



## AGENDA

### PUBLIC PARTICIPATION INFORMATION

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**We welcome you to watch Commission Meetings via live stream.**

You will find this option on our website at [www.ketchumidaho.org/meetings](http://www.ketchumidaho.org/meetings).

**If you would like to comment on a public hearing agenda item, please select the best option for your participation:**

1. Join us via Zoom (*please mute your device until called upon*).  
**Join the Webinar:** <https://ketchumidaho-org.zoom.us/j/85134073233>  
Webinar ID: 851 3407 3233
2. Address the Commission in person at City Hall.
3. Submit your comments in writing at [participate@ketchumidaho.org](mailto:participate@ketchumidaho.org) (*by noon the day of the meeting*).

*This agenda is subject to revisions. All revisions will be underlined.*

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### CALL TO ORDER:

### ROLL CALL:

### COMMUNICATIONS FROM COMMISSIONERS:

1. Public comment submitted at [participate@ketchumidaho.org](mailto:participate@ketchumidaho.org)

### CONSENT AGENDA:

*Note re: 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.*

2. 2ACTION ITEM: Approve minutes of May 10, 2022.
3. ACTION ITEM: Recommendation to approve Findings of Fact, Conclusions of Law, and Decision for the 1st and 4th Condominium Preliminary Plat application File No. P22-016A.

### PUBLIC HEARING:

4. ACTION ITEM: Recommendation to consider Conditional Use Permit for a live-work use and Design Review Permit for an addition at 940 North Leadville.

- [5.](#) ACTION ITEM: Recommendation to consider concurrent Design Review and Condominium Subdivision Preliminary Plat applications for the proposed 1st & Sun Valley Office Building located at 131 E Sun Valley Road in the Mixed-Use Subdistrict of the Community Core.
- [6.](#) ACTION ITEM: Recommendation to consider proposed modifications to the project plans approved for the Mountain Land Design Showroom & Residences project currently under construction at 111 N Washington Avenue as well as a Condominium Subdivision Preliminary Plat application to subdivide the mixed-use building into 4 condominium units.

**COMMUNICATIONS FROM STAFF:**

**ADJOURNMENT:**

## Tara Fenwick

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**From:** Tara Fenwick  
**Sent:** Monday, May 23, 2022 8:25 AM  
**To:** Suzanne Frick  
**Cc:** Morgan Landers; Abby Rivin; Adam Crutcher  
**Subject:** FW: conditional use permit for Amy Martin

FYI.

### TARA FENWICK | CITY OF KETCHUM

City Clerk & Business Administration Manager  
P.O. Box 2315 | 191 5<sup>th</sup> Street W. | Ketchum, ID 83340  
o: 208.727.5073  
[tfenwick@ketchumidaho.org](mailto:tfenwick@ketchumidaho.org) | [www.ketchumidaho.org](http://www.ketchumidaho.org)

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**From:** Participate <[participate@ketchumidaho.org](mailto:participate@ketchumidaho.org)>  
**Sent:** Sunday, May 22, 2022 5:13 PM  
**To:** Morgan Landers <[MLanders@ketchumidaho.org](mailto:MLanders@ketchumidaho.org)>; Tara Fenwick <[tfenwick@ketchumidaho.org](mailto:tfenwick@ketchumidaho.org)>  
**Subject:** Fwd: conditional use permit for Amy Martin

Tara, will you please provide this to P&Z Tues at 1:00. Thanks

Begin forwarded message:

**From:** Trish <[trisholiver2003@yahoo.com](mailto:trisholiver2003@yahoo.com)>  
**Date:** May 20, 2022 at 7:35:19 PM MDT  
**To:** Participate <[participate@ketchumidaho.org](mailto:participate@ketchumidaho.org)>  
**Subject:** conditional use permit for Amy Martin

I now withdraw my comments to oppose the conditional use permit. I misunderstood that a dog kennel would be constructed when in fact it already exists and the permit is for living and office quarters not new dog runs. The existing kennel is so quiet I wasn't even aware it was there. My apologies.

Trish Oliver



Planning and Zoning Commission Meeting Minutes

Tuesday, May 10, 2022, at 4:30 PM  
191 5<sup>th</sup> Street West, Ketchum, ID 83340

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**CALL TO ORDER** (*video 00:08:35*)

The meeting was called to order at 4:37 p.m. by Vice-Chairman, Mattie Mead.

**ROLL CALL**

**PRESENT**

Chairman, Neil Morrow (absent)  
Vice-Chairman, Mattie Mead  
Commissioner, Brenda Moczygemba (absent)  
Commissioner, Spencer Cordovano  
Commissioner, Tim Carter

**STAFF**

Director, Planning and Building - Suzanne Frick  
Senior Planner – Morgan Landers  
Senior Planner – Abby Rivin  
Associate Planner – Adam Crutcher  
City Clerk - Tara Fenwick

**COMMUNICATION FROM COMMISSIONERS:**

None.

**CONSENT CALENDAR — ACTION ITEMS:** (*video 00:09:34*)

**Motion to approve the Consent Agenda. Motion made by Commissioner, Spencer Cordovano, Seconded by Commissioner, Tim Carter. Voting Yea: Mead, Cordovano, Carter.**

**PUBLIC HEARING:**

1. ACTION ITEM: Recommendation to approve the Gem Street Replat Subdivision Preliminary Plat (P21-101) located at 131 Topaz Street.

Associate Planner, Adam Crutcher provided the Commission a short presentation.

Commissioners asked questions and received answers from staff and representatives of the applicant.

Vice-Chairman, Mattie Mead, allowed public comment.

**Public Comment:**

None.

Vice-Chairman, Mattie Mead, closed public comment.

Commissioners discussed the recommendation.

**Motion to approve the Gem Street Replat Subdivision Preliminary Plat. Motion made by Commissioner, Tim Carter, Seconded by Commissioner, Spencer Cordovano. Voting Yea: Mead, Cordovano, Carter.**

2. ACTION ITEM: Pre-Application Design Review for Solstice Development, a mixed-use project located at 4<sup>th</sup> Street and Main Street, (Lots 1 & 2 Block 5).

Senior Planner, Abby Rivin provided the Commission a short overview of the project.

Architect, Peter Paulos presented a project overview to the Commission.

Applicant, Chris Ensign shared comments.

Commissioners asked questions and received answers from the applicant.

Vice-Chairman, Mattie Mead, allowed public comment.

**Public Comment:**

Perry Boyle	<i>Video 00:50:36</i>
Shannon Flavin	<i>Video 00:52:20</i>
Jay Hammer	<i>Video 01:26:10</i>

Vice-Chairman, Mattie Mead, closed public comment.

Commissioners discussed the project and provided feedback.

**Motion to approve the pre-application design review for Solstice development and incorporate changes applicable to feedback provided. Motion made by Commissioner, Tim Carter, Seconded by Commissioner, Spencer Cordovano. Voting Yea: Mead, Cordovano, Carter.**

Vice-Chairman, Mattie Mead, called for a 5 mn. recess.

3. ACTION ITEM: Recommendation to review and provide direction to staff on the Development Agreement Amendment and Condominium Preliminary Plat applications for the 1<sup>st</sup> and 4<sup>th</sup> Mixed Use project at 391 N 1<sup>st</sup> Ave.

Senior Planner, Morgan Landers provided the Commission a short presentation.

Commissioners asked questions and received answers from staff.

Applicant, Jack Bariteau addressed the Commission on behalf of the project.

Vice-Chairman, Mattie Mead, allowed public comment.

**Public Comment:**

Perry Boyle	<i>Video 02:38:45</i>
David Patrie	<i>Video 02:40:45</i>

Vice-Chairman, Mattie Mead, closed public comment.

Commissioners discussed the project and provided feedback.

**Motion to accept amendment agreement 1 – 7, with the recommendation that the 12 units be deed restricted to income categories 4 – 6, in the 1<sup>st</sup> and 4<sup>th</sup> Mixed Use project at 391 N 1<sup>st</sup> Ave. Motion made by Commissioner, Tim Carter, Seconded by Commissioner, Spencer Cordovano. Voting Yea: Mead, Cordovano, Carter.**

**Motion to recommend approval of preliminary plat, subject to conditions 1 – 3. Motion made by Commissioner, Tim Carter, Seconded by Commissioner, Spencer Cordovano. Voting Yea: Mead, Cordovano, Carter.**

**COMMUNICATIONS FROM STAFF:**

Reminders of upcoming meetings.

**ADJOURNMENT:**

**Motion to adjourn at 8:02 p.m. Motion made by Commissioner, Spencer Cordovano, Seconded by Commissioner, Tim Carter. Voting Yea: Mead, Cordovano, Carter.**

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Chairman, Neil Morrow  
Planning and Zoning Commission

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Secretary, Tara Fenwick



**City of Ketchum  
Planning & Building**

IN RE: )  
)  
1<sup>st</sup> and 4<sup>th</sup> Mixed Use ) KETCHUM PLANNING AND ZONING COMMISSION  
Condominium Preliminary Plat ) FINDINGS OF FACT, CONCLUSIONS OF LAW, AND  
Date: May 24, 2022 ) DECISION  
)  
File Number: P22-016A )

**PROJECT:** 1<sup>st</sup> and 4<sup>th</sup> Mixed Use

**APPLICATION TYPE:** Condominium Preliminary Plat

**FILE NUMBER:** P22-016A

**ASSOCIATED APPLICATIONS:** Second Amendment of Development Agreement (P22-016)  
Final Plat for Removal of Lot Lines (P22-016B)  
First Amendment of Development Agreement (P20-122)  
Design Review (P19-038)  
Variance (P19-040)  
Development Agreement #20427 (P19-037)  
Petition for Alley Vacation (P19-036)  
Preliminary Plat for Removal of Lot Lines (P19-039)

**REPRESENTATIVE:** Dave Patrie, Benchmark Associates

**OWNER:** Waypoint Pearl, LLC – Jack E. Bariteau

**LOCATION:** 391 First Ave North and 120 W 4<sup>th</sup> Street – Lot 1B, Block 57, Ketchum Townsite

**ZONING:** Community Core – Subdistrict 2 – Mixed Use (CC-2)

**OVERLAY:** None

**RECORD OF PROCEEDINGS**

The City of Ketchum received applications for a Development Agreement Amendment, Condominium Preliminary Plat, and Final Plat for the 1<sup>st</sup> and 4<sup>th</sup> Mixed Use project, located at 391 First Ave North, on March 16<sup>th</sup>, April 6<sup>th</sup> and April 7<sup>th</sup> of 2022 respectively. The applications have been reviewed concurrently and were deemed complete on April 18, 2022. Department comments were provided to the applicant on April 18, 2022. All department comments have been addressed satisfactorily through applicant revision of project plans or conditions of approval.

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 20, 2022. The public hearing notice was published in the Idaho Mountain Express the on April 20, 2022. A notice was posted on the project site on May 3, 2022, and the city’s website on April 20, 2022.

The Planning and Zoning Commission (the “Commission”) considered the 1<sup>st</sup> and 4<sup>th</sup> Mixed Use development agreement amendment (Application No. P22-016) and the Condominium Subdivision Preliminary Plat (Application No. P22-016A) applications during a regular meeting on May 10, 2022. The applications were considered concurrently, and the associated public hearings were combined in accordance with Idaho Code §67-6522. After considering staff’s analysis, the applicant’s presentation, and public comment, the Commission recommended approval of the development agreement amendment and condominium preliminary plat applications to City Council.

**BACKGROUND**

The Applicant is constructing a new mixed-use building at 391 First Ave N and 120 W 4<sup>th</sup> Street (the “subject property”). The building includes an underground parking garage, 12 employee housing units, 3 community housing units, XX market rate residential units, and approximately 6,900 square feet of ground floor commercial space (the “project”). The project includes 31 underground parking spaces, seven dedicated to the commercial uses, and nine dedicated to residential units that require parking. The remaining 15 spaces will be made available to the tenants of the employee housing and community housing units dependent on need and availability. The employee housing and community housing units are exempt from parking requirements.

The project received Design Review approval from the Commission on June 6, 2019. Following Design Review approval, the Development Agreement (#20427) was approved by the City Council on December 16, 2019. An amendment to the Development Agreement was approved on January 19, 2021 amending various deadlines within the agreement including building permit issuance, receipt of certificate of occupancy, and others. A building permit was issued for the project on April 19, 2021.

**FINDINGS OF FACT**

The 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:

**COMPLIANCE WITH PRELIMINARY PLAT SUBDIVISION REQUIREMENTS**

Preliminary Plat Requirements				
Compliant				
Yes	No	N/A	City Code	City Standards
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.C.1	<b>The subdivider shall file with the administrator copies of the completed subdivision application form and preliminary plat data as required by this chapter.</b>
			<i>Findings</i>	The City of Ketchum Planning and Building Department received the subdivision application and all applicable application materials on April 6, 2022.
<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 April 6, 2022.



☒	☐	☐	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.
☒	☐	☐	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 "1 <sup>st</sup> and 4 <sup>th</sup> Condominiums" which is not the same as any other subdivision in Blaine County, Idaho.
☒	☐	☐	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 Waypoint Pearl, LLC. The plat was prepared by Randall French of Benchmark Engineering.
☒	☐	☐	16.04.030.I .4	Legal description of the area platted.
			<i>Findings</i>	The legal description of the area platted is shown on Sheet 1 of the preliminary plat under the title.
☒	☐	☐	16.04.030.I .5	The names and the intersecting boundary lines of adjoining subdivisions and parcels of property.
			<i>Findings</i>	Sheet 1 of the preliminary plat indicates the boundary lines of the adjoining Ketchum Townsite lots to the west and south.
☒	☐	☐	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.
☒	☐	☐	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.
			<i>Findings</i>	Sheet 1 of the preliminary plat shows the location of the existing building on the adjacent property to the south, the building under construction on the subject property, and all adjacent streets and easements.
☒	☐	☐	16.04.030.I .8	Boundary description and the area of the tract.
			<i>Findings</i>	Sheet 1 provides the boundary description of the area, square footage and acreage of the lot, and the area of each unit as will be platted.
☒	☐	☐	16.04.030.I .9	Existing zoning of the tract.
			<i>Findings</i>	Plat note #10 on Sheet 1 of the preliminary plat lists the existing zoning of the subject property.
☒	☐	☐	16.04.030.I .10	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.
			<i>Findings</i>	Sheet 1 of the preliminary plat shows the locations and lot lines for the master lot and lot lines of condominium units. No new streets or blocks are being proposed with this application.
☒	☐	☐	16.04.030.I .11	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.

			<i>Findings</i>	Sheet 1 of the preliminary plat identifies all common areas within the project that will be for the use of all future property owners. Easement A is identified on Sheet 1 and is for public utility and emergency access, public pedestrian access, and ingress/egress access for Lots 1B and 6A.
<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 of the preliminary plat shows all existing and proposed water mains, sanitary sewer mains.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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 does not apply as no new streets are proposed.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input 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. All right of way and alley improvements have been designed per city standards as reviewed and approved at the time of building permit issuance on April 19, 2021.
<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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input 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>	The applicant provided a draft copy of the articles of incorporation, bylaws, and declarations with the application submittal. Final declarations will be recorded prior to or in conjunction with final plat recording.
<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 of the preliminary plat 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% and is not adjacent to an intersection.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .20	<b>Lot area of each lot.</b>
			<i>Findings</i>	Sheet 1 of the preliminary plat shows the area of the overall lot and area of each individual unit.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .21	<b>Existing mature trees and established shrub masses.</b>
			<i>Findings</i>	There are no existing trees or shrub masses on the property.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .22	<b>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.</b>
			<i>Findings</i>	The applicant provided a title commitment issued by Stewart Title dated February 16, 2022, and a warranty deed recorded at Instrument Number 681852 with the initial application.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .23	<b>Three (3) copies of the preliminary plat shall be filed with the administrator.</b>
			<i>Findings</i>	The City of Ketchum received hard and digital copies of the preliminary plat at the time of application.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.A	<b>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.</b>
			<i>Findings</i>	As shown on Sheet 1 of the preliminary plat, all proposed improvements to the public right-of-way are shown. The applicant also submitted a set of construction plans for review by the City Engineer at the time of building permit application. The building permit was issued on April 19, 2022. The subject property does not include any watercourses, rock outcroppings, shrub masses or historic areas.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.B	<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.</b>
			<i>Findings</i>	The applicant also submitted a set of construction plans for review by the City Engineer at the time of building permit application. The building permit was issued on April 19, 2022.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.C	<b>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</b>

				<p>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.</p>
			<i>Findings</i>	<p>This standard does not apply as this is a preliminary plat application, not a final plat application. Per Development Agreement #20427, all improvements are required prior to Certificate of Occupancy for the project.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.D	<p><b>As Built Drawing:</b> 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.</p>
			<i>Findings</i>	<p>This standard does not apply as this is a preliminary plat application, not a final plat application.</p>
			16.04.040.E	<p><b>Monumentation:</b> 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:</p> <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>	<p>This standard does not apply as this is a preliminary plat application, not a final plat application.</p>
			16.04.040.F	<p><b>Lot Requirements:</b></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> </ol>

			<p>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:</p> <ul 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> </ul> <p>3. Corner lots 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>	This standard is not applicable as no new lots are being created.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>16.04.040.G</p> <p>G. Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</p> <ul 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> </ul>

				4. Corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.
			<i>Findings</i>	This standard is not applicable as no new lots are being created.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input 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 emergency vehicles in all weather and to provide for adequate drainage and snow plowing;</li> <li>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;</li> <li>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;</li> <li>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;</li> <li>9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);</li> <li>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;</li> <li>11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;</li> </ol>

			<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> <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>
			<p><i>Findings</i></p> <p>No new streets are proposed. First Ave and Fourth Street both meet the city's street requirements. Right of way improvements for drainage and sidewalks have been reviewed and approved by the City Engineer at the time of building permit application. The building permit was issued on April 19, 2022.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>16.04.040.I</p> <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</p>

				shall be done by the subdivider as required improvement and in conformance with design standards specified in subsection H2 of this section.
			<i>Findings</i>	The Design Review application included proposed improvements to the alley to facilitate pedestrian and vehicular access, and utilities. Per Development Agreement 20427, the applicant requested vacation of the alley, and vacation was approved. The building permit application included the construction plans for the final alley improvements which were reviewed and approved by the City Engineer.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.J	<p><b>Required Easements:</b> 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 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>	Easement A is included on the preliminary plat as required by the Design Review approval and final plat approval for the removal of lot lines and vacation of the



				alley. Easement A includes public utility, emergency access, and pedestrian access. The easement also permits ingress and egress access to Lots 1B and 6A.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.K	<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>	The property is served by city sewer services. Sheet 1 of the preliminary plat shows the location of sewer service to the project.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.L	<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 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.</p>
			<i>Findings</i>	The property is served by city water services. Sheet 1 of the preliminary plat shows the location of water service to the project.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.M	<p><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.</p>
			<i>Findings</i>	This standard does not apply as this application does not create a new subdivision. There are no incompatible uses adjacent to the proposed condominium subdivision.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.N	<p><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,</p>

			<p>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> <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</li> </ol> </li> </ol>
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				cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.
			<i>Findings</i>	This standard does not apply as this application is a condominium subdivision of an existing lot. On-site grading for the new condominium building meets all grading requirements and was reviewed at the time of building permit application.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.O	<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.
			<i>Findings</i>	The applicant submitted a site grading and drainage plan with the building permit application showing drainage for the subject property. No common drainage courses are utilized or disturbed. The grading and drainage plan meets all requirements, not impacting adjacent properties.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.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.
			<i>Findings</i>	As shown on Sheet 1 of the preliminary plat, all utilities will be installed underground. Transformer and other utility equipment will be located within the former alley (vacated). Location and required screening was reviewed and approved with the Design Review and Building Permit applications.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.Q	<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.
			<i>Findings</i>	The proposed condominium development does not create substantial additional traffic; therefore, no off-site improvements are required other than required improvements to drainage and sidewalks as outlined above.

**FINDINGS REGARDING COMPLIANCE WITH CONDOMINIUM SUBDIVISION REQUIREMENTS**

Condominium Plat Requirements				
Compliant			City Code	Standards
Yes	No	N/A		
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.B	<b>The subdivider of the condominium project shall submit with the preliminary plat application a copy of the proposed bylaws and condominium declarations of the proposed condominium development. Said documents shall adequately provide for the control and maintenance of all common areas, recreational facilities and open space.</b>
			<i>Findings</i>	The applicant provided a draft copy of the articles of incorporation, bylaws, and declarations with the application submittal.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.D	<b>All garages shall be designated on the preliminary and final plats and on all deeds as part of the particular condominium units. No garage may be condominiumized or sold separate from a condominium unit.</b>
			<i>Findings</i>	As shown on Sheet 1 of the preliminary plat, the underground parking garage layout is shown on the "Basement" payout. A total of 31 spaces is provided, 16 of which must be dedicated to individual condo units per the Design Review approval. The prelim plat outlines each parking space as a L/C or Limited Common Element and designates the unit by which the parking space is dedicated to. The remaining units are not required parking and can be managed by the owner as needed.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.E	<b>Adequate storage areas shall be provided for boats, campers and trailers, as well as adequate interior storage space for personal property of the resident of each condominium unit.</b>
			<i>Findings</i>	As shown on Sheet 1 of the preliminary plat, there is some general storage in the underground parking area noted on the Basement floorplan. Additional storage for each unit is located within the condominium unit as shown on the floor plans approved with the building permit issuance.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.F	<b>A maintenance building or room shall be provided of adequate size and location for the type and size of the condominium project for storage of maintenance equipment and supplies for common areas.</b>
			<i>Findings</i>	Mechanical equipment rooms are designated on each floor as common areas. The ground floor includes a large garbage storage area.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.G	<b>The subdivider shall dedicate to the common use of the homeowners adequate open space of such shape and area usable and convenient to the residents of the condominium subdivision. Location of building sites and common area shall maximize privacy and solar access.</b>
			<i>Findings</i>	The third floor condominium units each include outdoor deck space. On the second and first floors, the residents have access to outside common areas available to all residents as noted on the floor plans.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.H	<b>All other provisions of this chapter and all applicable ordinances, rules and regulations of the city and all other governmental entities having jurisdiction shall be complied with by condominium subdivisions.</b>
			<i>Findings</i>	The project has been reviewed for compliance with all other section of the subdivision standards. The project is in compliance as discussed above.

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 application for the development and use of the project site.
2. The Commission has authority to hear the applicant’s Condominium Preliminary Plat Application pursuant to Ketchum Municipal 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 application is governed under Ketchum Municipal Code Chapter 16.04.
5. The Condominium Preliminary Plat application meets all applicable standards specified in Title 16 of Ketchum Municipal Code.

DECISION

**THEREFORE**, the Commission **recommends approval** of this Condominium Preliminary Plat Application File No. P22-016A this Tuesday, May 24, 2022, subject to the following conditions of approval.

CONDITIONS OF APPROVAL

1. The final plat shall reflect the removal of the term “former” in plat note 6 and shall reflect the removal of the legend under the basement floor plan referencing commercial and residential.
2. The preliminary plat is subject to all conditions of approval associated with Design Review approval P19-038, and all provisions of Development Agreement #20427, and First Amendment to Development Agreement #20472.
3. 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 24<sup>th</sup> day of May 2022.

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Neil Morrow, Chair  
City of Ketchum  
Planning and Zoning Commission



City of Ketchum  
Planning & Building

**STAFF REPORT**  
**KETCHUM PLANNING AND ZONING COMMISSION**  
**SPECIAL MEETING OF MAY 24, 2022**

- PROJECT:** 940 Leadville Ave
- APPLICATION TYPE:** Conditional Use Permit (File No. P22-010)  
Design Review (File No. P21-011)
- APPLICANT:** Amy Martin (applicant Conditional Use Permit)  
Michael Blash (architect - Design Review)  
Alex Nelson, Alpine Enterprises (Engineer - Design Review)
- PROPERTY OWNER:** Amy Martin
- REQUEST:** Conditional Use Permit application to establish a work/live unit in the LI-1 district, and a Design Review application for the partial demolition of the existing structure, construction of a 1,352 square foot addition to the north end of the existing structure, and waiver of sidewalk construction requirements.
- LOCATION:** 940 N Leadville Ave – Ketchum Townsite Lot 3 Block 30
- ZONING:** Light Industrial – One (LI-1)
- REVIEWER:** Morgan R. Landers, AICP – Senior Planner
- NOTICE:** 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 May 4, 2022. The public hearing notice was published in the Idaho Mountain Express the on May 4, 2022. A notice was posted on the project site and the city’s website on May 4, 2022.

**EXECUTIVE SUMMARY**

The Applicant is requesting a Conditional Use Permit (CUP) to establish a work/live unit and Design Review approval for modifications to the existing building that replace a portion of the existing building with a two-story garage, office, and outdoor dog run area located at 940 N Leadville Ave (the “subject property”). If approved, the proposed project would consist of 965 square feet of living space and 1,293 square feet of work space. The subject property is zoned Light Industrial 1 (LI-1) which allows Dog Kennels as a permitted use by right and work/live units with CUP approval. Currently, the subject property contains a 2,151 square foot one-story building consisting of a non-conforming residential use and a conforming commercial use and a 289 square foot detached shed in the rear of the property.

The dog kennel, Alpenhound, has been in operation for the past two years. The non-conforming residential use has existed since 1988. The residential use is non-conforming and does not have a valid CUP as required by the Ketchum Municipal Code (KMC). The applicant’s desire to expand the existing building triggers the requirement that the non-conforming residential use come into compliance with the KMC. Figures 1 and 2 below show the front elevation of the existing building and proposed building respectively for comparison.



Figure 1: Existing Building



Figure 2: Proposed Building

The applications submitted bring the property and use into conformance with all code requirements and allow for the expansion of the permitted business operation. The CUP is applicable to the work/live unit and configuration; however, the CUP is not related to the operation of dog kennel since the use is a permitted use in the LI-1 District. Table 1 below outlines the proposed interior square footage of each use for the proposed project as shown on Sheet A3 of the project plans in Attachment C.

**Table 1: Proposed Uses and Square Footage**

Use	Square Footage	Percent SF
<b>Work</b>		
Ground Floor – Dog Sleeping and Supply Storage	327 SF	
Ground Floor – Storage/Dog Wash/Laundry	480 SF	
Second Floor – Office/Dog Feeding Area	486 SF	
<i>Subtotal</i>	<i>1,293 SF</i>	<i>57% of total</i>
<b>Live</b>		
Ground Floor – Existing Living	965 SF	
<i>Subtotal</i>	<i>965 SF</i>	<i>43% of total</i>
<b>Total Square Footage</b>	<b>2,258 SF</b>	
Dog Deck and Garage*	1,363 SF	

*\*Dog deck not included in total “work” square footage as it is not enclosed.*

*Garage not included in work as it is used for both live and work.*

The KMC has very specific requirements for work/live units outlined in KMC Section 17.124.090.A.5 including ownership and occupancy of the space, size of workspace compared to live space, access to each space, and parking. See Attachment D for a full evaluation of the standards for work/live units for the proposed project. As proposed, the work/live unit meets all requirements and standards in the KMC. Staff recommends 12 conditions to ensure the project stays in compliance with the requirements over time.

The project proposes to construct improvements to the right-of-way per the City of Ketchum improvement standards; however, the applicant has requested a waiver of the sidewalk requirement per the provisions of KMC Section 17.124.140 which allows for a payment-in-lieu of constructing the sidewalk. Per the KMC, the Commission must review the request based on recommendation of city staff and make a recommendation to the City Council for final decision. City planning, engineering, and street department staff reviewed the request and is supportive of a payment-in-lieu as further discussed in the Design Review section of this report below. Proposed right-of-way improvements can be found on the right-of-way improvements plan in Attachment C.

## BACKGROUND

Per discussions with the property owner, the original structure was built in the 1950s with an addition to the southern end of the building in 1994. Historically, the property housed Pendls Bakery, DD Surfboards, a construction company, and most recently Walsworth Furnishings. According to Mr. Walsworth of Walsworth

Furnishings, the property has included a residential unit since at least 1988 with an apartment along with an office, and shop. The current property owner purchased the property from Mr. Walsworth in 2020.

In 2019, the City of Ketchum initiated review of known conforming and non-conforming work/live units within the Light Industrial zone districts to ensure that all work/live units complied with all life safety provisions of the building and fire codes. There was also a review to determine if the identified units could conform to the KMC requirements for work/live units. Based on documentation of that effort, the subject property was not included in that analysis likely because the residential use was unknown at the time. Therefore, no analysis or inspections were conducted as part of that effort.

Following numerous discussions between the property owner and city staff as to the permissible uses of the property and options for moving forward, the City of Ketchum received the CUP and Design Review applications on February 16, 2022. The CUP and Design Review applications have been reviewed concurrently and were deemed complete on April 25, 2022. The applications were distributed to all city departments for review. All comments provided by city departments have been addressed satisfactorily through the review process. Application materials and project plans included with this report include all requested revisions with no outstanding issues.

## **CONFORMANCE WITH ZONING AND CONDITIONAL USE PERMIT STANDARDS**

### Conformance with Zoning Regulations

During department review, city staff reviewed the project for conformance with all applicable zoning code requirements including permitted uses, dimensional limitations, signage, parking, development standards, and dark skies. Staff also reviewed the project for all requirements related to work/live units as outlined in KMC Section 17.124.090 – *Residential, Light Industrial Districts*. The project is in conformance with all applicable zoning code requirements and standards. Below are a few key zoning requirements of important note for the project, please see Attachment D for a full review of all dimensional standards and additional zoning requirements.

### *Uses*

As mentioned above, dog kennels are a permitted use by right with no special requirements for operations. Work/live units are permitted with an approved conditional use permit. Work/live units are defined as:

*“Work/live units incorporate residential living space in a nonresidential building. Work/live units are held jointly in common ownership and the work and live spaces cannot be sold or platted as separate condominiums, as documented with a City-approved restrictive covenant recorded against the property.”*

The proposed project meets the definition of work/live unit. Staff recommends condition of approval #4 to ensure recording of the required restrictive covenant prior to building permit application. Please see below for an overview of the work/live unit’s compliance with CUP criteria.

### *Size limitations*

The KMC requires that the live portion of the unit must be secondary to the work space, cannot exceed the square footage of the work portion, and cannot exceed 1,000 gross square feet. As outlined in the table above, the total square footage of the work/live unit is 2,258 square feet. The gross square footage of the live portion is 965 square feet, 43% of the project and less than 1,000 gross square feet. Staff recommends conditions 1-3 to ensure that any future changes to the configuration of the space or changes to the square footages of the work and live spaces will be reviewed by the Planning and Zoning Commission as an amendment to this CUP.

### *Business Operations*

The KMC requires that the work unit be accessed by the prominent means of access, signed and posted with regular hours of operation, and associated with a business license for an allowed use. The KMC also requires



the work unit be suitable for on-site employees, customers, and meet all fire and building codes. Alpenhound, the dog kennel, is a permitted use and maintains a valid business in good standing with the City of Ketchum. Sheet A8 of Attachment C shows the location of the business sign and posted hours. The work unit is accessed by the primary entrance to the building adjacent to the garage door. The business has one employee that fills in for the owner when she is out of town. The work unit is suitable for both employees and customers as the work unit is completely separate from the live unit. Access to the live portion of the project is on the south side of the building, accessed through a gate in the front patio but not visible from the street or customers. The proposed project was reviewed by the fire department to ensure that the existing building to remain meets fire code requirements. The building department will review the addition for conformance with all applicable building code requirements at building permit application.

### *Parking*

Pursuant to KMC Section 17.125.040, a total of three parking spaces are required for the project. One parking space for the live unit and two spaces for the work unit. The proposed project includes three parking spaces. One within the garage, one carport space, and one surface space.

### Conditional Use Permit Criteria

Pursuant to KMC Section 17.116.030, conditional use permits can be granted if and only if all criteria listed below are met. Below is the stated criteria and staff's analysis of each:

- *Criteria 1* - The characteristics of the conditional use will not be unreasonably incompatible with the types of uses permitted in the applicable zoning district;
  - *Analysis:* The City of Ketchum has permitted numerous work/live units through the CUP process throughout the Light Industrial zone districts. The anti-nuisance and notice provisions outlined in KMC Section 17.124.090 seek to minimize potential conflicts between residential and light industrial uses. Staff recommends conditions of approval 9-12 to ensure that these provisions are in full force and effect. Additionally, the residential unit has been in this location since at least 1988. To date the city has received no known complaints regarding the residential unit.
- *Criteria 2* - The conditional use will not materially endanger the health, safety and welfare of the community;
  - *Analysis:* As mentioned above, numerous work/live units exist in the light industrial district with no demonstrated impact to the health, safety, and welfare of the community. The city has not received any complaints or witnessed a degradation of the health, safety, and welfare of these units. To the contrary, work/live units provide a certain amount of housing stability not experienced in other housing situations as the residential unit must be occupied by the business owner or an employee of the business. This supports the business operations as well as the owner/employee. Staff recommends condition of approval #3 to ensure that the occupant of the residential unit is either the owner or an employee of the business.
- *Criteria 3* - The conditional use is such that pedestrian and vehicular traffic associated with the use will not be hazardous or conflict with existing and anticipated traffic in the neighborhood;
  - *Analysis:* The residential unit has existed since at least 1988 with no documented traffic or pedestrian issues related to the unit. Alpenhound has been in operation for two years with no documented issues related to pedestrian or vehicular circulation.
- *Criteria 4* - The conditional use will be supported by adequate public facilities or services and will not adversely affect public services to the surrounding area, or conditions can be established to mitigate adverse impacts; and
  - *Analysis:* The property is currently served by city water and sewer, reviewed by the respective departments during department review. The existing services are adequate to serve the proposed project with no required upgrades. The fire department can access the building from not only N Leadville Ave, but via the alley in the rear of the property. Service letters from Idaho

Power and Clear Creek are included in Attachment B. The proposed project can be served with all utilities and city services.

- *Criteria 5* - The conditional use is not in conflict with the policies of the comprehensive plan or the basic purposes of this chapter.
  - *Analysis*: The subject property is designated as “Mixed-Use Industrial” in the 2014 Comprehensive Plan. The plan outlines primary and secondary uses within the area. Primary uses include service, workshops, studios, and offices with secondary uses including a limited range of residential housing types. Additionally, Policy E-2(e) encourages policy that supports small businesses by allowing people to live and work from their residences in live/work environments. Approval of the CUP would comply with the identified primary and secondary uses for the area and support a small business with housing on site.

In review of this application, staff believe that all criteria are met as described above. Staff recommends conditions of approval 5, 6, 7, and 12 to ensure long term compliance with the work/live standards and CUP criteria. Many of these conditions are standard for work/live CUPs and not specifically triggered by the proposed project.

## **CONFORMANCE WITH DESIGN REVIEW STANDARDS**

Per Ketchum Municipal Code (KMC) §17.96.010.A – *Applicability*, design review is required for all new multi-family dwellings. Before granting Design Review approval, the Commission must determine that the application meets two criteria: (1) the project doesn’t jeopardize the health, safety, or welfare of the public, and (2) the project conforms to all Design Review standards and zoning regulations (KMC §17.96.050.A). The Commission must also review recommendations from staff on the sidewalk waiver request per the design review standards related to sidewalk improvements and make a recommendation to City Council.

### Conformance with Design Review Improvements and Standards

During department review, city staff reviewed the project for conformance with all applicable design review improvements and standards outlined in KMC §17.96.060 – *Improvements and Standards*. Staff also reviewed the project for conformance with all corresponding city code requirements related to right-of-way improvements including but not limited to sidewalks, street lighting, alleys, and on-street parking. Staff believes that either a requirement is not applicable due to the scope of the project, a waiver is requested, or the requirements are met. Below are two items of importance for the project. Please see Attachment E for a review of all design review improvements and standards.

#### *Materials*

The initial application submittal included one consistent material along the north elevation of the proposed project. Staff provided feedback to the applicant that a variety of materials should be considered as this portion of the project is completely visible from the street due to site topography and height of adjacent buildings to the north. The applicant revised the project materials to introduce softer colors and more variation of patterns. The KMC does not provide specific direction for projects in the light industrial district, which arguably do not necessitate the same high level of finishings as buildings in the community core or tourist districts. Staff believes the proposed materials mimic the materials used on more recently constructed buildings within the light industrial district.

#### *Sidewalk Improvements*

The applicant requested a waiver from sidewalk construction for the project. City planning, engineering, and streets are supportive of the waiver as N Leadville is a local street with no direct thru traffic, operating more like a residential street than an industrial collector street like Lewis Street and Northwood Way. The project proposes to remove some existing asphalt, regrade the right-of-way to meet city standards, and place 8 feet of gravel along the right-of-way for on-street parking per city standards. All improvements to the right-of-way will

be reviewed and approved by the City Engineer and Streets Department prior to issuance of a building permit as per recommended condition #4. Waiver of the sidewalk requirement must be approved by City Council following recommendation by the Commission. Staff recommends condition #5 outlining the timing of City Council approval and payment of the in-lieu fee.

## **STAFF RECOMMENDATION**

Staff believe the proposed project, as conditioned, meets all zoning requirements, criteria for conditional use permits, and design review improvements and standards. Staff recommends approval of the applications with recommended conditions of approval for each as outlined below:

### Conditional Use Permit (P22-010)

1. This approval is based on the floorplan submitted by Michael Blash Architects, and attached to the staff report, dated May 11, 2022. Any change to the floor plan or change in the location or configuration of the uses from what is depicted in the plans, shall be subject to an amendment to this Conditional Use Permit. The residential use shall occur in the location depicted on the plans and shall not exceed 965 square feet and no more than one bedroom.
2. This conditional use permit is non-transferrable to any other property owner or business other than Alpenhound. Any change in property ownership, business operator, or residential tenant requires an amendment to this Conditional Use Permit. In the event Alpenhound is no longer the business operation, a new Conditional Use Permit will be required.
3. Occupancy of the live unit must be either the owner of Alpenhound dog kennel, or an employee of Alpenhound.
4. Prior to issuance of the building permit for the expansion approved under Design Review P22-011, a Restrictive Covenant shall be recorded against the property prohibiting the separate sale of the live unit thereby ensuring that the work/live unit remain in common ownership and cannot be sold separately.
5. Hours of operation of the business shall be posted and remain posted at all times.
6. Within one year of receipt of certificate of occupancy for the project, and each year following, the applicant shall request an inspection by the Fire Marshall to ensure all fire codes are being met. Documentation of the inspection shall be provided to the Planning and Building department.
7. Inspections by the Planning and Building staff may be scheduled at the discretion of staff to ensure all conditions of this Conditional Use Permit are met. Owner shall cooperate with facilitating the inspections at the request of the City. In the event the owner does not cooperate, this CUP may be subject to revocation.
8. The applicant is aware the mixed use of the property can result in conflict, that the light industrial use may on occasion or in certain respects be incompatible with the quiet enjoyment of the dwelling units, that due to the subordinate and junior nature of the residential use to the light industrial use, the City will not condition, limit, restrict or otherwise interfere with any lawful light industrial use solely because it interferes with a residential use.
9. In the event the residential unit is occupied by an employee of Alpenhound, the owner shall provide the tenant, lessee or subtenant with written notice that such unit is located within the Light Industrial Zone and, as such, is junior and, therefore, subordinate in nature to all legal light industrial activities.
10. Each and every real estate agent, sales person and broker and each and every private party who offers for rent or shows a parcel of real property and/or structure for lease or rent within such Light Industrial Zones shall, upon first inquiry, provide the prospective lessee or tenant, prior to viewing such real property, with written notice that such real property and/or structure is located within such Light Industrial Zone.
11. All brochures and other printed materials advertising rental or lease of a living unit within the Light Industrial Zones shall contain a provision designating that such unit or units are located within the Light Industrial Zone and are within a mixed use area. Lessees and tenants shall be notified that the

residential uses within the Light Industrial Zone are subordinate and, therefore, junior in nature to the legal light industrial activities within the zone.

12. In the event the property is in violation of the conditions of approval, the Conditional Use Permit may be subject to revocation.

#### Design Review (P22-011)

1. The design review approval is subject to all conditions of approval associated with Conditional Use Permit approval P22-010.
2. The term of this design review approval shall be 12 months from the date 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 City Council subject to changes in zoning regulations. If a building permit for the proposed project is not submitted within said time, this permit shall be void.
3. Prior to building permit application, plans shall be revised to indicate location of one bicycle rack accommodating two bicycles.
4. Final civil drawings prepared by an engineer registered in the State of Idaho which include specifications for right-of-way, utilities, and drainage improvements shall be submitted for review and approval by the City Engineer, Streets, and Utilities departments prior to issuance of a building permit for the project.
5. Prior to building permit application, applicant shall submit a design plan and cost estimate for required sidewalk improvements, that conform to city standards, adjacent to 940 N Leadville Ave for review by the City Engineer and Streets Department. Fee-in-lieu of sidewalk improvements shall be approved by City Council, and in-lieu payment of 110% of the cost estimate made to the city, prior to submittal of a building permit application for the project. If the fee-in-lieu for sidewalk improvements is not approved by City Council, applicant shall install all sidewalk improvements per city standards as reviewed and approved by the City Engineer.

#### **ATTACHMENTS:**

- A. Application Materials – CUP application and supporting materials
- B. Application Materials – Design Review application and supporting materials
- C. Application Materials – CUP and Design Review Plan Set
- D. Zoning and Work/Live Standards Analysis
- E. Design Review Standards Analysis
- F. Public Comment

**ATTACHMENT A:**  
**CUP Application and Supporting  
Materials**



City of Ketchum  
Planning & Building

OFFICIAL USE ONLY	
File #	P22-D1D
Date Received	2/16/22
By:	
Fee Paid:	1100
Approved Date	2/16/22
Denied Date:	
By:	

\$1100.00

### Conditional Use Permit Application

Submit completed application and payment to the Planning and Building Department, PO Box 2315, Ketchum, ID 83340 or hand deliver to Ketchum City Hall, 191 5th St. West, Ketchum. 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.

OWNER INFORMATION	
Project Name: <b>Martin remodel addition</b>	
Name of Owner of Record: <b>Amy Martin</b>	
Physical Address: <b>940 N. Leadville</b>	
Property Legal Description: <b>lot 3 block 30 ketchum township</b>	
Property Zoning District: <b>LI-1</b>	
Contact Phone: <b>208 721 0905/208 720</b>	Contact Email: <b>Amymartin00@me.com/michaelblash@me.com</b>
PROJECT INFORMATION	
Description of Proposed Conditional Use:	
Description of Proposed and Existing Exterior Lighting: <b>Halo recessed led downlight w/</b>	
ADDITIONAL COMMENTS	
ACCOMPANYING SUPPORTING INFORMATION REQUIRED	
<ul style="list-style-type: none"> <li>● Existing Site Plan</li> <li>● Proposed Site Plan</li> <li>● Landscape Plan</li> <li>● Grading and Drainage Plan</li> <li>● Exterior Lighting Plan and Specifications</li> <li>● Other plans and studies related to the social, economic, fiscal, environmental, traffic, and other effects of the proposed conditional use, as required by the Administrator</li> </ul>	

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.

*Michael Blash*

*2-1-22*

Applicant Signature

Date

To whom it may concern,

My name is Amy Martin and I have a boutique boarding facility at 940 Leadville Avenue North called Alpenhound. I was fortunate to have the opportunity to purchase the building in June of 2020 before real estate in our town was out of reach.

The current building consists of an apartment, two shops, and an office. Before I purchased the real estate it housed a couple different businesses which isn't conducive for what I do. My dream is to tear down the north shop which is about 20 feet wide and 40 feet deep with a loft. I would replace this with a garage and an office above so there is better flow and I don't have to go outside to access it, thus endangering the dogs.

There are a few reasons I chose this side of the building for the demolition and remodel. Firstly, during the property inspection I learned the original slab foundation, which was poured in 1950, is separating and crumbling. Secondly, When I received the land survey I learned the building and fence line are on my neighbors property. I would like to fix this.

I am proposing to build a garage with an office upstairs and a big deck for the dogs to play and stretch their legs. Out back; on the east side of the property; there is a door and back gate to the alley for egress for the office.

Currently the dogs don't have much space to be outside. I have a little 20x20 yard and ideally would have more space for the dogs to play and do their biz. In the back there is a 300 square foot shed which takes up much of the yard space. With the remodel I would remove this shed. During winter the back is filled with snow and unusable from December to May because both roofs slide and the snow accumulates higher than the roof to the apartment. With the overhang of the office there is an area that will be accessible year round.

The upper deck will be an additional area to be used as my outdoor spaces are currently used. We go out for short periods of supervised time. The dogs don't have specific hours scheduled for eliminating waste so I do not have specific hours for any of my outdoor spaces to be used. The dogs go where I go so if I am upstairs doing my books, or if it's time for them to eat the dogs will be with me. If they have to use the loo then they would use the upper deck. But I assure you, I dislike barking dogs more than most people. If a dog is a "barker" he or she will wear a bark collar and is not invited back. I have a very calm space and most people in my neighborhood have no idea there are dogs here. We also go on 2-3 hours long adventures every day and when the dogs get back here they are pooped. There is surprisingly very little play when we return; just a lot of snoozing.

A little bit about my business: I have a small pack of dogs, most of whom I have known their whole lives. We go on long hikes every day so when the dogs come back to the AlpenHouse they are happy and relaxed. I don't take any dogs who are considered "barkers". I pick the dogs up and drop them off so clients don't come to my business; the fewer people who come the safer the dogs. I employ one person who comes to work and stay when I am out of town. Other than that there isn't much traffic in my parking lot.

I am small business owner who is hoping to grow. I turn down business almost daily as I can't take any more clients in my current space. I am a good neighbor. I employ one person part time who would love more opportunities for work. My hope is to create a space to suit the needs of my business.

Thank you for your time and consideration in this matter. The dogs safety is my main priority. To be able to load and unload in an enclosed area is desirable as is a dog bath because, well, it is mud season. I look forward to having an enclosed area in the back so people can't throw

things into my yard from the alley above. It is also very important for me to be a good neighbor to those who live on my street and beyond. No one likes a dog who makes too much noise, myself included! People have called me a life coach for their dog because the pups are so well behaved at Alpenhound. I think it's just the exercise and dog meditation.

I look forward to hearing your comments,  
Amy



**ATTACHMENT B:**  
**Design Review Application and**  
**Supporting Materials**



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

2.1.22

Date

Once your application has been received, we will review it and contact you with next steps.  
No further action is required at this time.

**DESIGN REVIEW EVALUATION STANDARDS**  
**(May not apply to Administrative Design Review):**

**17.96.060: IMPROVEMENTS AND STANDARDS FOR ALL PROJECTS**

A. Streets:

1. The applicant shall be responsible for all costs associated with providing a connection from an existing city streets to their development.
2. All streets designs shall be in conformance with the right-of-way standards and approved by the Public Works Director.

B. Sidewalks:

1. All projects under 17.96.010(A) that qualify as a "Substantial Improvement" shall install sidewalks in conformance with the right-of-way standards. Sidewalk improvements may be waived for projects that qualify as a "Substantial Improvement" which comprise additions of less than 250 square feet of conditioned space.
2. 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.
3. 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.
4. 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 one hundred ten percent (110%) of the estimated costs of concrete sidewalk and drainage improvements provided by a qualified contractor, plus associated engineering costs, as approved by the Public Works Director. Any approved in-lieu contribution shall be paid before the city issues a certificate of occupancy.

C. Drainage:

1. All storm water shall be retained on site.
2. Drainage improvements constructed shall be equal to the length of the subject property lines adjacent to any public street or private street.
3. The Public Works Director may require additional drainage improvements as necessary, depending on the unique characteristics of a site.

**Instrument # 669833**

HAILEY, BLAINE, IDAHO  
06-15-2020 8:46:29 AM No. of Pages: 2  
Recorded for: BLAINE COUNTY TITLE  
JOLYNN DRAGE Fee: \$15.00  
Ex-Officio Recorder Deputy: JB  
Electronically Recorded by Simplifile



**WARRANTY DEED**

FOR VALUE RECEIVED

Richard Walsworth and Claudia Walsworth, husband and wife

GRANTOR(S), hereby grants, bargains, sells, conveys and warrants unto

Amy Martin, a single woman

GRANTEE(S) whose current address is: P.O. Box 2505, Ketchum, ID 83340

the following described premises, to-wit:

Lot 3 in Block 30, of the VILLAGE OF KETCHUM, as shown on the certified copy of the official map thereof, recorded as Instrument No. 302967, records of Blaine County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except those to which this conveyance is expressly made subject to and those made, suffered or done by the Grantee; and subject to all existing patent reservations; restrictions in railroad deeds of record; easements and rights of way established and of record; protective covenants of record; zoning ordinances and applicable building codes, use restrictions, ordinances, laws and regulations of any governmental unit; general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable; and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

Dated this <sup>XX</sup>15th day of June, 2020.

*Richard Walsworth*  
Richard Walsworth

*Claudia Walsworth*  
Claudia Walsworth

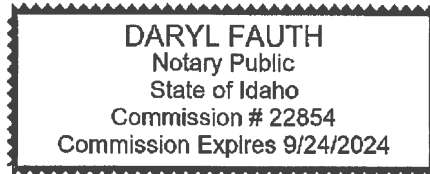
State of Idaho  
County of Blaine

This record was acknowledged before me on ~~15<sup>th</sup>~~<sup>12<sup>th</sup></sup> day of June, 2020, by Richard Walsworth.



Notary Public Daryl Fauth  
My Commission Expires: September 24, 2024

(STAMP)



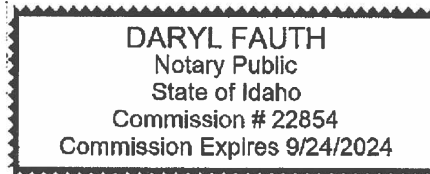
State of Idaho  
County of Blaine

This record was acknowledged before me on ~~15<sup>th</sup>~~<sup>12<sup>th</sup></sup> day of June, 2020, by Claudia Walsworth.



Notary Public Daryl Fauth  
My Commission Expires: September 24, 2024

(STAMP)



# ALPINE ENTERPRISES INC.

Surveying, Mapping, Civil Engineering, GPS, GIS and Natural Hazards Consulting

Alex Nelson, P.E.  
Alpine Enterprises Inc.  
P.O. Box 2037  
Ketchum, ID 83340  
(208) 727-1988  
alexnelson8@gmail.com

February 8<sup>th</sup>, 2022

Sherri Newland  
City of Ketchum Engineer

**RE: 940 N. Leadville Ave. – Right of Way Encroachment Application Engineering Statement**

Ketchum, Block 30, Lot 3  
Ketchum, ID 83340

Dear Sherri,

Please find the attached application and plan for the Right of Way Encroachment Permit Application for the Martin residence located at 940 N. Leadville Ave. in Ketchum, Idaho.

The owner, Amy Martin, purchased the property in 2020 and is seeking to build an addition onto the current structure to better suit her local dog walking and boarding business. The lot is zoned within the Light Industrial District Number 1 (LI-1), and per Ketchum Code 17.124.140 is required to construct a new curb, gutter, and sidewalk along the property's frontage.

After a review of the existing site conditions, it is of my professional opinion that this requirement will bring about significant logistic and safety issues that need to be carefully considered before any design is implemented. It is no secret that N. Leadville Ave. has been long neglected and currently functions more as an alleyway and overflow parking for Ketchum Automotive than it does as a city street. The property owner and design team understand the City's desire to bring this street up to code, but would also like to present the following issues associated with this decision:

Ketchum, Block 30, Lot 4 located to the Northwest of the subject property is situated 7 feet lower in elevation than Lot 3. Furthermore, the existing structure on Lot 4 is built on a zero-lot-line setback and the entry elevation is 2 feet lower than the existing road surface. The drop between the lots is immediate and abrupt. Along the North side of N. Leadville Ave. the existing road grade is in excess of 11% to accommodate the transition. For a sidewalk to transition between Lots 3 and 4, a staircase in conjunction with a significant regrade of the existing road surface would be the only foreseeable option, and a challenging one to implement. If construction of a curb, gutter, and sidewalk were to proceed solely on Lot 3, the sidewalk would terminate at a 7-foot vertical drop. To protect the welfare and safety of the public, the presented civil engineering design has incorporated a guardrail perpendicular to pedestrian traffic at the North end of the sidewalk. It is of my professional opinion that the implementation of a safety device such as a guardrail is not acceptable solution. I ardently believe that creating a design that requires a safety mitigation solution for a risk that does not need to exist to begin with goes against my professional obligation to protect the health, safety, and welfare of the public.

It is my recommendation that any plan to bring N. Leadville Ave. up to City Code should be implemented throughout the entire right of way instead of on a piece-by-piece basis. There is a high likelihood that any design presented for one individual lot will not fit within a practical design for the entire area and would have to be removed. Furthermore, it would not be acceptable to require one private citizen to correct all the existing issues on adjoining lots and within City right of way.

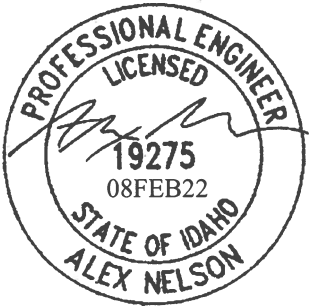
In summation, the property owner and design team are understanding of the City's desire to bring N. Leadville Ave. up to code, but we believe the scope of improvements should be implemented throughout the entire right of way concurrently. We would like to request for you to waive the requirement for new sidewalk construction in accordance with Ketchum Code 17.96.060.B.3.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.

If the requirement cannot be waived, we would like to request an in-lieu payment be considered.

Should you need further information, please do not hesitate to contact me.

Sincerely,  
Alex Nelson, P.E.





1 - Existing Site Conditions - Lot 3 existing grade at base of wooden sign. Grade in between sing and pavers is 3' lower than pavers.



2 - Existing Site Conditions - Lot 3 existing grade at base of wooden sign. Grade in between sing and building is 3' lower than pavers.



3 - Existing Site Conditions – Existing retaining wall and trees between Lots 3 & 4 has been removed. The current conditions have a 3' deep hole between the shown building and distant property line. Shown building is constructed on a zero-lot-line setback. Property line is 7' above building entry.



April 11, 2022



AMY MARTIN  
PO BOX 2505  
KETCHUM, ID 83340

To whom it may concern,

Thank you for your inquiry about electrical service at 940 LEADVILLE AVE  
KETCHUM, ID 83340

The property is located within Idaho Power's service area in the state of Idaho

Idaho Power will provide electrical service to this location once any required easement or right of way are obtained by Idaho Power and/or the Customer, and in compliance with the statutes of the State of Idaho/Oregon and the Idaho Power tariffs on file with our regulators. Tariffs include the General Rules and Regulations that covers new service attachments and distribution line installations or alterations.

The size of electrical service at this location will not change. No change will occur to the source transformer or the customer owned meter base serving this residence at the above address.

Sincerely,

*Cyndi Bradshaw*

Cyndi Bradshaw  
PO Box 3909  
Hailey ID 83333

# C L E A R   C R E E K   D I S P O S A L

PO Box 130 • Ketchum, ID 83340 • Phone 208.726.9600 • [www.ccdisposal.com](http://www.ccdisposal.com)

April 20, 2022

Planning & Zoning  
City of Ketchum  
P O Box 2315  
Ketchum, ID 83340-2315

Re: 940 Leadville Ave N

To Whom It May Concern,

I have engaged in conversation with Amy Martin regarding the above address and the uses will remain the same. Please let this letter serve to the following:

Regular residential garbage/recycling service will apply to the project. Service will be provided at Leadville Avenue. Owner(s) of the property will transport items to be collected from their residence to the street and Clear Creek Disposal will serve the property at the edge of Leadville Avenue for collection.

If you have any concerns, please call at your earliest convenience.

Respectfully,

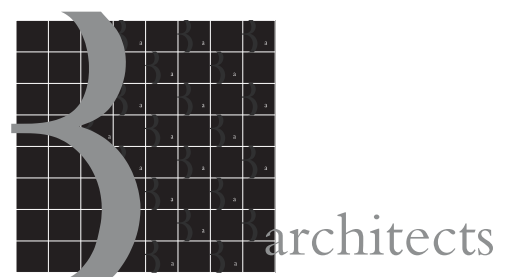


Mike Goitiandia  
Clear Creek Disposal

.940 Leadville Ave N

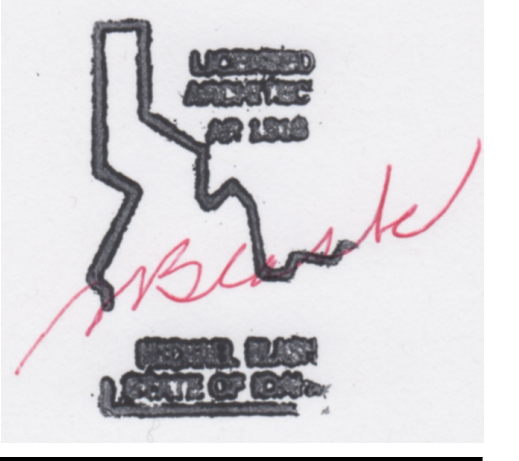


**ATTACHMENT C:**  
**CUP and Design Review**  
**Plan Set**



MICHAEL BLASH ARCHITECTS  
PH. 208-720-3597  
PO BOX 2523 SUN VALLEY  
IDAHO ,83353  
michaelblash@cox.net

THESE PLANS AND SPECIFICATIONS  
ARE PROTECTED UNDER FEDERAL COPYRIGHT  
LAWS. ©MICHAEL BLASH AND ASSOCIATES  
ARCHITECTS OWNERSHIP OF SUCH AND ALL  
RIGHTS AND PRIVILEGES.



EXISTING STRUCTURE



STREET ELEVATION

Table with 2 columns: Description and Square Footage. Includes rows for Lot Sq. Ft., House Existing, Existing Shed, Total Existing, Total New Footprint, Demo-Area, Garage/Dog Area, Second Floor, Total Deck, and Upper Deck.

Table with 2 columns: Building Codes and Project Information. Includes 2018 International Building Code and applicable state and local codes.

Table with 2 columns: General and Notes. Includes general notes for contractor verification and dimensions.

Table with 2 columns: Abbreviations and Symbols. Lists abbreviations for various materials and components like 'A' for angle, 'C' for centerline, 'F' for fire alarm, etc.

Table with 2 columns: Abbreviations and Symbols. Continues the list of abbreviations for materials and components like 'L' for length, 'M' for masonry, etc.

Table with 2 columns: Abbreviations and Symbols. Continues the list of abbreviations for materials and components like 'P' for parallel, 'R' for radius, etc.

Table with 2 columns: Symbols and Project Team. Lists symbols for elevation keys, detail numbers, and project team members like Amy Martin.

Table with 2 columns: Project Team and Sheet Index. Lists project team members like Michael Blash Architect and a sheet index from A1 to A8.



ARIAL MAP

Table with 2 columns: Job No. and Personnel. Lists Job No. 004, Proj. Mgr. M Blash, and Checked By M Blash.

Table with 2 columns: General Notes and Issue Dates. Includes dates for issued, revised, and sheet title updates.





LEADVILLE AVE VIEW



SW BIRDSEYE



NW BIRDSEYE



10TH STREET ELEVATION 1' = 1'-0"



MICHAEL BLASH ARCHITECTS  
 PH. 208-720-3597  
 PO BOX 2523 SUN VALLEY  
 IDAHO, 83353  
 michaelblash@cox.net

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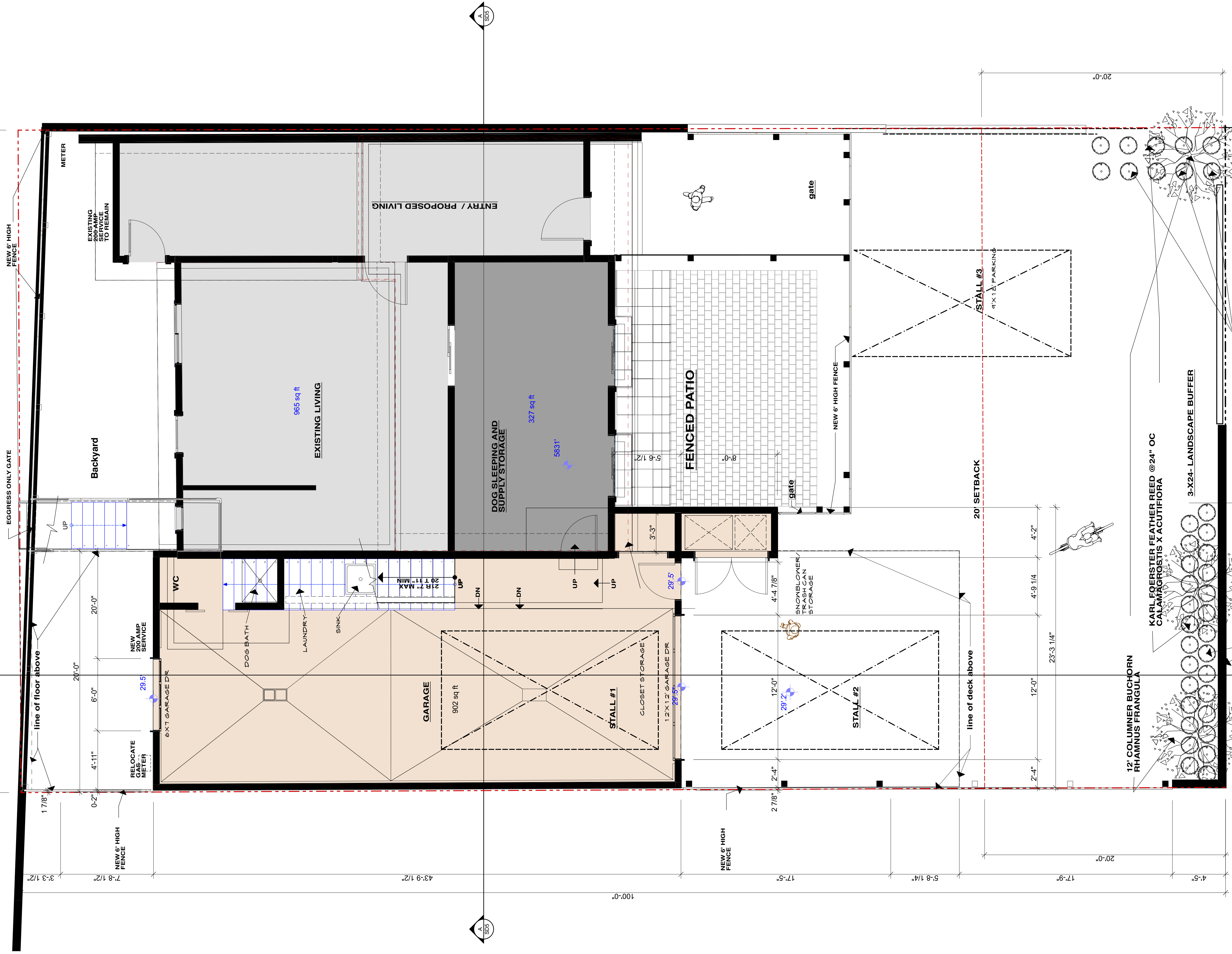
JOB NO. 004  
 PROJ. MGR. M BLASH  
 DRAWN BY M BLASH  
 CHECKED BY M BLASH

GENERAL NOTES

ISSUED: 2-9-22  
 REVISED: 4-20-22  
 REVISED: 5-11-22

REVISED:  
 REVISED:  
 REVISED:  
 REVISED:  
 REVISED:  
 REVISED:  
 SHEET TITLE

A2



SITE PLAN

1/4" = 1'-0"



COOPER Lighting Solutions

Brands: Halo Commercial

HCC4 LED 4" Cylinder Downlight Series

- Lumens: 1,000, 1,500 and 2,000
- 4 color temperatures: 2700K, 3000K, 3500K, 4000K CCT, CRI: 80 or 90
- Distributions: Precision-formed reflectors in Narrow, Medium and Wide
- Wall wash distribution with exclusive rotatable linear spread lens
- Specular, Semi-Specular and White reflectors, Black or White baffles
- Cylinder colors: Matte White, Matte Black, Bronze and Silver
- Universal Voltage 120V - 277V, 0-10V analog dimming down to 1%
- Mounting: wall, surface, pendant and aircraft cable
- L70 at 50,000 hours (70% lumen maintenance at 50,000 hours)

Sconce lighting at new addition 6'

COOPER Lighting Solutions

Brands: Halo Commercial

PR8 LED 8" SeleCCTable™ Downlight Series

- 8" aperture new construction/remodel, retrofit and surface downlights
- Choose from 2 shallow lensed modules: Low Lumen or High Lumen
- Lumens: 1,000, 1,500, 2,000, 3,000, 4,000 options, ordered separately
- 3 selectable color temperatures: 3000K, 3500K and 4000K, CRI: 80
- Distributions: Medium and Wide interchangeable lens options
- Retrofits 7", 8" and 9" housings, Wall wash accessory kit option
- Colors: Matte White, Matte Black and Matte Metallic Silver finishes
- Universal Voltage 120V - 277V, 0-10V dimming down to 1%
- Retrofit 12" housings with PR8R12RING accessory retrofit collar
- Connected lighting and emergency options (factory and field installed)

RECESSED DOWNLIGHT

**GARAGE/STORAGE / DOG CLEANING**

**LIVING**

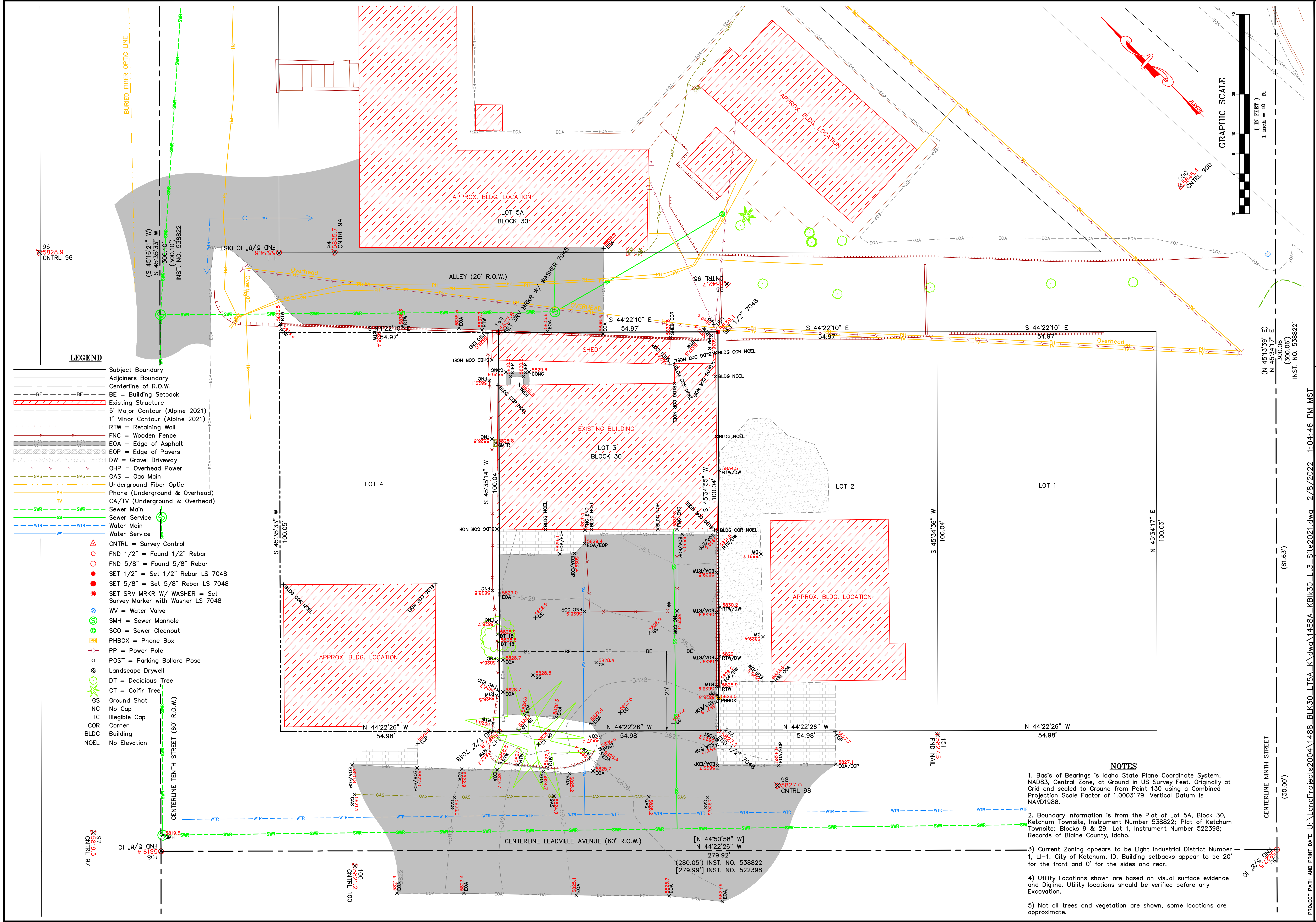
**DOG SLEEPING/ STORAGE/ FEEDING / OFFICE**

JOB NO. 004  
 PROJ. MGR. M BLASH  
 DRAWN BY M BLASH  
 CHECKED BY M BLASH

GENERAL NOTES

ISSUED: 2-9-22  
 REVISED: 4-20-22  
 REVISED: 5-11-22

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 REVISED:  
 SHEET TITLE



**LEGEND**

- Subject Boundary
- Adjoiners Boundary
- Centerline of R.O.W.
- BE = Building Setback
- Existing Structure
- 5' Major Contour (Alpine 2021)
- 1' Minor Contour (Alpine 2021)
- RTW = Retaining Wall
- FNC = Wooden Fence
- EOA = Edge of Asphalt
- EOP = Edge of Pavers
- DW = Gravel Driveway
- OHP = Overhead Power
- GAS = Gas Main
- Underground Fiber Optic
- Phone (Underground & Overhead)
- CA/TV (Underground & Overhead)
- SWR = Sewer Main
- SS = Sewer Service
- WTR = Water Main
- WS = Water Service
- △ CNTRL = Survey Control
- FND 1/2" = Found 1/2" Rebar
- FND 5/8" = Found 5/8" Rebar
- SET 1/2" = Set 1/2" Rebar LS 7048
- SET 5/8" = Set 5/8" Rebar LS 7048
- SET SRV MRKR W/ WASHER = Set Survey Marker with Washer LS 7048
- ⊗ WV = Water Valve
- ⊙ SMH = Sewer Manhole
- ⊙ SCO = Sewer Cleanout
- ⊙ PHBOX = Phone Box
- ⊙ PP = Power Pole
- POST = Parking Bollard Pose
- ⊗ Landscape Drywell
- ⊙ DT = Deciduous Tree
- ⊙ CT = Coifir Tree
- ⊙ GS = Ground Shot
- ⊙ NC = No Cap
- ⊙ IC = Illegible Cap
- ⊙ COR = Corner
- ⊙ BLDG = Building
- ⊙ NOEL = No Elevation

**NOTES**

1. Basis of Bearings is Idaho State Plane Coordinate System, NAD83, Central Zone, at Ground in US Survey Feet. Originally at Grid and scaled to Ground from Point 130 using a Combined Projection Scale Factor of 1.0003179. Vertical Datum is NAVD1988.
2. Boundary Information is from the Plat of Lot 5A, Block 30, Ketchum Townsite, Instrument Number 538822; Plat of Ketchum Townsite: Blocks 9 & 29: Lot 1, Instrument Number 522398; Records of Blaine County, Idaho.
- 3) Current Zoning appears to be Light Industrial District Number 1, LI-1. City of Ketchum, ID. Building setbacks appear to be 20' for the front and 0' for the sides and rear.
- 4) Utility Locations shown are based on visual surface evidence and Digline. Utility locations should be verified before any Excavation.
- 5) Not all trees and vegetation are shown, some locations are approximate.



PROJECT PATH AND PRINT DATE U:\LandProjects\2004\1488\_BLK30\_LT5A\_K.dwg\1488A\_KBlk30\_LT3\_Site2021.dwg 2/8/2022 1:04:46 PM MST

A SITE SURVEY SHOWING  
**LOT 3, BLK 30, KETCHUM TOWNSITE**  
WITHIN S13, T.4N., R.17E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
PREPARED FOR AMY MARTIN

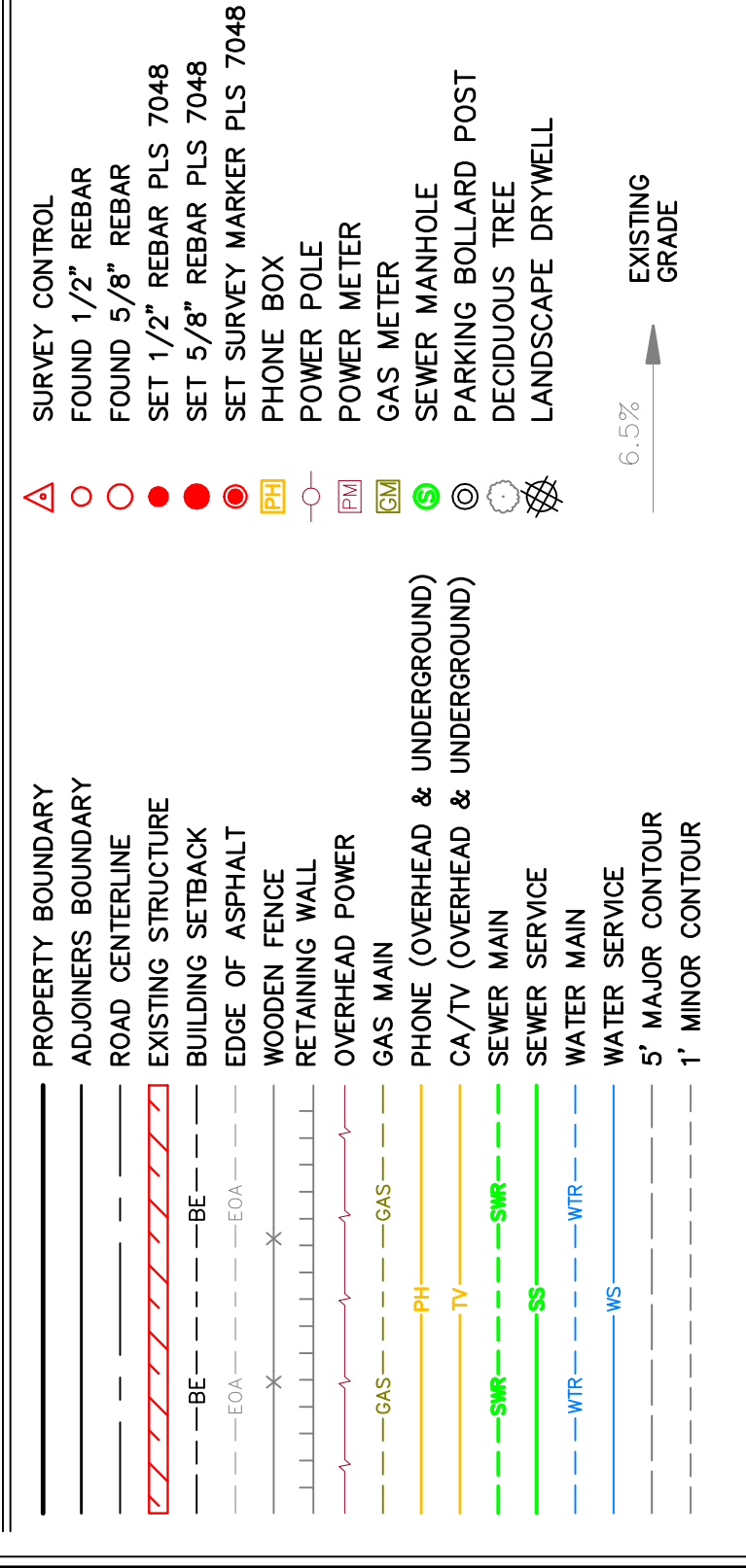
Alpine Enterprises Inc.  
Surveying, Mapping, and Natural Hazards Consulting  
P.O. Box 20357, Ketchum, ID 83340 USA  
(208) 727-1986  
email: bsrsmith@alpineenterprisesinc.com

NO	DATE	BY	REVISIONS

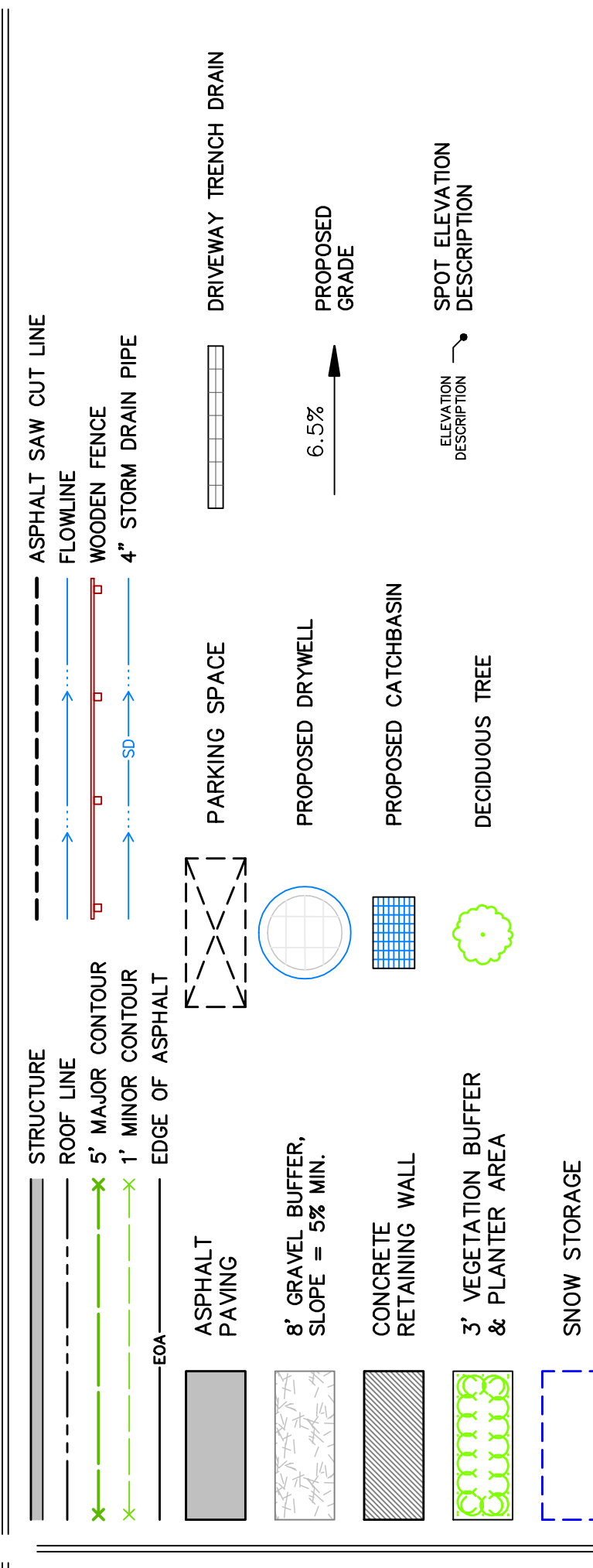
(81.63')  
(30.00')

Sheet 1 of 1

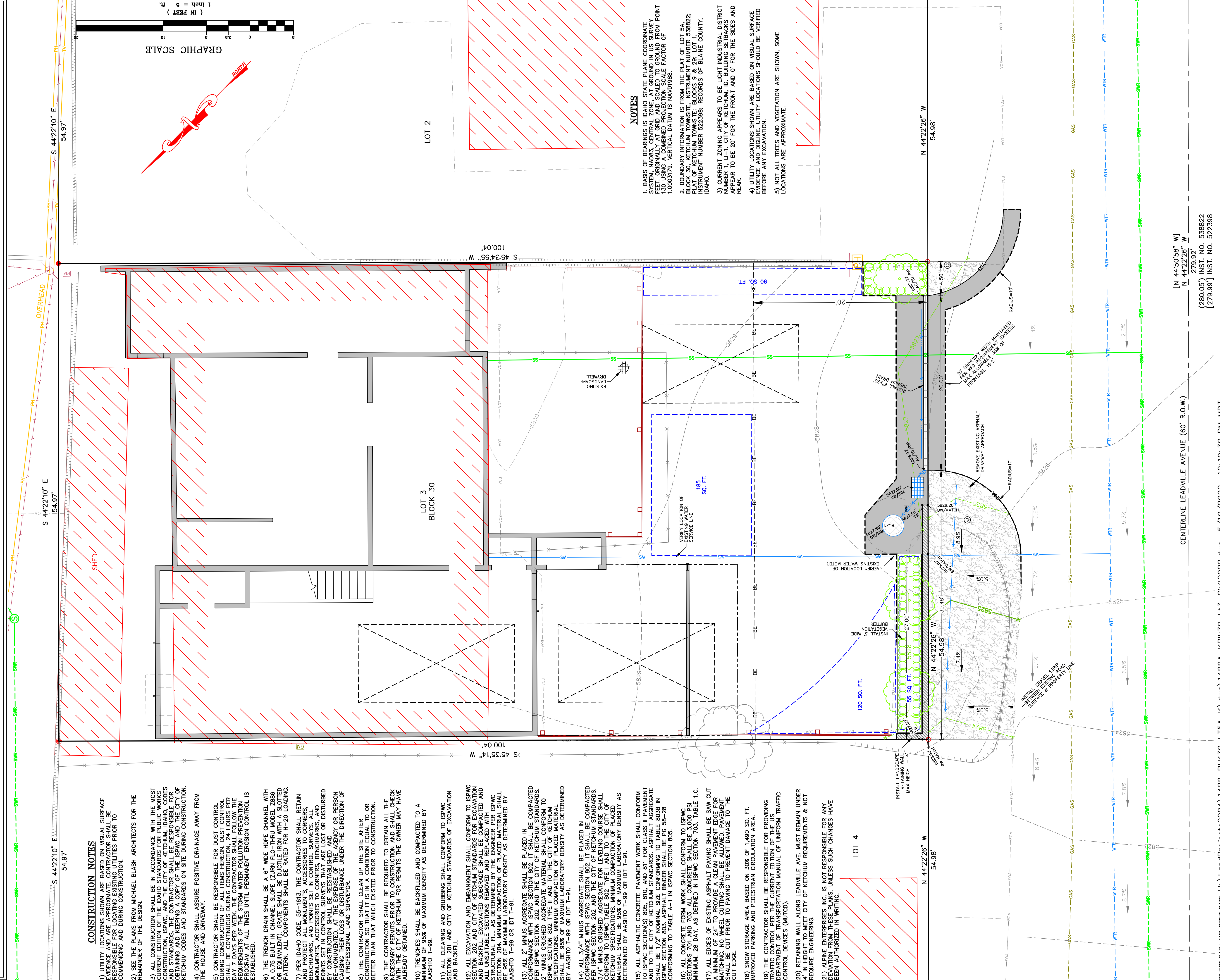
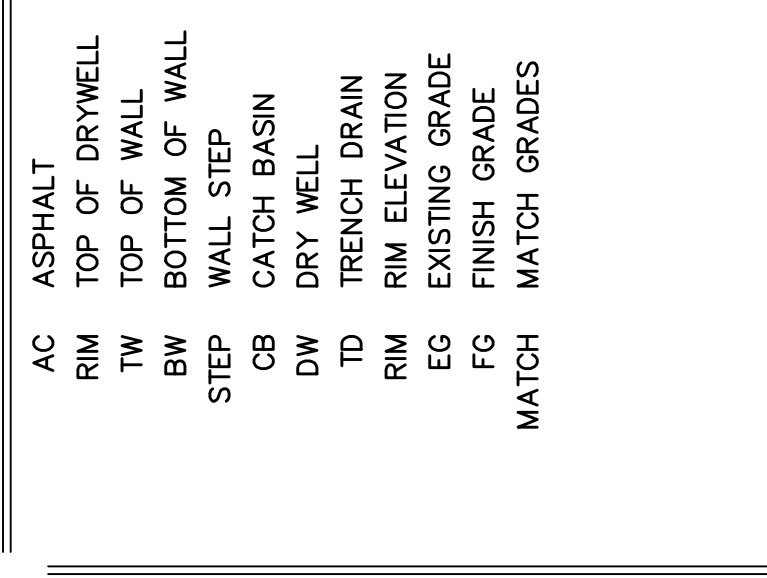
**EXISTING**



**PROPOSED**



**ABBREVIATIONS**

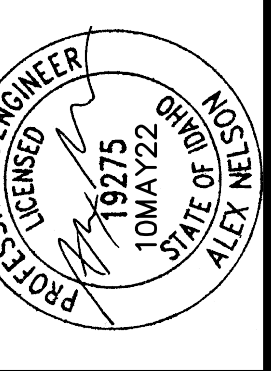


**CONSTRUCTION NOTES**

- 1) UTILITY LOCATIONS SHOWN ARE BASED ON VISUAL SURFACE EVIDENCE AND ARE APPROXIMATE. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING EXISTING UTILITIES PRIOR TO COMMENCING AND DURING CONSTRUCTION.
- 2) SEE THE PLANS FROM MICHAEL BLASH ARCHITECTS FOR THE REMAINDER OF THE DESIGN.
- 3) ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE MOST CURRENT EDITION OF THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION, ISPMC, AND THE CITY OF KETCHUM, IDAHO, CODES AND STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE LATEST EDITIONS OF THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION, ISPMC, AND THE CITY OF KETCHUM, IDAHO, CODES AND STANDARDS ON SITE DURING CONSTRUCTION.
- 4) CONTRACTOR SHALL ASSURE POSITIVE DRAINAGE AWAY FROM THE HOUSE AND DRIVEWAY.
- 5) CONTRACTOR SHALL BE RESPONSIBLE FOR DUST CONTROL DURING CONSTRUCTION OF ALL ITEMS HEREON. DUST CONTROL SHALL BE MAINTAINED AT ALL TIMES. THE CONTRACTOR SHALL FOLLOW THE REQUIREMENTS OF THE STORM WATER POLLUTION PREVENTION PROGRAM AT ALL TIMES UNTIL PERMANENT EROSION CONTROL IS ESTABLISHED.
- 6) THE TRENCH DRAIN SHALL BE A 6" WIDE HDPE CHANNEL WITH A 0.75 BUILT IN CHANNEL SLOPE (ZURN FLO-THRU MODEL Z886 OR EQUIVALENT). GRATE SHALL BE DUCTILE IRON WITH A SLOTTED PATTERN. ALL COMPONENTS SHALL BE RATED FOR H-20 LOADING.
- 7) PER IDAHO CODE, 55-1613, THE CONTRACTOR SHALL RETAIN AND PROTECT ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS, AND POINTS SET IN CONTROL SURVEYS. ALL POINTS SET IN CONTROL SURVEYS THAT ARE LOST OR DISTURBED BY CONSTRUCTION SHALL BE REESTABLISHED AND REVISIONS NOTED AT THE EXPENSE OF THE AGENCY OR PERSON RESPONSIBLE FOR THE LOSS OR DAMAGE UNDER THE DIRECTION OF A PROFESSIONAL LAND SURVEYOR.
- 8) THE CONTRACTOR SHALL CLEAN UP THE SITE AFTER THE COMPLETION OF CONSTRUCTION. THE SITE SHALL BE LEFT IN BETTER THAN THAT WHICH EXISTED PRIOR TO CONSTRUCTION.
- 9) THE CONTRACTOR SHALL BE REQUIRED TO OBTAIN ALL THE NECESSARY PERMITS FROM THE CITY OF KETCHUM AND IF NECESSARY WITH THE CITY OF KETCHUM FOR PERMITS THE OWNER MAY HAVE ALREADY OBTAINED.
- 10) TRENCHES SHALL BE BACKFILLED AND COMPACTED TO A MINIMUM OF 95% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T-99.
- 11) ALL CLEARING AND GRUBBING SHALL CONFORM TO ISPMC AND CITY OF KETCHUM STANDARDS OF EXCAVATION AND BACKFILL.
- 12) ALL EXCAVATION AND EMBANKMENT SHALL CONFORM TO ISPMC AND CITY OF KETCHUM STANDARDS. ALL EXCAVATION AND BACKFILL EXCAVATED SURFACE SHALL BE COMPACTED AND ALL UNSUITABLE MATERIALS REMOVED AND REPLACED WITH STRUCTURAL FILL AS DETERMINED BY THE ENGINEER PER ISPMC AND CITY OF KETCHUM STANDARDS. ALL EXCAVATION SHALL BE 95% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99 OR ID T-91.
- 13) ALL 2" MINUS AGGREGATE SHALL BE PLACED IN CONFORMANCE WITH ISPMC SECTION 802. IT SHALL BE COMPACTED PER ISPMC SECTION 202 AND THE CITY OF KETCHUM STANDARDS.
- 14) ALL 3/4" MINUS AGGREGATE MATERIAL SHALL CONFORM TO ISPMC SECTION 802 AND THE CITY OF KETCHUM STANDARDS. ALL 3/4" MINUS AGGREGATE SHALL BE PLACED IN CONFORMANCE WITH ISPMC SECTION 202 AND THE CITY OF KETCHUM STANDARDS. ALL 3/4" MINUS AGGREGATE FOR LEVELING COURSE SHALL BE PLACED IN CONFORMANCE WITH ISPMC SECTION 202 AND THE CITY OF KETCHUM STANDARDS. ALL 3/4" MINUS AGGREGATE FOR PLACED MATERIAL SHALL BE 95% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99 OR ID T-91.
- 15) ALL ASPHALTIC CONCRETE PAVEMENT WORK SHALL CONFORM TO ISPMC SECTIONS 805, 810, AND 811 FOR CLASS II PAVEMENT AND TO THE CITY OF KETCHUM STANDARDS. ASPHALT AGGREGATE SHALL BE 1/2" NOMINAL SIZE CONFORMING TO TABLE 803B IN ISPMC SECTION 805 AND TO THE CITY OF KETCHUM STANDARDS CONFORMING TO TABLE 4-1 IN ISPMC SECTION 805.
- 16) ALL CONCRETE FORM WORK SHALL CONFORM TO ISPMC SECTIONS 704 AND 705. ALL CONCRETE SHALL BE 3,000 PSI MINIMUM, 28 DAY, AS DEFINED IN ISPMC SECTION 705, TABLE 1.C.
- 17) ALL EDGES OF EXISTING ASPHALT PAVING SHALL BE SAW CUT A MINIMUM OF 24" TO PROVIDE A CLEAN PAVEMENT EDGE FOR THE NEW PAVEMENT. THE PAVEMENT SHALL BE CUT PRIOR TO PAVING TO PREVENT DAMAGE TO THE CUT EDGE.
- 18) SNOW STORAGE AREA BASED ON 20% OF 1,480 SQ. FT. IMPROVED PAVING AND PEDESTRIAN CIRCULATION AREA.
- 19) THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING TRAFFIC CONTROL PER THE CURRENT EDITION OF THE US DEPARTMENT OF TRANSPORTATION MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
- 20) RETAINING WALL ALONG LEADVILLE AVE. MUST REMAIN UNDER 4' IN HEIGHT TO MEET CITY OF KETCHUM REQUIREMENTS & NOT REQUIRE ENGINEERING.
- 21) ALPINE ENTERPRISES INC. IS NOT RESPONSIBLE FOR ANY DEVIATION FROM THESE PLANS, UNLESS SUCH CHANGES HAVE BEEN AUTHORIZED IN WRITING.

