_\_\_\_  
Stratton P. Laggis

\_\_\_\_\_  
G. R. Kneeland

\_\_\_\_\_  
Jennifer Nevins



ARTICLES OF INCORPORATION

OF

THE LIMELIGHT CONDOMINIUMS, INC.

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, each being a natural person of full age and a citizen of the United States of America, have voluntarily and do hereby associate ourselves together for the purpose of forming a corporation under the laws of the State of Idaho, Idaho Code, Title 30, Chapter 1, Section 117A. We do hereby certify, declare and adopt the following Articles of Incorporation.

ARTICLE I

The name of the corporation is:

THE LIMELIGHT CONDOMINIUMS, INC.

ARTICLE II

The period of existence and the duration of the life of this corporation shall be perpetual.

ARTICLE III

This corporation shall be a non-profit membership corporation.

ARTICLE IV

The location and post office address of the registered office of this corporation shall be: P. O. Box 32, Ketchum, Idaho 83340.

ARTICLE V

This corporation is formed to be a Management Body as permitted by the provisions of the Idaho Condominium Property Act, Idaho Code Title 55, Chapter 15 and its powers are and shall be consistent with the provisions of this Act.

*file  
back  
copy*

SHEELAR AND LAGG'S  
ATTORNEYS AT LAW  
P. O. BOX 259  
LEICHHUN, IDAHO 83340

(A) The nature of the business and the object and purpose of this corporation shall be as follows:

(a) This corporation (hereinafter referred to as the Association) shall be the "Management Body" as defined in Section 55-1503, Idaho Code, and as provided for in the terms and conditions of that certain Condominium Declaration for The Limelight Condominiums (hereinafter referred to as the "Declaration") to be executed by Jack and Lila Corrock which delegates and authorizes this Association to exercise certain functions as the Management Body. The Declaration shall be recorded in the Office of the County Recorder of Blaine County, State of Idaho, together with a certified copy of these Articles of Incorporation appended thereto.

(b) The Management Body shall have the power to have, exercise, and enforce all rights and privileges, and to assume, incur, perform, carry out and discharge all duties, obligations and responsibilities of a Management Body as provided for in the Idaho Condominium Property Act and in the Declaration, as such Declaration is originally executed or, if amended, as amended. The Management Body shall have the power to adopt and enforce rules and regulations covering the use of the condominium project or any area or units thereof, to levy and collect the annual and special assessments and charges against the condominiums and the members thereof and in general to assume and perform all the functions to be assumed and performed by the Management Body as provided for in the Declaration. It shall have the power to transfer, assign or delegate such duties, obligations or responsibilities to other persons or entities as permitted or provided for in the Idaho Condominium Property Act, the Declaration, or in an agreement executed by the Association with respect thereto. The Management Body shall actively foster, promote, and advance the interest of owners of condominium units within the condominium project.

(B) In addition to the foregoing, where not inconsistent with either the Idaho Condominium Property Act (Chapter 15, Title 55, Idaho Code) or Title 30, Idaho Code, the corporation shall have the following powers:

(a) The authority set forth in Title 30 of the Idaho Code relating to the organization and conduct of general business corporations.

(b) To buy, sell, acquire, hold or mortgage, or enter into security agreements, pledge, lease, assign, transfer, trade and deal in and with all kinds of personal property, goods, wares and merchandise of every kind, nature and description.

(c) To buy, sell, lease, let, mortgage, exchange or otherwise acquire or dispose of lands, lots, houses, buildings and real property, hereditaments and appurtenances of all kinds and wheresoever situated, and of any interest and rights therein, to the same extent as natural persons might or could do, and without limit as to amount.

(d) To borrow money, to draw, make, accept, enforce, transfer and execute promissory notes, debentures and other evidences of indebtedness, and for the purpose of securing any of its obligations or contracts, to convey, transfer, assign, deliver, mortgage and/or pledge all or any part of the property or assets, real or personal, at any time owned or held by this corporation.

(e) To have one or more offices to carry on all or any part of its operations and business, and to do all and everything necessary, suitable, convenient or proper for the accomplishment of any of the purposes, or the attainment of any one or more of the objects herein named, or which shall at any time appear conducive or expedient for the protection or benefit of the Association, and which now or hereafter may be authorized by law, and this to the same extent and as fully as natural persons might or could do, as principals, agents, contractors,

trustees or otherwise, and either alone or in connection with any firm, person, association or corporation.

(f) The foregoing clauses are to be construed both as objects and power's. As hereby expressly provided, an enumeration herein of the objects, powers and purposes shall not be held to restrict in any manner the general powers of the corporation. The corporation shall have the power to do all acts that are necessary and convenient to obtain the objects and purposes herein set forth to the same extent and as fully as any natural person could or might do, within the framework of the Idaho Condominium Property Act, these Articles of Incorporation, and the general corporation laws of the State of Idaho.

#### ARTICLE VII

##### MEMBERSHIP CERTIFICATES, VOTING POWER, AND DETERMINATION OF PROPERTY RIGHTS AND INTERESTS

Section 1: Each member shall be entitled to receive a certificate of membership, which certificate shall state the number of votes he is entitled to cast as a member of the Association.

Section 2: There shall be one membership in the corporation for each condominium in The Limelight Condominiums as established in the Declaration. The members of the corporation must be and remain owners of condominiums within the project set forth in the Declaration to be recorded in Blaine County, State of Idaho, and the Association shall include all owners of condominiums within the project. If title to a condominium is held by more than one person, the membership relating to that condominium shall be shared by all such persons in the same proportionate interest and the same type of tenancy in which the title to the condominium is held.

Section 3: No person or entity other than an owner may be a member of the Association. A member shall not assign or transfer his membership certificate except in connection with

the transfer or sale of a condominium. Every person or entity who is an owner of any condominium unit included in any condominium project for which the Association has been or may be designated as a Management Body shall be required to be a member of the Association and remain a member so long as such person or entity shall retain the ownership of a condominium unit. Membership in the Association is declared to be appurtenant to the title of the condominium unit upon which such membership is based and automatically shall pass with the sale or transfer of the title of the unit. Members shall not have pre-emptive rights to purchase other memberships in the Association or other condominium units in the project.

Section 4: The voting rights of a member of the Association shall be determined by the owner member's percentage interest in the "common area" of the condominium project described in the Declaration, as the term "common area" is defined in Section 55-1503 of the Idaho Code; therefore, the voting rights of each member owner will not in all cases be equal. The Declaration, or an exhibit attached thereto, shall set forth the percentage interest of each member in the "common area" which interest depends upon the number and type of condominium units.

#### ARTICLE VIII

Each member shall be liable for the payment of assessments provided for in the Declaration and for the payment and discharge of the liabilities of the corporation as provided for in the Declaration, the Idaho Condominium Property Act (Title, Chapter 15) and as set forth in the By-Laws of the Corporation.

#### ARTICLE IX

The By-Laws of this corporation may be altered, amended, or new By-Laws adopted by any regular or any special meeting of the corporation called for that purpose by the affirmative vote of two-thirds (2/3) of the members present at such meeting.

ARTICLE X

For the purpose of specifying in detail the rights, responsibilities, duties and obligations of the Board of Directors, the officers, employees and agents of the corporation and the members thereof including the liability of the members for the payment of assessments, the By-Laws may incorporate by reference the provisions of the Declaration recorded in Blaine County, State of Idaho, provided that a true and correct copy of such Declaration is attached to and made a part of the By-Laws of the corporation.

ARTICLE XI

The business and affairs of the Association shall be managed and controlled by a Board of Directors. The original Board of Directors shall be three; however, the By-Laws of the Association may provide for an increase or decrease in their number, provided that the number of directors shall not be greater than nine or less than three.

ARTICLE XII

The names and post office addresses of the incorporators are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Jack C. Corrock	Ketchum, Idaho
Lila S. Corrock	Ketchum, Idaho
George R. Kneeland	Ketchum, Idaho
Stratton P. Laggis	Ketchum, Idaho
<u>Jennifer Nevins</u>	<u>Ketchum, Idaho</u>

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 8th day of May, 1972.

Jack C. Corrock  
Jack C. Corrock

Lila S. Corrock  
Lila S. Corrock

George R. Kneeland  
George R. Kneeland

Stratton P. Laggis  
Stratton P. Laggis

Jennifer Nevins  
Jennifer Nevins

STATE OF IDAHO )  
County of Blaine ) ss.

On this 8th day of May, 1972, before me, the undersigned Notary Public in and for said State, personally appeared JACK C. CORROCK, LILA S. CORROCK, GEORGE R. KNEELAND, STRATTON P. LAGGIS, and JENNIFER NEVINS, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

John M. [Signature]  
NOTARY PUBLIC FOR IDAHO

Residing at: Hailey, Idaho

My Commission expires: 3/2/74

WILLIAM AND LUCAS  
ATTORNEYS AT LAW  
P. O. BOX 51  
BOISE, IDAHO 83720

No. 147040

*Condominium Declaration  
for  
The Sunlight Condominium*

STATE OF ILLINOIS  
COUNTY OF [ ]  
I HEREBY CERTIFY THAT THIS RESTRICTION  
AND WAS RECORDED BY MY  
OFFICE AT THE REQUEST OF  
*Lawrence L. Blum*  
AT 9:05 O'CLOCK A.M.  
*Dec 19* A.D. 1972  
RECORDED BY [ ] ON PAGE  
*7*  
*Marie [ ]*  
OF [ ] COUNTY  
FILE # *246-04*

ENTERED  ENTERED ON MARGIN   
FILMED  INDEXED IN PARTY   
COMPARED  INDEXED 2nd PARTY



AMENDMENT TO  
CONDOMINIUM DECLARATION  
LIMELIGHT CONDOMINIUMS

Exhibit B of the Condominium Declaration for LIMELIGHT CONDOMINIUMS, recorded December 19, 1972, as Instrument #147040 with the Blaine County Recorder, is hereby amended by substitution of Amended Exhibit B., Percentage of Ownership in the LIMELIGHT CONDOMINIUMS. Said Amended Exhibit B is appended hereto and made a part hereof.

PURSUANT TO ARTICLE XV of said Declaration:

A. Consents by the owners representing an aggregate ownership interest of eightyfive percent (85%) or more of the condominiums, as reflected on the real estate records of Blaine County, Idaho, and all holders of any recorded mortgage covering or affecting any or all of the condominiums, whose interest as mortgagees, appear in such records, are appended hereto and made a part hereof.

B. The Amendment shall be binding upon every owner and every condominium, whether the burdens thereon are increased or decreased, by any such Amendment, and whether or not the owner of each and every condominium consents thereto pursuant to Article XV of said Declaration.

WITNESSETH THAT I, the undersigned, Clerk of the Blaine County Recorder, have this day recorded the foregoing instrument in the office of the Blaine County Recorder, Blaine County, Idaho, at the hour of 4:45 P.M. on the 29th day of October, 1975.

*Laggie J. Karl*  
Clerk of the Blaine County Recorder  
Blaine County, Idaho

*Mrs. Jane Barber*  
Hazel Barber  
31.0

No: 162597

AMENDED EXHIBIT B  
 PERCENTAGE OF UNIT OWNERSHIP IN THE  
 LIMELIGHT CONDOMINIUMS

<u>Unit Numbers</u>	<u>Sq. Ft. Area Per Unit</u>	<u>Percent of Total Area Per Foot</u>
Building A 101	765.41	3.144
201	765.41	3.144
108	765.41	3.144
208	765.41	3.144
102	533.56	2.192
202	533.56	2.192
109	533.56	2.192
209	533.56	2.192
103	533.56	2.192
203	533.56	2.192
110	533.56	2.192
210	533.56	2.192
104	771.87	3.171
204	771.87	3.171
111	771.87	3.171
211	771.87	3.171
105	533.56	2.192
205	533.56	2.192
112	533.56	2.192
212	533.56	2.192
106	765.41	3.144
206	765.41	3.144
113	765.41	3.144
213	765.41	3.144
207	922.13	3.790
Building B 114	765.41	3.144
115	533.56	2.192
116	771.87	3.171
117	533.56	2.192
118	533.56	2.192
119	765.41	3.144
214	765.41	3.144
215	533.56	2.192
216	771.87	3.171
217	533.56	2.192
218	533.56	2.192
219	765.41	3.144
		100.000

**CONSENT TO PROPOSED AMENDMENT**

**TO**

**CONDOMINIUM DECLARATION**

The Condominium Declaration for the LIMELIGHT CONDOMINIUMS, Building A, containing 26 units, was recorded December 24, 1972, with the Blaine County Recorder.

Building B, to contain 12 units, of the LIMELIGHT CONDOMINIUMS is scheduled for construction the summer of 1974.

The completion of Building B will conclude the construction of units of the project, in conformance with the LIMELIGHT CONDOMINIUM plat recorded December 24, 1972 with the Blaine County Recorder.

Since all unit owners in both buildings will have access to the common areas, and use of the amenities, and in the interest of uniformity of administration and affairs of the LIMELIGHT CONDOMINIUMS Buildings A and B;

IT IS PROPOSED that the existing Condominium Declaration recorded December 24, 1972, be amended to include Building B and that the percentages of ownership in the common areas as set forth in Exhibit B to the Condominium Declaration be modified to include the additional units in Building B and that the percentages of ownership in the common area be adjusted accordingly.

The undersigned, owners of units in the LIMELIGHT CONDOMINIUMS, Building A, consent to the above proposed amendment.



UNIT NUMBER

OWNER

# 103

*James P. Stratton*  
*Margaret E. Stratton*

STATE OF Washington) ss.  
County of Pierce )

On this <sup>April</sup> 5th day of ~~March~~, 1974, before me, a Notary Public in and for said State, personally appeared the foregoing two persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same. ( James P. Stratton and Margaret E. Stratton )

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written



*James P. Stratton*  
NOTARY PUBLIC

Residing at Tacoma

Commission expires 9-30-75

104

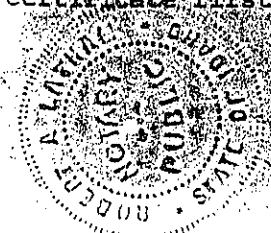
*Ray J. [unclear]*

*Letty Masey [unclear]*

STATE OF *Idaho* )  
County of *Twin Falls* ss.

On this *31* day of March, 1974, before me, a Notary Public in and for said State, personally appeared the foregoing persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written



*Robert A. Latham*  
NOTARY PUBLIC  
Residing at *Twin Falls*  
Commission expires *4-4-76*



UNIT NUMBER

OWNER

#106

Donald R. Hunt

STATE OF Washington  
County of King, ss.

On this 10th day of <sup>APRIL</sup> ~~March~~, 1974, before me, a Notary Public in and for said State, personally appeared the foregoing single persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written



Beverly M. Nolis  
NOTARY PUBLIC

Residing at Seattle

Commission expires 9/1/76





UNIT NUMBER

OWNER

109

Paul C. Paul

110

Lila S. Corroch

112

Paul C. Paul

210

Lila S. Corroch

Paul C. Paul

Lila S. Corroch

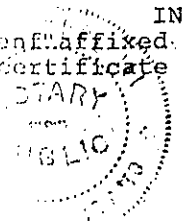
Paul C. Paul

Lila S. Corroch

STATE OF Utah )  
County of Blaine ) ss.

On this 29 day of March, 1974, before me, a Notary Public in and for said State, personally appeared the foregoing persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written



Paul C. Paul  
NOTARY PUBLIC

Residing at Ketchikan, Alaska

Commission expires 1/15/77

111  
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[Signature]  
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\_\_\_\_\_

STATE OF WASH )  
County of KING ) ss.

On this 29<sup>th</sup> day of March, 1974, before me, a Notary Public in and for said State, personally appeared the foregoing \_\_\_\_\_ persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written



[Signature]  
NOTARY PUBLIC

Residing at SEATTLE

Commission expires 3-26-78



UNIT NUMBER

OWNER

# 113

*Kath J. Clark*

*Kath J. Clark*

STATE OF *Haw* )  
County of *Blaine* ) ss.

On this *27* day of *October*, 19*75* before me, a Notary Public in and for said State, personally appeared the foregoing persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written



*Jeanne Hopkins*  
NOTARY PUBLIC

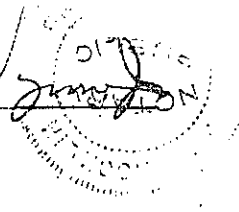
Residing at *Ketchikan*



DEED NUMBER

OWNER

202

Eustace J. [Signature]  


STATE OF \_\_\_\_\_ )  
County of Kingston ) ss.

Rhode Island August

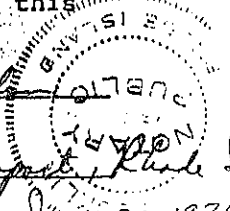
On this 6 day of March, 1974, before me, a Notary Public in and for said State, personally appeared the foregoing \_\_\_\_\_ persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written

[Signature]  
NOTARY PUBLIC

Residing at Kingston, Rhode I.

Commission expires June 30, 1976











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206

Karen Sommergren

STATE OF Idaho )  
County of Blaine ) SS.  
County of Blaine ) SS.

April  
April

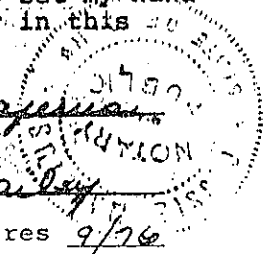
On this 4th day of ~~March~~ April, 1974, before me, a Notary Public in and for said State, personally appeared Karen the foregoing persons whose names ~~are~~ subscribed to the within instrument, and acknowledged to me that she ~~they~~ executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written

Cassie Majors  
NOTARY PUBLIC

Residing at Harley

Commission expires 9/76





UNIT NUMBER

OWNER

208

Jack R. McClary

208

Carl M. McClary

\_\_\_\_\_

\_\_\_\_\_

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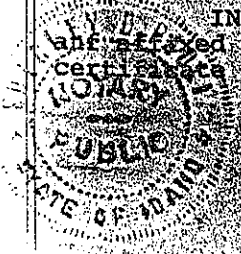
\_\_\_\_\_

\_\_\_\_\_

STATE OF IDAHO )  
County of Minidoka ss.

On this 3<sup>rd</sup> day of March, 1974, before me, a Notary Public in and for said State, personally appeared the foregoing persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written



[Signature]  
NOTARY PUBLIC

Residing at [Address]

Commission expires 8-1-76



210

Stewart Case Malton, Jr.

*[Handwritten signature]*

STATE OF IDAHO )  
County of BLAINE ) ss.

On this 30<sup>th</sup> day of October, 1975, before me, a Notary Public in and for said State, personally appeared the foregoing 2 persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

*[Handwritten signature]*  
NOTARY PUBLIC

Residing at Ketchikan, Alaska

Commission expires 7/11/79



UNIT NUMBER

OWNER

211

Debra H. Merrill

STATE OF WASH )  
County of KING ) ss.

On this 29th day of March, 1974, before me, a Notary Public in and for said State, personally appeared the foregoing persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written

Thomas W. King  
NOTARY PUBLIC  
Residing at Bellevue, WA  
Commission expires 10/22/1975







AGREEMENT

THE UNDERSIGNED, holder of a recorded Deed of Trust on Limelight Condominium Units 101, 102, 103, 104, 106, 111, 112, 113, 114, 115, 116, 117, 118, 119, 201, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, Building A, appearing in the records of Blaine County, State of Idaho, as Instrument #147040 recorded December 19, 1972, consents and agrees to amend Exhibit B of the Limelight Condominium Declaration by substituting therefor Amended Exhibit B, which is appended hereto.

DATED this 22nd day of August, 1975.

FIRST FEDERAL SAVINGS & LOAN  
ASSOCIATION OF TWIN FALLS,

  
\_\_\_\_\_  
PAUL MOSELEY

STATE OF IDAHO )  
                  ) ss.  
County of Twin Falls )

On this 22nd day of August, 1975, before me, a Notary Public in and for said State, personally appeared PAUL MOSELEY, the person whose name is subscribed to the within instrument, on behalf of the corporation that executed said instrument, and acknowledged to me that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



  
\_\_\_\_\_  
NOTARY PUBLIC for Idaho

Residing at Twin Falls, Idaho

Commission expires 8-15-76

AGREEMENT

THE UNDERSIGNED, holder of a recorded Deed of Trust on Limelight Condominium Unit 109, Building A, appearing in the records of Blaine County, State of Idaho, as Instrument #147040 recorded December 19, 1972, consents and agrees to amend Exhibit B of the Limelight Condominium Declaration by substituting therefor Amended Exhibit B, which is appended hereto.

DATED this        day of August, 1975.

*Marvin J. Aslett*  
MARVIN J. ASLETT

STATE OF IDAHO        )  
                              )    ss.  
County of                )

On this 28 day of August, 1975, before me, a Notary Public in and for said State, personally appeared MARVIN J. ASLETT the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

*Gary L. Aslett*  
NOTARY PUBLIC for Idaho  
Residing at Boise, Id.  
Commission expires June



AGREEMENT

THE UNDERSIGNED, holder of a recorded Deed of Trust on Limelight Condominium Unit 110, Building A, appearing in the records of Blaine County, State of Idaho, as Instrument #147040 recorded December 19, 1972, consents and agrees to amend Exhibit B of the Limelight Condominium Declaration by substituting therefor Amended Exhibit B, which is appended hereto.

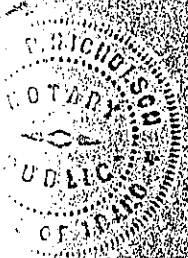
DATED this 22 day of August, 1975.

Gladys T. Keel  
GLADYS T. KEEL

STATE OF IDAHO )  
County of Bodine ) ss.

On this 25<sup>th</sup> day of August, 1975, before me, a Notary Public in and for said State, personally appeared GLADYS T. KEEL the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Carol P. Nicholson  
NOTARY PUBLIC for Idaho  
Residing at Hagerman, Ida  
Commission expires 7-15-77

AGREEMENT

THE UNDERSIGNED, holder of a recorded Deed of Trust on Limelight Condominium Unit 205, Building A, appearing in the records of Blaine County, State of Idaho, as Instrument #147040 recorded December 19, 1972, consents and agrees to amend Exhibit B of the Limelight Condominium Declaration by substituting therefor Amended Exhibit B, which is appended hereto.

DATED this <sup>9<sup>th</sup></sup> day of ~~August~~ <sup>Sept</sup>, 1975.

*Janice York*  
JANICE YORK

STATE OF IDAHO  
County of Blaine ss.