- NOTES**
1. BASIS OF BEARINGS IS IDAHO STATE PLANE COORDINATE SYSTEM, NAD83, CENTRAL ZONE, AT GROUND IN US SURVEY FEET, ORIGINALLY AT GRID AND SCALED TO GROUND FROM POINT TO POINT USING A SCALING FACTOR OF 1.0003178. VERTICAL DATUM IS NAVD1988.
  2. BOUNDARY INFORMATION IS FROM THE PLAT OF LOT 5A, BLOCK 30, LOT 30, SUBDIVISION 1, BLOCKS 28 & 29, LOT 30, PLAT OF KETCHUM TOWNSITE, BLOCKS 28 & 29, LOT 30, INSTRUMENT NUMBER 522398, RECORDS OF BLAINE COUNTY, IDAHO.
  - 3) CURRENT ZONING APPEARS TO BE LIGHT INDUSTRIAL DISTRICT NUMBER 1, U-1, CITY OF KETCHUM, ID. BUILDING SETBACKS APPEAR TO BE 20' FOR THE FRONT AND 0' FOR THE SIDES AND REAR.
  - 4) UTILITY LOCATIONS SHOWN ARE BASED ON VISUAL SURFACE EVIDENCE AND DIGLINE. UTILITY LOCATIONS SHOULD BE VERIFIED BEFORE ANY EXCAVATION.
  - 5) NOT ALL TREES AND VEGETATION ARE SHOWN, SOME LOCATIONS ARE APPROXIMATE.

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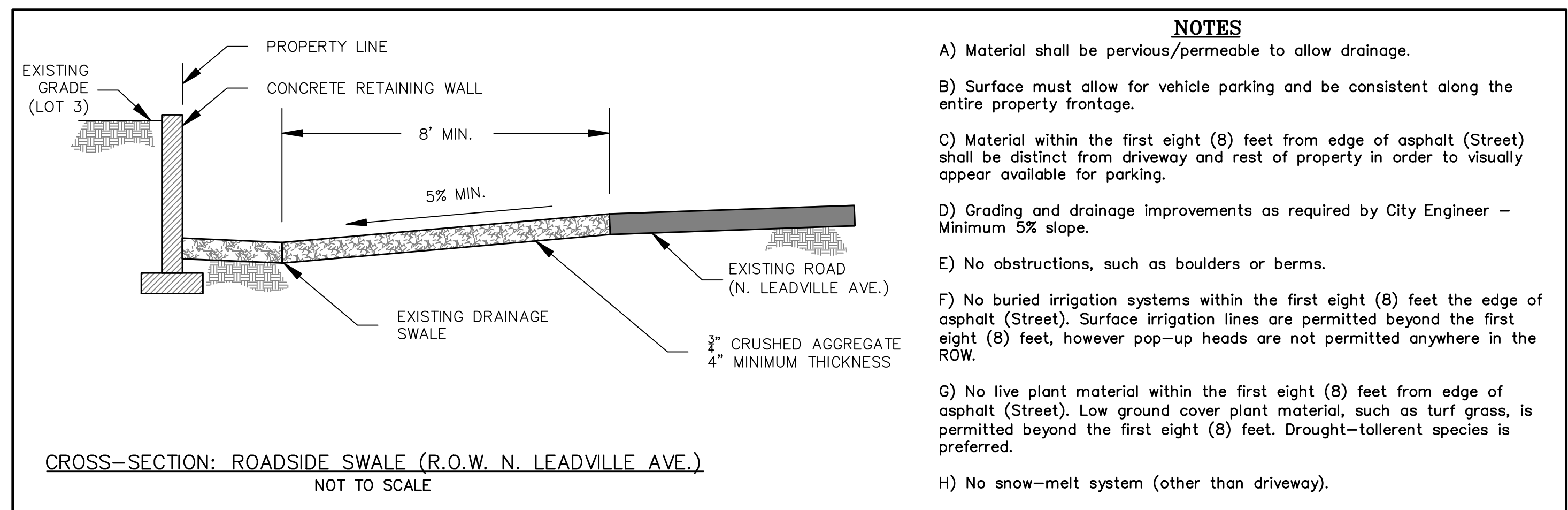
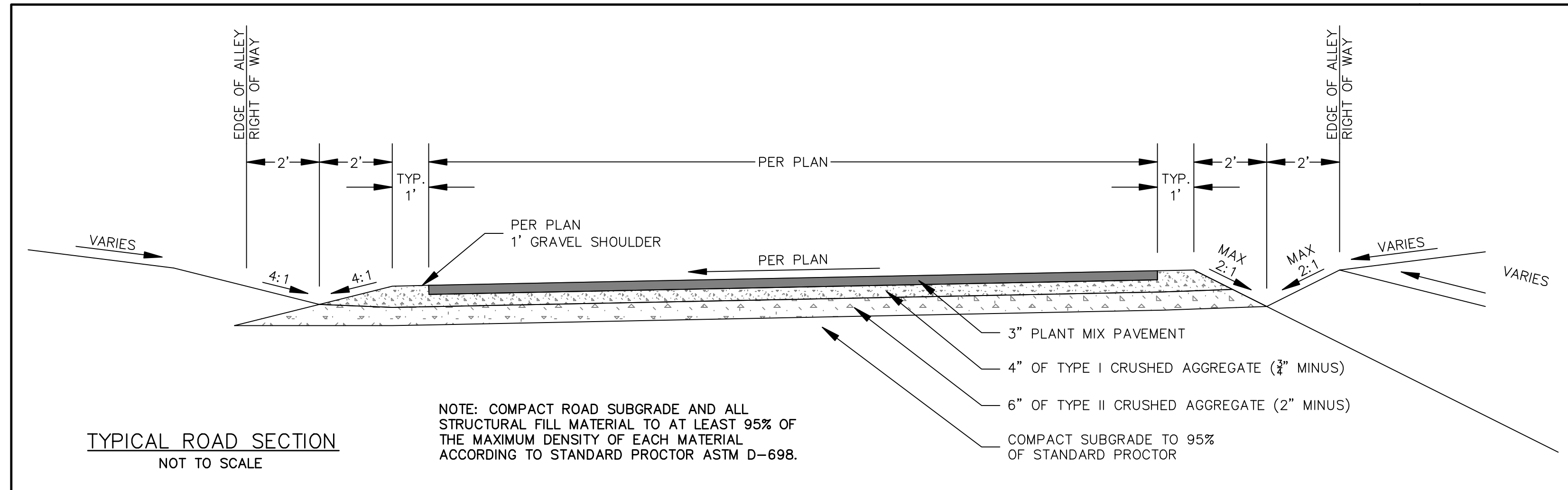
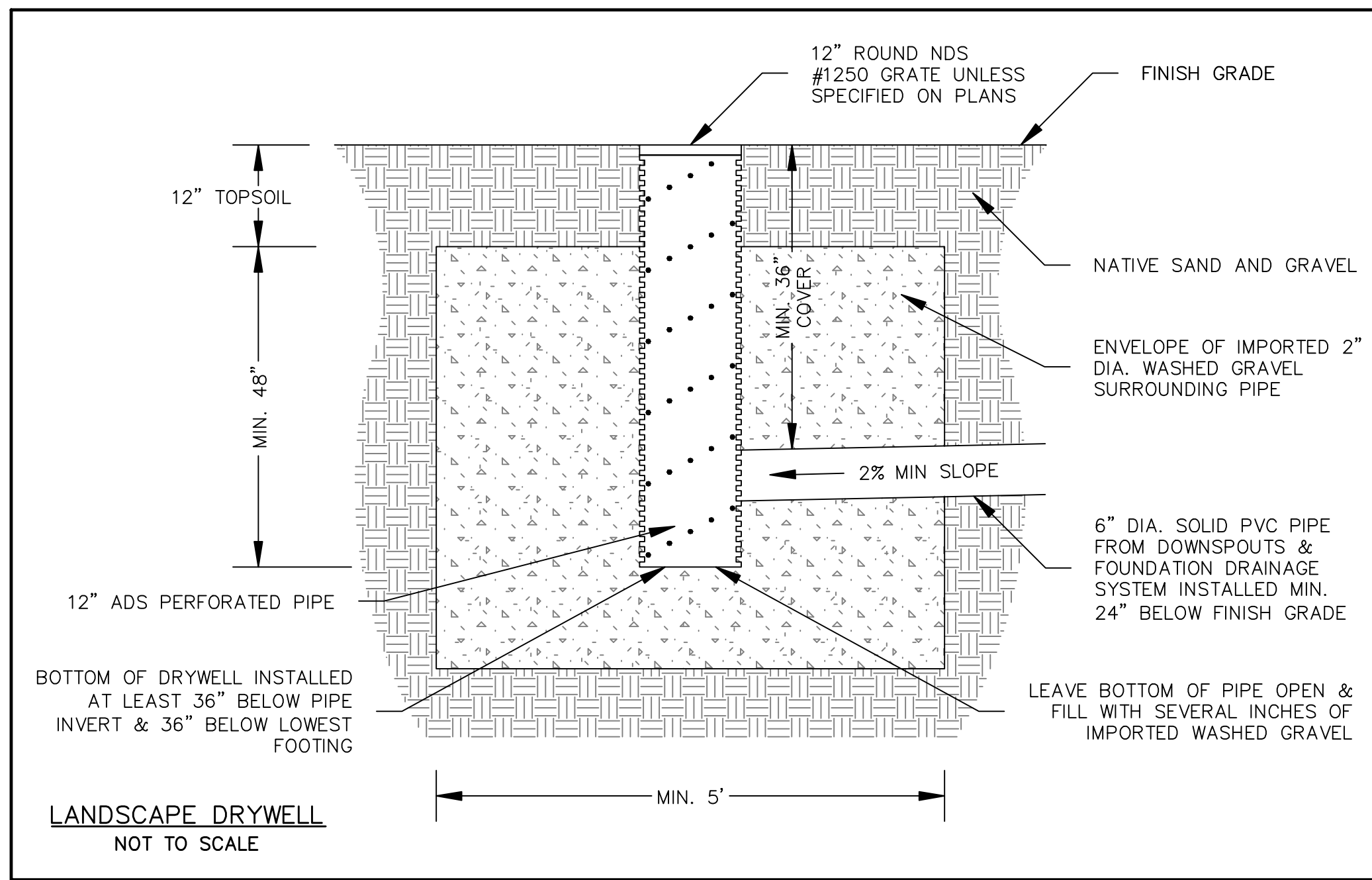
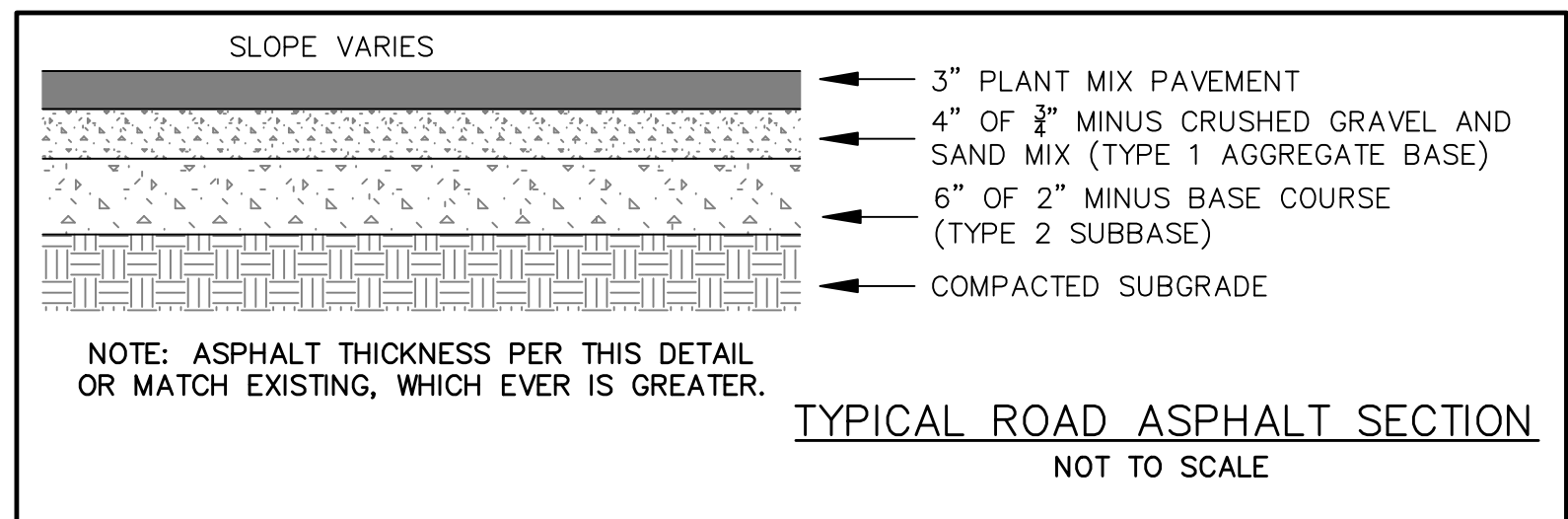
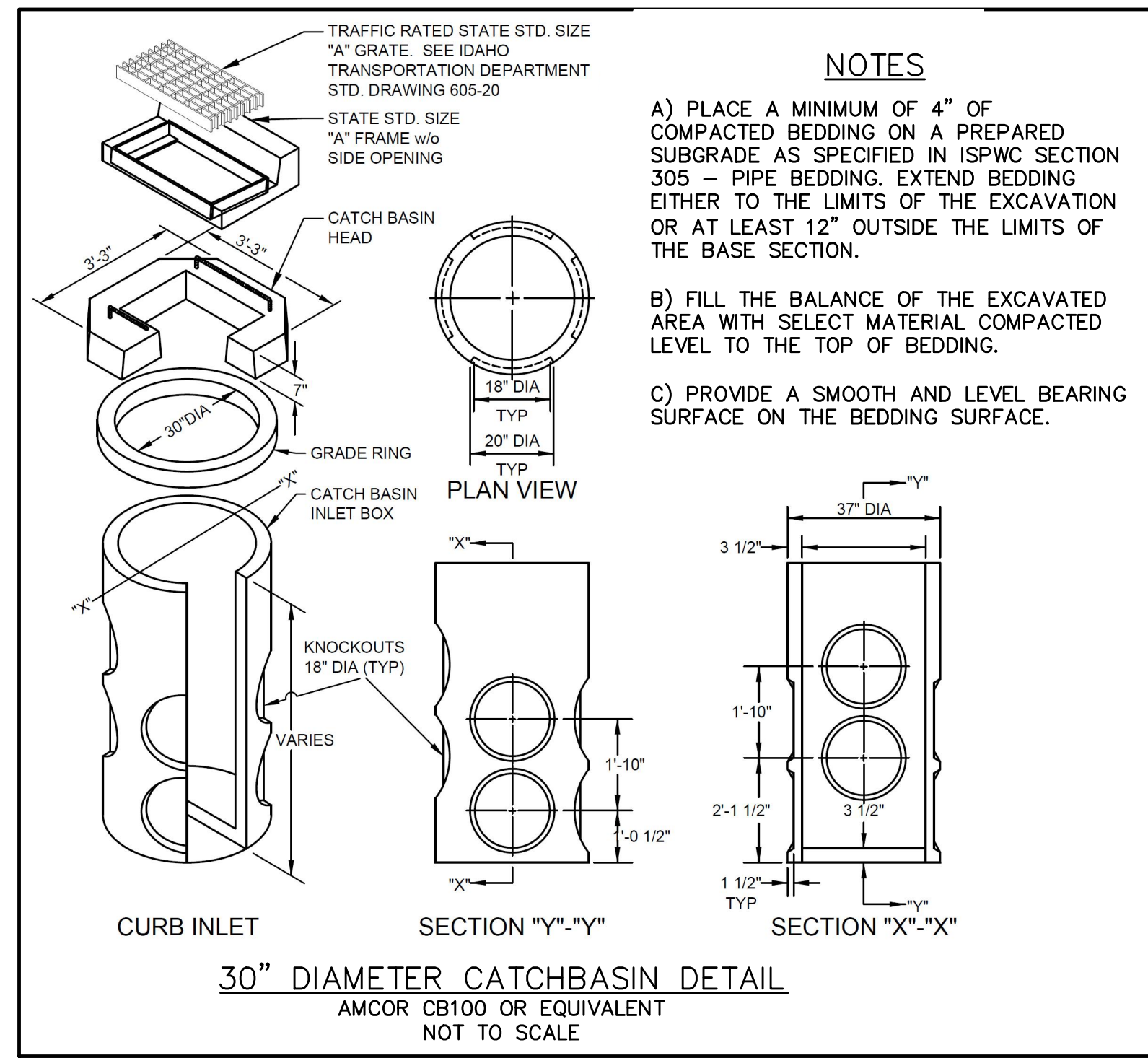
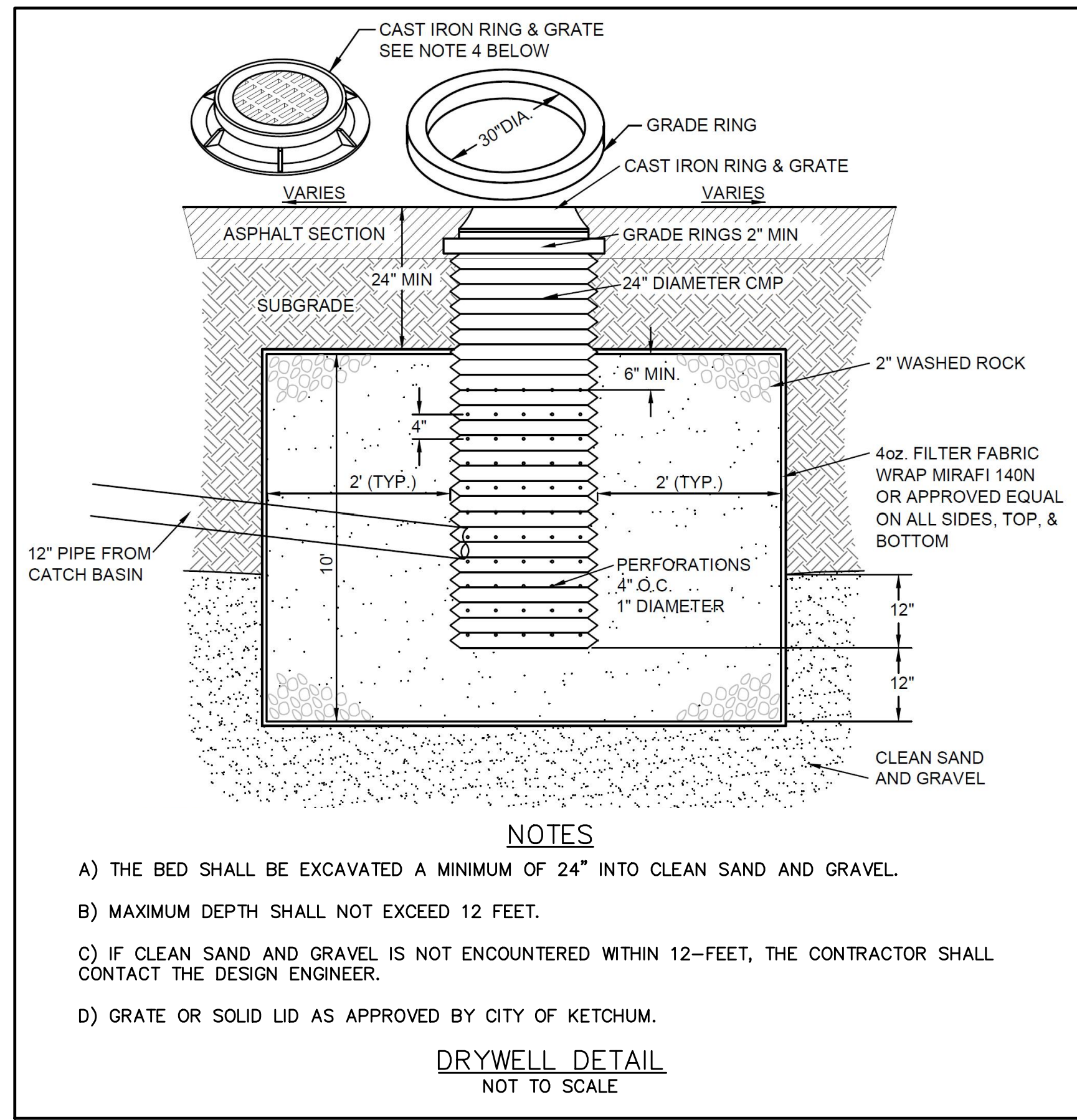


**Alpine Enterprises Inc.**  
 Surveying, Mapping, Civil Engineering,  
 and Natural Hazards Consulting  
 660 Bell Dr., Unit 3349 USA  
 P.O. Box 2037, Ketchum, ID 83340  
 email: barnith@alpineenterprisesinc.com

**A ROW ENCROACHMENT PLAN**  
 LOT 3, BLK 30, KETCHUM TOWNSITE  
 WITHIN S13, T.4N., R.17E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
 PREPARED FOR AMY MARTIN

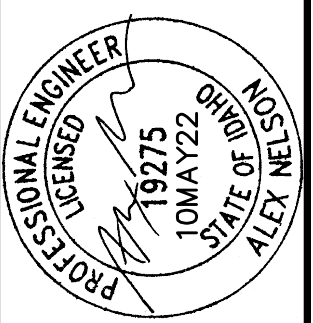
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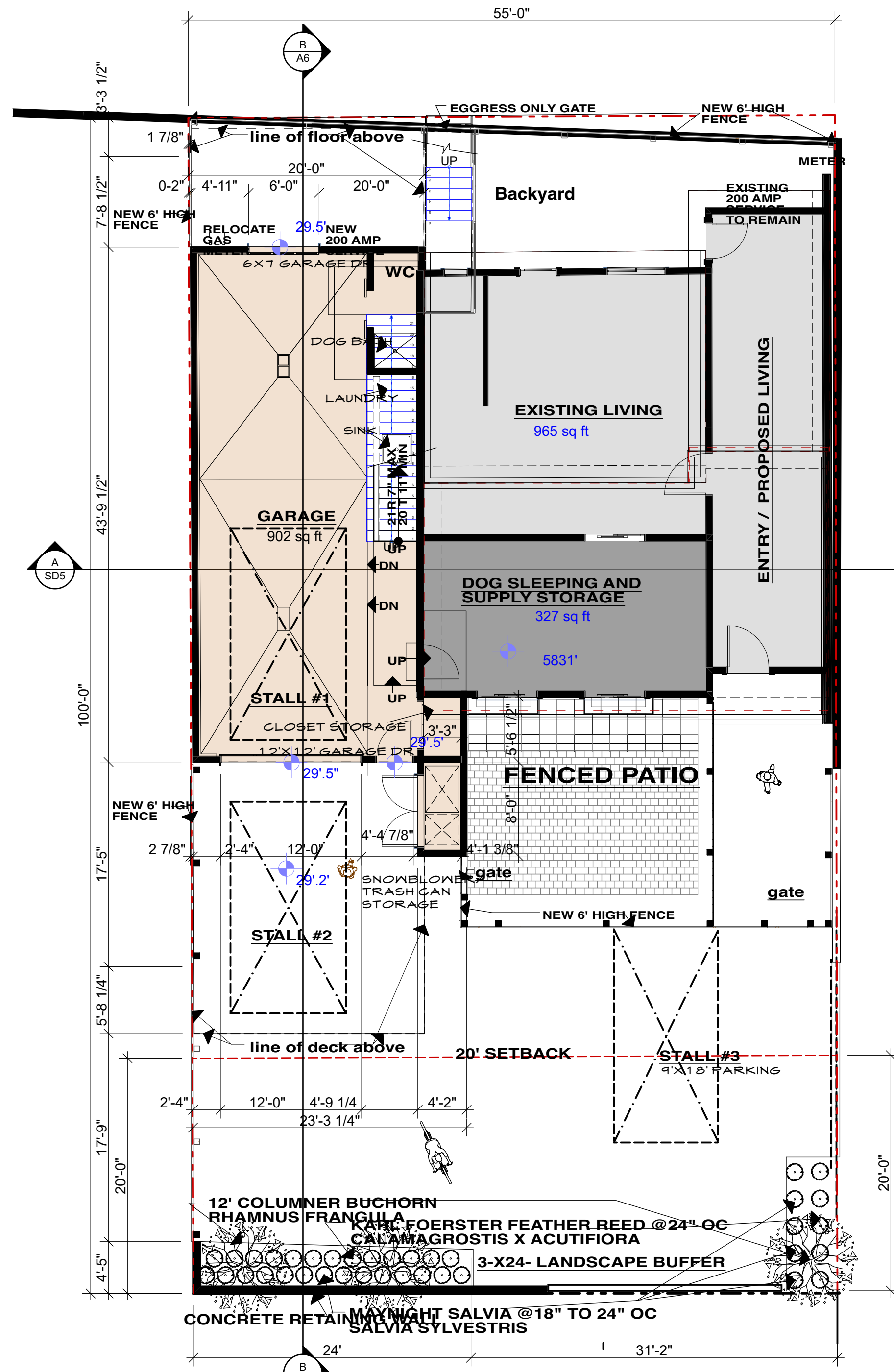
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Alpine Enterprises Inc.  
Surveying, Mapping, Civil Engineering,  
and Natural Hazards Consulting  
660 Bell Dr., Unit 1  
P.O. Box 2037, Ketchum, ID 83340 USA  
(208) 727-1808  
email: bsmith@alpineent.com

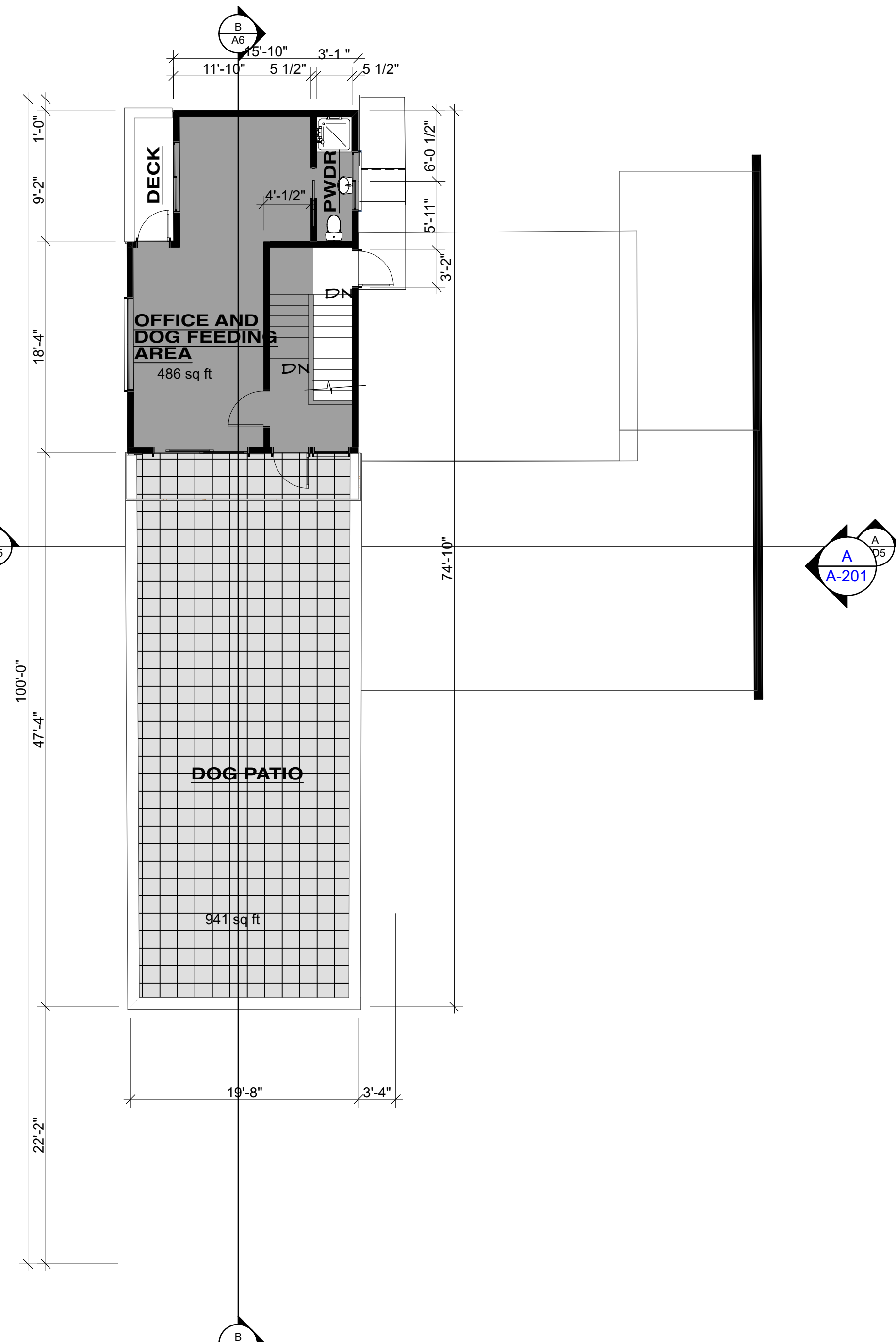


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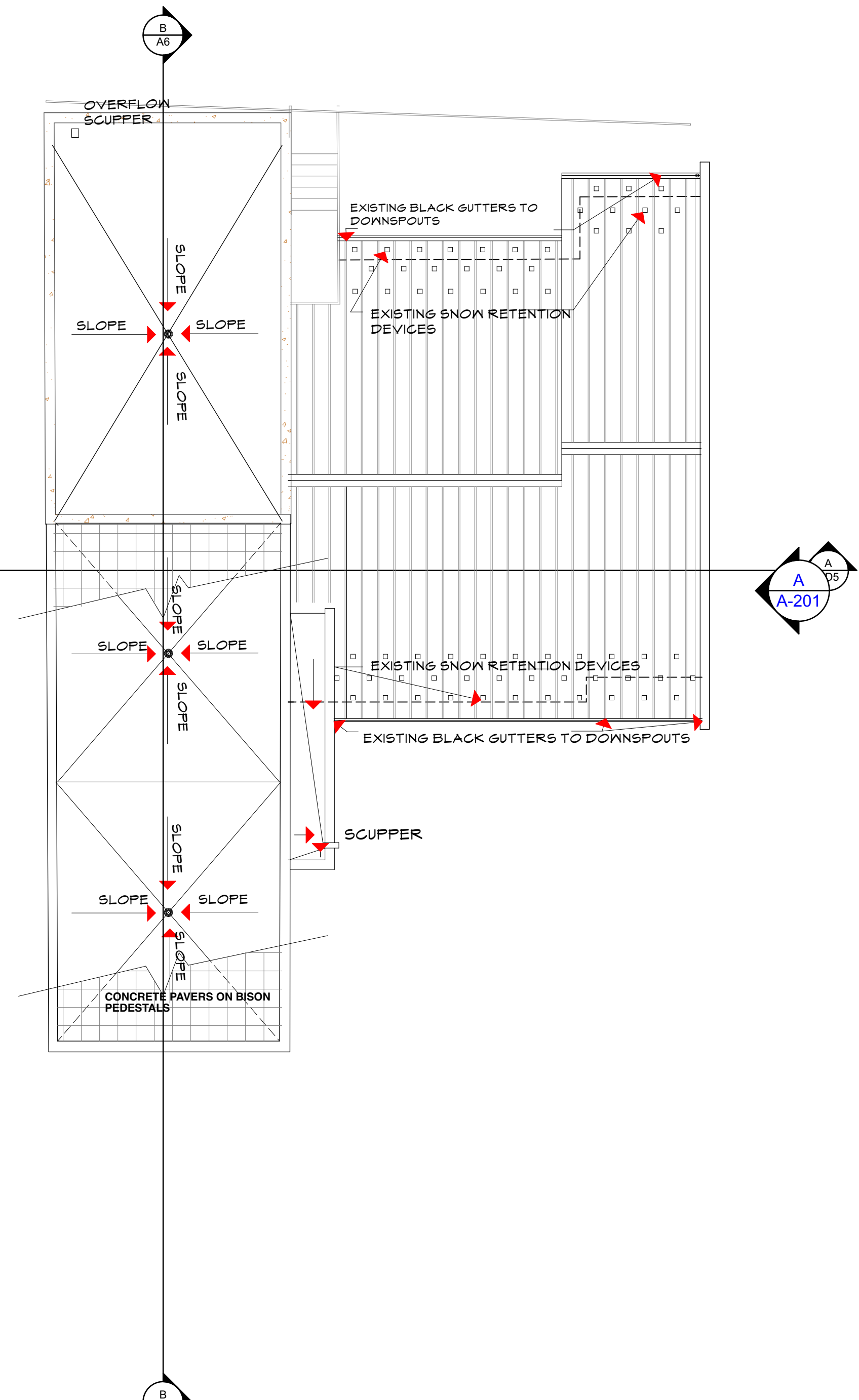
A ROW ENCROACHMENT PLAN  
LOT 3, BLK 30, KETCHUM TOWNSITE  
WITHIN S13, T.4N., R.17E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
PREPARED FOR AMY MARTIN



FIRST LEVEL PLAN 1/8" = 1'-0"



SECOND LEVEL PLAN 1/8" = 1'-0"



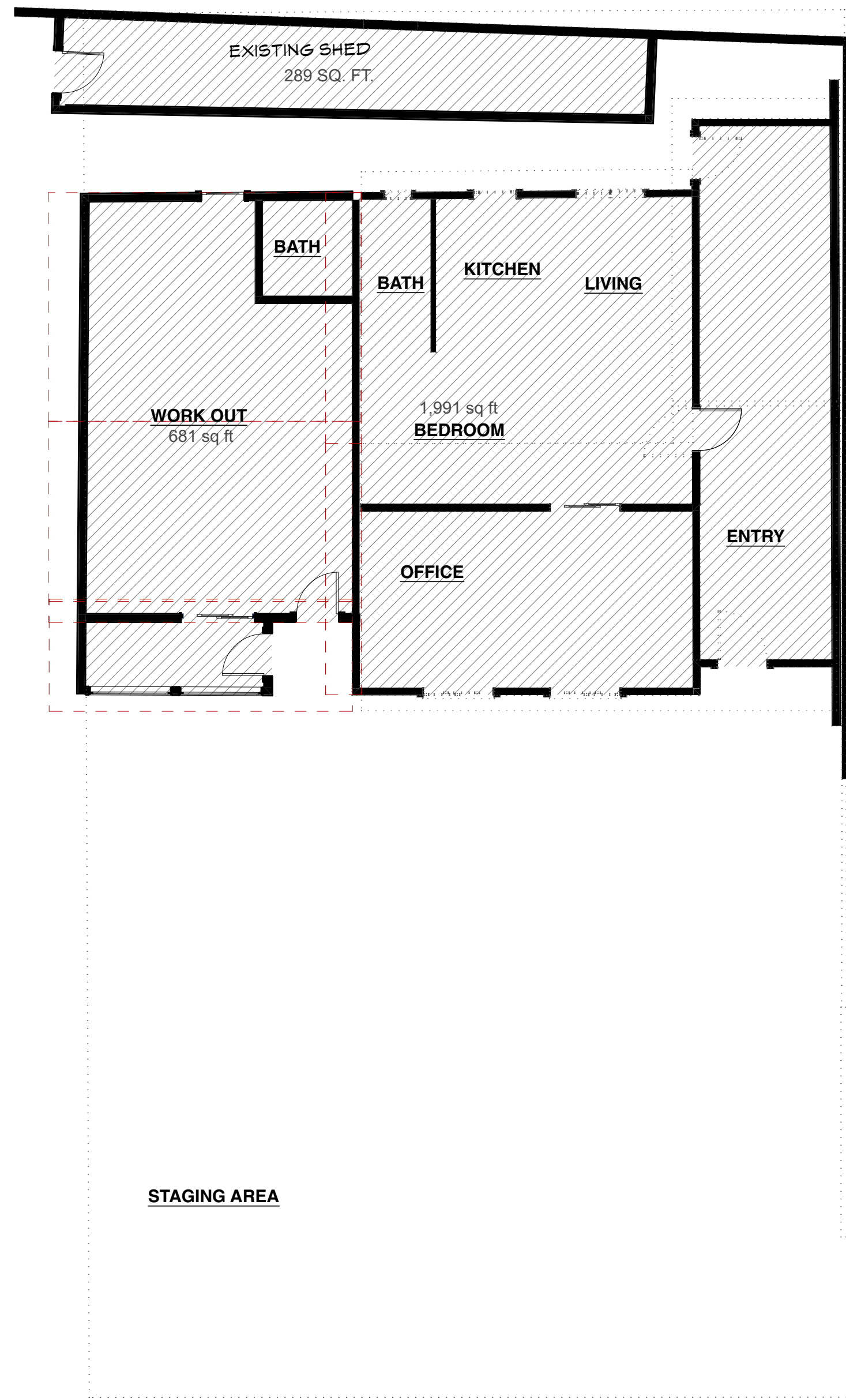
ROOF PLAN 1/8" = 1'-0"

- GARAGE/STORAGE / DOG CLEANING**
- LIVING**
- DOG SLEEPING/ STORAGE/ FEEDING / OFFICE**

JOB NO. 004  
 PROJ. MGR. M BLASH  
 DRAWN BY M BLASH  
 CHECKED BY M BLASH

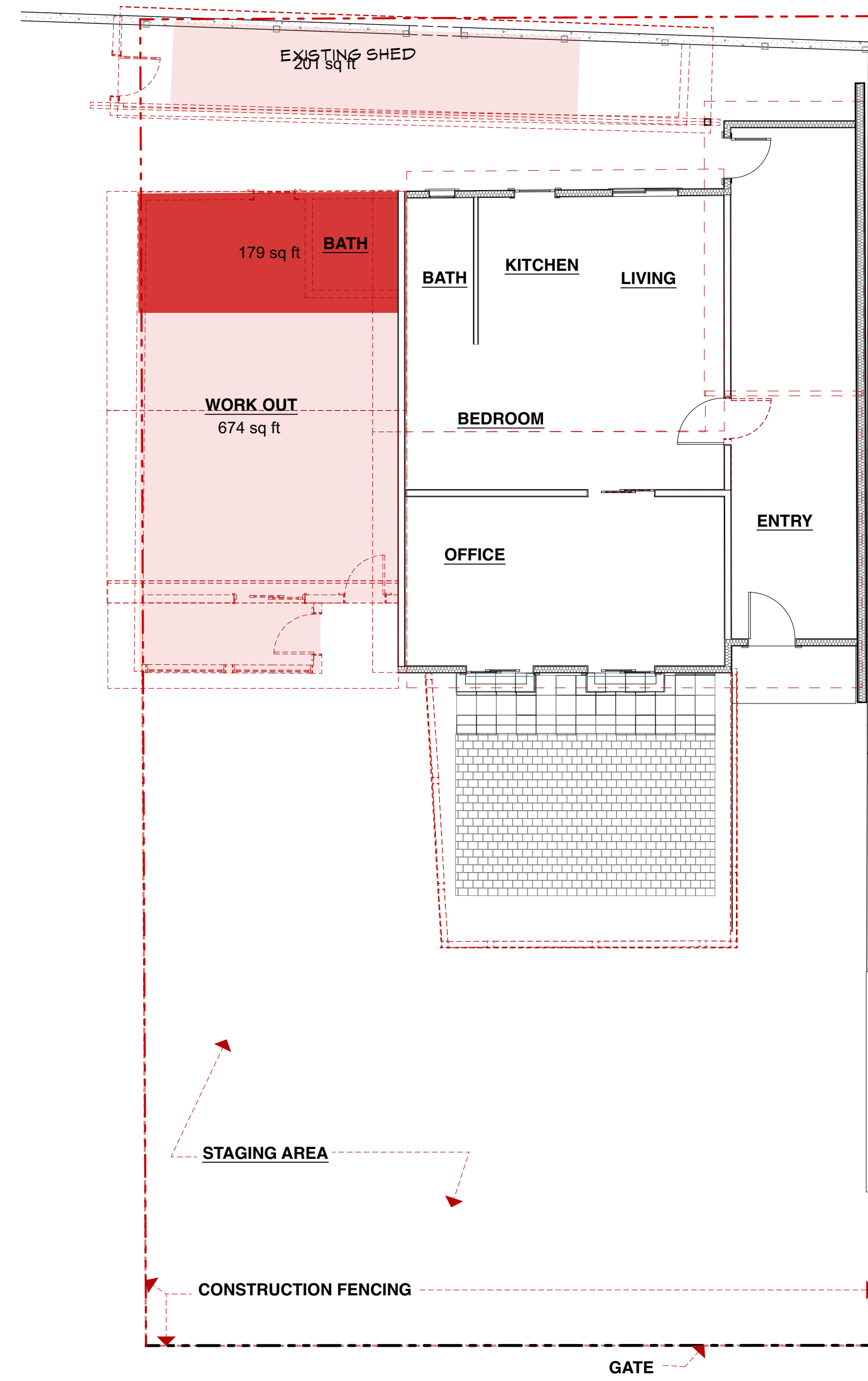
GENERAL NOTES

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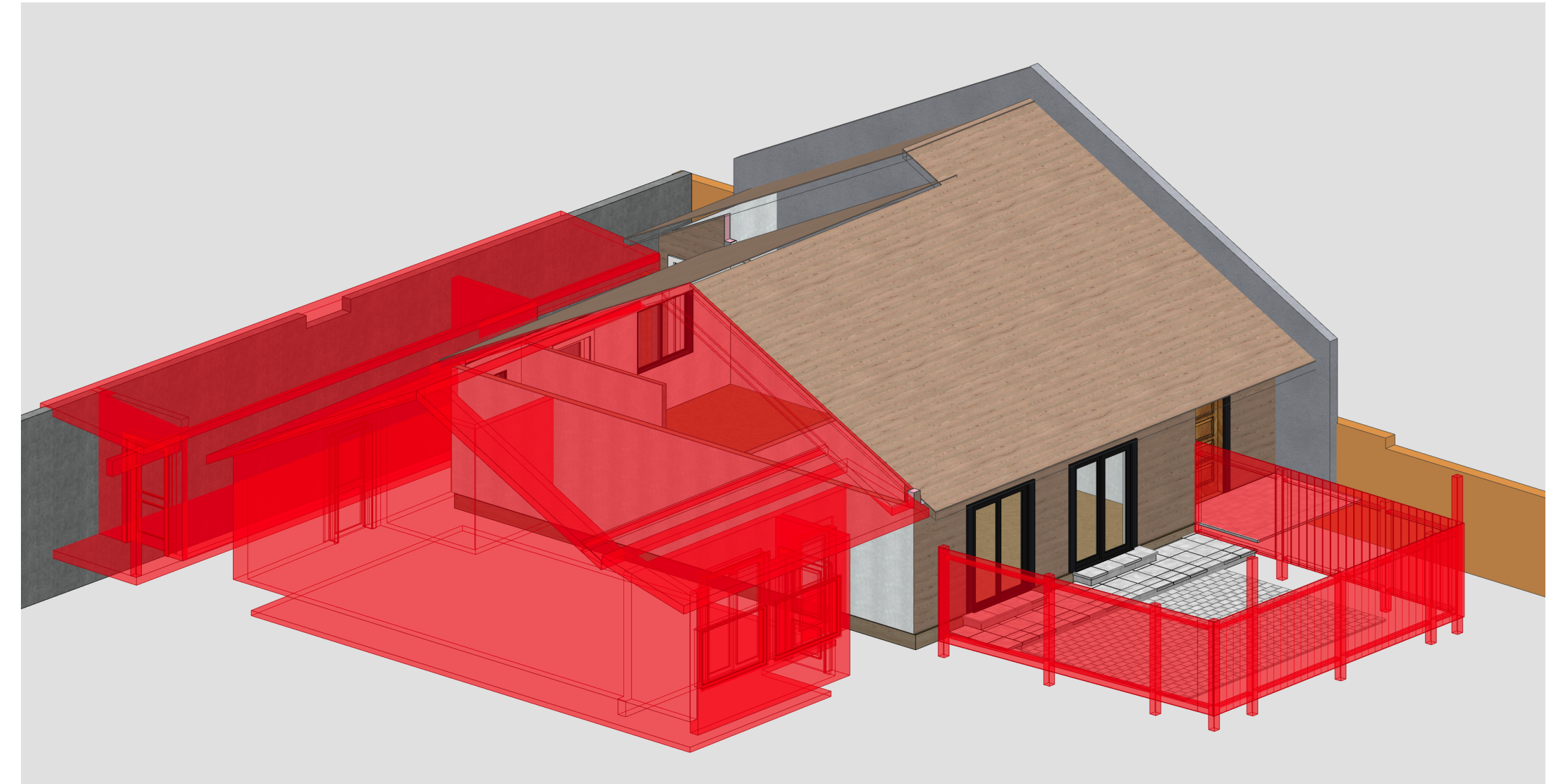
**EXISTING PLAN**

1/8" = 1'-0"

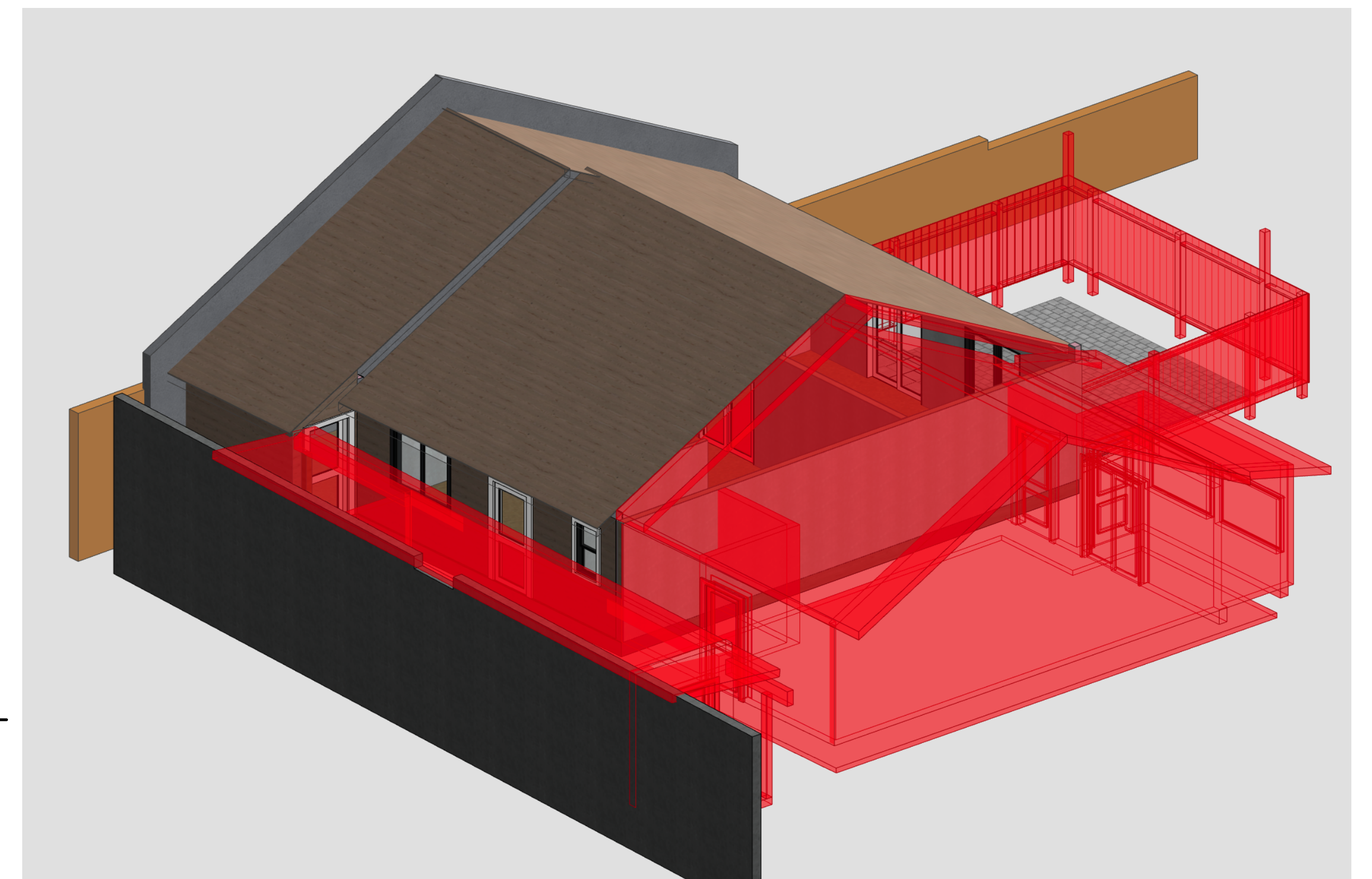


**DEMOLITION PLAN**

1/8" = 1'-0"



**DEMO NW VIEW**



**DEMO NE VIEW**

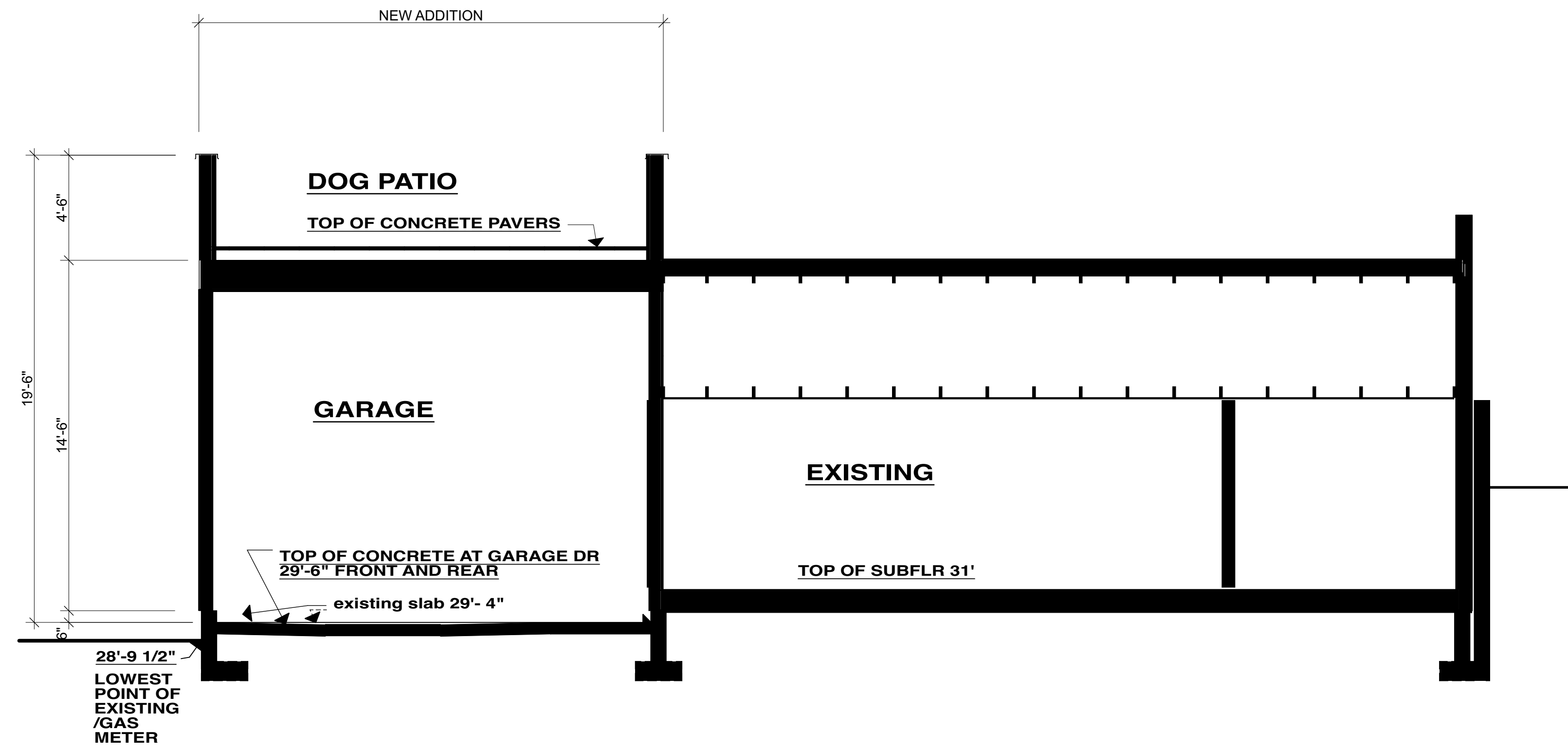
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JOB NO. **004**  
 PROJ. MGR. **M BLASH**  
 DRAWN BY **M BLASH**  
 CHECKED BY **M BLASH**

GENERAL NOTES

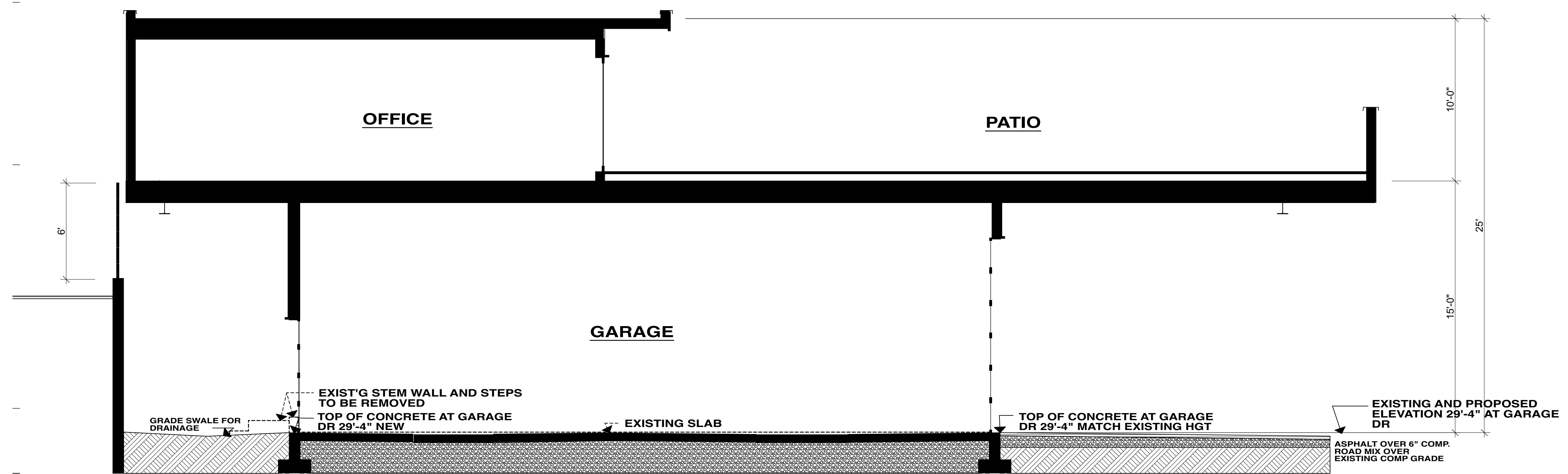
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 SHEET TITLE



BUILDING SECTION A

1/4" = 1'-0"



BUILDING SECTION B

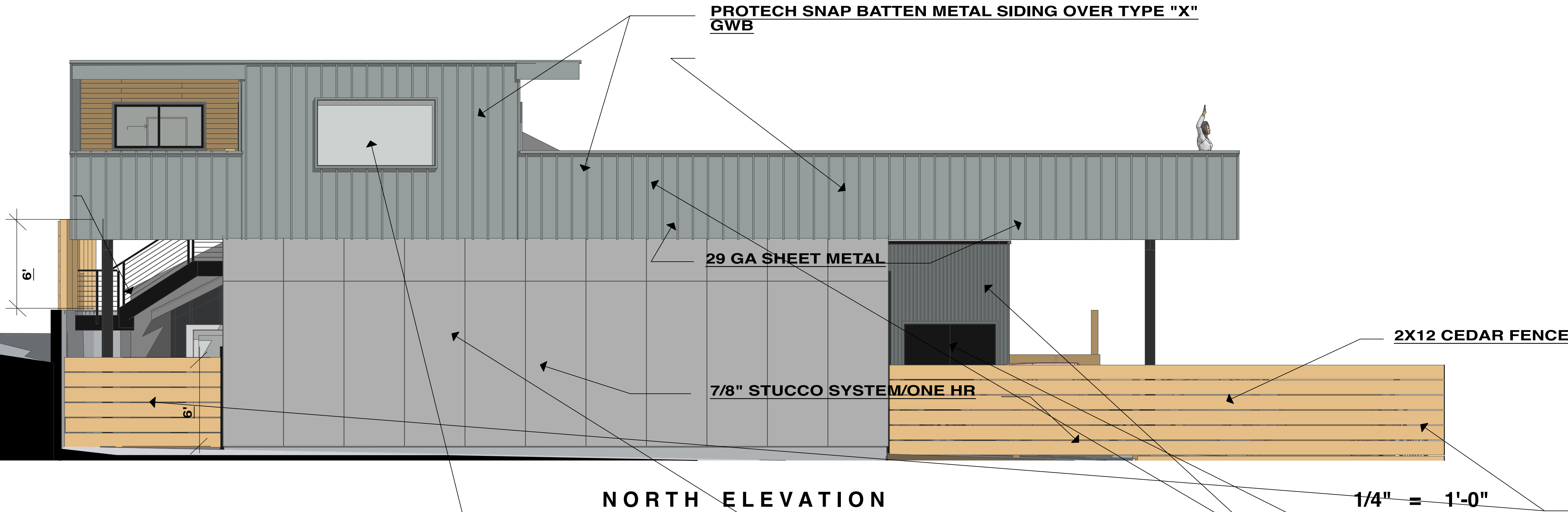
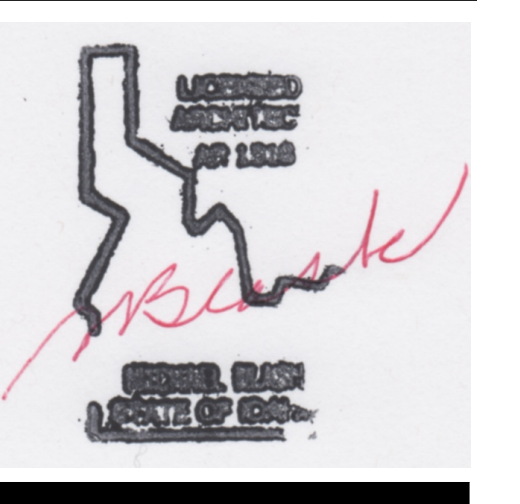
1/4" = 1'-0"

JOB NO. 004  
 PROJ. MGR. M BLASH  
 DRAWN BY M BLASH  
 CHECKED BY M BLASH

GENERAL NOTES

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 SHEET TITLE



**NORTH ELEVATION**

1/4" = 1'-0"

**Exterior Walls: Openings**

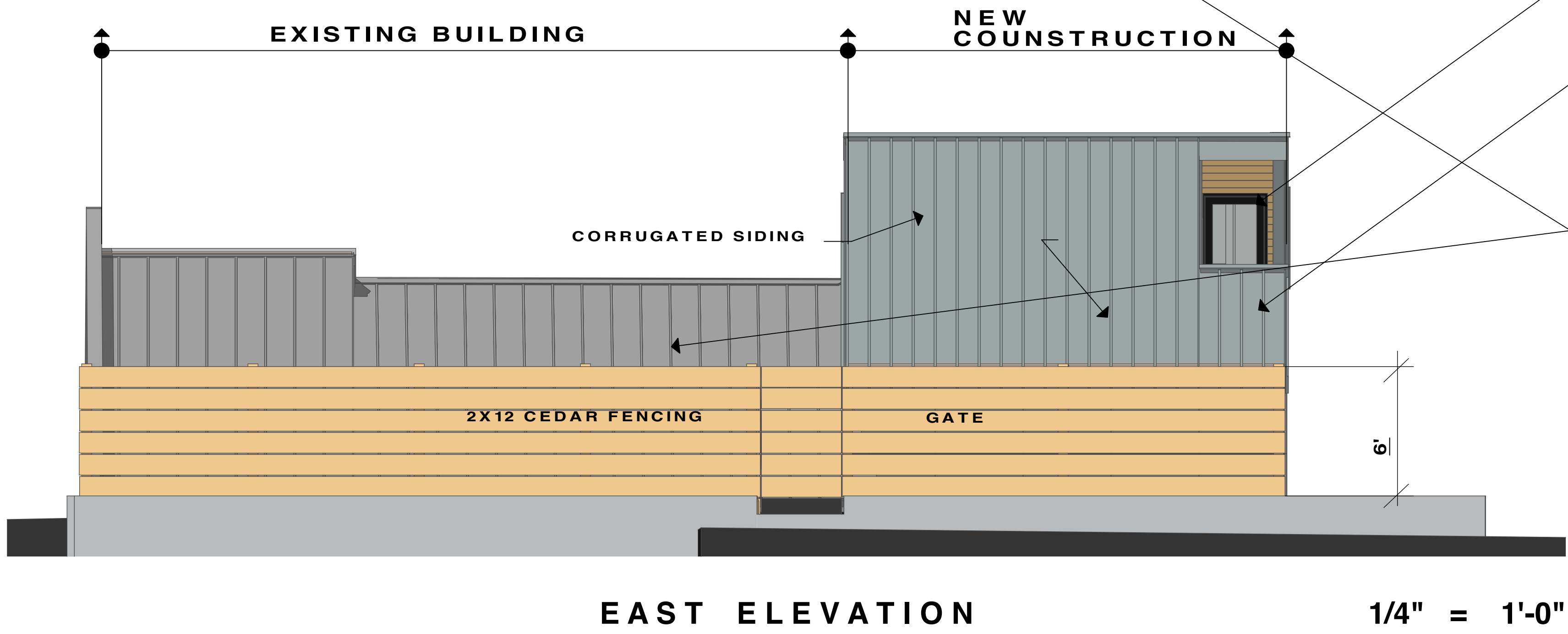
- 3 Options for Protection of Openings in Exterior Walls:
  - Unprotected in a non-sprinklered building (UP, NS)
  - Unprotected in a sprinklered building (UP, S)
  - Protected (P)

Note that a building with an NFPA 13R sprinkler system is considered non-sprinklered for the purposes of opening protection. Only an NFPA 13 system is considered sprinklered in this context



**ONE HR WINDOW ASSEMBLY**

- PLATINUM GREY** BENJAMIN MOORE
- CEDAR/TEAK** AUSTRALIAN TIMBER OIL
- ABYSSIS** BENJAMIN MOORE
- BLACK** ENAMEL ALUM CLADDING
- DK GREY** PROTECH STEEL 29GA SNAP BATTEN PANELS
- DK GREY** PROTECH STEEL 26 GA CORRUGATED SHEET
- LT GREY**



**EAST ELEVATION**

1/4" = 1'-0"



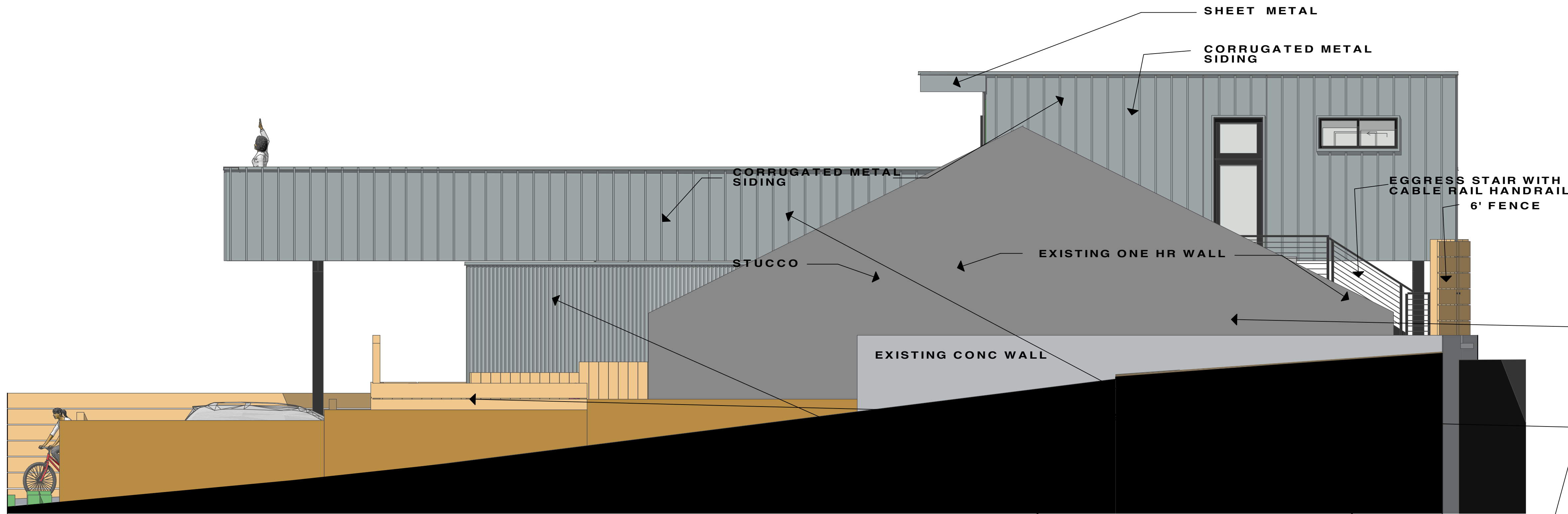
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JOB NO. 004  
 PROJ. MGR. M BLASH  
 DRAWN BY M BLASH  
 CHECKED BY M BLASH

GENERAL NOTES


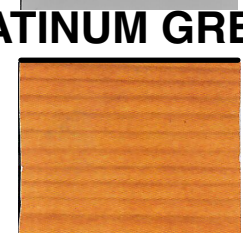

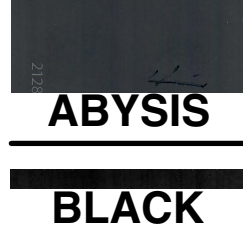




ISSUED: 2-9-22  
 REVISED: 4-20-22  
 REVISED: 5-11-22

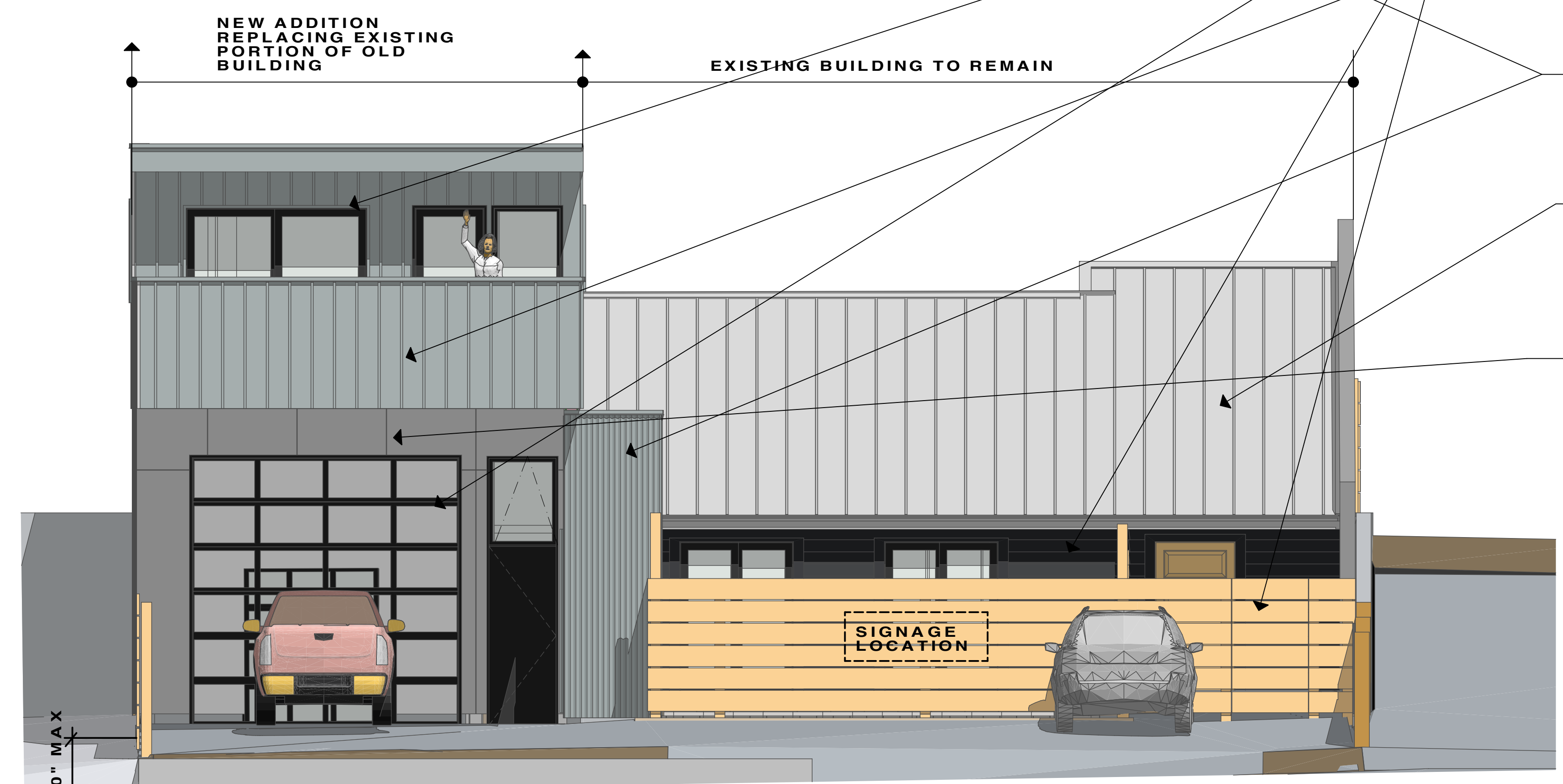
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 SHEET TITLE



**SOUTH ELEVATION**

1/4" = 1'-0"

-  BENJAMIN MOORE  
PLATINUM GREY
-  AUSTRALIAN TIMBER OIL
-  CEDAR/TEAK
-  BENJAMIN MOORE  
ABYSSIS
-  ENAMEL ALUM  
CLADDING  
BLACK
-  PROTECH STEEL 29  
GA .SNAP  
BATTENSHEET  
DK GREY
-  PROTECH STEEL 29  
GA . CORRUGATED  
SHEET  
DK GREY
-  PROTECH STEEL 29  
GA . STANDING SEAM  
LT GREY



**WEST ELEVATION**

1/4" = 1'-0"



JOB NO. 004  
 PROJ. MGR. M BLASH  
 DRAWN BY M BLASH  
 CHECKED BY M BLASH

GENERAL NOTES

ISSUED: 2-9-22  
 REVISED: 4-20-22  
 REVISED: 5-11-22

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**ATTACHMENT D:**  
**Zoning and Work/Live**  
**Standards Analysis**



**940 N LEADVILLE AVE - ZONING AND WORK/LIVE STANDARDS ANALYSIS**

<b>17.12.020 – District Use Matrix</b>	<b>Conformance</b>
<i>Zone District: Light Industrial – One (LI-1)</i>	YES
<p><b>Finding:</b> The building includes a “dog kennel” operation and a residential unit, together classified as a “work/live” unit. <u>KMC 17.12.020</u> outlines permissible uses in the LI-1 zone district. Dog Kennels are listed as a permitted use in the LI-1 zone district. Work/live units are permitted with a conditional use permit (CUP) approval. The applicant has requested approved of a CUP for the work/live which is being reviewed concurrently with the Design Review application.</p>	

<b>17.12.040 – Dimensional Standards. CC District Matrix</b>	<b>Conformance</b>
<i>Minimum Lot Size</i>	YES
<p><b>Finding:</b> <u>Permitted:</u> 8,000 square feet</p> <p><u>Proposed:</u> 5,500 square feet – the subject property is Lot 3, Block 30 of the Ketchum Townsite (Village of Ketchum), platted in 1948. Per KMC 17.128.010, lots created prior to April 21, 1966 can be developed provided that all other dimensional limitations are met.</p>	

<b>17.12.040 – Dimensional Standards. CC District Matrix</b>	<b>Conformance</b>
<i>Minimum Lot Width</i>	YES
<p><b>Finding:</b> <u>Required:</u> Minimum lot width of an average of 80 feet is required in the LI-2 zone district.</p> <p><u>Proposed:</u> The subject property is 55 feet wide as shown on the survey included in the project plans. The property was platted in 1948. Per KMC 17.128.010, lots with non-conforming lot widths created prior to April 21, 1966 can be developed provided that all other dimensional limitations are met.</p>	

<b>17.12.040 – Dimensional Standards. CC District Matrix</b>	<b>Conformance</b>
<i>Minimum Building Setbacks</i>	YES
<p><b>Finding:</b> <u>Permitted:</u> Front (Leadville/west): 20 feet Side (Interior Lot Line/north): 0' 1 for internal side yards and, except for non-enclosed public use structures, a minimum of 10' for street side yards</p>	



Side (Interior Lot Line/south): 0' 1 for internal side yards and, except for non-enclosed public use structures, a minimum of 10' for street side yards  
 Rear (Alley/east): 0' 1

Footnote 1: If the lot adjoins a more restrictive Residential District on the side or rear, the more restrictive setbacks of that district shall apply.