On this <sup>9<sup>th</sup></sup> day of ~~August~~ <sup>Sept</sup>, 1975, before me, a Notary Public in and for said State, personally appeared JANICE YORK the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

*J. Lawrence P. Depen*  
Notary Public for Idaho  
Residing at Spencer  
Commission expires 5-1-77



AGREEMENT

THE UNDERSIGNED, holder of a recorded Deed of Trust on Limelight Condominium Unit 213, Building A, appearing in the records of Blaine County, State of Idaho, as Instrument #147040 recorded December 19, 1972, consents and agrees to amend Exhibit B of the Limelight Condominium Declaration by substituting therefore Amended Exhibit B, which is appended hereto.

DATED this 11<sup>th</sup> day of September, 1975.

BANK OF IDAHO

*[Handwritten signature]*

STATE OF IDAHO

County of *Blaine*, ss.

On this 11<sup>th</sup> day of September, 1975, before me, a Notary Public in and for said State, personally appeared *DWAYNE P. BATE*, the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

*[Handwritten signature]*



AMENDMENT TO AMENDED EXHIBIT B

PERCENTAGE OF UNIT OWNERSHIP IN THE LIMELIGHT CONDOMINIUMS

Due to the fact that the "Sq. Ft. Area Per Unit" has 4 units with transposed sq. ft. area, the Limelight Homeowners Association, P.O. Box 1312, Ketchum, Idaho, 83340, wishes to amend the Amended Exhibit B. The Amended Exhibit B, under Building B, has #116 and #216 with 771.87 Sq. Ft. Area each and 3.171 Percent of Total Area Per Foot each. This is incorrect. The Amended Exhibit B, under Building B, also has #117 and #217 with 533.56 Sq. Ft. Area each and 2.192 Percent of Total Area Per Foot each. This is also incorrect.

The Limelight Homeowners Association wishes to amend the Amended Exhibit B to correct to:

Building B	UNIT NUMBERS	SQ. FT. AREA PER UNIT	PERCENT OF TOTAL AREA PER FOOT
	116	533.56	2.192
	117	771.87	3.171
	216	533.56	2.192
	217	771.87	3.171

The Limelight Homeowners Association wishes to record that #107 is common area (managers unit) and is not included in these percentages.

*Alice J. Corrigan*  
*Alice J. Corrigan, Mgr.*  
 6/3/92

*appeared before me*  
*Wicki L. Duck*  
*Notary Public for ID*  
*Residing at Huley*  
*Commission 2-27-98*

PLAINE CO. REQUEST  
 Limelight Homeowners Assn.  
 1992 JUN -3 A 10:38  
 DEPT. OF CLERK'S  
 \$ 3.00  
 # 147040  
 341405  
 Amend p 15





**CLTA GUARANTEE**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY  
A CORPORATION, HEREIN CALLED THE COMPANY

**SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, AND SUBJECT TO THE FURTHER EXCLUSION AND LIMITATION THAT NO GUARANTEE IS GIVEN NOR LIABILITY ASSUMED WITH RESPECT TO THE IDENTITY OF ANY PARTY NAMED OR REFERRED TO IN SCHEDULE A OR WITH RESPECT TO THE VALIDITY, LEGAL EFFECT OR PRIORITY OF ANY MATTER SHOWN THEREIN.**

**GUARANTEES**

the Assured named in Schedule A against actual monetary loss or damage not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

**Dated: January 2, 2024**

Signed under seal for the Company, but this endorsement is to be valid only when it bears an authorized countersignature.

Countersigned by:

\_\_\_\_\_  
Authorized Countersignature



\_\_\_\_\_  
Frederick H. Eppinger  
President and CEO

\_\_\_\_\_  
David Hisey  
Secretary

\_\_\_\_\_  
TitleOne  
Company Name

\_\_\_\_\_  
271 1st Ave North  
PO Box 2365  
Ketchum, ID 83340  
City, State

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the company for further information as to the availability and cost.

## GUARANTEE CONDITIONS AND STIPULATIONS

- 1. Definition of Terms** - The following terms when used in the Guarantee mean:
  - (a) "the Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
  - (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
  - (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
  - (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
  - (e) "date": the effective date.
- 2. Exclusions from Coverage of this Guarantee** - The Company assumes no liability for loss or damage by reason of the following:
  - (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
  - (b) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water; whether or not the matters excluded by (1), (2) or (3) are shown by the public records.
  - (c) Assurances to title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A)(C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
  - (d) (1) Defects, liens, encumbrances or adverse claims against the title, if assurances are provided as to such title, and as limited by such assurances.  
(2) Defects, liens, encumbrances, adverse claims or other matters (a) whether or not shown by the public records, and which are created, suffered, assumed or agreed to by one or more of the Assureds; (b) which result in no loss to the Assured; or (c) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of assurances provided.
- 3. Notice of Claim to be Given by Assured Claimant** - An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.
- 4. No Duty to Defend or Prosecute** - The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.
- 5. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate** - Even though the Company has no duty to defend or prosecute as set forth in Paragraph 4 above:
  - (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
  - (b) If the Company elects to exercise its options as stated in Paragraph 5(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
  - (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
  - (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.
- 6. Proof of Loss or Damage** - In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by an authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.
- 7. Options to Pay or Otherwise Settle Claims: Termination of Liability** - In case of a claim under this Guarantee, the Company shall have the following additional options:
  - (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

## GUARANTEE CONDITIONS AND STIPULATIONS

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price. Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5, and the Guarantee shall be surrendered to the Company of cancellation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5.

- 8. Determination and Extent of Liability** - This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the exclusions stated in Paragraph 2.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these Conditions and Stipulations or as reduced under Section 10 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

**9. Limitation of Liability**

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.

(c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

- 10. Reduction of Liability or Termination of Liability** - All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 5 shall reduce the amount of liability pro tanto.

**11. Payment Loss**

(a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

- 12. Subrogation Upon Payment or Settlement** - Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

- 13. Arbitration** - Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules. A copy of the Rules may be obtained from the Company upon request.

**14. Liability Limited to This Guarantee; Guarantee Entire Contract**

(a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

(c) No amendment or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

- 15. Notices, Where Sent** - All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at P. O. Box 2029, Houston, TX 77252-2029.

**LOT BOOK GUARANTEE**  
Issued By  
**Stewart Title Guaranty Company**

**SCHEDULE A**

**File No.** 24491993  
**State:** ID  
**County:** Blaine

<u>Guarantee No.</u>	<u>Liability</u>	<u>Date of Guarantee</u>	<u>Fee</u>
G-2222-000090240	\$1,000.00	January 2, 2024 at 7:30 a.m.	\$140.00

**Name of Assured:**  
Galena-Benchmark Engineering

The assurances referred to on the face page hereof are:

1. That, according to the Company's property records relative to the following described land (but without examination of those Company records maintained and indexed by name):

Common Area, as shown on the Condominium Map for THE LIMELIGHT CONDOMINIUMS, BLAINE COUNTY, IDAHO, as Instrument No. 147041, and amended by Instrument No. 157452, and as defined and described in that Condominium Declaration for THE LIMELIGHT CONDOMINIUMS, recorded as Instrument No. 147040, records of Blaine County, Idaho.

2. The last recorded instrument purporting to transfer title to said land is:

Deed Type: Other  
Grantors: None  
Grantees: None  
Recorded Date:  
Instrument:

No deed exists that specifically puts the common area into the association. The Limelight Condominium Declaration states the common area is governed by the association.

3. There are no mortgages or deeds of trust which purport to affect title to said land, other than those shown below under Exceptions.
4. There are no (homesteads, agreements to convey, attachments, notices of non-responsibility, notices of completion, tax deeds) which purport to affect title to said land, other than shown below under Exceptions.
5. No guarantee is made regarding (a) matters affecting the beneficial interest of any mortgage or deed of trust which may be shown herein as an exception, or (b) other matters which may affect any such mortgage or deed of trust.
6. No guarantee is made regarding any liens, claims of liens, defects or encumbrances other than those specifically provided for above, and, if information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

**EXCEPTIONS:**

1. NOTE: According to the available records, the purported address of the land referenced herein is:

TBD None at this time, Ketchum, ID 83340

2. Taxes for the year 2023 are exempt.  
Parcel Number: [RPK0850000000](#)  
Original Amount: \$0.00

3. The land described herein is located within the boundaries of the City of Ketchum and is subject to any assessments levied thereby.

4. Liens, levies, and assessments of the Limelight Condominium Association.

5. Easements, reservations, restrictions, and dedications as shown on the official plat of [The Limelight Condominiums and The Limelight Condominiums Amended](#).

6. Right of way for ditches, tunnels, telephone, and distribution lines constructed by authority of the United States, as granted to the United States under the provisions of Section 58-604 Idaho Code.

7. Terms, provisions, covenants, conditions, restrictions and easements provided in a Condominium Declaration but omitting any covenants, conditions or restrictions, if any, to the extent that such violates 42 USC 3604 (c) or any other ordinance, statute or regulation.

Recorded: December 19, 1972

Instrument No.: [147040](#), records of Blaine County, Idaho.

Amendments, supplements, annexations or modifications of said Condominium Declaration.

Recorded: October 29, 1975

Instrument No.: [162597](#), records of Blaine County, Idaho.

Amendments, supplements, annexations or modifications of said Condominium Declaration.

Recorded: June 3, 1992

Instrument No.: [341405](#), records of Blaine County, Idaho.

Amendments, supplements, annexations or modifications of said Condominium Declaration.

Recorded: June 11, 2015

Instrument No.: [627177](#), records of Blaine County, Idaho.

8. An easement, including the terms and conditions thereof, for the purposes shown below and rights incidental thereto as set forth in a document.

Granted to: Idaho Power Company

Purpose: Public Utilities

Recorded: April 10, 1975

Instrument No.: [159249](#), records of Blaine County, Idaho.

**Sun Valley Title**

**By:**



**Nick Busdon, Authorized Signatory**

**JUDGMENT AND TAX LIEN GUARANTEE**

Issued By  
Stewart Title Guaranty Company

**SCHEDULE A**

**Amount of Liability:** \$1,000.00

**Fee Amount:** \$0.00

**Guarantee No.:** G-2222-000090240

**Name of Assured:** Galena-Benchmark Engineering

**Date of Guarantee:** January 2, 2024

That, according to the indices of the County Recorder of Blaine County, State of ID, for a period of 10 years immediately prior to the date hereof, there are no

- \* Federal Tax Liens
- \* Abstracts of Judgment, or
- \* Certificates of State Tax Liens

filed, or recorded against the herein named parties, other than those for which a release appears in said indices and other than those shown under Exceptions.

The parties referred to in this guarantee are as follows:

Limelight Condominium Owners, represented by The Limelight Condominiums, Inc. Association

Sun Valley Title

By:



Nick Busdon, Authorized Signatory

SCHEDULE B

Exceptions:

NONE

# WARRANTY DEED

For Value Received

MARVIN J. ASLETT and MELBA ASLETT, husband and wife

Hereinafter called the grantor, hereby grants, bargains, sells and conveys unto

JACK C. CORROCK and LILA S. CORROCK, husband and wife

Hereinafter called the grantee, the following described premises, in Blaine County, Idaho, to-wit:

A parcel of land within Section 11, Township 4 North, Range 17 East, Boise Meridian, Blaine County, Idaho, more particularly described as follows:

COMMENCING at the East quarter corner of said Sec. 11; thence South 28°35'14" West, 1282.06 feet to the true point of beginning;  
 Thence South 3°34'13" East, 126.85 feet;  
 Thence South 65°24'22" West, 244.07 feet;  
 Thence 50.12 feet along a curve to the left with a central angle of 24°28'34", a radius of 117.32 feet and a tangent of 25.45 feet;  
 Thence 79.30 feet along a curve to the right with a central angle of 63°44'02", a radius of 71.29 feet and a tangent of 44.32 feet;  
 Thence North 75°20'10" West, 62.50 feet;  
 Thence 21.72 feet along a curve to the right with a central angle of 82°00'05", a radius of 15.18 feet and a tangent of 13.20 feet;  
 Thence North 6°39'55" East, 12.00 feet;  
 Thence 188.73 feet along a curve to the left with a central angle of 94°41'02", a radius of 114.21 feet and a tangent of 123.93 feet;  
 Thence 52.11 feet along a curve to the left with a central angle of 10°52'29", a radius of 274.56 feet and a tangent of 26.13 feet;  
 Thence North 7°06'02" East, 60.92 feet;  
 Thence North 84°39'47" East, 552.33 feet to the True Point of Beginning.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all incumbrances except as described above and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: May 26, 1972

\_\_\_\_\_  
 Marvin J. Aslett  
 \_\_\_\_\_  
 Melba Aslett

STATE OF Idaho, COUNTY OF Twin Falls) ss  
 On this 26th day of May, 1972,  
 before me, a notary public in and for said State, personally appeared MARVIN J. ASLETT and MELBA ASLETT, husband and wife,

NOTARY PUBLIC  
 STATE OF IDAHO  
 known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.  
 \_\_\_\_\_  
 Notary Public  
 Res. ding at Twin Falls, Idaho  
 Comm. Expires 7-31-72

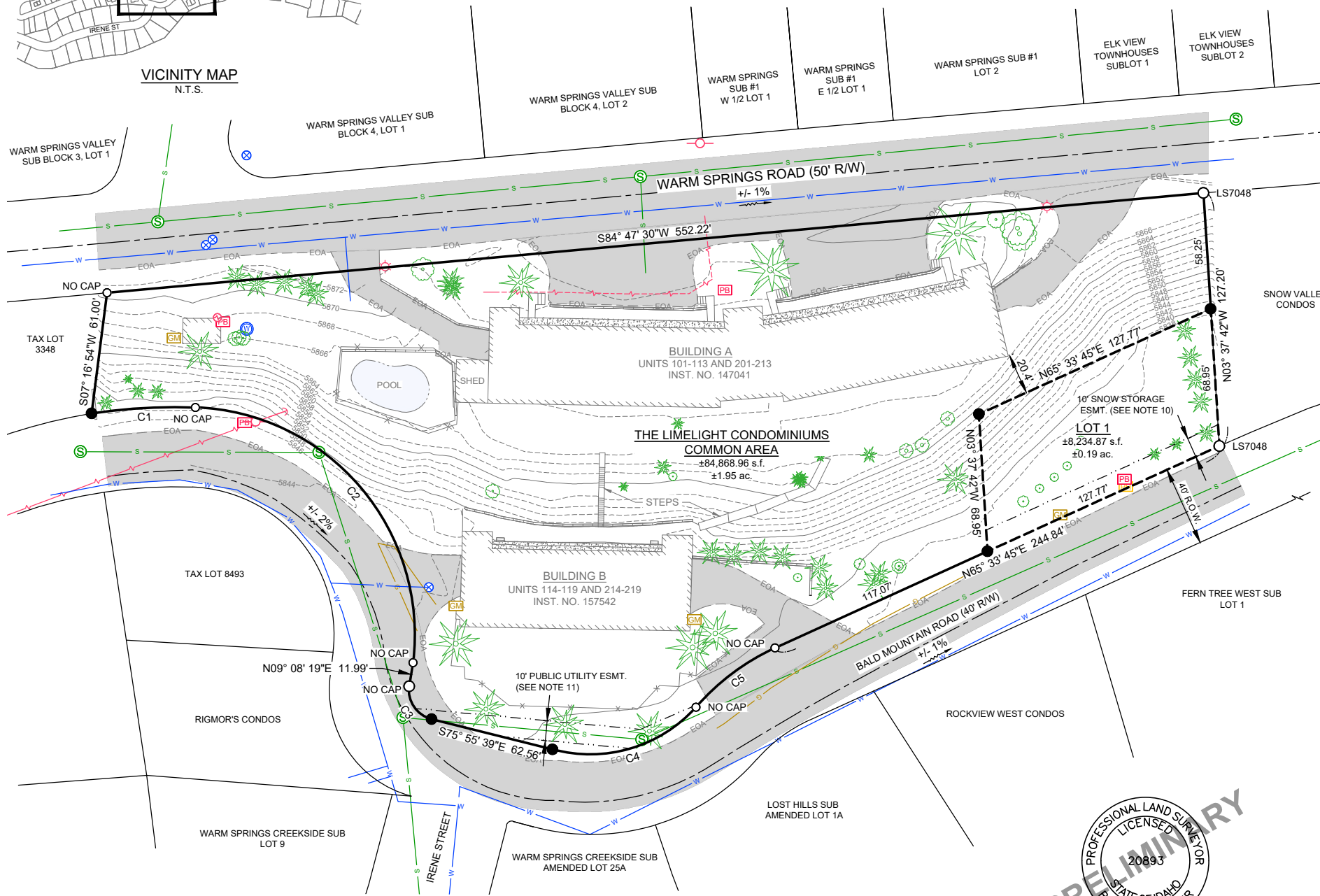
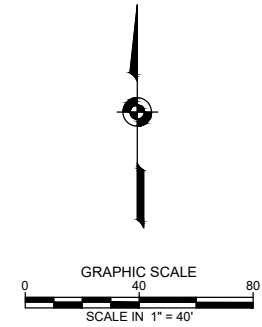
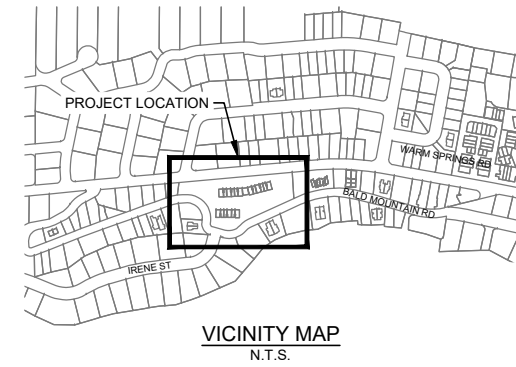
STATE OF IDAHO, COUNTY OF Blaine  
 I hereby certify that this instrument was filed for record at the request of Sawtooth Title Co.  
 at 50 minutes past 4:00 o'clock P. m., this 26 day of May, 1972. In my office, and duly recorded in Book of Deeds at page  
 \_\_\_\_\_  
 Ex-Officio Recorder  
 By \_\_\_\_\_ Deputy.  
 Fees \$ \_\_\_\_\_  
 Mail to: \_\_\_\_\_

501-143737



Attachment B:  
Preliminary Plat

A PRELIMINARY PLAT SHOWING:  
**THE LIMELIGHT SUBDIVISION**  
 WHEREIN THE LIMELIGHT CONDOMINIUMS COMMON AREA IS SUBDIVIDED.  
 LOCATED WITHIN SECTION 11, T4N, R18E, B.M. CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
 APRIL 2024



**SURVEY NARRATIVE & PLAT NOTES:**

1. THE PURPOSE OF THIS PLAT IS TO SUBDIVIDE THE LIMELIGHT CONDOMINIUMS COMMON AREA TO CREATE ONE NEW LOT. LOT LINES ARE BASED ON FOUND MONUMENTS. ALL FOUND MONUMENTS WERE ACCEPTED AS EITHER ORIGINAL CORNERS, OR REPLACEMENTS OF ORIGINAL CORNERS. SET MONUMENTS WERE ESTABLISHED USING HELD RIGHT-OF-WAY WIDTHS AND PROPORTIONED DISTANCES AND BEARINGS.
2. REFERENCED DOCUMENTS:
  - a. PLAT OF THE LIMELIGHT CONDOMINIUMS, INST. NO. 147041.
  - b. PLAT OF THE LIMELIGHT CONDOMINIUMS, AMENDED, INST. NO. 157452.
  - c. PLAT OF RIGMOR'S CONDOMINIUMS, INST. NO. 225767.
  - d. A RECORD OF SURVEY OF WARM SPRINGS CREEKSIDE SUBDIVISION, LOT 25A, INST. NO. 699567.
  - e. A RECORD OF SURVEY OF TAX LOT 3611, INST. NO. 660372.
  - f. TITLE REPORT ISSUED BY STEWART TITLE GUARANTY COMPANY, FILE NO. 24491993, JANUARY 2, 2024.
3. BOUNDARY DIMENSIONS SHOWN HEREON ARE MEASURED. FOR RECORD DIMENSIONS, SEE REFERENCED DOCUMENTS.
4. VERTICAL DATUM: ELEVATIONS BASED ON NAVD 88 DATUM.
5. BASIS OF BEARINGS IS IDAHO STATE PLANE COORDINATE SYSTEM, NAD83, CENTRAL ZONE AS DERIVED BY GPS OBSERVATIONS. ALL DISTANCES SHOWN ARE GROUND DISTANCES IN INTERNATIONAL FEET.
6. REFER TO THE ORIGINAL PLAT OF THE LIMELIGHT CONDOMINIUMS RECORDED AS INST. NO. 147041 AND THE LIMELIGHT CONDOMINIUMS AMENDED RECORDED AS INST. NO. 157452 FOR ADDITIONAL NOTES AND RESTRICTIONS.
7. BUILDING "A" WAS LOCATED PRIOR TO RECONSTRUCTION AFTER FIRE. CONDOMINIUM UNITS HAVE NOT BEEN REPLATTED.

**EASEMENTS, ENCUMBRANCES AND RESTRICTIONS:**

8. REFER TO THE COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED AS INST. NO. 147040, AMENDMENTS, SUPPLEMENTS ANNEXATIONS, OR MODIFICATIONS RECORDED AS INST. NOS. 162597, 341405 AND 627177 RECORDS OF BLAINE COUNTY, IDAHO FOR RESTRICTIONS GOVERNING THE USE OF THIS PROPERTY.
9. LOT 1 SHALL NOT BE SUBJECT TO THE CC&Rs REFERENCED IN NOTE 8 ABOVE.
10. A TEN (10) FOOT WIDE SNOW STORAGE EASEMENT ADJACENT TO BALD MOUNTAIN ROAD IS GRANTED AS SHOWN HEREON.
11. A TEN (10) FOOT WIDE PUBLIC UTILITY EASEMENT CENTERED ON EXISTING SEWER MAIN IS GRANTED AS SHOWN HEREON.
12. AN UNDERGROUND POWER LINE EASEMENT EXISTS FOR THE PRIMARY EXTENSION TO BUILDING A PER INST. NO. 159249, RECORDS OF BLAINE COUNTY, IDAHO.

**HEALTH CERTIFICATE**

Sanitary restrictions as required by Idaho Code Title 50, Chapter 13, have been satisfied. Sanitary restrictions may be reimposed, in accordance with Idaho Code Title 50, Chapter 13, Section 50-1326, by the issuance of a certificate of disapproval.