**Proposed (per Sheet A3):**

The lot is bordered on all sides by LI-1 zoned lots, therefore, no additional setbacks are required.

Front (Leadville/west): 22 feet 2 inches as measured to the second story dog deck

Side (Internal Lot Line/north): 0 feet

Side (Internal Lot Line/south): 0 feet

Rear (Alley/east): 0 feet

17.12.040 – Dimensional Standards. CC District Matrix	Conformance
<i>Maximum Building Heights</i>	YES
<p><b>Finding:</b>  <u>Permitted:</u> 35 feet            Height of building/light industrial districts: The greatest vertical distance measured at any point from natural, existing, or finished grade, whichever is lowest, to the highest point of the roof, except where expressly exempted by section 17.12.050 of this title. No facade shall be greater than the maximum height permitted in the zoning district. Building heights in light industrial districts are subject to the qualifying ground floor heights and residential standards contained in section 17.124.090 of this title.</p> <p><u>Proposed:</u> 25 feet as shown on Sheet A6.</p>	

17.125.030 – Off Street Parking and Loading	Conformance
<i>Per KMC 17.125.020 all new development must comply with the off street vehicle parking requirements of the chapter.</i>	YES
<p><b>Finding:</b>  <u>Required per KMC 17.125.030:</u></p> <ul style="list-style-type: none"> <li>- Parking space dimensions of 9x18 feet</li> <li>- Unobstructed access to and from streets</li> <li>- Located in the rear of a building or lot</li> <li>- Lighting and Screening</li> <li>- Requirements for alleys</li> </ul> <p><u>Proposed:</u> As shown on Sheet A4 of the project plans, all surface parking spaces meet the minimum 9x18 feet dimensional requirements. All parking is located in the front of the</p>	

property rather than the alley; however, this is an existing building with only partial demolition and no changes to the parking area are proposed from what exists today. The project does not propose any parking area lighting except for downcast lighting under the carport, which complies with the city’s dark skies ordinance. The surface parking area is screened with landscaping along the front of the property except for the driveway curb cut.

17.125.040 – Off Street Parking and Loading Calculations 17.125.050 – Community Core District Off Street Parking and Loading Calculations	Conformance
<i>Minimum amount of parking spaces required per use.</i>	YES
<p><b>Finding:</b>  <u>Required:</u>            1 space per 1,000 gross square feet for the work unit            1 space per bedroom for the live unit</p> <p>The project proposes a single one-bedroom live unit and 1,715 square feet of work space. A total of three parking spaces is required.</p> <p><u>Proposed:</u>            As shown on Sheet A3, the project proposes a total of three parking spaces. One garage space, one carport space, and one surface parking space.</p>	

17.125.060 – Bicycle Parking	Conformance
<i>Requirements</i>	YES Condition #3
<p><b>Finding:</b>  <u>Required:</u> 1 bicycle rack, accommodating at least two bicycles, for every four parking spaces required.</p> <p><u>Proposed:</u> A bike rack accommodating two bicycles exists on the property today but is not shown on the project plans. Staff recommends condition #3 to ensure the bicycle racks remains and is shown on the project plans submitted at building permit application.</p>	

17.125.030H – Curb Cut	Conformance
<i>Requirements</i>	YES
<p><b>Finding:</b>  <u>Required:</u> A maximum of thirty five percent (35%) of the linear footage of any street frontage may be devoted to access off street parking.</p> <p><u>Proposed:</u> The total lot frontage is 55 feet. The proposed plans show a curb cut, measured at the property line of 19.25 feet, 35% of the total lot frontage.</p>	

17.132 – Dark Skies	Conformance
<i>Compliance with Section 17.132 – Dark Skies.</i>	YES
<p><b>Finding:</b> As shown on Sheet A3, the project proposes minimal exterior lighting for the project that does not trespass onto adjacent properties. The two fixtures proposed are both dark sky compliant. Final review of light fixtures for compliance with the city’s dark sky ordinance will be completed at the time of building permit application and review. There is one existing fixture that will be removed with the demolition of the project and replaced with the light fixtures proposed in the project plans.</p>	

17.124.090.A.5.a – Work/Live Units	Conformance
<p><i>The work portion of the unit meets the definition of work/live unit set forth in <a href="#">section 17.08.020</a> of this title, including that the project is subject to council approval of a restrictive covenant.</i></p>	<p>YES Condition #4</p>
<p><b>Finding:</b>  <u>Required:</u> Work/live units incorporate residential living space in a nonresidential building. Work/live units are held jointly in common ownership and the work and live spaces cannot be sold or platted as separate condominiums, as documented with a City-approved restrictive covenant recorded against the property.</p> <p><u>Proposed:</u> The living space is within a non-residential building that has been used as a bakery, surfboard shop, woodworking studio, and dog kennel. In all scenarios, the living space has been secondary to the work space and always within same ownership. To date, a restrictive covenant has not been recorded. Staff recommends condition #4 to ensure the covenant is recorded prior to issuance of a building permit for the project.</p>	

17.124.090.A.5.b – Work Unit Standards	Conformance
<p><i>The work unit is:</i>  <i>(1) Suitable for on-site employees, foot traffic/customers, and meets applicable building and fire codes;</i>  <i>(2) Signed and posted with regular hours of operation;</i>  <i>(3) Served by the prominent means of access for the work/live unit; and</i>  <i>(4) Associated with a business license for a use allowed (either conditionally or permitted) in the district.</i></p>	<p>YES Condition #5</p>
<p><b>Finding:</b>  The Alpenhound business has one full-time employee, owner Amy Martin. According to a letter written by the owner and applicant included in the application materials, one additional part-time employee provides coverage for the owner when she is out of town. There are three parking spaces proposed for the project which provide ample parking and access for the owner and employee. The business operations do not include pick-up and drop-off times like a traditional kennel. The owner goes to each dog owner’s business and</p>	

picks up the dogs from their residences or offices. No traffic from customers impacts the subject property. The building department and fire department reviewed the existing building and proposed addition. All requirements are met in the existing structure, compliance with building and fire codes for the addition will be reviewed at the time of building permit review for the project. Condition #5 requires the business hours to be posted and remain posted at all times.

As shown on Sheet A3, the work unit is access via the garage door and an entry door in the northern portion of the proposed project. This is the prominent access to the work unit. The residential unit is accessed through a separate door on the south end of the building which accesses the live unit specifically.

Alpenhound is a registered business in good standing with the City of Ketchum. The City requires renewal of business licenses annually.

17.124.090.A.5.c – Live Unit Standards	Conformance
<p><i>The residential portion of the living space is secondary to the primary use as a place of work. A finding that the residential space is secondary to the work space shall be based on measurable findings, including but not limited to:</i></p> <p><i>(1) The size of the live portion of the work/live unit is both smaller than the work portion of the unit and, further, the live portion of the work/live unit does not exceed 1,000 gross square feet;</i></p> <p><i>(2) Means of access to the residential portion of the unit is not prominent and, preferably, is located to the side or rear of the property; and</i></p> <p><i>(3) Suitable residential parking that does not interfere with snow removal or the operation of proximate LI uses and, further, is in accordance with the parking and loading requirements set forth in <a href="#">chapter 17.125</a> of this title.</i></p>	<p>YES</p>
<p><b>Finding:</b></p> <p>The total square footage of the proposed project is 2,680 square feet, 965 square feet of which is the live unit. This represents 36% of the total project. The residential unit is not readily visible from the street as it is located on the south side of the building, behind a portion of the work unit, and screened by a fenced in patio with six foot fence. The primary use is the dog kennel, which is the prominent space visible from the street. As shown on the right-of-way encroachment plan, the property meets all requirements for snow storage while maintaining access and circulation for all three required parking spaces including one space for the live unit. As outlined above, the project meets all parking and loading requirements outlined in Chapter 17.125 of the KMC.</p>	

**ATTACHMENT E:**  
**Design Review Standards**  
**Analysis**



City of Ketchum  
Planning & Building

**940 N LEADVILLE AVE - DESIGN REVIEW STANDARDS ANALYSIS**

17.96.060.A.1 - Streets	Conformance
<i>The applicant shall be responsible for all costs associated with providing a connection from an existing City street to their development.</i>	YES Condition #5
<p><b>Finding:</b> The subject property is on N Leadville Ave and currently connects to the right-of-way via the surface parking area asphalt. All proposed improvements to the right-of-way, including removal of some existing asphalt, regrading of the site, and installation of gravel parking area is at the expense of the applicant. The applicant requested a waiver from sidewalk construction; however, a fee-in-lieu of sidewalk construction is required per KMC 17.124.140. Staff recommends condition #5 to outline the timing of approval of the sidewalk waiver and payment of the in-lieu fee.</p>	

17.96.060.A.2 - Streets	Conformance
<i>All street designs shall be approved by the City Engineer.</i>	YES – condition #4
<p><b>Finding:</b> No new streets are proposed for the project, however, all improvements to the right-of-way as shown on the project plans has been reviewed by the City Engineer. Final review of all improvements to the right-of-way will be completed prior to issuance of a building permit for the project per condition of approval #4.</p>	

17.96.060.B.1 - Sidewalks	Conformance
<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>	YES Conditions #4 and #5
<p><b>Finding:</b> KMC 17.124.140 outlines the zone districts where sidewalks are required when substantial improvements are made, which include the LI-1 zone district. The applicant requested a waiver from sidewalk construction for the project per the requirements of KMC Section 17.124.140. City planning, engineering, and streets are supportive of the waiver as N Leadville is a local street with no direct thru traffic, operating more like a residential street than an industrial collector street like Lewis Street and Northwood Way. The project proposes to remove some existing asphalt, regrade the right-of-way to meet city standards, and place 8 feet of gravel along the right-of-way for on-street parking per city standards. All improvements to the right-of-way will be reviewed and approved by the City Engineer and Streets Department prior to issuance of a building permit as per recommended condition #4. Waiver of the sidewalk requirement must be approved by City Council following recommendation by the Commission. Staff recommends condition #5 outlining the timing of City Council approval and payment of the in-lieu fee.</p>	

17.96.060.B.2 - Sidewalks	Conformance
<p><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></p>	<p>YES Condition #4</p>
<p><b>Finding:</b> The city engineer supports the waiver of the sidewalk construction. Proposed right-of-way improvements in lieu of sidewalk construction have been reviewed and approved by the City Engineer. Final design of right-of-way improvements will be reviewed and approved by the City Engineer at the time of building permit review per condition #4.</p>	

17.96.060.B.3 - Sidewalks	Conformance
<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>	<p>YES</p>
<p><b>Finding:</b> As described above, the City Engineer agrees that sidewalks are not necessary for the proposed project per subsection b of this standard.</p>	

17.96.060.B.4 - Sidewalks	Conformance
<p><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></p>	<p>N/A</p>
<p><b>Finding:</b> As described above, the sidewalk requirement has been waived for this project.</p>	

17.96.060.B.5 – Sidewalks	Conformance
<p><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></p>	<p>N/A</p>
<p><b>Finding:</b> As described above, the sidewalk requirement has been waived for this project.</p>	

17.96.060.B.6 - Sidewalks	Conformance
<p><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></p>	<p>YES Condition #5</p>
<p><b>Finding:</b> The applicant has requested a waiver of the sidewalk construction requirement and will pay a fee-in-lieu of construction as outlined in this standard. Staff recommends condition #5 which outlines the process for submitting design drawings and timing of payment of in-lieu fees.</p>	

17.96.060.C.1 - Drainage	Conformance
<p><i>All stormwater shall be retained on site.</i></p>	<p>YES</p>
<p><b>Finding:</b> The subject property slopes downward to the right-of-way from the rear of the property. Per the site grading and drainage shown on the right-of-way improvements plan, all drainage from the property is being retained on site with proposed drainage infrastructure in the center of the front property line. The proposed drainage has been reviewed and approved by the City Engineer.</p>	

17.96.060.C.2 - Drainage	Conformance
<p><i>Drainage improvements constructed shall be equal to the length of the subject property lines adjacent to any public street or private street.</i></p>	<p>YES Condition #4</p>
<p><b>Finding:</b> As shown on the right-of-way improvements plan, all stormwater is retained on-site. The project proposes to construct right-of-way improvements the length of the subject property, including a trench drain, dry well, and regrading of the right -of-way to meet city standards. Final design of drainage infrastructure will be reviewed and approved by the City Engineer prior to building permit issuance per condition #4.</p>	

17.96.060.C.3 - Drainage	Conformance
<p><i>The City Engineer may require additional drainage improvements as necessary, depending on the unique characteristics of a site.</i></p>	<p>N/A</p>
<p><b>Finding:</b> The City Engineer did not identify any additional drainage improvements during department review.</p>	



17.96.060.C.4 - Drainage	Conformance
<i>Drainage facilities shall be constructed per City standards.</i>	YES Condition #4
<b>Finding:</b> Based on review of the project plans by the City Engineer during department review, all drainage facilities meet city standards. Final design of drainage facilities will be reviewed and approved by the city engineer prior to issuance of a building permit per condition #4.	

17.96.060.D.1 - Utilities	Conformance
<i>All utilities necessary for the development shall be improved and installed at the sole expense of the applicant.</i>	YES
<b>Finding:</b> All project costs associated with the development, including installation of utilities, are the responsibility of the applicant. The applicant has not made requests for funding to the City, and no funds have been provided by the city for the project.	

17.96.060.D.2 - Utilities	Conformance
<i>Utilities shall be located underground and utility, power, and communication lines within the development site shall be concealed from public view.</i>	YES
<b>Finding:</b> All utilities to the existing structure are underground. Per comments from water and sewer, no changes to the existing services are required for the proposed project. An Idaho Power transformer is located at the southeast corner of the property on an above ground power pole. A service line runs from the pole to a meter on the southeast corner of the property and serves the existing building underground from there. Idaho Power conducted a review of the proposed project and determined that no upgrades to the existing power service is required per a letter dated April 11, 2022.	

17.96.060.D.3 - Utilities	Conformance
<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
<b>Finding:</b> No extension of utilities is required for the project, therefore, this standard does not apply.	

17.96.060.E.1 – Compatibility of Design	Conformance
<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> The adjoining structures to the west and south are primarily one and two-story structures of traditional residential architecture and materials. The structure to the south is log cabin construction with grouted river rock along the ground floor. To the west are two residential structures with horizontal wood/vinyl siding. To the north, the structures are more commercial in nature with flat roofs of cinder block or concrete construction. The proposed project includes a blend of horizontal wood siding on the existing structure with wood, stucco, and metal siding materials for the addition. The colors of materials are very complimentary of the adjoining structures.</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
<p><b>Finding:</b> The subject property includes a building that was built in the 1950s. Although the building housed many beloved business in its history, the building has not been identified as a local landmark and is not listed on the City of Ketchum’s Historic Building/Site List.</p>	

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
<p><b>Finding:</b> The existing building was built in the 1950s, therefore this standard does not apply.</p>	

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
<p><b>Finding:</b> The project includes direct access to the nearest street, N Leadville Ave, which functions much like a local/residential street. These streets are known to provide pedestrian circulation within the public right-of-way. The project does not propose any improvements that would obstruct pedestrian access to the nearest street.</p>	

17.96.060.F.2 – Architectural	Conformance
<i>The building character shall be clearly defined by use of architectural features.</i>	YES
<p><b>Finding:</b> The building character is a unique blend of traditional residential architecture and modern design elements. The existing building has a gabled roof running north to south and horizontal siding on the façade. The proposed addition is more modern with clean vertical and horizontal lines and stucco/metal/wood façade treatments. The proposed project blends the orientation of materials between the existing building and proposed addition well, specifically the vertical siding of the dog deck area and it’s cohesion with the vertical roofing material on the existing building.</p>	

17.96.060.F.3 – Architectural	Conformance
<i>There shall be continuity of materials, colors and signing within the project.</i>	YES
<p><b>Finding:</b> The project uses a consistent set of materials including wood siding, metal siding, and stucco. The proposed materials for the addition blend well with the materials on the existing building, particularly the most visible elements such as the roof and front fence area.</p>	

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
<p><b>Finding:</b> Existing accessory structures are being removed as part of the proposed project. No additional accessory structures are proposed. There are existing fences and retaining walls on the property. Fences are a vertical wood design that is being mirrored for the proposed fence along the north property line and the fenced in patio in the front of the property. All retaining walls are a poured concrete that match the color of the proposed stucco on the building.</p>	

17.96.060.F.5 – Architectural	Conformance
<i>Building walls shall provide undulation/relief, thus reducing the appearance of bulk and flatness.</i>	YES
<p><b>Finding:</b> The existing building is a one-story structure, with the addition stepping to a second story. The maximum height of the building is at the rear of the addition near the alley. Various areas of relief are included in the proposed addition. The second-floor dog deck is uncovered and serves as the roof for the open carport below.</p>	

<b>17.96.060.F.6 – Architectural</b>	<b>Conformance</b>
<i>Building(s) shall orient toward their primary street frontage.</i>	YES
<p><b>Finding:</b> The subject properties’ primary street frontage is N Leadville Ave. The project orients to the street frontage with the second floor dog deck and main entrance to the building facing Leadville. Signage for the business will be located on the fence that encloses the front patio area, as shown on the project plans, which draws attention from the street.</p>	

<b>17.96.060.F.7 – Architectural</b>	<b>Conformance</b>
<i>Garbage storage areas and satellite receivers shall be screened from public view and located off alleys.</i>	YES
<p><b>Finding:</b> As shown on Sheet A4 of the project plans, the garbage area is enclosed in a storage area between the carport and fenced patio area at the front of the building. The garbage area is fully enclosed by the building. No satellite receivers are proposed for the project.</p>	

<b>17.96.060.F.8 – Architectural</b>	<b>Conformance</b>
<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
<p><b>Finding:</b> As shown on Sheet A4 of the project plans, snow retention exists on the gabled roof of the existing building. The roof and dog deck for the addition is designed to drain to a series of roof drains, scuppers, and downspouts.</p>	

<b>17.96.060.G.1 – Circulation Design</b>	<b>Conformance</b>
<i>Pedestrian, equestrian and bicycle access shall be located to connect with existing and anticipated easements and pathways.</i>	YES
<p><b>Finding:</b> The project is connected directly to the street network on N Leadville Ave with paved access along the road. The closest sidewalk is on 10<sup>th</sup> Street at the corner of 10<sup>th</sup> and Highway 75, however, there is no sidewalk connectivity or easements on N Leadville. Bicycle access is from the road as well.</p>	

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> No awnings are proposed for the project, therefore, this standard does not apply.	

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> No new roads are proposed with the project. Vehicular access from the proposed project is provided as a direct driveway connection from the subject property to the street. Bicycle and pedestrian access is also direct to the street from the property.	

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>	N/A
<b>Finding:</b> The subject property is an interior lot located more than 55 feet from the nearest intersection to the north, and 140 feet from the nearest intersection to the south.	

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> During department review, the fire department reviewed the proposed project and determined adequate access to the structure in the event of an emergency. There is direct access to the property from N Leadville Ave and the rear alley. Per a letter from Clear Creek Disposal dated April 20, 2022, the property shall continue the existing garbage service with three garbage carts that the owner is responsible for bringing to the street for pick-up. This garbage management approach has existed for the past two years with no expressed concerns from city staff or Clear Creek Disposal.	

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> The right-of-way improvements plan outlines snow storage locations on the proposed plan for the impervious surface in the front of the property. The total impervious area is 1,490 square feet. The total proposed snow storage is 395 square feet, 30% of the total impervious area.	

17.96.060.H.2 – Snow Storage	Conformance
<i>Snow storage areas shall be provided on site.</i>	YES
<b>Finding:</b> All proposed snow storage is on-site as shown on the right-of-way improvement’s plan.	

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> There are four snow storage areas proposed, all over 25 square feet and five feet in width or depth.	

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>	YES
<b>Finding:</b> The applicant is providing snow storage on site, therefore no snowmelt or hauling is being proposed.	

17.96.060.I.1 – Landscaping	Conformance
<i>Landscaping is required for all projects.</i>	YES
<b>Finding:</b> Sheet A3 of the project plans is the landscape plan for the project.	

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 includes three columner buckhorn trees, a variety of salvia shrubs interspersed with karl forester grasses. All species proposed are common in the City of	

Ketchum and the microclimate. The placement of the landscaping no only screens the parking lot, but enhances the streetscape on an otherwise unimproved stretch of road.

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> All proposed landscape elements are drought tolerant.	

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 landscaping provides a buffer between the road and the surface parking area of the project. Additionally, the landscaping provides a buffer between adjacent residential and commercial structures in the immediate vicinity of the project.	

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> The applicant has requested a waiver from sidewalk construction, therefore, this standard does not apply.	

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> The project does not propose any below grade structures.	

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
<p><b>Finding:</b> The subject property is not adjacent to any bodies of water; therefore, no riparian setback exists for the property. Additionally, the project does not propose any below grade structures.</p>	



# ATTACHMENT F: Public Comment

**From:** [Participate](#)  
**To:** [Morgan Landers](#)  
**Subject:** Fwd: Boarding dog kennel  
**Date:** Monday, May 16, 2022 8:42:45 AM

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## Public Comment

Begin forwarded message:

**From:** Jenny Jefferds <jtjefferds@gmail.com>  
**Date:** May 15, 2022 at 6:12:56 PM MDT  
**To:** Participate <participate@ketchumidaho.org>  
**Subject: Boarding dog kennel**

I live at Frenchman's and I am opposed to having a dog kennel that will devalue my property besides the fact that I don't want the traffic, or the noise from the barking dogs  
Thank you  
Jenny jefferds

**From:** [Participate](#)  
**To:** [Morgan Landers](#)  
**Subject:** Fwd: Martin Conditional Use Permit and Design Review  
**Date:** Tuesday, May 17, 2022 8:27:32 AM

---

Public comment

Begin forwarded message:

**From:** Edward Jacobs <edwardrjacobs@gmail.com>  
**Date:** May 16, 2022 at 1:41:21 PM MDT  
**To:** Participate <participate@ketchumidaho.org>  
**Subject: Martin Conditional Use Permit and Design Review**

Dear Ketchum P&Z Commission,  
My name is Edward Jacobs and I own a residential unit in the Frenchman's Condominium Complex. I have a concern about the impact of noise from the proposed modifications for an outdoor dog area to the nearby residential neighborhood. I respectfully request that the P&Z Commission consider what noise mitigations that might incorporated into the proposed modifications to the existing property for the addition of the outdoor dog area.  
Thank you,  
Edward Jacobs



**City of Ketchum  
Planning & Building**

**STAFF REPORT  
KETCHUM PLANNING AND ZONING COMMISSION  
MEETING OF MAY 24<sup>th</sup>, 2022**

**PROJECT:** 1<sup>st</sup> & Sun Valley Office Building

**APPLICATION TYPES:** Design Review & Condominium Subdivision Preliminary Plat

**FILE NUMBERS:** P21-100 & P22-019

**ARCHITECT:** Scott Payne, Farmer Payne Architects

**DEVELOPER:** Reid Sanborn

**PROPERTY OWNER:** 131 E Sun Valley Rd LLC

**LOCATION:** 131 E Sun Valley Road (Ketchum Townsite: Block 37: Lot 8)

**ZONING:** Mixed-Use Subdistrict of the Community Core (CC-2)

**OVERLAY:** None

**NOTICE:** 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 May 4<sup>th</sup>, 2022. The public hearing notice was published in the Idaho Mountain Express the on May 4<sup>th</sup>, 2022. A notice was posted on the City's website on May 4<sup>th</sup>, 2022. The public hearing notice was posted on the project site on May 17<sup>th</sup>, 2022.

**PROPOSED 1<sup>ST</sup> & SUN VALLEY OFFICE BUILDING**

The 1<sup>st</sup> & Sun Valley Office Building project proposes to develop a new three-story commercial office building at the northeast corner of 1<sup>st</sup> Avenue and Sun Valley Road within the Mixed-Use Subdistrict of the Community Core (CC-2 Zone). The office building will be proposed to be subdivided into 5 condominium units for business tenants. 7 parking spaces—6 in the tandem configuration and 1 ADA space—are provided on site within a semi-enclosed surface parking area accessed from the block 37 alley. The project plans are attached as Exhibit A to the Staff Report.

**ASSOCIATED APPLICATIONS & REVIEW PROCESS**

The project is subject to Design Review pursuant to Ketchum Municipal Code §17.96.010.A1 for the development of the new commercial building. The Planning and Zoning Commission has the authority to review and approve the applicant's Design Review application pursuant to Ketchum Municipal Code §17.96.030.B. With the City's recent adoption of Ordinance No. 1231, Pre-Application Design Review is

no longer required for a project of this scale. Pre-Application Design Review is now only required for new developments with four or more stories and all new developments on a lot or lots totaling 11,000 square feet (KMC §17.96.010.C1). This project is on a 5,500-square-foot Ketchum Townsite lot and does not contain a fourth floor.

The Condominium Subdivision Preliminary Plat will subdivide the office building into 5 commercial condominium units as well as common area and limited common elements. The first step in the subdivision process is preliminary plat review by the Planning and Zoning Commission (Ketchum Municipal Code §16.04.030.C.5a). The subdivision applications will then be forwarded to the City Council for their final review and approval (Ketchum Municipal Code §16.04.030.C.5b).

## PROJECT LOCATION

The project is located at 131 E Sun Valley Road in the Mixed-Use Subdistrict of the Community Core (CC-2 Zone). The property is developed with an existing building that was constructed in 1889. This 133-year-old building has been most recently occupied by the Antique Alley retail store and was formerly the River Run Auto Parts store (See Figure 1). The single-story, wood frame building was identified on the 2005 Walsworth Associates Windshield Survey as a historic resource. The existing structure is not listed on



Figure 1: Existing Site Photos (Project Plans Sheet A003)

Ketchum's Historic Building/Site List due to its poor condition and insufficient history integrity. All buildings over 50 years of age must follow the process for demolition of buildings specified Ketchum Municipal Code §15.16.040. The demolition permit may not be issued until a complete building permit application for the replacement project on the property has been accepted by the City and all required fees have been paid.

The development site is adjacent to: (a) the Friesen building to the north along 1<sup>st</sup> Avenue, (b) the Fisher Condominiums to the east across the alley, (c) a vacant lot to the south across Sun Valley Road, and (d) the new mixed-use development directly across 1<sup>st</sup> Avenue to the west. This area of downtown



Figure 2: Project Site Context (Project Plans Sheet A304)

is transitioning as properties are redeveloped like the recent addition to the old post office at the northwest corner of Sun Valley Road and 1<sup>st</sup> Avenue. This area contains both smaller-scaled older buildings as well as new, larger-scaled developments like the mixed-use building currently under construction at the southwest corner of 1<sup>st</sup> Avenue and 4<sup>th</sup> Street. This project will add a contemporary building to the streetscape. Located on a single 5,500-square-foot Ketchum Townsite lot, the mass of the building respects the traditional pattern of development in downtown Ketchum.

## **ANALYSIS**

The following analysis provides an overview of how the project complies with zoning and dimensional requirements as well as Design Review and Condominium Subdivision Preliminary Plat standards. Additionally, this section highlights key issues for the Planning & Zoning Commission's consideration and further discussion.

### **Compliance with Zoning & Dimensional Standards**

The project is in conformance with all dimensional and development standards required for projects in the Community Core.

#### Uses

The proposed development is a commercial office building. Business offices are permitted in the CC-2 Zone pursuant to Ketchum Municipal Code §17.12.020. Unlike the Retail Core (CC-1) Zone where business offices located on the ground floor with street frontage require a Conditional Use Permit, business offices are permitted on the ground floor with street frontage in the CC-2 Zone.

The subject property is designated as Mixed-Use Commercial on the Future Land Use Map of the 2014 Comprehensive Plan. The Mixed-Use Commercial designation is intended to promote a wide range of land uses. The Comprehensive Plan encourages mixed-use development that integrates different uses, like retail, restaurants, residential, offices, and cultural or civic facilities. This commercial office building will help maintain this mixture of uses within the CC-2 Zone as more residential units are developed in this area of downtown.

#### Floor Area Ratio (FAR) & Building Height

The permitted FAR in the Community Core Zone is 1.0. The Planning & Zoning Commission may allow an increased FAR above 1.0 up to a maximum of 2.25 subject to Design Review (KMC §17.124.040.B). To receive more floor area, new buildings must complement the scale and character of the surrounding neighborhood.

The 10,932-square-foot building has a total Floor Area Ratio (FAR) of 1.99. The applicant intends to pay the community housing in-lieu fee as their contribution in exchange for the FAR exceedance. The Design Review application for this project was submitted before the effective date of the fee resolution that raised the community housing in-lieu fee to \$450 per square foot. The total community housing in-lieu at \$238 per square foot of the FAR exceedance is \$219,674.00.

The maximum height of the office building's front façade along 1<sup>st</sup> Avenue is 39'-6". The maximum height of the rear façade facing the alley is 41'-10". The rooftop access structure is 8.5 above the flat roof surface. The maximum height of the building from the lowest grade elevation at the front property line (5825') to the top of the roof access structure (5873'-11") is 48'-11".

## Setbacks

Buildings in the CC-2 Zone must be setback an average of 5 feet from front and street side property lines pursuant to Ketchum Municipal Code §17.12.040. The applicant has provided the front and street side setback calculations on Sheet A100 of the project plans. All three floors are setback an average of 5 feet from 1<sup>st</sup> Avenue. Along Sun Valley Road, the first and second floor are setback an average of 5 feet and the third floor is setback even further with an average of 7.58 feet. At the ground level, the perforated metals panels and columns screening the surface parking area are built to the property line along Sun Valley Road. The building steps back 5 feet from Sun Valley Road as it transitions from the surface parking area to the street corner. This setback area will be improved with a landscaped seating area that welcomes pedestrians and activate the streetscape (See Figure 3). The two building entrances are recessed and further defined by projecting, canopy overhangs. The building entrance along Sun Valley Road is setback approximately 11 feet from the street side property line and the building entrance along 1<sup>st</sup> Avenue is setback 10 feet from the front property line. The office building is setback 9 inches from the interior side property line and 3 feet from the alley property line.



*Figure 3: Rendering of Sun Valley Road Elevation (Project Plans Sheet A000)*

## **Compliance with Design Review Standards**

The purpose of Design Review is to: (a) maintain and enhance the appearance, character, beauty, and function of the City, (b) to ensure that new development is complementary to the design of existing neighborhoods, and (c) to protect and enhance the Ketchum's economic base (KMC §17.96.020). This project supports the community's vision to maintain downtown as Ketchum's vibrant commercial area where local businesses thrive. In the Community Core, Ketchum Municipal Code §17.96.070 adds that the purpose of Design Review is to ensure the addition of high-quality architecture for new

development while maintaining the unique character of existing building stock found downtown. This project will add an attractive and appropriately scaled commercial building to the streetscape.

Staff believes this project complies with all Design Review standards as outlined in Ketchum Municipal Code §17.96.060 and the requirements for Community Core projects specified in Ketchum Municipal Code §17.96.070. Before granting Design Review approval, the Planning & Zoning Commission must determine that applications meet two criteria: (1) the project doesn't jeopardize the health, safety, or welfare of the public, and (2) the project conforms to all Design Review standards and zoning regulations (KMC 17.96.050.A).

### Compatibility of Design

*The project's materials, colors and signing shall be complementary with the townscape, surrounding neighborhoods and adjoining structures (Ketchum Municipal Code §17.96.060.E1).*



Figure 4: Exterior Materials (Project Plans Sheet A002)

The project's material and color sample board is provided on Sheet A002 of the project plans (See Figure 4). The primary materials used on the exterior walls of the office building are antique brick and bronze vertical metal siding. Large rectangular windows break up these solid materials and add transparency to the office building. The canopy overhangs that project from the front and street side facades along 1<sup>st</sup> Avenue and Sun Valley Road are comprised of timber beams and bronze metal fascia. The on-site parking area along the alley is semi-enclosed and screened from public view along Sun Valley Road with bronze perforated metal screens.

The design approach combines brick, a traditional material characteristic of Ketchum's local vernacular architecture, with contemporary materials like vertical metal siding to enhance visual interest. The recently developed Sun Valley & 1<sup>st</sup> Mixed-Use Building at the northwest corner of Sun Valley Road and 1st Avenue also combines natural materials, including wood siding and stone veneer, with more modern elements like metal panels. The project's proposed materials are compatible with neighboring buildings and the surrounding downtown area. The use of brick on the first two floors provides a visually solid base anchoring the office building to the project site. Brick detailing forms a cap at the top of the first and second levels to visually distinguishing each floor of the building. The third floor is differentiated from the lower levels with vertical metal siding.



The project's master signage plan is indicated on Sheet of the project plans. The development's signage includes both awning and wall signs. Separate sign permits will be required for all new signs prior to installation (KMC §17.127.030.B).

Architectural

*Building walls shall provide undulation/relief, thus reducing the appearance of bulk and flatness (Ketchum Municipal Code §17.96.060.F5).*

Even though the commercial development will be an office building containing no retail, the design incorporates elements of traditional Main Street storefronts, including recessed entrances and transom windows. Large storefront windows and glass doors are utilized on the ground level along Sun Valley Road and 1st Avenue. These large windows and doors open the building towards the street corner and create a welcoming and inviting environment. This fenestration will humanize the commercial development by providing views into the internal life of the office building. The transparent windows and doors are balanced with the solid and durable brick and metal materials.



*Figure 5: 1st Avenue Elevation Rendering (Project Plans Sheet A00B)*

The Sun Valley Road façade is distinguished by a central atrium that highlights the office building's interior vertical circulation. The atrium is comprised of large rectangular windows with bronze metal trim and panels. The recessed balconies at the second and third floors further break up the mass of the building into visually distinct components.



The project generates a total parking demand of 10 spaces. Each of the 5 offices within the commercial building generates a parking demand of 2 spaces. The tandem configuration of the 6 surface parking spaces requires that the 2 parking spaces within each tandem stall both be assigned to one commercial condominium unit. 3 of the 5 office units have been assigned 2 parking spaces in the tandem configuration within the surface parking area and designated as limited

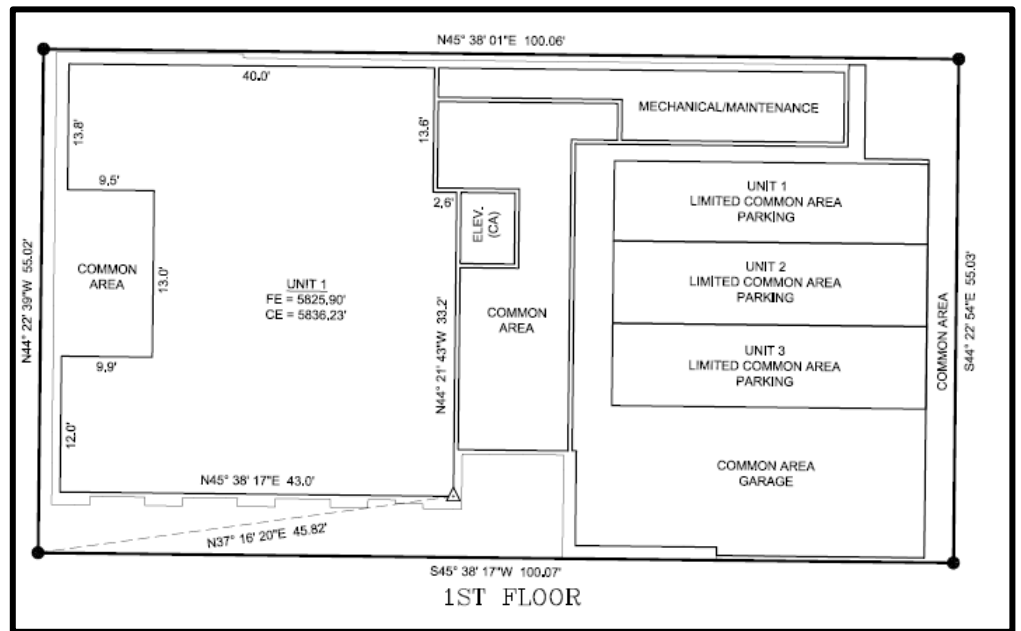


Figure 7: Limited Common Area Parking

common elements on the preliminary plat map (See Figure 7). 2 of the office units will not have any on-site parking spaces. The project takes advantage of the on-street parking credit that provides 4 on-street parking spaces per 5,5000 square feet of lot area for projects in the Community Core (KMC §17.125.050). These 4 on-street spaces may be credited toward nonresidential parking demand only after the 4 minimum required parking spaces are provided on site. Only existing and available parking spaces located directly adjacent to the property lines of the subject property may be counted towards the on-street parking credit. The 4 on-street credit spaces along Sun Valley Road and 1<sup>st</sup> Avenue directly adjacent to the property will meet the parking demand for the 2 offices that do not have parking spaces assigned to their units on site. The ADA parking space must remain open for public customers and may not be assigned to an individual office tenant.

*Maintenance building. A maintenance building or room shall be provided of adequate size and location for the type and size of the condominium project for storage of maintenance equipment and supplies for common areas.*

As shown on Sheet A201 of the project plans, a 209-square-foot maintenance and mechanical room has been provided on the ground floor of the office building. The applicant has indicated that this area will accommodate all mechanical equipment as well as an area for the storage of maintenance equipment and supplies for common areas.

## ISSUES FOR COMMISSION CONSIDERATION

Staff recommends the Planning and Zoning Commission consider the following issues for discussion with the applicant.

### Unoccupied Roof

Sheets A204 and A205 of the project plans designates the rooftop area as unoccupied. The access structure has a total enclosed area of 295 square feet and extends 8.5 feet above the flat roof surface. The applicant has indicated that the rooftop access structure will only be used to service the roof-mounted mechanical equipment. The project does not include a rooftop deck for the office tenants.

The enclosed area of the access structure is 295 square feet. The access structure's flat roof projects and extends for a total area of 812 square feet. This feature adds to the bulk and mass of the office building. Removing or reducing the size of the access structure and its roof would help reduce the mass and height of the office building.

### **Surface Parking Screening**

Pursuant to Ketchum Municipal Code §17.125.030.G, all parking areas that are adjacent to a street shall be buffered from public views by a combination of landscaping and fences or walls for beautification and limiting light and glare from vehicle headlights to nearby properties. The project proposes to screen the surface parking spaces with perforated metal panels. These screening panels are approximately 23 feet in length along Sun Valley Road and 12 feet in height. While effectively screening the surface parking area, these perforated metal panels appear monolithic. Sun Valley Road is an important pedestrian corridor in downtown Ketchum. Lacking visual interest, these screening panels fail to animate this section of the Sun Valley Road façade. More material differentiation or landscaping could help add visual interest to these screening panels.

### **STAFF RECOMMENDATION**

After considering the project plans, Staff's analysis, the applicant's presentation, and public comment, Staff recommends the Planning & Zoning Commission move to approve the 1<sup>st</sup> & Sun Valley Office Building Design Review application and recommend approval of the Condominium Subdivision Preliminary Plat to the City Council. Should the Planning and Zoning Commission support the approval, Staff would return with findings and conditions reflecting the Commission's decision.

### **RECOMMENDED MOTIONS**

1. "I move to approve to approve the 1<sup>st</sup> & Sun Valley Office Building Design Review subject to conditions 1-13 and direct Staff to return with findings of fact."
2. "I move to recommend approval of the 1<sup>st</sup> & Sun Valley Office Building Condominium Subdivision Preliminary Plat subject to conditions 1-2 and direct Staff to return with findings of fact."

### **RECOMMENDED DESIGN REVIEW CONDITIONS OF APPROVAL**

#### *Project Specific Standards of approval*

1. The 1<sup>st</sup> & Sun Valley Office Building Design Review Application File No. P21-100 is subject to Condominium Subdivision Preliminary Plat Application File No. P22-019. All associated conditions of approval shall apply to the project.
2. As a voluntary contribution, in exchange for an increase in Floor Area Ratio, a total community housing contribution of 923 square feet is required. The applicant has proposed paying the in-lieu fee to satisfy their community housing contribution in exchange for the FAR exceedance. A FAR Exceedance Agreement between the applicant and the City to memorialize the community housing contribution shall be signed and recorded prior to issuance of a building permit for the project.
3. The new bulb-out at the corner of Sun Valley Road and 1<sup>st</sup> Avenue shall meet City right-of-way standards.
4. The project requires a Right-of-Way (ROW) Encroachment Permit for the sidewalk pavers and snowmelt system along 1<sup>st</sup> Avenue and Sun Valley Road. The City Council has the authority to review and approval all permanent encroachments within the public right-of-way associated with a development project pursuant to Ketchum Municipal Code §17.96.030.C. The applicant

shall submit the ROW Encroachment Application prior to issuance of a building permit for the project for review and approval by the City Council.

*Standard Conditions of Approval*

5. This Design Review approval is based on the plans and information presented and approved at the meeting on the date noted herein. Building Permit plans for all on-site improvements must conform to the approved Design Review plans unless otherwise approved in writing by the Planning and Zoning Commission or Administrator. Any building or site discrepancies which do not conform to the approved plans will be subject to removal.
6. All governing ordinances, requirements, and regulations of the Fire Department (2018 International Fire Code and local Fire Protection Ordinance No.1217), Building Department (2018 International Building Code, the 2018 International Residential Code, and Title 15 of Ketchum Municipal Code), Utilities Department, Street Department (Title 12 of Ketchum Municipal Code), and the City Engineer shall be met prior to Certificate of Occupancy.
7. Following approval of the project’s master signage plan, separate sign permits shall be required for all new signs prior to installation (KMC §17.127.030.B).
8. The applicant shall submit final civil drawings prepared by an engineer registered in the State of Idaho to include specifications for the right-of-way, circulation design, utilities, and drainage improvements to be reviewed and approved by the City Engineer, Streets, and Utilities departments prior to issuance of a building permit for the project.
9. 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.
10. All Design Review elements shall be completed prior to issuance of a Certificate of Occupancy for the mixed-use building.
11. All exterior lighting on the property shall comply with Ketchum Municipal Code, Chapter 17.132, Dark Skies, and shall be inspected by Planning Staff and approved prior the issuance of a Certificate of Occupancy for the building.
12. The project shall comply with the requirements of §17.124.040 Development Standards as adopted on the date a Building Permit is submitted for the project.
13. Prior to issuance of a Building Permit for the project, the applicant shall submit a construction management plan, which addresses each of the standards as set forth in Ketchum Municipal Code, Chapter 15.06 Construction Activity Standards for review and approval by the Building, Planning, Streets, Utilities, and Fire departments.
14. In addition to the requirements set forth in this Design Review approval, this project shall comply with all applicable local, state, and federal laws.

**RECOMMENDED CONDOMINIUM SUBDIVISION PRELIMINARY PLAT CONDITIONS OF APPROVAL**

1. The 1<sup>st</sup> & Sun Valley Office Building Condominium Subdivision Preliminary Plat is subject to all conditions of approval associated with Design Review Application File No P21-100.
2. 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.

**EXHIBITS**

- A. 1<sup>st</sup> & Sun Valley Office Building Project Plans
- B. Design Review Application & Supplemental Materials
- C. Condominium Subdivision Preliminary Plat Application & Supplemental Materials

**Exhibit A**

**1st & Sun Valley Office Building**

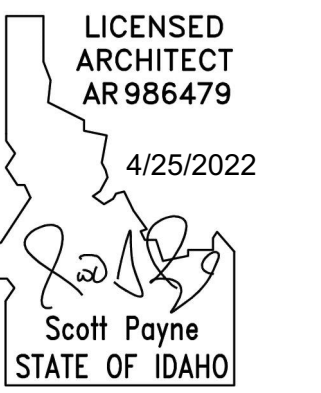
**Project Plans**



Jackson Hole  
260 West Broadway, Suite A  
Jackson, WY 83001  
T.307.264.0080

Sun Valley  
351 N Leadville Ave, Suite 204  
Ketchum, ID 83340  
T.208.214.5155

Louisiana  
910 Pierremont Rd, Suite 410  
Shreveport, LA 71106  
T.318.383.3100



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1st & SUN VALLEY  
OFFICE BUILDING  
131 EAST SUN VALLEY RD  
KETCHUM, ID 83340

DATE: 4/25/22

PROJECT #: SV2106

DRAWN: AB/NH

ISSUE:

DESIGN REVIEW

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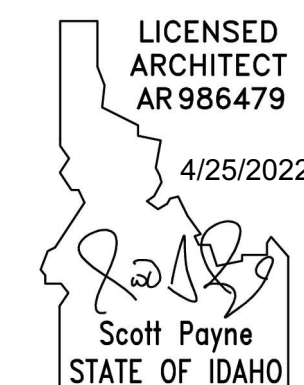
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COVER

Jackson Hole  
260 West Broadway, Suite A  
Jackson, WY 83301  
T.307.264.0080

Sun Valley  
351 N Leadville Ave, Suite 204  
Ketchum, ID 83340  
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1st & SUN VALLEY  
OFFICE BUILDING  
131 EAST SUN VALLEY RD  
KETCHUM, ID 83340

DATE: 4/25/22

PROJECT #: SV2106

DRAWN: AB/NH

ISSUE:

DESIGN REVIEW

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\_\_\_\_\_  
\_\_\_\_\_

**A00A**  
SITE PERSPECTIVE  
RENDERING

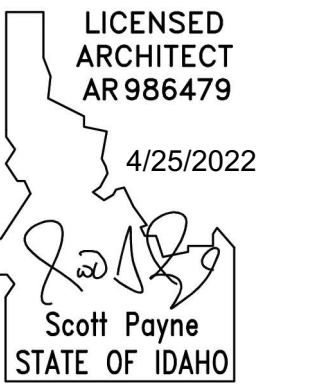




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1<sup>st</sup> & SUN VALLEY  
OFFICE BUILDING  
131 EAST SUN VALLEY RD  
KETCHUM, ID 83340

DATE: 4/25/22

PROJECT #: SV2106

DRAWN: AB/NH

ISSUE:

DESIGN REVIEW

**A00B**  
SITE PERSPECTIVE  
RENDERING



**PROJECT ADDRESS**

131 E Sun Valley Rd  
Ketchum, ID. 83340

LEGAL ADDRESS:  
Ketchum Lot 8, BLK 37, 5500SF

PARCEL:  
RPK0000370080



**PROJECT DIRECTORY**

**Owner:** 131 E Sun Valley Rd LLC  
PO Box 222  
Sun Valley, ID. 83353

**Architect:** Farmer Payne Architects  
Aaron Beizer, Project Architect  
PO Box 869  
Ketchum, ID. 83340  
t: 208.214.5155  
e: aaron@farmerpaynearchitects.com

**Contractor:** KMV Builders  
Steve Kearns, Founder  
131 W 6th Street  
Ketchum, ID. 83340  
t: 208.726.4843  
e: steve@kmvbuilders.com

**Structural Engineer:** Murar Engineering & Design, Inc.  
Kevin Murar, Owner, SE, PE  
668 N 9th Street  
Boise, ID. 83702  
t: 208.343.4125  
e: kmurar@murarengineering.com

**Civil Engineer:** Galena Engineering, Inc.  
Samantha Stahlnecker, PE  
317 N River Street  
Hailey, ID. 83333  
t: 208.788.1705  
e: sam@galena-engineering.com

**MEP Engineer:** Musgrove Engineering, P.A.  
Todd Nelson, PE  
234 S Whisperwood Way  
Boise, ID. 83709  
t: 208.384.0585  
e: toddn@musgrovepa.com

**GENERAL NOTES**

01. All work shall be done in accordance with all applicable, currently adopted federal, state, and local codes and requirements to include, but not limited to the International Building Code, the National Electric Code, the Uniform Plumbing Code, and the Uniform Mechanical Code.

02. All subcontractors shall inspect the site before beginning work and identify any conflicts or inconsistencies between the Contract Documents and the existing site conditions.

03. All subcontractors shall notify the Owner and the Architect of conditions which require deviation from constructing the work as indicated in the Contract Documents.

04. Do not scale drawings. Large scale drawings take precedence over smaller scale drawings. Contact Architect for any undocumented dimensions or clarification of any dimensional discrepancies.

05. The General Contractor shall submit all proposed substitutions in writing to the Owner and the Architect for approval with samples, cost analysis, and sufficient information for evaluation. If a revision or substitution is made without the Owners' written approval that does not conform to the Contract Documents, it will relieve the Architect and Owner of any liability from the resulting aesthetic effect, subsequent failure, property damage, or personal injury.

07. All subcontractors shall perform high quality, professional work. The work of each trade shall meet or exceed all quality standards published by that trade.

08. All subcontractors shall comply with the rules of the City of Ketchum and the direction of the Owner for construction site facilities, use of premises, access to the site, and trash removal.

09. All work vehicles must be parked within areas indicated on the Construction Activity Plan

10. It is the intent of these plans and specifications to describe a complete and finished project other than items marked NIC (not in Contract). Errors and omissions that may occur in contract documents shall be brought to the attention of the Architect. The General Contractor will be held responsible for the results of any errors, discrepancies, or omissions which the General Contractor fails to notify the Architect before construction or fabrication of the work.

11. The General Contractor and Subcontractors shall verify all dimensions and job conditions at the job site sufficiently in advance of work to be performed to assure the orderly progress of the work.

12. The presence of the architect on the job site does not imply approval of any work. The General Contractor must call specific items to the attention of the Architect if he/she wishes to obtain the Architects approval.

13. The General Contractor shall protect all newly installed materials, finishes, and assemblies from damage throughout construction.

14. The General Contractor shall provide adequate and proper dry storage and handling of all building materials, supplies and finishes in accordance with the manufacturer's recommendations.

15. The General Contractor shall submit shop drawings for windows, doors, millwork, cabinetry, decorative steel elements, etc as wells as samples for all finishes. All Submittals shall be approved by Architect before installed

**CODE ANALYSIS**

2018 International Building Code

Construction Type: Type VB

Number of Stories: 3

Building Height: 39'-6" T.O. Parapet  
48'-0" T.O. Roof Access

Zoning: CC-2 (Community Core - Mixed Use)

Parking Spaces: 1 ADA, 3 Tandem, 4 Street

Fire Sprinkler System: Installed per NFPA 13 & City of Ketchum Requirements

**SQUARE FOOTAGE TABULATIONS**

**PROPOSED GROSS SQUARE FOOTAGE**

<b>Main Level:</b>	
Tenant 01 -	1,813 sf
Common Space -	176 sf
Stair & Elevator -	222 sf
Atrium -	134 sf
Mechanical -	209 sf
Garage (enclosed) -	440 sf
<b>Total</b>	<b>2,994 sf</b>

<b>Second Level:</b>	
Tenant 02 -	1,818 sf
Common Space -	372 sf
Tenant 03 -	1,779 sf
<b>Total</b>	<b>3,969 sf</b>

<b>Third Level:</b>	
Tenant 04 -	1,812 sf
Common Space -	395 sf
Tenant 05 -	1,762 sf
<b>Total</b>	<b>3,969 sf</b>

**Total Gross:** **10,932 sf**

**Lot Area:** .126ac or 5,500 sf  
**FAR:** 1.99  
(Community Housing Requirement to be Paid via Fee)

**Proposed Gross Square Footage for Parking Demand:**  
(Combined Tenant Square Footage from Above) **8,984 sf**

**SETBACKS**

	<b>REQUIRED:</b>	<b>PROPOSED:</b>
<b>Street Front:</b> (Refer to A100 for more Info)	5'-0" Average	5'-0" Average or Higher
<b>Alley Side:</b>	3'-0"	3'-0"
<b>Rear:</b>	None	0'-9"
<b>Roof Level Stair Enclosure:</b>	10'-0"	10'-0" Min.

**GENERAL SITE CONDITIONS**

01. The General Contractor shall coordinate with the Architect for the final building location.

02. The General Contractor shall dispose of all excess excavated material.

03. The General Contractor shall maintain the site throughout the course of the project by: repairing all earth related scarring resulting from equipment, spills, etc.

04. The General Contractor is responsible for the coordination and installation of all necessary site utilities including but not limited to power, telephone, water, sanitary sewer, gas, cable, etc. The General Contractor shall fill in and compact all trenches cut to install utilities on the site and verify all locations of meters, cans, tanks, lines, etc. with the Architect.

**17.127.040 - General.**

**A.Safety.**

- All signs shall be structurally sound and maintained in accordance with all applicable provisions of the international building code edition currently adopted by the City
- Signs shall not be located in a manner that interferes with pedestrian or vehicular travel or poses a hazard to pedestrians or vehicles.

**B.Computations.**

- Sign area. Sign area shall be measured as the area contained within the smallest polygonal shape that will enclose both the copy and the background. Sign copy mounted as individual letters or graphics against any part of a building or structure that does not have a distinct background, shall be measured as the sum of the smallest rectangle or square that will enclose each word and graphic. Where a sign consists of more than one face, section or module, all areas shall be totaled.
- Sign height for freestanding and sandwich board/portable board signs. The height of a sign shall include the frame, if any, and be computed as the distance from the base including feet of the sign, except as provided herein, at normal grade to the top of the highest attached component of the sign. Normal grade shall be the lower of either existing grade or the newly established grade after construction, exclusive of any filling, berming, mounding, or excavating. When the normal grade cannot be reasonably determined, the elevation of the nearest point of the crown of a public street or the grade of the land at the principal entrance to the principal structure on the lot, whichever is lower, shall be used as normal grade.

**C.Street frontage. Each street frontage with direct customer access is considered separately.**

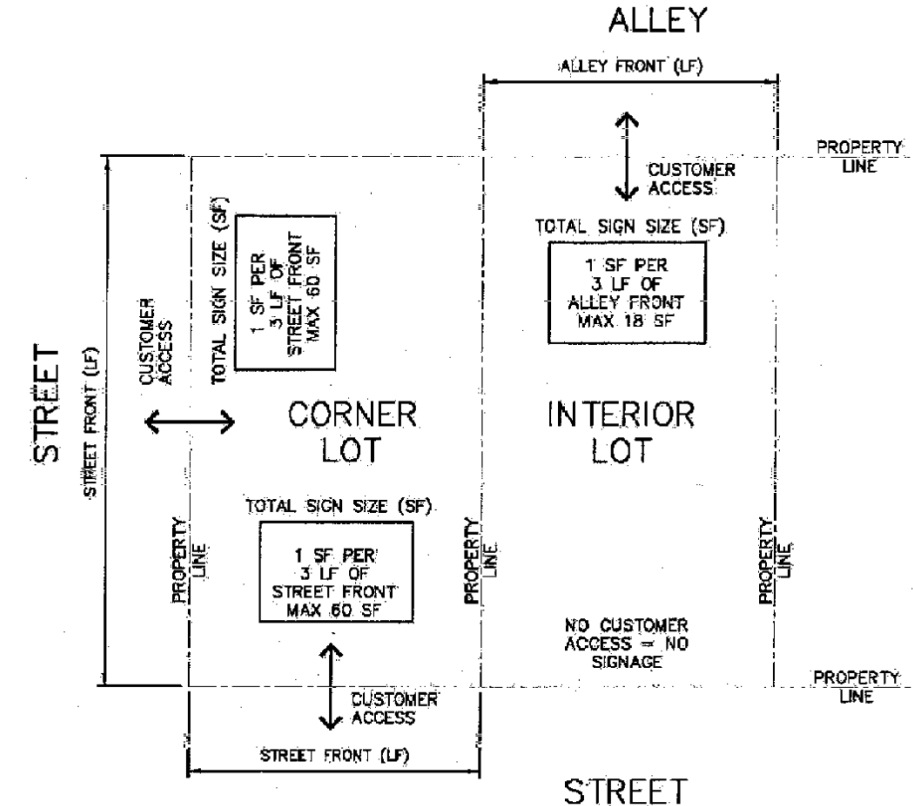
- Where building(s) have no street frontage and direct customer access is from an alley, the building is permitted one square foot of signage for every three feet of linear alley frontage, not to exceed 18 square feet; and each individual permitted commercial and mixed use is allowed one sign parallel to the alley frontage with direct access and one sign that is perpendicular to the alley with direct access.

**D.Sign lighting regulations. The following shall apply to all signs proposed in all zoning districts:**

- External illumination of signs shall conform to chapter 17.132, "Dark skies", of this title and be designed, located, shielded and directed in such a manner that the light source is fixed and is not directly visible from any adjacent public right-of-way, surrounding property, or motorist's vision.
- Internal lighting or backlighting shall conform to chapter 17.132, "Dark skies", of this title.
- Gas filled light tube (neon or facsimile) signs with tubes exposed to view of any size may be utilized inside the premises. One gas filled light tube (neon or facsimile) per business, provided it does not exceed four square feet and it is displayed from the inside of the building.
- LED lighting may be utilized provided the light source is recessed and not directly visible from any adjacent public right-of-way, surrounding property, or motorist's vision.

**E.Signs overhanging public rights-of-way. All signs, awnings, and marquees allowed to overhang a public right-of-way shall be subject to building code compliance, release of City liability, maintenance, safety, removal upon demand of the City, and other conditions at the time of permit issuance and prior to installation. The sign permit shall constitute an agreement between the applicant and the City concerning the public right-of-way.**

**KETCHUM SIGN ORDINANCE**



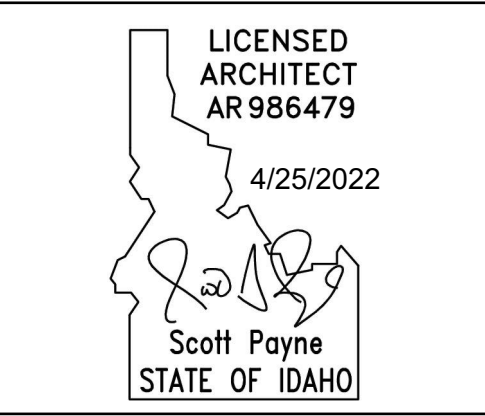
**17.127.050 - Sign specifications matrix.**

Sign Types	Maximum Area/Size	Maximum Height	Setback/Location	Maximum Number	Special Provisions
CC, T, T-3000, T-4000, LI-1, LI-2, and LI-3 districts:					
Awning	1 sq. ft. of signage for every 3 linear feet of street frontage, not to exceed 60 sq. ft. Each street frontage with direct customer access is considered separately	1' or 80% of the height of the face or valance, whichever is less. A minimum of 8' of clearance to grade required for the lowest portion of the awning or marquee	Street fronting face of the awning	n/a	Shall be calculated as part of total signage allowed per business
Freestanding	For every 1 linear foot of principal building 1/2 sq. ft. of freestanding signage is allowed, not to exceed 20 sq. ft. per side	12' from highest point to adjacent grade	25' clear zone shall be maintained per any street corner, intersection, curb cut or driveway, measured from the nearest edge of the driving surface	1 per building street frontage	No more than 2 faces per freestanding sign allowed. Shall be calculated as part of total signage allowed per lot
Marquee	1 sq. ft. of signage for every 3 linear feet of street frontage, not to exceed 60 sq. ft. Each street frontage with direct customer access is considered separately	Shall not extend above the lowest portion of a flat roof, the top of a parapet wall, above the eaves line/fascia of any roof type or above the highest portion of the marquee	Street fronting face of the marquee		Shall be calculated as part of total signage allowed per business
Projecting	Determined by height, clearance and projection parameters	A minimum of 8' of clearance to grade required for the lowest portion of the projecting sign. The top of sign shall be located below the windows on the second floor of the building	n/a	1 per storefront entrance	Shall not extend more than 4" from the building. The maximum profile or thickness shall not exceed 6"
Sandwich board (see graphic below)	6 sq. ft. of signage area	3/8" from grade	Shall be located within the frontage of the subject property and proximate to the building entrance. A minimum of 5' must be maintained for pedestrian travel	1 per business	No more than 2 sides per sandwich board sign. Shall not be counted toward the total size of permissible signage
Temporary <sup>2</sup>	30 sq. ft.	Shall not extend above the second story of the building the sign is displayed on and shall maintain at least 8' from grade to bottom of sign	Shall be located on private property and not encroach into the public ROW	No more than 2 allowed per business at any 1 time	Shall not be counted toward the total size of permissible signage. Displayed on private property for a maximum of 45 days in a calendar year, maximum of 14 consecutive days at 1 time, and no more than 4 times in a calendar year
Wall <sup>1,3</sup>	1 sq. ft. of signage for every 3 linear feet of street frontage, not to exceed 60 sq. ft. Each street frontage with direct customer access is considered separately	Shall not extend above the lowest portion of a flat roof, the top of a parapet wall, or above the eaves line/fascia of any roof type	n/a	Each individual permitted commercial use is limited to 2 signs that are parallel to the street frontage with direct customer access	Any building facade shall not have a wall sign more than 40% of the unbroken facade area
Window	Shall not occupy more than 25% of the total area of a single window surface	n/a			Any sign located inside of a building within 3' of an exterior window shall be counted as a window sign. All video displays visible from an exterior window are prohibited. Window signs are not included in the total allowed signage

**Jackson Hole**  
260 West Broadway, Suite A  
Jackson, WY 83001  
T.307.264.0080

**Sun Valley**  
351 N Leadville Ave., Suite 204  
Ketchum, ID 83340  
T.208.214.5155

**Louisiana**  
910 Pierremont Rd., Suite 410  
Shreveport, LA 71106  
T.318.383.3100



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**1st & SUN VALLEY RD**  
**OFFICE BUILDING**  
**131 EAST SUN VALLEY RD**  
**KETCHUM, ID 83340**

DATE: 4/25/22  
PROJECT #: SV2106  
DRAWN: AB/NH  
ISSUE:  
DESIGN REVIEW

BONDERIZED VARIABLE WIDTH  
VERTICAL BOX SEAM METAL SIDING  
(PERFORATED AT SCREENS)



BRONZE / BLACK WINDOWS & DOORS



PAVERS



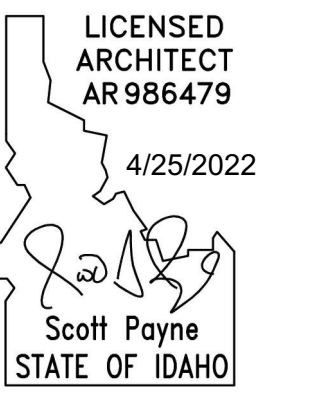
ANTIQUe BRICK



ANTIQUe HEAVY TIMBER BEAMS



BRONZE / BLACK METAL FASCIAS & ACCENTS



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1st & SUN VALLEY  
OFFICE BUILDING  
131 EAST SUN VALLEY RD  
KETCHUM, ID 83340

DATE: 4/25/22

PROJECT #: SV2106

DRAWN: AB/NH

ISSUE:

DESIGN REVIEW

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LICENSED  
ARCHITECT  
AR 986479

4/25/2022

Scott Payne  
STATE OF IDAHO

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1st & SUN VALLEY  
OFFICE BUILDING

131 EAST SUN VALLEY RD  
KETCHUM, ID 83340

DATE: 4/25/22

PROJECT #: SV2106

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ISSUE:

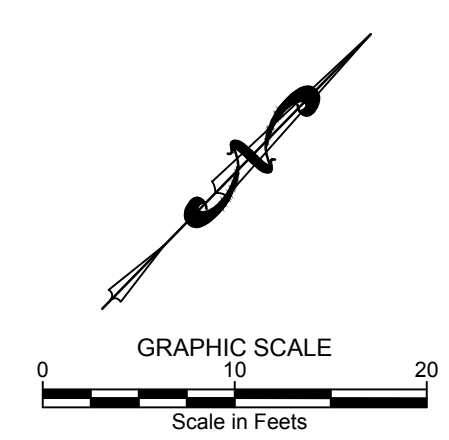
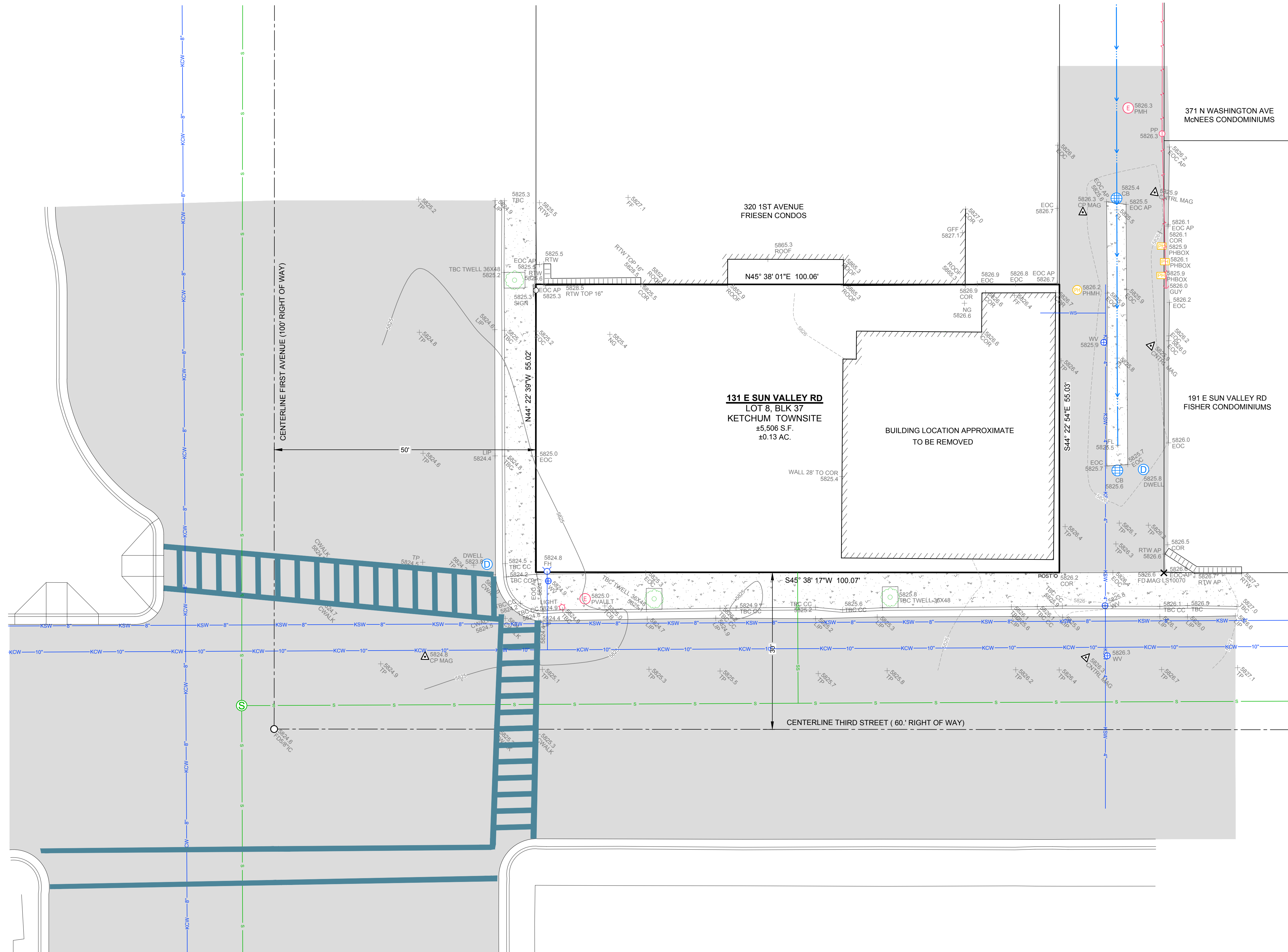
DESIGN REVIEW

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**A003**

SITE PHOTOS

REUSE OF DRAWINGS: These drawings, or any portion thereof, shall not be used on any project or extension of this Project except by agreement in writing with Galena Engineering, Inc.



**LEGEND**

	Property Line		Light
	Adjoiner's Lot Line		PBOX = Power Box
	Centerline of Right of Way		PP = Power Pole
	CNTRL = Survey Control		GUY = Guywire
	Found Magnetic Nail		PMH = Power Manhole
	5' Contour Interval		CB = Catch Basin
	1' Contour Interval		DWELL = Dry Well
	FL = Flow Line of Creek/Ditch		FH = Fire Hydrant
	Curb & Gutter		WV = Water Valve
	Building		AP = Angle Point
	Asphalt		COR = Corner
	Concrete Sidewalk		CWALK = Crosswalk
	RTW = Retaining Wall		CC = Curb Cut
	DT = Deciduous Tree		EOC = Edge of Concrete
	SGN = Sign		FF = Finished Floor
	PHBOX = Telephone Riser		FL = Flow Line
	PHMH = Telephone Manhole		GFF = Garage Finished Floor
	Gate Post		LIP = Lip of Gutter
	Overhead Power Line		NG = Natural Ground
	Sewer Main		TP = Top of Pavement
	Sewer Manhole		TBC = Top Back of Curb
	Sewer Service		
	Ketchum City Water Line (10")		
	Ketchum City Water Line (8")		
	Ketchum Spring Line (8")		
	Ketchum Spring Line (4")		
	Water Service		

- NOTES**
- The purpose of this map is to show topographical information as it existed on the date the field survey was performed. Changes may have occurred to site conditions since survey date (09/08/2021).
  - Boundary information is based on Found Centerline Monumentation. Please refer to the Official Map of the Village of Ketchum, Instrument No. 302967, records of Blaine County, Idaho.
  - Underground utility locations are based on above ground appurtenances, utilities visible at the time of the survey, and City maps. Utilities should be located prior to any excavation.
  - Galena Engineering Inc. has not received a Title Policy from the client and has not been requested to obtain one. Relevant information that may be contained within a Title Policy may therefore not appear on this map and may affect items shown hereon. It is the responsibility of the client to determine the significance of the Title Policy information and determine whether it should be included. If the client desires for the information to be included they must furnish said information to Galena Engineering, Inc. and request it be added to this map.
  - Benchmark is top of FND 5/8" Rebar at the Intersection of Third Street and First Avenue, elevation = 5824.6. Vertical Datum is NAVD 1988.

**A TOPOGRAPHIC MAP SHOWING**  
**131 E SUN VALLEY RD, LOT 8, BLK 37, KETCHUM TOWNSITE**  
 LOCATED WITHIN SECTION 18, T.4 N., R.18 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
 PREPARED FOR: 131 E SUN VALLEY RD LLC

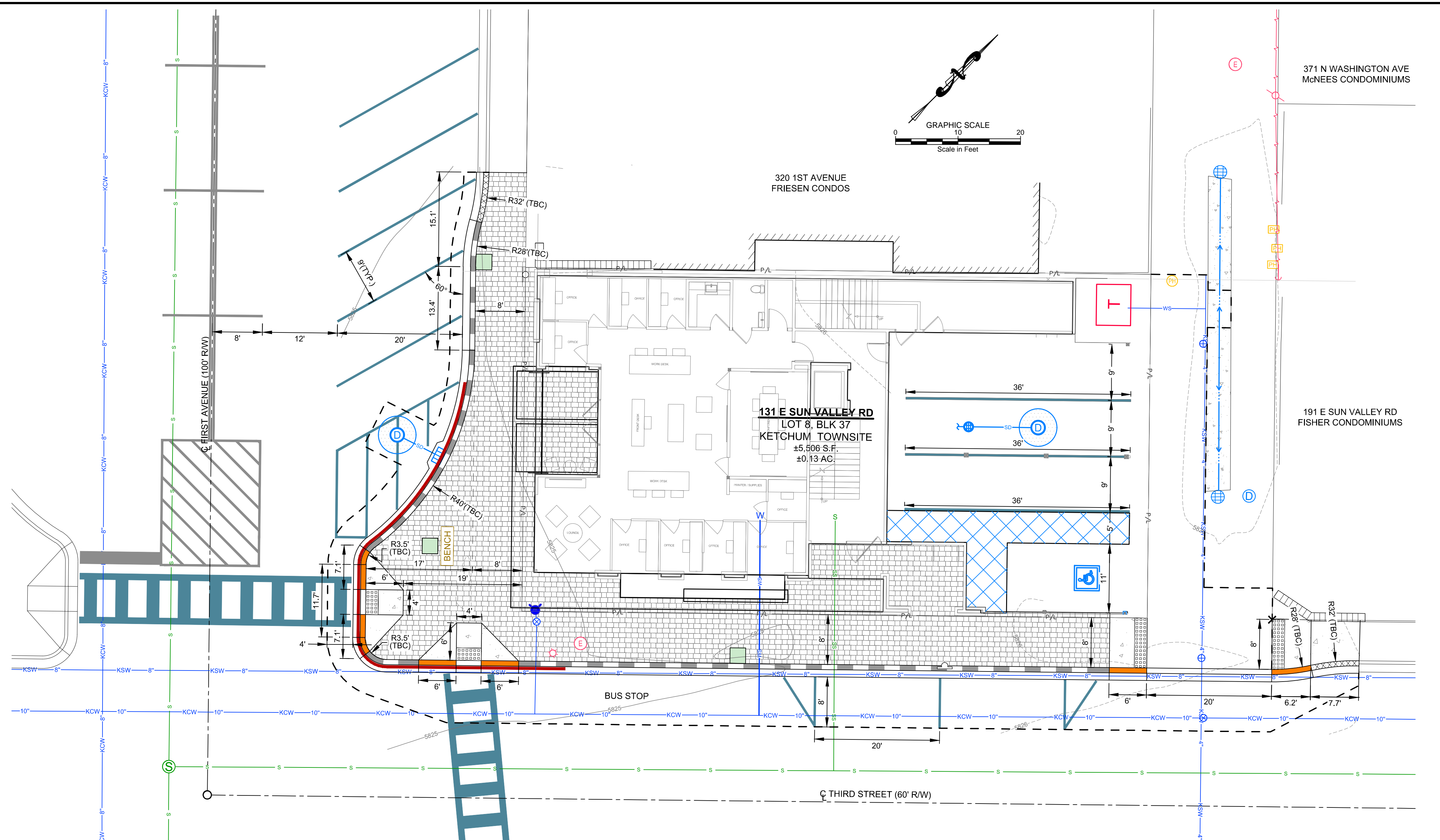


DESIGNED BY \_\_\_\_\_  
 IDV \_\_\_\_\_  
 DRAWN BY \_\_\_\_\_  
 SMF/MEP \_\_\_\_\_  
 CHECKED BY \_\_\_\_\_

**GALENA**  
**ENGINEERING, INC.**  
 Civil Engineers & Land Surveyors  
 317 N. River Street  
 Hailey, Idaho 83433  
 (208) 788-1705  
 email: galena@galena-engineering.com

PURPOSE:	NO.	DATE	BY	REVISIONS

**C0.0**



**CONSTRUCTION NOTES**

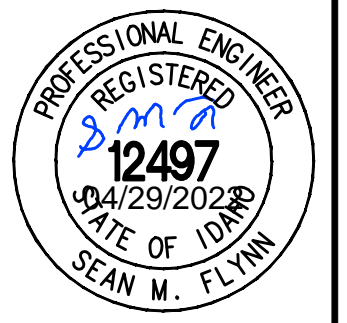
- ALL CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE MOST CURRENT EDITION OF THE 'IDAHO REGULATIONS FOR PUBLIC DRINKING WATER SYSTEMS,' THE CURRENT EDITION OF THE 'IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION' (ISPCW), AND CITY OF KETCHUM STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND KEEPING A COPY OF THE ISPCW ON SITE DURING CONSTRUCTION.
- THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN ON THE PLANS IN AN APPROXIMATE WAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING EXISTING UTILITIES PRIOR TO COMMENCING AND DURING THE CONSTRUCTION. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH RESULT FROM HIS FAILURE TO ACCURATELY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. CONTRACTOR SHALL CALL DIGLINE (1-800-342-1585) TO LOCATE ALL EXISTING UNDERGROUND UTILITIES.
- THE CONTRACTOR SHALL CLEAN UP THE SITE AFTER CONSTRUCTION SO THAT IT IS IN A CONDITION EQUAL TO OR BETTER THAN THAT WHICH EXISTED PRIOR TO CONSTRUCTION, INCLUDING BUT NOT LIMITED TO, EPA'S NPDES CONSTRUCTION GENERAL PERMIT.
- THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION.
- CONSTRUCTION OF WATER MAINS AND ALL OTHER RELATED APPURTENANCES SHALL BE IN ACCORDANCE WITH THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPCW), IDAPA 58.01.08, IDAHO RULES FOR PUBLIC DRINKING WATER SYSTEMS AND THE CITY OF KETCHUM UTILITIES DEPARTMENT STANDARDS.
- CONTRACTOR SHALL PRESSURE TEST, DISINFECT, AND CONDUCT BIOLOGICAL TESTING IN ACCORDANCE WITH THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPCW), AMERICAN WATER WORKS ASSOCIATION (AWWA) STANDARDS, AND THE PRESSURE TESTING, DISINFECTION, AND MICROBIOLOGICAL TESTING PROCEDURES.
- ALL WATER SUPPLY FIXTURES, FITTINGS, PIPING, AND ALL RELATED APPURTENANCES SHALL BE ANSISNF STD. 61 COMPLIANT.
- ALL WATER SUPPLY FIXTURES, FITTINGS, PIPING, AND ALL RELATED APPURTENANCES SHALL COMPLY WITH THE LOW LEAD ACT REQUIRING ALL MATERIALS TO HAVE A LEAD CONTENT EQUAL TO OR LESS THAN 0.25%.
- THE CONTRACTOR SHALL USE ANSISNF STANDARD 60 CHEMICALS AND COMPOUNDS DURING INSTALLATION & DISINFECTION OF POTABLE WATER MAIN.
- CONTRACTOR SHALL COORDINATE LOCATIONS OF DRY UTILITY FACILITIES (POWER, CABLE, PHONE, TV) NOT SHOWN ON THE DRAWING WITH IDAHO POWER.
- ALL CLEARING & GRUBBING SHALL CONFORM TO ISPCW SECTION 201.
- ALL EXCAVATION & EMBANKMENT SHALL CONFORM TO ISPCW SECTION 202. EXCAVATED SUBGRADE SHALL BE COMPACTED AND ALL UNSUITABLE SECTIONS REMOVED AND REPLACED WITH STRUCTURAL FILL AS DETERMINED BY THE ENGINEER. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 95% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99 OR ITD T-91.
- ALL 2" MINUS GRAVEL SHALL CONFORM TO ISPCW 802, TYPE II (ITD STANDARD 703.04, 2"), SHALL BE PLACED IN CONFORMANCE WITH ISPCW SECTION 801 AND COMPACTED PER SECTION 202. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 90% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99.
- ALL 3/4" MINUS CRUSHED GRAVEL SHALL CONFORM TO ISPCW 802, TYPE I (ITD STANDARD 703.04, 3/4" B), SHALL BE PLACED IN CONFORMANCE WITH ISPCW SECTION 802 AND COMPACTED PER SECTION 202. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 95% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99 OR ITD T-91.
- ALL ASPHALTIC CONCRETE PAVEMENT WORK SHALL CONFORM TO ISPCW SECTION(S) 805, 810, AND 811 FOR CLASS II PAVEMENT. ASPHALT AGGREGATE SHALL BE 1/2" (13MM) NOMINAL SIZE CONFORMING TO TABLE 803B IN ISPCW SECTION 803. ASPHALT BINDER SHALL BE PG 58-28 CONFORMING TO TABLE A-1 IN ISPCW SECTION 805.
- ALL EDGES OF EXISTING ASPHALT PAVING SHALL BE SAW CUT 24" TO PROVIDE A CLEAN PAVEMENT EDGE FOR MATCHING. NO WHEEL CUTTING SHALL BE ALLOWED.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING TRAFFIC CONTROL PER THE CURRENT EDITION OF THE US DEPARTMENT OF TRANSPORTATION MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
- ALL CONCRETE FORM WORK SHALL CONFORM TO ISPCW SECTION 701 AND 703. ALL CONCRETE SHALL BE 3,000 PSI MINIMUM, 28 DAY, AS DEFINED IN ISPCW SECTION 703, TABLE 1.C.
- ALL TRENCHING SHALL CONFORM TO ISPCW STANDARD DRAWING SD-301. TRENCHES SHALL BE BACKFILLED AND COMPACTED TO A MINIMUM OF 95% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T-99.
- TOPOGRAPHIC, SITE, AND BOUNDARY SURVEYS SHOWN HEREON WERE CONDUCTED BY GALENA ENGINEERING, 02/12/07. LOCATIONS OF WATER AND SEWER MAINS AND SERVICES SHOWN HEREON ARE PER THE OFFICIAL WATER AND SEWER SYSTEM MAPS PROVIDED BY THE CITY OF KETCHUM.
- PER IDAHO CODE § 55-1613, THE CONTRACTOR SHALL RETAIN AND PROTECT ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS AND POINTS SET IN CONTROL SURVEYS. ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS AND POINTS SET IN CONTROL SURVEYS THAT ARE LOST OR DISTURBED BY CONSTRUCTION SHALL BE REESTABLISHED AND RE-MONUMENTED, AT THE EXPENSE OF THE AGENCY OR PERSON CAUSING THEIR LOSS OR DISTURBANCE AT THEIR ORIGINAL LOCATION OR BY SETTING OF A WITNESS CORNER OR REFERENCE POINT OR A REPLACEMENT BENCHMARK OR CONTROL POINT, BY OR UNDER THE DIRECTION OF A PROFESSIONAL LAND SURVEYOR.

**LEGEND**

EXISTING ITEMS	PROPOSED ITEMS
Property Line	Asphalt
Adjoiner's Lot Line	Pavers
Centerline	Concrete Sidewalk
FDAC = Found Aluminum Cap	6" Concrete Rolled Curb
CNTRL = Survey Control	Curb Transition (6" Rolled to Zero Reveal)
5' Contour Interval	Curb Transition (6" Vertical to 6" Rolled)
1' Contour Interval	Zero Reveal Curb & Gutter
Curb & Gutter	ADA Access Truncated Dome Sign
BLDG = Building	Drywell
SGN = Sign	Storm Drain
GMTR = Gas Meter	Catch Basin
PHBOX = Telephone Riser	Sawcut Line
Overhead Power Line	Road Paint
Light	Grade
PMH = Power Manhole/Vault	Spot Elevation
Subsurface Power Box	Tree Well
PP = Power Pole	Improved Fire Hydrant
GUY = Guywire	FPE = Finished Floor @ Entry
Sewer Main	LIP = Lip of Gutter
SMH = Sewer Manhole	POC = Point on Curve
SS = Sewer Service	PRC = Point of Reverse Curve
DWELL = Dry Well	PT = Point of Tangent
WV = Water Valve	TA = Top of Asphalt
Ketchum City Water Line (10")	TBW = Top Back of Walk
Ketchum City Water Line (8")	TS = Top of Steps
Ketchum Spring Line (8")	Trash Bin
Ketchum Spring Line (4")	ADA Accessible Route (not painted)
Water Service	Bench
RTW = Retaining Wall	Transformer
Road Paint	
PHMH = Telephone Manhole	

**1ST & SUN VALLEY OFFICE BUILDING  
SITE GEOMETRY PLAN**

LOCATED WITHIN SECTIONS 13 & 18, T.4N., R.18E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
PREPARED FOR FARMER PAYNE ARCHITECTS



CT DESIGNED BY  
CT DRAWN BY  
SMF CHECKED BY

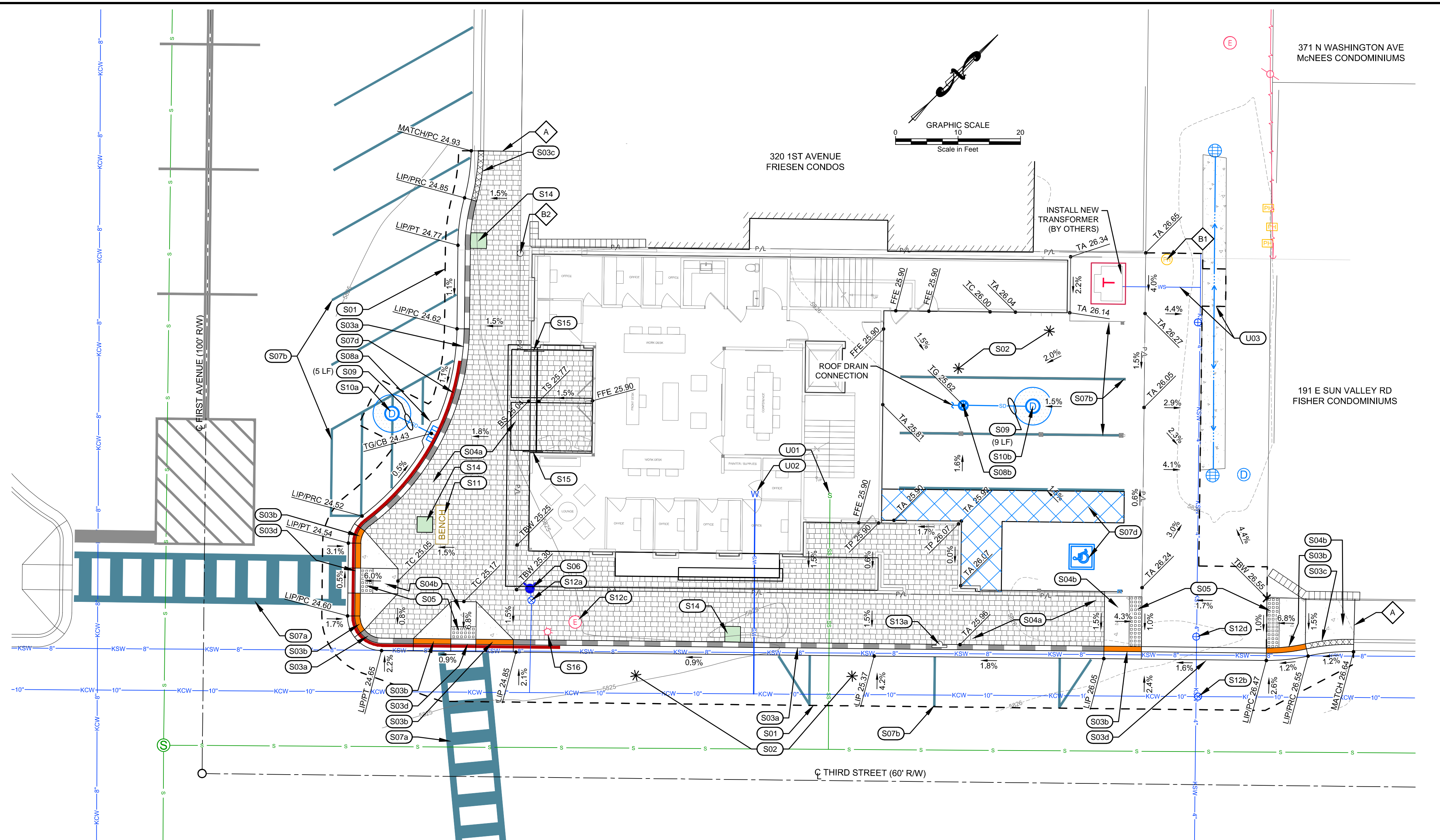
**GALENA ENGINEERING, INC.**  
Civil Engineers & Land Surveyors  
317 N. River Street  
Halley, Idaho 83333  
(208) 788-1705  
email: galena@galena-engineering.com

NO.	DATE	BY	REVISIONS

PURPOSE: ISSUE FOR REVIEW  
C1.0

REUSE OF DRAWINGS: These drawings, or any portion thereof, shall not be used on any project or extension of this project except by agreement in writing with Galena Engineering, Inc.

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### LEGEND

**EXISTING ITEMS**

- P/L Property Line
- Adjoiner's Lot Line
- Centerline
- FDAC = Found Aluminum Cap
- CNTRL = Survey Control
- 5' Contour Interval
- 1' Contour Interval
- Curb & Gutter
- BLDG = Building
- SGN = Sign
- GMTR = Gas Meter
- PHBOX = Telephone Riser
- Overhead Power Line
- Light
- PMH = Power Manhole/Vault
- PP = Power Pole
- GUY = Guywire
- Sewer Main
- SMH = Sewer Manhole
- SS = Sewer Service
- DWELL = Dry Well
- WV = Water Valve
- Ketchum City Water Line (10')
- Ketchum City Water Line (8')
- Ketchum Spring Line (8')
- Ketchum Spring Line (4')
- Water Service
- RTW = Retaining Wall
- Road Paint
- PHMH = Telephone Manhole

**PROPOSED ITEMS**

- Asphalt
- Pavers
- Concrete Sidewalk
- 6" Concrete Rolled Curb
- Curb Transition (6" Rolled to Zero Reveal)
- Curb Transition (6" Vertical to 6" Rolled)
- Zero Reveal Curb & Gutter
- ADA Access Truncated Dome
- Sign
- Drywell
- Storm Drain
- Catch Basin
- Sawcut Line
- Road Paint
- Grade
- Spot Elevation
- Tree Well
- Improved Fire Hydrant
- BS = Bottom of Steps
- FFE = Finished Floor @ Entry
- LIP = Lip of Gutter
- POC = Point on Curve
- PRC = Point of Reverse Curve
- PT = Point of Tangent
- TA = Top of Asphalt
- TBW = Top Back of Walk
- TC = Top of Concrete
- TS = Top of Steps

**UTILITIES**

- SS- Sewer
- WS- Water
- U01 - UTILIZE EXISTING 4" SEWER SERVICE.
- U02 - INSTALL 3" POLY PIPE WATER SERVICE. SEE DETAIL 6 / C1.2 FOR TRENCHING STANDARDS.
- U03 - LOCATE AND REMOVE EXISTING WATER SERVICE AND CAP AT WATER MAIN. REPAIR CONCRETE VALLEY GUTTER.

**CONSTRUCTION (SITE, GRADING, & DRAINAGE) KEY NOTES**

- S01** SAWCUT EXISTING ASPHALT TO PROVIDE FOR A CLEAN VERTICAL EDGE.
- S02** CONSTRUCT ASPHALT ROADWAY / ASPHALT REPAIR. SEE DETAIL 1 / C1.2.
- S03** CONSTRUCT CONCRETE CURB AND GUTTER
  - a. 6" ROLLED C&G PER DETAIL 3 / C1.2.
  - b. CURB TRANSITION FROM 6" ROLLED TO ZERO REVEAL PER DETAIL 2 / C1.2.
  - c. CURB TRANSITION FROM 6" VERTICAL TO 6" ROLLED.
  - d. ZERO REVEAL CURB AND GUTTER PER DETAIL 2 / C1.2.
- S04** CONSTRUCT SIDEWALK. WIDTH AS SHOWN HEREON.
  - a. PAVES SIDEWALK. SEE DETAIL 4 / C1.2.
  - b. ADA COMPLIANT RAMPS. SEE DETAIL 5 / C1.2. \*\*NOTE: ALL SIDEWALK WITHIN RIGHT-OF-WAY IS HEATED.
- S05** INSTALL CITY OF KETCHUM APPROVED CAST IRON TRUNCATED DOME DETECTABLE WARNING INSERT. SEE DETAIL 1 / C1.3.
- S06** RETAIN AND PROTECT EXISTING FIRE HYDRANT. INSTALL CITY PROVIDED MOUNTAIN EXTENSION. CONTRACTOR TO COORDINATE WITH WATER AND FIRE DEPARTMENTS.
- S07** INSTALL ROAD STRIPING / PAINT
  - a. WHITE CROSSWALK STRIPING (12" WIDE STRIPES AND 24" CROSS BARS).
  - b. YELLOW ASPHALT PARKING STRIPING (4" WIDE). MATCH CITY PATTERNS.
  - c. RED 'NO PARKING' STRIPING ON CURB. MATCH CITY PATTERNS.
  - d. BLUE ADA PARKING STRIPING AND/OR PARKING SYMBOL (4" WIDE)
- S08** INSTALL CATCH BASIN. SEE DETAIL 7 / C1.2.
  - a. RIM = 5824.23 I.E.(OUT) = 5821.23
  - b. RIM = 5825.62 I.E.(OUT) = 5822.62
- (LF) S09** INSTALL 12" ADS N-12 STORM DRAIN PIPE WITH A MINIMUM SLOPE OF 2.0%. SEE DETAIL 6 / C1.2 FOR TRENCHING SECTION.
- S10** DRYWELL (PUBLIC): SEE DETAIL 8 / C1.2.
  - a. RIM = 5824.55 I.E.(IN) = 5821.03
  - b. RIM = 5825.78 I.E.(IN) = 5822.44
- BENCH S11** INSTALL CITY OF KETCHUM APPROVED PEDESTRIAN BENCH. SEE ARCHITECTURAL PLANS FOR DETAIL.
- S12** RESET UTILITY BOX LID ELEVATION.
  - a. WATER VALVE BOX ORIGINAL RIM = 5824.86 NEW RIM = 5825.30
  - b. WATER VALVE BOX ORIGINAL RIM = 5826.31 NEW RIM = 5826.44
  - c. POWER VAULT ORIGINAL RIM = 5824.97 NEW RIM = 5825.31
  - d. WATER VALVE BOX ORIGINAL RIM = 5825.85 NEW RIM = 5826.31
- S13** SIGNS: SEE DETAIL 3 / C1.3 FOR SIGN BASE DETAIL.
  - a. INSTALL REGULATORY SIGN. COORDINATE TYPE AND FINAL LOCATION WITH CITY OF KETCHUM.
- S14** INSTALL KETCHUM STANDARD TREE WELL. SEE DETAIL 2 / C1.3.
- S15** INSTALL ADA COMPLIANT HAND RAIL PAINTED PER ARCHITECTS SPECIFICATIONS. SEE DETAIL 4 / C1.3.
- S16** REPLACE EXISTING LIGHT WITH CITY STANDARD LIGHT POST. SEE DETAIL 5 / C1.3.

**UTILTY IMPROVEMENT KEY NOTES**

- A** MATCH EXISTING LINES AND GRADES
- B** RETAIN AND PROTECT
  - 1. COMMUNICATION MANHOLE
  - 2. SIGN

**320 1ST AVENUE FRIESEN CONDOS**

**371 N WASHINGTON AVE McNEES CONDOMINIUMS**

**191 E SUN VALLEY RD FISHER CONDOMINIUMS**

**GRAPHIC SCALE**  
Scale in Feet

**LEGEND**

**CONSTRUCTION (SITE, GRADING, & DRAINAGE) KEY NOTES**

**UTILTY IMPROVEMENT KEY NOTES**

**REVISIONS**

NO.	DATE	BY	REVISIONS

**PURPOSE: ISSUE FOR REVIEW**

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**PROFESSIONAL ENGINEER**  
12497  
5/4/29/2022  
STATE OF IDAHO  
SEAN M. FLANN

**PROJECT INFORMATION**  
1st & Sun Valley Office Building Grading and Drainage Plan  
LOCATED WITHIN SECTIONS 13 & 18, T.4N., R.18E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
PREPARED FOR FARMER PAYNE ARCHITECTS

**C1.1**

1ST & SUN VALLEY OFFICE BUILDING  
GRADING AND DRAINAGE PLAN

LOCATED WITHIN SECTIONS 13 & 18, T.4N., R.18E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
PREPARED FOR FARMER PAYNE ARCHITECTS

PROJECT INFORMATION  
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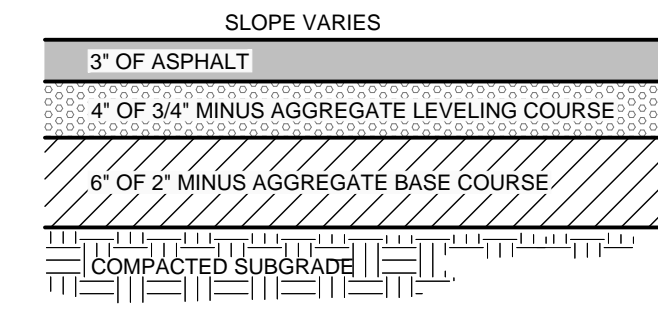
PROFESSIONAL ENGINEER  
12497  
5/4/29/2022  
STATE OF IDAHO  
SEAN M. FLANN

CT DESIGNED BY  
CT DRAWN BY  
SMF CHECKED BY

PURPOSE: ISSUE FOR REVIEW

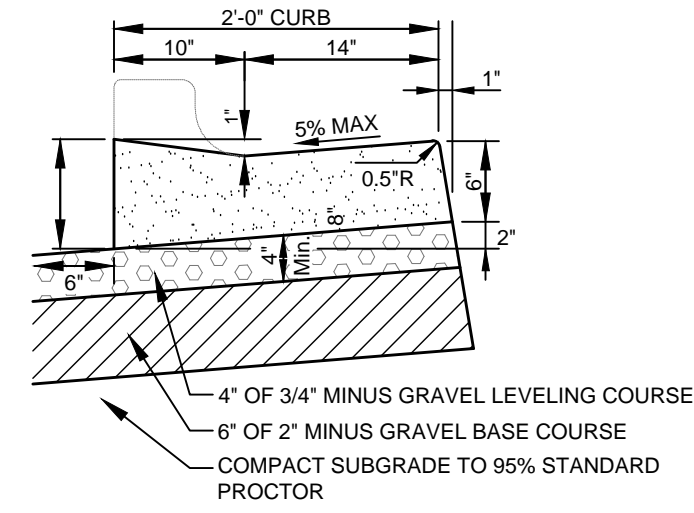
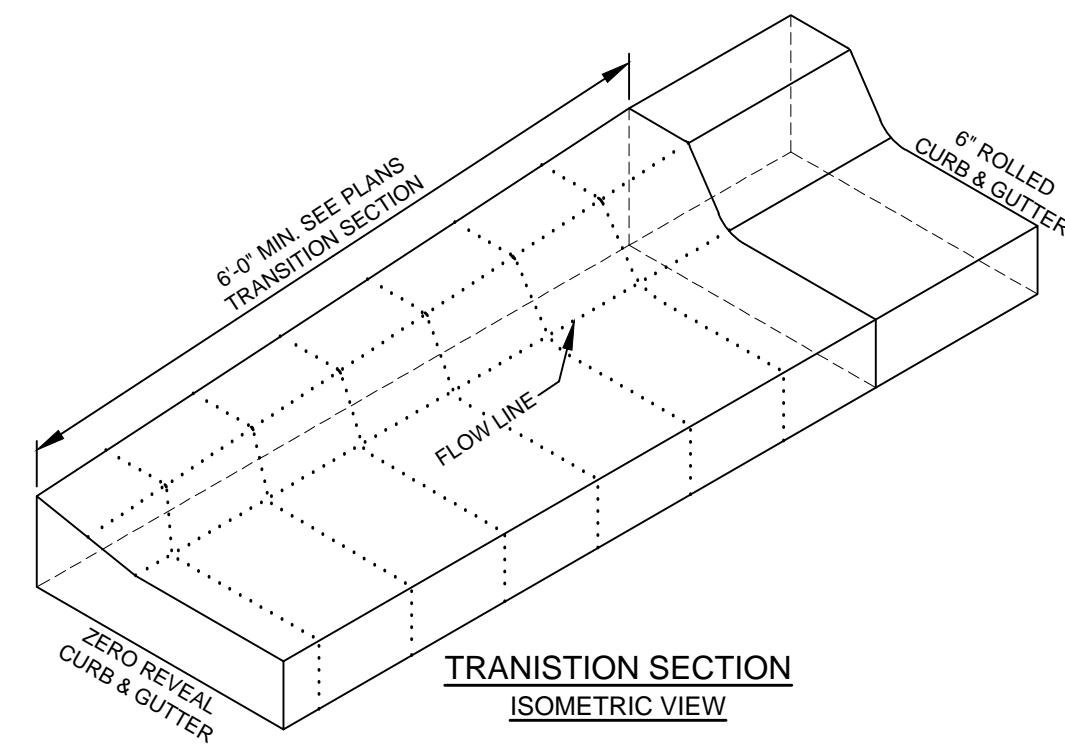
NO. DATE BY REVISIONS

C1.1



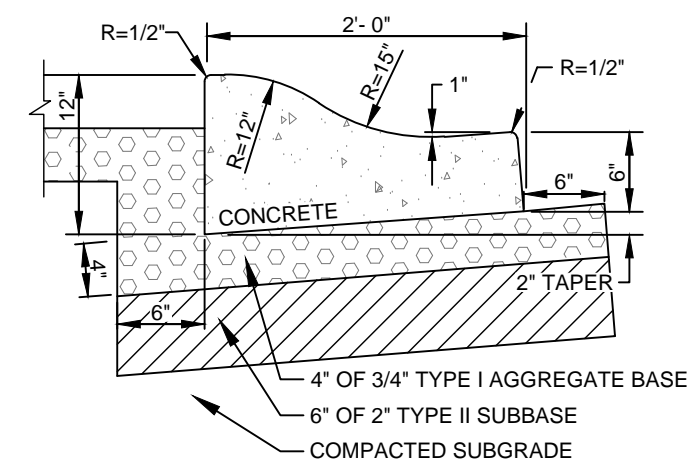
- NOTES:
- SUBBASE CAN BE 2" TYPE II OR 3/4" TYPE I CRUSHED AGGREGATE BASE COURSE.
  - MATERIALS SHALL CONFORM WITH CURRENT ISPCW STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.
  - PAVEMENT SECTION MAY BE MODIFIED IF A PROJECT SPECIFIC GEOTECHNICAL REPORT, STAMPED BY A LICENSED ENGINEER, IS PROVIDED.

**1**  
C1.2 **TYPICAL ASPHALT SECTION**  
N.T.S.



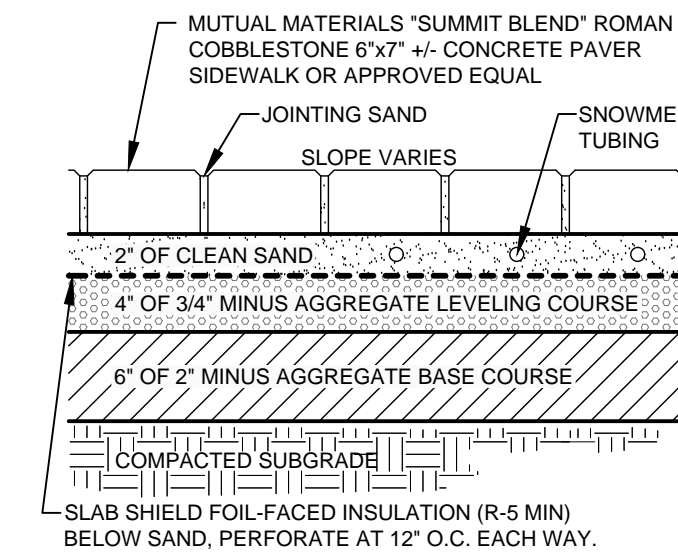
- NOTES:
- 1/2-INCH PREFORMED EXPANSION JOINT MATERIAL (AASHTO M 213) AT TERMINAL POINTS OF RADI.
  - CONTINUOUS PLACEMENT PREFERRED. SCORE INTERVALS TO MATCH SIDEWALK WITH 10- FEET MAXIMUM SPACING.
  - MATERIALS SHALL CONFORM WITH CURRENT ISPCW STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.

**2**  
C1.2 **TYPICAL CURB TRANSITION DETAIL**  
N.T.S.

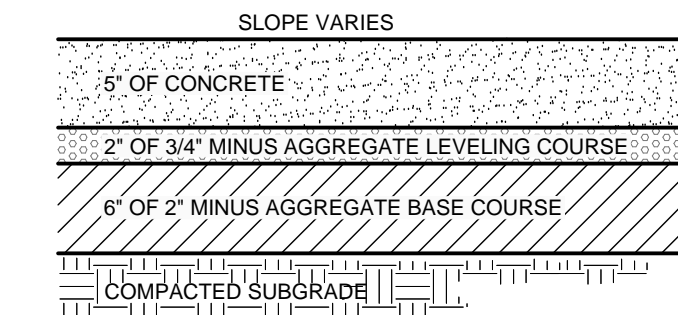


- NOTES:
- SUBBASE CAN BE 2" TYPE II OR 3/4" TYPE I CRUSHED AGGREGATE BASE COURSE.
  - MATERIALS SHALL CONFORM WITH CURRENT ISPCW STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.
  - PAVEMENT SECTION MAY BE MODIFIED IF A PROJECT SPECIFIC GEOTECHNICAL REPORT, STAMPED BY A LICENSED ENGINEER, IS PROVIDED.
  - 1/2-INCH PREFORMED EXPANSION JOINT MATERIAL (AASHTO M 213) AT TERMINAL POINTS OF RADI.
  - CONTINUOUS PLACEMENT PREFERRED. SCORE INTERVALS 10- FEET MAXIMUM SPACING (8- FEET W/SIDEWALK).

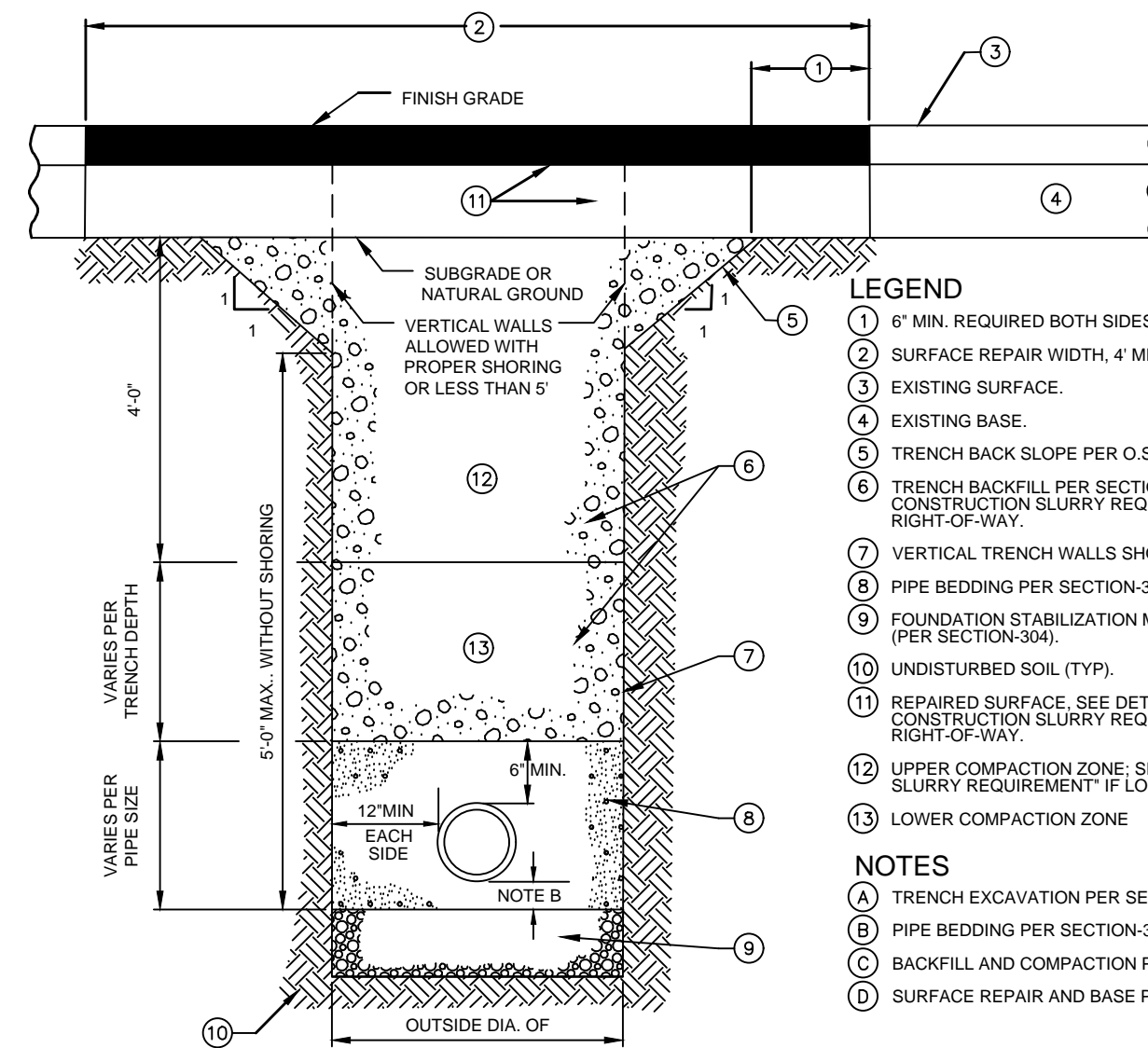
**3**  
C1.2 **6\"/>**



**4**  
C1.2 **PAVER DETAIL**  
N.T.S.



**5**  
C1.2 **TYPICAL CONCRETE SECTION**  
N.T.S.



- LEGEND**
- 6" MIN. REQUIRED BOTH SIDES, SAWCUT REQUIRED.
  - SURFACE REPAIR WIDTH, 4" MINIMUM.
  - EXISTING SURFACE.
  - EXISTING BASE.
  - TRENCH BACK SLOPE PER O.S.H.A. OR SUITABLE SHORING.
  - TRENCH BACKFILL PER SECTION-306, OR SEE "KETCHUM PUBLIC CONSTRUCTION SLURRY REQUIREMENT" IF LOCATED WITHIN PUBLIC RIGHT-OF-WAY.
  - VERTICAL TRENCH WALLS SHORING PER O.S.H.A.
  - PIPE BEDDING PER SECTION-305 (SEE SD-302).
  - FOUNDATION STABILIZATION MAY VARY PER SOIL TYPE AND STABILITY (PER SECTION-304).
  - UNDISTURBED SOIL (TYP).
  - REPAIRED SURFACE. SEE DETAILS 1 AND 2. SEE "KETCHUM PUBLIC CONSTRUCTION SLURRY REQUIREMENT" IF LOCATED WITHIN PUBLIC RIGHT-OF-WAY.
  - UPPER COMPACTION ZONE. SEE "KETCHUM PUBLIC CONSTRUCTION SLURRY REQUIREMENT" IF LOCATED WITHIN PUBLIC RIGHT-OF-WAY.
  - LOWER COMPACTION ZONE.
- NOTES**
- TRENCH EXCAVATION PER SECTION-301.
  - PIPE BEDDING PER SECTION-305.
  - BACKFILL AND COMPACTION PER SECTION-306.
  - SURFACE REPAIR AND BASE PER DETAIL 3C20

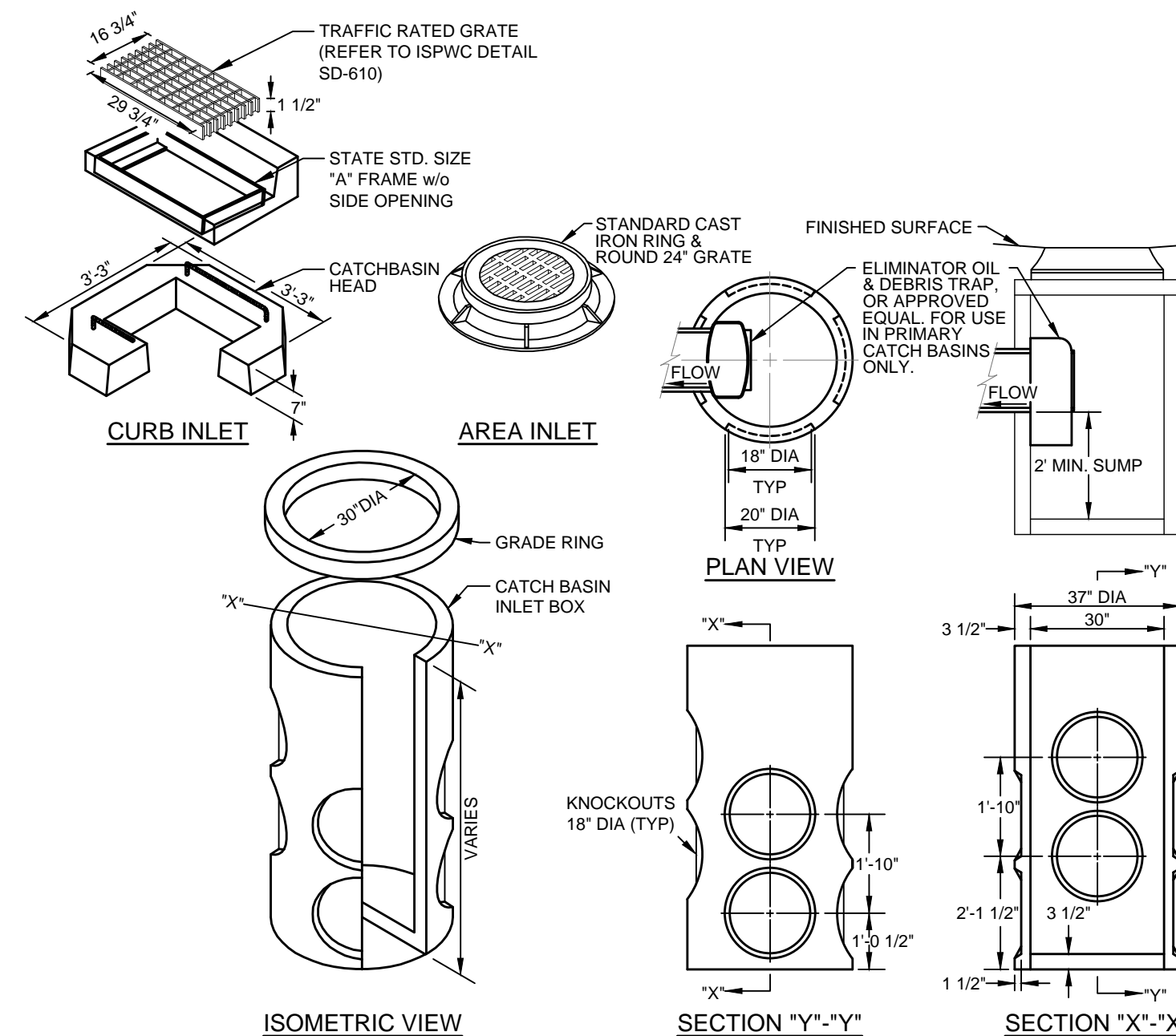
**KETCHUM PUBLIC CONSTRUCTION SLURRY REQUIREMENT**  
 IN AREAS WHERE IT IS NECESSARY TO CUT THE ASPHALT PAVEMENT AND DIG A TRENCH FOR BURIAL OF CONDUIT CABLE OR OTHER CITY UTILITY, THE TRENCH SHALL BE BACKFILLED WITH A LEAN CONCRETE MIX TO THE BOTTOM OF FINISH SURFACE MATERIAL WITH THE FOLLOWING PROPORTIONS OF MATERIALS:

COARSE AGGREGATE (3/4" MINUS) 2,500 LBS.  
 SAND 800 LBS.  
 PORTLAND CEMENT 94 LBS.  
 WATER 11 GAL (MAX.)

WATER CONTENT IS MAXIMUM AND MAY BE REDUCING DOWNWARD. CARES SHALL BE TAKEN TO ASSURE THAT EXCESS WATER IS NOT PRESENT IN THE MIXING DRUM PRIOR TO CHARGING THE MIXER WITH MATERIALS. THOROUGH MIXING WILL BE REQUIRED PRIOR TO DISCHARGE.

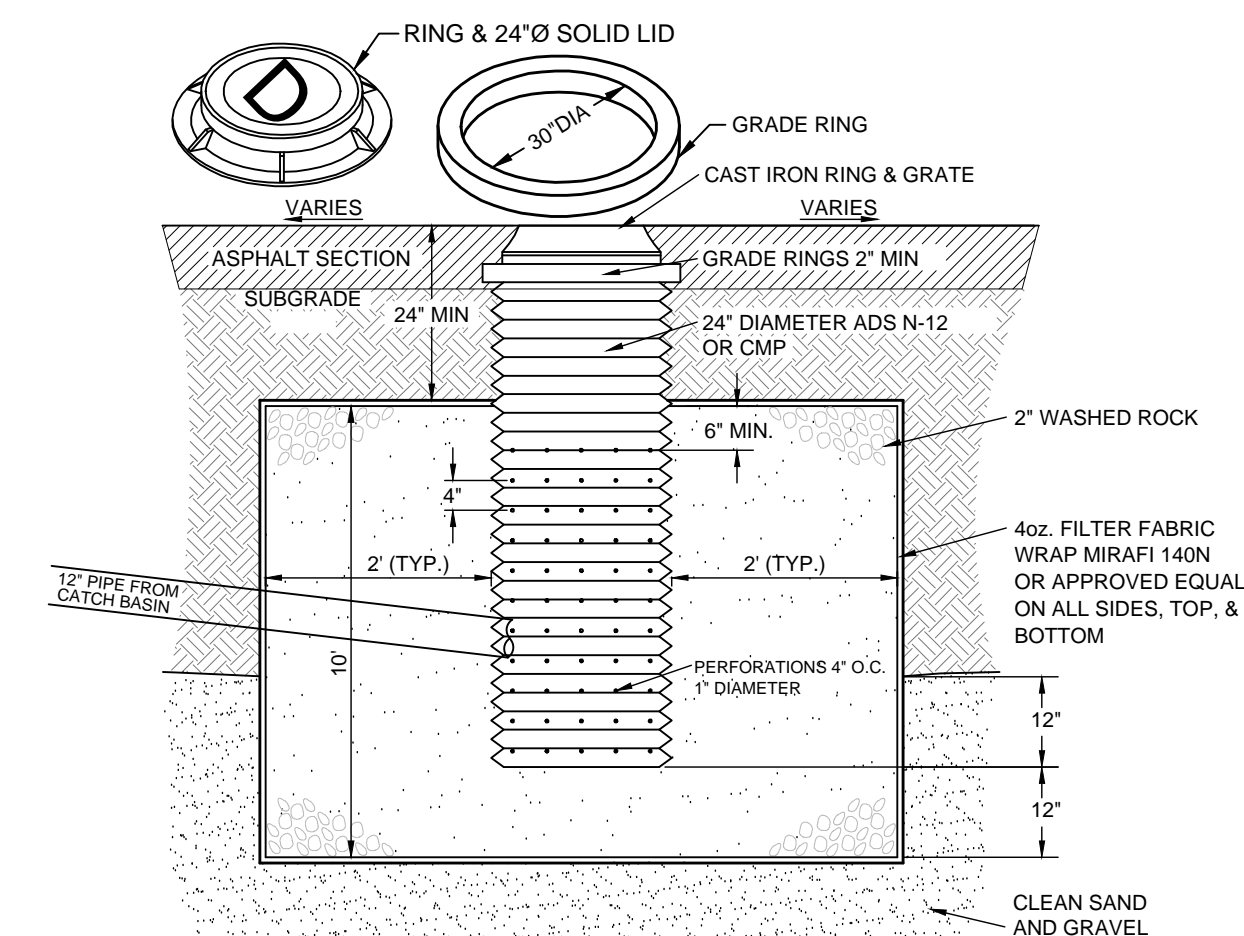
NO COMPACTION, VIBRATION OR FINISHING IS REQUIRED. THE LEAN CONCRETE MIX SHALL BE STRUCK OFF AT OR BELOW THE ELEVATION OF THE PLANT MIX SURFACING WITH A SQUARE NOSE SHOVEL OR SIMILAR HAND TOOL. THE BACKFILL MIX SHALL BE ALLOWED TO SET FOR A MINIMUM OF 2 HOURS BEFORE THE PERMANENT PLANT MIX SURFACING IS PLACED TO COMPLETE THE TRENCH REPAIR. TEMPORARY PLACEMENT OF ASPHALT COLD MIX SURFACING MAY BE NECESSARY TO ACCOMMODATE TRAFFIC WITHIN THE FIRST 2 HOURS OF BACKFILL PLACEMENT PRIOR TO COMPLETING THE PERMANENT REPAIR.

**6**  
C1.2 **TYPICAL TRENCH SECTION**  
N.T.S.



- CATCH BASIN INSTALLATION NOTES:**
- A PRIMARY CATCH BASIN IS DEFINED AS THE FIRST STORM STRUCTURE UPSTREAM OF A DRYWELL. A SATELLITE CATCH BASIN IS DEFINED AS THE STORM STRUCTURE UPSTREAM OF THE PRIMARY CATCH BASIN.
  - THE OIL & DEBRIS TRAP SHALL BE INSTALLED ON THE OUTLET OF THE PRIMARY CATCH BASIN ONLY. NOT ON SATELLITE CATCH BASINS.
  - PLACE A MINIMUM OF 4" OF COMPACTED BEDDING ON PREPARED SUBGRADE AS SPECIFIED IN ISPCW SECTION 305 - PIPE BEDDING. EXTEND BEDDING EITHER TO THE LIMITS OF THE EXCAVATION OR AT LEAST 12" OUTSIDE THE LIMITS OF THE BASE SECTION.
  - FILL THE BALANCE OF THE EXCAVATED AREA WITH SELECT MATERIAL COMPACTED LEVEL TO THE TOP OF THE BEDDING.
  - PROVIDE A SMOOTH AND LEVEL BEARING SURFACE ON THE BEDDING SURFACE.

**7**  
C1.2 **30\"/>**



- NOTES:
- THE BED SHALL BE EXCAVATED A MINIMUM OF 24" INTO CLEAN SAND AND GRAVEL.
  - MAXIMUM DEPTH SHALL NOT EXCEED 12 FEET.
  - IF CLEAN SAND AND GRAVEL IS NOT ENCOUNTERED WITHIN 12 FEET, THE CONTRACTOR SHALL CONTACT THE DESIGN ENGINEER.
  - GRATE OR SOLID LID AS APPROVED BY CITY OF KETCHUM.

**8**  
C1.2 **DRYWELL DETAIL (PUBLIC)**  
N.T.S.

CT DESIGNED BY  
 CT DRAWN BY  
 SMF CHECKED BY

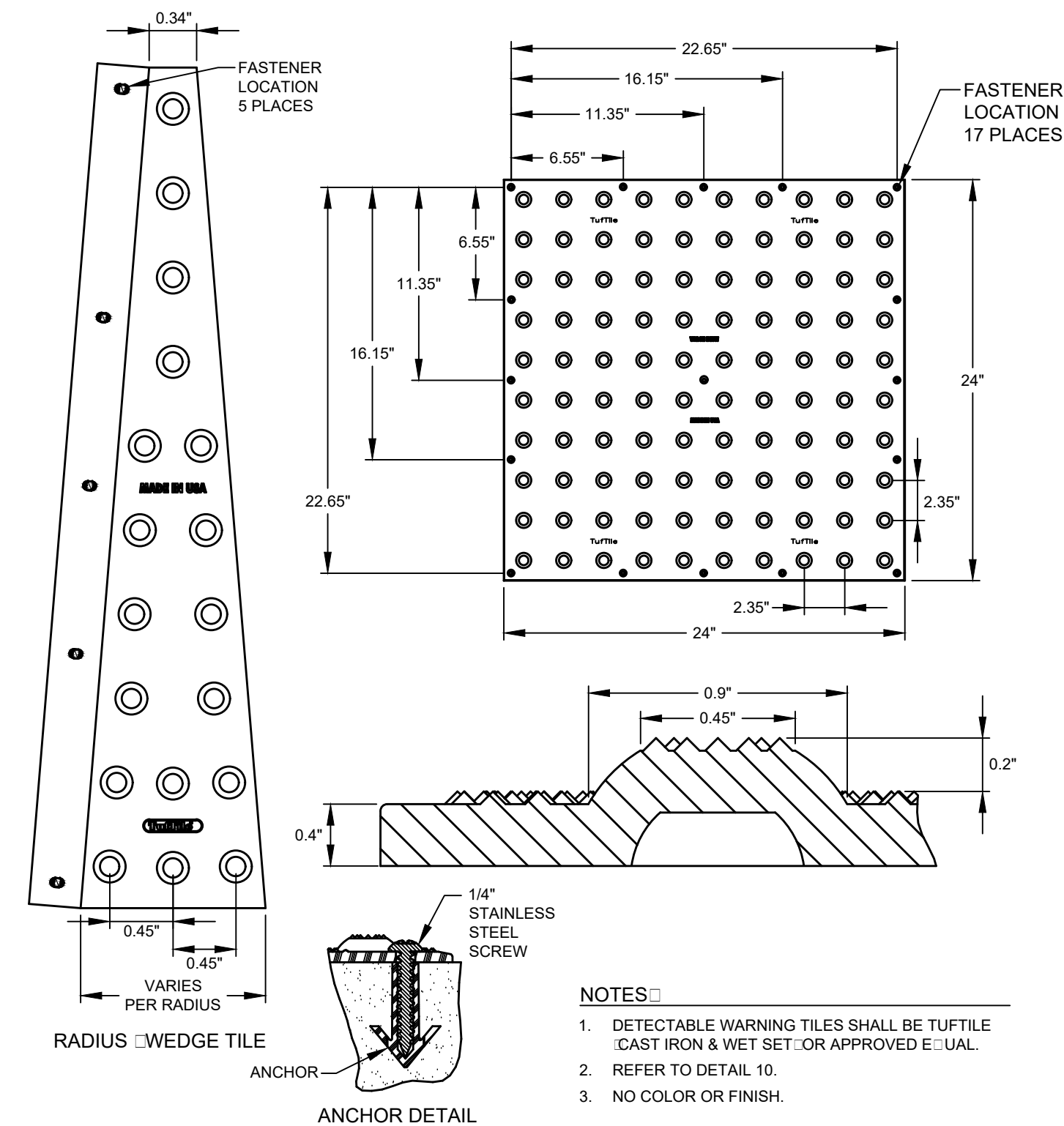
**GALENA ENGINEERING, INC.**  
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NO.	DATE	ISSUE FOR REVIEW	REVISIONS

C1.2

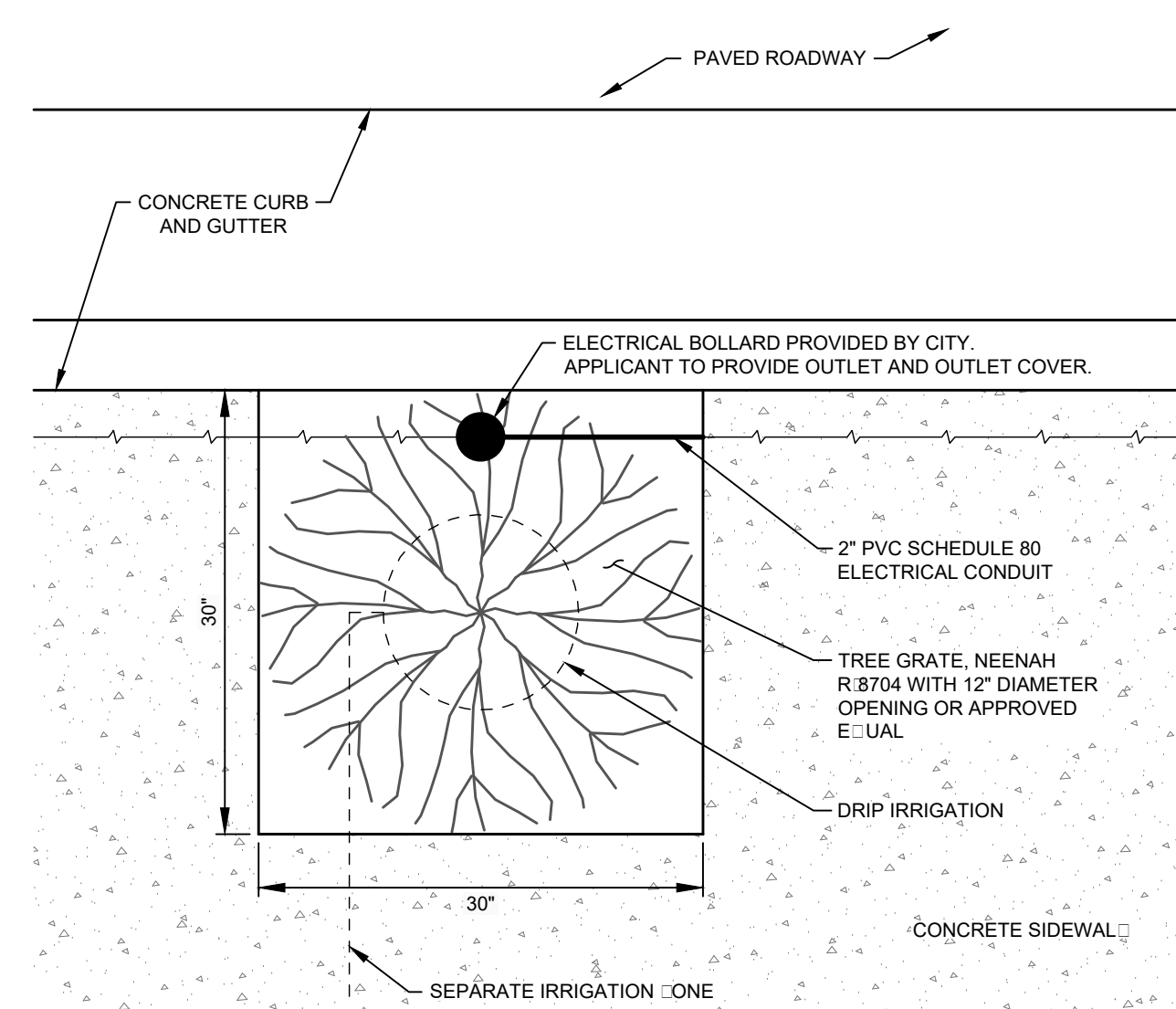
**1ST & SUN VALLEY OFFICE BUILDING**  
**DETAIL SHEET**  
 LOCATED WITHIN SECTIONS 13 & 18, T.4N., R.18E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
 PREPARED FOR FARMER PAYNE ARCHITECTS  
 PROJECT INFORMATION  
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**1**  
C1.3 DETECTABLE WARNING PLATE DETAIL  
N.T.S.

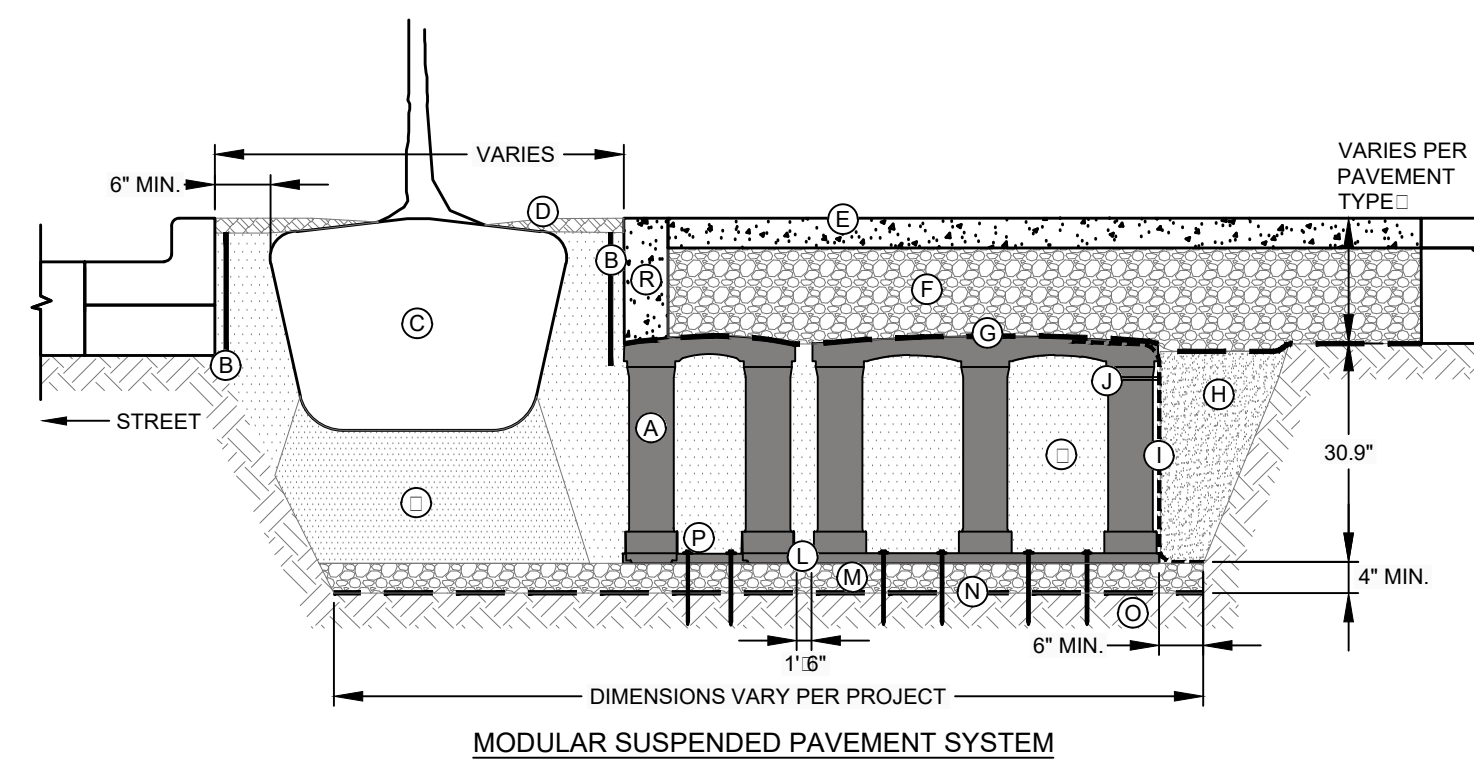
- NOTES:
1. DETECTABLE WARNING TILES SHALL BE TUF TILE CAST IRON & WET SET OR APPROVED EQUAL.
  2. REFER TO DETAIL 10.
  3. NO COLOR OR FINISH.



- NOTES:
1. TREE TO BE 3" MINIMUM CALIPER AUTUMN BLA E MAPLE OR APPROVED EQUAL.
  2. CITY OF TETCHUM REQUIRES DRIP IRRIGATION TO BE ON A SEPARATE LINE WITH HUNTER/RAINWISE SMART CLOC OR APPROVED EQUAL FOR REMOTE ACCESS BY CITY.
  3. APPLICANT TO CONNECT AND PROVIDE CONDUITS, WIRING, AND SEPARATE CIRCUIT, OR TIE TO A CITY CIRCUIT FOR POWER.
  4. NO DIRECT BURIAL WIRE PERMITTED.
  5. TREE INSTALLATION TO BE MODULAR SUSPENDED PAVEMENT SYSTEM. SEE TREE WELL SECTION VIEW, DETAIL 2.

PLAN VIEW

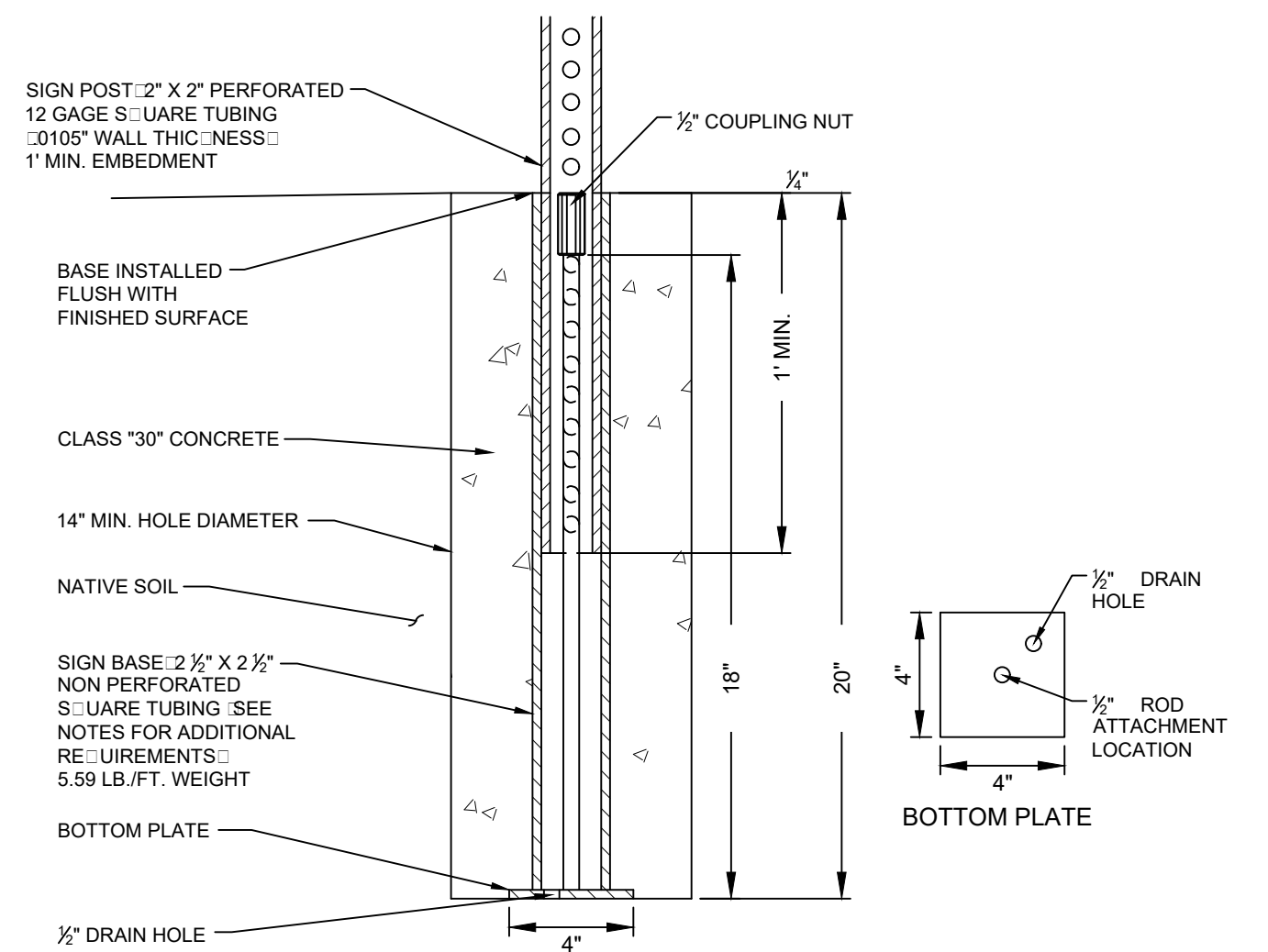
**2**  
C1.3 TREE WELL DETAILS  
N.T.S.



- KEY PLAN:
- A. SILVA CELL SYSTEM DECORATIVE BASE AND POSTS OR APPROVED EQUAL.
  - B. DEEPROOT ROOT BARRIER, 12" OR 18", DEPTH DETERMINED BY THICKNESS OF PAVEMENT SECTION. INSTALL DIRECTLY ADJACENT TO CONCRETE EDGE RESTRAINT. PREVENTS ROOTS FROM DISTURBING PAVEMENT.
  - C. TREE ROOT PROTECTION, SIZE VARIES.
  - D. TREE OPENING TREATMENT, PER PROJECT SPECIFICATIONS.
  - E. SURFACE TREATMENT, PER PROJECT.
  - F. AGGREGATE BASE COURSE, DEPTH VARIES PER PROJECT.
  - G. GEOTEXTILE TO KEEP AGGREGATE FROM MIGRATING DOWN THROUGH CELL DECORATIVE.
  - H. BACKFILL, PER PROJECT SPECIFICATIONS.
  - I. GEOGRID TO PROVIDE FOR VERTICAL SEPARATION BETWEEN PLANTING SOILS AND BACKFILL WHILE ALLOWING ROOT PENETRATION INTO ADJACENT SOILS. 6" TO 12" TOE OUTWARD FROM BASE AND 12" TO 30" EXCESS COVER TOP OF DECORATIVE.
  - J. CABLE TIE, ATTACHING GEOGRID TO SILVA CELL AT BASE OF UPPER POST FLARE.
  - K. PLANTING SOIL, PER PROJECT SPECIFICATIONS, COMPACTED TO 70% PROCTOR.
  - L. SILVA CELL BASE SLOPE, 10% MAX.
  - M. 4" TO 10" MIN AGGREGATE SUB BASE, COMPACTED TO 95% PROCTOR.
  - N. GEOTEXTILE, TO PROVIDE SEPARATION BETWEEN SUBGRADE AND AGGREGATE BASE.
  - O. SUBGRADE, COMPACTED TO 95% PROCTOR.
  - P. PIN, PER SILVA CELL SPECIFICATIONS, TO KEEP CELLS IN PLACE DURING CONSTRUCTION.
  - Q. PLANTING SOIL BELOW TREE ROOT PROTECTION, COMPACTED TO 85% TO 90% PROCTOR.
  - R. CONCRETE EDGE RESTRAINT TO STABILIZE EDGE AND PREVENT AGGREGATE MIGRATION INTO TREE OPENING.

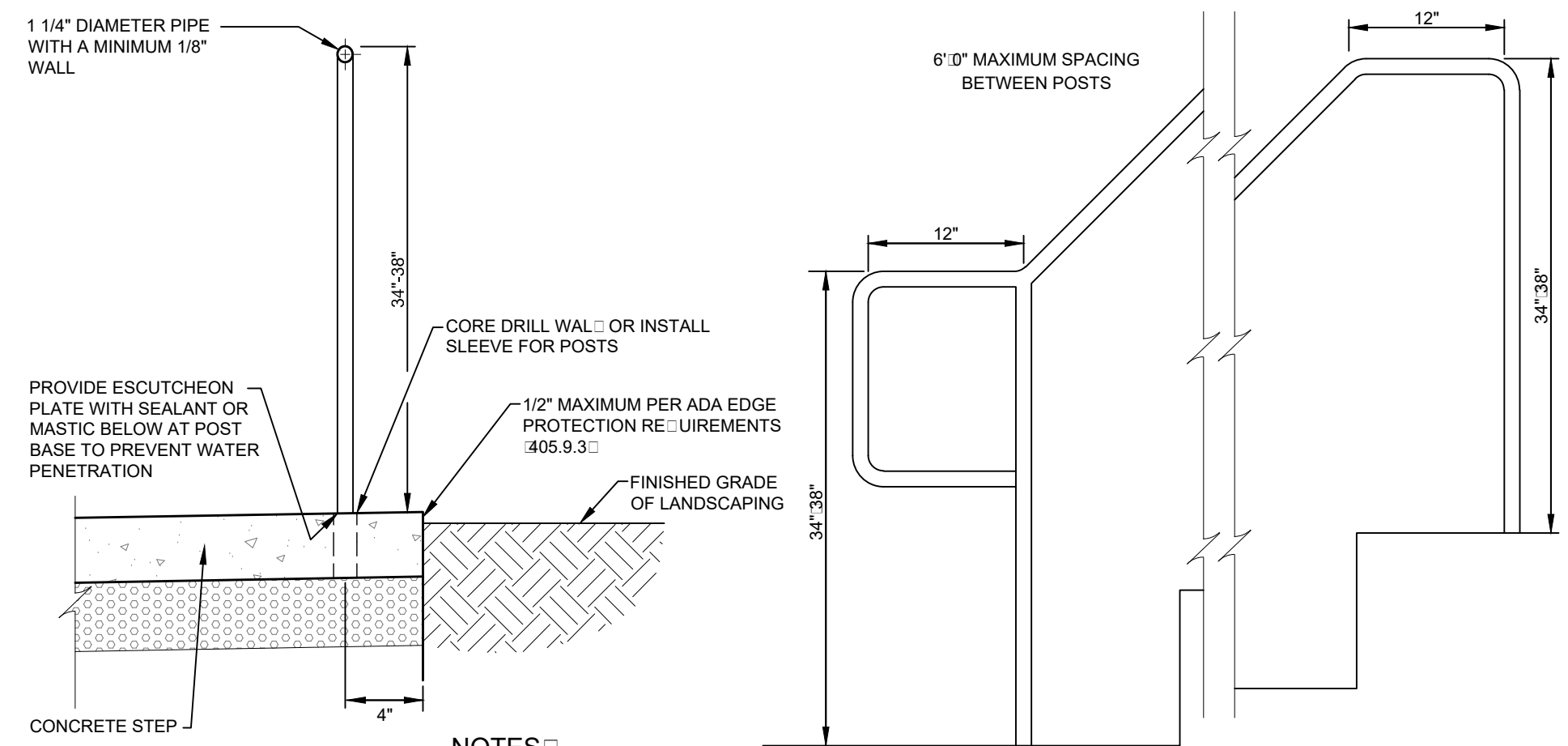
SECTION VIEW

- NOTES:
1. EXCAVATION SHALL BE DONE IN ACCORDANCE WITH ALL APPLICABLE HEALTH AND SAFETY REGULATIONS.
  2. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
  3. A PROJECT SPECIFIC DETAIL WILL NEED TO BE PROVIDED TO CITY FOR REVIEW AND APPROVAL.



- NOTES:
1. BASES SHALL BE INSTALLED TO BE FLUSH WITH SURFACE.
  2. ALL INSTALLATIONS SHALL HAVE 14" MINIMUM FOUNDATION OR GROUTED INTO SOLID ROCK.
  3. ALL STREET SIGNS SHALL BE IN ACCORDANCE WITH THE MOST CURRENT EDITION OF THE MUTCD.
  4. SIGN PLACEMENT SHALL BE APPROVED BY THE CITY OF TETCHUM.
  5. CITY TO PROVIDE BASES.

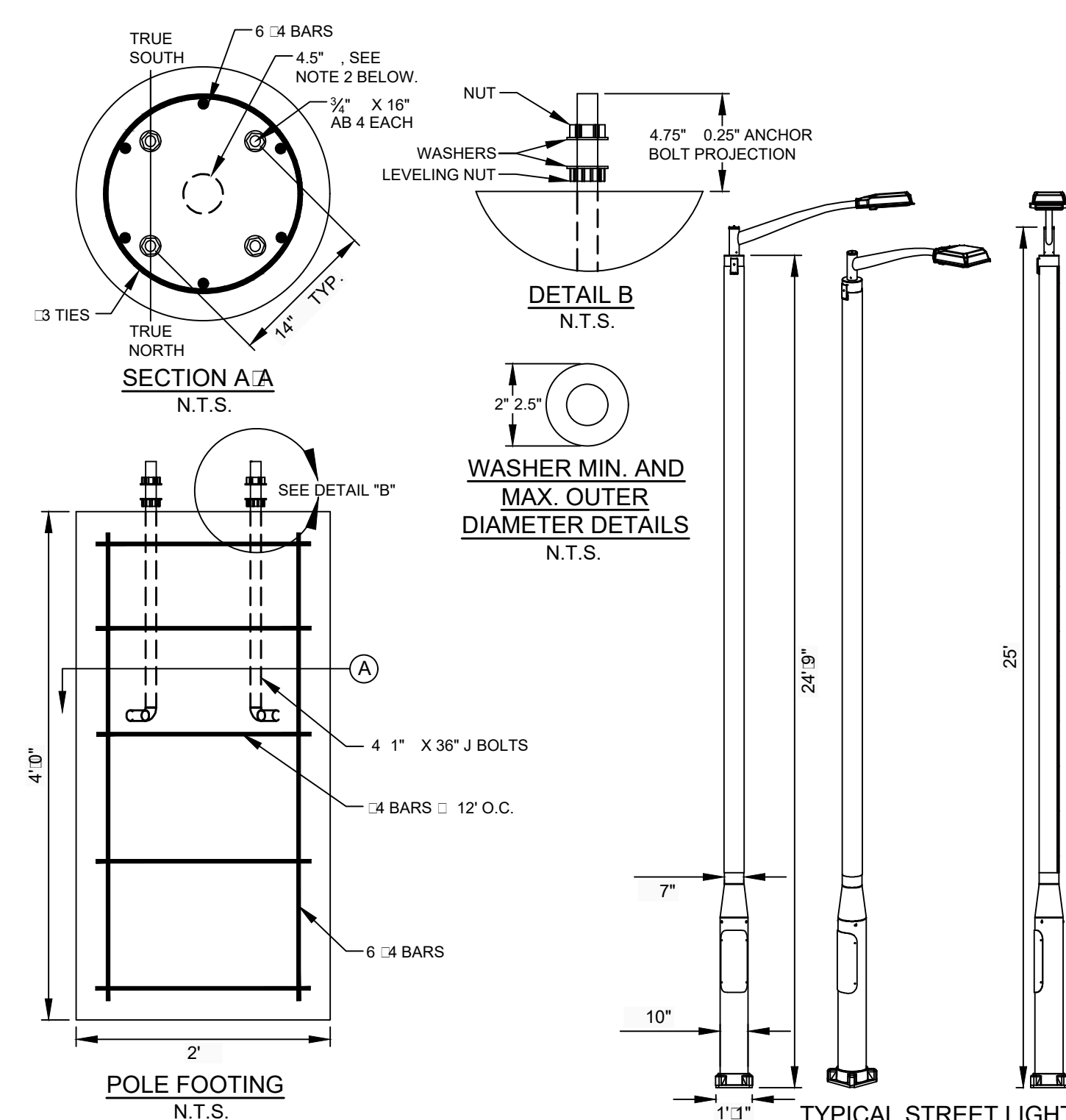
**3**  
C1.3 TYPICAL SIGN BASE DETAIL  
N.T.S.



- NOTES:
1. HANDRAIL SHALL BE PAINTED. PAINT SPECIFICATIONS PER OWNER.
  2. CLEAR WIDTH-THE CLEAR WIDTH BETWEEN HANDRAILS SHALL BE 36 INCHES MINIMUM PER ADA REQUIREMENTS 405.9.5.

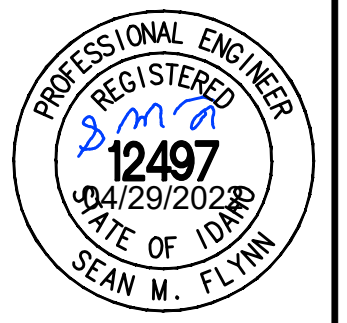
STAND ALONE HANDRAIL DETAIL  
N.T.S.

**4**  
C1.3 TYPICAL HANDRAIL AND STAIRS DETAIL  
N.T.S.



- NOTES:
1. STREET LIGHT IS SOLARONE RFS DESIGN 158 LFP OR APPROVED EQUAL.
  2. ANY CONDUITS AND/OR GROUNDING WIRES MUST BE HARDWIRED AND CONTAINED WITHIN A 4.5" CIRCLE CENTERED ON THE FOUNDATION. GROUNDING ELECTRODE WIRE AND AC SUPPLY WIRE IF REQUIRED ARE 5" MIN. ABOVE THE BASE.
  3. ANCHOR BOLT ORIENTATION TO TRUE NORTH/SOUTH IS ONLY RELEVANT FOR OFF GRID SOLAR POLES. DISREGARD FOR GRID TIED POLES.
  4. GROUNDING WIRE MUST BE 60" FROM BASE SO IT CAN REACH THE GROUNDING LUG INSIDE THE POLE.
  5. STREET LIGHT SHALL BE 25' IN HEIGHT OR AS APPROVED BY CITY OF TETCHUM.

**5**  
C1.3 TYPICAL STREET LIGHT  
N.T.S.



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DRAWN BY  
CHECKED BY

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NO.	DATE	BY	REVISIONS

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**Sun Valley**  
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T.208.214.5155

**Louisiana**  
910 Pierremont Rd, Suite 410  
Shreveport, LA 71106  
T.318.383.3100

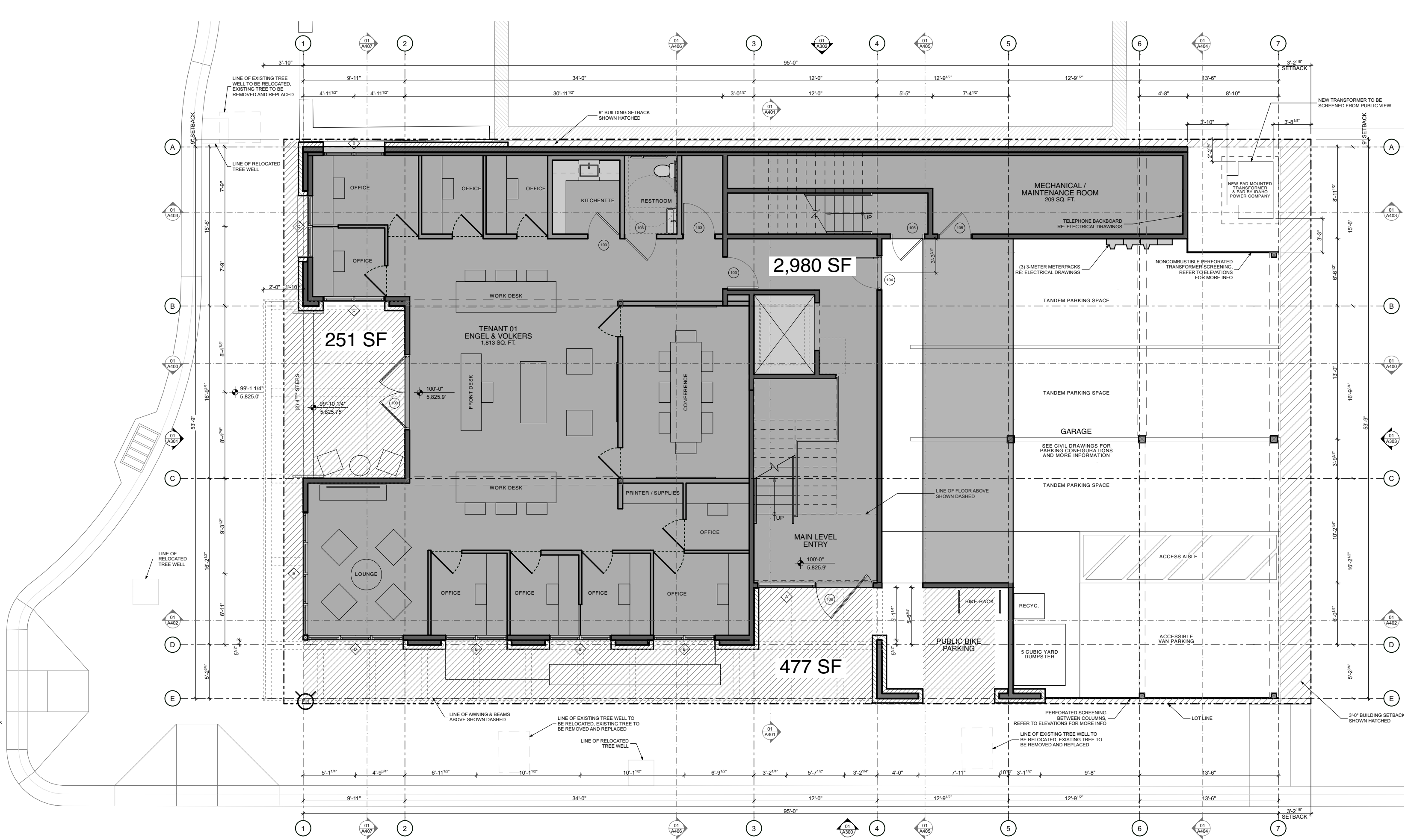
LICENSED ARCHITECT  
AR 986479  
4/25/2022  
Scott Payne  
STATE OF IDAHO

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1st & SUN VALLEY OFFICE BUILDING  
131 EAST SUN VALLEY RD  
KETCHUM, ID 83340



3RD LEVEL PLAN  
SCALE: 1/8" = 1'-0"



MAIN LEVEL PLAN  
SCALE: 1/8" = 1'-0"



2ND LEVEL PLAN  
SCALE: 1/8" = 1'-0"

REQUIRED 5'-0" AVERAGE STREET FRONTAGE SETBACKS

STORY	SETBACK AREA	BUILDING FACADE LENGTH	TOTAL AVERAGE
Main Level	South Side: 477' /	95'-0"	= 5.02'
	West Side: 251' /	48'-6 <sup>1/4</sup> "	= 5.17'
Second Level	South Side: 480' /	95'-0"	= 5.05'
	West Side: 246' /	48'-11 <sup>3/4</sup> "	= 5.02'
Third Level	South Side: 716' /	94'-6 <sup>1/2</sup> "	= 7.58'
	West Side: 247' /	48'-6 <sup>1/4</sup> "	= 5.09'

SQUARE FOOTAGE TABULATIONS

PROPOSED GROSS SQUARE FOOTAGE

<b>Main Level:</b>	
Tenant 01 -	1,813 sf
Common Space -	176 sf
Stair & Elevator -	222 sf
Atrium -	134 sf
Mechanical -	209 sf
Garage (enclosed) -	440 sf
<b>Total</b>	<b>2,994 sf</b>
<b>Second Level:</b>	
Tenant 02 -	1,818 sf
Common Space -	372 sf
Tenant 03 -	1,779 sf
<b>Total</b>	<b>3,969 sf</b>
<b>Third Level:</b>	
Tenant 04 -	1,812 sf
Common Space -	395 sf
Tenant 05 -	1,762 sf
<b>Total</b>	<b>3,969 sf</b>
<b>Total Gross:</b>	<b>10,932 sf</b>

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**A100**  
SQUARE FOOTAGE  
DIAGRAMS

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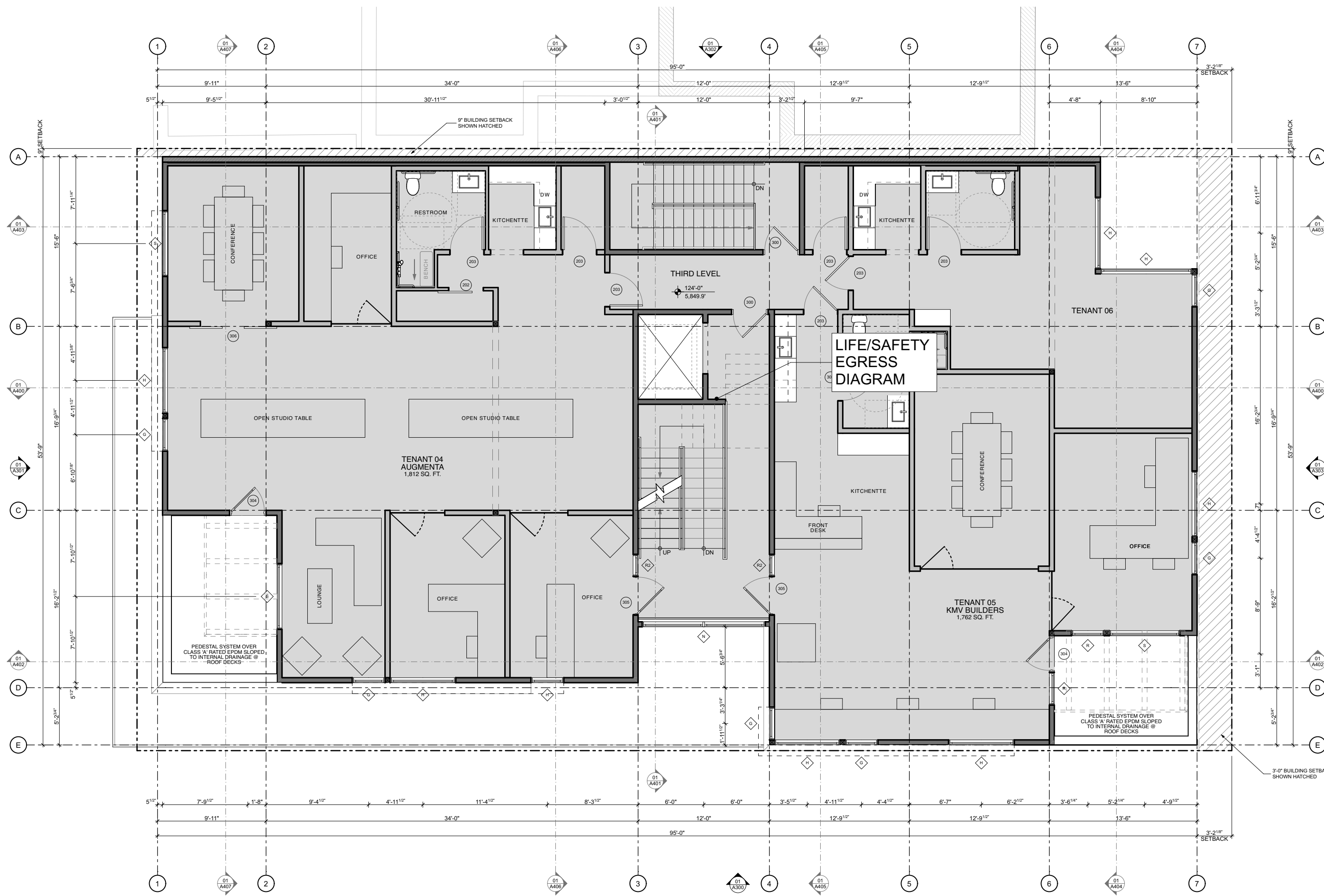
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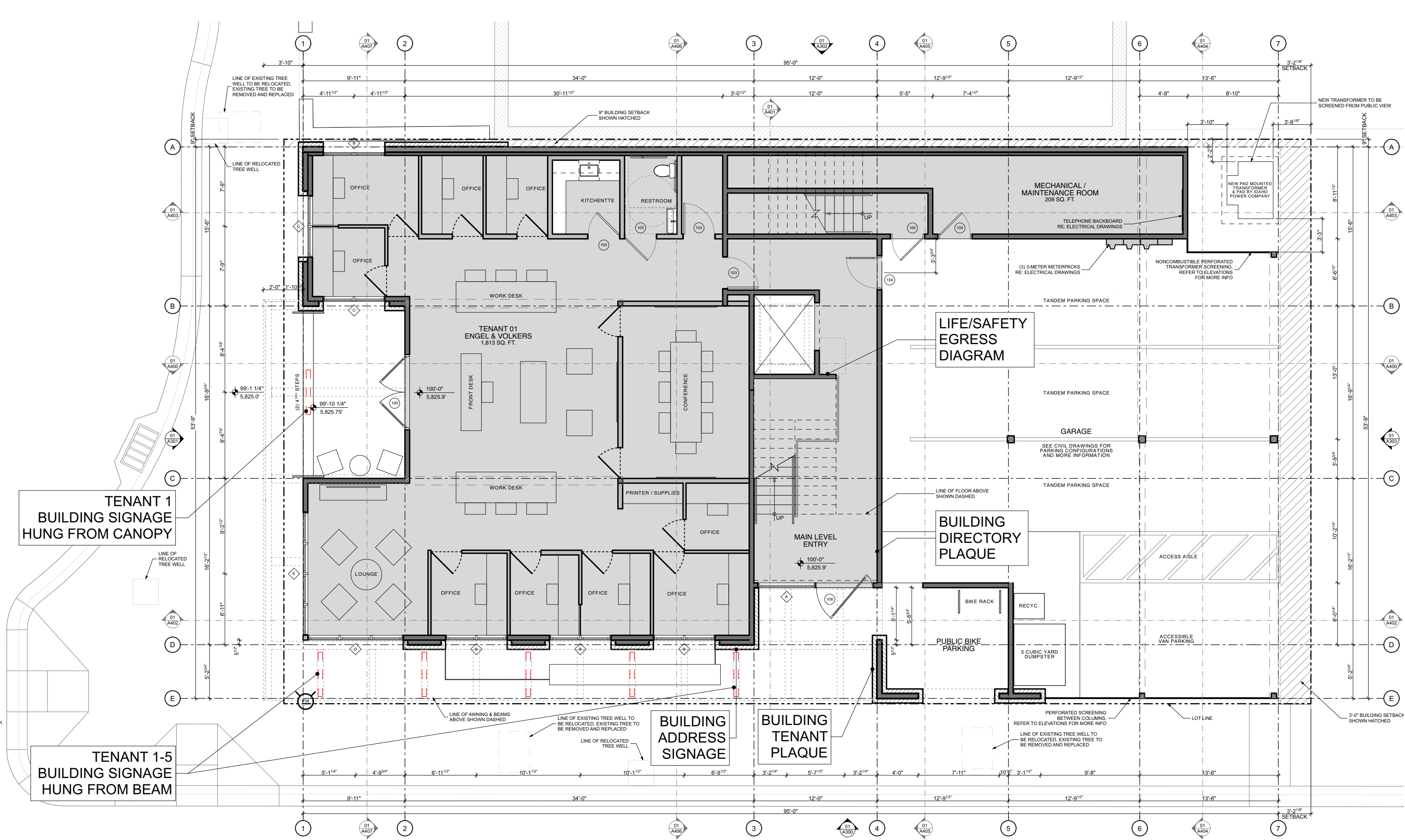
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A101  
SIGNAGE PLANS



3RD LEVEL PLAN  
SCALE: 1/8" = 1'-0"



MAIN LEVEL PLAN  
SCALE: 1/8" = 1'-0"

PROPOSED SIGNAGE SQUARE FOOTAGE  
Tenant Signage (6 Total) = 4'-6" x 8" = 3'-0"(6) = 18' sq. ft.  
Address Signage = 1'-6" x 10" = 1.25 sq. ft.  
Tenant Plaque = 1'-6" x 2'-6" = 3.75 sq. ft.  
Building Name Signage = 1'-0" x 10'-0" = 10 sq. ft.  
TOTAL PROPOSED SIGNAGE SQUARE FOOTAGE = 33 sq. ft.