Dated: \_\_\_\_\_

South Central Public Health District, REHS

ZONING IS GR-L

OWNER OF RECORD:  
 LIMELIGHT CONDOMINIUM OWNERS  
 P.O. BOX 1312  
 KETCHUM, ID 83340

THE LIMELIGHT SUBDIVISION  
 GALENA-BENCHMARK ENGINEERING  
 KETCHUM, IDAHO

SHEET 1 OF 1  
 Job No. 23282

**LEGEND**

- |  |                                       |  |                            |  |                              |
|--|---------------------------------------|--|----------------------------|--|------------------------------|
|  | PROPERTY LINE                         |  | ASPHALT                    |  | WATER VALVE                  |
|  | PROPOSED LOT LINE                     |  | CONCRETE WALKWAY           |  | EXISTING WELL                |
|  | ADJOINER'S LOT LINE                   |  | RETAINING WALL             |  | SMH = EXISTING SEWER MANHOLE |
|  | EASEMENT (AS NOTED)                   |  | 10' CONTOUR INTERVAL       |  | GAS METER                    |
|  | ROAD CENTERLINE                       |  | 2' CONTOUR INTERVAL        |  | TELEPHONE RISER              |
|  | FENCE LINE                            |  | APPROXIMATE EDGE OF WATER  |  | LIGHT POLE                   |
|  | GAS MAIN                              |  | FOUND 1/2" REBAR (LS 7048) |  | POWER BOX                    |
|  | BURIED POWER LINE                     |  | FOUND 5/8" REBAR (LS 7048) |  | POWER METER                  |
|  | OVERHEAD POWER LINE                   |  | SET 5/8" REBAR (LS 20893)  |  | GUY = GUYWIRE                |
|  | SEWER MAIN PER CITY MAPS (SEE NOTE 9) |  | DT = DECIDUOUS TREE        |  | FLOW DIRECTION               |
|  | WATER MAIN PER CITY MAPS              |  | CT = CONIFER TREE          |  |                              |
|  | OUTSIDE FACE OF BUILDING              |  |                            |  |                              |



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	52.19'	274.56'	10° 53' 28"	N86° 41' 42"E	52.11'
C2	189.16'	114.21'	94° 53' 52"	S40° 27' 26"E	168.27'
C3	21.71'	15.18'	81° 55' 56"	S34° 14' 56"E	19.90'
C4	79.00'	71.29'	63° 29' 19"	N73° 37' 42"E	75.02'
C5	49.97'	117.32'	24° 24' 20"	N53° 05' 01"E	49.60'

Attachment C:  
Preliminary Plat  
Standards



City of Ketchum  
Planning & Building

Preliminary Plat Requirements Evaluation

Preliminary Plat Requirements					
Compliant			City Code	City Standards	
Yes	No	N/A			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.C.1	The subdivider shall file with the administrator copies of the completed subdivision application form and preliminary plat data as required by this chapter.	
			<i>Findings</i>	The City of Ketchum Planning and Building Department received the subdivision application and all applicable application materials on February 23, 2024.	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I	Contents Of Preliminary Plat: The preliminary plat, together with all application forms, title insurance report, deeds, maps, and other documents reasonably required, shall constitute a complete subdivision application.	
			<i>Findings</i>	The subdivision application was deemed complete on February 23, 2024.	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .1	The preliminary plat shall be drawn to a scale of not less than one inch equals one hundred feet (1" = 100') and shall show the following:  The scale, north point and date.	
			<i>Findings</i>	This standard is met as shown on Sheet 1 of the preliminary plat.	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .2	The name of the proposed subdivision, which shall not be the same or confused with the name of any other subdivision in Blaine County, Idaho.	
			<i>Findings</i>	As shown on Sheet 1 of the preliminary plat, the subdivision is named "The Limelight Subdivision" which is not the same as any other subdivision in Blaine County, Idaho	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .3	The name and address of the owner of record, the subdivider, and the engineer, surveyor, or other person preparing the plat.	
			<i>Findings</i>	As shown on Sheet 1, the owner and subdivider is Limelight Condominium Owners. The plat was prepared by Robert Brier of Galena-Benchmark Engineering.	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .4	Legal description of the area platted.	
			<i>Findings</i>	The legal description of the area platted is shown on the preliminary plat.	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .5	The names and the intersecting boundary lines of adjoining subdivisions and parcels of property.	
			<i>Findings</i>	The preliminary plat indicates the boundary lines of adjoining lots.	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .6	A contour map of the subdivision with contour lines and a maximum interval of five feet (5') to show the configuration of the land based upon the United States geodetic survey data, or other data approved by the city engineer.	
			<i>Findings</i>	Sheet 1 of the preliminary plat shows the contour lines for the subject property.	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .7	The scaled location of existing buildings, water bodies and courses and location of the adjoining or immediately adjacent dedicated streets, roadways and easements, public and private.	



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Planning & Building

			<i>Findings</i>	Sheet 1 identifies the outline of the existing buildings on the property as well as adjacent streets.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.I .8</b>	<b>Boundary description and the area of the tract.</b>
			<i>Findings</i>	The preliminary plat provides the boundary description of the area and includes square footage and acreage of the lot.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.I .9</b>	<b>Existing zoning of the tract.</b>
			<i>Findings</i>	Sheet 1 of the preliminary plat lists the existing zoning of the subject property above the owner information.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.I .10</b>	<b>The proposed location of street rights of way, lots, and lot lines, easements, including all approximate dimensions, and including all proposed lot and block numbering and proposed street names.</b>
			<i>Findings</i>	The preliminary plat shows the locations and lot lines for the proposed lot. No new streets or blocks are being proposed with this application.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.030.I .11</b>	<b>The location, approximate size and proposed use of all land intended to be dedicated for public use or for common use of all future property owners within the proposed subdivision.</b>
			<i>Findings</i>	This standard is not applicable as there is no requirement or proposal for land dedicated for public or common use.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.I .12</b>	<b>The location, size and type of sanitary and storm sewers, water mains, culverts and other surface or subsurface structures existing within or immediately adjacent to the proposed sanitary or storm sewers, water mains, and storage facilities, street improvements, street lighting, curbs, and gutters and all proposed utilities.</b>
			<i>Findings</i>	Sheet 1 shows the water and sewer lines immediately adjacent to the subject property.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.I .13</b>	<b>The direction of drainage, flow and approximate grade of all streets.</b>
			<i>Findings</i>	This standard is shown in multiple locations on the preliminary plat.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.030.I .14</b>	<b>The location of all drainage canals and structures, the proposed method of disposing of runoff water, and the location and size of all drainage easements, whether they are located within or outside of the proposed plat.</b>
			<i>Findings</i>	This standard does not apply as no new drainage canals or structures are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.030.I .15</b>	<b>All percolation tests and/or exploratory pit excavations required by state health authorities.</b>
			<i>Findings</i>	This standard does not apply as no additional tests are required.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.030.I .16</b>	<b>A copy of the provisions of the articles of incorporation and bylaws of homeowners' association and/or condominium declarations to be filed with the final plat of the subdivision.</b>
			<i>Findings</i>	This standard does not apply as this preliminary plat application is not for a townhouse or condominium subdivision and no commonly owned land or facilities are proposed.



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<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .17	Vicinity map drawn to approximate scale showing the location of the proposed subdivision in reference to existing and/or proposed arterials and collector streets.
			<i>Findings</i>	Sheet 1 includes a vicinity map that satisfies this requirement.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .18	The boundaries of the floodplain, floodway and avalanche zoning district shall also be clearly delineated and marked on the preliminary plat.
			<i>Findings</i>	The subject property is not within a floodplain, floodway, or avalanche zone district.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .19	Building envelopes shall be shown on each lot, all or part of which is within a floodway, floodplain, or avalanche zone; or any lot that is adjacent to the Big Wood River, Trail Creek, or Warm Springs Creek; or any lot, a portion of which has a slope of twenty five percent (25%) or greater; or upon any lot which will be created adjacent to the intersection of two (2) or more streets.
			<i>Findings</i>	A building envelope is not required as the subject property is not within the floodway, floodplain, or avalanche zone. The subject property is not adjacent to the Big Wood River, Trail Creek or Warm Springs. The subject property does not contain slopes greater than 25% based on natural contours. The proposed lot is not a corner lot.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .20	Lot area of each lot.
			<i>Findings</i>	As shown on Sheet 1 of the preliminary plat, the lot area for Lot 1 is 8,234 square feet.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .21	Existing mature trees and established shrub masses.
			<i>Findings</i>	Existing mature trees and shrub masses on the subject property are identified on the preliminary plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .22	A current title report shall be provided at the time that the preliminary plat is filed with the administrator, together with a copy of the owner's recorded deed to such property.
			<i>Findings</i>	The applicant provided a title commitment issued by Stewart Title dated October 23, 2023 and a warranty deed recorded on January 2, 2024 with the Blaine County Clerk and Recorder.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .23	Three (3) copies of the preliminary plat shall be filed with the administrator.
			<i>Findings</i>	The City of Ketchum received hard and digital copies of the preliminary plat at the time of application.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.A	Required Improvements: The improvements set forth in this section shall be shown on the preliminary plat and installed prior to approval of the final plat. Construction design plans shall be submitted and approved by the city engineer. All such improvements shall be in accordance with the comprehensive plan and constructed in compliance with construction standard specifications adopted by the city. Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock



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				outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			<i>Findings</i>	No improvements are required to be made with the creation of Lot 1.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.B	Improvement Plans: Prior to approval of final plat by the commission, the subdivider shall file two (2) copies with the city engineer, and the city engineer shall approve construction plans for all improvements required in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the state.
			<i>Findings</i>	No improvements are required to be made with the creation of Lot 1.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.C	Prior to final plat approval, the subdivider shall have previously constructed all required improvements and secured a certificate of completion from the city engineer. However, in cases where the required improvements cannot be constructed due to weather conditions or other factors beyond the control of the subdivider, the city council may accept, in lieu of any or all of the required improvements, a performance bond filed with the city clerk to ensure actual construction of the required improvements as submitted and approved. Such performance bond shall be issued in an amount not less than one hundred fifty percent (150%) of the estimated costs of improvements as determined by the city engineer. In the event the improvements are not constructed within the time allowed by the city council (which shall be one year or less, depending upon the individual circumstances), the council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider shall be liable to the city for additional costs. The amount that the cost of installing the required improvements exceeds the amount of the performance bond shall automatically become a lien upon any and all property within the subdivision owned by the owner and/or subdivider.
			<i>Findings</i>	No improvements are required to be made with the creation of Lot 1.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.D	As Built Drawing: Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) days after completion of improvements and submission of as built drawings, the city engineer shall certify the completion of the improvements and the acceptance of the improvements, and shall submit a copy of such certification to the administrator and the subdivider. If a performance bond has been filed, the administrator shall forward a copy of the certification to the city clerk. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.
			<i>Findings</i>	No improvements are required to be made with the creation of Lot 1.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.E	Monumentation: Following completion of construction of the required improvements and prior to certification of completion by the city engineer, certain land survey monuments shall be reset or verified by the subdivider's engineer or surveyor to still be in place. These monuments shall have the size, shape, and type of material as shown on the subdivision plat. The monuments shall be located as follows:



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				<ol style="list-style-type: none"> <li>1. All angle points in the exterior boundary of the plat.</li> <li>2. All street intersections, points within and adjacent to the final plat.</li> <li>3. All street corner lines ending at boundary line of final plat.</li> <li>4. All angle points and points of curves on all streets.</li> <li>5. The point of beginning of the subdivision plat description.</li> </ol>
			<i>Findings</i>	No improvements are required to be made with the creation of Lot 1.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.F	<p>Lot Requirements:</p> <ol style="list-style-type: none"> <li>1. Lot size, width, depth, shape and orientation and minimum building setback lines shall be in compliance with the zoning district in which the property is located and compatible with the location of the subdivision and the type of development, and preserve solar access to adjacent properties and buildings.</li> <li>2. Whenever a proposed subdivision contains lot(s), in whole or in part, within the floodplain, or which contains land with a slope in excess of twenty five percent (25%), based upon natural contours, or creates corner lots at the intersection of two (2) or more streets, building envelopes shall be shown for the lot(s) so affected on the preliminary and final plats. The building envelopes shall be located in a manner designed to promote harmonious development of structures, minimize congestion of structures, and provide open space and solar access for each lot and structure. Also, building envelopes shall be located to promote access to the lots and maintenance of public utilities, to minimize cut and fill for roads and building foundations, and minimize adverse impact upon environment, watercourses and topographical features. Structures may only be built on buildable lots. Lots shall only be created that meet the definition of "lot, buildable" in section 16.04.020 of this chapter. Building envelopes shall be established outside of hillsides of twenty five percent (25%) and greater and outside of the floodway. A waiver to this standard may only be considered for the following:             <ol style="list-style-type: none"> <li>a. For lot line shifts of parcels that are entirely within slopes of twenty five percent (25%) or greater to create a reasonable building envelope, and mountain overlay design review standards and all other city requirements are met.</li> <li>b. For small, isolated pockets of twenty five percent (25%) or greater that are found to be in compliance with the purposes and standards of the mountain overlay district and this section.</li> </ol> </li> <li>3. Corner lots outside the original Ketchum Townsite shall have a property line curve or corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve an existing or future use.</li> <li>4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line.</li> <li>5. Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial streets or incompatible zoning districts.</li> <li>6. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public street or legal access via an easement of twenty feet (20')</li> </ol>





City of Ketchum  
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				or greater in width. Easement shall be recorded in the office of the Blaine County recorder prior to or in conjunction with recordation of the final plat.
			<i>Findings</i>	<ol style="list-style-type: none"> <li>1. The lot size of 8,234 square feet is above the minimum required lot area as well as the average lot width of 127 feet. All future development on the site will comply with GR-L dimensional standards in Title 17.</li> <li>2. Building envelopes are not required as the subject property is not within the floodplain/floodway, avalanche zone, and does not contain slopes greater than 25% based on natural contours. This application does not create a corner lot.</li> <li>3. The application does not create a corner lot.</li> <li>4. The proposed side lot lines meet this standard.</li> <li>5. The subject property is not a double frontage lot.</li> <li>6. Lot 1 will have 127 feet of frontage along Bald Mountain Road.</li> </ol>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.G	<p><b>G. Block Requirements:</b> The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</p> <ol style="list-style-type: none"> <li>1. No block shall be longer than one thousand two hundred feet (1,200'), nor less than four hundred feet (400') between the street intersections, and shall have sufficient depth to provide for two (2) tiers of lots.</li> <li>2. Blocks shall be laid out in such a manner as to comply with the lot requirements.</li> <li>3. The layout of blocks shall take into consideration the natural topography of the land to promote access within the subdivision and minimize cuts and fills for roads and minimize adverse impact on environment, watercourses and topographical features.</li> <li>4. Corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.</li> </ol>
			<i>Findings</i>	This standard does not apply as no new blocks are being created.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H	<p><b>Street Improvement Requirements:</b></p> <ol style="list-style-type: none"> <li>1. The arrangement, character, extent, width, grade and location of all streets put in the proposed subdivision shall conform to the comprehensive plan and shall be considered in their relation to existing and planned streets, topography, public convenience and safety, and the proposed uses of the land;</li> <li>2. All streets shall be constructed to meet or exceed the criteria and standards set forth in chapter 12.04 of this code, and all other applicable ordinances, resolutions or regulations of the city or any other governmental entity having jurisdiction, now existing or adopted, amended or codified;</li> <li>3. Where a subdivision abuts or contains an existing or proposed arterial street, railroad or limited access highway right of way, the council may require a frontage street, planting strip, or similar design features;</li> <li>4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods;</li> <li>5. Street grades shall not be less than three-tenths percent (0.3%) and not more than seven percent (7%) so as to provide safe movement of traffic and</li> </ol>



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			<p>emergency vehicles in all weather and to provide for adequate drainage and snow plowing;</p> <p>6. In general, partial dedications shall not be permitted, however, the council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the council finds it practical to require the dedication of the remainder of the right of way when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right of way shall be dedicated;</p> <p>7. Dead end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property. When such a dead end street serves more than two (2) lots, a temporary turnaround easement shall be provided, which easement shall revert to the adjacent lots when the street is extended;</p> <p>8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the development of the subdivision, and provided, that no such street shall have a maximum length greater than four hundred feet (400') from entrance to center of turnaround, and all cul-de-sacs shall have a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line;</p> <p>9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);</p> <p>10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets;</p> <p>11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;</p> <p>12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;</p> <p>13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the commission before submitting same to council for preliminary plat approval;</p> <p>14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;</p> <p>15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets;</p> <p>16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider;</p>
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				<p>17. In general, the centerline of a street shall coincide with the centerline of the street right of way, and all crosswalk markings shall be installed by the subdivider as a required improvement;</p> <p>18. Street lighting may be required by the commission or council where appropriate and shall be installed by the subdivider as a requirement improvement;</p> <p>19. Private streets may be allowed upon recommendation by the commission and approval by the council. Private streets shall be constructed to meet the design standards specified in subsection H2 of this section;</p> <p>20. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the administrator and shall be consistent with the type and design of existing street signs elsewhere in the city;</p> <p>21. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which will require construction of a new bridge or improvement of an existing bridge, such construction or improvement shall be a required improvement by the subdivider. Such construction or improvement shall be in accordance with adopted standard specifications;</p> <p>22. Sidewalks, curbs and gutters may be a required improvement installed by the subdivider; and</p> <p>23. Gates are prohibited on private roads and parking access/entranceways, private driveways accessing more than one single-family dwelling unit and one accessory dwelling unit, and public rights of way unless approved by the city council.</p>
				This standards is not applicable. This proposal does not create a new street, private road or bridge.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.I	<p>Alley Improvement Requirements: Alleys shall be provided in business, commercial and light industrial zoning districts. The width of an alley shall be not less than twenty feet (20'). Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. Dead end alleys shall be prohibited. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in subsection H2 of this section.</p>
			<i>Findings</i>	This standard does not apply as the subject property is in a residential zoning district which do not require alleys.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.J	<p>Required Easements: Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands.</p> <p>1. A public utility easement at least ten feet (10') in width shall be required within the street right of way boundaries of all private streets. A public utility easement at least five feet (5') in width shall be required within property boundaries adjacent to Warm Springs Road and within any other property boundary as determined by the city engineer to be necessary for the provision of adequate public utilities.</p>



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				<p>2. Where a subdivision contains or borders on a watercourse, drainageway, channel or stream, an easement shall be required of sufficient width to contain such watercourse and provide access for private maintenance and/or reconstruction of such watercourse.</p> <p>3. All subdivisions which border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten foot (10') fish and nature study easement along the riverbank. Furthermore, the council shall require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's access. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the council may require an extension of that easement along the portion of the riverbank which runs through the proposed subdivision.</p> <p>4. All subdivisions which border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a twenty five foot (25') scenic easement upon which no permanent structure shall be built in order to protect the natural vegetation and wildlife along the riverbank and to protect structures from damage or loss due to riverbank erosion.</p> <p>5. No ditch, pipe or structure for irrigation water or irrigation wastewater shall be constructed, rerouted or changed in the course of planning for or constructing required improvements within a proposed subdivision unless same has first been approved in writing by the ditch company or property owner holding the water rights. A written copy of such approval shall be filed as part of required improvement construction plans.</p> <p>6. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the city.</p>
			<i>Findings</i>	N/A. None of the listed easements are proposed or required for this project. The project does not create a new private street. The property is not adjacent to any waterways or located within the floodplain or riparian area. A 10-foot snow storage easement is proposed to assist in winter maintenance of Bald Mountain Road.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.K	Sanitary Sewage Disposal Improvements: Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum sewage treatment system as a required improvement by the subdivider. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the city engineer, council and Idaho health department prior to final plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho department of health and the council may be constructed on a temporary basis until such time as connection to the public sewage system is possible. In considering such alternative provisions, the council may require an



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				increase in the minimum lot size and may impose any other reasonable requirements which it deems necessary to protect public health, safety and welfare.
			<i>Findings</i>	This standard is not applicable as no sanitary sewage disposal improvements are required for this project. Sewer infrastructure exists adjacent to the proposed Lot 1.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.L	<b>Water System Improvements:</b> A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement. The subdivider shall also be required to locate and install an adequate number of fire hydrants within the proposed subdivision according to specifications and requirements of the city under the supervision of the Ketchum fire department and other regulatory agencies having jurisdiction. Furthermore, the central water system shall have sufficient flow for domestic use and adequate fire flow. All such water systems installed shall be looped extensions, and no dead end systems shall be permitted. All water systems shall be connected to the municipal water system and shall meet the standards of the following agencies: Idaho department of public health, Idaho survey and rating bureau, district sanitarian, Idaho state public utilities commission, Idaho department of reclamation, and all requirements of the city.
			<i>Findings</i>	This standard is not applicable as no water improvements are required for this project. Water infrastructure exists adjacent to the proposed Lot 1.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.M	<b>Planting Strip Improvements:</b> Planting strips shall be required improvements. When a predominantly residential subdivision is proposed for land adjoining incompatible uses or features such as highways, railroads, commercial or light industrial districts or off-street parking areas, the subdivider shall provide planting strips to screen the view of such incompatible features. The subdivider shall submit a landscaping plan for such planting strip with the preliminary plat application, and the landscaping shall be a required improvement.
			<i>Findings</i>	This standard is not applicable as planting strips are not required for this project
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.N	<b>Cuts, Fills, And Grading Improvements:</b> Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts, fills, alterations of topography, streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following: 1. A preliminary soil report prepared by a qualified engineer may be required by the commission and/or council as part of the preliminary plat application. 2. Preliminary grading plan prepared by a civil engineer shall be submitted as part of all preliminary plat applications. Such plan shall contain the following information: a. Proposed contours at a maximum of five foot (5') contour intervals. b. Cut and fill banks in pad elevations. c. Drainage patterns. d. Areas where trees and/or natural vegetation will be preserved.