Refer to Project Information Sheet for more information & City Ordinances.

TOTAL AREA OF EXTERIOR SIGNAGE  
95'-0" x 53'-9" (Building Frontage) = 148'-9"  
148'-9" / 3 (Reduction Factor) = 49.58 sq. ft.  
Refer to Elevations for Approximate Signage Locations, Sizes & Clearances



2ND LEVEL PLAN  
SCALE: 1/8" = 1'-0"

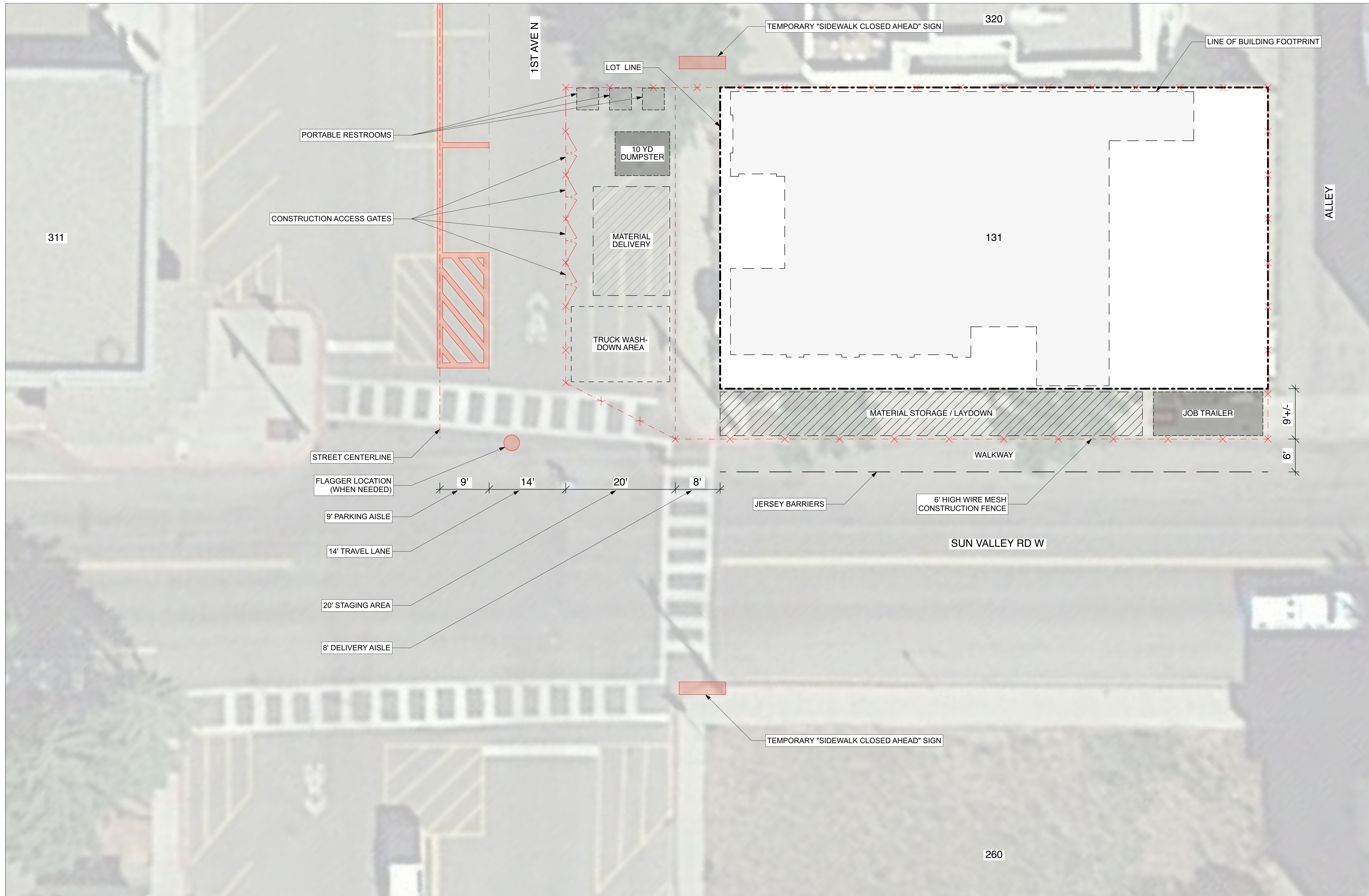


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A102  
CONSTRUCTION  
MANAGEMENT PLAN



CONSTRUCTION MANAGEMENT NOTES

1. CONSTRUCTION HOURS ARE BETWEEN 7:30 AM - 7:00 PM.
2. NO CONSTRUCTION WILL TAKE PLACE ON SUNDAYS OR MAJOR HOLIDAYS.
3. THE MAXIMUM NOISE LEVEL THAT WILL EVER TAKE PLACE DURING CONSTRUCTION HOURS IS 90 dBA.
4. IF CONSTRUCTION TAKES PLACE OVER WINTER MONTHS, ALL EXCESS SITE SNOW WILL BE REMOVED FROM SITE AND NOT STORED.

5. CONSTRUCTION SCHEDULE: ONCE PERMITTED CONSTRUCTION WILL TAKE PLACE JUNE 2022 THROUGH AUGUST 2023. ANY LANDSCAPING WILL TAKE PLACE IN THE FOLLOWING SPRING ONCE ANY GROUND SNOW COVER HAS MELTED (BOND IF NECESSARY).
6. ALL OTHER PARKING ON PUBLIC STREET PARKING.
7. ALL SIGNAGE WILL MEET M.U.T.C.D. STANDARDS.
8. IF ROAD CLOSURE IS NEEDED, CONTRACTOR WILL SUBMIT T.U.R.P.
9. "ROADWORK AHEAD" & "SIDEWALK CLOSED AHEAD" SIGNS POSTED AT SUN VALLEY ROAD STREET CORNER AS WELL AS ALONG 1ST AVENUE

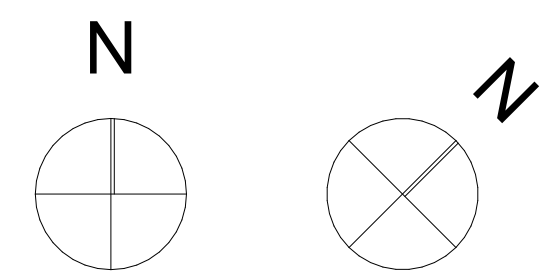
TRUCKING ROUTE

- WARMSPRINGS ROAD TO MAIN STREET
- TURN RIGHT ONTO SUN VALLEY ROAD
- TURN RIGHT ONTO 1ST AVE

CUT & FILL CALCULATIONS

CUT: 94 CY  
FILL: 51 CY  
NET: 43 CY OF CUT

CONSTRUCTION MANAGEMENT PLAN  
SCALE: 1/8" = 1'-0"



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**A200A**  
MAIN LEVEL  
LANDSCAPE / SITE PLAN



TRUMPET HONEYSUCKLE



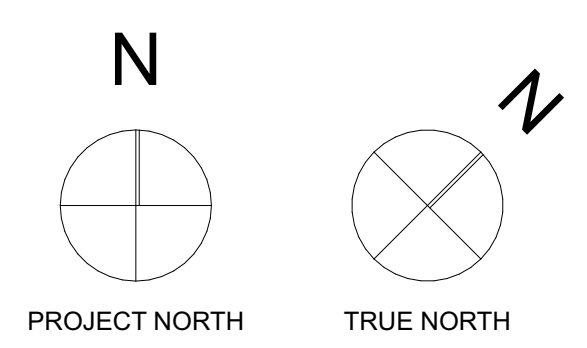
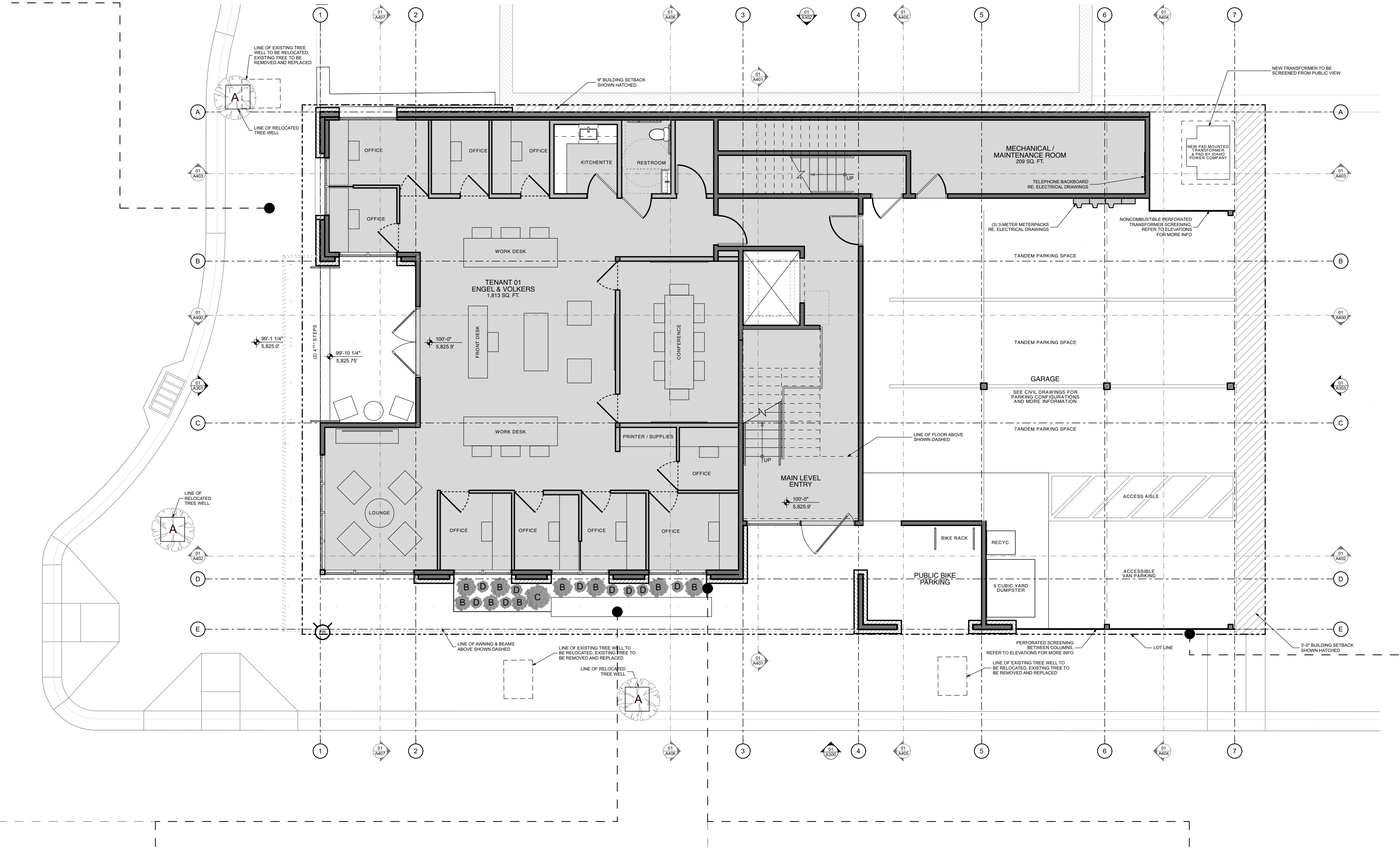
PIXIE FOUNTAIN HAIR GRASS

LANDSCAPE LEGEND - MAIN LEVEL

SPECIES	QUANTITY	SIZE	KEY
TREES	Verify Existing	3	Verify Existing A
GRASSES	Blue Oat Grass (Helictotrichon Sempervirens)	13 / 1	2 Gal. / 3 Gal. B / C
	Pixie Fountain Hair grass (Deschampsia Cespitosa)	13	1 Gal. D

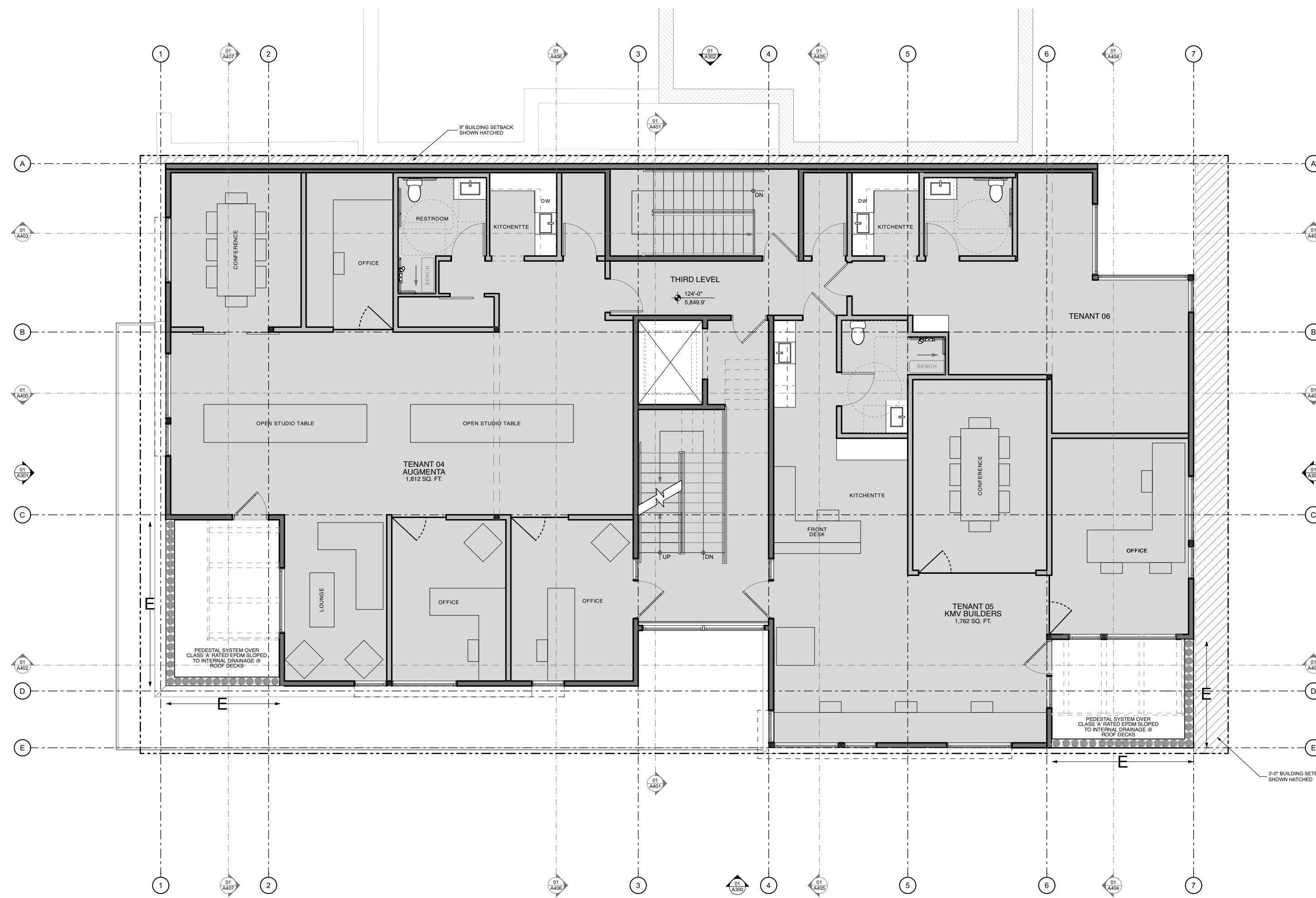


BLUE OAT GRASS

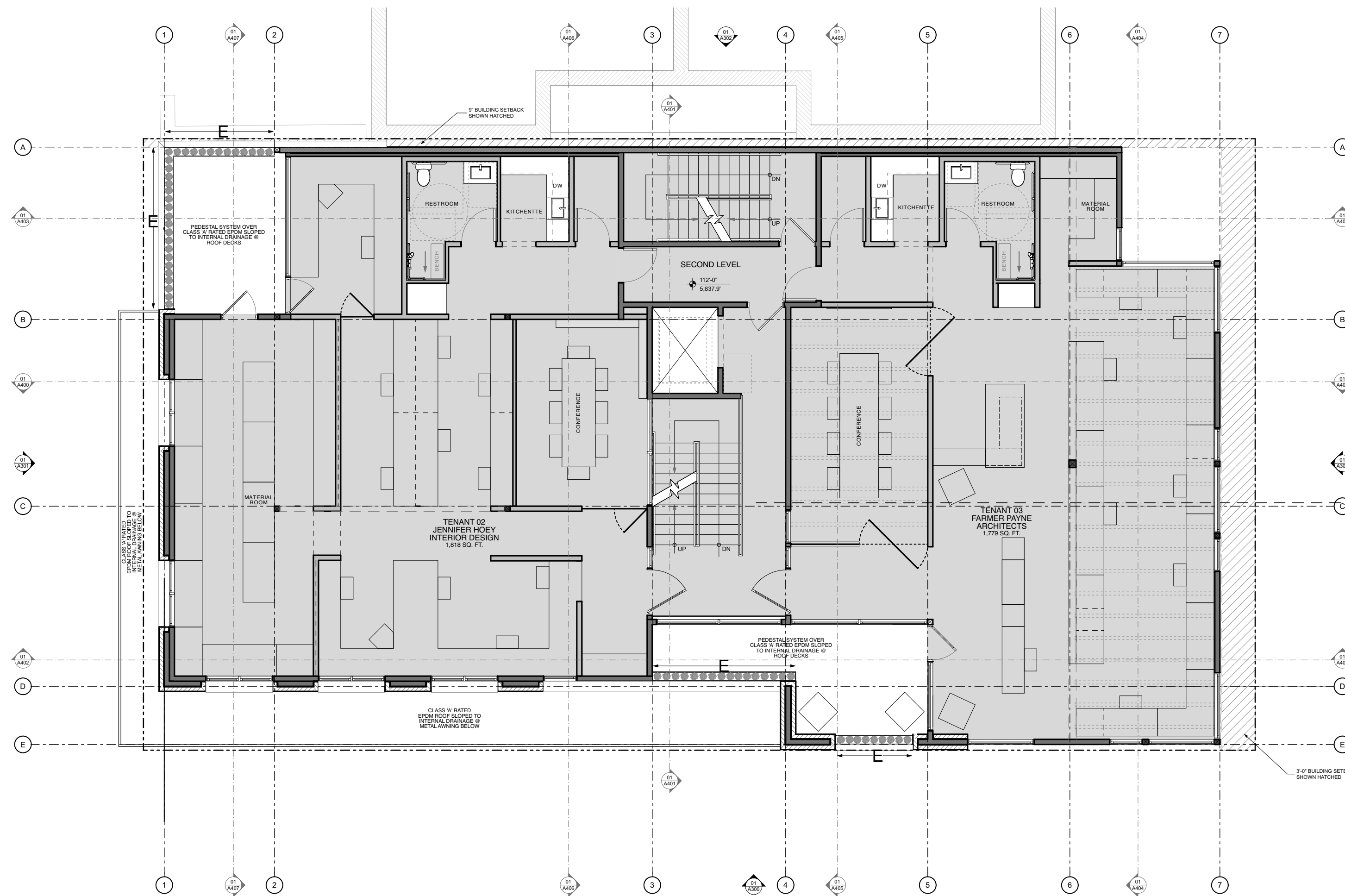


LANDSCAPE / SITE PLAN  
SCALE: 1/8" = 1'-0"

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3RD LEVEL LANDSCAPE PLAN  
SCALE: 1/8" = 1'-0"



2ND LEVEL LANDSCAPE PLAN  
SCALE: 1/8" = 1'-0"

LANDSCAPE LEGEND - 3RD LEVEL

VINES	SPECIES	QUANTITY	SIZE	KEY
	Trumpet Honeysuckle (Lonicera Sempervirens)	64	1 Gal.	E



TRUMPET HONEYSUCKLE



LANDSCAPE LEGEND - 2ND LEVEL

VINES	SPECIES	QUANTITY	SIZE	KEY
	Trumpet Honeysuckle (Lonicera Sempervirens)	57	1 Gal.	E

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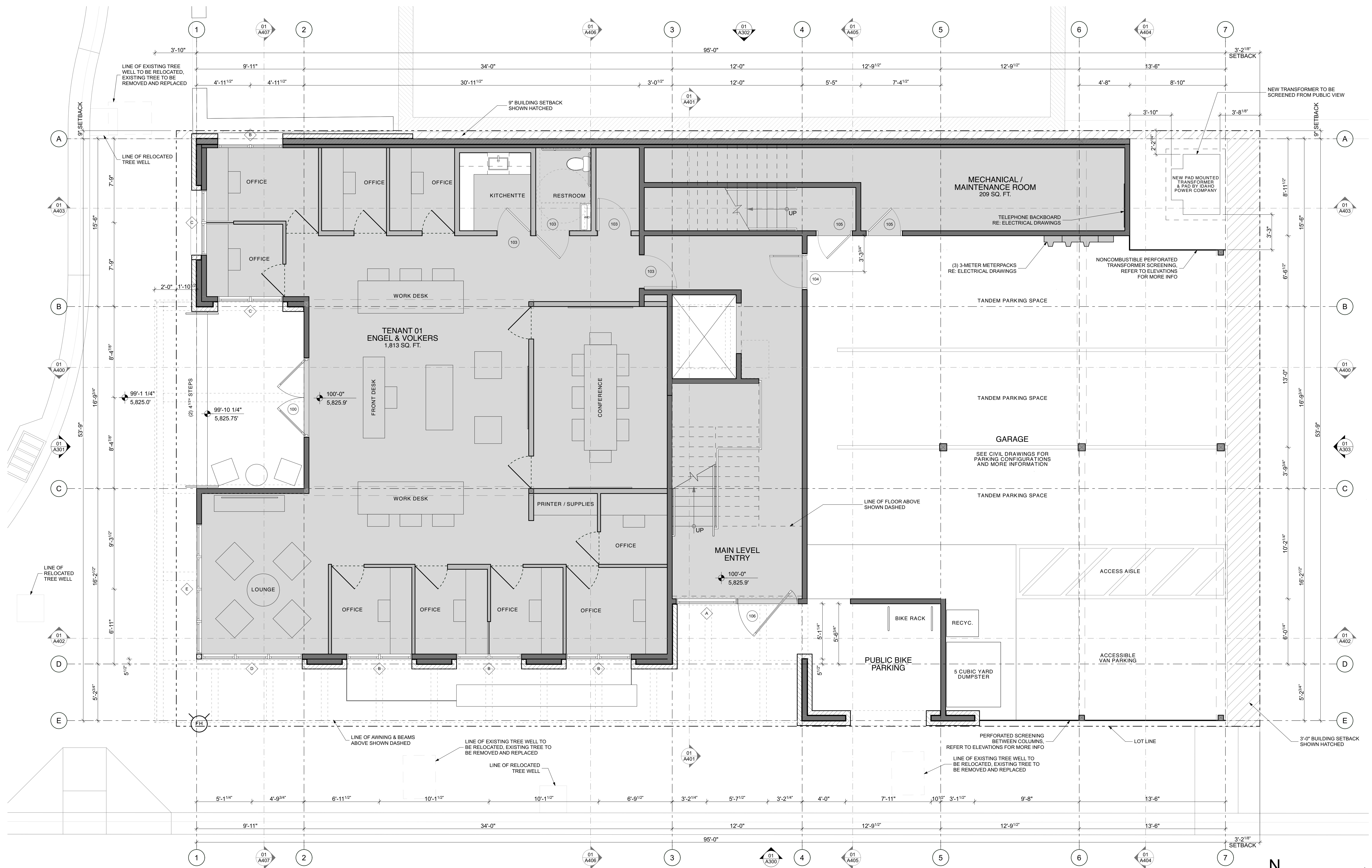
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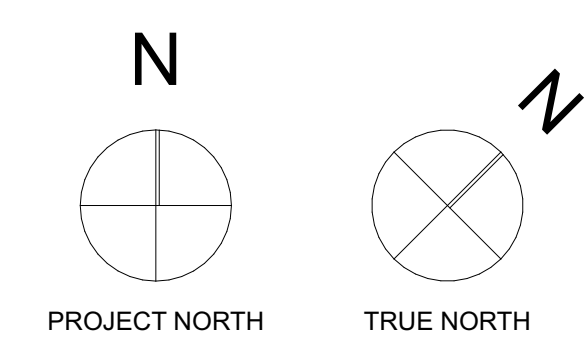
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A201  
MAIN LEVEL PLAN



MAIN LEVEL PLAN  
SCALE: 1/4" = 1'-0"



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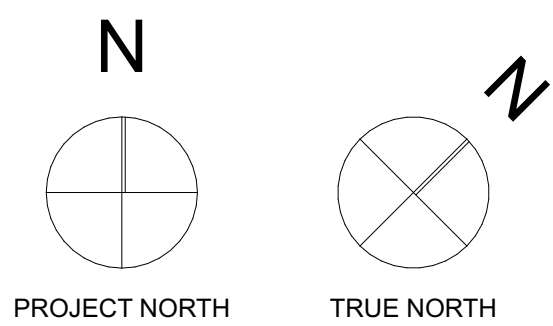
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A202  
2ND LEVEL PLAN



2ND LEVEL PLAN  
SCALE: 1/4" = 1'-0"





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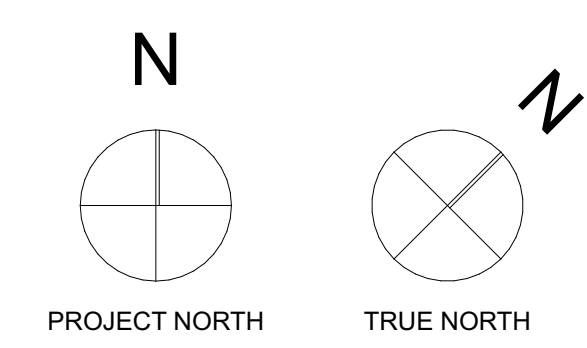
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A203  
3RD LEVEL PLAN



3RD LEVEL PLAN  
SCALE: 1/4" = 1'-0"




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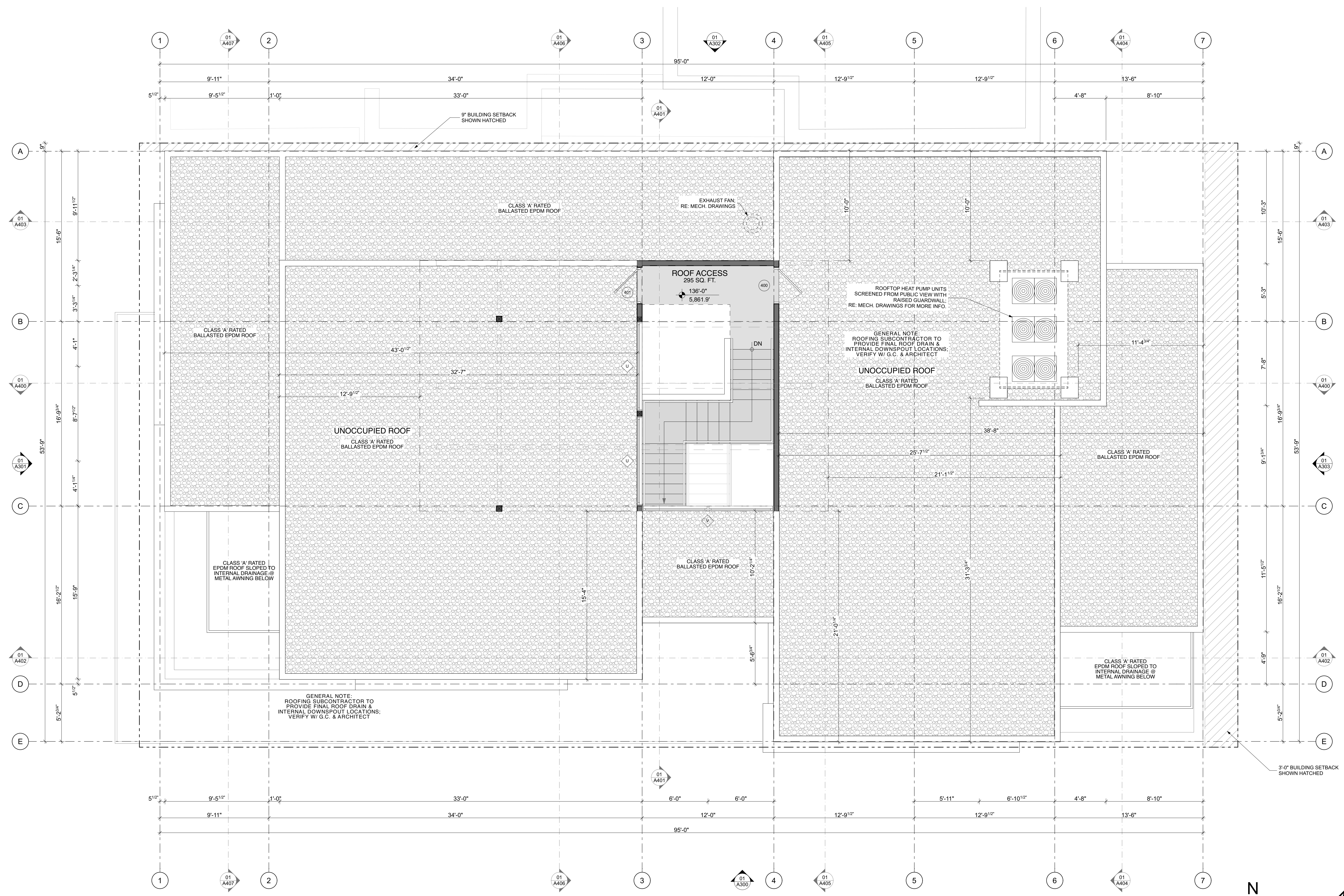
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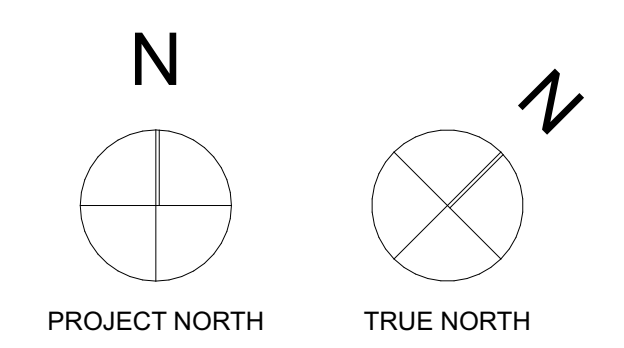
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**A204**  
ROOF PLAN



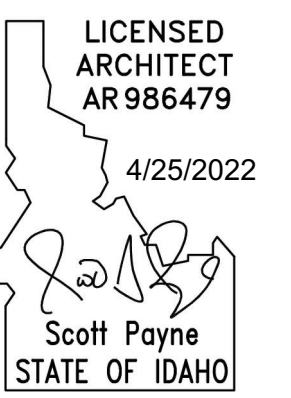
ROOF PLAN  
SCALE: 1/4" = 1'-0"



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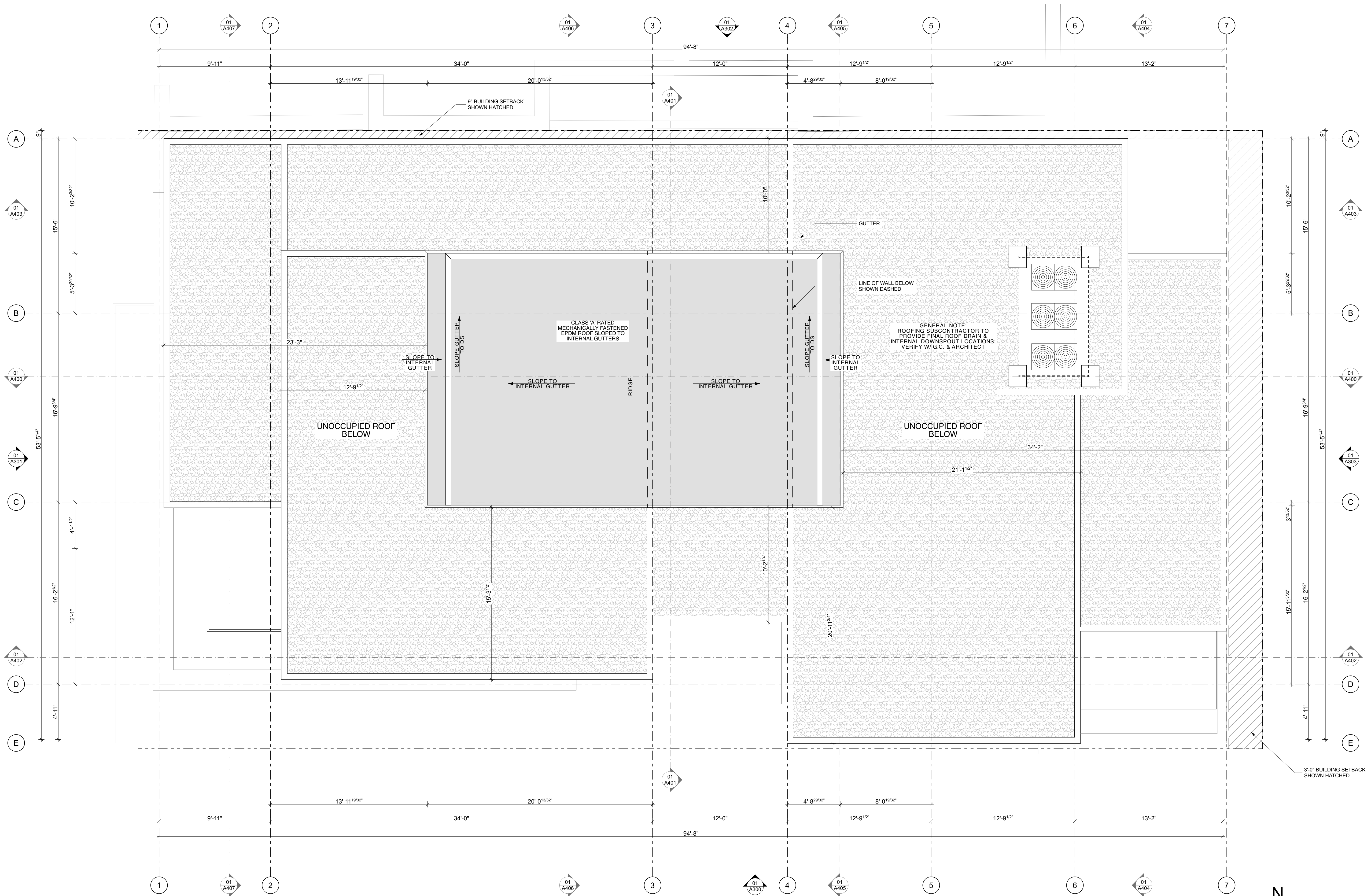


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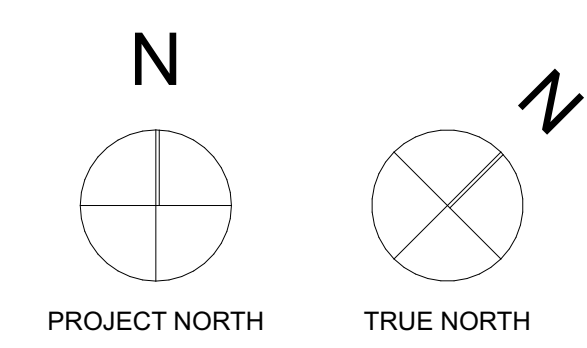
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A205  
UPPER ROOF PLAN



UPPER ROOF PLAN  
SCALE: 1/4" = 1'-0"



ELEVATION KEY NOTES

- 01 Antique Brick Facade with Large Mortar Joints, Quality of General Shale Cambridge Series
- 02 20 ga. Multi-Width Vertical Boxed Seam Metal Siding, Quality of Bryer Axis Series
- 03 20 ga. Blackened Metal Panels
- 04 Thermally Broken Aluminum Window / Door, Typ., Quality of Kolbe Ultra Series or Quaker
- 05 Reclaimed Heavy Timbers, Typ.
- 06 Single-Ply Class 'A' Rated EPDM Roof
- 07 Blackened Plate Steel
- 08 20 ga. Corrugated Metal Siding, Quality of Bryer Axis Series

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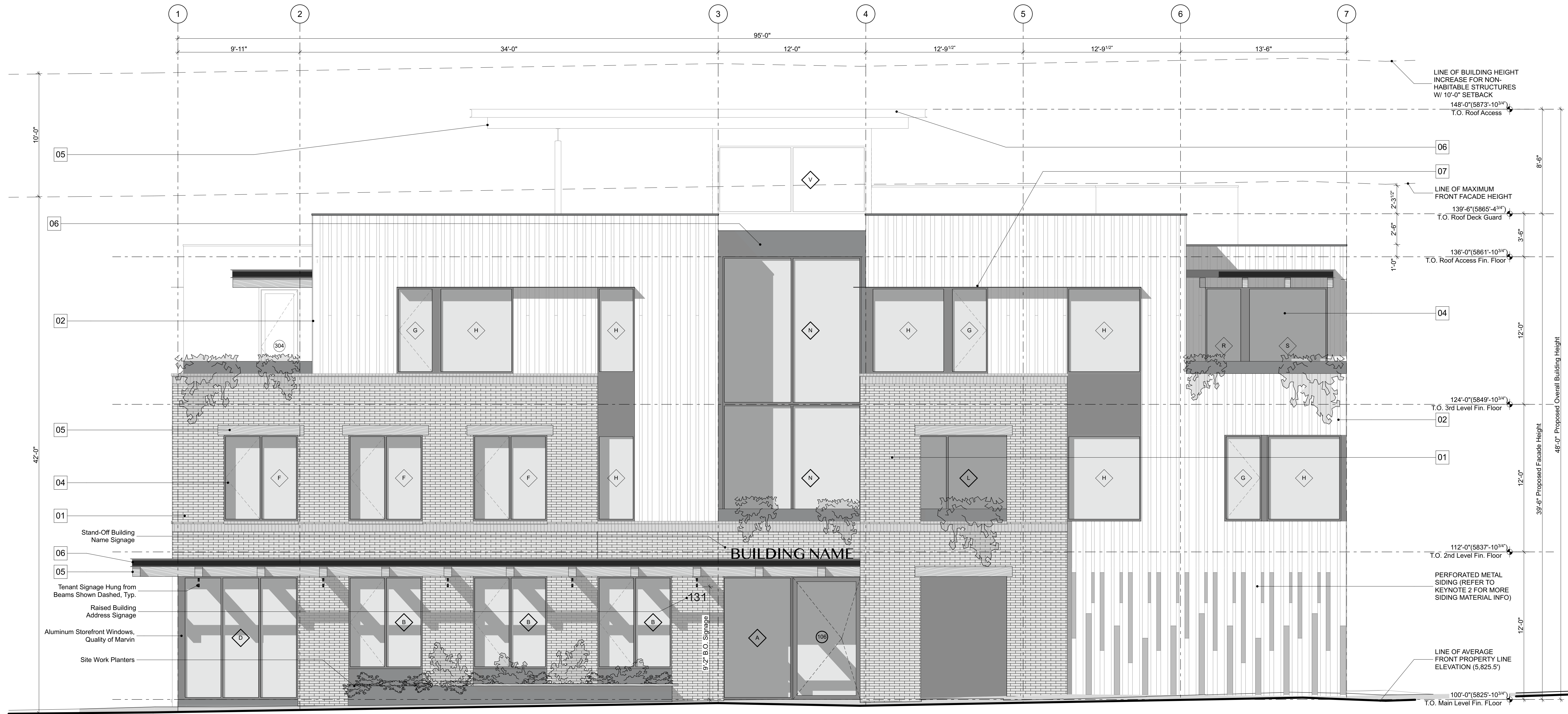
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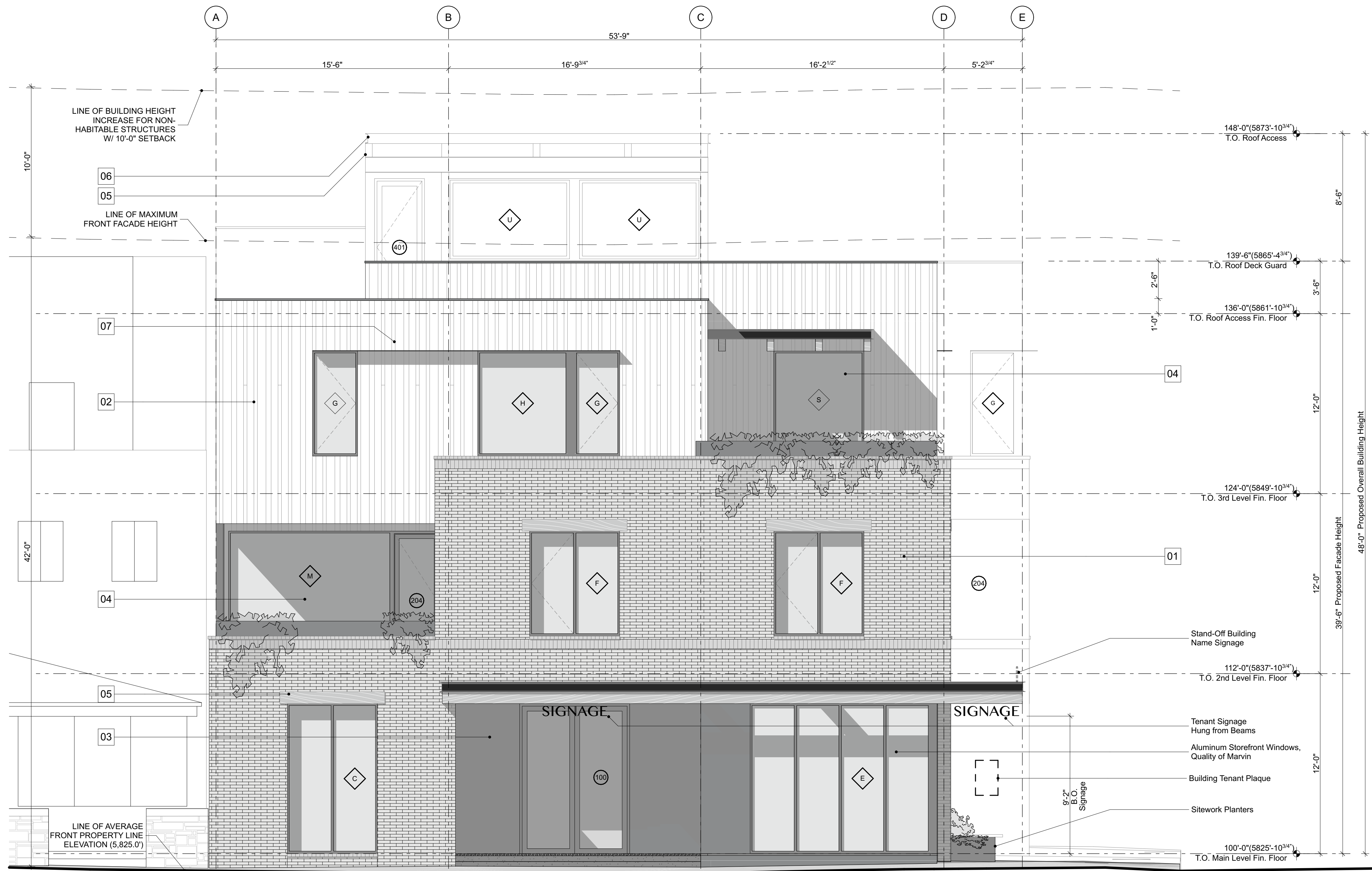
**A300**  
SOUTH BUILDING ELEVATION



01 SOUTH BUILDING ELEVATION  
SCALE: 1/4" = 1'-0"

ELEVATION KEY NOTES

- 01 Antique Brick Facade with Large Mortar Joints, Quality of General Shale Cambridge Series
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- 07 Blackened Plate Steel
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01 WEST BUILDING ELEVATION  
SCALE: 1/4" = 1'-0"

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**A301**  
WEST BUILDING ELEVATION

109  
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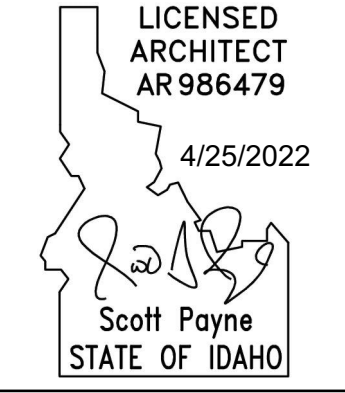
ELEVATION KEY NOTES

- 01 Antique Brick Facade with Large Mortar Joints, Quality of General Shale Cambridge Series
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- 08 20 ga. Corrugated Metal Siding, Quality of Bryer Axis Series

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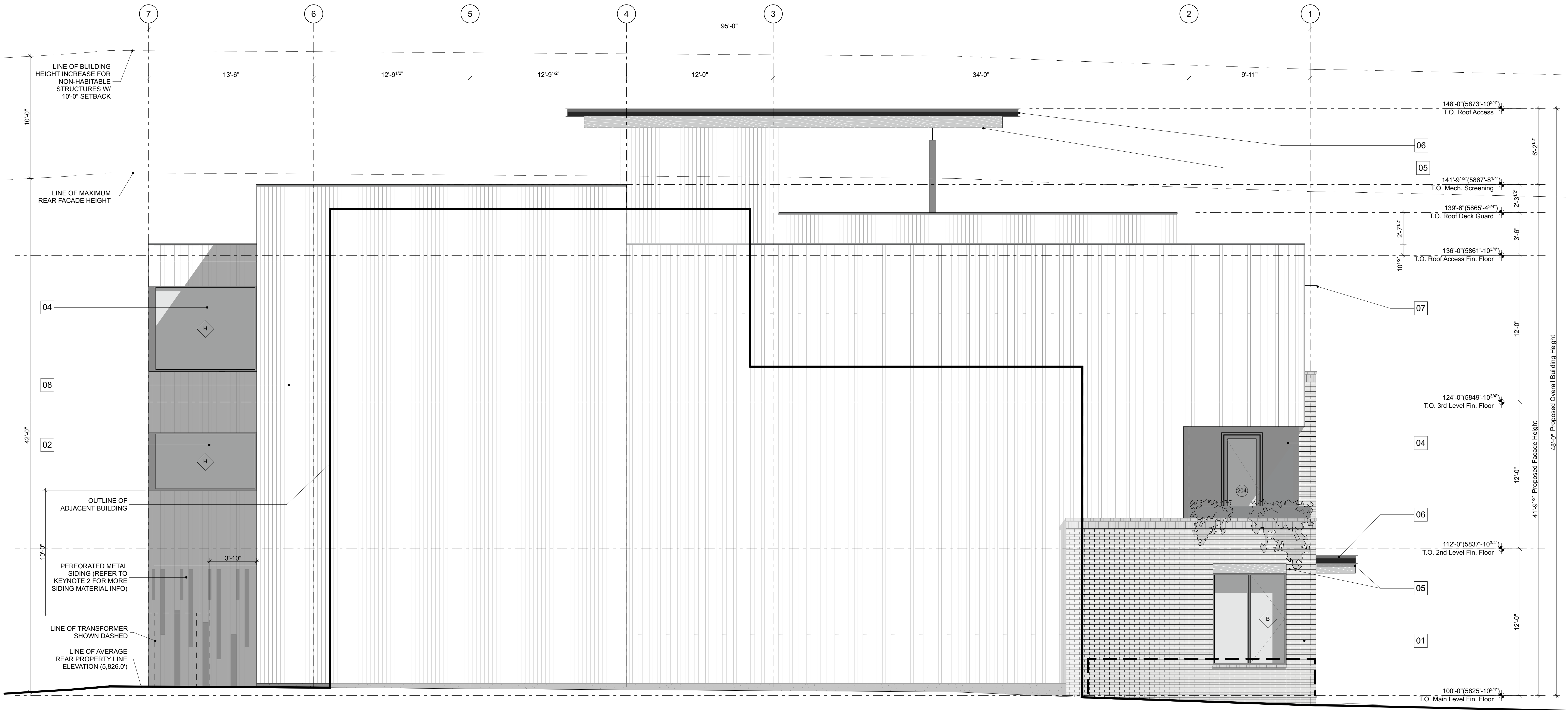


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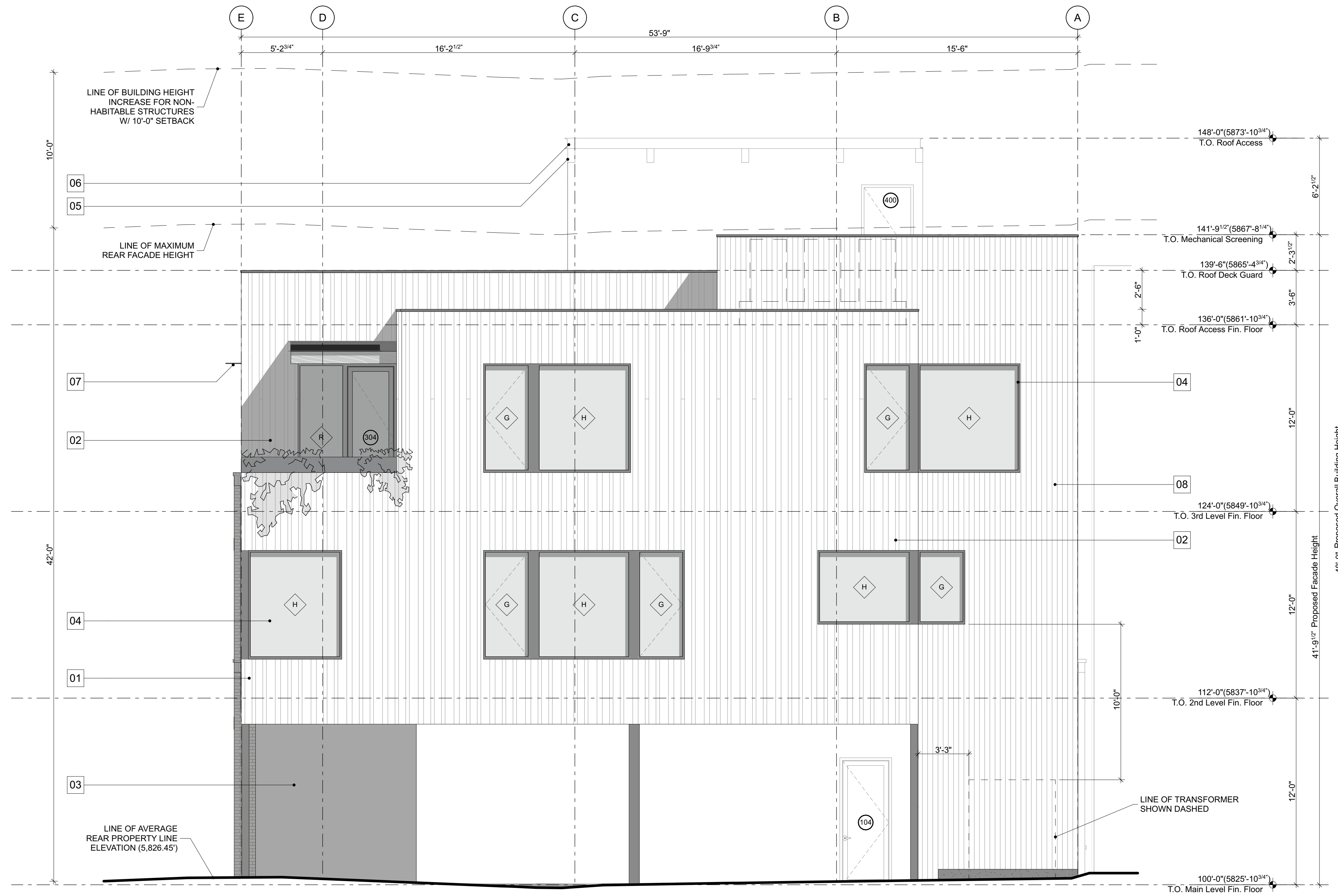
**A302**  
NORTH BUILDING ELEVATION



01 NORTH BUILDING ELEVATION  
SCALE: 1/4" = 1'-0"

ELEVATION KEY NOTES

- 01 Antique Brick Facade with Large Mortar Joints, Quality of General Shale Cambridge Series
- 02 20 ga. Multi-Width Vertical Boxed Seam Metal Siding, Quality of Bryer Axis Series
- 03 20 ga. Blackened Metal Panels
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- 05 Reclaimed Heavy Timbers, Typ.
- 06 Single-Ply Class 'A' Rated EPDM Roof
- 07 Blackened Plate Steel
- 08 20 ga. Corrugated Metal Siding, Quality of Bryer Axis Series



01 EAST BUILDING ELEVATION  
SCALE: 1/4" = 1'-0"

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EAST BUILDING ELEVATION

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Sun Valley  
351 N Leadville Ave, Suite 204  
Ketchum, ID 83340  
T.208.214.5155

Louisiana  
910 Pierremont Rd, Suite 410  
Shreveport, LA 71106  
T.318.383.3100

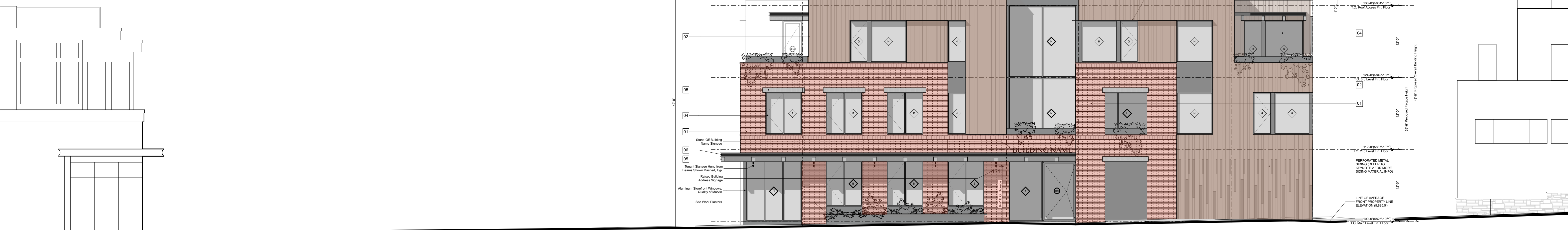
LICENSED  
ARCHITECT  
AR 986479

4/25/2022



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1st & SUN VALLEY  
OFFICE BUILDING  
131 EAST SUN VALLEY RD  
KETCHUM, ID 83340



SOUTH SITE ELEVATION  
SCALE: 1/8" = 1'-0"

DATE: 4/29/22

PROJECT #: SV2106

DRAWN: AB/NH

ISSUE:

DESIGN REVIEW

A304

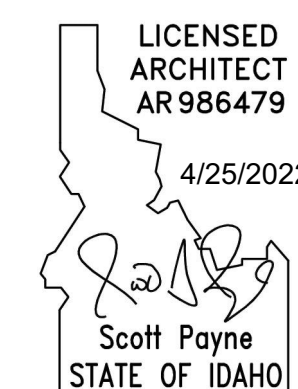
SOUTH SITE ELEVATION



Jackson Hole  
260 West Broadway, Suite A  
Jackson, WY 83001  
T.307.264.0080

Sun Valley  
351 N Leadville Ave, Suite 204  
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1st & SUN VALLEY  
OFFICE BUILDING  
131 EAST SUN VALLEY RD  
KETCHUM, ID 83340

DATE: 5/16/22

PROJECT #: SV2106

DRAWN: AB/NH

ISSUE:

DESIGN REVIEW

A305

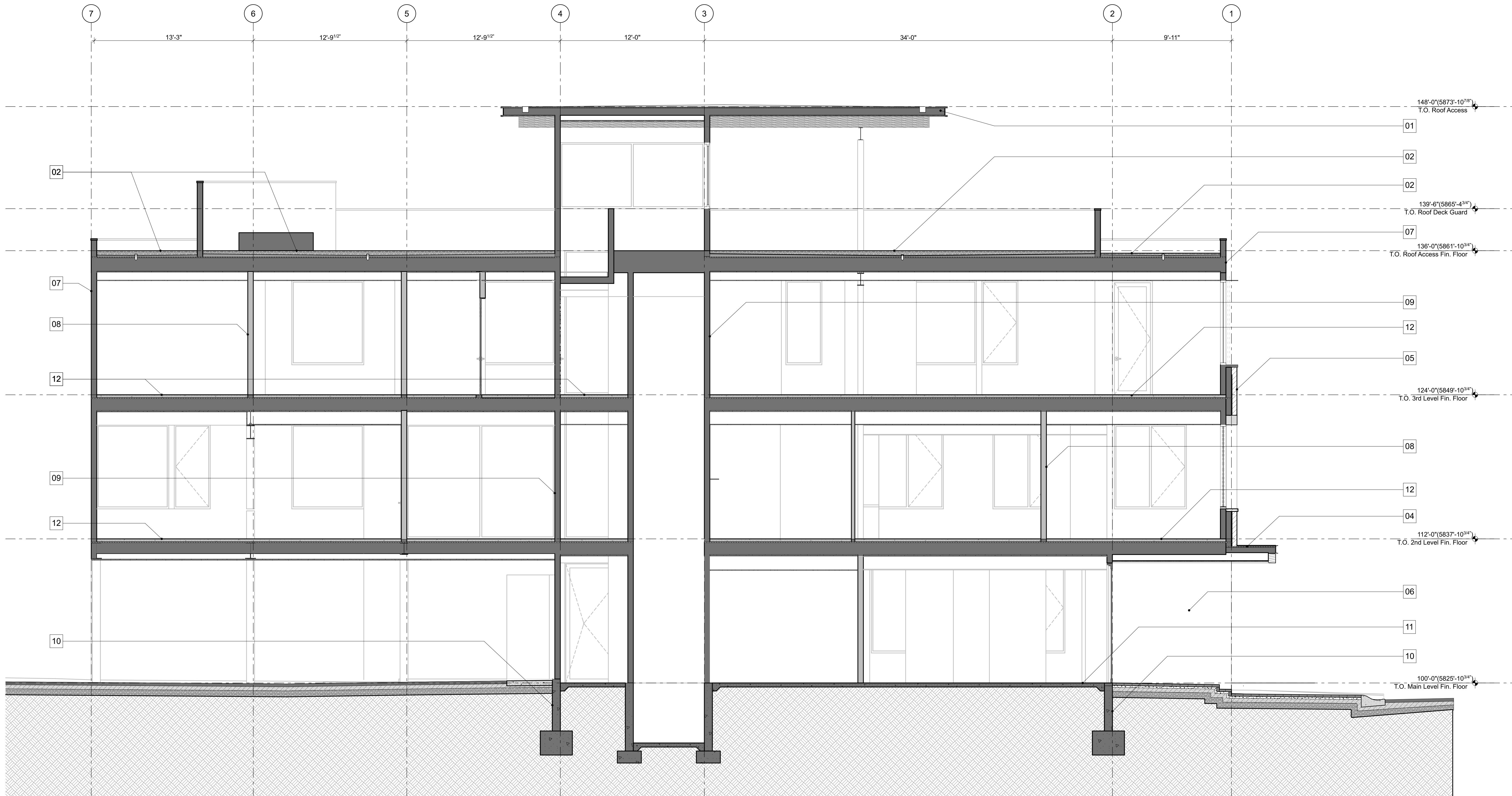
WEST SITE ELEVATIONS



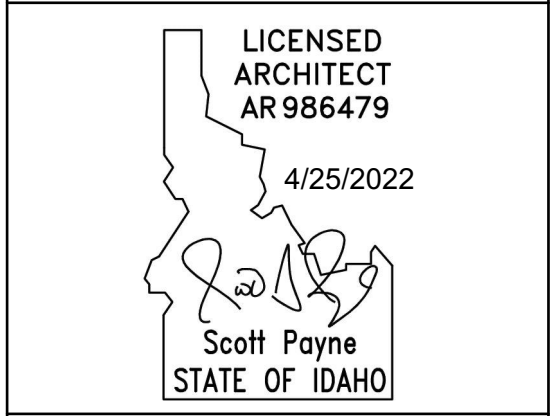
WEST SITE ELEVATION  
SCALE: 1/8" = 1'-0"

ASSEMBLY NOTES

- 1 **Mechanically Fastened EPDM Flat Roof @ Upper Roof:**  
Mechanically fastened EPDM membrane roofing, on tapered rigid insulation (1/2" min.) w/ 0.125:12 slope, on plywood roof sheathing, on I joist framing, Re: Struct., w/ closed cell polyurethane spray foam insulation (R-60 Min.), on Heavy Timbers w/ 1x Stained Oak Soffit @ Exterior.  
@ Interior: Framing per Above over (2) Layers 5/8" Type 'X' GWB on Heavy Timbers w/ dropped 1x Stained Oak Soffit. See roof plan for roof slope and internal gutter/downspout locations. Provide heat cable at all downspouts and scuppers/ gutters.
- 2 **Ballasted EPDM Flat Roof @ Parapet Roof:**  
3/4" +/- Ballast (2" min.), on EPDM membrane roofing, on tapered rigid insulation (1/2" min.) w/ 0.125:12 slope, on plywood roof sheathing, on I joist framing, Re: Struct., w/ closed cell polyurethane spray foam insulation (R-60 Min.), over (2) Layers 5/8" Type 'X' GWB Ceiling. See roof plan for roof slope and drain/downspout locations. Provide heat cable at all downspouts and scuppers.
- 3 **Paver Flat Roof @ Roof Deck:**  
Pavers on pedestal system (spec TBD), on EPDM Membrane Roofing, on Tapered Rigid Insulation (1/2" min.) w/ 0.125:12 slope, on Plywood Roof Sheathing, on I Joist Framing, Re: Struct., w/ closed cell polyurethane spray foam insulation (R-60 Min.), over (1) Layer 5/8" Type 'X' GWB Ceiling. Provide Downspouts per plan & provide heat cable at all downspout locations.
- 4 **Flat Roof @ Metal Awning:**  
EPDM Roofing Membrane, on Roof Decking, over Roof Framing, RE: Struct., on Heavy Timber Beams W/ 1x Stained Oak Soffit
- 5 **Exterior Wall Assembly @ Limewashed or Painted Antique Brick Veneer:**  
Limewashed or Painted Running Bond Old Brick Veneer on 5-1/2" Brick Shelf or Steel Angle, Re: Struct. with Toothed Corners/Openings (Ref: Elevations), with adjustable brick ties (spaced per Manufacturers Specifications), expansion joints (inside corners), weep holes and Copper Damp proof Flashing, (Ref: Specifications), with 1" Ivory Buff mortar joints (verify with Architect with samples), with Copper Flashing and, Typ., on Commercial Grade Weather Resistant Barrier, on 1/2" plywood sheathing (NO OSB), on Wood Stud Wall Framing, Re: Struct with Spray Foam Insulation (full depth of stud), Typ. Color and Finish TBD
- 6 **Exterior Wall Framing @ Metal Panel Siding:**  
20 ga. Kynar Coated Metal Panels over Furring Strips, on Black Underlayment Drain Wrap/ Weather Barrier, on Exterior Plywood Sheathing, on Wood Stud Wall Framing, Re: Struct. w/ Spray Foam Insulation (full depth of stud), Typ. Color and Finish TBD
- 7 **Exterior Wall Framing @ Multi-Width Vertical Boxed Seam:**  
20 ga. Kynar Coated Bryer Axis Series Multi-Width Vertical Boxed Seam Metal Panels, over Furring Strips, over Black Underlayment Drain Wrap/ Weather Barrier, on Exterior Plywood Sheathing, over Wood Stud Wall framing, Re: Struct. w/Spray Foam Insulation (full depth of stud), Typ. Color and Finish TBD
- 8 **Interior Wall Framing:**  
2x Stud Wall Framing, Re: Struct. w/ 5/8" textured & painted gypsum wall board. (Fire tape @ Garage, Mechanical space, and Corridor/ Office Walls. See Wall Sections for Details & Structural Drawings for Shear Wall Locations.
- 9 **Interior Wall Framing 1HR Fire Assembly:**  
2x Stud Wall Framing, Re: Struct., w/ 5/8" Type 'X' GWB (both sides of wall) textured & painted gypsum wall board. (Fire tape @ Garage, Mechanical space, and Corridor/Office Walls. See Wall Sections for details. Structural Drawings for Shear Wall Locations. **VF Wall assembly and STC rating w/ Arch.**
- 10 **Foundation Wall, Typ:**  
2" Extruded polystyrene insulation (R-10), on Fluid Applied waterproofing, on Foundation/ Retaining Wall, RE: Struct.  
Above grade: Provide Metal flashing over drainage/protection/insulation board.
- 11 **Slab on Grade:**  
Polished 4" Reinforced Concrete Slab, Over 8 Mil Vapor Barrier (Taped & Sealed), on 2" Rigid Insulation, Over Washed Rock, Over Compacted Base, RE: Struct.
- 12 **2nd, 3rd & Roof Access 1HR Fire Rated Floor Assembly:**  
3" Concrete Topping Slab on plywood sheathing, on TJ Joists (RE:Struct.), w/ sound insulation over (2) layers of 5/8" Type 'X' GWB. Refer to RCP & Building Sections for Dropped Ceiling Locations (RE: Struct.)
- 13 **Paver Deck Assembly:**  
Pavers on pedestal system (spec TBD), on EPDM Membrane Roofing, on Tapered Rigid Insulation (1/2" min.) w/ 0.125:12 slope, on Plywood Sheathing, on Deck Framing, Re: Struct., W/ 1x Stained Oak Soffit. Downspouts per plan & provide heat cable at all downspout locations.



01 LONGITUDINAL CENTRAL BUILDING SECTION  
SCALE: 1/4" = 1'-0"



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1st & SUN VALLEY OFFICE BUILDING  
131 EAST SUN VALLEY RD  
KETCHUM, ID 83340

DATE:	4/25/22
PROJECT #:	SV2106
DRAWN:	AB/NH
ISSUE:	DESIGN REVIEW

**A400**  
BUILDING SECTION

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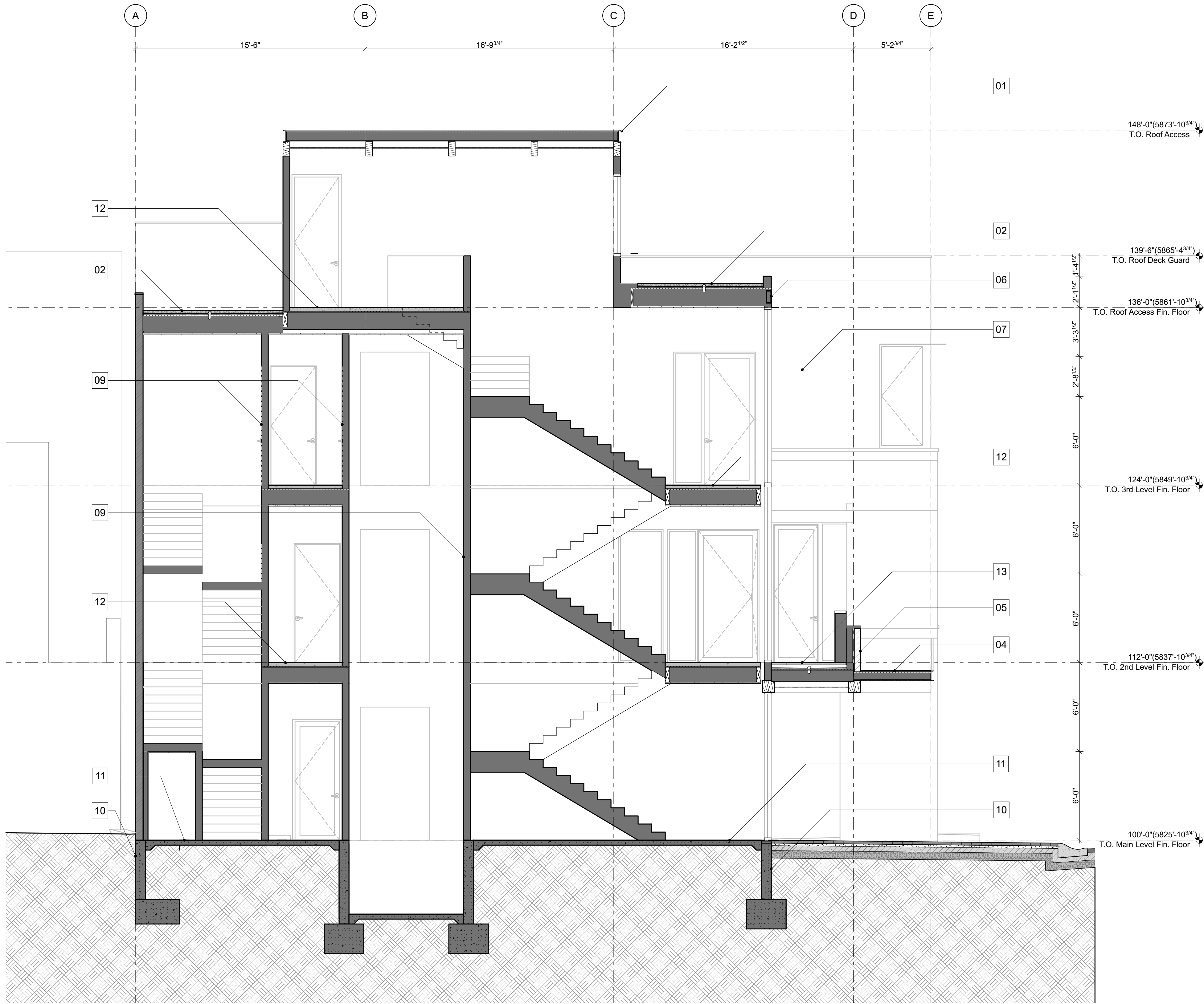
1st & SUN VALLEY OFFICE BUILDING  
131 EAST SUN VALLEY RD  
KETCHUM, ID 83340

DATE:	4/25/22
PROJECT #:	SV2106
DRAWN:	AB/NH
ISSUE:	
DESIGN REVIEW	

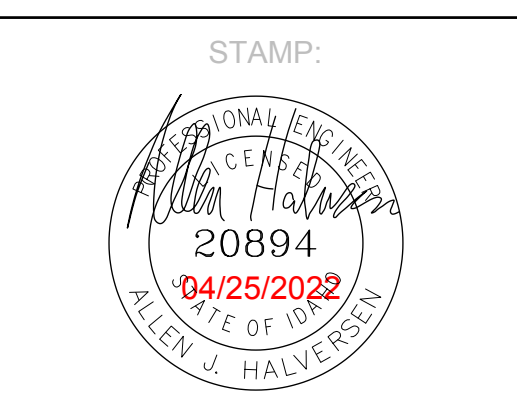
A401  
BUILDING SECTION

ASSEMBLY NOTES

- 1 **Mechanically Fastened EPDM Flat Roof @ Upper R:**  
Mechanically fastened EPDM membrane roofing, on tapered rigid insulation (1/2" min.) w/ 0.125:12 slope, or plywood roof sheathing, on I joist framing, Re: Struct., w/ closed cell polyurethane spray foam insulation (R-60 M on Heavy Timbers w/ 1x Stained Oak Soffit @ Exterior. @ Interior: Framing per Above over (2) Layers 5/8" Typ GWB on Heavy Timbers w/ dropped 1x Stained Oak So See roof plan for roof slope and internal gutter/downspout locations. Provide heat cable at all downspouts and scuppers/gutters.
- 2 **Ballasted EPDM Flat Roof @ Parapet Roof:**  
3/4" Ballast (2" min.), on EPDM membrane roofing, on tapered rigid insulation (1/2" min.) w/ 0.125:12 slope, on plywood roof sheathing, on I joist framing, Re: Struct., w/ closed cell polyurethane spray foam insulation (R-60 Min.), over (2) Layers 5/8" Type "X" GWB Ceiling. See roof plan for roof slope and drain/downspout locations. Provide heat cable at all downspouts and scuppers.
- 3 **Paver Flat Roof @ Roof Deck:**  
Pavers on pedestal system (spec TBD), on EPDM Membrane Roofing, on Tapered Rigid Insulation (1/2" min.) w/ 0.125:12 slope, on Plywood Roof Sheathing, on I joist Framing, Re: Struct., w/ closed cell polyurethane spray foam insulation (R-60 Min.), over (1) Layer 5/8" Type "X" GWB Ceiling. Provide Downspouts per plan & provide heat cable at all downspout locations.
- 4 **Flat Roof @ Metal Awning:**  
EPDM Roofing Membrane, on Roof Decking, over Roof Framing, RE: Struct., on Heavy Timber Beams W/ 1x Stained Oak Soffit
- 5 **Exterior Wall Assembly @ Limewashed or Painted Antique Brick Veneer:**  
Limewashed or Painted Running Bond Old Brick Veneer on 5-1/2" Brick Shelf or Steel Angle, Re: Struct. with with Toothed Corners/Openings (Ref: Elevations), with adjustable brick ties (spaced per Manufactures Specifications), expansion joints (inside corners), weep holes and Copper Damp proof Flashing, (Ref: Specifications), with 1" Ivory Buff mortar joints (verify with Architect with samples), with Copper Flashing and, Typ., on Commercial Grade Weather Resistant Barrier, on 1/2" plywood sheathing (NO OSB), on Wood Stud Wall Framing, Re: Struct with Spray Foam Insulation (full depth of stud), Typ.
- 6 **Exterior Wall Framing @ Metal Panel Siding:**  
20 ga. Kynar Coated Metal Panels over Furring Strips, on Black Underlayment Drain Wrap/ Weather Barrier, on Exterior Plywood Sheathing, on Wood Stud Wall Framing, Re: Struct. w/ Spray Foam Insulation (full depth of stud), Typ. Color and Finish TBD
- 7 **Exterior Wall Framing @ Multi-Width Vertical Boxed Seam:**  
20 ga. Kynar Coated Bryer Axis Series Multi-Width Vertical Boxed Seam Metal Panels, over Furring Strips, over Black Underlayment Drain Wrap/ Weather Barrier, on Exterior Plywood Sheathing, over Wood Stud wall framing, Re: Struct. w/ Spray Foam Insulation (full depth of stud), Typ. Color and Finish TBD
- 8 **Interior Wall Framing:**  
2x Stud Wall Framing, Re: Struct. w/ 5/8" textured & painted gypsum wall board, (Fire tape @ Garage, Mechanical space, and Corridor/ Office Walls. See Wall Sections for Details & Structural Drawings for Shear Wall Locations.
- 9 **Interior Wall Framing 1HR Fire Assembly:**  
2x Stud Wall Framing, Re: Struct., w/ 5/8" Type "X" GWB (both sides of wall) textured & painted gypsum wall board. (Fire tape @ Garage, Mechanical space, and Corridor/Office Walls. See Wall Sections for details. Structural Drawings for Shear Wall Locations. **VI Wall assembly and STC rating w/ Arch.**
- 10 **Foundation Wall, Typ:**  
2" Extruded polystyrene insulation (R-10), on Fluid Applied waterproofing, on Foundation/ Retaining Wall, RE: Struct.  
Above grade: Provide Metal flashing over drainage/protection/insulation board.
- 11 **Slab on Grade:**  
Polished 4" Reinforced Concrete Slab, over 8 Mil Vapor Barrier (Taped & Sealed), on 2" Rigid Insulation, Over Washed Rock, Over Compacted Base, RE: Struct.
- 12 **2nd, 3rd & Roof Access 1HR Fire Rated Floor Assembly:**  
3" Concrete Topping Slab on plywood sheathing, on I Joists (RE:Struct.), w/ sound insulation over (2) layers of 5/8" Type "X" GWB. Refer to RCP & Building Sections for Dropped Ceiling Locations (RE: Struct.)
- 13 **Paver Deck Assembly:**  
Pavers on pedestal system (spec TBD), on EPDM Membrane Roofing, on Tapered Rigid Insulation (1/2" min.) w/ 0.125:12 slope, on Plywood Sheathing, on Deck Framing, Re: Struct., W/ 1x Stained Oak Soffit. Downspouts per plan & provide heat cable at all downspout locations.



01 MECHANICAL /CORRIDOR BUILDING SECTION  
SCALE: 1/4" = 1'-0"



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1st & SUN VALLEY OFFICE BUILDING  
 131 EAST SUN VALLEY RD  
 KETCHUM, ID 83340

DATE:	04/22/22
PROJECT #:	21-402
DRAWN:	AH/MB
ISSUE:	
DRC	
Permit Set	
Permit Set Resubmittal	
Permit Set Resubmittal 2	
100% CD Set	

**E101**  
 SITE ELECTRICAL PLAN

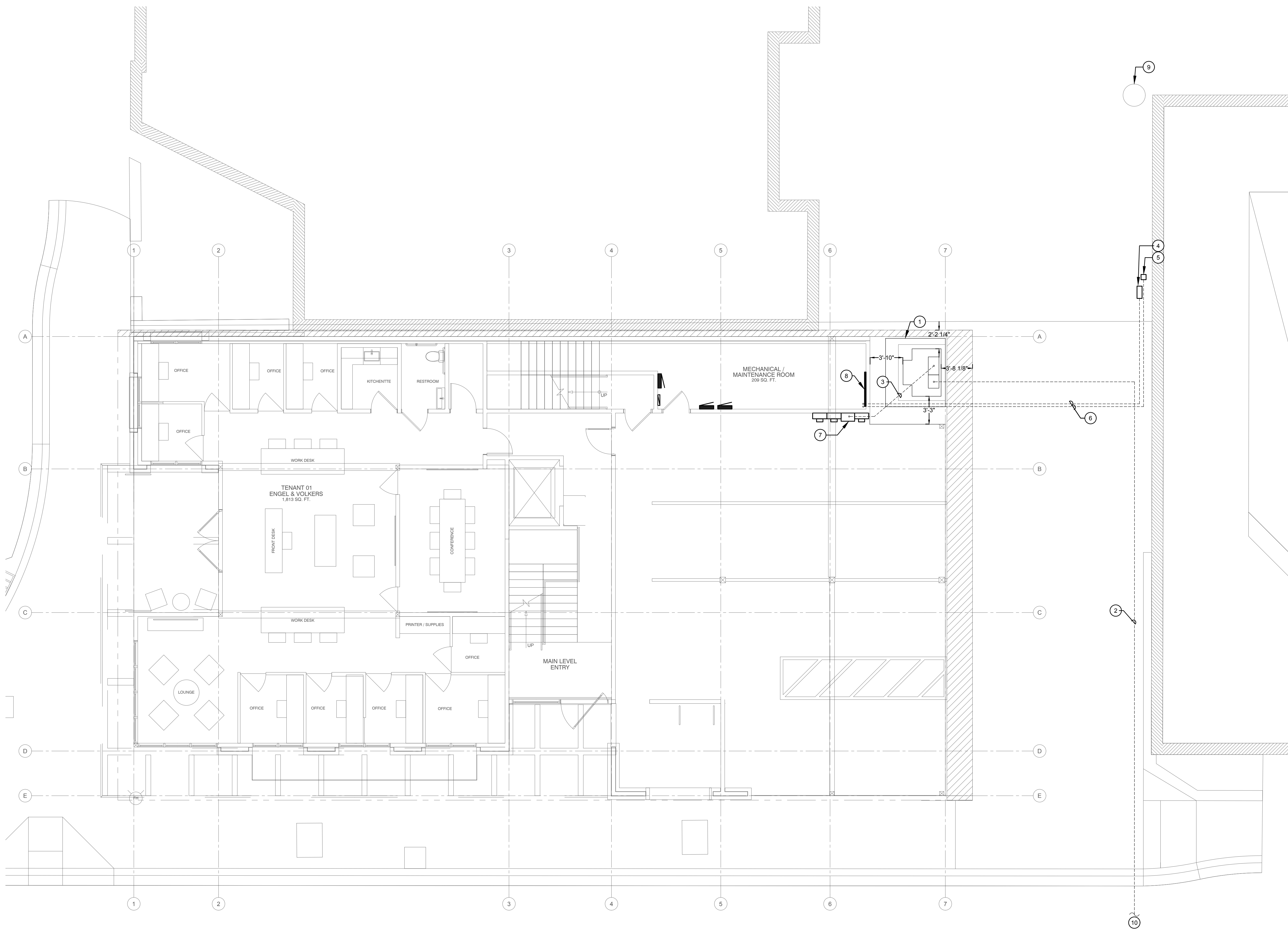
**KEYED NOTES:**

# SYMBOL USED FOR NOTE CALLOUT.

- NEW PAD MOUNTED TRANSFORMER AND PAD BY IDAHO POWER COMPANY. PROTECTIVE BUST SHIELD PROVIDED BY ELECTRICAL CONTRACTOR. MAINTAIN REQUIRED CLEARANCES.
- NEW UNDERGROUND PRIMARY CONDUIT AND CONDUCTOR BY IDAHO POWER COMPANY. COORDINATE INSTALLATION WITH IDAHO POWER.
- NEW UNDERGROUND SECONDARY CONDUIT AND CONDUCTOR BY IDAHO POWER COMPANY. COORDINATE INSTALLATION WITH IDAHO POWER.
- EXISTING CENTURY LINK PEDESTAL TO REMAIN. COORDINATE NEW CONDUIT CONNECTION WITH CENTURY LINK.
- EXISTING COX COMMUNICATIONS PEDESTAL TO REMAIN. COORDINATE NEW CONDUIT CONNECTION WITH COX COMMUNICATIONS.
- (1) 2" CONDUIT FOR PHONE SERVICE. (1) 2" CONDUIT FOR CATV SERVICE. COORDINATE INSTALLATIONS REQUIREMENTS WITH UTILITIES. STUB CONDUITS 12" ABOVE FLOOR AT TV'S AND STUB CONDUITS TO NEAREST TELEPHONE UTILITY PEDESTAL COORDINATE UTILITY LOCATION PRIOR TO ROUGH-IN. PROVIDE CONDUIT AS REQUIRED. MARK LOCATION WITH MONUMENT MARKER. PROVIDE 1000 LB PULL-LINE WITH EACH CONDUIT.
- (3) 3-METER METERPACKS AND MAIN DISCONNECT SWITCH BY ELECTRICAL CONTRACTOR. SEE SHEET E6.01 FOR MORE INFORMATION.
- NEW TELEPHONE BACKBOARD ROUGH-IN. SEE SHEET E7.01 FOR MORE INFORMATION.
- EXISTING IDAHO POWER POWER POLE.
- TO EXISTING SECTIONALIZING CABINET 'CR20'.