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				<p>e. Location of all street and utility improvements including driveways to building envelopes.</p> <p>f. Any other information which may reasonably be required by the administrator, commission or council to adequately review the affect of the proposed improvements.</p> <p>3. Grading shall be designed to blend with natural landforms and to minimize the necessity of padding or terracing of building sites, excavation for foundations, and minimize the necessity of cuts and fills for streets and driveways.</p> <p>4. Areas within a subdivision which are not well suited for development because of existing soil conditions, steepness of slope, geology or hydrology shall be allocated for open space for the benefit of future property owners within the subdivision.</p> <p>5. Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the subdivider for revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction. Until such times as such revegetation has been installed and established, the subdivider shall maintain and protect all disturbed surfaces from erosion.</p> <p>6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply:</p> <ul style="list-style-type: none"> <li>a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability.</li> <li>b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by AASHO T99 (American Association of State Highway Officials) and ASTM D698 (American standard testing methods).</li> <li>c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability.</li> <li>d. Fill slopes shall be no steeper than three horizontal to one vertical (3:1). Neither cut nor fill slopes shall be located on natural slopes of three to one (3:1) or steeper, or where fill slope toes out within twelve feet (12') horizontally of the top and existing or planned cut slope.</li> <li>e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet (6'), plus one-fifth (1/5) of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.</li> </ul>
			<i>Findings</i>	This standard is not applicable as no grading improvements are proposed or required.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.O	Drainage Improvements: The subdivider shall submit with the preliminary plat application such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or



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				<p>storm drains, existing or proposed. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the city on the preliminary and final plat. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. Culverts shall be required where all water or drainage courses intersect with streets, driveways or improved public easements and shall extend across and under the entire improved width including shoulders.</p>
			<i>Findings</i>	This standard is not applicable as no drainage improvements are proposed or required.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.P	<p><b>Utilities:</b> In addition to the terms mentioned in this section, all utilities including, but not limited to, electricity, natural gas, telephone and cable services shall be installed underground as a required improvement by the subdivider. Adequate provision for expansion of such services within the subdivision or to adjacent lands including installation of conduit pipe across and underneath streets shall be installed by the subdivider prior to construction of street improvements.</p>
			<i>Findings</i>	This standard is not applicable as Lot 1 already contains a power box, gas meter, and telephone riser as seen on the preliminary plat.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.Q	<p><b>Off Site Improvements:</b> Where the offsite impact of a proposed subdivision is found by the commission or council to create substantial additional traffic, improvements to alleviate that impact may be required of the subdivider prior to final plat approval, including, but not limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities.</p>
			<i>Findings</i>	This standard is not applicable as off-site improvements are not required or proposed with this project
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.R	<p><b>Avalanche and mountain overlay.</b> All improvements and plats (land, planned unit development, townhouse, condominium) created pursuant to this chapter shall comply with City of Ketchum Avalanche Zone District and Mountain Overlay Zoning District requirements as set forth in title 17 of this Code.</p>
			<i>Findings</i>	This standard is not applicable as this application is not within the Avalanche or Mountain Overlay
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.S	<p><b>Existing natural features</b> which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.</p>
			<i>Findings</i>	This standard is not applicable as the subject property is developed with an existing residence and private landscaping.

Attachment D: Draft  
Findings of Fact,  
Conclusions of Law,  
& Decision





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IN RE: )  
 )  
 Limelight Subdivision ) KETCHUM PLANNING AND ZONING COMMISSION  
 Subdivision Preliminary Plat ) FINDINGS OF FACT, CONCLUSIONS OF LAW, AND  
 File Number: P24-014 ) DECISION  
 )  
 Date: May 14, 2024 )  
 )

PROJECT: Limelight Subdivision  
 APPLICATION TYPE: Subdivision Preliminary Plat  
 FILE NUMBER: P24-014  
 PROPERTY OWNER: Limelight Condominium Owners  
 REPRESENTATIVE: Dave Patrie, Galena-Benchmark Engineering  
 LOCATION: 318 Bald Mountain Road – (Limelight Condos Common Area)  
 ZONING: General Residential – Low Density (GR-L)

**RECORD OF PROCEEDINGS**

The Planning and Zoning Commission considered the Limelight Subdivision Preliminary Plat Application File No. P24-014 during their meeting on May 14, 2024.

Public Hearing Notice & Public Comment

A public hearing notice for the project was mailed to all owners of property within 300 feet of the project site and all political subdivisions on April 24, 2024. The public hearing notice was published in the Idaho Mountain Express on April 24, 2024. A notice was posted on the project site and the city’s website on April 29, 2024.

**FINDINGS OF FACT**

The Planning and Zoning Commission having reviewed the entire project record, provided notice, and conducted the required public hearing does hereby make and set forth these Findings of Fact, Conclusions of Law, and Decision as follows:

**FINDINGS REGARDING CONFORMANCE WITH THE COMPREHENSIVE PLAN**

The City of Ketchum adopted the 2014 Comprehensive Plan (the “plan”) on February 18, 2014. The plan outlines the community vision and core values for the city. Using those, the plan outlines goals and policy objectives to reach key goals for the community related to the economy, housing, neighborhoods, parks and

recreation, open space, public safety, and others. The plan also includes a Future Land Use Map (FLUM) that identifies possible future land uses for properties to achieve desirable land use patterns for the city.

Specifically, the plan includes goals and policies in Chapter 3: *Housing* and Chapter 4: *Community Design and Neighborhoods* that relate to the proposed application.

- Housing Goal H-1: Ketchum will increase its supply of homes, including rental and special-needs housing for low, moderate, and median-income households.
  - Although the city cannot require the future owner or development of the proposed lot be targeted for a certain type of household or income category, the addition of a lot provides an opportunity to construct one or two additional dwelling units on the proposed Lot 1. An accessory dwelling unit can be built upon Lot 1 if the primary development is a single-family residence. Additionally, Policy H-1.5 states that “the community will continue to support and encourage construction of accessory dwelling units within residential areas to provide affordable housing.” Staff believes the approval of the proposed application assists in achieving these goals.
- Community Design and Neighborhoods Goal CD-1: Our community will preserve its small-town character and the distinct image of neighborhoods and districts.
  - Policy CD-1.3 discusses infill and redevelopment projects. The policy emphasizes the importance of contextually appropriate projects. Specifically, projects should consider natural and manmade features adjoining a development site, not a certain style. In contrast to that, the plan also states that each neighborhood or district should include a mix of design elements that will reinforce its unique design (Policy CD-1.1). Many of the lots in the surrounding neighborhood are large in size with a mix of single-family dwellings, duplexes, or apartment buildings from the 1960’s onward.
  - Subdivision of property often results in the construction of new homes, sometimes reflective of current architectural trends or styles that may contradict the unique design of the neighborhood as it sits today. Although the lot sizes may be like the surrounding neighborhood, the design of the future structure may differ. As mentioned above, the subject property permits both single family dwellings or a multifamily development of two units. If the future property owner chooses to develop a duplex, design review would be a required process.
- Future Land Use Map (FLUM)
  - The FLUM designates the subject property as “Low Density Residential”. Primary uses for this land use designation include “Single-family and duplex residences and accessory units.” The plan also states that “the average density of a residential area in this category is not to exceed about five units per acre.” A density of five units per acre equates to approximately one primary dwelling unit per 8,700 square feet of land. The new lot is 8,234 square feet, which is slightly above the minimum lot size in the GR-L zone district. Accessory dwelling units are not counted in density calculations as they are considered accessory and optional.

Although the subdivision of the property may result in new development with a different design than exists today, the proposal is in conformance with the FLUM and forwards some of the other policies aimed at housing.

### FINDINGS REGARDING PRELIMINARY PLAT SUBDIVISION REQUIREMENTS

Preliminary Plat Requirements				
Compliant			City Code	City Standards
Yes	No	N/A		

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.C.1	The subdivider shall file with the administrator copies of the completed subdivision application form and preliminary plat data as required by this chapter.
			<i>Findings</i>	The City of Ketchum Planning and Building Department received the subdivision application and all applicable application materials on February 23, 2024.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I	<b>Contents Of Preliminary Plat: The preliminary plat, together with all application forms, title insurance report, deeds, maps, and other documents reasonably required, shall constitute a complete subdivision application.</b>
			<i>Findings</i>	The subdivision application was deemed complete on February 23, 2024.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .1	<b>The preliminary plat shall be drawn to a scale of not less than one inch equals one hundred feet (1" = 100') and shall show the following:  The scale, north point and date.</b>
			<i>Findings</i>	This standard is met as shown on Sheet 1 of the preliminary plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .2	<b>The name of the proposed subdivision, which shall not be the same or confused with the name of any other subdivision in Blaine County, Idaho.</b>
			<i>Findings</i>	As shown on Sheet 1 of the preliminary plat, the subdivision is named "The Limelight Subdivision" which is not the same as any other subdivision in Blaine County, Idaho
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .3	<b>The name and address of the owner of record, the subdivider, and the engineer, surveyor, or other person preparing the plat.</b>
			<i>Findings</i>	As shown on Sheet 1, the owner and subdivider is Limelight Condominium Owners. The plat was prepared by Robert Brier of Galena-Benchmark Engineering.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .4	<b>Legal description of the area platted.</b>
			<i>Findings</i>	The legal description of the area platted is shown on the preliminary plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .5	<b>The names and the intersecting boundary lines of adjoining subdivisions and parcels of property.</b>
			<i>Findings</i>	The preliminary plat indicates the boundary lines of adjoining lots.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .6	<b>A contour map of the subdivision with contour lines and a maximum interval of five feet (5') to show the configuration of the land based upon the United States geodetic survey data, or other data approved by the city engineer.</b>
			<i>Findings</i>	Sheet 1 of the preliminary plat shows the contour lines for the subject property.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I 7	<b>The scaled location of existing buildings, water bodies and courses and location of the adjoining or immediately adjacent dedicated streets, roadways and easements, public and private.</b>
			<i>Findings</i>	Sheet 1 identifies the outline of the existing buildings on the property as well as adjacent streets.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .8	<b>Boundary description and the area of the tract.</b>
			<i>Findings</i>	The preliminary plat provides the boundary description of the area and includes square footage and acreage of the lot.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .9	<b>Existing zoning of the tract.</b>
			<i>Findings</i>	Sheet 1 of the preliminary plat lists the existing zoning of the subject property above the owner information.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .10	<b>The proposed location of street rights of way, lots, and lot lines, easements, including all approximate dimensions, and including all proposed lot and block numbering and proposed street names.</b>

			<i>Findings</i>	The preliminary plat shows the locations and lot lines for the proposed lot. No new streets or blocks are being proposed with this application.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .11	<b>The location, approximate size and proposed use of all land intended to be dedicated for public use or for common use of all future property owners within the proposed subdivision.</b>
			<i>Findings</i>	This standard is not applicable as there is no requirement or proposal for land dedicated for public or common use.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .12	<b>The location, size and type of sanitary and storm sewers, water mains, culverts and other surface or subsurface structures existing within or immediately adjacent to the proposed sanitary or storm sewers, water mains, and storage facilities, street improvements, street lighting, curbs, and gutters and all proposed utilities.</b>
			<i>Findings</i>	Sheet 1 shows the water and sewer lines immediately adjacent to the subject property.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .13	<b>The direction of drainage, flow and approximate grade of all streets.</b>
			<i>Findings</i>	This standard is shown in multiple locations on the preliminary plat.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .14	<b>The location of all drainage canals and structures, the proposed method of disposing of runoff water, and the location and size of all drainage easements, whether they are located within or outside of the proposed plat.</b>
			<i>Findings</i>	This standard does not apply as no new drainage canals or structures are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .15	<b>All percolation tests and/or exploratory pit excavations required by state health authorities.</b>
			<i>Findings</i>	This standard does not apply as no additional tests are required.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .16	<b>A copy of the provisions of the articles of incorporation and bylaws of homeowners' association and/or condominium declarations to be filed with the final plat of the subdivision.</b>
			<i>Findings</i>	This standard does not apply as this preliminary plat application is not for a townhouse or condominium subdivision and no commonly owned land or facilities are proposed.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .17	<b>Vicinity map drawn to approximate scale showing the location of the proposed subdivision in reference to existing and/or proposed arterials and collector streets.</b>
			<i>Findings</i>	Sheet 1 includes a vicinity map that satisfies this requirement.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .18	<b>The boundaries of the floodplain, floodway and avalanche zoning district shall also be clearly delineated and marked on the preliminary plat.</b>
			<i>Findings</i>	The subject property is not within a floodplain, floodway, or avalanche zone district.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .19	<b>Building envelopes shall be shown on each lot, all or part of which is within a floodway, floodplain, or avalanche zone; or any lot that is adjacent to the Big Wood River, Trail Creek, or Warm Springs Creek; or any lot, a portion of which has a slope of twenty five percent (25%) or greater; or upon any lot which will be created adjacent to the intersection of two (2) or more streets.</b>
			<i>Findings</i>	A building envelope is not required as the subject property is not within the floodway, floodplain, or avalanche zone. The subject property is not adjacent to the Big Wood River, Trail Creek or Warm Springs. The subject property does not contain slopes greater than 25% based on natural contours. The proposed lot is not a corner lot.

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .20	Lot area of each lot.
			<i>Findings</i>	As shown on Sheet 1 of the preliminary plat, the lot area for Lot 1 is 8,234 square feet.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .21	Existing mature trees and established shrub masses.
			<i>Findings</i>	Existing mature trees and shrub masses on the subject property are identified on the preliminary plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .22	A current title report shall be provided at the time that the preliminary plat is filed with the administrator, together with a copy of the owner's recorded deed to such property.
			<i>Findings</i>	The applicant provided a title commitment issued by Stewart Title dated October 23, 2023 and a warranty deed recorded on January 2, 2024 with the Blaine County Clerk and Recorder.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .23	Three (3) copies of the preliminary plat shall be filed with the administrator.
			<i>Findings</i>	The City of Ketchum received hard and digital copies of the preliminary plat at the time of application.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.A	Required Improvements: The improvements set forth in this section shall be shown on the preliminary plat and installed prior to approval of the final plat. Construction design plans shall be submitted and approved by the city engineer. All such improvements shall be in accordance with the comprehensive plan and constructed in compliance with construction standard specifications adopted by the city. Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			<i>Findings</i>	No improvements are required to be made with the creation of Lot 1.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.B	Improvement Plans: Prior to approval of final plat by the commission, the subdivider shall file two (2) copies with the city engineer, and the city engineer shall approve construction plans for all improvements required in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the state.
			<i>Findings</i>	No improvements are required to be made with the creation of Lot 1.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.C	Prior to final plat approval, the subdivider shall have previously constructed all required improvements and secured a certificate of completion from the city engineer. However, in cases where the required improvements cannot be constructed due to weather conditions or other factors beyond the control of the subdivider, the city council may accept, in lieu of any or all of the required improvements, a performance bond filed with the city clerk to ensure actual construction of the required improvements as submitted and approved. Such performance bond shall be issued in an amount not less than one hundred fifty percent (150%) of the estimated costs of improvements as determined by the city engineer. In the event the improvements are not constructed within the time allowed by the city council (which shall be one year or less, depending upon the individual circumstances), the council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider shall be liable to the city for additional costs. The amount that the cost of installing the required improvements exceeds the amount of the performance bond shall automatically become a lien upon any and all property within the subdivision owned by the owner and/or subdivider.

			<i>Findings</i>	No improvements are required to be made with the creation of Lot 1.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.D	As Built Drawing: Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) days after completion of improvements and submission of as built drawings, the city engineer shall certify the completion of the improvements and the acceptance of the improvements, and shall submit a copy of such certification to the administrator and the subdivider. If a performance bond has been filed, the administrator shall forward a copy of the certification to the city clerk. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.
			<i>Findings</i>	No improvements are required to be made with the creation of Lot 1.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.E	Monumentation: Following completion of construction of the required improvements and prior to certification of completion by the city engineer, certain land survey monuments shall be reset or verified by the subdivider's engineer or surveyor to still be in place. These monuments shall have the size, shape, and type of material as shown on the subdivision plat. The monuments shall be located as follows: <ol style="list-style-type: none"> <li>1. All angle points in the exterior boundary of the plat.</li> <li>2. All street intersections, points within and adjacent to the final plat.</li> <li>3. All street corner lines ending at boundary line of final plat.</li> <li>4. All angle points and points of curves on all streets.</li> <li>5. The point of beginning of the subdivision plat description.</li> </ol>
			<i>Findings</i>	No improvements are required to be made with the creation of Lot 1.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.F	Lot Requirements: <ol style="list-style-type: none"> <li>1. Lot size, width, depth, shape and orientation and minimum building setback lines shall be in compliance with the zoning district in which the property is located and compatible with the location of the subdivision and the type of development, and preserve solar access to adjacent properties and buildings.</li> <li>2. Whenever a proposed subdivision contains lot(s), in whole or in part, within the floodplain, or which contains land with a slope in excess of twenty five percent (25%), based upon natural contours, or creates corner lots at the intersection of two (2) or more streets, building envelopes shall be shown for the lot(s) so affected on the preliminary and final plats. The building envelopes shall be located in a manner designed to promote harmonious development of structures, minimize congestion of structures, and provide open space and solar access for each lot and structure. Also, building envelopes shall be located to promote access to the lots and maintenance of public utilities, to minimize cut and fill for roads and building foundations, and minimize adverse impact upon environment, watercourses and topographical features. Structures may only be built on buildable lots. Lots shall only be created that meet the definition of "lot, buildable" in section 16.04.020 of this chapter. Building envelopes shall be established outside of hillsides of twenty five percent (25%) and greater and outside of the floodway. A waiver to this standard may only be considered for the following: <ol style="list-style-type: none"> <li>a. For lot line shifts of parcels that are entirely within slopes of twenty five percent (25%) or greater to create a reasonable building envelope, and mountain overlay design review standards and all other city requirements are met.</li> </ol> </li> </ol>

				<p>b. For small, isolated pockets of twenty five percent (25%) or greater that are found to be in compliance with the purposes and standards of the mountain overlay district and this section.</p> <p>3. Corner lots outside the original Ketchum Townsite shall have a property line curve or corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve an existing or future use.</p> <p>4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line.</p> <p>5. Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial streets or incompatible zoning districts.</p> <p>6. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public street or legal access via an easement of twenty feet (20') or greater in width. Easement shall be recorded in the office of the Blaine County recorder prior to or in conjunction with recordation of the final plat.</p>
			<i>Findings</i>	<ol style="list-style-type: none"> <li>1. The lot size of 8,234 square feet is above the minimum required lot area as well as the average lot width of 127 feet. All future development on the site will comply with GR-L dimensional standards in Title 17.</li> <li>2. Building envelopes are not required as the subject property is not within the floodplain/floodway, avalanche zone, and does not contain slopes greater than 25% based on natural contours. This application does not create a corner lot.</li> <li>3. The application does not create a corner lot.</li> <li>4. The proposed side lot lines meet this standard.</li> <li>5. The subject property is not a double frontage lot.</li> <li>6. Lot 1 will have 127 feet of frontage along Bald Mountain Road.</li> </ol>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.G	<p><b>G. Block Requirements:</b> The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</p> <ol style="list-style-type: none"> <li>1. No block shall be longer than one thousand two hundred feet (1,200'), nor less than four hundred feet (400') between the street intersections, and shall have sufficient depth to provide for two (2) tiers of lots.</li> <li>2. Blocks shall be laid out in such a manner as to comply with the lot requirements.</li> <li>3. The layout of blocks shall take into consideration the natural topography of the land to promote access within the subdivision and minimize cuts and fills for roads and minimize adverse impact on environment, watercourses and topographical features.</li> <li>4. Corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.</li> </ol>
			<i>Findings</i>	This standard does not apply as no new blocks are being created.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H	<p><b>Street Improvement Requirements:</b></p> <ol style="list-style-type: none"> <li>1. The arrangement, character, extent, width, grade and location of all streets put in the proposed subdivision shall conform to the comprehensive plan and shall be considered in their relation to existing and planned streets, topography, public convenience and safety, and the proposed uses of the land;</li> <li>2. All streets shall be constructed to meet or exceed the criteria and standards set forth in chapter 12.04 of this code, and all other applicable ordinances, resolutions or regulations of the city or any other governmental entity having jurisdiction, now existing or adopted, amended or codified;</li> </ol>

			<p>3. Where a subdivision abuts or contains an existing or proposed arterial street, railroad or limited access highway right of way, the council may require a frontage street, planting strip, or similar design features;</p> <p>4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods;</p> <p>5. Street grades shall not be less than three-tenths percent (0.3%) and not more than seven percent (7%) so as to provide safe movement of traffic and emergency vehicles in all weather and to provide for adequate drainage and snow plowing;</p> <p>6. In general, partial dedications shall not be permitted, however, the council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the council finds it practical to require the dedication of the remainder of the right of way when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right of way shall be dedicated;</p> <p>7. Dead end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property. When such a dead end street serves more than two (2) lots, a temporary turnaround easement shall be provided, which easement shall revert to the adjacent lots when the street is extended;</p> <p>8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the development of the subdivision, and provided, that no such street shall have a maximum length greater than four hundred feet (400') from entrance to center of turnaround, and all cul-de-sacs shall have a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line;</p> <p>9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);</p> <p>10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets;</p> <p>11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;</p> <p>12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;</p> <p>13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the commission before submitting same to council for preliminary plat approval;</p> <p>14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;</p> <p>15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets;</p> <p>16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider;</p>
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				<p>17. In general, the centerline of a street shall coincide with the centerline of the street right of way, and all crosswalk markings shall be installed by the subdivider as a required improvement;</p> <p>18. Street lighting may be required by the commission or council where appropriate and shall be installed by the subdivider as a requirement improvement;</p> <p>19. Private streets may be allowed upon recommendation by the commission and approval by the council. Private streets shall be constructed to meet the design standards specified in subsection H2 of this section;</p> <p>20. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the administrator and shall be consistent with the type and design of existing street signs elsewhere in the city;</p> <p>21. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which will require construction of a new bridge or improvement of an existing bridge, such construction or improvement shall be a required improvement by the subdivider. Such construction or improvement shall be in accordance with adopted standard specifications;</p> <p>22. Sidewalks, curbs and gutters may be a required improvement installed by the subdivider; and</p> <p>23. Gates are prohibited on private roads and parking access/entranceways, private driveways accessing more than one single-family dwelling unit and one accessory dwelling unit, and public rights of way unless approved by the city council.</p>
				This standards is not applicable. This proposal does not create a new street, private road or bridge.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.I	<p>Alley Improvement Requirements: Alleys shall be provided in business, commercial and light industrial zoning districts. The width of an alley shall be not less than twenty feet (20'). Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. Dead end alleys shall be prohibited. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in subsection H2 of this section.</p>
			<i>Findings</i>	This standard does not apply as the subject property is in a residential zoning district which do not require alleys.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.J	<p>Required Easements: Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands.</p> <p>1. A public utility easement at least ten feet (10') in width shall be required within the street right of way boundaries of all private streets. A public utility easement at least five feet (5') in width shall be required within property boundaries adjacent to Warm Springs Road and within any other property boundary as determined by the city engineer to be necessary for the provision of adequate public utilities.</p> <p>2. Where a subdivision contains or borders on a watercourse, drainageway, channel or stream, an easement shall be required of sufficient width to contain such watercourse and provide access for private maintenance and/or reconstruction of such watercourse.</p> <p>3. All subdivisions which border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten foot (10') fish and nature study easement along the riverbank. Furthermore, the council shall require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's</p>

			<p>access. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the council may require an extension of that easement along the portion of the riverbank which runs through the proposed subdivision.</p> <p>4. All subdivisions which border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a twenty five foot (25') scenic easement upon which no permanent structure shall be built in order to protect the natural vegetation and wildlife along the riverbank and to protect structures from damage or loss due to riverbank erosion.</p> <p>5. No ditch, pipe or structure for irrigation water or irrigation wastewater shall be constructed, rerouted or changed in the course of planning for or constructing required improvements within a proposed subdivision unless same has first been approved in writing by the ditch company or property owner holding the water rights. A written copy of such approval shall be filed as part of required improvement construction plans.</p> <p>6. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the city.</p>
		<i>Findings</i>	N/A. None of the listed easements are proposed or required for this project. The project does not create a new private street. The property is not adjacent to any waterways or located within the floodplain or riparian area. A 10-foot snow storage easement is proposed to assist in winter maintenance of Bald Mountain Road.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p><b>16.04.040.K</b></p> <p><b>Sanitary Sewage Disposal Improvements:</b> Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum sewage treatment system as a required improvement by the subdivider. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the city engineer, council and Idaho health department prior to final plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho department of health and the council may be constructed on a temporary basis until such time as connection to the public sewage system is possible. In considering such alternative provisions, the council may require an increase in the minimum lot size and may impose any other reasonable requirements which it deems necessary to protect public health, safety and welfare.</p>
		<i>Findings</i>	This standard is not applicable as no sanitary sewage disposal improvements are required for this project. Sewer infrastructure exists adjacent to the proposed Lot 1.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p><b>16.04.040.L</b></p> <p><b>Water System Improvements:</b> A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement. The subdivider shall also be required to locate and install an adequate number of fire hydrants within the proposed subdivision according to specifications and requirements of the city under the supervision of the Ketchum fire department and other regulatory agencies having jurisdiction. Furthermore, the central water system shall have sufficient flow for domestic use and adequate fire flow. All such water systems installed shall be looped extensions, and no dead end systems shall be permitted. All water systems shall be connected to the municipal water system</p>

				and shall meet the standards of the following agencies: Idaho department of public health, Idaho survey and rating bureau, district sanitarian, Idaho state public utilities commission, Idaho department of reclamation, and all requirements of the city.
			<i>Findings</i>	This standard is not applicable as no water improvements are required for this project. Water infrastructure exists adjacent to the proposed Lot 1.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.M	Planting Strip Improvements: Planting strips shall be required improvements. When a predominantly residential subdivision is proposed for land adjoining incompatible uses or features such as highways, railroads, commercial or light industrial districts or off-street parking areas, the subdivider shall provide planting strips to screen the view of such incompatible features. The subdivider shall submit a landscaping plan for such planting strip with the preliminary plat application, and the landscaping shall be a required improvement.
			<i>Findings</i>	This standard is not applicable as planting strips are not required for this project
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.N	<p>Cuts, Fills, And Grading Improvements: Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts, fills, alterations of topography, streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following:</p> <ol style="list-style-type: none"> <li>1. A preliminary soil report prepared by a qualified engineer may be required by the commission and/or council as part of the preliminary plat application.</li> <li>2. Preliminary grading plan prepared by a civil engineer shall be submitted as part of all preliminary plat applications. Such plan shall contain the following information: <ol style="list-style-type: none"> <li>a. Proposed contours at a maximum of five foot (5') contour intervals.</li> <li>b. Cut and fill banks in pad elevations.</li> <li>c. Drainage patterns.</li> <li>d. Areas where trees and/or natural vegetation will be preserved.</li> <li>e. Location of all street and utility improvements including driveways to building envelopes.</li> <li>f. Any other information which may reasonably be required by the administrator, commission or council to adequately review the affect of the proposed improvements.</li> </ol> </li> <li>3. Grading shall be designed to blend with natural landforms and to minimize the necessity of padding or terracing of building sites, excavation for foundations, and minimize the necessity of cuts and fills for streets and driveways.</li> <li>4. Areas within a subdivision which are not well suited for development because of existing soil conditions, steepness of slope, geology or hydrology shall be allocated for open space for the benefit of future property owners within the subdivision.</li> <li>5. Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the subdivider for revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction. Until such times as such revegetation has been installed and established, the subdivider shall maintain and protect all disturbed surfaces from erosion.</li> <li>6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply: <ol style="list-style-type: none"> <li>a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability.</li> </ol> </li> </ol>

				<p>b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by AASHTO T99 (American Association of State Highway Officials) and ASTM D698 (American standard testing methods).</p> <p>c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability.</p> <p>d. Fill slopes shall be no steeper than three horizontal to one vertical (3:1). Neither cut nor fill slopes shall be located on natural slopes of three to one (3:1) or steeper, or where fill slope toes out within twelve feet (12') horizontally of the top and existing or planned cut slope.</p> <p>e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet (6'), plus one-fifth (1/5) of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.</p>
			<i>Findings</i>	This standard is not applicable as no grading improvements are proposed or required.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.O	<p><b>Drainage Improvements:</b> The subdivider shall submit with the preliminary plat application such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the city on the preliminary and final plat. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. Culverts shall be required where all water or drainage courses intersect with streets, driveways or improved public easements and shall extend across and under the entire improved width including shoulders.</p>
			<i>Findings</i>	This standard is not applicable as no drainage improvements are proposed or required.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.P	<p><b>Utilities:</b> In addition to the terms mentioned in this section, all utilities including, but not limited to, electricity, natural gas, telephone and cable services shall be installed underground as a required improvement by the subdivider. Adequate provision for expansion of such services within the subdivision or to adjacent lands including installation of conduit pipe across and underneath streets shall be installed by the subdivider prior to construction of street improvements.</p>
			<i>Findings</i>	This standard is not applicable as Lot 1 already contains a power box, gas meter, and telephone riser as seen on the preliminary plat.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.Q	<p><b>Off Site Improvements:</b> Where the offsite impact of a proposed subdivision is found by the commission or council to create substantial additional traffic, improvements to alleviate that impact may be required of the subdivider prior to final plat approval, including, but not limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities.</p>
			<i>Findings</i>	This standard is not applicable as off-site improvements are not required or proposed with this project
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.R	<p><b>Avalanche and mountain overlay.</b> All improvements and plats (land, planned unit development, townhouse, condominium) created pursuant to this chapter shall</p>

				comply with City of Ketchum Avalanche Zone District and Mountain Overlay Zoning District requirements as set forth in title 17 of this Code.
			<i>Findings</i>	This standard is not applicable as this application is not within the Avalanche or Mountain Overlay
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.S	Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			<i>Findings</i>	This standard is not applicable as the subject property is developed with an existing residence and private landscaping.

### CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation established in accordance with Article XII of the Constitution of the State of Idaho and Title 50 Idaho Code and is required and has exercised its authority pursuant to the Local Land Use Planning Act codified at Chapter 65 of Title 67 Idaho Code and pursuant to Chapters 3, 9 and 13 of Title 50 Idaho Code to enact the ordinances and regulations, which ordinances are codified in the Ketchum Municipal Code (“KMC”) and are identified in the Findings of Fact and which are herein restated as Conclusions of Law by this reference and which City Ordinances govern the applicant’s Townhouse Preliminary Plat application for the development and use of the project site.
2. The Commission has authority to review and recommend approval of the applicant’s Subdivision Preliminary Plat Application pursuant to Chapter 16.04 of Ketchum Code Title 16.
3. The City of Ketchum Planning Department provided notice for the review of this application in accordance with Ketchum Municipal Code §16.04.030.
4. The Subdivision Preliminary Plat application is governed under Chapter 16.04 of Ketchum Municipal Code.
5. The Limelight Subdivision Preliminary Plat application meets all applicable standards specified in Title 16 of Ketchum Municipal Code.

### DECISION

**THEREFORE**, the Commission **recommends approval** of this Subdivision Preliminary Plat Application File No. P24-014 to City Council this Tuesday, May 14, 2024 subject to the following conditions of approval.

### CONDITIONS OF APPROVAL

1. Failure to record a Final Plat within two (2) years of Council’s approval of a Preliminary Plat shall cause the Preliminary Plat to be null and void.

Findings of Fact **adopted** this 14<sup>th</sup> day of May 2024.

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Neil Morrow, Chair  
City of Ketchum  
Planning and Zoning Commission



STAFF REPORT  
KETCHUM PLANNING AND ZONING COMMISSION  
MEETING OF MAY 14, 2024

**PROJECT:** Herbie’s Launching Pad

**FILE NUMBER:** P24-010

**APPLICATION TYPE:** Pre-Application Mountain Overlay Design Review

**PROPERTY OWNER:** Martin Henry Kaplan and Leslie Deitz Kaplan

**ARCHITECT:** Martin Kaplan

**REQUEST:** Mountain Overlay Pre-Application Design Review for the development of a new 4,740 square foot single-family residence and a 511 square foot detached studio.

**LOCATION:** 241 Hillside Drive

**ZONING:** Limited Residential (LR)

**OVERLAY:** Mountain Overlay, Avalanche

**REVIEWER:** Paige Nied – Associate Planner

**NOTICE:** As a courtesy, a public meeting notice for the project was mailed to all property owners within 300 feet of the project site and all political subdivisions on April 24, 2024. The notice was published in the Idaho Mountain Express on April 24, 2024. A notice was posted on the city’s website on April 29, 2024, and on the project site on May 7, 2024, and

**I. EXECUTIVE SUMMARY:**

The applicant has submitted a Pre-Application Mountain Overlay Design Review for the development of a new 4,740 square foot single-family residence and 511 square foot detached studio (the “project”), located at 241 Hillside Drive (the “subject property”). The subject property is zoned Limited Residential (LR) and is in the Mountain Overlay District (MOD) and Avalanche (A) zone. The subject property is currently vacant (See Figure 1 below). The full project plans are included as Attachment 1. The project proposes an avalanche protective device for the residence, as is required in the A zone. Avalanche protective devices are subject to conditional use permit approval. At the Final Design Review stage, the applicant shall also submit a conditional use permit application, and both applications will be reviewed concurrently.

Figure 1: Subject Property



The project is subject to Mountain Overlay Pre-Application Design Review pursuant to Ketchum Municipal Code (KMC) §17.96.010.D.1 and §17.104.060, as the property is greater than 11,000 square feet and is in the MOD. Pre-Application Design Review is an opportunity for the Planning and Zoning Commission to give the applicant feedback on the proposed project. This preliminary review allows the Commission to ask questions, identify code compliance issues or design concerns, and provide recommendations to the applicant. In the sections below, staff has outlined some elements of the design for discussion by the Commission. As this is a pre-application meeting, there is no formal staff recommendation and no motion or action for the Commission to take.

## II. BACKGROUND:

The Planning and Building Department received the Pre-Application Design Review application on February 12, 2024. The application was reviewed by all city departments and comments were provided to the applicant for review. Although revisions in response to staff comments are not required for the pre-application process, the applicant chose to respond to staff's comments and conducted a redesign of the residence based on staff's feedback. Staff provided comments to the applicant on the redesign and have included many of those comments in the sections below.

## III. CONFORMANCE WITH ZONING AND DESIGN REVIEW STANDARDS:

Pursuant to KMC §17.96.050.A, the Commission shall determine the following prior to granting Design Review approval:

- 1) The project doesn't jeopardize the health, safety, or welfare of the public.
- 2) The project generally conforms with the goals, policies, and objectives of the adopted comprehensive plan.



- 3) The project conforms to all applicable standards and criteria as set forth in this chapter, this title, and any other standards as adopted or amended by the City of Ketchum from time to time.

**Criteria #1 & #2: Comprehensive Plan Conformance**

The 2014 Comprehensive Plan's future land use map identifies two different future land use designations for the subject property, the lower and upper portions as represented in green and yellow in Figure 2. The map designates the future land use for the downhill portion of the subject property in yellow as low-density residential. Desired primary uses within this future land use category include single-family and duplex residences as well as accessory units. The proposed single-family residence falls within the primary uses of the low-density residential land use category. Open space is identified as an appropriate secondary use that complements the low-density residential units. The uphill portion of the subject property in green is designated as open space, parks & recreation which does not encourage any development in that area of the property.

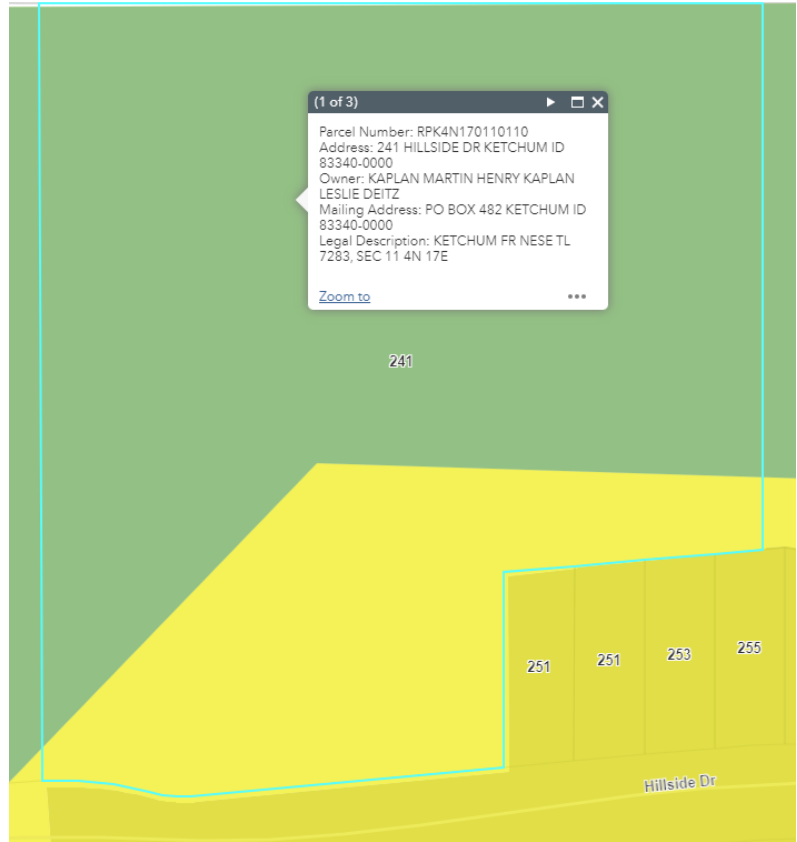


Figure 2: Comprehensive Plan Future Land Use Map

One of the comprehensive plan's core values is protecting the community character of Ketchum and preserving its environmental quality and scenic beauty. Ketchum's undeveloped hillsides are visual assets that define the character of our community. Protecting and preserving Ketchum's natural resources is critical to maintaining our economy, quality of life, and community identity. The plan sets policies to guide land-use decisions and identifies the following objectives regarding hillside development:

- Policy OS-3.2: Establish and maintain open space buffers in important scenic areas to maintain the community's separate identity from surrounding communities and to protect views and open space.
- Policy CD-2.2: Continue to protect hillsides within the City and the Area of City Impact from further development. Enforce and encourage strengthening of the Mountain Overlay standards of the City and County, by using a variety of techniques; such as clustering at lower elevations, creating conservation easements, or purchasing private property on hillsides.
- Policy CD-2.4: Protect and incorporate natural features into newly developing areas. Conserve the natural patterns of streams, ridgelines, topography, riparian areas, and wildlife habitat areas.

The MOD ensures the preservation of Ketchum’s surrounding hillsides and ridgelines and minimizes impacts on natural topography, geology, soils, drainage, wildlife, and native vegetation. The Mountain Overlay Design Review standards reduce visual impact by directing building sites away from higher elevations and keeping hillsides open and unobstructed. Additionally, MOD standards protect public health, safety, and welfare by ensuring the adequate provision of emergency services, fire protection, and utilities.

Staff believes that the type of development proposed is appropriate for the neighborhood, however, staff also believes that the design of the development should be further considered. The development features a long driveway and is situated at a higher elevation with a front yard setback of 38’-10 7/8”. The proposed front yard setback is significantly greater than the 15’ minimum requirement and the higher elevation will increase disturbance higher up on the hillside. In addition, the development proposes a turf and terrace area between the residence and detached studio. Lawns are generally not common in the MOD because it requires disturbance on the hillside that is outside of the building’s construction. Please see the Mountain Overlay design review analysis below for further discussion on these topics.

### ***Criteria #3: Applicable Standards and Criteria***

#### Conformance with Zoning and Dimensional Standards

Staff reviewed the application for applicable zoning and dimensional standards including setbacks, building height, building coverage, and parking. Dark skies compliance is not reviewed at the pre-application stage, however, will be reviewed at Final Design Review. A full review of zoning and dimensional standards can be found in Attachment 2. As proposed, the development meets the requirements with no code compliance issues identified based on the information provided. All requirements will be reviewed again at the Final Design Review stage to ensure the project remains in compliance.

#### Conformance with Design Review Improvements and Standards

Bulk/Mass/Flatness and Snow Storage (KMC 17.96.060.E.1, F.5, and H.4) – As noted above, the applicant conducted a redesign of the project following the first round of comments from staff. During the first review, staff provided feedback that the southern facing walls of the residence, detached garage, and retaining wall lacked relief and did not effectively reduce the appearance of bulk and flatness. Staff also provided comments on the high amount of glazing which is uncharacteristic of this neighborhood and lack of snow storage areas onsite.

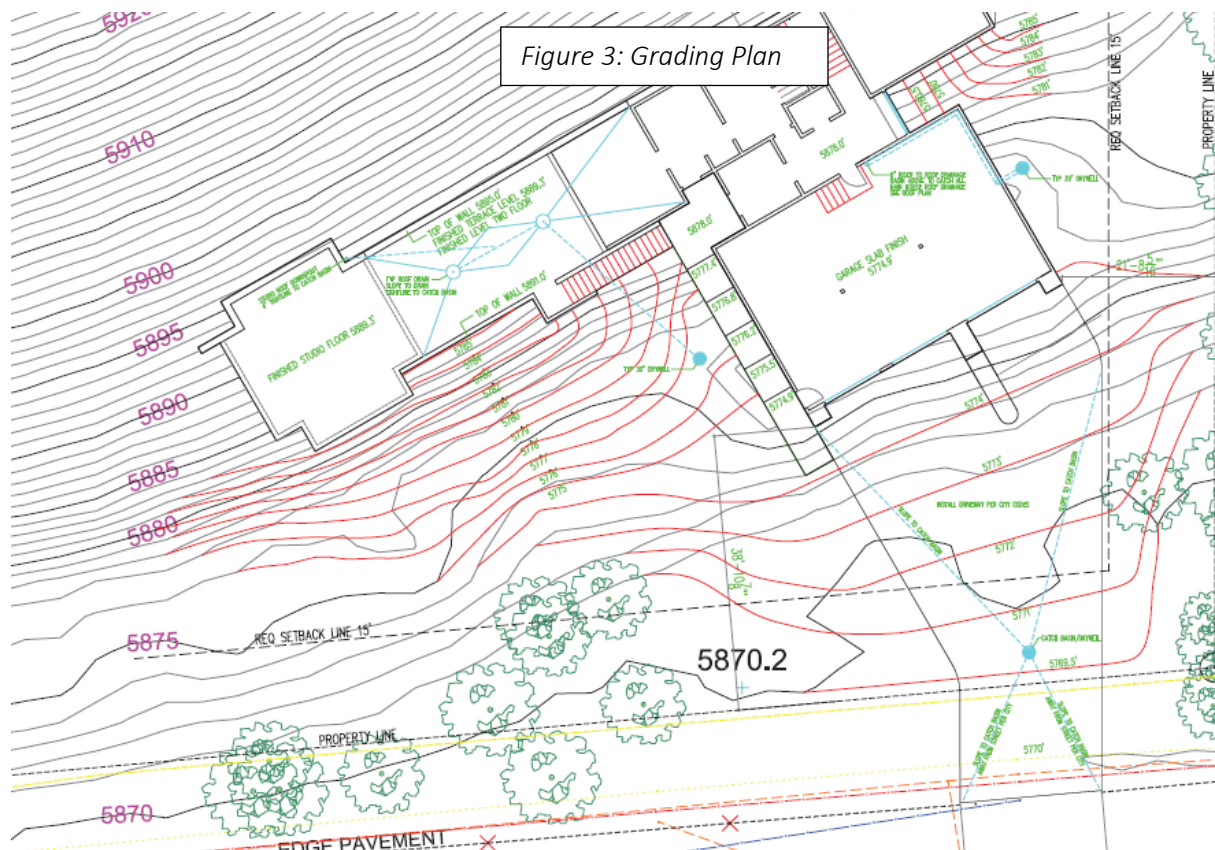
The redesign included the removal of a detached garage and now has the grade meet the studio and terrace, which has eliminated a high retaining wall facing the street. This modification helped to reduce the perceived massing and flatness of the development. In addition, the redesign reduced the amount of glazing proposed. Lastly, the redesigned plans indicate a driveway snowmelt system in lieu of providing snow storage areas onsite. The proposed driveway snowmelt system encroaches into the Hillside Drive right-of-way. Staff advised the applicant that the City Council made a policy determination that they will no longer permit residential snowmelt systems within public rights-of-way, except when required by the Fire or Streets Department for challenging sites. Both the Fire and Streets Department have reviewed the application and do not require a driveway snowmelt system for this project. The driveway snowmelt system will have to be located only within the subject property in the Final Design Review submittal.

The pre-application materials did not include a proposed landscape plan. However, a review of the landscaping and another review of all other design review requirements will take place at the Final Design Review stage.

### Conformance with Mountain Overlay Standards

Minimizing hillside disturbance (KMC 17.104.070.A.9, 10, and 14) – Under the current proposal, there is significant hillside disturbance that could be avoided by siting the development at a lower elevation. In addition, the development proposes a turf and terrace area between the residence and detached studio which will require disturbance on the hillside that is outside of the building’s construction. The redesign of the project included modifications to the driveway to reduce hillside disturbance. Although staff is very appreciative of the effort, the current design still has elements that should be considered further.

- Driveway – During the first round of comments, staff encouraged the applicant to re-evaluate the driveway layout, as the angled approach disturbed the hillside to a greater extent than a straight driveway approach would. Additionally, staff recommended reconsidering the motor court area, as it would require a significant amount of grading into the hillside. The applicant redesigned the driveway to a straight approach and removed the motor court area. Staff acknowledges that these modifications did reduce hillside disturbance; however, the driveway could use continued refinement to minimize its length. One significant factor influencing the length of the driveway is the development’s placement, which has a front yard setback of 38’-10 7/8” (15’ minimum required). As shown in Figure 3 below (Sheet A.3 of Attachment A), the development is manipulating the entire hillside below elevation line 5885 to accommodate the driveway, residence, studio, and terrace and turf area. By siting the residence at a lower elevation on the site, there is a significant amount of hillside disturbance that could be avoided.