**GENERAL NOTES:**

- CONTRACTOR SHALL COORDINATE WITH AN UNDERGROUND LOCATING SERVICE PRIOR TO COMMENCING WORK. COORDINATE WITH OTHER SITE DISCIPLINES.
- ROUTE CONDUITS IN COMMON TRENCH WHERE POSSIBLE REFER TO TRENCHING DETAIL.
- SEE ARCHITECTURAL AND CIVIL DRAWINGS FOR ADDITIONAL INFORMATION.
- UTILITY EQUIPMENT SHOWN IN APPROXIMATE LOCATION. COORDINATE EXACT LOCATION WITH CIVIL DRAWINGS. PROPERTY LINES, AND UTILITY COMPANIES PRIOR TO ROUGH-IN.
- PROVIDE PULL-LINE IN ALL EMPTY CONDUITS.



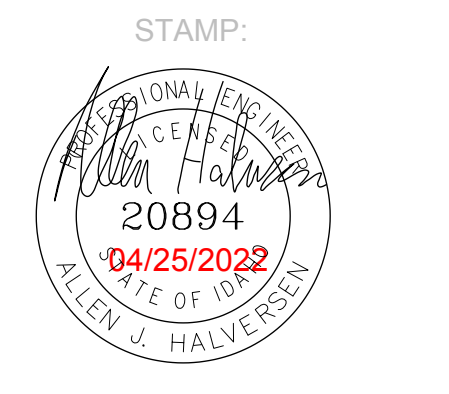
**1** SITE ELECTRICAL PLAN  
 SCALE: 3/16" = 1'-0"



**Jackson Hole**  
260 West Broadway, Suite A  
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T.307.264.0080

**Sun Valley**  
351 N Leadville Ave, Suite 204  
Ketchum, ID 83340  
T.208.214.5155

**Louisiana**  
910 Pierremont Rd, Suite 410  
Shreveport, LA 71106  
T.318.363.3100

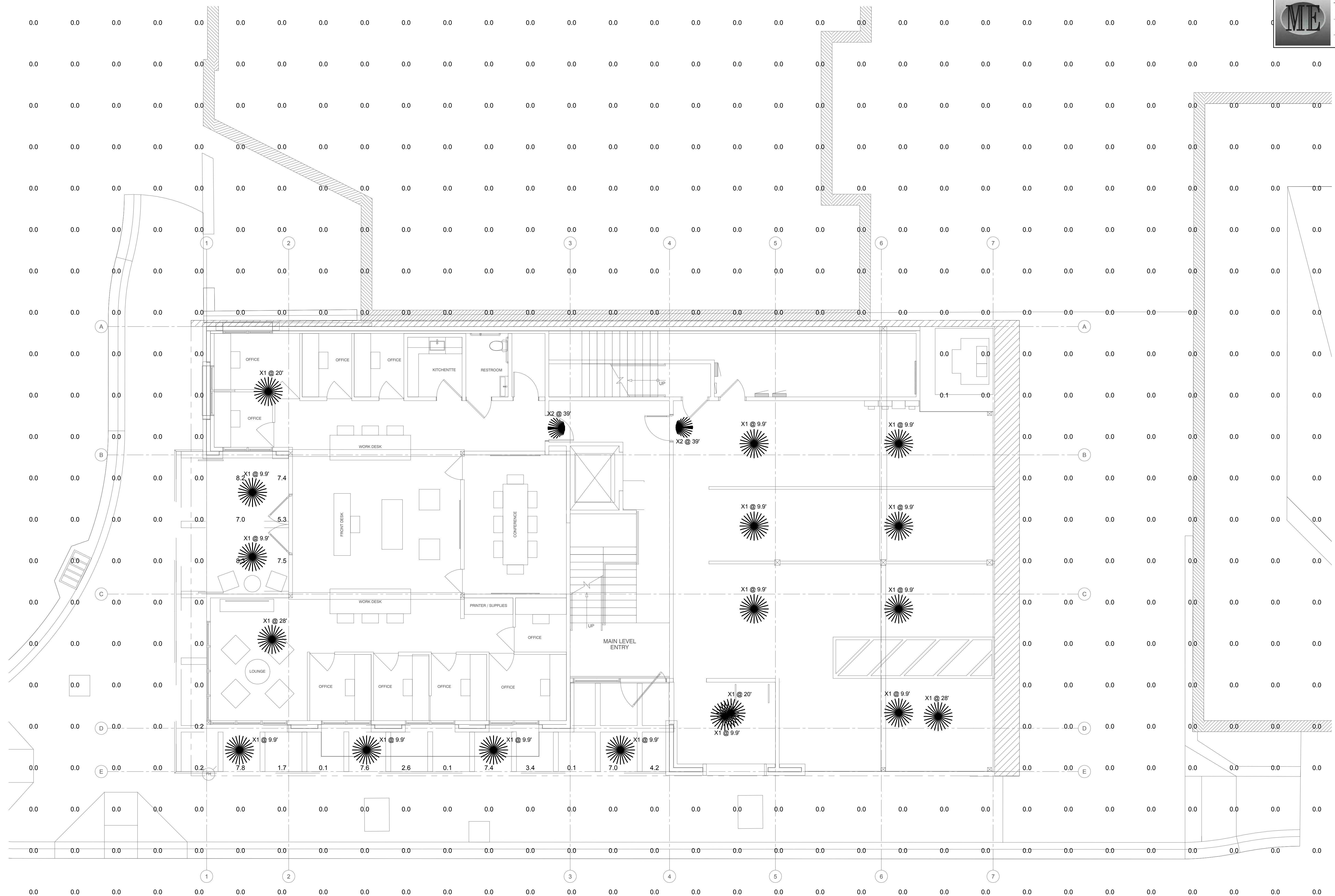


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1st & SUN VALLEY  
OFFICE BUILDING  
131 EAST SUN VALLEY RD  
KETCHUM, ID 83340

DATE: 04/22/22  
PROJECT #: 21-402  
DRAWN: AH/MB  
ISSUE:  
DRC  
Permit Set  
Permit Set Resubmittal  
Permit Set Resubmittal 2  
100% CD Set

**E102**  
SITE LIGHTING  
PHOTOMETRICS



**1** SITE LIGHTING PHOTOMETRIC PLAN  
SCALE: 3/16" = 1'-0"

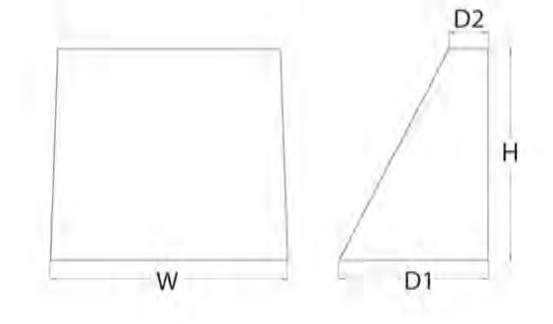


**WDGE1 LED Architectural Wall Sconce**



Catalog Number
Notes
Type <b>X2</b>

**Specifications**  
 Depth (D1): 5.5"  
 Depth (D2): 1.5"  
 Height: 8"  
 Width: 9"  
 Weight: 9 lbs (without options)



**Introduction**  
 The WDGE LED family is designed to meet specifier's every wall-mounted lighting need in a widely accepted shape that blends with any architecture. The clean rectilinear design comes in four sizes with lumen packages ranging from 1,200 to 25,000 lumens, providing true site-wide solution.  
 WDGE1 delivers up to 2,000 lumens with a soft, non-pixelated light source, creating a visually comfortable environment. The compact size of WDGE1, with its integrated emergency battery backup option, makes it an ideal over-the-door wall-mounted lighting solution.

**WDGE LED Family Overview**

Luminaire	Standard FM, R/C	Total FM, -30°C	Sensor	Lumens (4000K)					
				P1	P2	P3	P4	P5	P6
WDGE1 LED	4W	—	—	1,200	2,000	—	—	—	—
WDGE2 LED	10W	18W	Standalone / noLight	1,200	2,000	3,000	4,500	6,000	—
WDGE3 LED	15W	18W	Standalone / noLight	7,500	8,500	10,000	12,000	—	—
WDGE4 LED	—	—	Standalone / noLight	12,000	16,000	18,000	20,000	22,000	25,000

**Ordering Information**

EXAMPLE: WDGE1 LED P2 40K 80CRI VF MVOLT SRM PE DDBXD

Series	Package	Color Temperature	CRI	Electrification	Voltage	Mounting
WDGE1 LED	P1	27X	2700K	90CRI	VF	Visual comfort forward throw
		30K	3000K	90CRI	VW	Visual comfort wide
	P2	30K	3000K	90CRI	VF	Visual comfort forward throw
	33X	3300K	90CRI	VW	Visual comfort wide	
	40K	4000K	90CRI	VF	Visual comfort forward throw	
		50K	5000K	90CRI	VW	Visual comfort wide

Options	Finish
EBW1 Emergency battery backup. Certified in CA Title 20 MADCBS (4W, 0°C min)	DDBXD Dark bronze
PE4 PhotoCell, Button Type	DBLXD Black
DS Dual switching (comes with 2 drivers and 2 light engines; see page 3 for details)	DNAXD Natural aluminum
DMS 0-10V dimming wires pulled outside fixture (for use with an external control, ordered separately)	DWAXD White
BCE Bottom conduit entry for back box (P8BW), total of 4 entry points	DSSXD Sandstone
BAA Buy American (A) A11 Compliant	

**Accessories**  
 WDGE4MS DDBXD WDGE 1-Track Architectural Wall Sconce (Specify finish)  
 WDGE1P8BW DDBXD WDGE 1-surface-mounted back box (Specify finish)

NOTES  
 1. 50K not available in 90CRI. 4. PE not available with DS.  
 2. 347V not available with EBW1, DS or PE. 5. Not qualified for DLC. Not available with EBW1.  
 3. EBW1 not available with PE or DS.

**LED ceiling mounted downlight - wide beam**

**Application**  
 This compact LED ceiling mounted downlight is designed for down lighting atriums, canopies, passages, and other interior and exterior locations featuring a symmetrical wide beam light distribution.

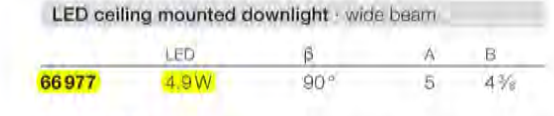
**Materials**  
 Luminaire housing constructed of die-cast marine grade, copper free (5 0.3% copper content) A360.0 aluminum alloy  
 Clear safety glass  
 Reflector made of pure anodized aluminum  
 High temperature silicone gasket

**ERTL** listed to North American Standards, suitable for wet locations  
 Protection class IP65  
 Weight: 2.2 lbs

**Electrical**  
 Operating voltage **120-277VAC**  
 Minimum start temperature -30°C  
 LED module wattage **4.9W**  
 System wattage 7W  
 Controllability 0-10V dimmable  
 Color rendering index Ra > 80  
 Luminaire lumens **852 lumens (8000K)**  
 Lifetime at Ta = 15°C >500,000 h (L70)  
 Lifetime at Ta = 40°C 425,000 h (L70)

**LED color temperature**  
 4000K - Product number + **K4**  
 3500K - Product number + **K35**  
 3000K - Product number + **K3 (EXPRESS)**  
 2700K - Product number + **K27**

**Finish**  
 All BEGA standard finishes are matte, textured polyester powder coat with minimum 3 mil thickness.  
 Available colors  Black (BLK)  White (WHT)  RAL:  
 Bronze (BRZ)  Silver (SLV)  GUS;



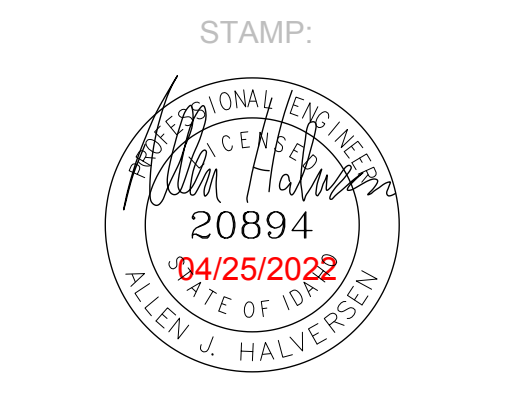
BEGA 1000 BEGA Way, Carpinteria, CA 93013 (805) 684-0533 info@bega-us.com  
 Due to the dynamic nature of lighting products and the associated technologies, luminaire data on this sheet is subject to change at the discretion of BEGA North America. For the most current technical data, please refer to bega-us.com © copyright BEGA 2018

BEGA

**Jackson Hole**  
 260 West Broadway, Suite A  
 Jackson, WY 83001  
 T.307.264.0080

**Sun Valley**  
 351 N Leadville Ave., Suite 204  
 Ketchum, ID 83340  
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 Shreveport, LA 71106  
 T.318.353.3100



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1st & SUN VALLEY  
 OFFICE BUILDING  
 131 EAST SUN VALLEY RD  
 KETCHUM, ID 83340

DATE: 04/22/22  
 PROJECT #: 21-402  
 DRAWN: AH/MB

ISSUE:  
 DRC  
 Permit Set  
 Permit Set Resubmittal  
 Permit Set Resubmittal 2  
 100% CD Set

**E103**  
 SITE LIGHTING CUT SHEETS

Exhibit B

Design Review Application  
&  
Supplemental Materials



City of Ketchum  
Planning & Building

OFFICIAL USE ONLY	
File #	P21-100
Date Received:	
By:	
Pre-Application Fee Paid	1100 - changed to
Design Review Fee Paid	2602
Approved Date:	
Denied Date:	
By:	
ADRE: Yes <input type="checkbox"/> No <input type="checkbox"/>	

1525 +  
1079  
-----  
2602  
DR. with 1100 credit

Design Review Application

APPLICANT INFORMATION			
Project Name: 1st & Sun Valley Office Building		Phone: 208-720-8244	
Owner: 131 E Sun Valley Rd LLC		Mailing Address: PO BOX 222. SUN VALLEY ID 83353	
Email: reid.sanborn@evrealestate.com			
Architect/Representative: Farmer Payne Architects		Phone: 208-214-5155	
Email: scott@farmerpaynearchitects.com		Mailing Address: PO Box 869. Ketchum, ID. 83340	
Architect License Number:			
Engineer of Record: Murar Engineering (Kevin Murar)		Phone: 808-333-0999	
Email: kmurar@murarengineering.com		Mailing Address: 668 N 9th St, Boise, ID 83702	
Engineer License Number:			
<i>All design review plans and drawings for public commercial projects, residential buildings containing more than four (4) dwelling units and development projects containing more than four (4) dwelling units shall be prepared by an Idaho licensed architect or an Idaho licensed engineer.</i>			
PROJECT INFORMATION			
Legal Land Description: Ketchum Lot 8, BLK 37, 5500SF			
Street Address: 131 E Sun Valley Rd. 83340			
Lot Area (Square Feet): 5500 sf			
Zoning District: CC-2			
Overlay District: <input type="checkbox"/> Floodplain <input type="checkbox"/> Avalanche <input type="checkbox"/> Mountain			
Type of Construction: <input checked="" type="checkbox"/> New <input type="checkbox"/> Addition <input type="checkbox"/> Remodel <input type="checkbox"/> Other			
Anticipated Use: Office - Business		Number of Residential Units: 0	
TOTAL FLOOR AREA			
	<b>Proposed</b>	<b>Existing</b>	
Basements		Sq. Ft.	Sq. Ft.
1 <sup>st</sup> Floor	2,980	Sq. Ft.	Sq. Ft.
2 <sup>nd</sup> Floor	3,969	Sq. Ft.	Sq. Ft.
3 <sup>rd</sup> Floor	3,969	Sq. Ft.	Sq. Ft.
Mezzanine		Sq. Ft.	Sq. Ft.
Total	10,918	Sq. Ft.	Sq. Ft.
FLOOR AREA RATIO			
Community Core: 1.99		Tourist:	General Residential-High:
BUILDING COVERAGE/OPEN SPACE			
Percent of Building Coverage: 86%			
DIMENSIONAL STANDARDS/PROPOSED SETBACKS			
Front: 5' Average	Side: 5' Average	Side: 3'	Rear: 0'-9"
Building Height: 39'6" T.O. Parapet ----- 48' T.O. Roof Access			
OFF STREET PARKING			
Parking Spaces Provided: 3 Tandem & 1 ADA			
Curb Cut: N/A Sq. Ft. %			
WATER SYSTEM			
<input checked="" type="checkbox"/> Municipal Service		<input type="checkbox"/> Ketchum Spring Water	



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.

**Nate Hecker**

**03/07/22**

Signature of Owner/Representative

Date

Once your application has been received, we will review it and contact you with next steps.  
No further action is required at this time.

## **DESIGN REVIEW EVALUATION STANDARDS**

**(May not apply to Administrative Design Review):**

### **17.96.060: IMPROVEMENTS AND STANDARDS FOR ALL PROJECTS**

#### **A. Streets:**

1. The applicant shall be responsible for all costs associated with providing a connection from an existing city streets to their development.
2. All streets designs shall be in conformance with the right-of-way standards and approved by the Public Works Director.

#### **B. Sidewalks:**

1. All projects under 17.96.010(A) that qualify as a "Substantial Improvement" shall install sidewalks in conformance with the right-of-way standards. Sidewalk improvements may be waived for projects that qualify as a "Substantial Improvement" which comprise additions of less than 250 square feet of conditioned space.
2. 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.
3. 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.
4. 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 one hundred ten percent (110%) of the estimated costs of concrete sidewalk and drainage improvements provided by a qualified contractor, plus associated engineering costs, as approved by the Public Works Director. Any approved in-lieu contribution shall be paid before the city issues a certificate of occupancy.

#### **C. Drainage:**

1. All storm water shall be retained on site.
2. Drainage improvements constructed shall be equal to the length of the subject property lines adjacent to any public street or private street.
3. The Public Works Director may require additional drainage improvements as necessary, depending on the unique characteristics of a site.

C L E A R   C R E E K   D I S P O S A L

PO Box 130 • Ketchum, ID 83340 • Phone 208.726.9600 • www.ccdisposal.com

March 16, 2022

City of Ketchum  
Planning Department  
P O Box 2315  
Ketchum, ID 83340

Re: 131 Sun Valley Rd E

To Whom it May Concern,

I have met with the development team regarding the above property.

The building is an office building and has no retail or restaurant space and could utilize carts for garbage services. The attached plan shows the location of the carts while not in service and is adequate. These carts will be moved to/from the alley for service by the owners of the development, should volume increase beyond the cart(s) capacity; more service days may be provided. Service to empty the carts will happen at the alley behind the building.

If you have questions or concerns, please contact me.

Respectfully,



Mike Goitiandia  
Clear Creek Disposal

.131 Sun Valley Rd - 1



April 25, 2022



131 E SUN VALLEY RD LLC  
PO BOX 5023  
KETCHUM, ID 83340

To whom it may concern,

Thank you for your inquiry about electrical service at 131 SUN VALLEY RD  
KETCHUM, ID 83340

The property is located within Idaho Power's service area in the state of Idaho

Idaho Power will provide electrical service to this location once any required easement or right of way are obtained by Idaho Power and/or the Customer, and in compliance with the statutes of the State of Idaho/Oregon and the Idaho Power tariffs on file with our regulators. Tariffs include the General Rules and Regulations that covers new service attachments and distribution line installations or alterations.

A three phase padmount transformer is required to serve this project. The location of the new transformer has been sited at the north east corner of the customer's property, with clearance requirements met shown on FarmerPayne Architects sheet A201, dated 4/20/22. Transformer screening requirements noted meet Idaho Power clearances.

Sincerely,

*Cyndi Bradshaw*

Cyndi Bradshaw  
PO Box 3909  
Hailey ID 83333

Exhibit C

Condominium Subdivision  
Preliminary Plat Application  
&  
Supplemental Materials



**City of Ketchum  
Planning & Building**

OFFICIAL USE ONLY	
Application #	P22-019
Date Received	3/7/22
By:	Sanburn
Fee Paid	2675
Approved Date:	
By:	

**Subdivision Application**

Submit completed application and payment to the Planning and Building Department **electronically** to [planningandzoning@ketchumidaho.org](mailto:planningandzoning@ketchumidaho.org). Once your application has been received, we will review it and contact you with next steps. 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.

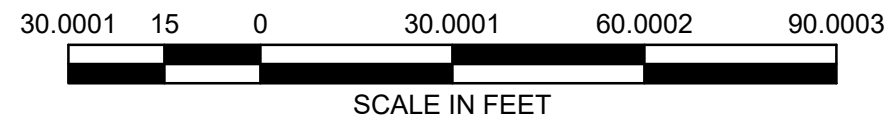
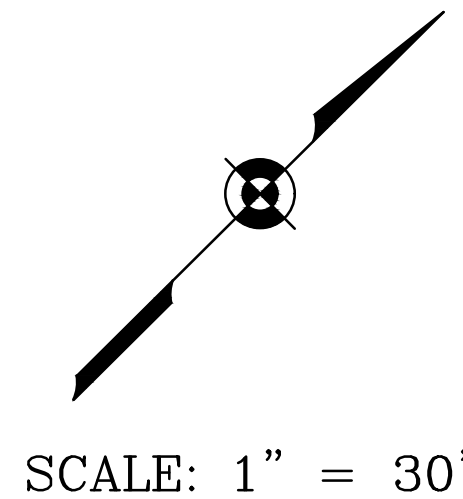
APPLICANT INFORMATION			
Name of Proposed Subdivision: <b>1st &amp; Sun Valley Office Building</b>			
Owner of Record: 131 E Sun Valley Rd LLC			
Address of Owner: P.O. Box 222, Sun Valley Idaho, 83353			
Representative of Owner: Reid Sanburn			
Legal Description: Lot 8, Block 37, Ketchum Townsite			
Street Address: 131 E Sun Valley Rd			
SUBDIVISION INFORMATION			
Number of Lots/Parcels: 5			
Total Land Area: 5,500 sf			
Current Zoning District: CC-2 (Community Core - Mixed Use)			
Proposed Zoning District: CC-2 (Community Core - Mixed Use)			
Overlay District: N/A			
TYPE OF SUBDIVISION			
Condominium <input checked="" type="checkbox"/>	Land <input type="checkbox"/>	PUD <input type="checkbox"/>	Townhouse <input type="checkbox"/>
Adjacent land in same ownership in acres or square feet:			
Easements to be dedicated on the final plat: Mutual Reciprocal Easements			
Briefly describe the improvements to be installed prior to final plat approval: This new build development of 5 total offices are to be divided into their own condominiums with shared common areas for more more precise break downs in utility, service, and construction costs.			
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.

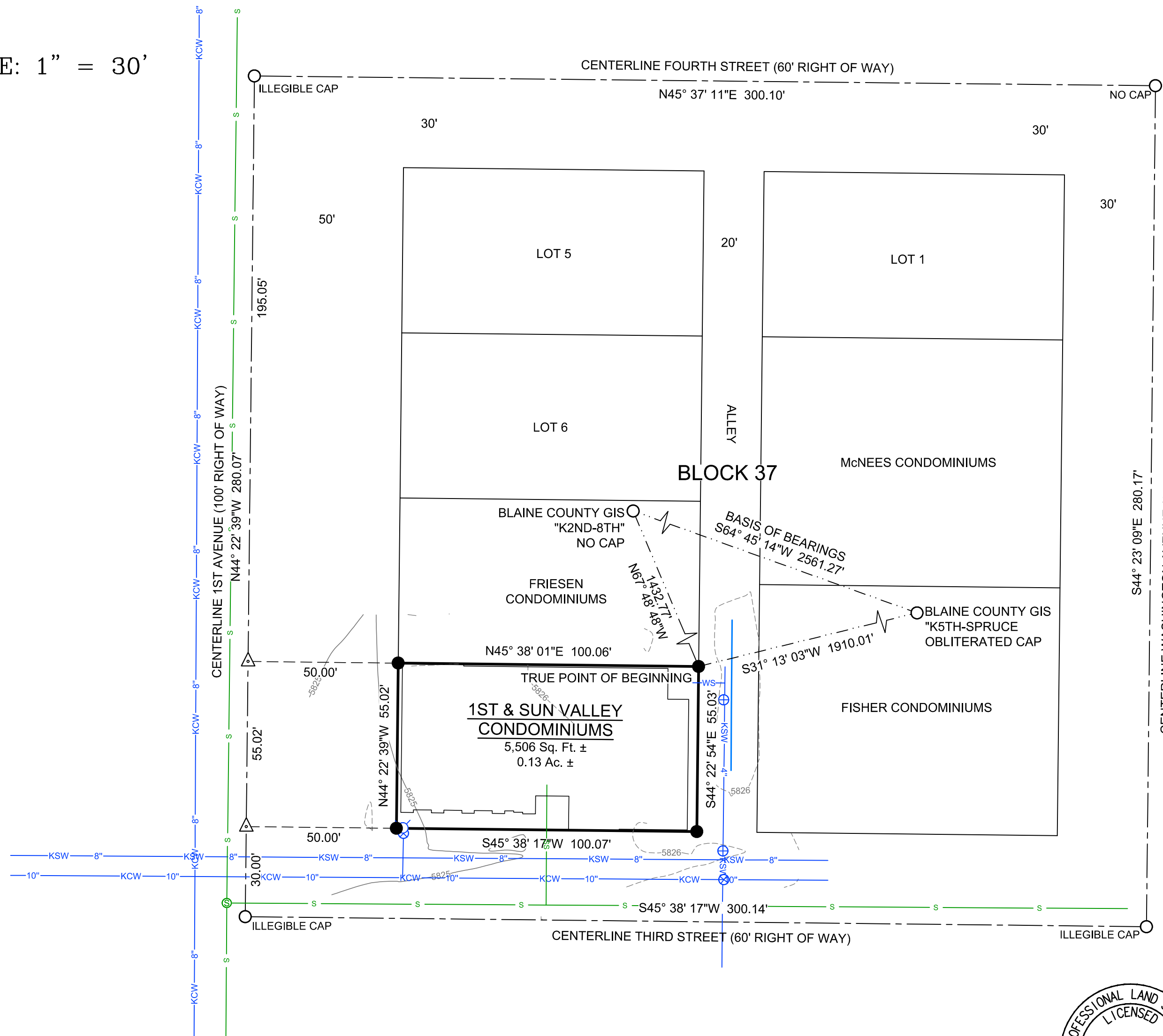
*Sean Tilly* \_\_\_\_\_ 03/10/2022  
Applicant Signature Date

Once your application has been received, we will review it and contact you with next steps. No further action is required at this time.

A PRELIMINARY CONDOMINIUM PLAT SHOWING  
**1ST & SUN VALLEY CONDOMINIUMS**  
 WHEREIN LOT 8, BLOCK 37, KETCHUM TOWNSITE IS CONVERTED INTO CONDOMINIUMS  
 LOCATED WITHIN SECTION 18, T.4N., R.18E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
 APRIL 2022



LEGEND	
	Property Line
	Adjoinder's Lot Line
	Centerline of Right of Way
	Building Footprint
	GIS Tie Line
	Survey Tie Line
	Ketchum Spring Line (4")
	Ketchum Spring Line (8")
	Ketchum City Water Line (10")
	Ketchum City Water Line (8")
	Water Service Line
	Sewer Main Line
	Sewer Service Line
	5' Contour Interval
	1' Contour Interval
	Found 5/8" Rebar
	Found 1/2" Rebar
	Set 5/8" Rebar, P.L.S. 16670
	Calculated Point, Nothing Set
	Fire Hydrant
	Water Valve
	Sewer Manhole



**SURVEY NARRATIVE & NOTES**

- The purpose of this survey is to determine the location and extent of the boundary retracement of Lot 8, Block 37, Ketchum Townsite and to provide a preliminary plat for the conversion of the property into condominiums. The boundary retracement is based on Found Centerline Monumentation and the Official Map of the Village of Ketchum, Idaho, In Trust No. 302967, recorded in Blaine County, Idaho. All found monuments are as depicted. Additional monuments used in this survey are indicated by the Plat showing Unit 1A & 2A, Fisher Condominiums, In Trust No. 398688 and the Plat of Friesen Condominiums, In Trust No. 398688, both recorded in Blaine County, Idaho.
- In interpreting the Declaration, Plat or Plat, and Deed, the following principles of boundary determination shall apply: boundaries originally shown on the plat, or shown on the ground, shall be conclusively presumed to be the boundaries of the property, and boundaries shown on the plat, or shown on the ground, shall be presumed to be the boundaries of the property, and boundaries shown on the plat, or shown on the ground, shall be presumed to be the boundaries of the property.
- Galena Engineering Inc. has not received a Title Policy report and has not been required to obtain one. Release in connection with this survey may be obtained in a Title Policy report and may be obtained in a Title Policy report and may be obtained in a Title Policy report.
- Horizontal and vertical plane monuments are top of finished floor and bottom of finished ceiling or other plane as indicated on the interior walls. So the true vertical reference is the interior wall, limited to the area and parking space.
- Property on the ground is subject to the provisions, conditions, restrictions, easements, covenants, and liens provided by applicable Condominium Law or the Condominium Declaration recorded under In Trust No. 398688, recorded in Blaine County, Idaho. Conclude the Condominium Declaration or the Declaration of Condominiums and limited to the area.
- All area outside of unit that is not designated as a limited common area, area of common or "limited common" are shown by diagram.
- Building tie areas to the interior corner of unit shall.
- Utility easements necessary to allow for the installation and maintenance of utility serving units of the unit they are located in are hereby granted by this plat.
- The current zoning is CC Medium Density Residential. Refer to the City of Ketchum Zoning Ordinance or petition in connection with this one.
- The owner of Lot 8 is 131 E Sun Valley Rd LLC, PO Box 222, Sun Valley, ID. The surveyor/representative is Mark E. Phillips, Galena Engineering, Inc., 317 N. River St., Hailey, Idaho 83333.

HEALTH CERTIFICATE: Sanitary restrictions as required by Idaho Code Title 50, Ch. 13, have been satisfied. Sanitary restrictions may be reimposed in accordance with Idaho Code Title 50, Ch. 13, Sec. 50-1326, by issuance of a Certificate of Disapproval.

Date \_\_\_\_\_ South Central District Health Dept., EHS



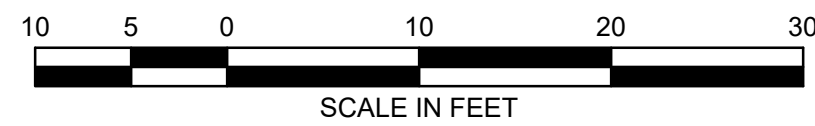
MARK E. PHILLIPS, P.L.S. 16670

1ST & SUN VALLEY  
 CONDOMINIUMS

GALENA ENGINEERING, INC.  
 HAILEY, IDAHO

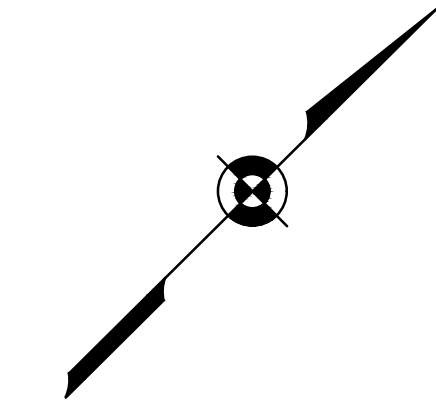
1 OF 4  
 Job No. 8242

A PRELIMINARY CONDOMINIUM PLAT SHOWING  
**1ST & SUN VALLEY CONDOMINIUMS**  
 APRIL 2022

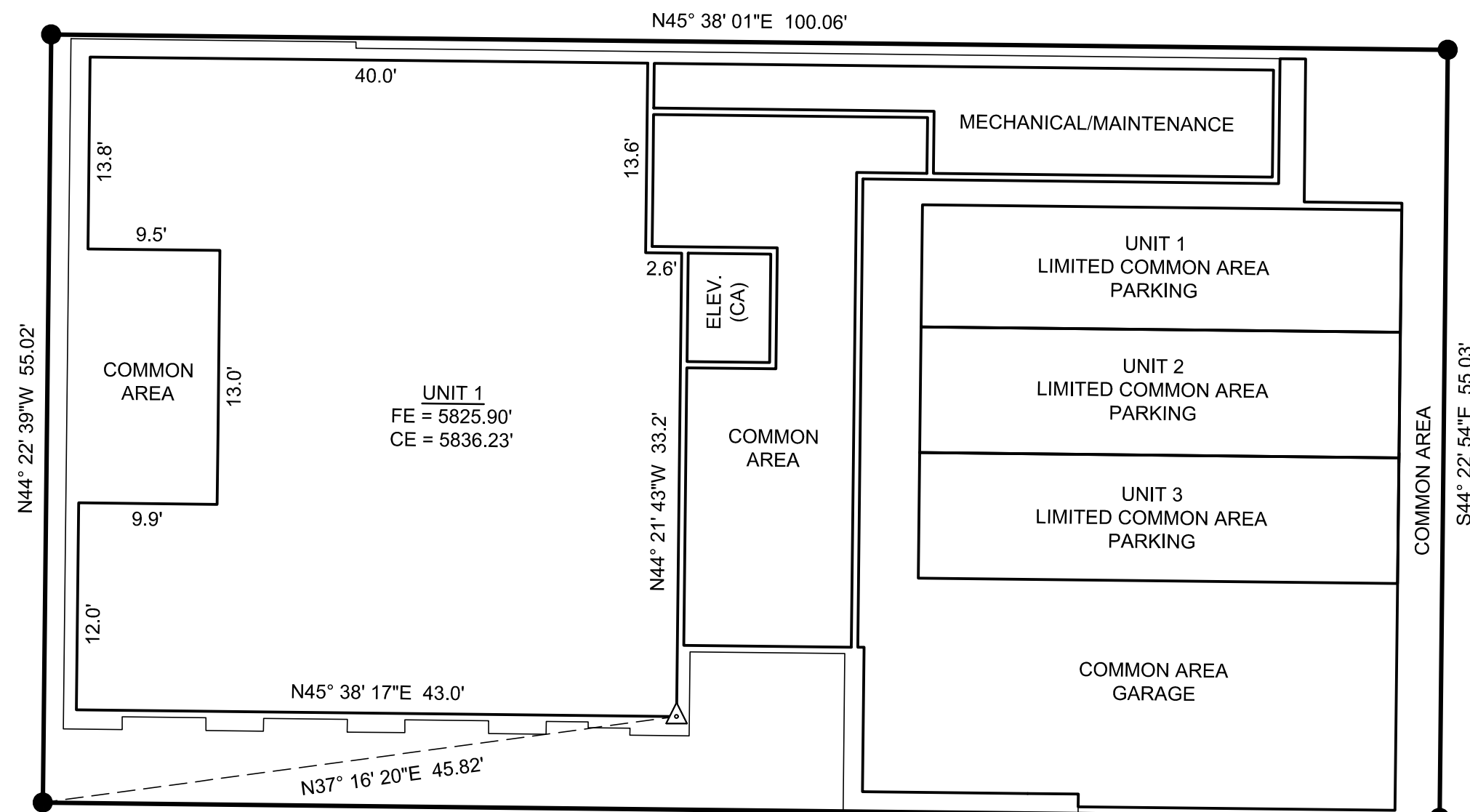


**LEGEND**

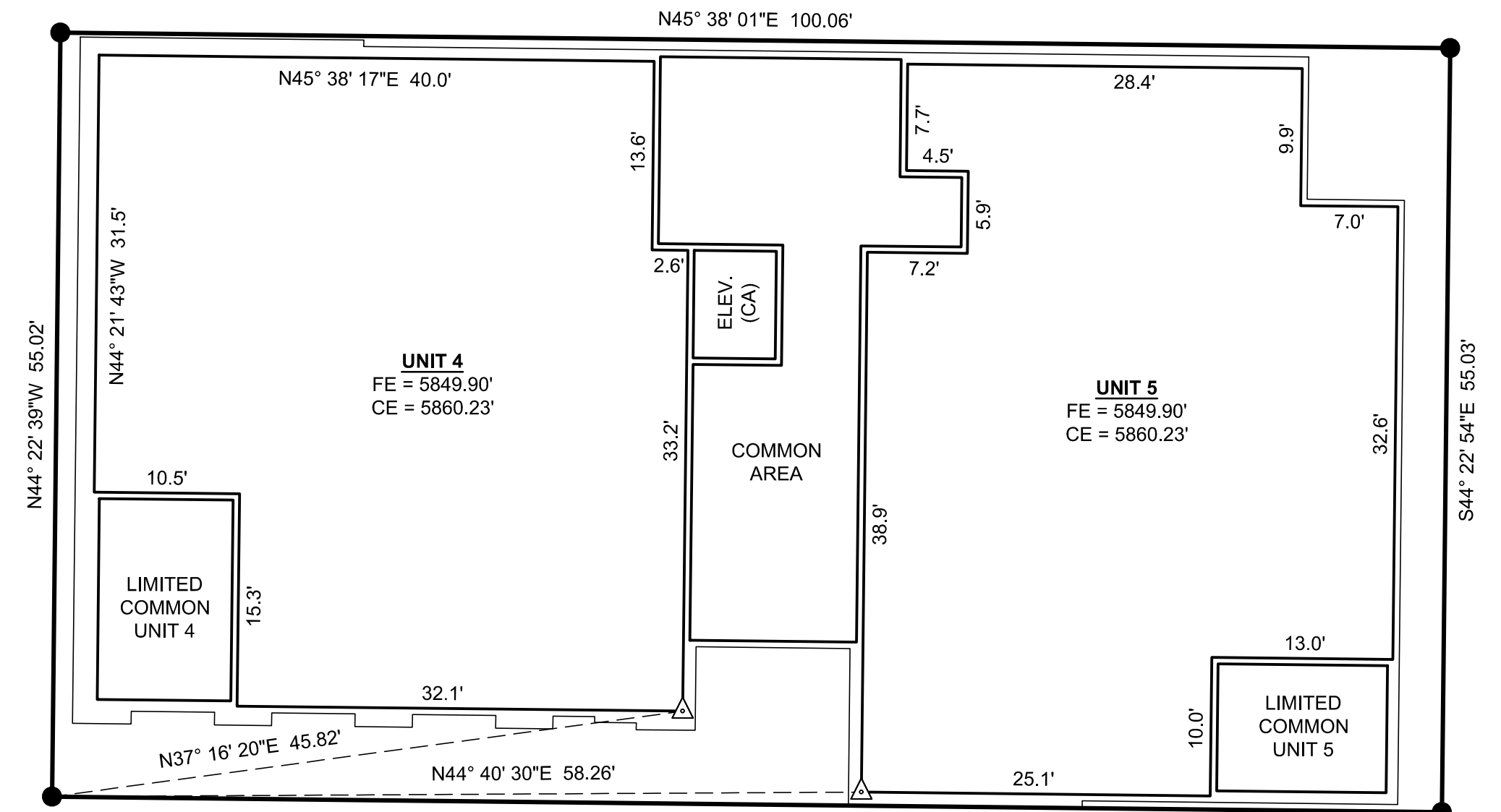
- Property Line
- Unit Boundary
- Building Footprint
- Survey Tie Line
- Set 5/8" Rebar, P.L.S. 16670
- Calculated Point, Nothing Set
- FE Floor Elevation
- CE Ceiling Elevation
- CA Common Area



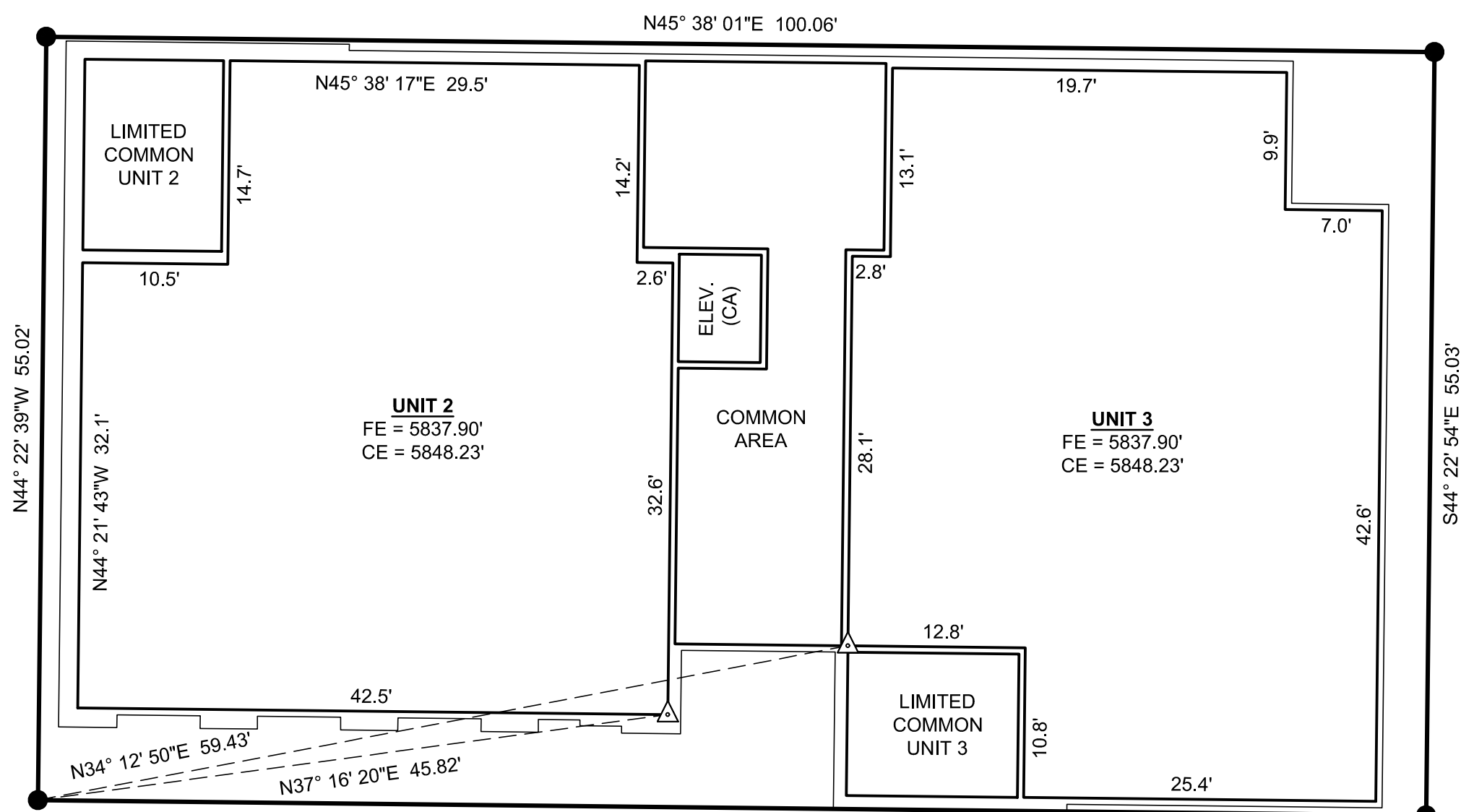
SCALE: 1" = 10'



**1ST FLOOR**



**3RD FLOOR**



**2ND FLOOR**



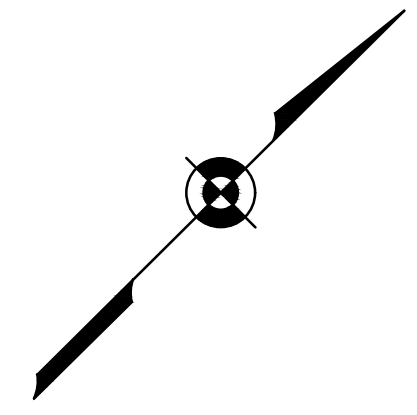
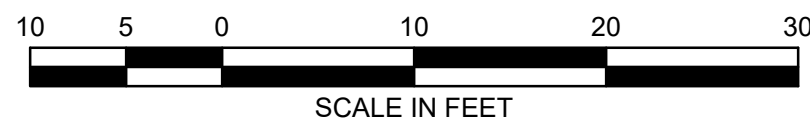
MARK E. PHILLIPS, P.L.S. 16670

1ST & SUN VALLEY  
 CONDOMINIUMS

GALENA ENGINEERING, INC.  
 HAILEY, IDAHO





2 OF 4  
 Job No. 8242

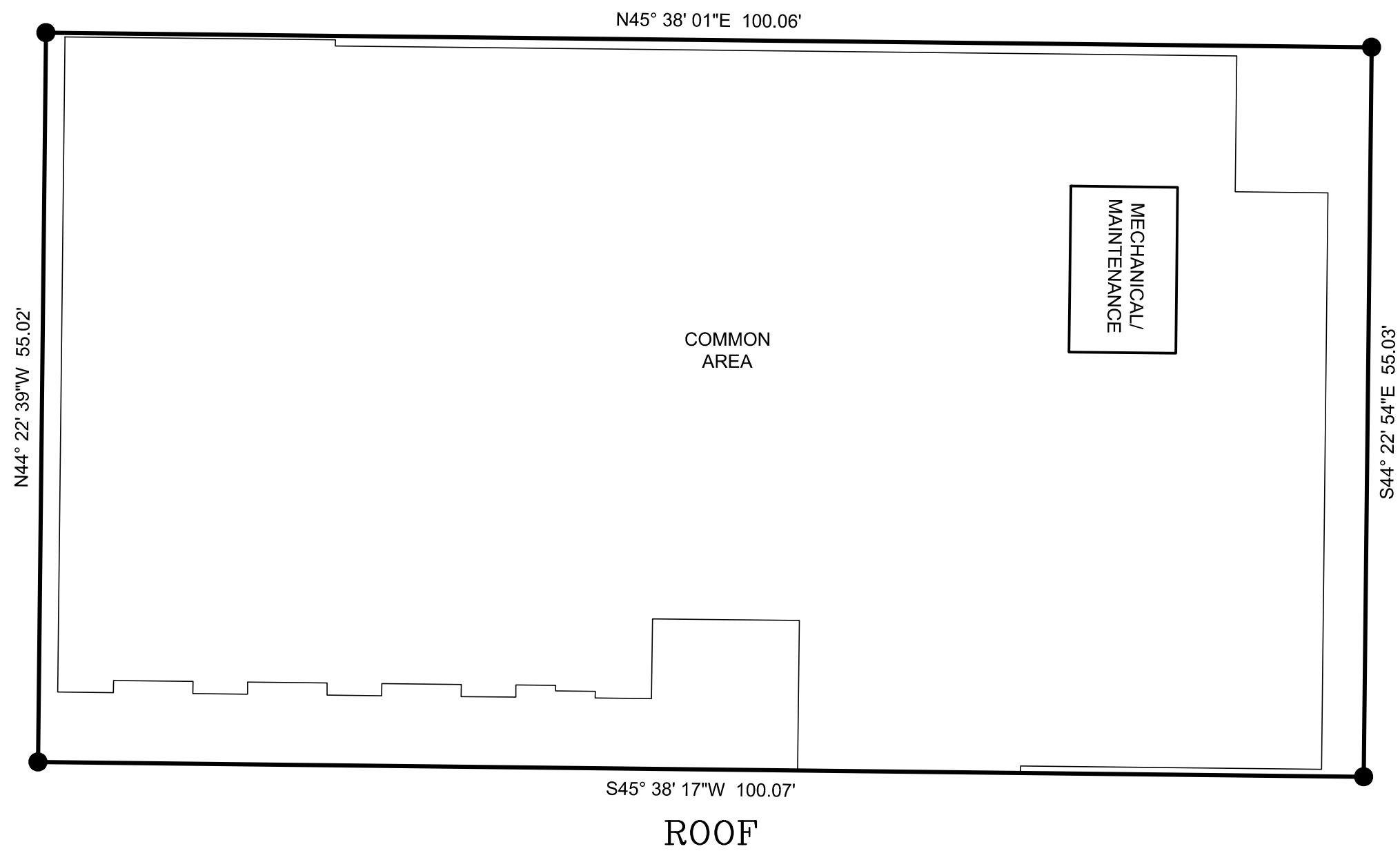
A PRELIMINARY CONDOMINIUM PLAT SHOWING  
**1ST & SUN VALLEY CONDOMINIUMS**  
 APRIL 2022



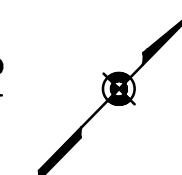
SCALE: 1" = 10'

**LEGEND**

-  Property Line
-  Building Footprint
-  Unit Boundary
-  Set 5/8" Rebar, P.L.S. 16670



VICINITY MAP  
 NOT TO SCALE



MARK E. PHILLIPS, P.L.S. 16670


1ST & SUN VALLEY  
 CONDOMINIUMS

GALENA ENGINEERING, INC.  
 HAILEY, IDAHO

3 OF 4  
 Job No. 8242



# Sun Valley Title

 A TitleOne Company

Order Number: 21408536

## Warranty Deed

For value received,

**W Bear, LLC, an Idaho limited liability company**

the grantor, does hereby grant, bargain, sell, and convey unto

**131 E Sun Valley Rd. LLC, an Idaho Limited Liability Company**

whose current address is PO Box 222 Sun Valley, ID 83353

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

**See Exhibit A, attached hereto and incorporated herein.**

To have and to hold the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

Remainder of page intentionally left blank.

Dated: June 30, 2021

W Bear, LLC, an Idaho limited liability company

X [Signature]

By: Robert Korb, Sole Member

State of IDAHO, County of BLAINE, ss.

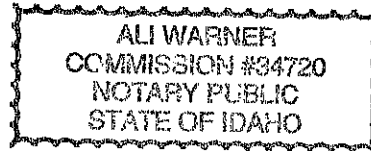
On this 30<sup>th</sup> day of June, 2021 before me, the undersigned, a Notary Public in and for said State, personally appeared Robert Korb, known or identified to me to be a sole member of the limited liability company that executed the within instrument and acknowledged to me that he executed the same for and on behalf of said limited liability company and that such limited liability company executed it.

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 In: Ketchum ID

My Commission Expires: 9/19/24.



**EXHIBIT A**  
**LEGAL DESCRIPTION OF THE PREMISES**

Lot 8, Block 37 of the VILLAGE OF KETCHUM, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 302967, records of Blaine County, Idaho.

File Number: 21408536

**Contact Information**

We would like to thank you for your business and we appreciate the opportunity to serve you. The title commitment has been sent to the parties listed below.

**If you have any closing questions, please contact your Escrow team:**

Alison Warner	Beth Landes
ali@sunvalleytitle.com	beth.landes@sunvalleytitle.com
(208)726-9341	

**TitleOne Corporation dba Sun Valley Title State License: 712444**

**If you have any title questions, please contact your Title Officer:**

Nick Busdon	Sun Valley Title Address:
nbusdon@sunvalleytitle.com	271 1st Avenue North, PO Box 2365
(208)726-9341	Ketchum, ID 83340

**Agents / Brokers and Transaction Coordinators**

Matt Bogue  
Paul Kenny & Matt Bogue Real  
Estate LLC  
matt@kenny-bogue.com  
(208)720-7948

Matt Bogue  
matt@kenny-bogue.com  
(208)720-7948

Matt Gelso  
mgelso@kenny-bogue.com  
(530) 448-9470

Paul Kenny  
paul@kenny-bogue.com  
(208) 726-1918



**COMMITMENT FOR TITLE INSURANCE**  
**Issued by**  
**TITLE RESOURCES GUARANTY COMPANY**

Commitment No. 21408536

**NOTICE**

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, TITLE RESOURCES GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Title Resources Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

TRGC Form: Comm16 ALTA Commitment Form Adopted 6-17-2006 Revised 08-01-2016 Technical Corrections 04-02-2018

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Title Resources Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

TRGC Form: Comm16 ALTA Commitment Form Adopted 6-17-2006 Revised 08-01-2016 Technical Corrections 04-02-2018

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- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <<http://www.alta.org/arbitration>>.

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TRGC Form: Comm16 ALTA Commitment Form Adopted 6-17-2006 Revised 08-01-2016 Technical Corrections 04-02-2018

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**Privacy Policy Notice**

Rev. 10-23-2017

<b>FACTS</b>	<b>WHAT DOES SUN VALLEY TITLE DO WITH YOUR PERSONAL INFORMATION?</b>	
<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and account balances</li> <li>• Payment history and credit card or other debt</li> <li>• Checking account information and wire transfer instructions</li> </ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>	
<b>How?</b>	All financial companies need to share customers’ personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers’ personal information; the reasons Sun Valley Title chooses to share; and whether you can limit this sharing.	
<b>Reasons we can share your personal information</b>	<b>Does Sun Valley Title share?</b>	<b>Can you limit this sharing?</b>
<b>For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus</b>	Yes	No
<b>For our marketing purposes- to offer our products and services to you</b>	No	We don’t share
<b>For joint marketing with other financial companies</b>	No	We don’t share
<b>For our affiliates’ everyday business purposes- information about your transactions and experiences</b>	Yes	No
<b>For our affiliates’ everyday business purposes- information about your creditworthiness</b>	No	We don’t share
<b>For our affiliates to market to you</b>	No	We don’t share
<b>For nonaffiliates to market to you</b>	No	We don’t share
<b>Questions?</b>	Go to <a href="http://www.sunvalleytitle.com/Legal/Privacy">http://www.sunvalleytitle.com/Legal/Privacy</a>	



<b>Who we are</b>	
<b>Who is providing this notice?</b>	Sun Valley Title
<b>What we do</b>	
<b>How does Sun Valley Title protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
<b>How does Sun Valley Title collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• Apply for insurance or pay insurance premiums</li> <li>• Provide your mortgage information or show your driver's license</li> <li>• Give us your contact information</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes – information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>
<b>Definitions</b>	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Our affiliates include companies that are owned in whole or in part by Realogy Holdings Corp., such as Better Homes and Gardens® Real Estate, CENTURY 21® , Coldwell Banker®, Coldwell Banker Commercial®, The Corcoran Group®, ERA®, Sotheby's International Realty®, ZipRealty®, NRT LLC, Cartus and Realogy Title Group.</i></li> </ul>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Sun Valley Title does not share with nonaffiliates so they can market to you.</i></li> </ul>
<b>Joint Marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or service to you.</p> <ul style="list-style-type: none"> <li>• <i>Sun Valley Title does not share with nonaffiliated financial companies for joint marketing purposes.</i></li> </ul>
<b>Other Important Information</b>	
<b>For European Union Customers</b>	Please see our Privacy Policy located at <a href="http://www.sunvalleytitle.com/Legal/Privacy">http://www.sunvalleytitle.com/Legal/Privacy</a>
<b>For our California Customers</b>	Please see our notice about the California Consumer Protection Act located at <a href="http://www.sunvalleytitle.com/Legal/Privacy">http://www.sunvalleytitle.com/Legal/Privacy</a>

<b>FACTS</b>	WHAT DOES TITLE RESOURCES GUARANTY COMPANY DO WITH YOUR PERSONAL INFORMATION?	
<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and account balances</li> <li>• Payment history and credit card or other debt</li> <li>• Checking account information and wire transfer instructions</li> </ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>	
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons TITLE RESOURCES GUARANTY COMPANY chooses to share; and whether you can limit this sharing.	
<b>Reasons we can share your personal information</b>	<b>Does TITLE RESOURCES GUARANTY COMPANY share?</b>	<b>Can you limit this sharing?</b>
<b>For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus</b>	Yes	No
<b>For our marketing purposes- to offer our products and services to you</b>	No	We don't share
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes- information about your transactions and experiences</b>	Yes	No
<b>For our affiliates' everyday business purposes- information about your creditworthiness</b>	No	We don't share
<b>For our affiliates to market to you</b>	No	We don't share
<b>For nonaffiliates to market to you</b>	No	We don't share
<b>Questions?</b>	Go to <a href="https://www.trgc.com/privacypolicy">https://www.trgc.com/privacypolicy</a>	

Who we are	
Who is providing this notice?	TITLE RESOURCES GUARANTY COMPANY
What we do	
How does TITLE RESOURCES GUARANTY COMPANY protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does TITLE RESOURCES GUARANTY COMPANY collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> <li>• Apply for insurance or pay insurance premiums</li> <li>• Provide your mortgage information or show your driver's license</li> <li>• Give us your contact information</li> </ul> We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes –information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for nonaffiliates to market to you</li> </ul> State laws and individual companies may give you additional rights to limit sharing.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li>• <i>Our affiliates include companies that are owned in whole or in part by Realogy Holdings Corp., such as Better Homes and Gardens® Real Estate, CENTURY 21®, Coldwell Banker®, Coldwell Banker Commercial®, The Corcoran Group®, ERA®, Sotheby's International Realty®, ZipRealty®, NRT LLC, Cartus and Title Resource Group.</i></li> </ul>
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li>• <b>TITLE RESOURCES GUARANTY COMPANY</b> does not share with nonaffiliates so they can market to you.</li> </ul>
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products or service to you. <ul style="list-style-type: none"> <li>• <b>TITLE RESOURCES GUARANTY COMPANY</b> does not share with nonaffiliated financial companies for joint marketing purposes.</li> </ul>
Other Important Information	
For European Union Customers	Please see our Privacy Policy located at <a href="https://www.trgc.com/privacypolicy">https://www.trgc.com/privacypolicy</a>
For our California Customers	Please see our notice about the California Consumer Protection Act located at <a href="https://www.trgc.com/privacypolicy">https://www.trgc.com/privacypolicy</a>



COMMITMENT FOR TITLE INSURANCE  
Issued by  
TITLE RESOURCES GUARANTY COMPANY

Issuing Office: TitleOne Corporation dba Sun Valley Title  
ALTA® Universal ID: 1065022  
Commitment Number: 21408536

SCHEDULE A

1. Commitment Date: March 23, 2021 at 07:30 AM

2. Policy or Policies to be issued:

X ALTA Owners Policy (6/17/06)	Standard Coverage	Policy Amount:	\$1,500,000.00
Proposed Insured:		Premium:	\$4,055.00
Reid Sanborn			

3. The estate or interest in the land described or referred to in this Commitment is:  
Fee Simple

4. Title to the estate or interest in the Land is at the Commitment Date vested in:  
W Bear, LLC, an Idaho limited liability company

5. The Land described as follows:  
See Attached Schedule C

Title Resources Guaranty Company  
TitleOne Corporation dba Sun Valley Title

By:

Nick Busdon, Authorized Signatory

Title Resources Guaranty Company

By:

President/CEO

Secretary



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TRGC Form: Comm16 ALTA Commitment Form Adopted 6-17-2006 Revised 08-01-2016 Technical Corrections 04-02-2018

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**SCHEDULE B, PART I  
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. NOTE: According to the available records, the purported address of said land is:  
  
131 E Sun Valley Rd, Ketchum, ID 83340
6. Necessary conveyance to the proposed insured.
7. Note: In the event this transaction fails to close, or this commitment is cancelled, a cancellation fee will be charged to comply with the State of Idaho Department of Insurance regulations.
8. The Company will require delivery of and approval by the Company of an Indemnity and Affidavit as to Debts, Liens and Possession, prior to the issuance of the policy.
9. The Company will require a copy of the Operating Agreement and other related documents for W Bear, LLC, showing the power and authority of the party or parties who plan to execute the forthcoming conveyance or mortgage on behalf of said limited liability company.

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**SCHEDULE B, PART II**  
**Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company. If the Company's requirements are satisfied, Exceptions 1 through 7 will be removed on Enhanced/Extended coverage policies.

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Rights or claims of parties in possession not shown by the public records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land, and that is not shown by the Public Records.
4. Easements, or claims of easements, not shown by the public records.
5. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims to title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
7. Taxes or special 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. Proceedings by a public agency which may result in taxes or assessments, or notices to such proceedings whether or not shown by the records of such agency, or by the public records.
8. Taxes, including any assessments collected therewith, for the year 2020 for which the first installment is paid, and the second installment is due and payable on or before June 21, 2021.  
Parcel Number: RPK00000370080  
Original Amount: \$4,355.56  
Without homeowner's exemption
9. Taxes, including any assessments collected therewith, for the year 2021 which are a lien not yet due and payable.
10. Water and sewer charges, if any, for the City of Ketchum.
11. Easements, reservations, restrictions, and dedications as shown on the official plat of Ketchum Townsite.
12. Reservations and exceptions in a United States Patent, and in the act authorizing the issuance thereof, recorded March 14, 1944 as Instrument No. [86677](#).
13. 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.

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14. Rights of tenants in possession.

(End of Exceptions)

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SCHEDULE C

**Legal Description:**

Lot 8, Block 37 of the VILLAGE OF KETCHUM, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 302967, records of Blaine County, Idaho.

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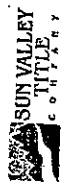
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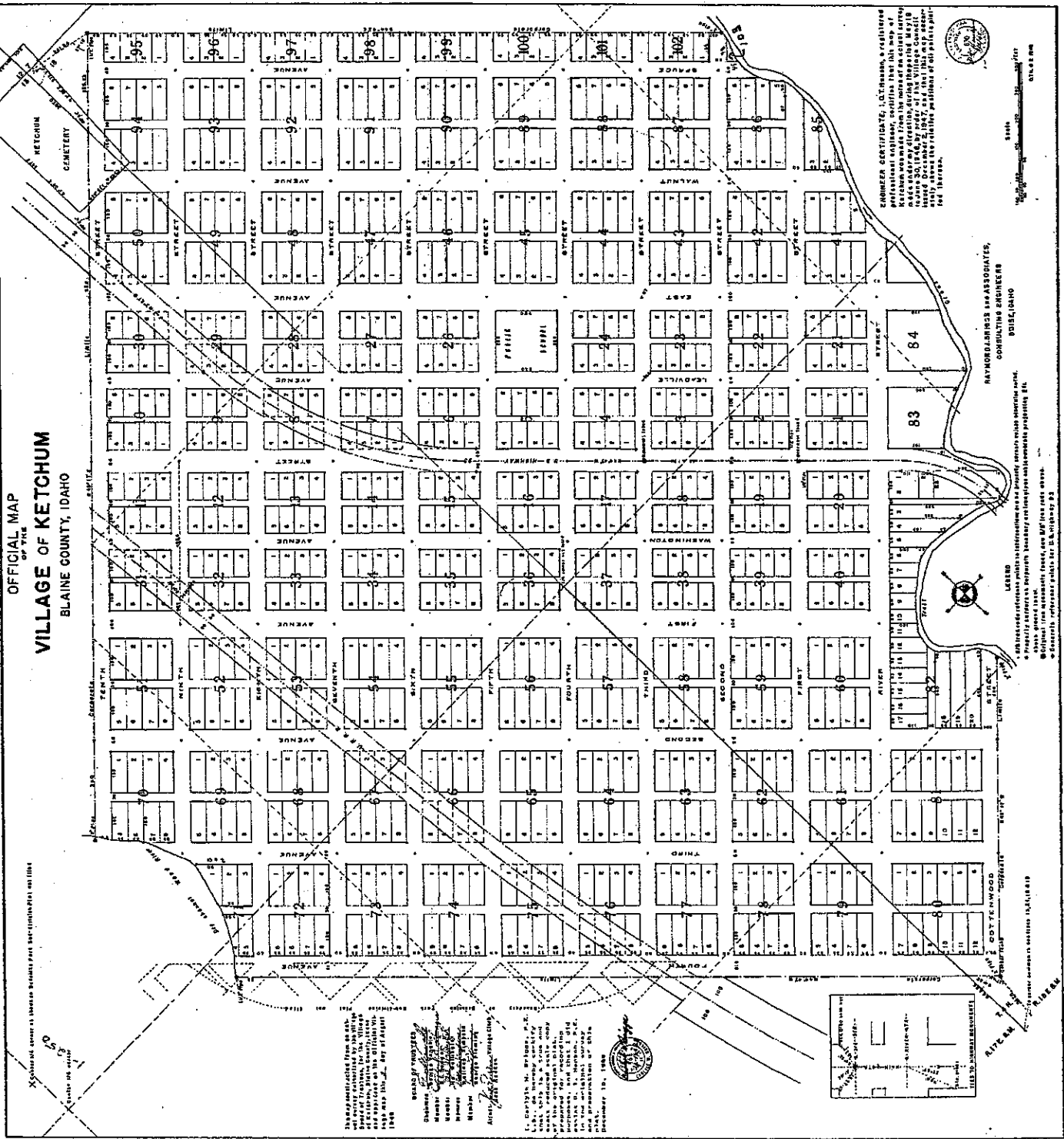


302967

STATE OF IDAHO  
 COUNTY OF BLAINE  
 City of Ketchum  
 AT 4-03  
 2-13  
 RECORDED  
 BY *[Signature]*  
 FEES \$ 11.00



THIS MAP IS A PROFESSIONAL REPRODUCTION OF THAT ON FILE IN THE PUBLIC RECORDS OFFICE OF THE COUNTY ENGINEER AND LIABILITY FOR IMPAIRMENT, IF ANY, WITH ANOTHER ON RE-SUBMIT.



ENGINEER CERTIFICATE: I, C. CRAMER, a registered professional engineer, certify that this map of the Village of Ketchum, Blaine County, Idaho, was prepared and filed in the Public Records Office of Blaine County, Idaho, on the 30th day of April, 1946, by order of the Village Council, and that the same is a true and correct copy of the original study made by the Village Engineer of all lots in this village.

REPRODUCED BY ASSOCIATES,  
 CONSULTING ENGINEERS  
 BOISE, IDAHO

THIS MAP IS A PROFESSIONAL REPRODUCTION OF THAT ON FILE IN THE PUBLIC RECORDS OFFICE OF THE COUNTY ENGINEER AND LIABILITY FOR IMPAIRMENT, IF ANY, WITH ANOTHER ON RE-SUBMIT.



Parcel Number

**RPK00000370080**

Property Year

**2020**

Legal Description

KETCHUM  
LOT 8  
5500SF  
BLK 37

Base Code Area 003-001

Incr Code Area 003-014

Project Name  
KETCHUM 003-001

Property Address

131 E SUN VALLEY RD  
KETCHUM ID 83340

Parcel Status Active  
Property Type Real Property  
Sub Type

Owner/Contact Name

W BEAR LLC

Type

OWNER

Relationship

Owner% HOE

100.00%

Mailing Address

BOX 249  
KETCHUM ID 83340

Land Group

KETCHUM TOWNSITE  
Township Range Section  
4N 17E 13

Location Code ERES  
Parcel Type  
Zoning

Associated Parcels  
PP1P00000C5180

Building Permits  
None

Reappraisal Year 2016  
Inspection Date 02/11/2016  
Appraiser Initials TLR

Parcel Exemption: None

CB: No NC: No

Tax Certification

District Roll Type Units Amount

Instrument Eff Date Action Source Target Comments

SCC	CHARACTERISTIC			ROLLS			ACRES	VALUATION SUMMARY			URBAN RENEWAL	
	Type	Suffix	Description	Assessed	Occupancy	Status	Quantity	Assessed Value	Exemption Amount	Net Taxable Value	Net Taxable Base	Net Taxable Incr
21	LAND			PRIMARY	NO	E	0.126	\$ 728,750	\$ --	\$ 728,750	\$ 385,000	\$ 343,750
42	COMM	1		PRIMARY	NO	E		\$ 16,445	\$ --	\$ 16,445	\$ 16,445	\$ 0
<b>TOTALS:</b>							<b>0.126</b>	<b>\$ 745,195</b>	<b>--</b>	<b>\$ 745,195</b>	<b>\$ 401,445</b>	<b>\$ 343,750</b>

ROLL STATUS: E Equalized (Final)

**BLAINE COUNTY TREASURER****JOHN DAVID DAVIDSON**

219 1ST AVE SOUTH SUITE 102

HAILEY ID 83333

TELEPHONE: (208) 788-5530

**TAX MASTER INQUIRY**

PARCEL NUMBER

**RPK00000370080**

TAX CODE AREA

003-001

LEGAL DESCRIPTION

KETCHUM

LOT 8 BLK 37

5500SF

PRIMARY PROPERTY ADDRESS

131 E SUN VALLEY RD

KETCHUM ID 83340

W BEAR LLC  
BOX 249  
KETCHUM ID 83340

<b>BALANCE DUE</b>	INTEREST DATE 03/26/2021
<b>\$ 2,177.78</b>	BALANCE AS OF 03/26/2021 3:21 pm
TOTAL	

Tax Year Assessment Roll

**2020 PRIMARY**

FIRST HALF

SECOND HALF

FULL YEAR

Bill Number: 333848

VALUATION

TAX / CERTIFICATION	FIRST HALF	SECOND HALF	FULL YEAR
Charges	\$ 2,177.78	\$ 2,177.78	\$ 4,355.56
Adjustments	\$ 0	\$ 0	\$ 0
Payments	\$ -2,177.78	\$ 0	\$ -2,177.78

TAXABLE VALUE: \$ 745,195

LATE CHARGE	FIRST HALF	SECOND HALF	FULL YEAR
Charges/Adjustments	\$ 0	\$ 0	\$ 0
Payments	\$ 0	\$ 0	\$ 0

CHARGES

Tax Code Area: 003-001 Levy: 0.005844856

Tax Charge: \$ 4,355.56

Certifications: \$ 0

TOTAL CHARGES: \$ 4,355.56

FEES	FIRST HALF	SECOND HALF	FULL YEAR
Charges/Adjustments	\$ 0	\$ 0	\$ 0
Payments	\$ 0	\$ 0	\$ 0

INTEREST	FIRST HALF	SECOND HALF	FULL YEAR
Charges/Adjustments	\$ 0	\$ 0	\$ 0
Payments	\$ 0	\$ 0	\$ 0

AMOUNT DUE	FIRST HALF	SECOND HALF	FULL YEAR
\$ 0	\$ 2,177.78	\$ 2,177.78	

The amount due shown here is as of 3:21 pm on March 26, 2021, with interest calculated to March 26, 2021.

W BEAR LLC  
 BOX 249  
 KETCHUM ID 83340-0000

Bank Code  Details  
 Code Area  Districts  
 Values Property Description

Possible Deferred Tax  Pre Paid \$  
 SubRoll

Interest Date  Calculate  
 Total Due

History Print

Year	Amount Due Full Year	Amount Due 1st Half	Amount Due 2nd Half	Tax/Cert Chg Full Year	Tax/Cert Pay Full Year	Tax/Cert Adj Full Year	Late Charge Full Year	Fees Full Year
2020	2177.78	0.00	2177.78	4355.56	-2177.78	0.00	0.00	0.00
2019	0.00	0.00	0.00	4540.26	-4540.26	0.00	0.00	0.00
2018	0.00	0.00	0.00	4370.78	-4370.78	0.00	0.00	0.00
2017	0.00	0.00	0.00	3866.94	-3866.94	0.00	0.00	0.00
2016	0.00	0.00	0.00	3894.30	-3894.30	0.00	0.00	0.00
2015	0.00	0.00	0.00	3594.30	-3594.30	0.00	0.00	0.00
2014	0.00	0.00	0.00	3211.08	-3211.08	0.00	0.00	0.00
2013	0.00	0.00	0.00	3170.56	-3170.56	0.00	0.00	0.00
2012	0.00	0.00	0.00	4205.00	-4205.00	0.00	0.00	0.00

Public Pre-Paid Tax Summary

Charge Summary

Year	Assessment Roll	Date Due	Total Payments	Tax Charge	Tax Payment	Tax Adjustment	Cert Charge	Cert Payment	Cert Adjustment
2020	Primary	12/21/202	-2177.78	4355.56	-2177.78	0.00	0.00	0.00	0
2019	Primary	12/20/201	-4540.26	4540.26	-4540.26	0.00	0.00	0.00	0
2018	Primary	12/20/201	-4370.78	4370.78	-4370.78	0.00	0.00	0.00	0
2017	Primary	12/20/201	-3866.94	3866.94	-3866.94	0.00	0.00	0.00	0
2016	Primary	12/20/201	-3894.30	3894.30	-3894.30	0.00	0.00	0.00	0
2015	Primary	12/20/201	-3594.30	3594.30	-3594.30	0.00	0.00	0.00	0
2014	Primary	12/22/201	-3211.08	3211.08	-3211.08	0.00	0.00	0.00	0
2013	Primary	12/20/201	-3170.56	3170.56	-3170.56	0.00	0.00	0.00	0
2012	Primary	12/20/201	-4205.00	4205.00	-4205.00	0.00	0.00	0.00	0
2011	Primary	12/20/201	-4462.10	4462.10	-4462.10	0.00	0.00	0.00	0
2010	Primary	12/20/201	-4849.08	4849.08	-4849.08	0.00	0.00	0.00	0

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**ARTICLES OF INCORPORATION  
OF  
1ST AND SUN VALLEY OWNERS ASSOCIATION, INC.**

The undersigned, for the purpose of forming a nonprofit corporation under the laws of the State of Idaho in compliance with the Idaho Nonprofit Corporation Act (Title 30, Chapter 30, Idaho Code), do hereby certify, declare, and adopt these Articles of Incorporation of 1st and Sun Valley Owners Association, Inc. (“**Articles**”):

**ARTICLE I  
NAME**

The name of the corporation is 1st and Sun Valley Owners Association, Inc. (the “**Association**”).

**ARTICLE II  
TERM**

The period of existence and duration of the life of the Association is perpetual.

**ARTICLE III  
NONPROFIT**

The Association is a nonprofit, membership corporation.

**ARTICLE IV  
REGISTERED AGENT**

Reid Sanborn, whose street address is 291 N. First Ave., Ketchum, Idaho 83340, is hereby appointed as the initial registered agent of the Association.

**ARTICLE V  
PURPOSE AND POWERS OF THE ASSOCIATION**

The Association is formed to exercise all powers and privileges, and to perform all of the duties and obligations, of the Association as set forth in the Condominium Declaration for 1ST AND SUN VALLEY, as the same shall hereinafter be recorded in the real property records of Blaine County, Idaho, as may be amended from time to time according to its terms (the “**Declaration**”). The Declaration is incorporated by this reference as if fully set forth herein. Capitalized terms used and not defined in these Articles have the meanings set forth in the Declaration. The Association does not contemplate pecuniary gain or profit to the Members. The Association is formed for the purpose of acting as the “management body” of the Project in accordance with the Condominium Act.

**ARTICLE VI  
MEMBERSHIP & VOTING RIGHTS**

**Member**” means each Person holding a membership in the Association, including Grantor. Every Owner of a Unit is a Member of the Association and has one (1) membership for each Unit in the Project owned by such Owner. If the Owner of a Unit shall be more than one (1) Person, all such Persons shall have a membership in the Association and be deemed Members, but the voting rights in the Association attributable to that Unit may not be split and shall be exercised by one (1) representative selected by such Persons as they, among themselves, may determine. In the event such Persons are unable to agree among

themselves on any matter put to a vote as to how the vote shall be cast, such Persons shall not be entitled to vote on the matter in question. If only one such Person casts a vote, it will thereafter be conclusively presumed for all purposes that such Person was acting with the authority and consent of all other co-Owners of such Unit. To this end, only one (1) vote is allocated to each Unit, regardless of the number of Persons that hold an ownership interest in such Unit. Memberships in the Association shall be appurtenant to the Unit owned by such Owner. The memberships in the Association shall not be transferred, pledged, assigned or alienated in any way except upon the transfer of Owner's title to a Unit and then only to the transferee of such title. Any attempt to make a prohibited membership transfer shall be void and will not be reflected on the books of the Association. The Association shall have two (2) classes of membership as follows:

(a) Class A Members. "**Class A Members**" shall be the Owners of the Units, with the exception of the Grantor for so long as the Class B Member exists. Upon the Class B Member Termination Date (defined below), at all meetings of the Association each Member will be entitled to one (1) vote for each Unit owned by such Member. Prior to the Class B Termination Date, Class A Members are not entitled to vote.

(b) Class B Member. The "**Class B Member**" is Grantor, who shall be the sole voting Member of the Association entitled to vote the collective voting power of the Association from the period commencing on the Effective Date and expiring on the Class B Member Termination Date (the "**Initial Development Period**"). The Class B Member shall cease to exist upon the earlier to occur of the following: (a) Grantor no longer owns any Units within the Project; or (b) Grantor informs the Board, in a writing recorded in the real property records of Blaine County, Idaho, that Grantor no longer wishes to exercise its rights as the Class B Member (as applicable, the "**Class B Member Termination Date**").

ARTICLE VII  
BOARD OF DIRECTORS

The business and affairs of the Association is managed and controlled by the Board of Directors (the "**Board**"). The Board will consist of not less than three (3) directors and no more than five (5) directors. Directors need not be Owners. The names and addresses of the persons who are to act in the capacity of initial directors until the selection of their respective successors are as follows:

Reid Sanborn	291 N. First Ave. Ketchum, Idaho 83340
Scott Payne	PO Box 869 Ketchum, ID 83340
Steve Kearns	PO Box 3233 Ketchum, Idaho 83340
Jennifer Hoey	PO Box 6409 Ketchum, Idaho 83340
Bill Banta	PO Box 7250 Ketchum, Idaho 83340

**ARTICLE VIII**  
**DISSOLUTION**

The Association will only be dissolved at an annual meeting, or a special meeting of the Association called for that purpose, by the affirmative votes of eighty-five percent (85%) or more of the total voting power of the Association. Upon dissolution of the Association, other than incident to a merger or consolidation, the real and personal property of the Association will be distributed as follows: (i) dedicated to an appropriate public agency to be used for purposes similar to those for which the Association was created; or (ii) granted, conveyed, and assigned to a nonprofit corporation, association, trust, or other organization to be devoted to such similar purposes.

**ARTICLE IX**  
**AMENDMENTS**

These Articles may be amended at any annual meeting, or any special meeting of the Association called for that purpose, by the affirmative vote of sixty-five percent (65%) or more of the total voting power of the Association. No amendment that is inconsistent with the provisions of the Declaration will be valid.

**ARTICLE X**  
**INCORPORATOR**

The name and address of the incorporator of the Association is:

Reid Sanborn  
291 N. First Ave.  
Ketchum, Idaho 83340

IN WITNESS WHEREOF, these Articles are executed effective this \_\_\_ day of \_\_\_\_\_,  
2022.

\_\_\_\_\_  
Reid Sanborn, Incorporator

**BYLAWS**  
**OF**  
**1ST AND SUN VALLEY OWNERS ASSOCIATION, INC.**

These Bylaws (these “**Bylaws**”) of 1st and Sun Valley Owners Association, Inc., an Idaho nonprofit corporation (the “**Association**”), are applicable to the Project as identified in that certain Condominium Declaration for 1st and Sun Valley, to be hereinafter recorded in the real property records of Blaine County, Idaho, as the same may be amended from time-to-time according to its terms (the “**Declaration**”). The Declaration is hereby incorporated herein in its entirety by this reference and made a part of these Bylaws as if set out in full herein, and all capitalized terms not otherwise defined herein have the meaning set forth in the Declaration.