- Terrace and Turf Area – The redesign continues to feature a terrace and turf area between the primary residence and detached studio. The location of this area staff finds to be problematic as it will require altering the hillside to accommodate a lawn area. Lawns are generally not a common feature of properties in the MOD because they require disturbance to a hillside that is outside of the building construction. Also, it is unclear from the project plans at this time what the height of the retaining wall will be to create this lawn area. To mitigate disturbance to the hillside outside of the building construction, the area between the residence and studio could be reduced, or alternatively, the studio could be attached to the residence.

#### **STAFF RECOMMENDATION**

As this is a pre-application meeting, there is no recommendation from staff and no action by the Planning and Zoning Commission. Staff requests the Commission provide feedback on the items mentioned above and any other items the Commission deems relevant.

#### **ATTACHMENTS:**

- A. Application and Project Plans
- B. Zoning and Dimensional Standards Analysis



City of Ketchum

# Attachment A: Application and Project Plans



**City of Ketchum  
Planning & Building**

**Pre-Application Design Review**

OFFICIAL USE ONLY	
File Number:	P24-010
Date Received:	2/12/24
By:	HLN
Pre-Application Fee	\$3300
Design Review Fee Paid:	
By:	

Submit completed application and documentation to [planningandzoning@ketchumidaho.org](mailto:planningandzoning@ketchumidaho.org). If you have questions, please contact the Planning and Building Department at (208) 726-7801. Design Review criteria, zoning regulations, and development standards are specified in Title 17 of Ketchum Municipal Code, which may be viewed by clicking the link [here](#). You will be contacted and invoiced once your application package is complete.

APPLICANT INFORMATION			
Project Name: Herbie's Launching Pad		Phone: 206-972-9972	
Owner: Martin and Leslie Kaplan		Mailing Address:	
Email: mhk@martinhenrykaplan.com		PO Box 482, Ketchum ID 83340	
Architect/Representative: Martin Kaplan		Phone: 206-972-9972	
Email: mhk@martinhenrykaplan.com		Mailing Address:	
Architect License Number: AR-984567		PO Box 482, Ketchum ID 83340	
Engineer of Record: TBD		Phone:	
Email:		Mailing Address:	
Engineer License Number:			
Primary Contact Name and Phone Number:			
PROJECT INFORMATION			
Legal Land Description: Ketchum FE NESE TL 7283 SEC 11 4N 17E		Street Address: 241 Hillside Drive	
Lot Area (Square Feet): 4.72 Acres	Zoning District: LR2	RPK #: RPK4N170110110	
Overlay District:	<input type="checkbox"/> Floodplain	<input checked="" type="checkbox"/> Avalanche	<input checked="" type="checkbox"/> Mountain <input type="checkbox"/> None
Type of Construction:	<input checked="" type="checkbox"/> New	<input type="checkbox"/> Addition	<input type="checkbox"/> Remodel <input type="checkbox"/> Other
Anticipated Use: Single Family Residence		Number of Residential Units: One	
GROSS FLOOR AREA			
	Proposed	Existing	
Basements		Sq. Ft.	Sq. Ft.
1 <sup>st</sup> Floor	Fin-495, Unfin-275, Gar-1441	Sq. Ft.	Sq. Ft.
2 <sup>nd</sup> Floor	Main House-1963, Studio-383	Sq. Ft.	Sq. Ft.
3 <sup>rd</sup> Floor	Main House-1121	Sq. Ft.	Sq. Ft.
Mezzanine		Sq. Ft.	Sq. Ft.
Total	5678 (incl unfin, garages)	Sq. Ft.	Sq. Ft.
FLOOR AREA RATIO			
Community Core:		Tourist:	General Residential-High:
BUILDING COVERAGE/OPEN SPACE			
Percent of Building Coverage: 1.8%			
DIMENSIONAL STANDARDS/PROPOSED SETBACKS			
Front: South-25.5'	Side: East - 30'	Side: West - 162.75'	Rear: North- 381.75'
Building Height: 35'			
OFF STREET PARKING			
Parking Spaces Provided:	Curb Cut:	Sq. Ft.	%

7 February 2024

Signature of Owner/Representative

Date



**City of Ketchum  
Planning & Building**

**Pre-Application Design Review**

OFFICIAL USE ONLY
File Number:
Date Received:
By:
Pre-Application Fee Paid:
Design Review Fee Paid:
By:

The Applicant agrees in the event of a dispute concerning the interpretation or enforcement of the Design Review Application in which the city of Ketchum is the prevailing party, to pay the reasonable attorney fees, including attorney fees on appeal and expenses of the city of Ketchum. I, the undersigned, certify that all information submitted with and upon this application form is true and accurate to the best of my knowledge and belief.

The Applicant agrees in the event of a dispute concerning the interpretation or enforcement of the Design Review Application in which the city of Ketchum is the prevailing party, to pay the reasonable attorney fees, including attorney fees on appeal and expenses of the city of Ketchum. I, the undersigned, certify that all information submitted with and upon this application form is true and accurate to the best of my knowledge and belief.

Signature of Owner/Representative

Date



MARTIN HENRY KAPLAN, ARCHITECT AIA

SUN VALLEY, IDAHO

251 Hillside Drive, Unit West Post Office Box 482 Ketchum, Idaho 83340 T: 206.682.8600

7 February 2024

Re: Pre-Application for Design Review Material Examples  
Project: Herbie's Launching Pad, a single-family house  
Address: 241 Hillside Drive, Ketchum ID 83340  
Architect: Martin Henry Kaplan, Architect AIA

**To Whom This May Concern:**

The proposal before you illustrate the design of our house based upon a simple architectural principle defined as a building with a base, a middle (body) and a top (or roof). We have chosen three related naturally colored materials in achieving this conclusion:

1. The base: Poured in place concrete. A-Face natural color. Similar to photos below.





2. The middle (body): Metal panel siding selected for environmental sustainability, maintenance concerns over time, and aesthetic continuity.



3. The top (roof): A metal standing seam roof selected for environmental sustainability, maintenance concerns over time, and aesthetic continuity. In addition, our fenestration selection is Weathershield Vue, due to it's exceptional value in meeting the environmental conditions, codes, and aesthetic considerations.



Thanks for your attention and consideration,

Handwritten signature of Martin Henry Kaplan.

Martin Henry Kaplan, Architect AIA

**HERBIE'S LAUNCHING PAD**  
 241 Hillside Drive, Ketchum ID 83340

NO.	DESCRIPTION	DATE
5	DR PRE-APP R1	03.28.24
4	DR PRE-APP	02.07.24
3	PRE-CON STUDY C	01.24.24
2	PRE-CON STUDY B	12.03.23
1	PRE-CON STUDY A	11.18.23

DRAWN BY: MHK  
 SCALE: 1/8"=1'-0"

**A.1**

**NOTES**

- GENERAL RESTRICTIONS & TITLE INFORMATION:**
1. THE PURPOSE OF THIS MAP IS TO SHOW TOPOGRAPHICAL/SITE INFORMATION AS IT EXISTED ON THE DATE THE FIELD SURVEY WAS PERFORMED. CHANGES MAY HAVE OCCURRED TO SITE CONDITIONS SINCE SURVEY DATE.
  2. THIS MAP WAS PREPARED FOR THE EXPRESS USE OF THE CLIENT AND IS NOT TRANSFERABLE TO OTHERS WITHOUT WRITTEN CONSENT.
  3. PROPERTY BOUNDARY AND EASEMENTS SHOWN HEREON ARE PER: FILE NUMBER 18312891 DATED: 6/17/16. RECEIVED BY BENCHMARK ON 9/17/18.
  4. ELECTRONIC DATA: BENCHMARK ASSOCIATES ACCEPTS NO RESPONSIBILITY OR LIABILITY FOR THE REUSE, DISTRIBUTION OR ACCURACY OF DATA CONTAINED ON ELECTRONIC COPIES OF THIS DRAWING. THE STAMPED HARD COPY OF THIS DRAWING IS THE FINAL PRODUCT.
  5. THIS DRAWING IS VOID AFTER 2 YEARS AND NO FURTHER COPIES OR DIGITAL FILES WILL BE TRANSMITTED.
- EASEMENTS, ENCUMBRANCES AND RESTRICTIONS:**
6. BUILDING AREA/ BUILDING ENVELOPE IF SHOWN, IS PER PLAT, SETBACK AND FOOTPRINT REQUIREMENTS PER CURRENT CITY/COUNTY ORDINANCES MAY VARY FROM PLAT. IT IS RECOMMENDED THAT SAID ORDINANCES BE REVIEWED PRIOR TO DESIGN.
  7. GENERAL RESTRICTIONS: EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS MAP, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY APPLICABLE TO THE SUBJECT OF REAL ESTATE: EASEMENTS, OTHER THAN THOSE SHOWN OR LISTED HEREON, BUILDING SETBACK LINES, RESTRICTIVE COVENANTS, SUBDIVISION RESTRICTIONS, ZONING, WETLANDS OR ANY OTHER LAND-USE REGULATIONS.
  8. WETLANDS AND RIPARIAN: CERTAIN AREAS WITHIN THIS MAP MAY CONTAIN RIPARIAN, RIVERINE OR WETLANDS CONDITIONS. SAID AREAS AND THE LOCATION OF ORDINARY HIGH WATER (OHW), IF SHOWN HEREON, ARE SUBJECT TO INTERPRETATION. IT IS RECOMMENDED THAT THE LANDOWNER OR CLIENT RETAIN THE SERVICES OF AN ENVIRONMENTAL SPECIALIST IN ORDER TO ASCERTAIN IF SAID CONDITIONS EXIST, AND TO FURTHER IDENTIFY SAID AREAS IF THEY DO EXIST. PERMITS MAY BE REQUIRED FROM LOCAL, STATE OR FEDERAL AGENCIES PRIOR TO CONSTRUCTION, EXCAVATION OR FILL ACTIVITIES.
  9. STORM WATER PLAN: IF SOIL DISTURBANCE, CLEARING, GRADING AND/OR EXCAVATION OF ONE (1) ACRE OR MORE IS TO TAKE PLACE A FEDERAL GENERAL CONSTRUCTION PERMIT, INCLUDING A STORM WATER POLLUTION PREVENTION PLAN (SWPPP), MUST BE PREPARED AND SUBMITTED TO AND APPROVED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY PRIOR TO ANY SITE DISTURBANCE.
  10. THIS PROPERTY LIES WITHIN THE MOUNTAIN OVERLAY DISTRICT AND THE AVALANCHE OVERLAY DISTRICT PER THE CITY OF KETCHUM GIS MAP. THE AVALANCHE OVERLAY LINE DESIGNATED ON THIS MAP IS CONSIDERED REASONABLE FOR REGULATORY PURPOSES. HOWEVER, BENCHMARK ASSOCIATES DOES NOT REPRESENT, GUARANTEE, WARRANT NOR IMPLY THAT AREAS OUTSIDE OF THE DESIGNATED AVALANCHE AREA ARE SAFE AND FREE FROM AVALANCHE DANGER. SEE CITY OF KETCHUM GIS FOR AVALANCHE STUDIES IN THIS AREA.
- SURVEY AND SITE FEATURES:**
11. BASIS OF BEARINGS IS IDAHO STATE PLANE COORDINATE SYSTEM, NAD83, CENTRAL ZONE AS DERIVED BY GPS OBSERVATIONS. BOUNDARY LINES AND CERTAIN EASEMENTS SHOWN HEREON ARE PER PLAT. REFER TO PLAT & COA'S FOR CONDITIONS AND/OR RESTRICTIONS REGARDING THIS PROPERTY. ALL DISTANCES SHOWN ARE GROUND DISTANCES IN U.S. SURVEY FEET.
  12. ELEVATIONS BASED ON NAVD83 (GEOID03) DATUM.
  13. UTILITIES AND DRAIN PIPES IF SHOWN HEREON ARE PER SURFACE EVIDENCE ONLY. OTHER UNDERGROUND UTILITIES MAY EXIST. LOCATION OF UNDERGROUND UTILITIES AND SERVICES SHOULD BE CONFIRMED PRIOR TO EXCAVATION OR DESIGN.
  14. BUILDING WALLS IF SHOWN HEREON ARE OUTSIDE FACE OF BUILDING UNLESS OTHERWISE NOTED.
  15. SPRINKLER HEADS AND IRRIGATION LINES ARE NOT SHOWN HEREON.
  16. TREE LOCATIONS AND DRIP LINES IF SHOWN HEREON ARE APPROXIMATE.
  17. ORTHOPHOTOGRAPHY: PHOTO RECTIFIED AT GROUND LEVEL ONLY. IMAGES OF OBJECTS ABOVE GROUND LEVEL (TREES, BUILDINGS, POWER POLES, ETC.) MAY BE DISPLACED. DATE OF PHOTOGRAPHY: JUNE 2017.
  18. CONTOUR INTERVAL: 1' - CONTOURS IN AREAS OF DENSE VEGETATION MAY DEVIATE FROM TRUE ELEVATION BY ONE HALF THE HEIGHT OF THE VEGETATION. DATE OF LIDAR FLIGHT FOR CONTOURS: 2016.
  19. MAP SCALE: DUE TO ELECTRONIC MAP DELIVERY AND ALTERNATE PRINTING METHODS, PLEASE USE BAR SCALE TO DETERMINE ACTUAL PRINTED SCALE.
  20. FEATURES OBSCURED BY DEBRIS, SNOW OR VEHICLES AT THE TIME OF SURVEY, DO NOT APPEAR ON THIS MAP.

PREPARED BY:  
 BENCHMARK ASSOCIATES, P.A.  
 P.O. BOX 733 - 100 BELL DRIVE, KETCHUM, IDAHO, 83340  
 PHONE (208)726-9512, FAX (208)726-9514  
 WEB: <http://benchmark-associates.com/>  
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**DRAWING INDEX**

1. BENCHMARK SURVEY WITH HOUSE
2. GENERAL ZONING PLAN
3. GENERAL GRADING PLAN
4. LEVEL ONE AND LEVEL TWO PLANS
5. LEVEL THREE AND ROOF PLANS
6. BUILDING SECTION
7. ELEVATIONS
- 8.
9. SW BIRDSEYE VIEW PERSPECTIVE
10. SW STREET VIEW PERSPECTIVE

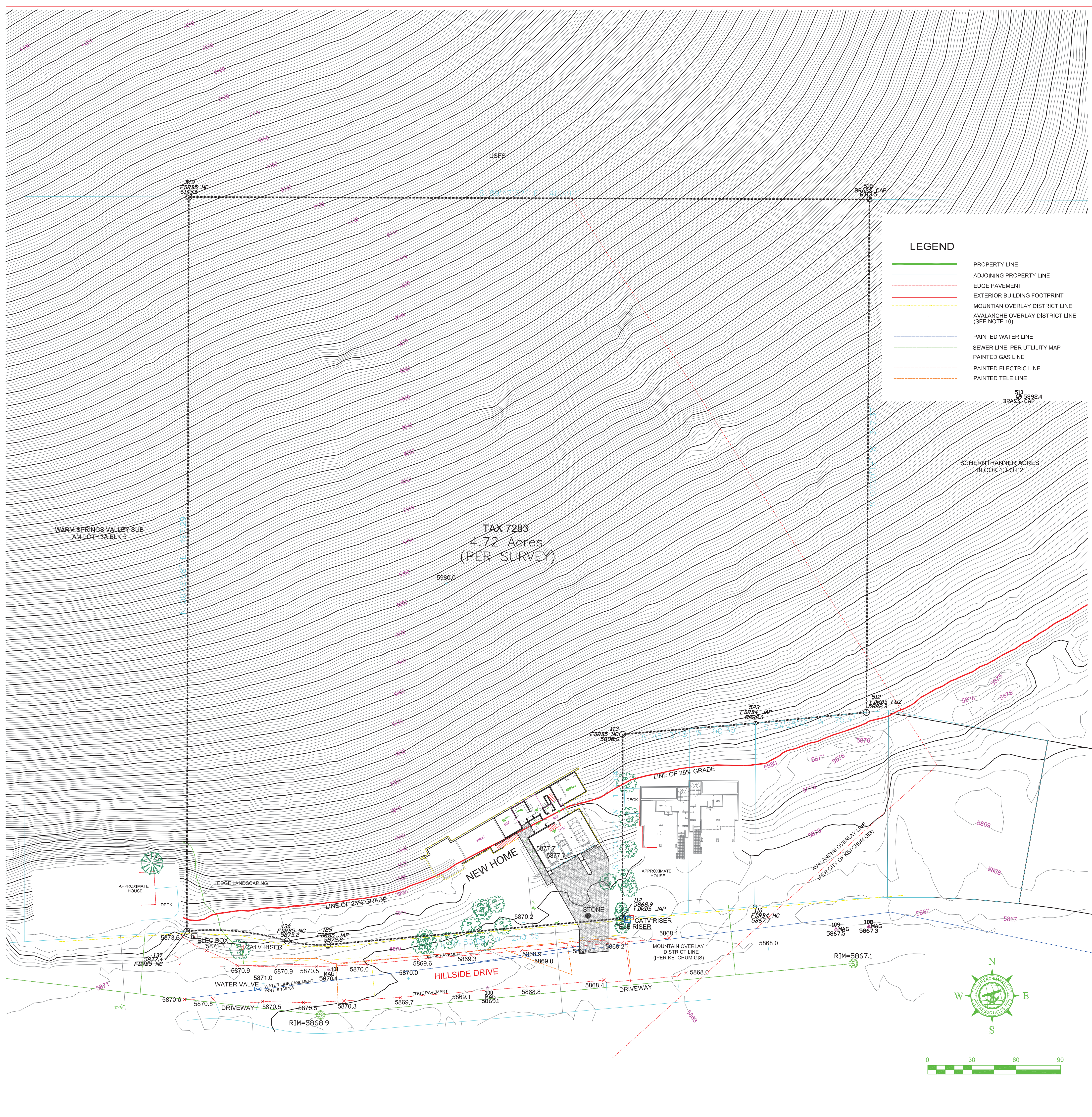
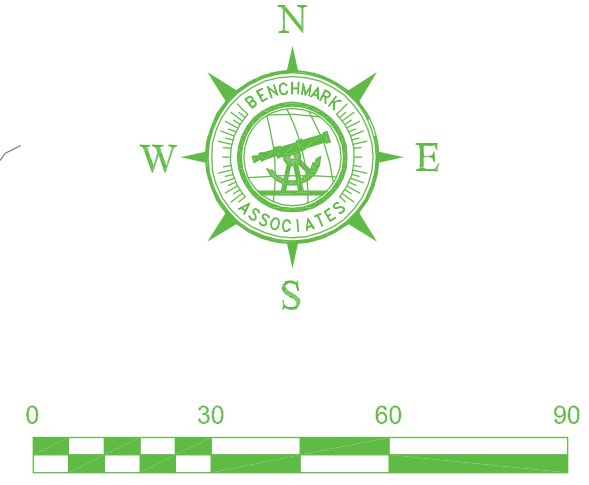
**TAX LOT 7283  
 241 HILLSIDE DRIVE**

LOCATED WITHIN  
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 CITY OF KETCHUM, BLAINE COUNTY, IDAHO

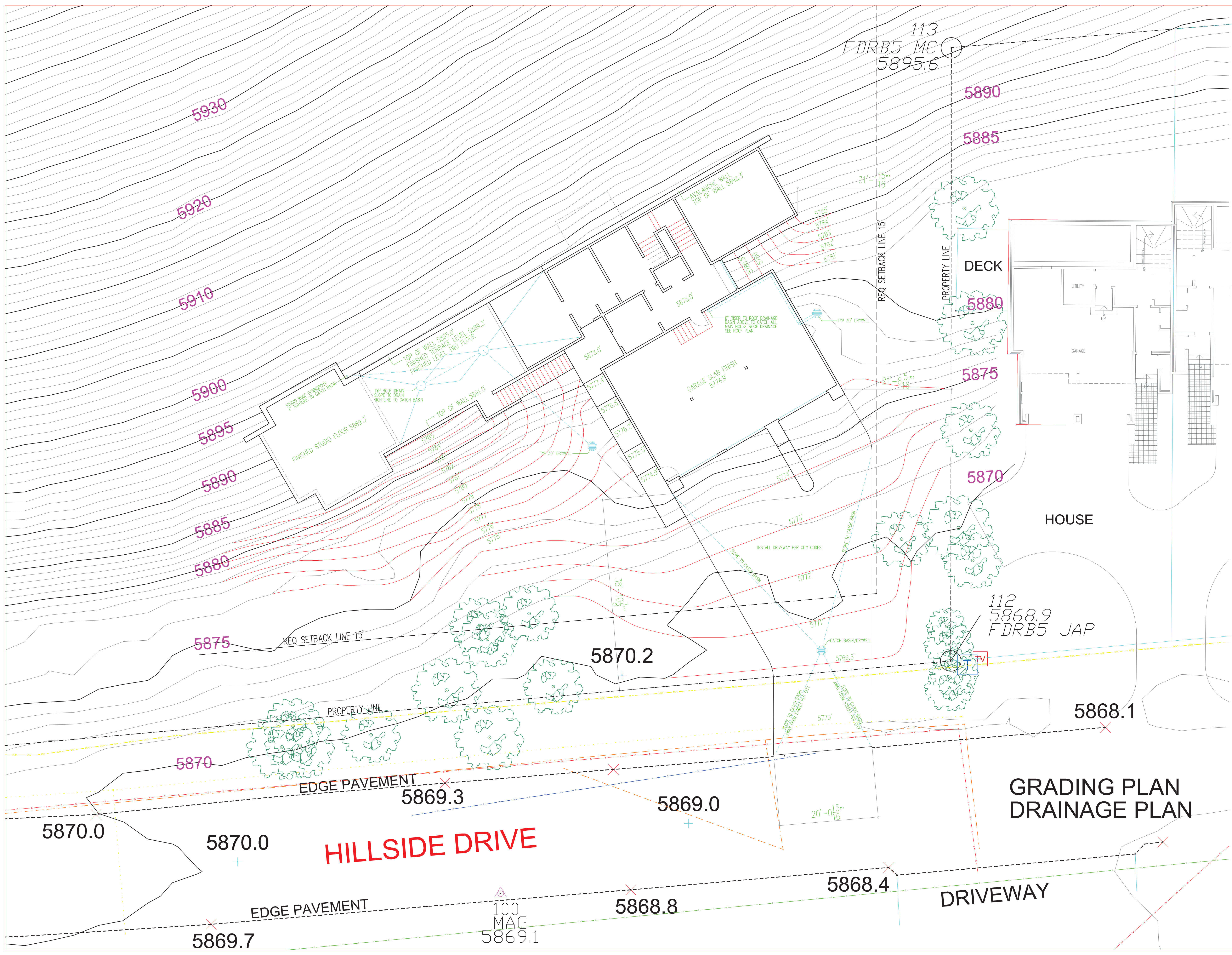
PREPARED FOR: MARTY KAPLAN  
 PROJECT NO. 18188 DWG BY: DWS CRD: 18188.CRD 18188 TOPO.DWG  
 A TOPOGRAPHIC MAP DATE OF SURVEY: 10/19/2018 SHEET: 1 OF 1