**ARTICLE 1 - MEMBERS**

Section 1.1 Membership and Voting. **Member**” means each Person holding a membership in the Association, including Grantor. Every Owner of a Unit is a Member of the Association and has one (1) membership for each Unit in the Project owned by such Owner. If the Owner of a Unit shall be more than one (1) Person, all such Persons shall have a membership in the Association and be deemed Members, but the voting rights in the Association attributable to that Unit may not be split and shall be exercised by one (1) representative selected by such Persons as they, among themselves, may determine. In the event such Persons are unable to agree among themselves on any matter put to a vote as to how the vote shall be cast, such Persons shall not be entitled to vote on the matter in question. If only one such Person casts a vote, it will thereafter be conclusively presumed for all purposes that such Person was acting with the authority and consent of all other co-Owners of such Unit. To this end, only one (1) vote is allocated to each Unit, regardless of the number of Persons that hold an ownership interest in such Unit. Memberships in the Association shall be appurtenant to the Unit owned by such Owner. The memberships in the Association shall not be transferred, pledged, assigned or alienated in any way except upon the transfer of Owner’s title to a Unit and then only to the transferee of such title. Any attempt to make a prohibited membership transfer shall be void and will not be reflected on the books of the Association. The Association shall have two (2) classes of membership as follows:

(a) Class A Members. “**Class A Members**” shall be the Owners of the Units, with the exception of the Grantor for so long as the Class B Member exists. Upon the Class B Member Termination Date (defined below), at all meetings of the Association each Member will be entitled to one (1) vote for each Unit owned by such Member. Prior to the Class B Termination Date, Class A Members are not entitled to vote.

(b) Class B Member. The “**Class B Member**” is Grantor, who shall be the sole voting Member of the Association entitled to vote the collective voting power of the Association from the period commencing on the Effective Date and expiring on the Class B Member Termination Date (the “**Initial Development Period**”). The Class B Member shall cease to exist upon the earlier to occur of the following: (a) Grantor no longer owns any Units within the Project; or (b) Grantor informs the Board, in a writing recorded in the real property records of Blaine County, Idaho, that Grantor no longer wishes to exercise its rights as the Class B Member (as applicable, the “**Class B Member Termination Date**”).

Section 1.2 Annual Meetings of Members. The Association will hold an annual meeting of Members each year on such date as the Board may designate. At such meeting, the Members may transact such business as may properly come before them if a quorum is present.



Section 1.3 Special Meetings. The president, or in the absence of the president, any other officer of the Association, will call a special meeting of the Association as directed at any time by resolution of the Board or upon request of Grantor, or, after the Initial Development Period, upon the Association's receipt, in any twenty-one (21) day period, of signed, written requests from fifty percent (50%) or more of the total voting power of the Association. The notice of all special meetings will be given as provided in Section 1.6 of these Bylaws, and will state the nature of the business to be undertaken. No business will be transacted at a special meeting except as stated in the notice, unless by consent of the Members representing more than fifty percent (50%) of the total voting power in the Association, either in person or by proxy.

Section 1.4 Order of Business. The order of business at all meetings will be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of committees; (e) unfinished business; and (f) new business.

Section 1.5 Place of Meetings. Meetings of the Association will be held in the location designated by the Board, which location will be a suitable place in the Project or close thereto. Such meetings will be conducted in accordance with Robert's Rules of Order.

Section 1.6 Notice of Meetings. Notice of annual or special meetings of the Association will be delivered, mailed or emailed to all Members, and will be given not less than five (5) days nor more than thirty (30) days prior to the time of said meeting and will set forth the place, date and hour of the meeting, and the nature of the business to be undertaken at any special meeting, by the acting chairman of the previous annual meeting, or, in such person's absence, by the Association's secretary of the previous annual meeting, or, in both persons' absence, by the Members having one-quarter (1/4) of the total voting power in the Association. The mailing of a notice (postage prepaid) or the emailing of a notice in the manner provided in this Section 1.6, is considered notice served. If no address has been furnished to the Association's secretary, notice is deemed to have been given to a Member if posted in a conspicuous place in the Project.

Section 1.7 Quorum. Except as otherwise provided in the Condominium Documents, the presence in person or by proxy of the Grantor constitutes a quorum during the Initial Development Period. After the Initial Development Period, the presence in person or by proxy of the Members representing thirty percent (30%) or more of the total voting power of the Association constitutes a quorum. The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum. If any meeting cannot be held because a quorum is not present, the Members present may adjourn the meeting to a time not less than five (5) days nor more than thirty (30) days from the time the original meeting was scheduled, without notice other than announcement at the meeting. At such second meeting, the presence of Members representing no less than fifteen percent (15%) of the quorum required at the preceding meeting constitutes a quorum. Except as otherwise provided herein or in the Declaration, decisions and resolutions of the Association require an affirmative vote of the Members representing a majority of the total voting power present at an annual or special meeting of the Association at which a quorum is present.

Section 1.8 Proxies. Votes may be cast in person or by proxy. Proxies must be in writing and filed with the Association's secretary at least twenty-four (24) hours before the appointed time of each meeting. Every proxy is revocable by the Member who executed the proxy at any time and automatically ceases after completion of the meeting for which the proxy was filed, if filed for a particular meeting. In no event will a proxy be valid after eleven (11) months from the date of its execution.

Section 1.9 Action without Meeting. Any action which may be taken at a meeting of the Association, may be taken without a meeting if authorized in writing signed by all of the Members who

would be entitled to vote at a meeting for such purpose, and filed with the Association's secretary. Any action so approved will have the same effect as though taken at a meeting of the Members.

## ARTICLE 2 - BOARD

Section 2.1 Number and Qualification. The business and affairs of the Association is managed by the Board. The Board consists of not less than three (3) directors and no more than five (5) directors. Directors need not be Owners. During the Initial Development Period, Grantor has the exclusive right to appoint, remove, and replace directors at any time and from time-to-time in Grantor's sole discretion, and to otherwise fill vacancies on the Board as they arise. After the Initial Development Period: (a) the Owners have the right to elect and remove directors as provided in these Bylaws; and (b) any vacancy on the Board shall be filled by a plurality of the votes cast by the remaining Directors through a special election at any meeting of the Board.

Section 2.2 Powers. The Board's power on behalf of and in respect of the Association will be all powers and privileges permitted to be exercised by a Board of a nonprofit corporation under applicable law, subject only to such limitations as are expressly stated in the Condominium Documents and the Condominium Act. The Board will conduct, direct, and exercise full control over all activities of the Association. Unless otherwise provided in the Condominium Documents, any action taken by the Board on behalf of the Association, will be sufficient to bind the Association and will conclusively evidence the authority of the Board with respect thereto. The Board is vested with, and responsible for, the powers and duties identified in the Declaration.

Section 2.3 Annual meetings. Annual meetings of the Board may be held without notice, at such times, in such place and at such hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting will be held at the same time on the next day which is not a legal holiday.

Section 2.4 Special Meetings. Special meetings of the Board may be called by or at the request of the President or any two (2) directors. The person or persons authorized to call special meetings of the Board may fix any place as the place for holding any special meeting of the Board called by them. Whenever any director has been absent from any special meeting of the Board, an entry in the minutes to the effect that notice has been duly given in the manner provided in Section 2.5 will be conclusive and incontrovertible evidence that due notice of such meeting was given to such director, as required by law and as provided herein.

Section 2.5 Notice. Notice of any special meetings of the Board will be hand delivered, mailed, or emailed to all directors at least three (3) days previous thereto and will set forth the place, date and hour of the meeting, and the nature of the business to be undertaken. Notice shall be deemed received upon hand delivery or refusal to accept hand delivery, two (2) days after deposit in a regular depository of the United States mail with postage prepaid, or when sent if sent by email unless the sender learns that the recipient did not receive the email. Notwithstanding the foregoing, actual notice however and from whomever received shall always be effective.

Section 2.6 Waiver of Notice. Before or at any meeting of the Board, any director may in writing waive notice of such meeting and such waiver will be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board will be waiver of notice by that director of the time and place thereof. If all directors are present at any meeting of the Board, no notice will be required and any business may be transacted at such meeting. The transactions of any meeting of the Board, however called and noticed or wherever held, will be as valid as though transacted at a meeting duly held after regular call and notice, if a quorum be present, and if, either before or after the meeting, each of the directors not

present signs such a written waiver of notice, a consent to holding such meeting, or an approval of the minutes thereof. All such waivers, consents, and approvals will be filed with the records of the Association or made a part of the minutes of the meeting.

Section 2.7 Quorum. A majority of the number of directors fixed by Section 2.1 will constitute a quorum for the transaction of business at any meeting of the Board. Any act taken by a majority of the directors present at a meeting at which a quorum is present will be the act of the Board.

Section 2.8 Voting. Each director will have one (1) vote as a director.

Section 2.9 Action without a Meeting. Any Board action that may be taken at a meeting may be taken without a meeting if all directors sign a consent setting forth the action so taken.

Section 2.10 Vacancies. Vacancies on the Board during the Initial Development Period shall be filled by the Grantor. After the Initial Development Period, any vacancy on the Board shall be filled by a plurality of the votes cast by the remaining directors, through a special election at any meeting of the Board. Until such time as a vacancy is filled as provided herein, the Board shall continue to conduct business as if no vacancy existed. A vacancy or vacancies will be deemed to exist in case of death, resignation, removal, or judicial adjudication of mental incompetence of any director, or in the case the full number of authorized directors are not elected at any meeting at which such election is to take place.

Section 2.11 Fidelity Bonds. The Board may require that all officers and employees of the Association handling or responsible for the Association funds will furnish adequate fidelity bonds. The premium on such bonds will be paid by the Association or its manager.

Section 2.12 Committees. The Board, by resolution, may from time to time designate such committees as the Board desires, and may establish the purposes and powers of each such committee created. The resolution designating and establishing a committee will provide for the appointment of its members, as well as a chairperson, will state the purpose of the committee, and will provide for reports, termination, and other administration matters as deemed appropriate by the Board.

Section 2.13 Books, Financial Statements and Audit. The Board will cause to be maintained a full set of books and records showing the financial condition of the affairs of the Association in a manner consistent with generally accepted accounting principles. Financial statements for the Association will be prepared regularly and, upon request, copies will be made available to each Member of the Association as follows:

(a) A pro forma operating statement or budget representing the Association for each “fiscal year” (which will begin on the 1st day of January and end on the 31st day of December of every year except that the first fiscal year will begin on the date of incorporation) will be made available to the Members not less than fifteen (15) days prior to the beginning of each fiscal year.

(b) Within ninety (90) days after the close of each fiscal year, the Association will cause to be prepared and made available to each Member, a balance sheet as of the last day of the Association’s fiscal year and annual operating statements reflecting the income and expenditures of the Association for its last fiscal year. The operating statement will include a schedule of Assessments received and receivable.

Section 2.14 Removal. During the Initial Development Period, only the Grantor has the power to remove a director, which removal may be with or without cause. After the Initial Development Period, the Members may remove one (1) or more directors with or without cause. A director may be removed only if the number of votes cast to remove the director exceeds the number of votes cast not to remove the

director. A director may be removed by the Members only at a meeting called for the purpose of removing that director, and the meeting notice must state that the purposes, or one of the purposes, of the meeting is removal of the director.

Section 2.15 Term. Directors appointed by the Grantor during the Initial Development Period shall serve until the earlier of the following: (a) death; (b) resignation; (c) removal; or (d) the date of the first annual meeting of the Members after expiration of the Initial Development Period. At the first annual meeting of the Members after the expiration of the Initial Development Period, and each annual meeting thereafter, the Members shall elect the directors. Directors so elected by the Members shall serve until the earlier of: (i) the next annual meeting of the Members; (ii) death; (iii) resignation; or (iv) removal. Notwithstanding anything to the contrary contained herein, despite the expiration of a director's term, the director continues to serve until the director's successor is appointed or elected, and qualifies, or until there is a decrease in the number of directors. At the expiration of a director's term (i.e. on the date of the first annual meeting of the Members after the director's election), the director's successor (which may be the same individual) shall be elected by a plurality of the votes cast by the Members entitled to vote in the election at a meeting at which a quorum is present. Members shall have no right to cumulate their votes for directors.

### ARTICLE 3 - OFFICERS

Section 3.1 Designation. The principal officers of the Association will be a president, a vice president, secretary, and a treasurer, all of whom will be elected by the Board. The Board may appoint an assistant treasurer and an assistant secretary, and such other officers as in the Board's judgment may be necessary. One person may hold two or more offices, except those offices of president and secretary.

Section 3.2 Election of Officers. The officers of the Association will be elected annually by the Board at the organizational meeting of each new Board, and each officer will hold office for one (1) year unless such officer will sooner resign or will be removed or otherwise disqualified.

Section 3.3 Removal of Officers. Upon an affirmative vote of a majority of the Board, any officer may be removed, either with or without cause, and a successor elected at any annual meeting of the Board, or any special meeting of the Board called for such purpose. Any officer may resign at any time by giving written notice to the Board or to the president or secretary of the Association. Any such resignation will take effect at the date of receipt of such notice or at any later time specified therein; and unless otherwise specified in said notice, acceptance of such resignation by the Board will not be necessary to make it effective. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy will serve for the remainder of the term of the officer he or she replaces.

Section 3.4 Compensation. Officers, agents, and employees may receive such reasonable compensation for their services as may be authorized by the Board. Appointment of any officer, agent, or employee will not of itself create contractual rights of compensation for services performed by such an officer, agent, or employee.

Section 3.5 Special Appointment. The Board may elect such other officers as the affairs of the Association may require, each of whom will hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 3.6 President. The president will be the chief executive officer of the Association. The president will preside at all meetings of the Association and of the Board. The president will have all of the general powers and duties which are usually vested in the office of the president of a nonprofit corporation. The president will, subject to the control of the Board, have general supervision, direction,

and control of the business of the Association. The president will be ex officio a member of all standing committees, and the president will have such other powers and duties as may be prescribed by the Board or these Bylaws.

Section 3.7 Vice President. The vice president will take the place of the president and perform such duties whenever the president will be absent, disabled or unable to act. If neither the president nor the vice president is able to act, the Board will appoint a member of the Board to do so on an interim basis. The vice president will also perform such other duties as will from time to time be imposed by the Board or these Bylaws.

Section 3.8 Secretary. The secretary will record the votes and keep the minutes of all meetings of the Board and the minutes of all meetings of the Association at the principal office of the Association or such other place as the Board may order. The secretary will have charge of such books and papers as the Board may direct, and the secretary will, in general, perform all the duties incident to the office of secretary. The secretary will give, or cause to be given, notices of meetings of the Association and of the Board required by these Bylaws or by law to be given. The secretary will maintain a book of record Owners and Occupants, listing the names and addresses of the Owners and Occupants as furnished to the Association and such book will be changed only at such time as satisfactory evidence of a change in ownership or occupancy is presented to the secretary. The secretary will perform such other duties as may be prescribed by the Board or these Bylaws.

Section 3.9 Treasurer. The treasurer will have responsibility for the Association's funds and securities and will be responsible for keeping, or causing to be kept, full and accurate accounts of the financial transactions of the Association including accounts of all assets, liabilities, receipts, and disbursements, all in books belonging to the Association. The treasurer will be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board. The treasurer will disburse the funds of the Association as may be ordered by the Board in accordance with the Declaration, will render to the president and directors upon request, an account of all transactions as treasurer and of the financial condition of the Association, and will have such other powers and perform such other duties as may be prescribed by the Board or these Bylaws.

#### ARTICLE 4 - ASSESSMENTS PROCEDURES

The policies and procedures for Assessments (such as notices, payment methods, installment options, late fees, interest charges, collection fees, and other matters) will be as set forth in the Declaration or as otherwise set forth in the Condominium Documents.

#### ARTICLE 5 - INDEMNIFICATION AND INSURANCE

Section 5.1 Definitions. For the purposes of this Article, "agent" means any person who is or was a director, officer, employee, or other agent of the Association, or is or was serving at the request of the Association as a director, officer, employee, or agent of another corporation, or was a director, officer, employee, or agent of a corporation which was a predecessor corporation of the Association; "proceeding" means any threatened, pending, or completed action or proceeding, whether civil, criminal, administrative, or investigative; and "expenses" includes, without limitation, attorneys' fees and costs and any expenses of establishing a right to indemnification under Section 5.3 or Section 5.4(c).

Section 5.2 Indemnification. The Association will indemnify any person who was or is a party or is threatened to be made a party to any proceeding (other than an action by or in the right of the Association to procure a judgment in its favor) by reasons of the fact that such person is or was an agent of

the Association, against expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with such proceeding if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Association and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful. The termination of any proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent will not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Association or with respect to any criminal proceeding that the person had reasonable cause to believe that the person's conduct was unlawful. However, no indemnification will be made in respect of any claim, issue, or matter as to which such person will have been adjudged to be liable to the Association in the performance of such person's duty to the Association, unless and only to the extent that the court in which such proceeding is or was pending will determine upon application that, in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for the expenses which such court will deem proper.

Section 5.3 Expenses in Successful Defense. To the extent that an agent of the Association has been successful on the merits in defense of any proceeding referred to in Section 5.2 or in defense of any claim, issue, or matter therein, the agent will be indemnified against expenses actually and reasonably incurred by the agent in connection therewith.

Section 5.4 Determination of Standard of Conduct. Except as provided in Section 5.3, any indemnification under this Article will be made by the Association only if authorized in the specific case, upon a determination that indemnification of the agent is proper in the circumstances because the agent has met the applicable standard of conduct set forth in Section 5.2, as determined by:

- (a) A majority vote of directors who are not parties to such proceeding;
- (b) Approval or ratification by the affirmative vote of a majority of the total voting power of the Association as cast by the Members at a duly held meeting of the Association at which a quorum is present;
- (c) The court in which such proceeding is or was pending, upon application made by the Association or the agent or the attorney or other persons rendering services in connection with the defense, whether or not such application by the agent, attorney, or other person is opposed by the Association; or
- (d) Independent legal counsel in written opinion, engaged at the direction of a majority of disinterested directors.

Section 5.5 Advancing Expenses. Expenses incurred in defending any proceeding may be advanced by the Association prior to the final disposition of such proceeding upon receipt of an undertaking by or on behalf of the agent to repay such amount if it will be determined ultimately that the agent is not entitled to be indemnified as authorized in this Article.

Section 5.6 Extent and Limitations of Indemnifications. No indemnification or advance will be made under this Article, except as provided in Section 5.3 or Section 5.4(c), in any circumstance where it appears:

- (a) That it would be inconsistent with a provision of the Articles, these Bylaws, a resolution of the Board or Members, or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or

(b) That it would be inconsistent with any condition expressly imposed by a court in approving a settlement.

Section 5.7 Beneficial Effect. This Article will create a right of indemnification for each agent referred to in this Article, whether or not the proceeding to which the indemnification relates arose in whole or in part prior to adoption of this Article; and in the event of the death of such agent, whether before or after initiation of such proceeding, such right will extend to such agent's legal representatives. In addition, to the maximum extent permitted by applicable law, the right of indemnification hereby given will not be exclusive of or otherwise affect any other rights such agent may have to indemnification, whether by law or under any contract, insurance policy, or otherwise.

Section 5.8 Liability Insurance. The Association may purchase and maintain insurance on behalf of any agent of the Association against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not the Association would have the power to indemnify the agent against such liability under the provisions of this Article.

#### ARTICLE 6 - ASSOCIATION RECORDS

The Association will keep such records of its business and affairs as is customary for community or homeowner associations, including a membership register, accounting records, financial statements, operating budgets, balance sheets, and minutes of meetings of the Board and committees. Such records will be available at the Association's regular offices for inspection and copying by any Owner at such Owner's expense. The Board may establish reasonable rules with respect to: (a) notice to be given to the custodians of the records by persons desiring to make the inspection; (b) hours and days of the week when such an inspection may be made; and (c) payment of the cost of reproducing copies of documents requested pursuant to this Article 6. The Association's obligations hereunder may be fulfilled by making the records available to an Owner electronically, including delivery by electronic mail or the posting of such records on a website.

#### ARTICLE 7 - CONFLICTING PROVISIONS

If any provision of these Bylaws conflicts with applicable law, the Declaration, or the Articles, such conflicting provision will be severable and the other provisions of these Bylaws will remain in full force and effect.

#### ARTICLE 8 - AMENDMENTS TO BYLAWS

These Bylaws may be amended at any annual meeting, or any special meeting of the Association called for that purpose, by the affirmative vote of at least sixty-five percent (65%) of the total voting power of the Association. No amendment that is inconsistent with the provisions of the Declaration will be valid.

*[Remainder of page intentionally left blank; adoption on the following page.]*

**CONSENT OF DIRECTORS OF THE  
1ST AND SUN VALLEY OWNERS ASSOCIATION, INC.  
IN LIEU OF MEETING**

The undersigned, constituting all of the Directors of the 1st and Sun Valley Owners Association, Inc., an Idaho nonprofit corporation (the “**Association**”), do hereby consent to, adopt, and approve in writing the following corporate action without a meeting in accordance with the provisions of the general nonprofit corporation laws of the State of Idaho:

RESOLVED, that the above and foregoing Bylaws are hereby duly adopted as the Bylaws of the Association and that the same do now constitute the Bylaws of the Association.

RESOLVED, that Reid Sanborn is hereby elected president of the Association, Jon Gilmour is hereby elected vice president and secretary of the Association, and Garrison Belles is hereby elected treasurer of the Association.

This Consent of Directors of the 1st and Sun Valley Owners Association, Inc. in Lieu of Meeting is effective as of the \_\_\_\_ day of \_\_\_\_\_, 2022.

**DIRECTORS:**

\_\_\_\_\_  
Reid Sanborn

\_\_\_\_\_  
Scott Payne

\_\_\_\_\_  
Steve Kearns



**CERTIFICATE OF SECRETARY**

I, the undersigned, do hereby certify that:

1. I am the duly elected and acting secretary of 1st and Sun Valley Owners Association, Inc., an Idaho nonprofit corporation; and

2. The foregoing Bylaws comprising 10 pages, including this page, constitute the Bylaws of 1st and Sun Valley Owners Association, Inc., and were duly adopted by the Board pursuant to that “**Consent of Directors of 1st and Sun Valley Owners Association, Inc. in Lieu of Meeting**,” dated effective the \_\_\_ day of \_\_\_\_\_, 2022.

IN WITNESS WHEREOF, I have hereunto subscribed my hand and attest the act of the Association effective the \_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Steve Kearns, Secretary

Draft

**CONDOMINIUM DECLARATION**

**FOR**

**1ST AND SUN VALLEY**

Draft

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**EXHIBITS**

- EXHIBIT A — Legal Description of the Property
- EXHIBIT B — Plat of The Residences at Seven Eighty 1st Ave
- EXHIBIT C — Articles of Incorporation
- EXHIBIT D — Proportionate Interest in Common Area

Draft

# CONDOMINIUM DECLARATION

FOR

## THE IDA BULIDING

THIS CONDOMINIUM DECLARATION FOR 1ST AND SUN VALLEY (this “**Declaration**”) is made effective as of \_\_\_\_\_, 2022 (the “**Effective Date**”), by SV Ventures LLC, an Idaho limited liability company (“**Grantor**”). Capitalized terms not otherwise defined in the text of this Declaration are defined in Section 3.

### SECTION 1 RECITALS

**1.1 Property Covered.** Grantor is the owner of that certain real property located in Ketchum, Blaine County, Idaho, legally described on Exhibit A attached hereto and incorporated herein by this reference (the “**Property**”), as shown on the final plat for 1st and Sun Valley, recorded in the real property records of Blaine County, Idaho, on \_\_\_\_\_, 2022, as Instrument No. \_\_\_\_\_, Book \_\_\_\_ of Plats at Pages \_\_\_\_ through \_\_\_\_, a copy of which is attached hereto as Exhibit B and incorporated herein by this reference (the “**Plat**”).

**1.2 Commercial Use.** Grantor intends to develop the Property with a commercial use condominium building (the “**Building**”) in accordance with the Plat, this Declaration, and the development approvals now or hereinafter obtained from the City of Ketchum and other governing authorities. The Property, together with the Building and every other building, improvement, or structure thereon, and every easement or right appurtenant thereto, is referred to in this Declaration as the “**Project**.”

**1.3 Purpose.** The purpose of this Declaration is to provide for condominium ownership of the Project pursuant to Condominium Act, designate Common Area and Limited Common Area, create the Association as the management body to administer the Project pursuant to the Condominium Act, and to set forth the restrictions, covenants, limitations, easements, conditions, and equitable servitudes that apply to and are unique to the Project and this condominium ownership regime (collectively “**Restrictions**”).

### SECTION 2 DECLARATION

Grantor hereby declares that the Project and every Condominium and portion thereof is and shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved in accordance with and subject to the provisions of this Declaration, each and all of which are hereby declared to be in furtherance of a general plan: (a) for the creation, maintenance, and sale of an ownership in fee simple of separate interests in Units and for co-ownership with others, as tenants-in-common, of Common Area and Limited Common Area, all pursuant to the Condominium Act; and (b) to protect, enhance, and preserve the value, amenities, desirability, and attractiveness of the Project and to ensure a well-integrated, high quality residential condominium development. This Declaration shall: (i) run with the land and shall be binding upon any Person having or acquiring any right, title, or interest in the Project and every Condominium and portion thereof; (ii) inure to the benefit of the Project and every portion thereof; and (iii) inure to the benefit

of and be binding upon Grantor and each Owner having or holding any right, title, or interest in any Unit or portion of the Project, and their successors, heirs, and assigns.

### SECTION 3 ADDITIONAL DEFINITIONS

“**Applicable Laws**” means all applicable federal, state, and local laws, rules, regulations, ordinances, and orders relating to the use, occupancy, and/or ownership of the Project or any portion thereof.

“**Articles**” mean the Articles of Incorporation of the Association, a true, correct, and certified copy of which is attached hereto as Exhibit C and incorporated herein by this reference, as the same may be amended from time to time in accordance with the provisions thereof; provided, however, in order to be effective such amendment must reference this Declaration, as amended, and be recorded in the real property records of Blaine County, Idaho.

“**Assessments**” mean the Regular Assessments, Special Assessments, and Limited Assessments, together with any late payment charges, interest, administrative fees, and costs (including without limitation attorneys’ fees) incurred in collecting the same.

“**Association**” means The Residences at Seven Eighty Owners Association, Inc., an Idaho nonprofit corporation, its successors and assigns.

“**Association Rules**” means the rules and regulations relating to the Project that may be adopted, amended, or repealed from time to time by the Board, as more particularly described in Section 8.7.3 hereof.

“**Board**” means the board of directors of the Association.

“**Bylaws**” mean the bylaws of the Association, as the same maybe amended from time to time in accordance with the provisions thereof.

“**Carport**” means each of carports 101, 201, and 302 identified on the Plat. Grantor hereby designates each Carport as Limited Common Area appurtenant to, and for the exclusive use of, the Unit with the corresponding Unit number (e.g. Carport 101 is Limited Common Area for the Exclusive Use of Unit 101, Carport 201 is Limited Common Area for the Exclusive Use of Unit 201, and so forth), to the exclusion of all others

“**Common Area**” means: (a) all portions of the Project other than the Units, including all Limited Common Area; (b) all leases, licenses, use rights, or agreement rights for amenities or facilities owned or held by or for the benefit of the Association from time-to-time; and (c) any personal property owned or held by or for the benefit of the Association from time to time. Common Area may be established from time to time by Grantor or the Association on any portion of the Project by describing such area on the Plat, by granting or reserving it in a deed or other instrument, or by designating it as such in this Declaration. In addition, the Association may acquire any Common Area it deems necessary or beneficial to the Project.

“**Condominium**” means a separate ownership interest in a Unit together with an undivided tenant-in-common interest in the Common Area (expressed as percentages of the entire ownership



interest in the Common Area), as set forth on Exhibit D attached hereto and incorporated herein by this reference.

“**Condominium Act**” means the Condominium Property Act of the State of Idaho, Idaho Code Section 55-1501 *et seq.*, as may be amended from time to time.

“**Condominium Documents**” means this Declaration, the Plat, the Articles, the Bylaws, the Associate Rules, the Management Agreement, the Owner Maintenance Manual, and any other procedures, rules, regulations, or policies adopted under such documents by the Board, as the same may be amended from time to time according to their terms.

“**Deck**” means each of decks 101, 201, 202, 203, 204, 301, and 302 identified on the Plat, and includes the railings or fences thereon. Grantor hereby designates each Deck as Limited Common Area appurtenant to, and for the exclusive use of, the Unit with the corresponding Unit number (e.g. Deck 101 is Limited Common Area for the Exclusive Use of Unit 101, Deck 102 is Limited Common Area for the Exclusive Use of Unit 102, and so forth), to the exclusion of all others.

“**Garage**” means each of garages 101, 201, and 301 identified on the Plat. Grantor hereby designates each Garage as Limited Common Area appurtenant to, and for the exclusive use of, the Unit with the corresponding Unit number (e.g. Garage 201 is Limited Common Area for the exclusive use of Unit 201 and Garage 301 is Limited Common Area for the exclusive use of Unit 301), to the exclusion of all others.

“**Limited Assessment**” means a charge against a particular Owner for an expense directly attributable to such Owner, equal to the cost incurred or estimated to be incurred by the Association in connection with corrective action or maintenance, repair, replacement and operation activities performed pursuant to the provisions of this Declaration, including damage to or maintenance, repair, replacement and operation activities performed for any Common Area or the failure of an Owner to keep the Owner’s Condominium in proper repair, and including interest thereon as provided in this Declaration or for any goods or services provided by the Association benefiting less than all Owners, as more particularly described in Section 9.5 herein.

“**Limited Common Area**” means those portions of the Common Area designated for the exclusive use of an Owner or Owners to the exclusion, limitation, or restriction of other Owners. Limited Common Area may be established from time to time by Grantor or the Association on any portion of the Project by describing such area on the Plat, by granting or reserving it in a deed or other document or instrument, or by designating it as such in this Declaration. The term Common Area as used in this Declaration shall include Limited Common Area.

“**Management Agreement**” means any agreement and all amendments thereto entered into by the Association and the Management Company, providing for the management, maintenance, and operation of the Project, including, without limitation the Common Area, by the Management Company.

“**Management Company**” means the Person hired by the Association to manage the Project on the terms and conditions set forth in a Management Agreement.

**“Mortgage”** means any mortgage, deed of trust, or other security instrument by which a Condominium or any part thereof is encumbered.

**“Mortgagee”** means any Person or any successor to the interest of such Person named as the mortgagee, trust beneficiary, or creditor pursuant to any Mortgage under which the interest of an Owner’s interest in its Condominium, or successor to the interest of such Owner, is encumbered.

**“Occupant”** means any Person, other than an Owner, that resides in a Unit, including, without limitation, family members, guests, and Tenants.

**“Owner”** means the record owner, whether one or more Persons, holding fee simple title to a Unit, excluding Mortgagees, unless and until such Mortgagee has acquired fee simple title pursuant to foreclosure or other proceedings or obtains a deed to such Unit in lieu of such foreclosure or other proceedings.

**“Person”** means an individual, corporation, trust, estate, partnership, limited liability company, association, joint venture, government, government subdivision or agency, and any other legal entity.

**“Regular Assessment”** means an assessment by the Association to provide for the payment of all estimated expenses growing out of or connected with the Project as a whole, as more particularly described in Section 9.3 herein.

**“Special Assessment”** means that portion of the costs of the capital improvements, replacements, equipment purchases and replacements, or shortages in Regular Assessments which are authorized to be paid to the Association pursuant to the provisions of this Declaration as more particularly described in Section 9.4 herein.

**“Storage Area”** means each of storage areas 101, 201, 202, and 301 identified on the Plat. Grantor hereby designates each Storage Area as Limited Common Area appurtenant to, and for the exclusive use of, the Unit with the corresponding Unit number (e.g. Storage Area 101 is Limited Common Area for the exclusive use of Unit 101, Storage Area 201 is Limited Common Area for the exclusive use of Unit 201, and so forth), to the exclusion of all others.

**“Tenant”** shall mean any Person leasing all or any part of a Condominium from any Owner.

**“Unit”** means the separate ownership interest component of a Condominium, as bounded by the unfinished interior surfaces of the perimeter: (a) walls; (b) floors; (c) ceilings; (d) windows (including window frames and window trim); and (e) doors (including door frames and door trim) of each Unit as shown the Plat, together with the airspace so encompassed. The Unit includes all of the following within the said boundaries of each Unit shown on the Plat: (i) all finishes and coverings on the interior surfaces of said perimeter walls, floors, ceilings, windows, and doors, including without limitation paneling, wood, tile, paint, paper, carpeting, and texturing; (ii) all fixtures, improvements, hardware, and appliances; and (iii) all heating and refrigerating elements or related equipment, utility lines and outlets, electrical and plumbing fixtures, pipes, and all other related equipment required to provide heating, air-conditioning, hot and cold water, electrical, and utility services located within and serving only the Unit. The following are not part of a Unit: (A)

bearing walls; (B) structural columns; (C) floors; (D) roofs; (E) foundations; (F) elevator equipment and shafts; (G) central heating, central refrigeration and central air-conditioning equipment, reservoirs, tanks, pumps and other central services that serve more than one Unit, except the outlets thereof when located within the Unit; and (H) pipes, ducts, flues, chutes, conduits, wires and other utility installations that serve more than one Unit, except the outlets thereof when located within the Unit. Provided, however, that a Unit shall not include any of the structural components of the Building or utility or service lines located within a Unit that serve more than one Unit. There are seven (4) Units at the Project: Unit 101, 201, 202 and 301, as each are identified on the Plat.

#### **SECTION 4 NATURE AND INCIDENTS OF CONDOMINIUM OWNERSHIP**

**4.1 Estates of an Owner of a Condominium.** The Project is hereby divided into Condominiums, each consisting of a separate interest in a Unit and an undivided tenant-in-common interest in the Common Area. The percentage of ownership interest in the Common Area which is to be allocated to each Condominium as a whole for purposes of Assessments, tax assessment under Section 55-1514 of the Condominium Act, and liability as provided by Section 55-1515 of the Condominium Act, is set forth on the attached Exhibit D.

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

**4.3 No Further Division.** No Owner may divide, adjust, or further condominiumize such Owner's Unit without the prior written approval of the Association, the City of Ketchum, and all other governing authorities whose approval is required, and all such divisions, adjustments, and further condominiumizations must comply with any condominium project amendment requirements of Blaine County, and otherwise comply with all Applicable Laws.

**4.4 Inseparability of Condominiums.** No part of a Condominium, or of the legal rights comprising ownership of a such 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, transferred, and otherwise affected only as a complete Condominium and shall not be transferred in any way resulting in the division of the Condominium. Every gift, devise, bequest, transfer, encumbrance, conveyance, or other disposition of the 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 this Declaration.

**4.5 Partition of Common Area Not Permitted.** The Common Area shall be owned in common by all of the Owners of Units, and no Owner may bring any action for partition thereof.

**4.6 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 of special districts or other assessments may, in the opinion of the Association, nevertheless, be a lien on the Property or any part thereof, the Association shall pay the same and assess the same to the responsible

Owner or Owners. Each Owner shall pay the taxes and assessments assessed against such Owner's Condominium, or interest therein, and such Owner's interest in the Common Area, or any part of any or all of the foregoing. The Association reserves the right to protest any tax valuations or assessments by any taxing government agency and to pay for any costs associated with such protests. Each Owner agrees to reimburse the Association for any costs associated with such protests as related to that Owner's Unit.

**4.7 Owner's Rights with Respect to Interiors.** Each Owner shall have the exclusive right to maintain, finish, refinish, and decorate the interior surfaces of the walls, floors, ceilings, windows (including window frames and window trim), and doors (including door frames and door trim) forming and within the interior boundaries of the Owner's Unit, including but not limited to the installation of carpet or other floor coverings, paint or wallpaper, cabinets, and plumbing and electrical fixtures subject to the terms and conditions of the Condominium Documents, including without limitation Section 7 of this Declaration.

## **SECTION 5 EASEMENTS**

**5.1 Easements for Encroachments.** If any part of the Common Area encroaches or shall hereafter 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 encumbrances on the Common Area or the Units. Encroachments referred to herein include, but are not limited to encroachments caused by settling, rising or shifting of the earth under the Building, or by changes in position caused by repair or reconstruction of the Building or any part thereof. Notwithstanding the foregoing, no Owner shall be entitled to deliberately and intentionally encroach on the Common Area without the prior written approval of the Board, or on any other Unit without the prior written consent of the other Unit Owner.

**5.2 Easements of Access for Repair, Maintenance, and Emergencies.** Portions of the Common Area and/or easement areas granted pursuant to this Declaration or any other Condominium Document, are or may be located within the Units or may be conveniently accessible only through the Units. The Owners have the irrevocable right, to be exercised by the Association as their agent, of access to each Unit and to all Common Area from time to time during such reasonable hours as may be necessary and established by the Board for the construction, installation, inspection, operation, maintenance, repair or replacement of any of the Common Area located therein or accessible therefrom, or the construction, installation, inspection, operation, maintenance, repair or replacement of any improvements and facilities located within the Common Area, or for making repairs, maintenance and emergencies therein necessary to prevent damage to the Common Area or to another Unit or Units or to correct a violation of any covenant, condition or restriction of the Declaration when, after reasonable efforts by the Association, the Owner fails to do so. The Association shall also have such right of access independent of any agency relationship. Damage to the interior of any part of a Unit or Units resulting from the construction, installation, inspection, operation, maintenance, repair, emergency repair or replacement of any of the Common Area or as a result of emergency repairs within another Unit at the insistence 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 the negligence of an Owner or such Owner's Occupants, invitees, or

licensees, then such Owner shall be financially responsible for all of such damage. Such damage shall be repaired and the Unit shall be restored substantially to the same condition as existed prior to damage. Amounts owing by Owners pursuant hereto shall be collected by the Association as an Assessment pursuant to Section 9 herein.

**5.3 Owner's Right to Ingress, Egress, and Support.** Each Owner shall have the right to ingress and egress over, upon, and across the Common Area necessary for access to that Owner's Condominium, and shall have the right to the horizontal and lateral support of such Owner's Condominium, and such rights shall be appurtenant to and pass with the title to each Condominium. In exercising the rights granted in this Section, each Owner agrees to use reasonable efforts to avoid interference with the access to other Condominiums.

**5.4 Association's Right to Use of Common Area.** The Association shall have the right 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 or other Condominium Documents, including the right to grant utility easements, alter the Common Areas, and to construct and maintain maintenance and storage facilities in the Common Area for use by the Association.

**5.5 Grantor's Right Incident to Construction.** Grantor and Persons it shall select, shall have the express and unconditional right to ingress and egress over, upon and across the Project, including Common Area and all Units, the right to store materials thereon and to make other use thereof as may be reasonably necessary or incident to completion of development and construction of the Building and Units shown on the Plat or any amendment thereto and the completion of all Units for use and occupancy; provided, however, that no such rights shall be exercised by Grantor in such a way as to unreasonably interfere with the occupancy, use, enjoyment, or access to an Owner's Condominium by that Owner or such Owner's Occupants, invitees, or licensees.

**5.6 Certain Easements Benefit City.** The easements herein granted to an Owner for ingress and egress to and from such Owner's Condominium over, upon, and across the Common Area are hereby recognized to be a condition of platting the Property imposed by the City of Ketchum. Such easements shall not be dissolved or altered in any material way that would prevent their beneficial use for their intended purposes without the express written consent of the City of Ketchum.

**5.7 Emergency Easement.** A general easement is hereby granted to all police, sheriff, fire protection, ambulance, and all other similar emergency agencies or persons to enter upon all streets and property within the Project in the proper performance of their duties. The easement granted herein is recognized to be a condition of platting the Property imposed by the City of Ketchum. Such easement shall not be dissolved or altered in any material way that would prevent its beneficial use for its intended purpose without the written consent of the City of Ketchum.

The Owners expressly acknowledge that the Association and the Ketchum Fire Department shall each have one master key capable of accessing all doors connected to the common security system of the Building. The Owners expressly agree to notify the Association prior to re-keying

any lock in the Building controlled by a common security or access system and agree to use a locksmith approved by the Board.

**5.8 Recorded Easements.** The Property, and all portions thereof, shall be subject to all easements shown on any recorded Plat affecting the Property, or any portion thereof, and to any other easements of record or of use, now existing or hereafter created, including without limitation any storm drainage easements, street light easements, sanitary sewer easements, or any other public utility easement shown on the Plat.

**5.9 Easements for Annual Inspection.** Any Person authorized by the Board shall have the right of access to all Units on an annual basis for the purpose of inspecting such Units for compliance with the terms and conditions of Condominium Documents.

**5.10 Easements Deemed Created.** All conveyances of Condominiums hereafter made, whether by the Grantor or otherwise, shall be construed to grant and reserve such reciprocal easements as shall give effect to Sections 5.1 through 5.10 above, even though no specific reference to such easements or to those Sections appear in any such conveyance.

## **SECTION 6 DESCRIPTION OF CONDOMINIUM**

Every contract for the sale of a Condominium and every other instrument affecting title to such Condominium shall describe that Condominium by the Unit shown on the Plat with appropriate reference to the Plat and to this Declaration, as each appears on the records of Blaine County, Idaho, in the following manner:

Unit \_\_\_ as shown on the final plat of 1st and Sun Valley, recorded in the real property records of Blaine County, Idaho, on \_\_\_\_\_, 2022, as Instrument No. \_\_\_\_\_, Book \_\_\_ of Plats at Pages \_\_\_ through \_\_\_ (as may have been heretofore amended or supplemented), and as defined and described in that certain Condominium Declaration for 1st and Sun Valley recorded in the real property records of Blaine County, Idaho, on \_\_\_\_\_, 2022, as Instrument No. \_\_\_\_\_ (as may have been heretofore amended or supplemented).

Such description shall be construed to describe the separate ownership interest in the identified Unit, together with the appurtenant undivided tenant-in-common interest in the Common Area, and to incorporate all rights incident to ownership of a Condominium interest and all the limitations on such ownership as described in the Condominium Documents or any amendments or supplements thereto, whether or not so specified in the instrument.

## **SECTION 7 USE OF CONDOMINIUMS**

**7.1 Single-Family Residential.** NA

**7.1.1 Commercial.** All units shall be used for Commercial purposes and other uses incidental thereto as permitted by Applicable Law.

**7.2 Leasing.** Each Owner shall be entitled to lease its Condominium. An Owner who leases a Condominium shall be fully responsible for the acts and omissions of, and damage caused by, such Owner's Tenant as if such Tenant were the Owner. Any Owner who leases a Condominium shall comply with all Applicable Laws, including without limitation Fair Housing Act to the extent it applies to such Owner. Each such lease shall be in writing and shall provide that the terms and conditions thereof shall be subject in all respects to this Declaration and the Association Rules, and that any failure by the Tenant to comply with the terms of such documents shall be a default under the lease. The Association Rules may provide for fines against an Owner if the Tenants of such Owner's Condominium excessively loud or otherwise disruptive.

**7.3 Obstructions of Common Area.** Except to the extent installed or placed by Grantor or the Association, 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 Board. Nothing shall be altered on, planted in, constructed on, or removed from the Common Area except upon the prior written consent of the Board.

**7.4 Maintenance of Interiors and Limited Common Area.** Each Owner shall keep such Owner's Unit, including, without limitation, interior walls, windows, floors, ceilings, windows, doors, and permanent fixtures and appurtenances thereto, in a clean, sanitary, and attractive condition, and good state of operating condition and repair and shall keep the heating and air conditioning equipment, water heater, and other utility systems and related devices exclusively serving the Owner's Unit in a good state of operating condition and repair and free from any odor and/or mold. Each Owner shall keep the Limited Common Area designated for the exclusive use of such Owner in a clean, sanitary, and attractive condition, and good state of operating condition and repair, including removal of snow and ice on such Limited Common Area. Each Owner shall notify the Association of any unsafe condition existing in, on, or around the Limited Common Area. In addition, nothing unsightly, in the reasonable opinion of the Board, shall be kept on any exterior Limited Common Area (including without limitation all Decks). If Grantor has caused to be prepared and delivered to the Owners a preventative maintenance manual containing minimum maintenance or other standards applicable to the individual Units and/or the Limited Common Area appurtenant thereto (an "**Owner Maintenance Manual**"), then each Owner shall cause the Units and Limited Common Areas owned by such Owner to be maintained in accordance with the requirements set forth in the Owner Maintenance Manual. The requirements set forth in the Owner Maintenance Manual are in addition to the requirements of any warranty or other operating guidelines and instructions.

**7.5 Prohibition of Damage and Certain Activities.**

7.5.1 No damage to, or waste of, the Common Area or any part thereof shall be committed by any Owner or such Owner's Tenants, Occupants, invitees, or licensees, 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 such Owner or such Owner's Tenants, Occupants, invitees, or licensees.

7.5.2 No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Project or any portion thereof, except in such containers and other areas designated for such purpose by Grantor or the Board, and no odor shall be permitted to arise

from any portion of the Project so as to render, in the reasonable opinion of the Board, the Project or any portion thereof unsanitary, offensive, or detrimental to the Project, or to any other property in the vicinity of the Project. No exterior fires and no obstructions of pedestrian walkways shall be permitted to exist at the Project. No business or Home Occupation, no noise, no unsightliness, and no other nuisance shall be permitted to exist or operate upon any portion of the Project in violation of Applicable Law or so as to be, in the reasonable opinion of the Board, offensive or detrimental to the Project or to its Owners or their Occupants or to other property in the vicinity Project. Without limiting the generality of any of the foregoing, no Owner shall use or install or permit to be used or installed any whistles, bells or other sound devices, or flashing lights or search lights within the Project without the Board's approval. No unsightly articles shall be permitted to remain on any Condominium so as to be visible from any other portion of the Project. Without limiting the generality of the foregoing, refuse, garbage, trash, equipment, gas canisters, propane gas tanks, barbecue equipment, heat pumps, compressors, and containers shall be kept in such containers and other areas designated for such purpose by Grantor or the Board. No clothing or fabric shall be hung, dried, or aired in such a way as to be visible from the exterior of the Unit it in which it is hung, dried, or aired. Window air-conditioning units are not allowed. Windows shall be covered only by drapes, shades or shutters that are not loud or excessively bright in color, and shall not be painted or covered by foil, cardboard, sheets or similar materials.

7.5.3 Owners shall not use or suffer or permit any Person or Persons to use any Condominium or any part thereof for any use or purpose in violation of Applicable Law.

7.5.4 Owners shall not use or suffer or permit any Person or Persons to use any Condominium or any portion thereof, for any use or purpose in violation of any of the terms and conditions of this Declaration or other Condominium Documents.

7.5.5 Except as allowed by Association Rules or by prior written approval of the Board, Owners shall not display or sell merchandise or allow carts, portable signs, devices or any other objects to be stored or to remain outside the defined exterior walls and permanent doorways of the Units. Owners further agree not to install any exterior lighting, shades or awnings, amplifiers or similar devices for use in or about the Building which may be heard or seen outside the Unit, such as flyers, flashing lights, searchlights, loudspeakers, phonographs or radio broadcasts, or make any changes to the facade of the Building or operate any customer service windows without Board's prior written consent. Owners shall not conduct or permit to be conducted any sale by auction in, upon or from the Units, whether said auction be voluntary, involuntary, pursuant to any assignment for the payment of creditors or pursuant to any bankruptcy or other solvency proceeding.

7.5.6 Owners shall not do or permit anything to be done in or about any Unit or in the Common area, nor bring or keep anything therein, which will in any way result in the cancellation of or increase in the rate 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 Board or which would be in violation of Applicable Law. Any Owner taking or permitting any such action, which has been approved by the Board and results in an increased rate of insurance on the Project or any part thereof, shall be solely responsible for the payment of the resulting difference in such increased premium.



7.5.7 Owners shall not do or permit anything to be done in or about the Unit or Common Area which will in any way obstruct or interfere with the rights of other Owners or Occupants in the Building, create undue noise and disruption, or injure or annoy them or use or allow the Unit to be used for an unlawful or objectionable purpose, nor shall Owner cause, maintain or permit any nuisance in, on, or about the Building.

7.5.8 Owners shall not use or suffer or permit any Person or Persons to use the Units or any part thereof for any adult bookstore, adult movie theater, boarding house, or any other activity expressly prohibited by the Board.

**7.6 No Hazardous Activities.** No activities shall be conducted at the Project which are or might be unsafe or hazardous to any Person or property, as reasonably determined by the Board. Such prohibition includes, without limitation, the discharge of firearms and participation in archery activities, and the use of any outdoor wood burning devices.

**7.7 Over the Air Reception Devices.** All Owners who desire to use any device or antenna to receive over the air transmissions shall be required to use one Grantor or the Association may install one common antenna or other device to receive over the air transmissions, which antenna or device shall be located on the Project in a location designated and approved by the Grantor or the Board (a "Common Antenna"). In event a Common Antenna is installed, all Owners who desire to use any antenna or device to receive over the air transmissions shall be required to use the Common Antenna, subject to reasonable restrictions related thereto established by the Board. Notwithstanding the foregoing, no portion of this restriction shall apply to the extent that it conflicts with any Applicable Law governing such antenna or devices. Those Owners using the Common Antenna shall share the costs and expenses associated therewith in the manner reasonably determined by the Board.

In the event a Common Antenna has not been installed, Owners shall be permitted to install small satellite dishes or other devices within the service well on the roof of the Building for cable services using the electrical conduit system located in the core of the Building, subject to the prior written approval of the Board. In the event that a satellite dish or other device is approved by the Board, it (and any related equipment) must be installed and/or screened in the manner approved by the Board.

**7.8 Energy Devices, Outside.** No energy production devices or generators of any kind (including without limitation solar energy devices and windmills), shall be constructed or maintained on or in any portion of the Common Area without the prior written approval of the Board. In the event that the addition or use of such a device is approved by the Board, it (and any related equipment) must be installed and/or screened in the manner approved by the Board.

**7.9 Signs.** No more than one (1) sign will be allowed to be displayed on or within a Unit or the Deck appurtenant thereto at the same time to advertise the Lot for sale or or to advertise the Lot during the course of construction, and all such signs shall be removed within fifteen (15) days after occupancy. Directional and open house signs may be used during open house time period only. No sign of any kind will be displayed to the public view more than six (6) square feet in size. The commercial unit will be allowed commercial signage for the occupying business in accordance with applicable city code and ordinances. Except as set forth above, no signs of any

kind, including, without limitation, decorations, banners, holiday signs, or political or commercial signs, shall be displayed on or from any portion of the Project except as approved by the Board in its reasonable direction. Notwithstanding the foregoing, no portion of this restriction shall apply to the extent that it conflicts with any Applicable Law governing signs.

**7.10 Window Treatments.** No window or glass tinting or coverings shall be permitted, including any appliqué, decals, or other materials, that would be visible from the exterior of any Unit, or that would otherwise in any manner change the exterior appearance of any glass or window in terms of color, reflectivity, tint, or appearance, except as otherwise may be permitted by the Board. In the event replacement of any glass pane constituting Common Area shall become necessary, such glass shall be replaced by the Association; provided, however, an Owner may be required to pay for such replacement pursuant to Section 9.5. This paragraph shall be interpreted in such manner as to favor and facilitate a uniform appearance of the Project from the exterior thereof. Subject to the Association Rules, acceptable window coverings are vertical blinds, mini-blinds, draperies, curtains, shutters and other such items. Items including, but not limited to aluminum foil, newspaper, sheets, cardboard, reflective tint, paint, etc. are not permitted to be used as window covering.

**7.11 Water Beds.** NA

**7.12 Appliances.** No appliances shall be installed or maintained in a Unit that are inconsistent in terms of energy source or energy usage from those utility lines and hookups initially installed or made available by Grantor with respect to a Unit. By way of illustration, but not of limitation, if and to the extent that the Unit was originally equipped with a gas utility hookup for clothes dryers, stoves, ovens, or other appliances, no modifications shall be permitted for the installation of electricity powered clothes dryers, stoves, ovens or other appliances, unless electricity powered clothes dryers, stoves, ovens or other appliances were originally available for use and operation in the Unit and can be installed with minimal disruption to Common Areas. Likewise, if the Unit was originally equipped and/or designed for any electrical appliances, no modifications shall be permitted for the installation of gas-powered appliances, unless gas powered appliances were originally available for use and operation in the Unit and can be installed with minimal disruption to Common Areas. The Board reserves the right to designate specific Association Rules pertaining to the minimum design and performance characteristics of appliances to be installed in the Units. All installation and use of any appliances shall comply with and not violate the terms of any warranty guidelines or manufacturers' guidelines or recommendations.

**7.13 Construction and Structural Alterations.** An Owner may make improvements or alterations to the interior of the Owner's Unit and the Limited Common Area appurtenant to such Unit, provided that such improvements or alterations: (a) do not impair the structural integrity, mechanical systems or Common Area of the Project; (b) are not to walls, doors, windows, or other portions of the Project that are visible from the outside of the Unit; and (c) do not otherwise penetrate any Common Area. To the extent an Owner desires to make an improvement or alteration in violation of any portion of the foregoing, such Owner shall first obtain the prior written consent of the Board, which consent shall not be unreasonably withheld or delayed. All improvements and alterations constructed pursuant to the terms of this Section 7.13 shall comply with all Applicable Laws.

**7.14 Sewer System Restrictions.** No Owner or other Person shall deposit any glass, metal, seafood shells, diapers, clothing, rags, plastic, sanitary napkins, tampons, flammable material, oil, gas, grease, chemicals or other objects or materials other than natural human waste and generally accepted household cleaners into the sewer system either directly or through any Owner's waste disposal unit(s). The cost of any and all damage sustained by the sewer system caused by an Owner's deposit in the sewer system of any of the items listed above shall be the sole responsibility of said Owner.

**7.15 Deck Restrictions.** Decks shall not be used for storage purposes, including for the storage of pets, pet equipment, bicycles, boxes, storage sheds, and so forth, except that patio furniture shall be permitted on Deck in accordance with this Section. Any item to be stored shall be stored and maintained either wholly within the interior of the Owner's Unit, Storage Area, in such other designated by the Board, if any. Any plants or similar items kept on a Deck shall be in accordance with the approved plant list or otherwise subject to approval by the Board, shall be watered and maintained in good condition, and dead plants, leaves, and other items shall be promptly removed and discarded. No over-watering of any plants located on a Deck (i.e., of such a nature to cause water run-off) shall be permitted. Patio furniture as approved by the Board or that otherwise complies with the Association Rules shall be permitted on the Decks. Decks shall be kept in a clean and orderly fashion. Owners shall not hang any items from the Decks or the railings thereon, and Owners shall not place any temporary lighting, whether electric, battery-operated, solar, or otherwise, on such Owner's Deck. No shelving, storage devices or apparatuses, or other improvements or alterations shall be permanently affixed to any Deck, except upon the prior written approval of the Board.

**7.16 Garage Restrictions.** NA

**7.17 Carports Restrictions.** Carports shall be used only for the storage of operable vehicles and bicycles that fit therein. The Owner to Condominium to which each Carport is appurtenant is responsible for maintaining the ground surface of the carport in safe and good operating condition and repair, including without limitation performing snow and ice treatment.

**7.18 Storage Area Restrictions.** Storage Areas shall be used only for the storage non-combustible and otherwise non-hazardous material that fit therein when the door to the Storage Area is closed. Doors to the Storage Areas shall remained closed at all times except when depositing or retrieving items therefrom.

**7.19 No Smoking.** The Project is hereby designated as "smoke free," and no smoking of any kind is allowed at the Project. Notwithstanding the foregoing, the Board may from time to time designate certain outdoor areas of the Project as "Permitted Smoking Areas," in which event smoking shall be allowed only in such designated areas. Neither Grantor nor the Association guarantees a smoke free environment at the Project or any portion thereof.

**7.20 Animals/Pets.** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on or in any portion of the Project except that Household Pets (defined below) may be kept for an Owner's personal use provided that: (a) such Household Pets are not bred or maintained for any commercial purpose; (b) no more than two (2) of any combination of Household Pets may be kept in a Unit; and (c) all such Household Pets shall be properly restrained and controlled at any

time they are within the Project. “**Household Pets**” means indoor domesticated dogs and indoor domesticated cats. Any Household Pet which, in the reasonable opinion of the Board, is vicious or excessively noisy, or which damages or destroys property shall be deemed a nuisance and shall be removed from the Project upon the written request of the Board. An “excessively noisy” Household Pet is any Household Pet that habitually or frequently disturbs the sleep, peace, or quiet of any Occupant. Owners shall contact the local animal control agency regarding noisy Household Pets prior to complaining to the Board about such animals. Any costs associated with responding to complaints relating to animals (including without limitation Household Pets), livestock, or poultry at the Project may be levied as a Limited Assessment against the Owner of the Unit in which such animals, livestock, or poultry are being kept. The Owner of the Unit where a Household Pet is kept, as well as the legal owner of the Household Pet (if not such Owner), shall be jointly and severally liable for any and all damage and destruction caused by the Household Pet, and for any clean-up of any portion of the Project necessitated by such Household Pet.

**7.21 Assistance Animals.** Notwithstanding anything to the contrary contained in Section 7.20 hereof, assistance animals are welcome in the Project in accordance with the Fair Housing Act (42 U.S.C. § 3601 *et seq.*, as amended) and the implementing regulations promulgated thereunder. An assistance animal shall be as defined in the Fair Housing Act, which is currently any animal needed by a disabled individual to have an equal opportunity to use and enjoy a dwelling. Examples of assistance animals are guide animals, animals that alert people who are deaf, animals that pull a wheelchair, animals that alert and protect a guest who is having a seizure, animals that remind an individual with mental illness to take prescribed medications, animals that calm an individual with Post Traumatic Stress Disorder (PTSD) during an anxiety attack and animals that provide comfort or emotional support. Assistance animals in training are to be treated as assistance animals, even if the handler is not disabled. An assistance animal need not be licensed or certified by any government. Individuals with assistance animals shall not be treated less favorably than other Occupants or charged fees that are not charged to other Occupants without animals. The Association shall have the right, to the extent permitted under the Fair Housing Act, to prohibit or restrict any assistance animal that: (a) is out of control and the handler does not take effective action to control it; or (b) the animal’s behavior poses a threat to the health or safety of others. The Owner of the Unit where an assistance animal is kept, as well as the legal owner of the assistance animal (if not such Owner), shall be jointly and severally liable for any and all damage and destruction caused by the assistance animal, and for any clean-up of any portion of the Project necessitated by such assistance animal.

**7.22 Right to Enjoy and Use Units.** Each Owner shall be entitled to use and enjoy the Owner’s Unit for its intended purpose and nothing herein is intended to impose or grant the authority to impose any restrictions, limitations or prohibitions which would deprive an Owner of the reasonable use and enjoyment of the Owner’s Unit. Notwithstanding the foregoing, no Owner shall be entitled to use the Owner’s Unit for any uses not allowed under the Ketchum Municipal Code or otherwise limited by this Declaration or any other Condominium Documents.

## **SECTION 8 THE IDA BULIDING OWNERS ASSOCIATION**

**8.1 Creation and Designation of Association.** Grantor has incorporated the Association as a nonprofit corporation under the laws of the State of Idaho, and Grantor hereby designates the Association as the “management body” of the Project in accordance with the

Condominium Act. The Association is charged with the duties and vested with the powers prescribed by law and set forth in its Articles, Bylaws, this Declaration (as it relates to the Association's management of the Project), and the other Condominium Documents, as each may be amended and/or supplemented from time to time according to their respective terms. Neither the Articles nor the Bylaws shall, for any reason, be amended or otherwise changed or interpreted so as to conflict with this Declaration.

**8.2 Membership and Voting.** “**Member**” means each Person holding a membership in the Association, including Grantor. Every Owner of a Condominium is a Member of the Association and has one (1) membership for each Condominium in the Project owned by such Owner. If the Owner of the a Condominium shall be more than one (1) Person, all such Persons shall have a membership in the Association and be deemed Members, but the voting rights in the Association attributable to that Condominium may not be split and shall be exercised by one (1) representative selected by such Persons as they, among themselves, may determine. In the event such Persons are unable to agree among themselves on any matter put to a vote as to how the vote shall be cast, such Persons shall not be entitled to vote on the matter in question. If only one such Person casts a vote, it will thereafter be conclusively presumed for all purposes that such Person was acting with the authority and consent of all other co-Owners of such Condominium. To this end, only one (1) vote is allocated to each Condominium, regardless of the number of Persons that hold an ownership interest in such Condominium. Memberships in the Association shall be appurtenant to the Unit owned by such Owner. The memberships in the Association shall not be transferred, pledged, assigned or alienated in any way except upon the transfer of Owner's title to a Unit and then only to the transferee of such title. Any attempt to make a prohibited membership transfer shall be void and will not be reflected on the books of the Association. The Association shall have two (2) classes of membership as follows:

8.2.1 Class A Members. “**Class A Members**” shall be the Owners of the Units, with the exception of the Grantor for so long as the Class B Member exists. Upon the Class B Member Termination Date (defined below), at all meetings of the Association each Member will be entitled to one (1) vote for each Unit owned by such Member. Prior to the Class B Termination Date, Class A Members are not entitled to vote.

8.2.2 Class B Member. The “**Class B Member**” is Grantor, who shall be the sole voting Member of the Association entitled to vote the collective voting power of the Association from the period commencing on the Effective Date and expiring on the Class B Member Termination Date (the “**Initial Development Period**”). The Class B Member shall cease to exist upon the earlier to occur of the following: (a) Grantor no longer owns any Units within the Project; or (b) Grantor informs the Board, in a writing recorded in the real property records of Blaine County, Idaho, that Grantor no longer wishes to exercise its rights as the Class B Member (as applicable, the “**Class B Member Termination Date**”).

**8.3 Member Meetings.** The Association shall hold an annual meeting of the members and periodic special meetings of the members as set forth in the Condominium Documents. Subject to Sections 8.2.1 and 8.2.2, each Member shall be entitled to one (1) vote as a Member in the Association for each Unit owned by such Member.

**8.4 Proxies.** A membership in the Association shall be appurtenant to and inseparable from the Condominium owned by such Member. A membership in the Association shall not be assigned, transferred, pledged, or alienated in any way except: (a) that an Owner may give a proxy pursuant to the Bylaws; and (b) upon the transfer of title to the Condominium and then only to the transferee of title to said Condominium. Any attempt to make a prohibited transfer of a membership shall be void and shall not be reflected on the books of the Association. 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 or to any Person that has assumed by contract, or otherwise, liability for paying Assessments of any Owner.

**8.5 Board of Directors.** The business and affairs of the Association are managed by the Board. The Board will consist of not less than three (3) directors and no more than five (5) directors. Directors need not be Owners. During the Initial Development Period, Grantor has the exclusive right to appoint, remove, and replace directors at any time and from time-to-time in Grantor's sole discretion, and to otherwise fill vacancies on the Board as they arise. After the Initial Development Period, the Owners have the right to elect and remove directors as provided in the Bylaws. After the Initial Development Period, any vacancy on the Board shall be filled by a plurality of the votes cast by the remaining Directors through a special election at any meeting of the Board.

**8.6 Delegation of Authority.** The Board may at any time and from time-to-time delegate all or any portion of its powers and duties to committees, officers, employees, or to any Person to act as manager, including the Management Company.

**8.7 Powers of the Association.** The Association shall have all the powers of a nonprofit corporation incorporated under the laws of the State of Idaho and all of the powers and duties set forth in the Condominium Documents, including the power to perform any and all acts which may be necessary to, proper for, or incidental to the foregoing powers. The powers of the Association include, by way of illustration and not limitation:

8.7.1 **Assessments.** The power and authority to levy Assessments on the Owners of Condominiums and to enforce payment of such Assessments, including the power and authority to establish and fund via Assessments such operating and capital reserves as the Board deems necessary or prudent.

8.7.2 **Right of Enforcement.** The power and authority at any time and from time-to-time, on its own behalf or on behalf of any consenting Owners, to take any action, including any legal action, to prevent, restrain, enjoin, enforce, or remedy any breach or threatened breach of the Condominium Documents. The power of enforcement includes:

8.7.2.1 The right to remove, alter, rebuild, or restore any improvements constructed, reconstructed, refinished, added, altered, or maintained in violation of the Condominium Documents. If such improvements are located in a Unit, the Board must first provide the Owner thereof with a notice specifying the default and a reasonable period (no less than ten (10) days and not to exceed thirty (30) days) to cure, and the Owner of the improvements must immediately reimburse the Association for all expenses incurred with such removal.

8.7.2.2 The right to enforce the obligations of the Owners to pay each and every Assessment or charge provided for in the Condominium Documents.

8.7.2.3 The right to perform any duty or obligation of an Owner under the Condominium Documents if such duty or obligation is not timely performed by such Owner. In such event, the defaulting Owner must immediately reimburse the Association for all costs reasonably incurred by the Association in performing such duty or obligation. Except in the event of an emergency, the Association must provide the defaulting Owner with a notice specifying the default and a reasonable period (no less than ten (10) days and not to exceed thirty (30) days) to cure prior to exercising its power and authority hereunder.

8.7.2.4 The right to authorize variances from the requirements of this Declaration when required by applicable law (such as the Fair Housing Act) or when needed to prevent the requirements would impose an undue hardship on an Owner that would be inequitable for such Owner to bear. The granting of a variance does not waive any element of the Declaration for any purpose except as to the particular Condominium and the particular provision covered by the variance. Approval of a variance does not affect the Owner's obligation to comply with the other elements of this Declaration or Applicable Law.

8.7.3 Association Rules. The power and authority to adopt, amend, and repeal the Association Rules as the Board deems reasonable and appropriate to govern the Project, including rules and regulations regarding: (a) the use of the Common Area; (b) imposition of fines for violations of the Condominium Documents (subject to applicable law, such as Idaho Code § 55-115); and (c) procedures in the conduct of business and affairs of the Association. Except when inconsistent with this Declaration, the Association Rules have the same force and effect as if they were set forth in and were made a part of this Declaration. A copy of the Association Rules as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner.

8.7.4 Emergency Powers. The power and authority to enter upon any Unit as necessary in connection with any maintenance or construction for which it is responsible, or when necessitated by violation of the Declaration or other Condominium Documents, or in the event of any emergency involving potential danger to life or property and the power to take corrective action. Such entry shall be made with as little inconvenience to the Owners as practicable and any damage caused thereby shall be repaired by the Association, except as otherwise provided herein. Owners acknowledge that the Ketchum Fire Department and the Association shall have a master key to all locks in the Project. Owners further agree to notify the Board and employ a locksmith approved by the Board before any locks may be changed to preserve the system.

8.7.5 Common Area. The power and authority to manage, operate, maintain, repair, and replace the Common Area for the benefit of the Project and the Owners, and the power and authority to construct, install, maintain, repair, replace, and operate any improvements in the Common Area, any public right-of-way serving the Project or any other location deemed by the Board to benefit the Project, including any fences, signs or other improvements at Project entrances or otherwise in the vicinity of the Project, and any berms, retaining walls, fences, and other amenities within or abutting any Common Area.

8.7.6 Licenses, Easements and Rights-of-Way. The power to grant and convey to any third party such licenses, easements and rights-of-way in, on or under the Common Area as may be necessary or appropriate for the orderly maintenance, preservation and enjoyment of the Project, and/or for the preservation of health, safety, convenience and welfare of the Owners. The foregoing power includes, without limitation, the power to grant and convey to such third parties licenses, easements, and rights-of-way for the purpose of constructing, erecting, operating, or maintaining any of the following:

8.7.6.1 Lines, cables, wires, conduits, or other devices for the transmission of electricity, heating, power, telephone, television and data, other utility services and, meters and other facilities associated with the foregoing;

8.7.6.2 Sewers, storm drains, water drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes; and

8.7.6.3 Cross parking easements, sidewalk abutments, drive lanes, parking areas, curb cuts, landscaping abutting common areas, public and private streets or land conveyed for any public or quasi-public purpose.

8.7.7 Property for Common Use. The power and authority to acquire and hold for the use and benefit of all of the Owners, or for the benefit of only those Owners within a particular Condominium, tangible and intangible personal property and real 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 interest in the Common Area.

8.7.8 Amenity Agreements. The power and authority to enter into any lease, license, use, or other agreement as the Board deems proper or convenient to secure the use of off-site amenities or facilities for the benefit of the Project. Without limiting the generality of the foregoing, and only by way of example, the Association may enter into such agreements with others for the use of any recreational amenities or facilities, including clubhouses and swimming pools, by the Owners on such terms as the Association deems reasonable or prudent.

8.7.9 Inspection. The power and authority to enter a Unit for the purpose of conducting regular maintenance inspections.

8.7.10 Taxes. The power and authority to pay all real and personal property taxes and assessments (if any) levied against the Common Area, the Association, and any other property owned by the Association. In addition, the Association must pay all taxes, including income, revenue, corporate, or other taxes (if any) levied against the Association.

8.7.11 Entitlement Obligations. The power and authority to fulfill any duties imposed by any governmental or other quasi-governmental agencies as part of the entitlements for the development of Project, including any requirements or obligations identified in such entitlements as the responsibility of community association or homeowners' association or management body, such as plat notes, development agreements, or conditions of approval.



8.7.12 Financing. The power and authority to enter into any agreements necessary or convenient to allow Owners to take full advantage of, or secure the full availability of, any financing programs offered or supported by the Federal National Mortgage Association (FNMA), the Government National Mortgage Association (GNMA), the Federal Housing Administration (FHA), the Veterans Administration (VA), the Federal Home Loan Mortgage Corporation (FHLMC) or any similar entity.

8.7.13 Estoppel Certificates. The power and authority to execute a written statement stating: (a) whether or not, to the knowledge of the Association, a particular Owner or Owner's Condominium is in default of this Declaration or other Condominium Documents; (b) the dates to which any Assessments have been paid by a particular Owner; and (c) such other matters as the Board deems reasonable. Any such certificate may be relied upon by a bona-fide prospective purchaser or Mortgagee of such Owner's Condominium, but only to the extent such prospective purchaser or Mortgagee has no knowledge to the contrary. The Association may charge a reasonable fee for such statements.

8.7.14 Improvements in Public Right-of-Way. The power and authority to enter into license and easement agreements with the City of Ketchum (or assume the duties and obligations under any such license agreement entered into by Grantor) to install, maintain, improve, irrigate, trim, repair, and replace improvements and landscaping in the public rights-of-way (including sidewalk easements and planter strips).

8.7.15 Implied Rights. Notwithstanding the foregoing, the Association may exercise any other right or privilege given to it expressly by this Declaration or by Applicable Law, and every other right or privilege reasonable to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege. Such rights shall include without limitation the right to acquire water meters for each Unit.

8.7.16 Use of Association Powers. Notwithstanding the foregoing, the Association shall not take any action that would impair an Owner's right to enjoy and use his/her Unit as set forth herein, in particular Section 7.22.

8.7.17 Power to Levy Fines. The power to impose reasonable monetary fines which shall constitute a lien upon the Unit owned or occupied by the Owner, Lessee, or other Person determined by the Board to be in violation of the Condominium Documents (individually, a "**Violation**"). Provided, however, the Association shall not impose a fine on an Owner for a Violation unless: (a) the Board votes to impose the fine at any regular or special meeting of the Board or the Association (individually, a "**Levy Meeting**"); (b) such Owner is provided at least thirty (30) days advance written notice of the Levy Meeting by personal service or certified mail at the last known address of such Owner as shown in the records of the Association; and (c) such Owner is given a reasonable opportunity to respond to the Violation during the Levy Meeting. Provided further, the Association shall not impose a fine on an Owner if such Owner, prior to the Levy Meeting, begins resolving the Violation and continues to address the Violation in good faith until the Violation is fully resolved (the "**Remedial Period**"). For purposes of this Section, the phrase "address the violation in good faith until the Violation is fully resolved" means the Owner must resolve the Violation within thirty (30) calendar days of the Notice; provided, however, if the nature of the Violation is such that more than thirty (30) calendar days are required for its

resolution, then the Owner must diligently prosecute the same to completion within sixty (60) calendar days. All such fines shall be deemed to be a part of the Assessments to which the Owner's Unit is subject under this Declaration. In all events, no portion of such fines may be used to increase the compensation to the Board or agent thereof.

**8.8 Duties of the Association.** In addition to the power delegated to it by the Condominium Documents, the Association or its agents shall have the obligation to conduct all business affairs of the Association and to perform, without limitation, each of the following duties:

8.8.1 Operation and Maintenance of Common Area. Operate, maintain and otherwise manage or provide for the operation, maintenance and management of the Common Area and all improvements thereon, including parking areas, drive lanes, landscaping, common seepage beds and the exterior of the Building, including the repair and replacement of property damaged or destroyed by casualty loss and all other property acquired by the Association, and shall maintain the same in a good, clean, attractive and sanitary condition, order and repair.

8.8.2 Taxes and Assessments. Pay all real and personal property taxes and assessments separately levied against the Common Area, the Association, or property owned by the Association and all such taxes shall be paid or a bond insuring payment posted prior to the sale or the disposition of any property to satisfy the payment of such taxes. In addition, the Association shall pay all other taxes, federal, state or local, including income or corporate taxes levied against the Association in the event that the Association is denied the status of a tax exempt corporation.

8.8.3 Water and Other Utilities. Acquire, provide and/or pay for water, storm drainage system maintenance, sewer services, electric services, garbage, disposal, refuse and rubbish collection and other necessary services for the Common Area and Units, except to the extent separately billed or separately metered, as may be determined by the Board from time to time in its discretion.

8.8.4 Insurance. Obtain, from reputable insurance companies authorized to do business in the State of Idaho and maintain in effect the policies of insurance described in Section 13 hereof.

8.8.5 Maintenance of Exteriors and Improvements. Maintain and repair the exterior surfaces of the Building and improvements in the Project. The exterior maintenance shall include: painting, staining, repairing, restaining, replacing and caring for all exterior surfaces including roofs and exterior portions of doors as necessary to maintain them in good condition.

8.8.6 Inspection and Maintenance Guidelines. The Board shall adopt inspection and maintenance guidelines for the periodic inspection and maintenance of the Common Area, including, without limitation, the sewer system and drainage facilities. The Board periodically, and at least once every two (2) years, shall review and update the inspection and maintenance guidelines. The Board shall take all appropriate steps to implement and comply with the inspection and maintenance guidelines, and shall keep records of such implementation and compliance.

8.8.7 Drainage Facilities. Operate and maintain the storm drainage area, as depicted on the Plat. Notwithstanding anything to the contrary, no buildings or other similar

improvements shall be constructed within the storm drainage area that would materially interfere with the Property's drainage system.

8.8.8 **Maintenance of Records and Right of Inspection.** The Association shall keep such records of its business and affairs as is customary for community or homeowner associations, including a membership register, accounting records, financial statements, operating budgets, balance sheets, and minutes of meetings of the Board and committees. Such records shall be available at the Association's regular offices for inspection and copying by any Owner at such Owner's expense. The Board may establish reasonable rules with respect to: (a) notice to be given to the custodians of the records by persons desiring to make the inspection; (b) hours and days of the week when such an inspection may be made; and (c) payment of the cost of reproducing copies of documents requested pursuant to this **Section 8.8.8.** The Association's obligations hereunder may be fulfilled by making the records available to an Owner electronically, including delivery by electronic mail or the posting of such records on a website.

8.9 **Immunity and Indemnification.** Each Owner understands and agrees that: (a) Grantor and its members, managers, agents, and employees, and (b) the Association its directors, officers, agents, employees, and committee members (each individually a "**Released Party**") shall be immune from personal liability to such Owner, and such Owner hereby knowingly and voluntarily waives and releases each Released Party, for such Released Party's actions or failure to act with respect to the Condominium Documents to the extent that such acts or failures to act do not constitute willful misconduct on the part of such Released Party. The Association shall indemnify, defend, and hold each Released Party harmless from any action, expense, loss or damage caused by or resulting from such Released Party's actions or failure to act with respect to the Condominium Documents; provided, however, the Association shall not be obligated to indemnify, defend, and hold harmless any Released Party for their own gross negligence or willful misconduct.

8.10 **Waiver of Consequential Damages.** Neither the Grantor nor the Association shall be liable to any Owner for, and each Owner releases the Grantor and the Association from, any form of indirect, special, punitive, exemplary, incidental, consequential, or similar costs, expenses, damages, or losses.

## **SECTION 9 ASSESSMENTS**

9.1 **Covenant to Pay Assessments.** By acceptance of a deed to any Condominium, each Owner covenants and agrees to pay when due (without deduction, setoff, abatement of counterclaim of any kind whatsoever) all Assessments or charges made against such Owner or such Owner's Condominium pursuant to the Condominium Documents. Assessments against a Condominium shall be a continuing lien on such Condominium until paid, whether or not ownership of such Condominium is transferred. Assessments against a Condominium are also the personal obligation of the Owner of the Condominium when the Assessment becomes due and payable. Such personal obligation shall remain with such Owner regardless of whether such Owner remains the owner of the Condominium. Delinquent Assessments related to a Condominium shall not pass to such Owner's successors in title unless expressly assumed by them. Such Assessments and charges, together with interest, costs and reasonable attorneys' fees, which may be incurred in collecting the same, shall be a charge on the Condominium and shall be a continuing lien upon the

Condominium against which each such Assessment or charge is made. The due date, manner and method of payment shall be as set forth in this Declaration or as established by the Board from time to time.

**9.2 Rate of Assessment.** Except as otherwise provided herein, all Owners shall be responsible for Regular Assessments and Special Assessments levied by the Association in proportion to their percentage ownership interest in the Common Area, as set forth on Exhibit D. Owners shall be responsible for Limited Assessments levied by the Association, as set forth in Section 9.5.

**9.3 Regular Assessments.**

9.3.1 Purpose of Regular Assessments. The proceeds from Regular Assessments are to be used to pay for all costs and expenses incurred by the Association, including attorneys' fees and other professional fees, for the conduct of its affairs as provided in this Declaration (including without limitation Section 8 hereof) and other Condominium Documents, including without limitation the costs and expenses of construction, improvement, protection, maintenance, repair, management and operation of the Common Area and furnishing utility services, including water, sewer, gas, geothermal systems, trash and electricity and other common services to the Common Area, and each Condominium (if not separately metered), insurance, and any deficit remaining from previous periods (collectively the "**Expenses**"). "Expenses" shall also include and an amount to fund adequate reserves for repairs, replacement, maintenance, and improvement of those elements of the Common Area, or other property of the Association that must be replaced and maintained on a regular basis, and for extraordinary operating expenses, contingent risks or liabilities (such as indemnification and defense expenses), capital repairs, capital replacements, and any other expenses for which the Board, in its reasonable opinion, deems prudent to fund a reserve. If not already separately metered, the Board reserves the right to separately meter utility services provided to each Condominium, and in such event the Owner of the Condominium shall be fully responsible for the costs of providing utilities for the Owner's individual use.

9.3.2 Computation of Allocation for Regular Assessments. Unless otherwise determined by the Board, the Association shall compute and forecast the amount of its Expenses and Regular Assessments on an annual basis. The computation of Regular Assessments shall take place not less than thirty (30) nor more than sixty (60) days before the beginning of each fiscal year of the Association, unless a change in the Members or other circumstance makes it impracticable to compute the Regular Assessments in that timeframe. In such event, the Owners shall be immediately notified upon completion of such computation. Notwithstanding the foregoing, the computation of Regular Assessments shall be completed in good faith and shall be valid upon completion. The computation of the Regular Assessments for the period from the recordation of this Declaration until the beginning of the next fiscal year shall be reduced by an amount which fairly reflects the fact that such period was less than one year. The Board shall have the exclusive right to approve any Assessment under this Section 9.

Except as provided herein, Regular Assessments shall be levied by the Association against Condominiums in proportion to their percentage ownerships in the Common Area as set forth on Exhibit D. Certain Expenses which exist only for the benefit of or only to serve a single

Condominium or group of Condominiums (but not all Condominiums) shall only be levied against the Owners thereof in proportion to their percentage ownerships, as among each other, as set forth on Exhibit D.

**9.4 Special Assessments.** In the event that the Board shall determine that the Regular Assessment for a given calendar year is or will be inadequate to meet the Expenses of the Association for any reason, including, without limitation, costs of construction, reconstruction, unexpected repairs or replacement of improvements upon the Common Area, attorneys' fees and/or litigation costs, other professional fees, or for any other reason, the Board shall determine the approximate amount necessary to defray such Expenses and levy a Special Assessment for such amount. The Board shall, in its discretion, determine the schedule under which such Special Assessment will be paid. If such Special Assessment shall affect more than one Condominium or group of Condominiums (but not all Condominiums), the Owners of the affected Condominiums shall pay those costs associated solely with their Condominiums in proportion to their percentage ownerships, as among each other, as set forth on Exhibit D, while all Owners shall share such costs associated with the Common Area in proportion to their ownership interests set forth on Exhibit D.

**9.5 Limited Assessments.** Notwithstanding the above provisions with respect to Regular Assessments and Special Assessments, the Association may levy a Limited Assessment against an Owner: (a) for any fines (in accordance with Section 8.7.17 hereof), fees or charges levied against the Owner under the Condominium Documents; (b) to reimburse the Association for any costs incurred to bring the Owner's Condominium or any improvements therein into compliance with the Condominium Documents; (c) to reimburse the Association for any damages caused by an Owner or such Owner's Tenants, Occupants, invitees, or licensees to any Common Area or improvements or other property owned or maintained by the Association; and (d) for the cost of providing any goods or services under the Condominium Documents that benefit such Owner or Owner's Condominium, but less than all Owners or all Owners' Condominiums. If such Limited Assessment shall affect more than one Condominium, but not all Condominiums, the Owners of the effected Condominiums shall pay those costs associated solely with their Condominiums in proportion to their percentage ownership, as among each other, while all Owners shall share such costs associated with the Common Area in proportion to their percentage ownership interest set forth on Exhibit D, as applicable.