**LEGEND**

	PROPERTY LINE
	ADJOINING PROPERTY LINE
	EDGE PAVEMENT
	EXTERIOR BUILDING FOOTPRINT
	MOUNTAIN OVERLAY DISTRICT LINE
	AVALANCHE OVERLAY DISTRICT LINE (SEE NOTE 10)
	PAINTED WATER LINE
	SEWER LINE PER UTILITY MAP
	PAINTED GAS LINE
	PAINTED ELECTRIC LINE
	PAINTED TELE LINE







113  
FDRB5 MC  
5895.6

5890

5885

5880

5875

5870

HOUSE

112  
5868.9  
FDRB5 JAP

5868.1

5870.2

5869.3

5869.0

5870.0

5870.0

**HILLSIDE DRIVE**

5869.7

100  
MAG  
5869.1

5868.8

5868.4

DRIVEWAY

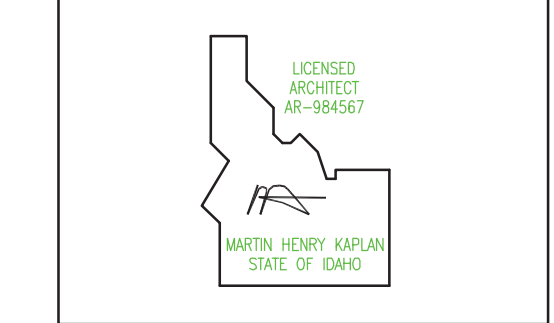
**GRADING PLAN  
DRAINAGE PLAN**

MARTIN HENRY KAPLAN  
**M·H·K**  
ARCHITECTURE  
THE M·H·K ARCHITECTS  
A I A

251 HILLSIDE DR. P.O. BOX 482, KETCHUM ID. 83340  
TEL. 206.682.8600 CELL. 206.972.9972

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BY: MARTIN HENRY KAPLAN ARCHITECTS AIA

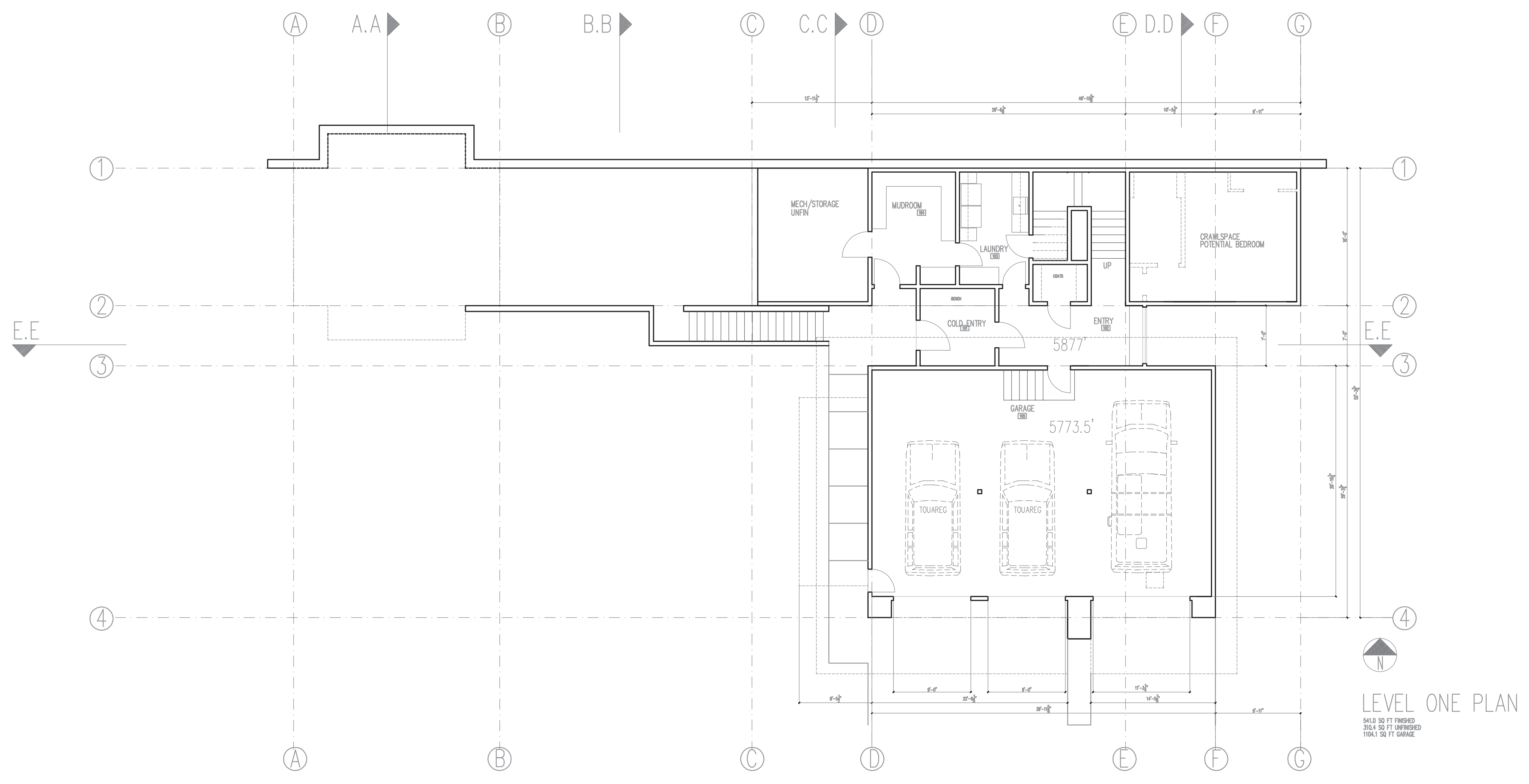
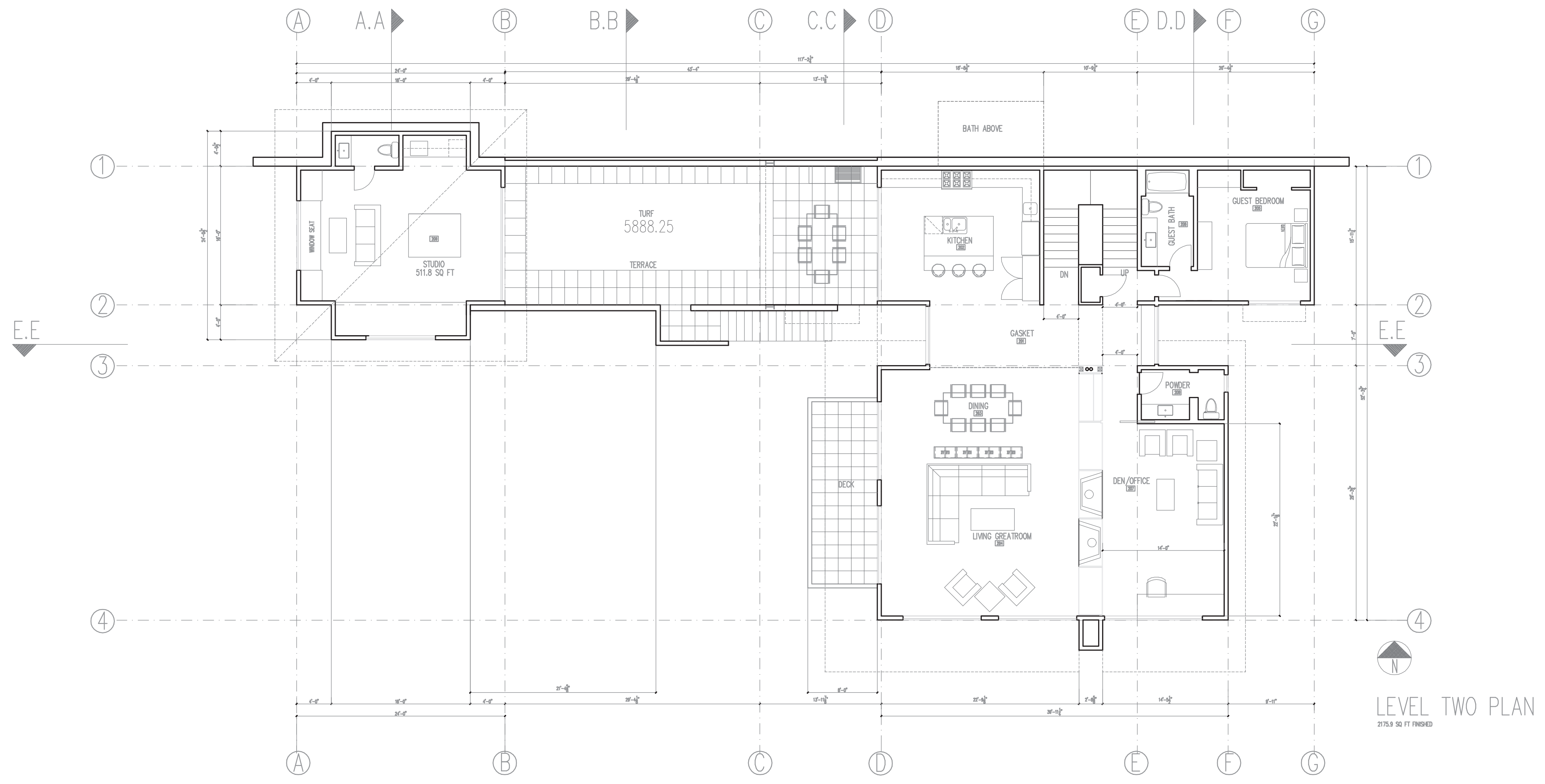


**HERBIE'S LAUNCHING PAD**  
244 Hillside Drive, Ketchum ID 83340

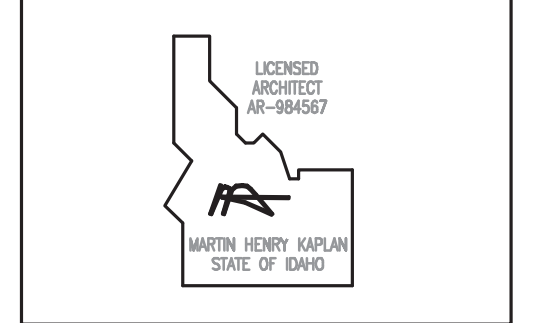
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1	PRE-CON STUDY A	11.18.23

DRAWN BY: MHK  
SCALE: 1/8"=1'-0"

**A.3**



3833.7 SQ. FT FINISHED  
5252.2 GROSS SQ. FT

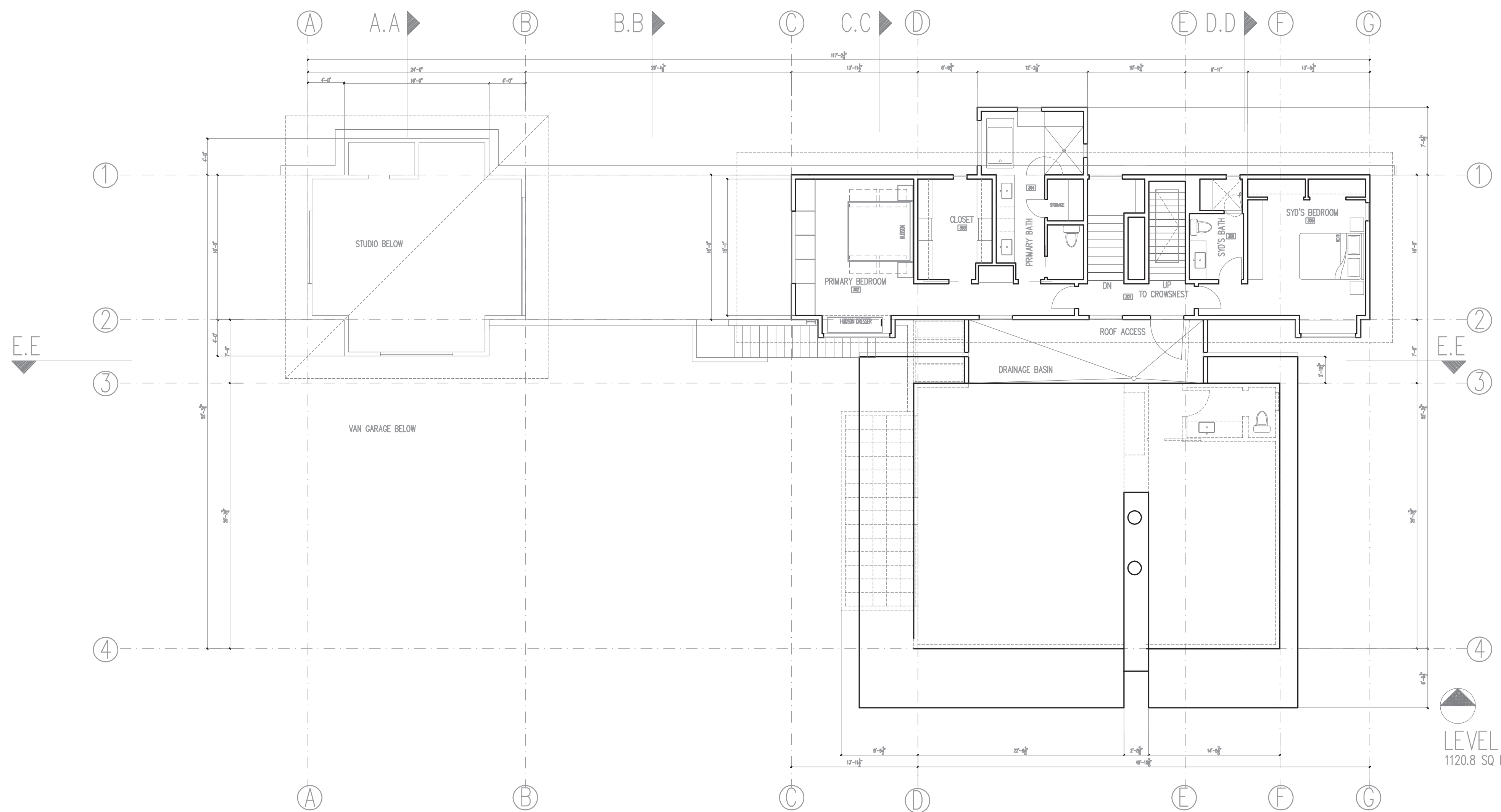
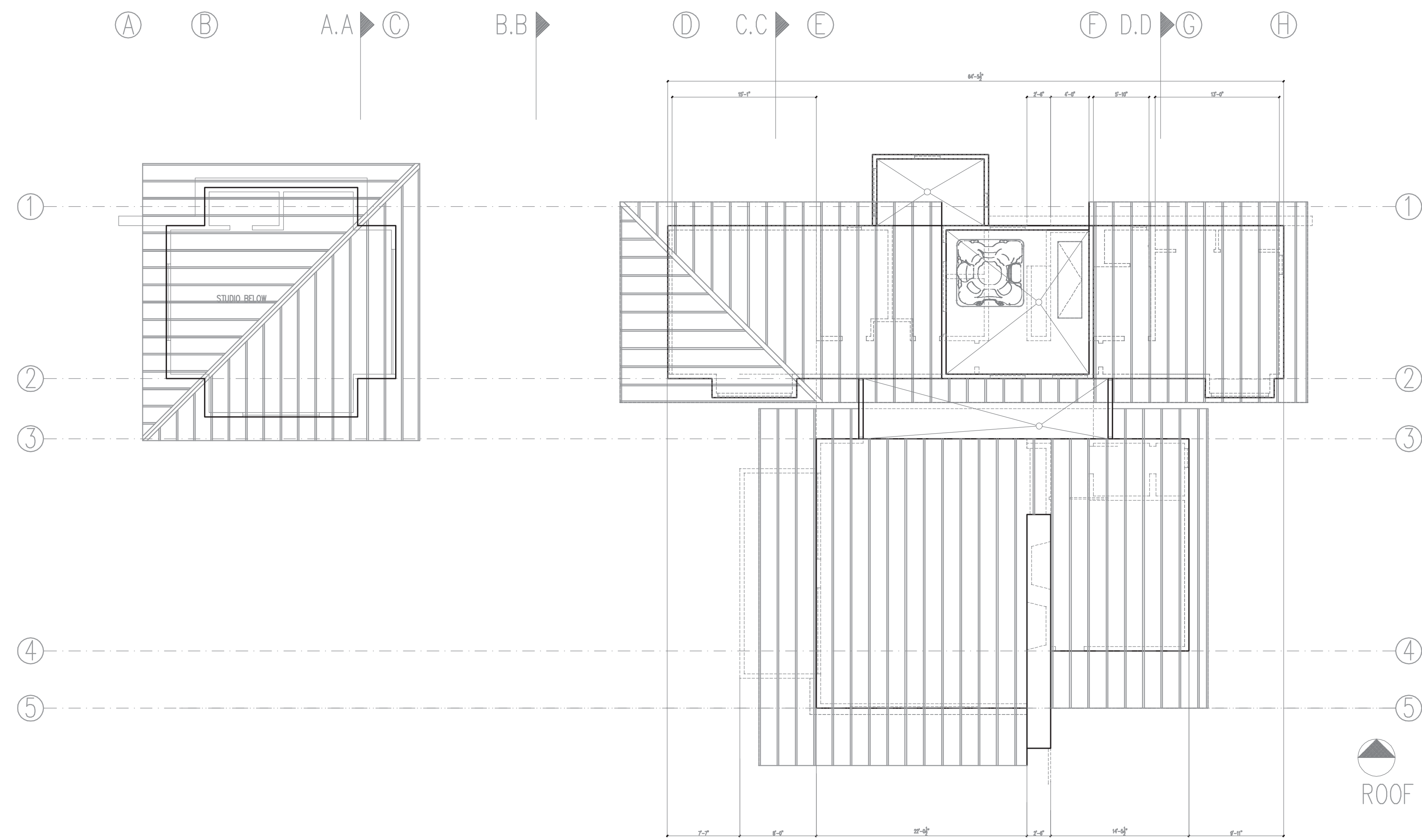


**HERBIE'S LAUNCHING PAD**  
241 Hillside Drive, Ketchum ID 83340

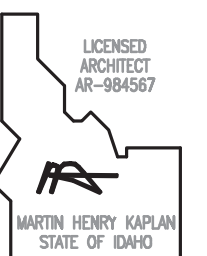
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1	PRE-CON STUDY A	11.18.23

DRAWN BY: MHK  
SCALE: 1/8" = 1'-0"

**A.4**



3833.7 SQ FT FINISHED  
5252.2 GROSS SQ FT



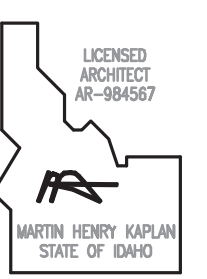
HERBIE'S LAUNCHING PAD  
241 Hillside Drive, Ketchum ID 83340

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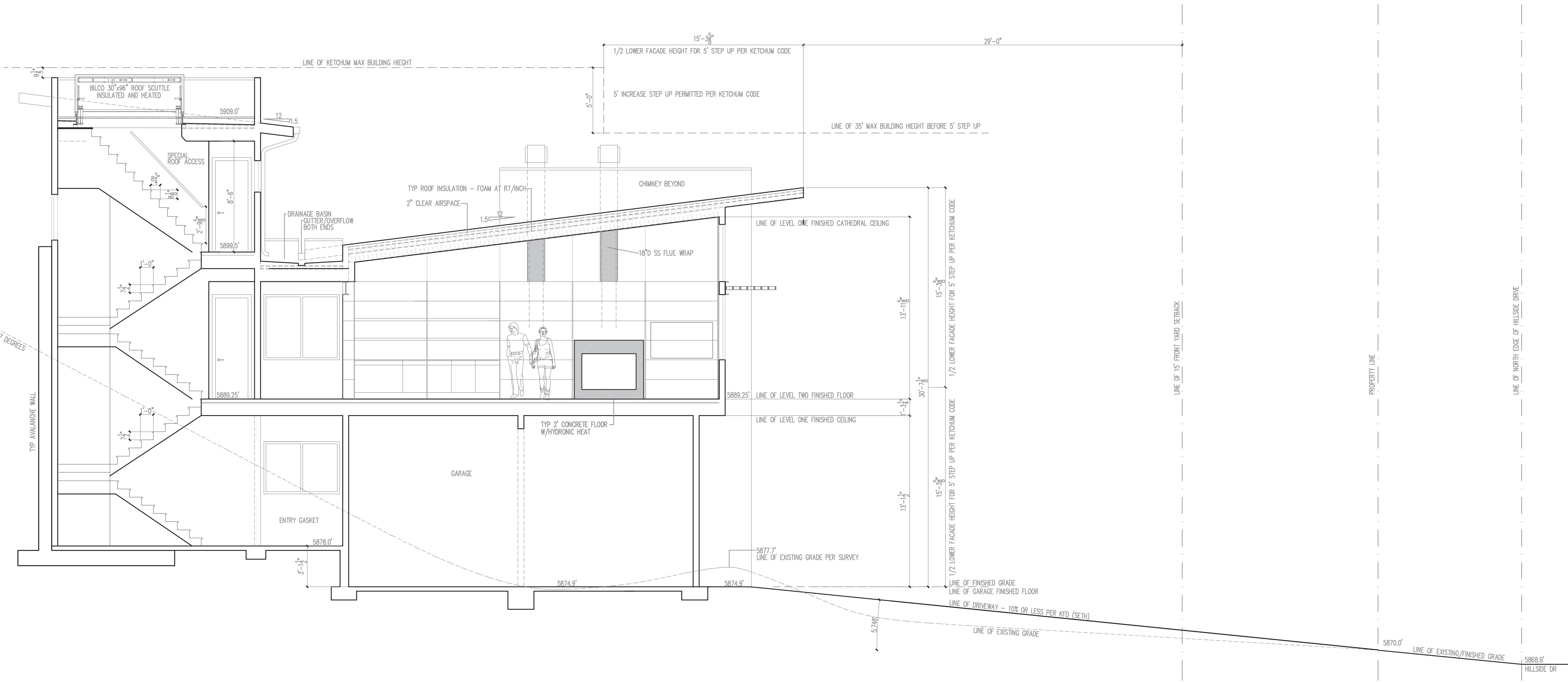
ISSUES

DRAWN BY: MHK  
SCALE: 1/8" = 1'-0"

A.5



**HERBIE'S LAUNCHING PAD**  
 241 Hillside Drive, Ketchum ID 83340

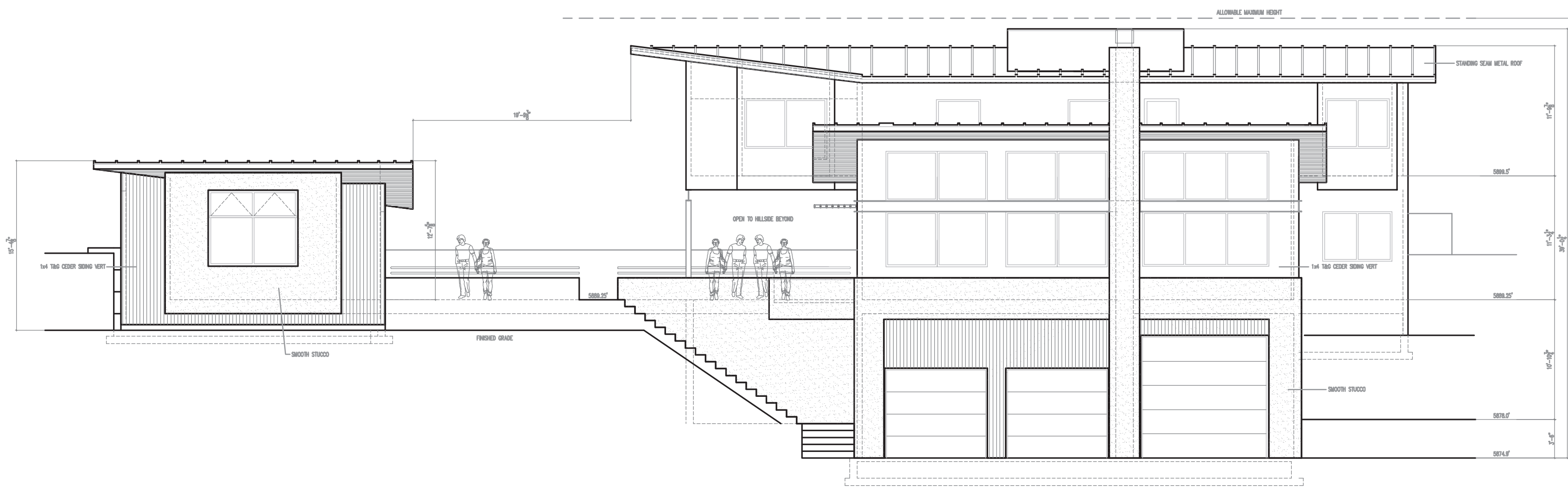
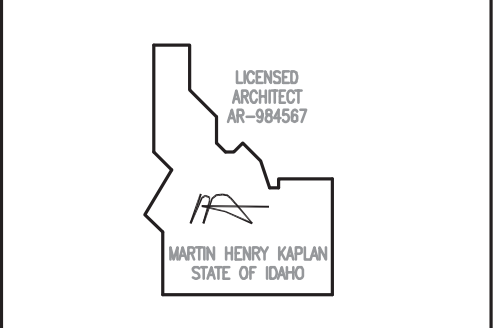


NO	DESCRIPTION	DATE
5	DR PRE-APP R1	03.28.24
4	DR PRE-APP	02.07.24
3	PRE-CON STUDY C	01.24.24
2	PRE-CON STUDY B	12.03.23
1	PRE-CON STUDY A	11.18.23

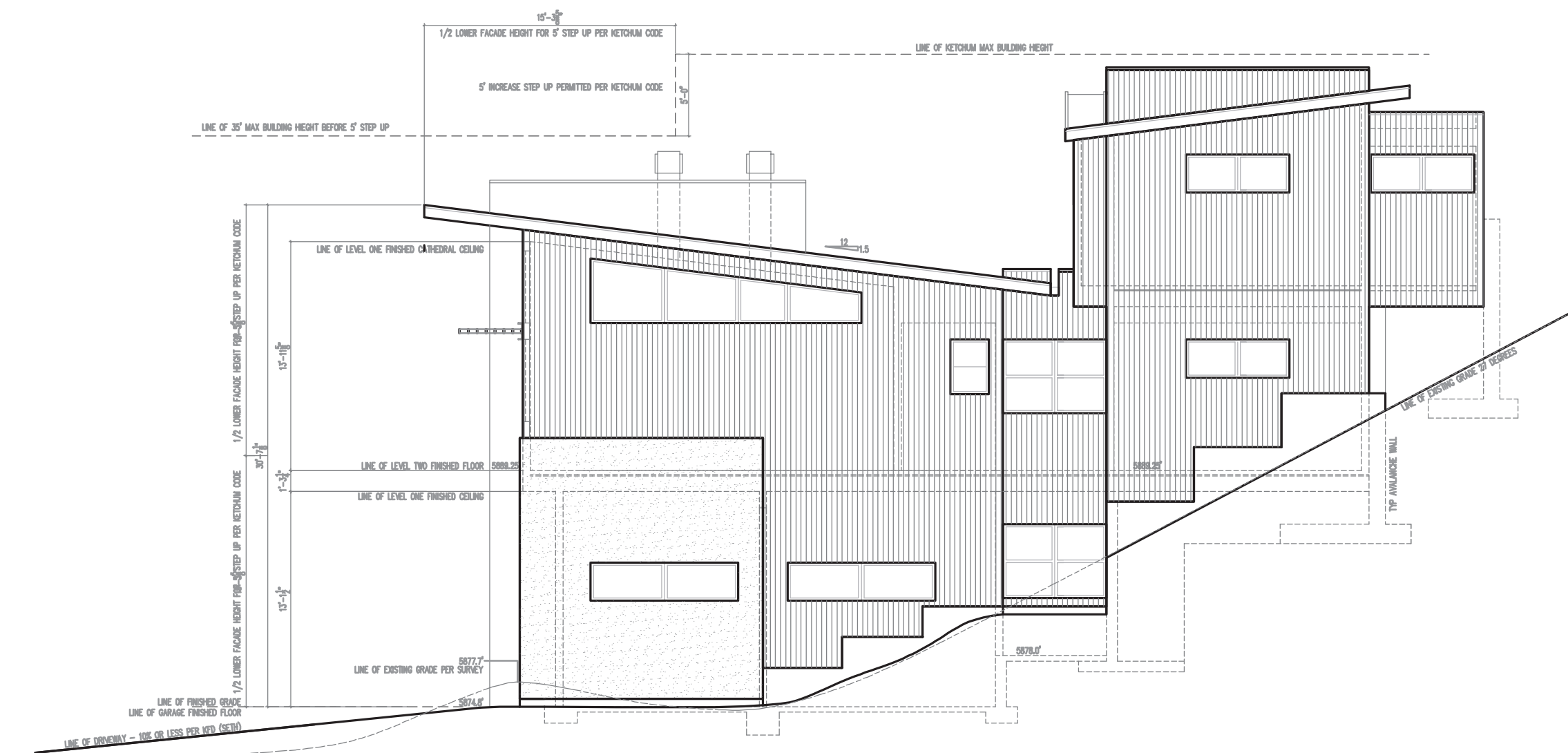
ISSUES

DRAWN BY: MHK  
 SCALE: 1/4" = 1'-0"

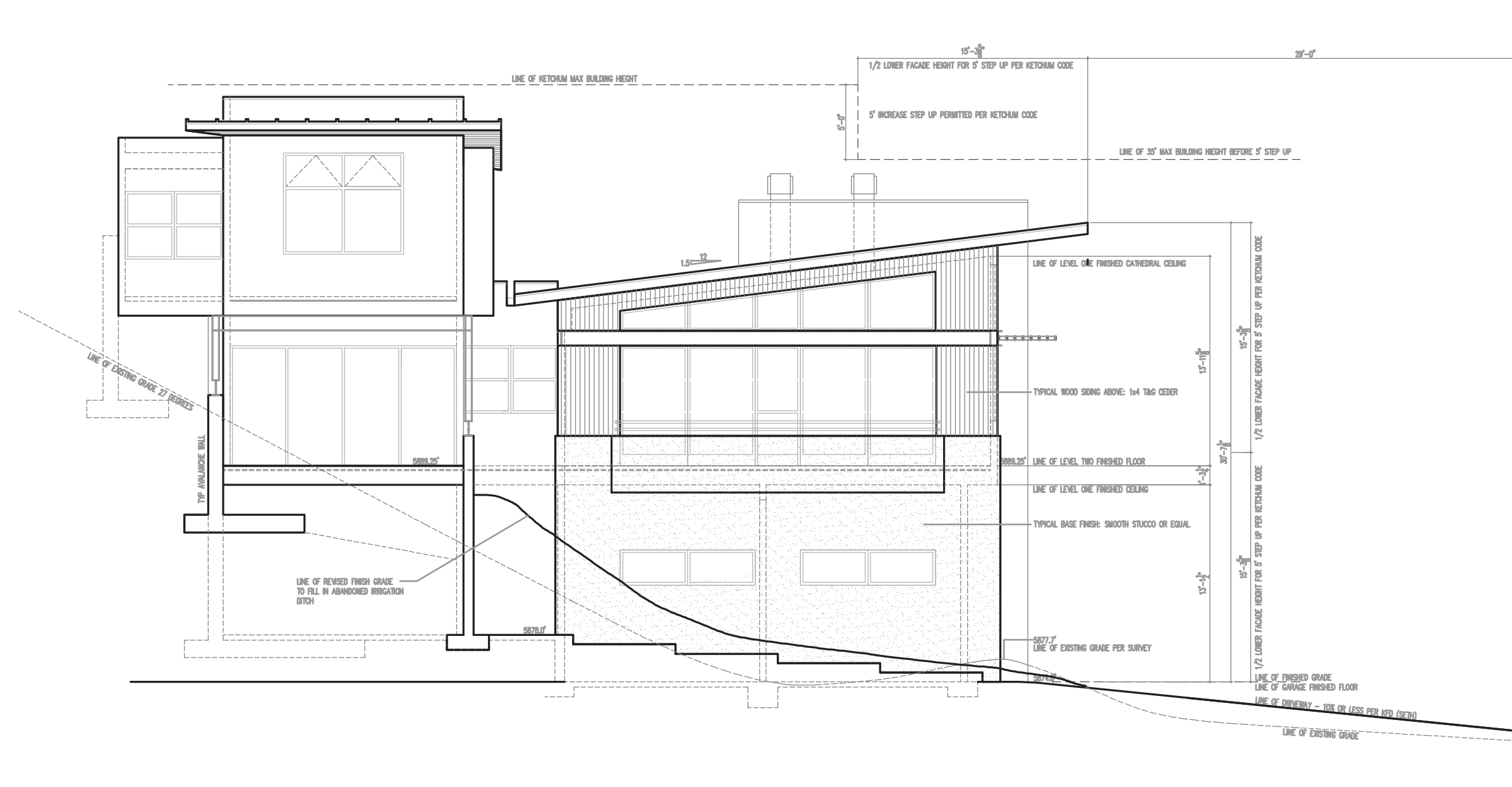
**A.6**



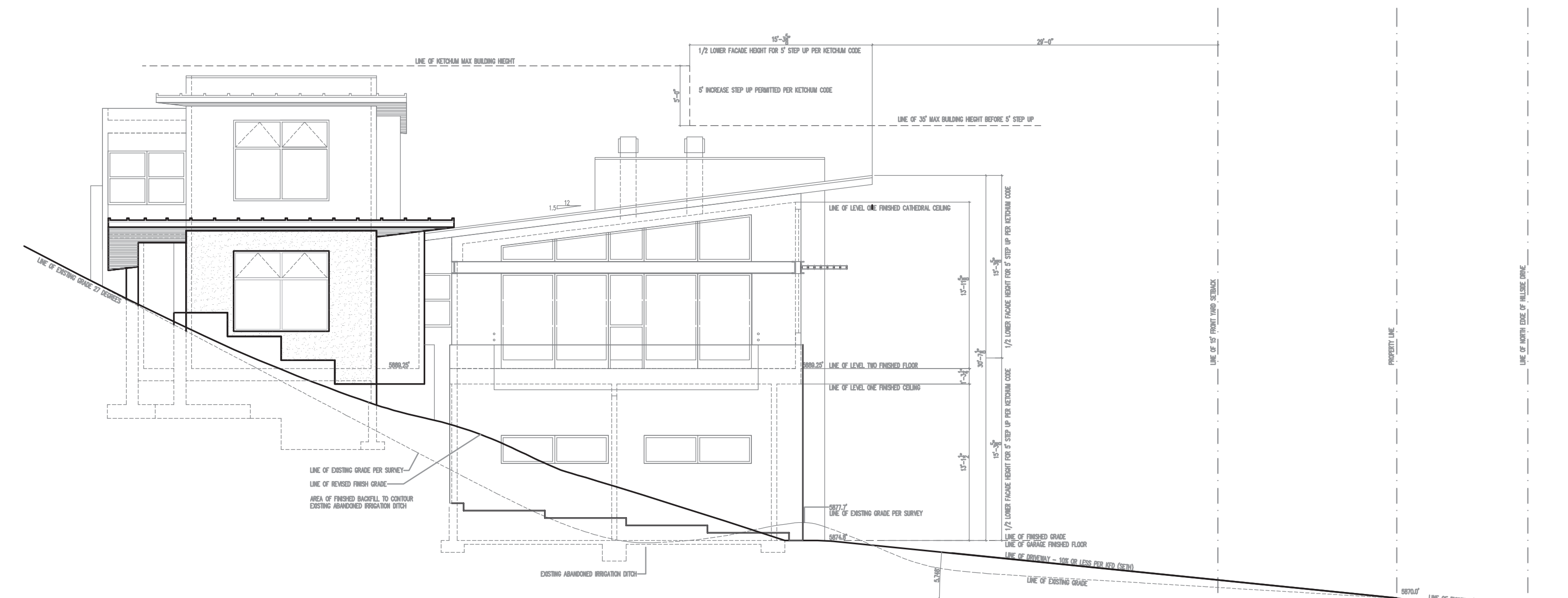
SOUTH ELEVATION



EAST ELEVATION



SECTION B.B



WEST ELEVATION

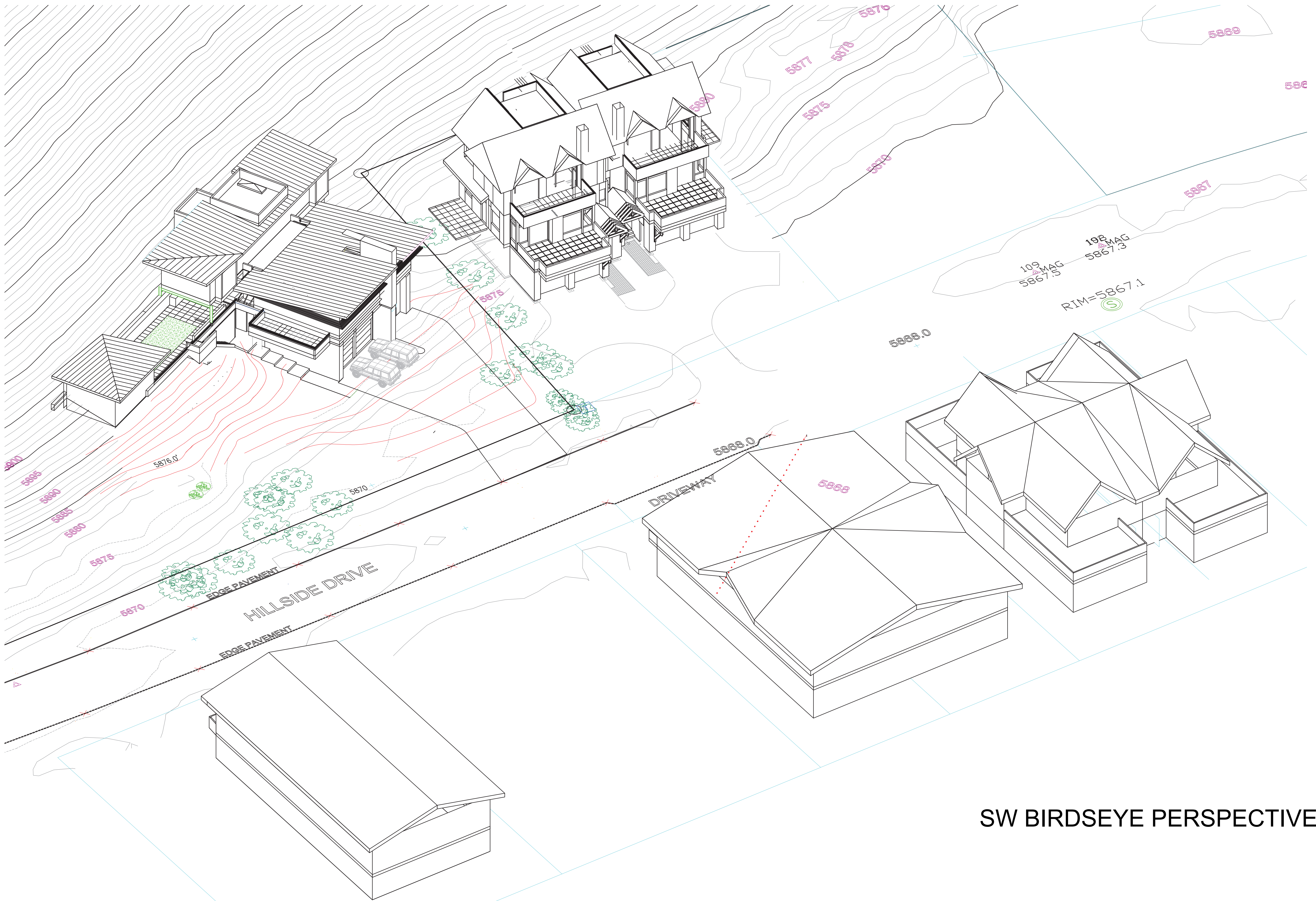
**HERBIE'S LAUNCHING PAD**  
 241 Hillside Drive, Ketchum ID 83340

NO.	DESCRIPTION	DATE
5	DR PRE-APP R1	03.28.24
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ISSUES		

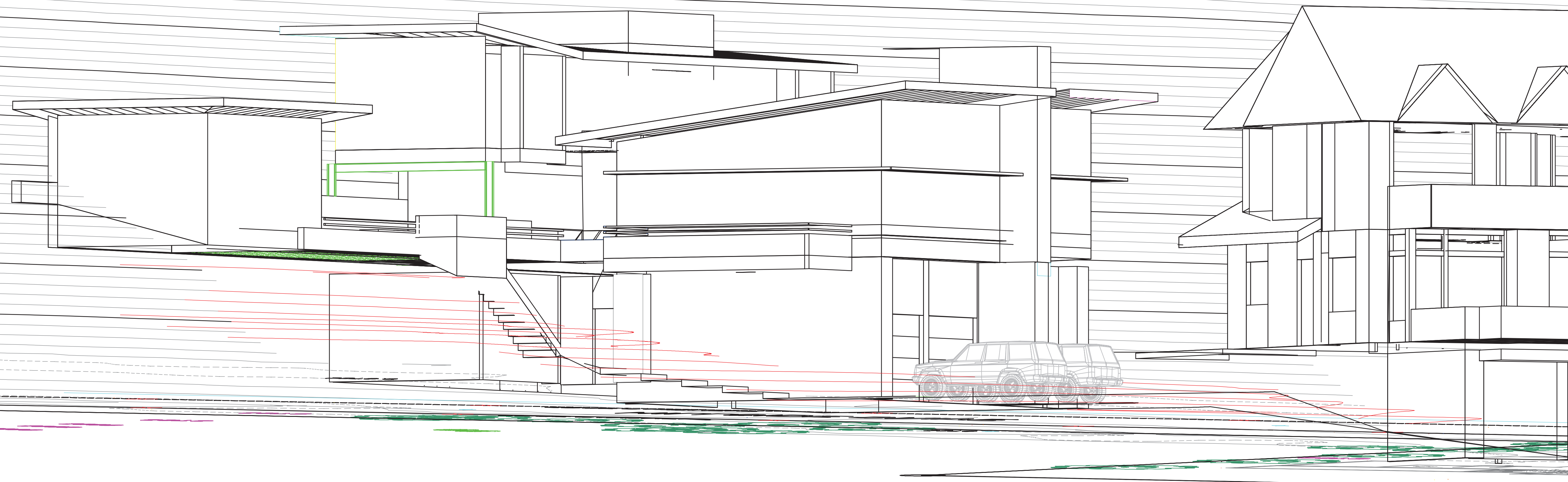
DRAWN BY: MHK  
 SCALE: 1/8" = 1'-0"

**A.7**





SW BIRDSEYE PERSPECTIVE



Southwest Perspective from Hillside Dr



South Perspective from Hillside Dr



City of Ketchum

# Attachment B: Zoning and Dimensional Standards Analysis



241 Hillside Drive  
COMPLIANCE WITH ZONING REGULATIONS

Compliance with Zoning and Dimensional Standards				
Compliant			Standards and Findings	
Yes	No	N/A	Ketchum Municipal Code	City Standards and Findings
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.12.030	<b>Minimum Lot Area</b>
			<b>Finding</b>	<b>Required:</b> 9,000 square feet <b>Existing:</b> 205,603 square feet (4.72 acres)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.12.030	<b>Building Coverage</b>
			<b>Finding</b>	<b>Permitted:</b> 35% <b>Proposed:</b> 1.7%% (3,554 square feet / 205,603 square feet lot area)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.12.030	<b>Minimum Building Setbacks</b>
			<b>Finding</b>	<b>Minimum Required Setbacks:</b> Front: 15' Side: > of 1' for every 2' in building height, or 10' (19'-6" required) Rear: 20'  <b>Proposed:</b> Front (Hillside Drive/south): 38'-10 7/8" Side (east): 21'-8 5/6" Side (west): 154'-3 1/2" Rear (north): 380'-10 1/16"
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.12.030	<b>Building Height</b>
			<b>Finding</b>	<b>Maximum Permitted:</b> 35' (properties which step up or down hillsides may extend 5 feet above the maximum height permitted in the zoning district) <b>Proposed:</b> 39'-0 1/4"
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.125.030.H	<b>Curb Cut</b>
			<b>Finding</b>	<b>Permitted:</b> A total of 35% of the linear footage of any street frontage can be devoted to access off street parking. <b>Proposed:</b> 5.5% (20-foot-wide driveway/366.07 feet of property frontage along Hillside Drive). The curb cut calculation included both of the front lot lines of the property.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.125.020.A. 2 & 17.125.050	<b>Parking Spaces</b>
			<b>Finding</b>	Off-street parking standards of this chapter apply to any new development and to any new established uses. <b>Required:</b>



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				<p>Residential (one family dwelling), in all applicable zoning districts require two parking spaces.</p> <p><b>Proposed:</b> The project proposes three parking spaces within the enclosed garage.</p>
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