**9.6 Notice and Assessment Due Date.** Unless the Board establishes a different schedule for the payment of Regular Assessments, monthly installments of the Regular Assessments shall be paid on or before the 1<sup>st</sup> of each month. The Board shall, in its reasonable discretion, determine the schedule under which Assessments (other than Regular Assessments) will be paid. If not paid within five (5) days after the due date, a one-time late charge equal to ten percent (10%) of the Regular Assessment shall be charged to the Owner. Each Assessment, other than a Regular Assessment, shall become delinquent if not paid within ten (10) days after the date of notice thereof to the Owner. If all or any part of an Assessment is not paid within five (5) days after its due date, then: (a) the delinquent Owner shall pay to the Association a late payment charge equal to 5% of the delinquent amount; and (ii) interest shall accrue on the delinquent amount at the rate of twelve percent (12%) per annum until paid in full. In the event an Owner's payment is returned for any reason, such Owner shall pay to the Association an administrative fee in an amount set by the Board and thereafter the Association shall have the right to require future

Assessments due from such Owner to be paid in the form of a cashier's check, certified check, or other form of immediately collectible funds acceptable to the Association in the Board's discretion.

## **SECTION 10 ENFORCEMENT OF ASSESSMENTS; LIENS**

**10.1 Right to Enforce.** The Association has the right to collect and enforce its Assessments, including any late charges and/or interest accrued thereon pursuant to the provisions hereof. Each Owner shall be deemed to covenant and agree to pay each and every Assessment provided for in this Declaration, including any late charges and/or interest accrued thereon, and agrees to the enforcement of all Assessments in the manner herein specified. In the event an attorney or attorneys are employed for the collection of any Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each Owner agrees to pay (and agrees that the lien may include) reasonable attorneys' fees and costs, including the costs and expenses for any lien releases, in addition to any other relief or remedy obtained against such Owner. The Board or its authorized representative may enforce the obligations of the Owners to pay such Assessments by commencement and maintenance of a suit at law or in equity, or the Board may exercise the power of foreclosure and sale pursuant to this Section to enforce the liens created pursuant to this Section. A suit to recover a money judgment for an unpaid Assessment shall be maintainable without foreclosing or waiving the lien hereinafter provided.

**10.2 Assessment Liens.** There is hereby created a claim of lien with power of sale on each and every Condominium to secure payment of any and all Assessments levied against such Condominium pursuant to this Declaration together with interest thereon at the maximum rate permitted by law and all costs of collection which may be paid or incurred by the Association making the Assessment in connection therewith, including reasonable attorneys' fees. All sums assessed in accordance with the provisions of this Declaration shall constitute a lien on such respective Condominium upon recordation of claim of lien with the Blaine County Recorder, which claim of lien shall be the "notice of assessment" described in the Condominium Act. Each delinquency shall constitute a separate basis for a claim of lien, but any number of defaults may be included within a single claim of lien. Such claim of lien may be foreclosed in any manner permitted by Applicable Law. Upon payment of such lien in full, the Association shall prepare and record a release of such claim of lien.

**10.3 Method of Foreclosure.** To the extent permitted by law, such lien may be foreclosed by appropriate action in court or by sale by the Association, its attorney or other Person authorized to make the sale. Such sale shall be conducted in accordance with the provisions of the Idaho Code applicable to the exercise of powers of sale in deeds of trust or any other manner permitted by Applicable Law. The Board is hereby authorized to appoint its attorney, any officer or director of the Association, or any title company authorized to do business in Idaho as trustee for the purpose of conducting such power of sale or foreclosure.

**10.4 Required Notice.** No action may be brought to foreclose the claim of lien provided for herein, whether judicially, by power of sale, or otherwise, until the expiration of thirty (30) days after a copy of such notice of claim of lien has been deposited in the United States mail, certified or registered, postage prepaid, to the Owner described in such notice of assessment, and to the Person in possession of such Condominium(s).

**10.5 Subordination.** Upon recordation of a claim of lien for delinquent Assessments in accordance with Applicable Law, such lien shall be prior and superior to all other liens or claims created subsequent to the recordation of the claim of lien except for: (a) liens which, by law, would be superior thereto; and (b) the lien of a first priority Mortgage given and made in good faith and for value that is of record as an encumbrance against such Condominium prior to the recordation of a claim of lien for the Assessments. Except as expressly provided in this Section 10.5, the sale or transfer of any Condominium shall not affect the lien provided for herein, nor the creation thereof by the recordation of a claim of lien, on account of the Assessments becoming due whether before, on, or after the date of such sale or transfer, nor shall such sale or transfer diminish or defeat the personal obligation of any Owner for delinquent Assessments as provided for in this Declaration.

**10.6 Grantor Exemption.** Grantor is exempt from Assessments as set forth in Section 18.4.

## SECTION 11 RIGHTS TO COMMON AREAS

**11.1 Use of Common Area.** Every Owner shall have a nonexclusive right and easement to use the Common Area (exclusive of Limited Common Area) and an exclusive or semi-exclusive right to use Limited Common Area designated for exclusive or semi-exclusive use by the Owner, which shall be appurtenant to and shall pass with the title to every Condominium, subject to the following provisions:

11.1.1 Assessments. The rights of the Association to levy Assessments as provided herein and the payment by an Owner of all such Assessments;

11.1.2 Voting. The right of the Association to suspend the voting rights and rights to use of, or interest in Common Area by an Owner for any period during which any Assessments or charges against such Owner's Condominium remains unpaid;

11.1.3 Dedication or Transfer. The right of the Association to dedicate or transfer all or any part of Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No dedication or transfer shall be effective unless an instrument verifying is executed and recorded by the Association verifying that such dedication or transfer has been approved by: (a) the vote or written consent of Owners representing more than fifty percent (50%) of the total voting power in the Association, and (b) more than fifty percent (50%) of all Mortgagees; and

11.1.4 Association Rules. The right of the Association to establish and enforce such Association Rules as the Association deems proper regarding the Project and use of Common Area.

**11.2 Delegation of Right to Use.** Any Owner may delegate in accordance with the respective Condominium Documents, such Owner's reasonable right to the use and enjoyment of the Common Area to such Owner's Tenants, Occupants, invitees, or licensees.

**11.3 Damages.** To the extent permitted by law, each Owner shall be liable for expenses for corrective action necessitated by violation of the Declaration or Association Rules or for any

damage to such Common Area which may be sustained by reason of such Owner's Tenants, Occupants, invitees, or licensees. In the case of joint ownership of a Condominium, the liability of such Owners shall be joint and several. The cost of corrective action shall be assessed as an Assessment against the Condominium and may be collected as provided herein for the collection of other Assessments.

## **SECTION 12 MECHANIC'S LIEN RIGHTS**

No labor performed or services or materials furnished with the consent of or at the request of an Owner or such Owner's agent, 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 in writing the performance of such labor or furnishing of such materials or services. Such express written consent shall be deemed to have been given by the Owner of any Condominium in the case of emergency corrective action undertaken by the Association. Labor performed or services or materials furnished for the Property 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/her Condominium from a lien against two or more Condominiums or any part thereof by payment of sums secured by such lien which is attributable to such Owner's Condominium.

## **SECTION 13 INSURANCE**

**13.1 Types of Insurance.** The Association shall obtain and keep in full force and effect at all times such bonds and insurance as may be required by Applicable Law and such further insurance as the Board deems necessary or prudent, including casualty insurance for any property or improvements owned or maintained by the Association, public liability insurance related to the Association's operations and the use of the Common Area, directors and officers liability coverage, automobile insurance, worker's compensation insurance and fidelity bonds. Unless otherwise authorized by the Board, the Association shall procure at least the following insurance policies to the extent such policies are available on commercially reasonable terms:

**13.1.1 Casualty Insurance.** The Association shall obtain and maintain a "bare walls" insurance on the Building and other property owned by the Association in such amounts as shall provide for full replacement thereof, including, but not limited to, those costs associated with rebuilding, design, any required permits, legal fees, and any other fees associated with the replacement of the Building, in the event of damage or destruction from the casualty against which such insurance is obtained. Such insurance shall include fire and extended coverage, vandalism and mischief, and such other risks and hazards against which the Board deems 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 the Board, in its reasonable opinion, deems consistent with good business practice. The Association's policy of casualty insurance does not insure individual Units or the betterments or improvements made thereto (including without limitation cabinets, countertops, sinks, floor coverings, paint, attached fixtures, utility systems serving only the Unit, and the like) or the personal property or other contents thereof, all of which shall be insured by the Unit Owner pursuant to Section 13.4 hereof.



13.1.2 Commercial General Liability Insurance. The Association shall and maintain a policy of commercial general liability insurance covering the activities of the Association, its Board, employees, and agents and have a combined single limit of not less than \$2,000,000 per person and per occurrence and property damage liability insurance with a limit of not less than \$2,000,000 per accident or occurrence.

13.1.3 Workers Compensation and Employer's Liability Insurance. The Association shall cause the Management Company to purchase and maintain workers compensation and employer's liability insurance and all other similar insurance in respect to employees of the Association in the amounts and in the forms now or hereafter required by Applicable Law.

13.1.4 Directors' and Officers' Liability Insurance. Full coverage directors' and officers' liability insurance with a limit of at least Two Hundred Fifty Thousand Dollars (\$250,000) for the directors and officers of the Association. In addition, the Association shall cause the Management Company to purchase, in such amounts and in such form as the Board shall deem appropriate, coverage against liability on account of the Management Company's dishonesty of employees, officers and directors; destruction or disappearance of money or securities; and forgery.

13.1.5 Other. The Association may obtain insurance against such other risks, of a similar or dissimilar nature, including errors and omissions insurance for the actions of the Board, as it shall deem appropriate with respect to the Buildings, including any personal property of the Association located thereon.

**13.2 Form.** Casualty insurance on the Project shall be carried in a form or forms naming the Association as the insured as trustee for the Owners, which policy or policies shall specify the interest of each Owner (Owner's name, Unit number, and 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 priority Mortgagees of Owners which from time to time shall give notice to the Association of such Mortgages, such proceeds to be used in accordance with this Declaration. Each policy shall also provide that it cannot be canceled by either the insured or the insurance company until after thirty (30) days' prior written notice is first given to each Owner and to each first priority Mortgagee requesting such notice. The Association shall furnish to each Owner and to Grantor 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 payment 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 insured Owners not guilty of any such act or omission, shall not be invalidated or suspended and shall remain in full force and effect.

The commercial general liability policy shall name Grantor, the Management Company, and the Association as the insured, with the Association 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 Building.

**13.3 Insurance Proceeds.** The Association shall receive the proceeds of any casualty insurance payments received under policies obtained and maintained pursuant to this Section and as provided in Section 14 hereof. In the event: (a) Owners representing eighty percent (80%) or more of the total voting power in the Association; and (b) more than fifty percent (50%) of all first priority Mortgagees elect not to rebuild the Project, the insurance proceeds shall be distributed to the Owners based on the ownership percentage of each Owner at the time of the casualty.

**13.4 Owner's Own Insurance.** Each Owner shall obtain and maintain at its own expense, insurance providing coverage in the event of damage or destruction to the Owner's Unit, regardless of the cause of such damage or destruction, and covering such other risks as Owner may deem appropriate. The foregoing insurance shall be in such amounts as shall provide for full replacement of the Owner's Unit, including all betterments and improvements made to thereto (including cabinets, countertops, sinks, floor coverings, paint, attached fixtures, and the utility systems serving only the Unit), and all personal property located therein and the contents thereof. Each Owner shall also obtain and maintain liability insurance covering all occurrences commonly insured against death, bodily injury, and property damage, with a per limit occurrence of not less than \$500,000.00 and an annual aggregate limit of not less than \$1,000,000.00, arising out of or in connection with the use, ownership, or maintenance of the Owner's Unit. All policies carried by each Owner pursuant to this Section 13.4 shall: (a) name the Association and the Grantor as additional insureds with rights to enforce; (b) be without contribution with respect to any insurance maintained by the Association for the benefit of all Unit Owners; and (c) provide that the insurer waives any and all rights of subrogation as against the Association, the Grantor, each other Owner.

**13.5 Mutual Waiver of Subrogation Rights.** Whenever: (a) any loss, cost, damage, or expense resulting from fire, explosion, or any other casualty or occurrence is incurred by either by the Grantor, Association, or Owner, or anyone claiming by, through, or under the Grantor, Association, or Owner in connection with the Project; and (b) the Grantor, Association, or such Owner is then covered or required to be covered under this Declaration to be so insured in whole or in part by insurance with respect to such loss, costs, damage, or expense, then the party so insured (or so required) hereby releases the other parties from any liability said other parties may have on account of such loss, costs, damage, or expense to the extent of any amount recovered by reason of such insurance (or which could have been recovered had such insurance been carried as so required) and waives any right of subrogation which might otherwise exist in or accrue to any Person on account thereof, provided that such release of liability and waiver of the right of subrogation shall not be operative in any case where the effect thereof is to invalidate such insurance coverage. Grantor, the Association, and each Owner shall obtain and furnish evidence to the other Party of the waiver by its insurance carrier(s) of any right of subrogation.

## SECTION 14 CASUALTY, DAMAGE OR DESTRUCTION

**14.1 Affects Title** Title to each Condominium is hereby made subject to the terms and conditions hereof, which bind the Grantor and all subsequent Owners, whether or not it is expressed in the deed by which any Owner acquires a Condominium.

**14.2 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 their Condominium upon the Condominium's damage or destruction as hereinafter provided. Acceptance by any grantee of a deed from the Grantor or from any Owner shall constitute such appointment.

**14.3 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 an Owner which may be necessary or appropriate to exercise the powers herein granted. Repair and reconstruction of the improvements as used in succeeding Sections means restoring the Condominiums, including the site improvements, equipment and facilities therein, 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: (a) Owners representing eighty percent (80%) or more of the total voting power in the Association; and (b) more than fifty percent (50%) of all first priority Mortgagees agree not to rebuild in accordance with the provisions set forth hereinafter.

**14.4 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 of the costs of repair or reconstruction of that part of the Project damaged or destroyed.

**14.5 Repair or Reconstruction**. As soon as practicable after receiving these estimates, the Association shall diligently pursue to completion the repair or construction 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 five percent (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 without the written consent of all affected Owners, and the location of the Units shall be substantially the same as prior to damage or destruction.

**14.6 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 Section 9.4 hereof, may levy in advance a Special Assessment sufficient to provide funds to pay such estimated or actual costs of repair or reconstruction. Such Special

Assessments shall be allocated and collected as provided in that Section. Further levies may be made in like manner if the amounts collected prove insufficient to complete the repair or reconstruction.

**14.7 Disbursement of Funds for Repair or Reconstruction.** The insurance proceeds held by the Association and the amounts received from the assessments provided in Section 14.6 constitute a fund for the payment of costs of repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for the 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 requiring repair and/or reconstruction of such Owner's Unit in proportion to the contributions by such Owner pursuant to the assessments by the Association under Section 14.6 of this Declaration.

**14.8 Decision not to Rebuild.** If eighty percent (80%) or more of the Owners and more than fifty percent (50%) of the first priority Mortgagees agree not to rebuild, the Project shall be sold. All insurance proceeds and all sale proceeds shall be apportioned among the Owners in the same proportions as their share of the Common Area as provided in Exhibit D; and such apportioned proceeds shall be paid into separate accounts, each such account representing one (1) 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 15 CONDEMNATION**

**15.1 Consequences of Condemnation.** If at any time or times during the continuance of the condominium ownership regime 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 of this Section shall apply.

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

**15.3 Complete Taking.** In the event that all of the Units are taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership regime pursuant hereto shall terminate. The Condemnation Award shall be apportioned among the Owners in the same proportions as their share of the Common Area as provided in Exhibit D, provided that if a standard different from the value of the Condominiums 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 and pay such amounts as soon as practicable.

**15.4 Partial Taking.** In the event that less than all of the Units are taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership regime 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:

15.4.1 **Allocation to Common Area.** The total amount allocated to taking of or injury to the Common Area shall be apportioned among the Owners in the same proportions as their share of the Common Area as provided in Exhibit D;

15.4.2 **Allocation to Condominiums.** The total amount allocated to severance damages shall be apportioned to those Condominiums which were taken or condemned as follows: (a) the respective amounts allocated to the taking of or injury to a particular Unit and/or improvements an Owner has made within the Owner's own Unit shall be apportioned to the particular Unit involved; and (b) the total amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Board, in its reasonable opinion, 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.

**15.5 Reorganization.** In the event a partial taking results in the taking of a complete Unit, then, upon the distribution of such Owner's apportioned proceeds, the Owner thereof automatically shall cease to be a member of the Association. Thereafter the Association shall re-allocate the ownership, voting rights and assessment ratio determined in accordance with this Declaration according to the same principles employed in this Declaration at its inception and shall submit such re-allocation to the remaining Owners for approval and amendment of this Declaration as provided in Section 20.1 hereof.

**15.6 Reconstruction and Repair.** Any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified in Section 14 above.

## **SECTION 16 DISCLAIMERS, WAIVERS, AND ACKNOWLEDGMENTS**

**16.1 Disclaimer and Waiver of Warranties.** Without limiting any other provision in this Declaration, by acceptance of deed to a Condominium, each Owner shall conclusively be deemed to understand, and to have acknowledged and agreed to, all of the following:

16.1.1 That Grantor hereby disclaims any and all warranties, express and implied, including without limitation the implied warranty of habitability and the implied warranty of fitness for a particular purpose, and by acceptance of a deed to a Condominium, each Owner waives and releases Grantor with respect to any such warranties;

16.1.2 That the Project is or may be located within or nearby certain airplane flight patterns, and/or subject to levels of airplane traffic noise; and that Grantor hereby specifically disclaims any and all representations and warranties, express and implied, arising from or relating to airplane flight patterns, and/or airplane traffic noise; and each Owner hereby waives and releases

Grantor from any and all claims arising from or relating to airplane flight patterns or airplane traffic noise;

16.1.3 That the Project is or may be located adjacent to or nearby roadways and subject to levels of traffic thereon, and to noise, dust, and other nuisances arising from such roadways and levels of traffic; that Grantor hereby specifically disclaims any and all representations and warranties, express and implied, arising from or related to such roadways and levels of traffic thereon, and to noise, dust, and other nuisances arising from such roadways and levels of traffic; and each Owner hereby waives and releases Grantor from any and all claims arising from or related to roadways and levels of traffic thereon, and to noise, dust, and other nuisances arising from such roadways and levels of traffic;

16.1.4 That construction and installation of improvements by Grantor or other Owners, or third parties, may involve the operation of noisy equipment, generate dust, and may impair or eliminate the view, if any, of or from any Unit and/or Common Areas; and each Owner hereby waives and releases Grantor from any and all claims arising from or relating to such construction and installation, view impairment or elimination including but not limited to, any claims for nuisance or health hazards;

16.1.5 That construction is an industry inherently subject to variations and imperfections, and items that do not materially affect safety or structural integrity shall be deemed “**Expected Minor Flaws**” (including, but not limited to: reasonable wear, tear or deterioration; shrinkage, swelling, expansion or settlement; squeaking, peeling, chipping, cracking, or fading; touch-up painting; minor flaws or corrective work; and like items) and not constructional defects; and that and each Owner hereby waives and releases Grantor from any and all claims arising from or relating to such Expected Minor Flaws; and

16.1.6 That creation of the Project shall not create any presumption, or duty whatsoever of Grantor with regard to security or protection of Person or property within or adjacent to the Project; and each Owner hereby waives and releases Grantor from any and all claims arising from or related to such security or protection, or lack thereof.

## SECTION 17 RESOLUTION OF DISPUTES

**17.1 Agreement to Avoid Litigation.** Grantor, the Association and the Owners agree that it is in their best interests to provide a fair, impartial, and expeditious procedure for the resolution of disputes related to the Condominium Documents instead of costly, lengthy, and unpredictable litigation. Accordingly, Grantor, the Association (including its Board, officers, and committee members), each Owner and any party claiming a right or interest under the Condominium Documents (each, a “**Bound Party**”) agree to encourage the efficient resolution of disputes within the Project without the emotional and financial costs of litigation. Each Bound Party therefore covenants and agrees that all claims, grievances, or disputes arising out of or relating to the interpretation, application, or enforcement of the Condominium Documents or the rights, obligations, or duties of any Bound Party under the Condominium Documents (“**Claims**”) shall be subject to the provisions of Section 17.3 unless exempt under Section 17.2. All Claims shall be subject to resolution pursuant to this Section 17 as a condition precedent to the institution or continuation of any legal or equitable proceeding; provided, however, any Bound Party may

proceed in accordance with applicable law to comply with any notice or filing deadlines prior to resolution of the Claim

**17.2 Exemptions.** None of the following Claims shall be subject to this Section 17 unless all Bound Parties thereto agree in writing to submit such Claim to the dispute resolution procedures set forth in this Section 17:

17.2.1 Any Claim by the Association against any Bound Party to enforce the obligation to pay any Assessment to the Association under the Condominium Documents;

17.2.2 Any Claim by Grantor or the Association to obtain injunction or equitable relief to enforce any provision of the Condominium Documents;

17.2.3 Any Claim between Owners where the Grantor or the Association are not a party thereto, which Claim would constitute a cause of action independent of the Condominium Documents;

17.2.4 Any Claim in which any indispensable party is not a Bound Party;

17.2.5 Any Claim against a Released Party that would be barred by Section 8.9;

17.2.6 Any Claim which otherwise would be barred by Applicable Law (such as, for example, the applicable statute of limitations); or

17.2.7 Any Claim arising out of or relating to the interpretation, application or enforcement of any purchase, sale or construction agreement with Grantor or any builder related to the construction of improvements within the Project, or the rights, obligations, or duties of any Bound Party under such agreements, it being understood that Applicable Law and the provisions of such agreements shall control the resolution of any claims or disputes related thereto.

### **17.3 Dispute Resolution.**

17.3.1 Direct Discussions. Any Bound Party having a Claim against any other Bound Party shall notify such party(ies) of the Claim in writing, stating plainly and concisely the following: (a) the nature of the Claim; (b) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises); (c) the basic facts supporting the allegations in the Claim; (d) the other Persons involved in the Claim or with personal knowledge of the facts alleged; and (e) the claimant's proposed remedy, including the specific monetary amounts (if any) demanded. The Bound Parties to the Claim shall make reasonable efforts to meet in person to resolve the Claim by good faith discussions and negotiations – it being understood that the best opportunity to achieve a fair and satisfactory resolution to a Claim is ordinarily through early discussions and negotiations held in good faith.

17.3.2 Dispute Resolution. If the Bound Parties to a Claim are unable to resolve the Claim through direct discussions within a reasonable time, either Bound Party may submit the Claim to the Board for assistance in resolving the Claim. In such event, the Board may, by notice to each Bound Party to the Claim within thirty (30) days of its receipt of a request for assistance:

17.3.2.1 Order the Bound Parties to continue direct discussions and negotiations for a period of up to thirty (30) days. If the Claim is not resolved in such period, any Bound Party may request the Board's further assistance to resolve the Claim;

17.3.2.2 Order the Bound Parties to mediate the Claim with an independent real estate attorney, real estate professional, or judge selected by the Board. The mediator shall set the rules of the mediation. Any party to the mediation can invite additional parties to the mediation if the presence of such additional party is required for a complete resolution of any Claim. The parties shall share the mediator's fee and any filing fees equally. Unless otherwise agreed, the mediation shall be held within thirty (30) days of the order for mediation and shall be held in a neutral location near the Project selected by the mediator. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. If the mediation does not resolve the Claim, the Bound Parties may proceed to litigation of the Claim in any court of competent jurisdiction;

17.3.2.3 Order the Bound Parties to settle the Claim through arbitration by a single arbitrator conducted in accordance with the Idaho Uniform Arbitration Act (Idaho Code, Title 7, Chapter 9) except as otherwise provided herein. The arbitrator shall be any independent real estate attorney or judge appointed by the Board. The arbitrator shall set the rules of the arbitration. The arbitrator may, in its discretion, order parties to produce documents relevant to the dispute and may order written discovery and depositions (but with care to avoid burdensome discovery or depositions). The arbitrator shall endeavor to hold the arbitration at mutually convenient times and locations; provided, however, the arbitrator shall endeavor to complete the arbitration within forty-five (45) days after appointment of the arbitrator. The parties shall bear their own attorneys' fees (if any) and share the arbitrator's fees equally; provided, however, the arbitrator may award costs, arbitrator's fees and attorneys' fees to the substantially prevailing party. The arbitrator's award shall be final, and judgment may be entered upon it in accordance with Applicable Law in any court having jurisdiction thereof

17.3.2.4 If the Claim is within the jurisdiction of the Small Claims Department of the Magistrate Division (currently, monetary claims for \$5,000 or less), order a Bound Parties to file such Claim exclusively therein;

17.3.2.5 Elect to exempt the Claim from this Section 17, at which time the Bound Parties are free to exercise any right or remedy in accordance with Applicable Law.

If the Board fails to notify the Bound Parties within thirty (30) days of its receipt of a request for assistance, the Board shall be deemed to have elected to exempt the Claim from this Section 17.

17.3.3 Enforcing Resolutions. If the Bound Parties resolve any Claim through mediation or arbitration pursuant to this Section 17 and any Bound Party thereafter fails to abide by the terms of such resolution (i.e., settlement agreement or arbitrator's award), then any other Bound Party may take any legal or other action to enforce such settlement agreement or arbitrator's award without the need to comply again with the procedures set forth in this Section 17. In such event, the Bound Party taking action to enforce the resolution shall be entitled to recover from any non-complying Bound Party all costs and attorneys' fees reasonably incurred in such enforcement.



## SECTION 18 INITIAL DEVELOPMENT PERIOD

**18.1 Project Management.** Each Owner recognizes that the Project will require a high level of knowledge, effort, judgment, diligence, and attention during the Initial Development Period, and that level is beyond what can reasonably be expected from Project volunteers. Accordingly, each Owner agrees that it is in the best interest of the Project for Grantor to have full management authority for the Project during the Initial Development Period, including the sole and exclusive right to appoint, remove, and replace directors of the Board, and to fill vacancies on the Board, at any time and from time-to-time in Grantor's sole discretion by virtue of its voting rights as the Class B Member.

**18.2 Grantor Exemptions.** Grantor may, from time-to-time in Grantor's discretion and without first seeking or obtaining the approval of Association:

18.2.1 Make modifications or improvements to the Common Area as Grantor deems appropriate, and may also may modifications or improvements to any Unit prior to the conveyance thereof as Grantor deems appropriate;

18.2.2 Place or authorize signs of such size, design, and number as Grantor deems appropriate for the initial development of the Project, including signs to identify the Project, display information pertaining to the Project, display information or instructions to builders, advertise Condominiums for sale (including sale events and open houses), and to advertise Project elements or events;

18.2.3 Use or allow any third party to use any Condominium as a model home, sales office, or construction office;

18.2.4 Place or authorize portable or temporary structures upon the Common Area of the Project, and otherwise allow the Common Area to be used as a construction storage yard; and

18.2.5 Establish or reserve such additional covenants, conditions, restrictions, or easements on any Condominium prior to conveyance thereof as Grantor deems necessary or convenient for the development of the Condominium or Project.

**18.3 Water Rights Appurtenant to Project.** Grantor owns or may own certain water rights which are appurtenant to the Project. Grantor hereby reserves unto itself any and all water rights appurtenant to the Project, and Owners of any and all Condominiums accordingly shall have no right, title, or interest in any of said water or water rights.

**18.4 Grantor's Exemption from Assessments.** If Grantor owns any Condominiums during the first two (2) years following the date Assessments are first assessed against the Owners of Condominiums, Grantor shall not be assessed any Regular Assessments or Special Assessments for any Condominiums owned by Grantor. If Grantor owns at least one Condominium during such period, Grantor shall pay the shortfall, if any, in the operating Expenses of the Association; provided, however, such obligation shall not exceed the amount that the Regular Assessments and Special Assessments that Grantor would otherwise be assessed as an Owner multiplied by the total number of Condominiums owned by Grantor on the date Regular Assessments or Special

Assessments are assessed against the Owners of Condominiums. After the foregoing period, Grantor shall be assessed Regular Assessments and Special Assessments for each Condominium owned by Grantor.

**18.5 Assignment of Grantor's Rights.** Grantor may assign any or all of its rights under the Condominium Documents to any Person in a written instrument(s) that contains the assignee's acceptance of such assignment and agreement to assume any of Grantor's obligations pertaining to the rights assigned, which acceptance and assumption shall be effective upon the recordation of such written instrument(s) recorded in the real property records of Blaine County, Idaho. Grantor shall promptly provide a copy of the recorded instrument to the Association and, thereupon, be released from Grantor's obligations pertaining to the rights assigned and the obligations assumed.

## **SECTION 19 TERM**

The easements created by this Declaration shall be perpetual, subject only to extinguishment by the holders of such easements as provided by Applicable Law. The remainder of this Declaration shall for a period of thirty (30) years commencing on the Effective Date, unless earlier amended or terminated in accordance with Section 20.1, and thereafter shall be automatically extended for successive periods of ten (10) years each, unless earlier amended or terminated in accordance with Section 20.1.

## **SECTION 20 MISCELLANEOUS**

### **20.1 Amendment.**

20.1.1 Amendment. During the Initial Development Period, Grantor shall have the exclusive right to amend or terminate this Declaration by executing a written instrument setting forth such amendment or termination and the same shall be effective upon the recordation thereof with the Blaine County Recorder's Office. After the expiration of the Initial Development Period, any amendment to this Declaration or termination hereof shall be by a written instrument setting forth such amendment or termination, signed and acknowledged by the president and secretary of the Association certifying and attesting that such amendment or termination has been approved by the vote or written consent of Members representing more than sixty-five percent (65%) of the total voting power in the Association, and the same shall be effective upon the recordation thereof with the Blaine County Recorder's Office.

20.1.2 Effect of Amendment. Any amendment or termination of this Declaration approved in the manner specified above shall be binding on and effective as to all Owners notwithstanding that such Owners may not have voted for or consented to such amendment or termination. Such amendment may add to and increase the covenants, conditions, restrictions, and easements applicable to the Project but shall not prohibit or unreasonably interfere with the allowed uses of such Owner's Condominium which existed prior to the said amendment.

20.1.3 Mortgagee Protection. Notwithstanding anything to the contrary in this Declaration, any amendment that may be of a material adverse nature to first-lien Mortgages must be approved by first-lien Mortgagees that represent at least fifty-one percent (51%) of the voting power of Units that are subject to first-lien Mortgages (where each first-lien Mortgagee has one vote per first-lien Mortgage owned). Any Mortgagee will be deemed to have given its implied approval of any amendment

proposal if the Mortgagee fails to submit a response to any written proposal for an amendment within sixty (60) days after the Mortgagee receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a “return receipt” requested.

**20.2 Mortgage Protection.** Upon written request to the Association from any holder, insurer, or guarantor of any first Mortgage stating its name, address and the Unit number or address of the Unit on which it has its first Mortgage, said holder, insurer, or guarantor of a first Mortgage encumbering a Unit shall be entitled to notice of the following:

20.2.1 Any condemnation or casualty loss that affects either a material portion of a Building or a Unit encumbered by such first Mortgage;

20.2.2 Any sixty (60) day delinquency in the payment of Assessments or charges owed by the Owner of any Unit on which it holds a first Mortgage;

20.2.3 A lapse, cancellation, or material modification of any insurance policy maintained by the Association; and

20.2.4 Any proposed action that requires the consent of a specified percentage of eligible Mortgage holders.

**20.3 Enforcement and Non-Waiver.**

20.3.1 Right of Enforcement. Except as otherwise provided herein, any Owner, the Association, and Grantor shall each have the right to enforce any or all of the provisions of this Declaration against any Condominium or any part or portion of the Project and against the Owners thereof. The failure of any Owner or Occupant to comply with Applicable Law pertaining to the ownership, use, or occupancy of any Condominium or other portion of the Project, or to comply with any provision of the Condominium Documents, is hereby declared a nuisance and gives rise to a cause of action (subject to Section 17) in Grantor, the Association (on its own and/or on behalf of any consenting Owners) and any affected Owner for recovery of damages or for negative or affirmative injunctive relief or both enforce the provisions hereof only as set forth in this Declaration. Each remedy provided herein is cumulative and not exclusive. If any party initiates or defends any legal action or proceeding to interpret or enforce any of the terms of this Declaration, the substantially prevailing party shall be entitled to recover any costs and attorneys’ fees reasonably incurred therein

20.3.2 Non-Waiver. Failure of the Grantor or the Board to insist upon strict compliance with this Declaration or other Condominium Documents, or to exercise any right contained in such documents, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment of the right to insist on compliance in the future with any term, covenant, condition or restriction. The receipt by the Board of payment of an Assessment from an Owner, with knowledge of a breach by the Owner, shall not be a waiver of the breach. No waiver by the Board of any requirement shall be effective unless expressed in writing and signed for by the Board.

**20.4 Registration of Mailing Address.** Each Owner shall register such Owner’s email address mailing address with the Association and all notices or demands intended to be served

upon any Owner shall be sent by United States Mail postage prepaid, addressed in the name of the Owner at such registered mailing address. If an Owner fails to provide the Association with a valid address, all notices shall be sent to that Owner's address on record with the Blaine County Assessor's office. 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's registered agent on file with the Idaho Secretary of State. 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 such address, the Mortgagee shall not be entitled to receive any 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.

**20.5 Interpretation.** The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Project. This Declaration shall be construed and governed under the laws of the State of Idaho without regard to its conflicts of law principles, and the following:

20.5.1 **Restrictions Construed Together.** All of the provisions hereof shall be liberally construed together to promote and effectuate the fundamental concepts of the development of the Project as set forth in the recitals to this Declaration.

20.5.2 **Restrictions Severable.** Notwithstanding the provisions of the foregoing Section 20.5.1, each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision herein.

20.5.3 **Singular Includes Plural.** Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter. As used herein, the word "including" shall be deemed to be followed by "but not limited to" unless otherwise indicated.

20.5.4 **Captions.** All captions, titles and the table of contents used in this Declaration are intended solely for convenience of reference and shall not affect that which is set forth in any of the provisions hereof.

20.5.5 **Board Interpretation.** In the event that any provision of this Declaration is deemed ambiguous on any matter, the Board's interpretation such provision shall be given deference so long as the interpretation is not arbitrary or capricious.

**20.6 Owner's Obligations Continue.** All obligations of the Owner under and by virtue of the provisions contained in this Declaration shall continue, notwithstanding that such Owner may have leased, rented or entered a contract of sale of his interest as provided herein, but the Owner of a Condominium shall have no obligation for Assessments or other obligations accruing after the Owner conveys such Condominium.

**20.7 Exhibits.** All exhibits attached hereto are incorporated herein as if set forth in full herein. However, in the event of any conflict between such exhibits and the text of the Declaration, the Declaration shall control.

**20.8 Acknowledgement and Waivers.** All Owners expressly acknowledge that there are no understandings, representations, warranties or promises of any kind that have been made to induce the Owners from owning Units in the Project except as set forth in this Declaration or any other written valid and binding agreement between the Grantor and the Owners, that this Declaration or any other written valid and binding agreement (including without limitation the other Condominium Documents) between the Grantor and the Owners sets forth in full the entire agreement between the parties and governing the Project, and the Owners have not relied on any verbal agreement, statement, representation, warranty or other promises that is not expressed in writing in this Declaration or any other written valid and binding agreement between the Grantor and the Owners. Except as may be set forth in any written agreement between Owner and Grantor, each Owner has acquired and accepted its Condominium Unit “as is, where is” with all faults.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS.]*

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The undersigned, holder of a recorded security interest in the Property, hereby consents to the recordation of the Plat and this Declaration.

\_\_\_\_\_ **Bank,**  
a national banking association

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

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

This record was acknowledged before me on \_\_\_\_\_, 2021, by \_\_\_\_\_,  
\_\_\_\_\_ as [capacity] of [Bank Name].

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
Residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**EXHIBIT A**

**Legal Description of the Property**

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**EXHIBIT B**

**Plat of 1st and Sun Valley**

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**EXHIBIT C**

**Articles of Incorporation**

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**EXHIBIT D**

**Interest in Common Area**

<b><u>Unit #</u></b>	<b><u>S.F.</u></b>	<b><u>% Ownership in Common Area</u></b>
Unit 1	1,813	20%
Unit 2	1,818	20%
Unit 3	1,779	20%
Unit 4	1,812	20%
Unit 5	1,762	20%
<b>Total</b>	<b>8,984</b>	<b>100.00%</b>

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**City of Ketchum  
Planning & Building**

**STAFF REPORT  
KETCHUM PLANNING AND ZONING COMMISSION  
MEETING OF MAY 24<sup>th</sup>, 2022**

**PROJECT:** Mountain Land Design Showroom & Residences

**APPLICATION TYPES:** Design Review Amendment & Condominium Subdivision Preliminary Plat

**FILE NUMBER:** P22-014

**REPRESENTATIVES:** Michael Doty, Architect, Michael Doty Associates and Bruce Smith, P.L.S, Alpine Enterprises

**PROPERTY OWNER:** 360 Views LLC

**LOCATION:** 111 N Washington Avenue (Ketchum Townsite: Block 39: Lot 4)

**ZONING:** Mixed-Use Subdistrict of the Community Core (CC-2)

**OVERLAY:** None

**NOTICE:** 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 May 4<sup>th</sup>, 2022. The public hearing notice was published in the Idaho Mountain Express the on May 4<sup>th</sup>, 2022. A notice was posted on the City's website on May 4<sup>th</sup>, 2022. The public hearing notice was posted on the project site on May 17<sup>th</sup>, 2022.

**MOUNTAIN LAND DESIGN REVIEW AMENDMENT & CONDOMINIUM SUBDIVISION PRELIMINARY PLAT**

The project before the Commission consists to two parts: (1) proposed modifications to the project plans approved by the Planning and Zoning Commission for Design Review Permit P20-027 and (2) a Condominium Subdivision Preliminary Plat application to subdivide the mixed-use building into 4 units and associated common area.

**Project History and Background**

The Planning and Commission first reviewed and approved a Design Review application for the Mountain Land Design Showroom & Residences on August 13<sup>th</sup>, 2019. At that time, the plans proposed an addition and exterior façade upgrades to the existing building on the property. The existing building was constructed in 1983 and was occupied by Solavie Spa Retreat. Demolition work exposed structural deficiencies that made the addition unfeasible. The applicant then proposed a complete tear down of the existing spa to construct the new mixed-use building.

The Commission approved Design Review Permit P20-027 on June 8<sup>th</sup>, 2020 for the new mixed-use building located at 111 N Washington Avenue within the Mixed-Use Subdistrict of the Community Core (CC-2 Zone). The mixed-use building as approved by the Commission includes a showroom on the ground level, four residential units consisting of two multi-family residential units on the second floor, a penthouse residential unit on the third floor, and a community housing unit in the basement. The project has underground parking garage.

The Ketchum City Council approved Floor Area Ratio (FAR) Exceedance Agreement Contract #20491, recorded as Instrument number #671206 in records of Blaine County, on July 20<sup>th</sup>, 2020. The FAR Exceedance Agreement memorialized the applicant’s community housing requirement in exchange for the project’s increased FAR. The applicant will provide a 978-square-foot community housing unit with an associated 59-square-foot storage area in the basement of the new mixed-use building targeted for Blaine County Housing Authority Income Category 4 or lower.

The project was issued a building permit (Application File No. B20-060) on August 3<sup>rd</sup>, 2020 and is currently under construction. The mixed-use development was not contemplated to be subdivided into condominium units for individual sale when the project was entitled.

**PROPOSED MODIFICATIONS TO DESIGN REVIEW PERMIT P20-027**

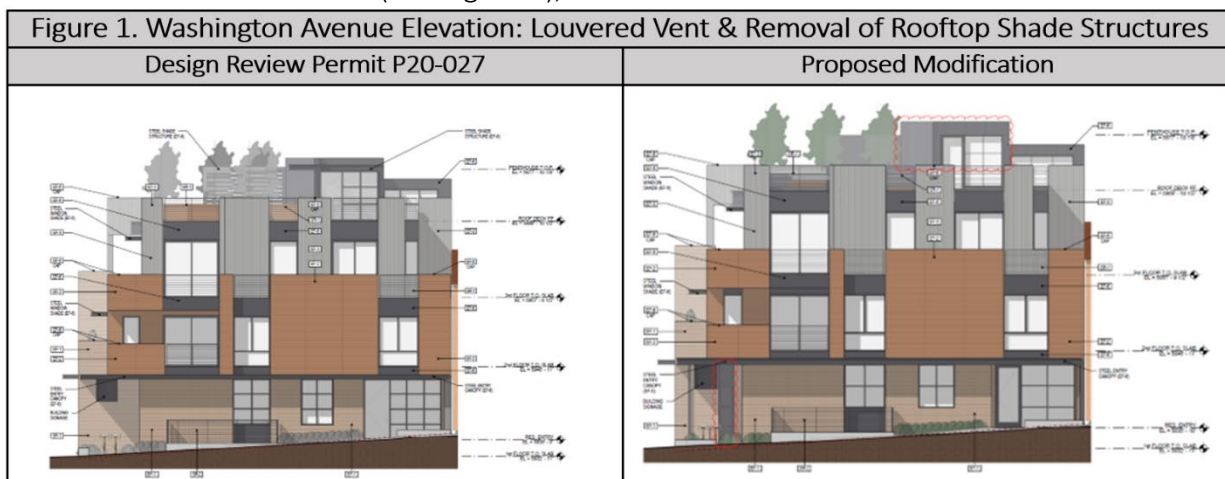
The proposed modifications to the project plans approved with Design Review Permit P20-027 and associated subdivision application, propose to reduce the residential density of the project that was approved by the Planning and Zoning Commission. The applicant is proposing to combine two multi-family dwelling units on the second floor into one residential unit. As the requested change decreases residential density, Staff determined that the proposed amendment does not qualify as a minor modification and is subject to the Commission’s review and approval.

In addition to the proposed request to combine two of the residential units, the applicant has proposed minor exterior and interior changes. The proposed modifications are circled in red on the project plans attached as Exhibit A to the Staff Report.

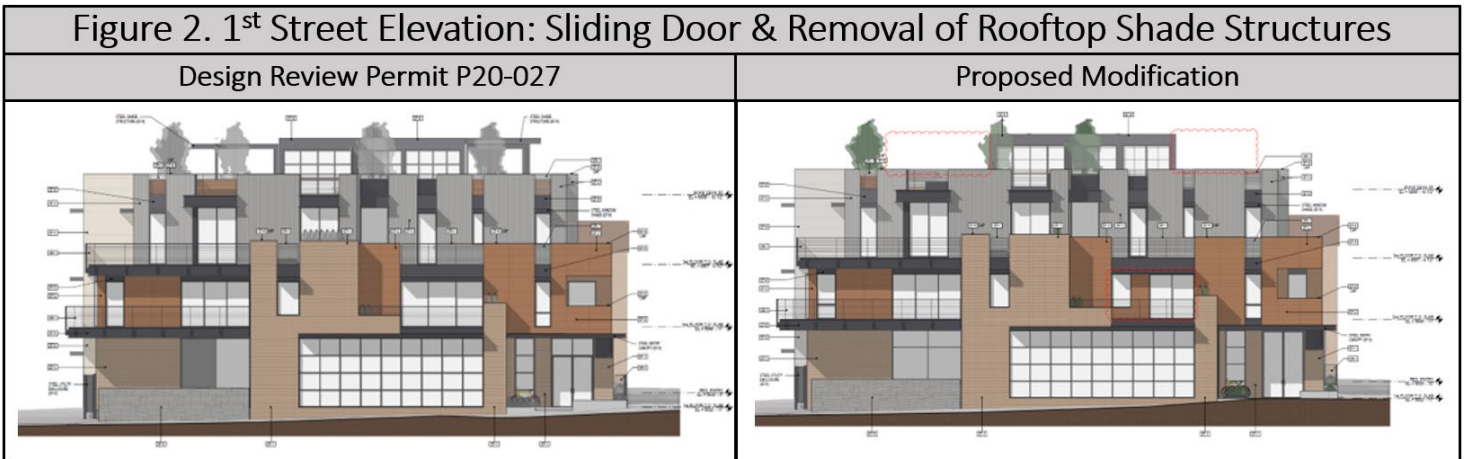
**Exterior Minor Modifications**

The proposed exterior modifications include:

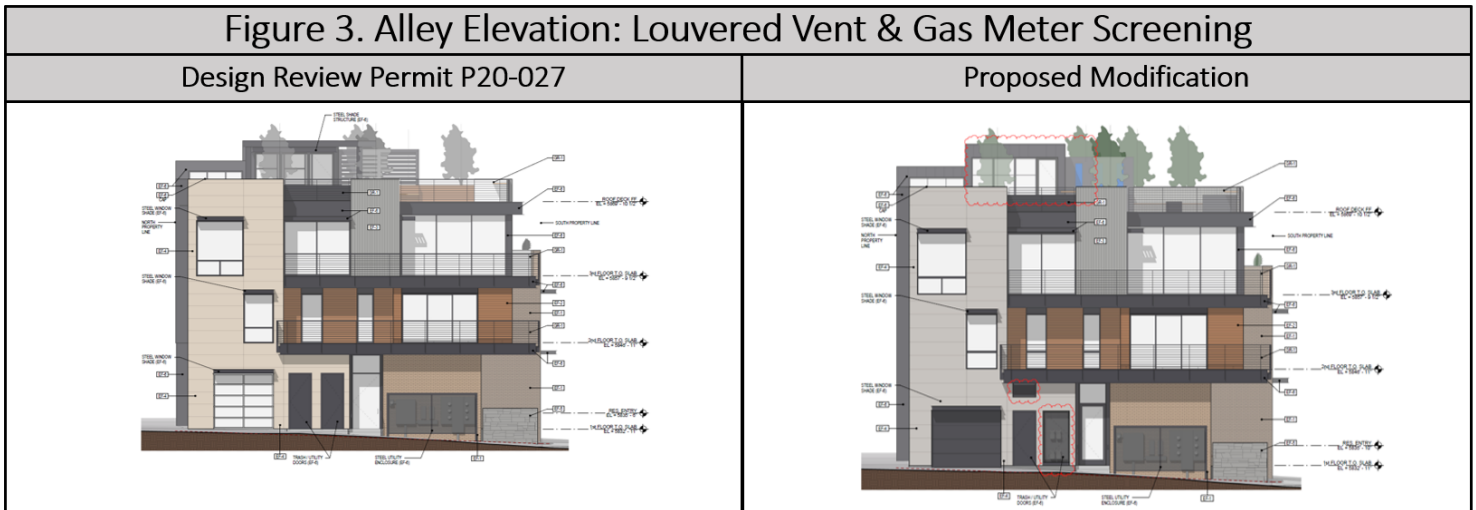
- adding louver vents adjacent to the entry patio and above the trash door at the alley for ventilation of the underground garage as well as exhaust from demonstrations of ventilation hoods in the showroom (See Figure 1),



- replacing the three-panel glass door at the 1<sup>st</sup> Street elevation on the second floor with a two-panel glass sliding door (See Figure 2),

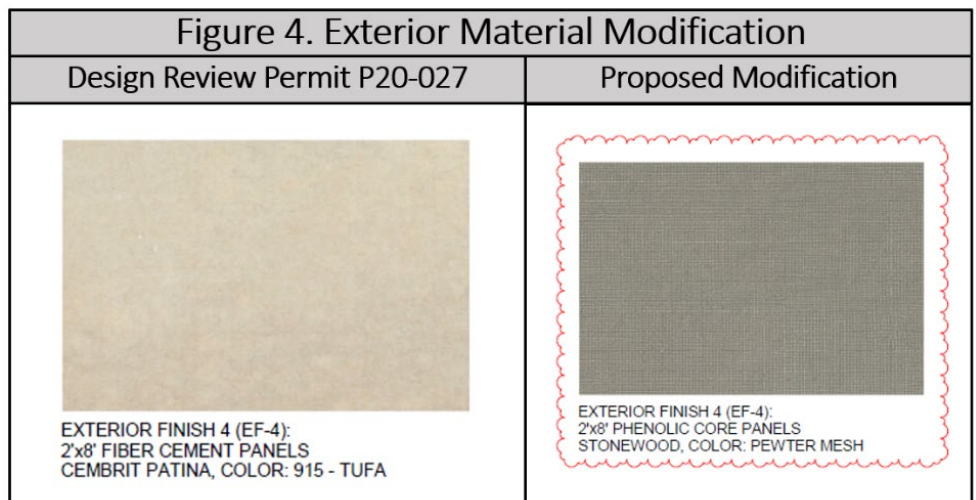


- modifying the gas meter enclosure at the alley elevation from solid to perforated material to comply with Intermountain Gas requirement (See Figure 3),



- removing the rooftop shade structures (See Figures 1 & 2), and
- replacing the tan fiber cement panels with gray Stonewood phenolic core panels (See Figure 4).

These proposed exterior changes do not increase the intensity or size of the building or appendage to the building. The removal of the rooftop shade structures decrease the visual appearance



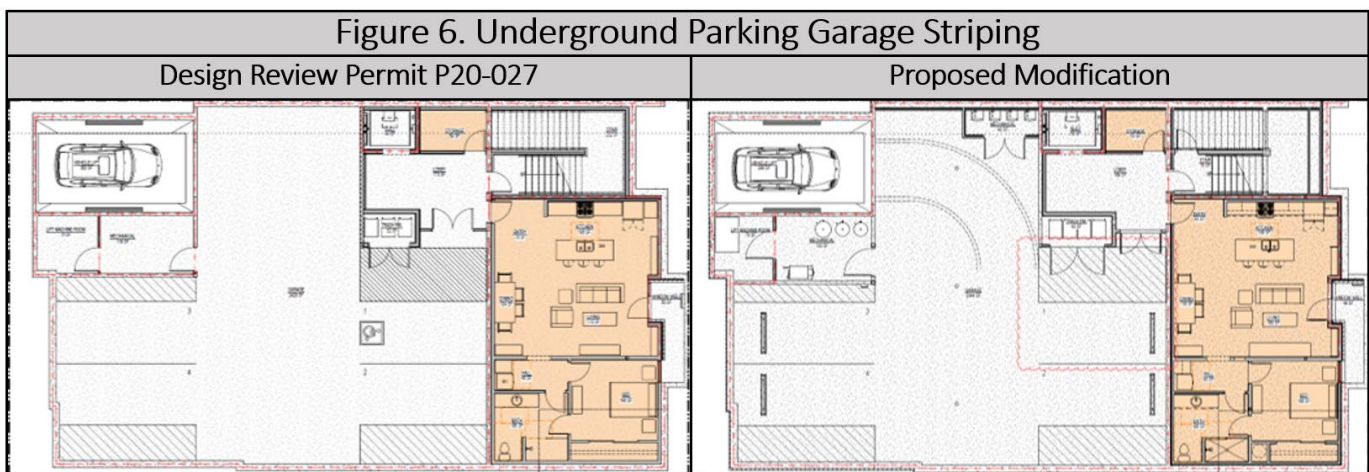
of building mass. These changes comply with design review standards. The perforated metal screening adequately conceals the gas meters from public and complies with Ketchum Municipal Code §17.96.060.D2 and §17.96.070.C2.

### Underground Parking Garage Striping Modification

In addition to these exterior changes, the applicant has proposed modifying the underground parking garage striping to convert the ADA stall to a standard parking space. Figure 5 shows the project’s parking demand for the mixed-use building program as approved with Design Review Permit P20-027. The project did not generate any commercial parking demand as the ground-level retail showroom was exempt from providing parking pursuant to Ketchum Municipal Code §17.125.040.C1c. Figure 6 shows the proposed modifications to the underground parking garage striping.

Figure 5. Mountain Land Design Showroom & Residences Parking Demand			
Floor Level	Use	Area	Parking Demand
Basement	Community Housing Unit	978 square feet	community housing exempt (KMC §17.125.040.C1a)
Ground Floor	Retail Showroom	4,473 gross square feet	first 5,500 square feet of retail exempt (KMC §17.125.040.C1c)
Second Floor	Residential Unit A	1,948 square feet	1 parking space
	Residential Unit B	1,538 square feet	1 parking space
Third Floor	Penthouse Residential Unit	3,305 square feet	1 parking space
Total Project Parking Demand			3 parking spaces

ADA parking standards for multi-family residential developments is a building code requirement and is dependent on the total number of units within the building. The requirement to provide an on-site ADA parking space for this project will depend on the Commission’s action on the proposed amendments and the total number of residential units within the mixed-use building. The project may be required to provide an ADA parking space on-site if the total number of residential units triggers this requirement. The Building Official reviews project plans to ensure all ADA standards, including parking requirement, are met. Should the Commission choose to support the proposed modifications, Staff has added a recommended condition of approval that the Building Official shall verify that the project meets all ADA standards, including parking requirements, are met prior to approving the revised plans to amend Building Permit B20-060.



### **Proposed Residential Density Decrease**

The building program as approved by the Commission through Design Review Permit P20-027 included 4 residential units—1 community housing unit in the basement and 3 market-rate residential units on the second and third floors. The applicant has proposed to combine the 2 residential units on the second floor. The total area of the proposed combined residential unit on the second floor is 3,709 square feet.

The request to decrease the residential density does not align with the need for density in the downtown. The community housing unit in the basement approved by the Commission through Design Review Permit P20-027 was previously permitted although it does not align with the policy statement goal for of limiting below-grade uses to storage, mechanical, and parking.

The request to reduce the residential density to 3 units does not meet the community's goals and objectives to increase housing diversity and enhance vibrancy in downtown Ketchum. The mixed-use building is market-rate penthouses as only 2 of the 3 dwelling units are above grade. The project could accommodate significantly more dwelling units on the second and third floors. The total floor area of the upper-level penthouse units 7,014 square feet. This area could accommodate up to nine 750-square-foot dwelling units or four 1,500-square-foot units and four 750-square-foot units. Additional housing units would make this project more consistent with the community's vision and goals for downtown as detailed in the 2014 Comprehensive Plan. More residents would help activate the building by increasing opportunities for social interaction. Additional housing units would also increase the diversity and supply of housing in downtown Ketchum. Staff does not recommend the Planning and Zoning Commission approve the amendment to the approved design review application to reduce the approved number of residential units.

### **SUBDIVISION: CONDOMINIUM SUBDIVISION PRELIMINARY PLAT**

The Condominium Subdivision Preliminary Plat Application will subdivide the mixed-use building into 4 units and associated common area. The preliminary plat map is attached as Exhibit B to the Staff Report. As conditioned, the request to subdivide meets all applicable standards for Condominium Preliminary Plats outlined in Ketchum Municipal Code's Subdivision (Title 16) and Zoning (Title 17) Zoning regulations.

*Garage: All garages shall be designated on the preliminary and final plats and on all deeds as part of the particular condominium units. No garage may be condominiumized or sold separate from a condominium unit (Ketchum Municipal Code §16.04.070.D).*

The spaces in the underground parking garage are designated as limited common area for the 2 upper-level residential units.

*Storage areas. Adequate interior storage space for personal property of the resident of each condominium unit (Ketchum Municipal Code §16.04.070.E).*

The community housing units includes a separate 59-square-foot storage unit within the basement. The condominium subdivision preliminary plat designates this storage area as limited common area for the community housing unit. The upper-level residential units are large with total floor areas exceeding 3,000 square feet. Adequate interior storage space for personal property of the residents of each penthouse may be accommodated within the dwelling units.



*Maintenance building. A maintenance building or room shall be provided of adequate size and location for the type and size of the condominium project for storage of maintenance equipment and supplies for common areas (Ketchum Municipal Code §16.04.070.F).*

The basement common area includes room for the storage of maintenance equipment and supplies by the trash room.

*Open space. The subdivider shall dedicate to the common use of the homeowners adequate open space of such shape and area usable and convenient to the residents of the condominium subdivision. Location of building sites and common area shall maximize privacy and solar access (Ketchum Municipal Code §16.04.070.G).*

The upper-level residential units have private balconies fronting Washington Avenue and 1<sup>st</sup> Street. The condominium subdivision preliminary plat also designates the rooftop deck as limited common area for the two penthouse dwelling units. The window well along Washington Avenue is required egress for the basement community housing unit. The window well feature provides the community housing unit with a 50-square-foot sunken patio as well as solar access.

## **Memorializing Uses**

### *Retail & Community Housing*

The project plans designate the ground-level commercial unit as a retail showroom for Mountain Land Design. Pursuant to Ketchum Municipal Code §17.125.040.C1c, the first 5,500 square feet of retail trade is exempt from providing parking. The applicant has taken advantage of this exemption and has not provided parking spaces for the commercial units on site. As such, the retail unit may not be converted to another commercial use that generates parking demand. Ketchum Municipal Code §17.124.040 encourages new development to include a reasonable supply of affordable and resident-occupied housing for sale or rent to help meet the demand and needs for housing of the community's workforce. The applicant has provided a 978-square-foot community housing unit with an associated 59-square-foot storage area within the basement of the mixed-use building in exchange for the FAR increase. Staff recommends the following conditions be placed on the Condominium Subdivision Preliminary Plat to memorialize the retail and community housing uses within the mixed-use building:

Condition No. 3: Unit 1 within the 360 View Condominiums shall be designated as a retail unit on the subdivision plat. In addition, the applicant shall add the following plat note: *Unit 1 is designated as retail and shall not be converted to another commercial use.*

Condition No. 4: The applicant shall add the following plat note: *Unit A is a deed-restricted community housing unit targeted for Blaine County Housing Authority Income Category 4 or lower. The configuration and floor area of this unit shall not be modified.*

## STAFF RECOMMENDATION

The request to amend the approved Design Review Permit to reduce the residential density to 3 units does not meet the city's goals and objectives to increase housing diversity and enhance vibrancy in downtown Ketchum. After considering the project plans, Staff's analysis, the applicant's presentation, and public comment, Staff recommends the Commission provide direction to Staff and the applicant on the proposed project modifications and condominium subdivision preliminary plat.

Should the Commission choose to support the proposed project modifications and condominium subdivision preliminary plat, Staff recommends the following conditions of approval. If the Commission approves the project, Staff would return with findings and conditions reflecting the Commission's decision.

## RECOMMENDED DESIGN REVIEW AMENDMENT CONDITIONS OF APPROVAL

1. The interior and exterior modifications are subject to the conditions of approval for Design Review Permit P20-027.
2. The Design Review Permit P20-027 is subject to Condominium Subdivision Preliminary Plat Application P22-014. All associated conditions of approval shall apply to the project.
3. The Building Official shall verify that the project meets all ADA standards, including parking requirements, are met prior to approving the revised plans to amend Building Permit B20-060.
4. This Design Review Amendment is based on the plans and information presented and approved at the meeting on the date noted herein. Building Permit plans for all on-site improvements must conform to the approved Design Review plans unless otherwise approved in writing by the Planning and Zoning Commission or the Administrator. Any building or site discrepancies which do not conform to the approved plans will be subject to removal.

## RECOMMENDED CONDOMINIUM SUBDIVISION PRELIMINARY PLAT CONDITIONS OF APPROVAL

1. The 360 Views Condominium Subdivision Preliminary Plat is subject to all conditions of approval associated with Design Review Permit P20-027.
2. 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.
3. Unit 1 within the 360 View Condominiums shall be designated as a retail unit on the subdivision plat. In addition, the applicant shall add the following plat note: *Unit 1 is designated as retail and shall not be converted to another commercial use.*
4. The applicant shall add the following plat note: *Unit A is a deed-restricted community housing unit targeted for Blaine County Housing Authority Income Category 4 or lower. The configuration and floor area of this unit shall not be modified.*

## EXHIBITS

- A. Design Review Amendment Application Submittal & Project Plans
- B. Condominium Subdivision Preliminary Plat Application & Supplemental Materials

Exhibit A

Design Review Amendment  
Application Submittal  
&  
Project Plans



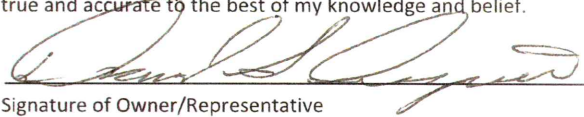
**City of Ketchum  
Planning & Building**

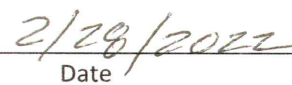
**Design Review Application**

OFFICIAL USE ONLY	
File No:	P20-027A
Date Received:	2/2/22
By:	S. P. [Signature]
Pre-Application Fee Paid:	
Design/Draw Fee Paid:	\$450.00
Approved Date:	
Denied Date:	
By:	
ADRE: Yes <input type="checkbox"/> No <input type="checkbox"/>	

APPLICANT INFORMATION			
Project Name: Mountain Land Design Showroom		Phone: (801) 415-1601	
Owner: Mountain Land Design; Dan Devenport		Mailing Address: 2345 S. Main Street, Salt Lake City, Utah 84115	
Email: ddevenport@mountainlanddesign.com			
Architect/Representative: Michael Doty Associates; Michael Doty		Phone: (208) 726-4228	
Email: mike@mda-arc.com		Mailing Address: PO Box 2792, Ketchum, Idaho 83340	
Architect License Number: AR-1612			
Engineer of Record: Konrad & Stohler; Dave Konrad		Phone: (208) 928-7810	
Email: kse@ksengr.net		Mailing Address: PO Box 4464, Ketchum, Idaho 83340	
Engineer License Number: P-8618			
<i>All design review plans and drawings for public commercial projects, residential buildings containing more than four (4) dwelling units and development projects containing more than four (4) dwelling units shall be prepared by an Idaho licensed architect or an Idaho licensed engineer.</i>			
PROJECT INFORMATION			
Legal Land Description: Lot 4, Block 39, Ketchum Townsite			
Street Address: 111 N. Washington Avenue			
Lot Area (Square Feet): 5,500 SF			
Zoning District: CC-2; Community Core Mixed Use			
Overlay District: <input type="checkbox"/> Floodplain <input type="checkbox"/> Avalanche <input type="checkbox"/> Mountain			
Type of Construction: <input type="checkbox"/> New <input type="checkbox"/> Addition <input type="checkbox"/> Remodel <input checked="" type="checkbox"/> Other: Revision to approved application P20-027			
Anticipated Use: Home Design and Appliance Showroom; Residential		Number of Residential Units: 4 approved; revision to 3	
TOTAL FLOOR AREA			
	Proposed	Existing	
Basements	4,042	Sq. Ft.	Sq. Ft.
1 <sup>st</sup> Floor	4,476	Sq. Ft.	Sq. Ft.
2 <sup>nd</sup> Floor	4,601	Sq. Ft.	Sq. Ft.
3 <sup>rd</sup> Floor	3,223	Sq. Ft.	Sq. Ft.
Mezzanine		Sq. Ft.	Sq. Ft.
Total	15,802	Sq. Ft.	Sq. Ft.
FLOOR AREA RATIO			
Community Core: 2.08		Tourist:	General Residential-High:
BUILDING COVERAGE/OPEN SPACE			
Percent of Building Coverage: 89%			
DIMENSIONAL STANDARDS/PROPOSED SETBACKS			
Front: 5'-1" Average	Side: 6'-4" Average	Side: 0	Rear: 3'
Building Height: 39'-1" at front facade; 42'-0" at rear facade			
OFF STREET PARKING			
Parking Spaces Provided: 4			
Curb Cut: N/A	Sq. Ft.	%	
WATER SYSTEM			
<input type="checkbox"/> Municipal Service		<input type="checkbox"/> Ketchum Spring Water	

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

Once your application has been received, we will review it and contact you with next steps.  
No further action is required at this time.

## DESIGN REVIEW EVALUATION STANDARDS (May not apply to Administrative Design Review):

### 17.96.060: IMPROVEMENTS AND STANDARDS FOR ALL PROJECTS

#### A. Streets:

1. The applicant shall be responsible for all costs associated with providing a connection from an existing city streets to their development.
2. All streets designs shall be in conformance with the right-of-way standards and approved by the Public Works Director.

#### B. Sidewalks:

1. All projects under 17.96.010(A) that qualify as a "Substantial Improvement" shall install sidewalks in conformance with the right-of-way standards. Sidewalk improvements may be waived for projects that qualify as a "Substantial Improvement" which comprise additions of less than 250 square feet of conditioned space.
2. 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.
3. 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.
4. 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 one hundred ten percent (110%) of the estimated costs of concrete sidewalk and drainage improvements provided by a qualified contractor, plus associated engineering costs, as approved by the Public Works Director. Any approved in-lieu contribution shall be paid before the city issues a certificate of occupancy.

#### C. Drainage:

1. All storm water shall be retained on site.
2. Drainage improvements constructed shall be equal to the length of the subject property lines adjacent to any public street or private street.
3. The Public Works Director may require additional drainage improvements as necessary, depending on the unique characteristics of a site.



Michael Doty Associates

## ■ ARCHITECT'S MEMO

---

To: Suzanne Frick, City of Ketchum Planning and Building Director

From: Mike Allaire, Senior Architect, Michael Doty Architects PC

Date: 2022-02-28

CC: Bryan McNamara, Vice President, Magleby Construction  
Dan Devenport, President/Owner, Mountain Land Design

Re: Revision to approved application P20-027 (Mountain Land Design Showroom)

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### Summary of Revisions:

1. Addition of louver vents adjacent to entry patio and above the trash room door at the alley, serving the showroom and underground garage.
  - a. The louver at the entry patio is a required mechanical intake for ventilation of the underground garage and an exhaust for showroom demonstration ventilation hoods. The frame of the vent is a window frame of the same manufacturer of the showroom level windows. The visible size of the intake vent and exhaust vent are dictated by aligning mullions with adjacent windows.
  - b. The louver at the alley is the exhaust for the underground garage ventilation system.
2. Revision of a three-panel sliding glass door to a two-panel sliding glass door and adjacent window within the same basic rough opening.
  - a. This revision is driven by an interior change. Two residential units on the second floor are converted to a single larger unit at the request of a prospective buyer who would like a downtown residence large enough to accommodate his family.
3. Revision of gas meter enclosure door from solid to screened (similar to electrical panel screen) as mandated by Intermountain Gas.
4. Removal of rooftop shade structures.
5. Revision to exterior material EF-4, located on 3-story element at alley.
  - a. The revised material is a similar color, cut to the same size, and installed in the same orientation as the original. The change was dictated by availability of material, and ease of installation.

Due to the minor nature of the proposed exterior modifications to the approved and permitted design, with no change to Gross Floor Area, FAR, or parking spaces (required or provided), in accordance with Section 17.96.010.A.5 which allows for "Non-substantial or minor modifications that comply with all applicable design review standards," and specifically addressed by Section 17.96.010.B.5.d, which exempts minor exterior

Post Office Box 2792  
371 Washington  
Avenue North  
Ketchum, ID 83340  
Tel. 208.726.4228  
www.mda-arc.com

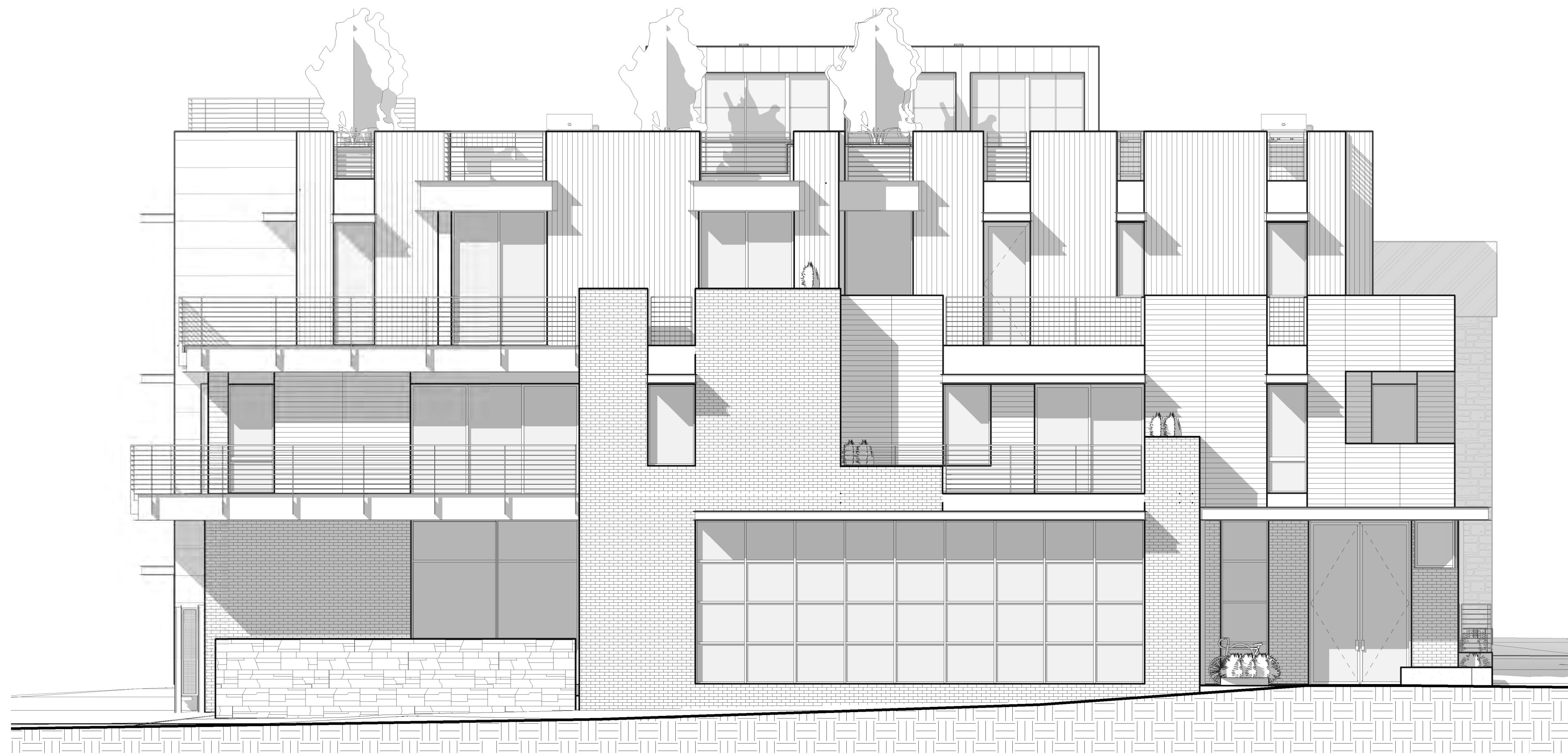
changes from design review, including “changes to exterior finishes” and “the addition of windows and doors,” we ask that these revisions be approved administratively to allow construction to proceed with the goal of securing a partial certificate of occupancy for the operation of the showroom by the end of March.

Sheet by Sheet Revision Summary:

- Proposed Basement Floor Plan: Revision to parking striping to convert accessible parking stall that is not required in a 3-unit building to a conventional parking stall.
- Proposed First Floor Plan: Addition of louvered vent adjacent to entry patio.
- Proposed Second Floor Plan: Conversion of 2 units to 1. Revision of a 3-panel sliding door at Living/Dining/Kitchen to a 2-panel slider at Family Room and an egress window at Bedroom 4.
- Proposed Roof Deck Plan: Removal of rooftop shade structures.
- Proposed Roof Plan: Removal of rooftop shade structures.
- Proposed Exterior Finishes: Change of EF-4 from fiber cement panels to Stonewood phenolic core panels of a similar color and the same size and orientation.
- Proposed South Elevation: Revision of a 3-panel sliding door to a 2-panel sliding door and adjacent window. Removal of rooftop shade structures.
- Proposed East Elevation: Addition of louver vent serving garage and showroom. Removal of rooftop shade structures.
- Proposed West Elevation: Addition of louver vent for garage exhaust. Revision of gas meter door from solid to screened. Removal of rooftop shade structures.
- Proposed North Elevation: Removal of rooftop shade structures.
- Proposed Building Section: Removal of rooftop shade structures.
- View from First and Washington: Revision of a 3-panel sliding door to a 2-panel sliding door and adjacent window. Addition of louver vent serving garage and showroom. Removal of roof top shade structures.
- View from First and Alley: Addition of louver vent for garage exhaust. Revision of a 3-panel sliding door to a 2-panel sliding door and adjacent window. Revision of gas meter door from solid to screened. Removal of rooftop shade structures.
- View from First Street: Revision of a 3-panel sliding door to a 2-panel sliding door and adjacent window.
- View from Washington Avenue: Removal of rooftop shade structures.
- View from Alley: Addition of louver vent for garage exhaust. Revision of gas meter door from solid to screened.

# INDEX TO DRAWINGS

- DR-1 DESIGN REVIEW COVER
- DR-2 ARCHITECTURAL SITE PLAN
- DR-3 PROPOSED BASEMENT FLOOR PLAN
- DR-4 PROPOSED FIRST FLOOR PLAN
- DR-5 PROPOSED SECOND FLOOR PLAN
- DR-6 PROPOSED THIRD FLOOR PLAN
- DR-7 PROPOSED ROOF DECK FLOOR PLAN
- DR-8 PROPOSED ROOF PLAN
- DR-9 PROPOSED EXTERIOR FINISHES
- DR-10 PROPOSED BUILDING ELEVATIONS
- DR-11 PROPOSED BUILDING ELEVATIONS (COLORED)
- DR-12 PROPOSED BUILDING ELEVATIONS (COLORED)
- DR-13 PROPOSED BUILDING ELEVATIONS (COLORED)
- DR-14 PROPOSED BUILDING ELEVATIONS (COLORED)
- DR-15 PROPOSED BUILDING ELEVATIONS (COLORED)
- DR-16 PROPOSED BUILDING ELEVATIONS (COLORED)
- DR-17 PROPOSED BUILDING ELEVATIONS (COLORED)
- DR-18 PROPOSED BUILDING SECTION
- DR-19 PROPOSED 3-D VIEWS
- DR-20 PROPOSED 3-D VIEWS
- DR-21 PROPOSED 3-D VIEWS
- DR-22 PROPOSED 3-D VIEWS
- DR-23 PROPOSED 3-D VIEWS
- DR-24 PROPOSED 3-D VIEWS (COLORED)
- DR-25 PROPOSED 3-D VIEWS (COLORED)
- DR-26 PROPOSED 3-D VIEWS (COLORED)
- DR-27 PROPOSED 3-D VIEWS (COLORED)
- DR-28 PROPOSED 3-D VIEWS (COLORED)
- TOTAL DESIGN REVIEW SHEETS: 28



## MATERIAL SYMBOLS

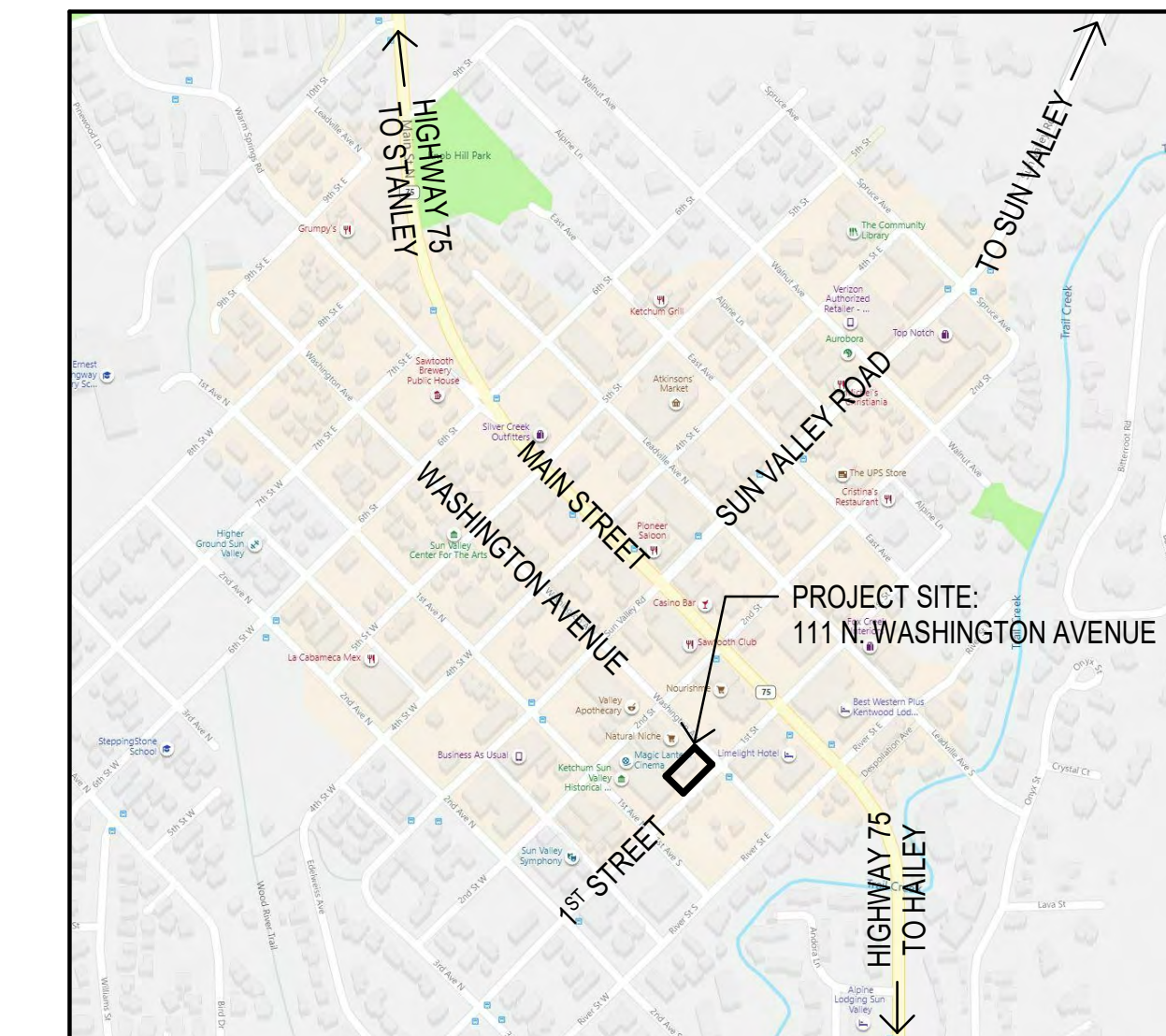
PLAN AND SECTION	ELEVATION
EARTH / TOP SOIL	SIDING
PLYWOOD	CONCRETE
WASHED ROCK	STUCCO
ASPHALT PAVING / ROADBED MATL.	GLASS
CONCRETE	CONCRETE MASONRY UNIT
BRICK	BRICK
CONCRETE MASONRY UNIT	SAND, PLASTER, GYPSUM BOARD
CUT STONE	BATT INSULATION
STEEL	BIBS INSULATION
ALUMINUM	RIGID INSULATION
	SPRAY FOAM INSULATION
	WALL - NEW CONSTRUCTION
	WALL - EXISTING TO REMAIN
	WALL - TO BE DEMOLISHED

## PROJECT TEAM

<b>OWNER:</b>	Mountain Land Design Dan Devenport 2345 S. Main Street Salt Lake City, Utah 84115 ddevenport@mountainlanddesign.com	<b>LANDSCAPE ARCHITECT:</b>	BYLA Landscape Architects Chase Gouley PO Box 594 323 North Lewis Street, Suite N Ketchum, Idaho 83340 (208) 726-5907 chase@byla.us
<b>ARCHITECT:</b>	Michael Doty Associates, Architects, PC PO Box 2792 371 Washington Avenue North Ketchum, Idaho 83340 (208) 726-4228 mike@mda-arc.com	<b>CIVIL ENGINEER:</b>	Galena Engineering, Inc. Sean Flynn 317 North River Street Hailey, Idaho 83333 (208) 788-1705 sfflynn@galena-engineering.com
<b>GENERAL CONTRACTOR:</b>	Magleby Construction Bryan McNamara 511 East Avenue, Suite 201 Ketchum, Idaho 83340 (208) 725-3923 bmacnamara@maglebyconstruction.com		
<b>STRUCTURAL ENGINEER:</b>	Konrad & Stohler Structural Engineering, LLC Dave Konrad PO Box 4464 Ketchum, Idaho 83341 (208) 928-7810 kse@ksengr.net		

## PROJECT DATA

<b>LEGAL DESCRIPTION:</b>	LOT 4, BLOCK 39, KETCHUM TOWNSITE KETCHUM, IDAHO
<b>ZONING:</b>	CC-2 COMMUNITY CORE; MIXED USE
<b>CONSTRUCTION TYPE:</b>	TYPE V-B
<b>OCCUPANCY:</b>	B - BUSINESS, SHOWROOM R-2 - MULTI-FAMILY RESIDENTIAL
<b>BUILDING AREA:</b>	BASEMENT: 4,528 SF MAIN FLOOR: 4,473 SF 2ND FLOOR: 4,083 SF 3RD FLOOR: 3,236 SF ROOF ACCESS: 278 SF TOTAL: 16,598 SF
<b>FIRE SPRINKLER SYSTEM:</b>	NFPA 13 THROUGHOUT
<b>SITE AREA:</b>	5,500 SQ. FT. (0.13 ACRES)
<b>CODES:</b>	2012 INTERNATIONAL BUILDING CODE (2012 IBC) AS ADOPTED BY CITY OF KETCHUM BUILDING DEPT.
<b>JURISDICTIONS:</b>	CITY OF KETCHUM PLANNING & ZONING CITY OF KETCHUM BUILDING DEPARTMENT CITY OF KETCHUM FIRE DEPARTMENT



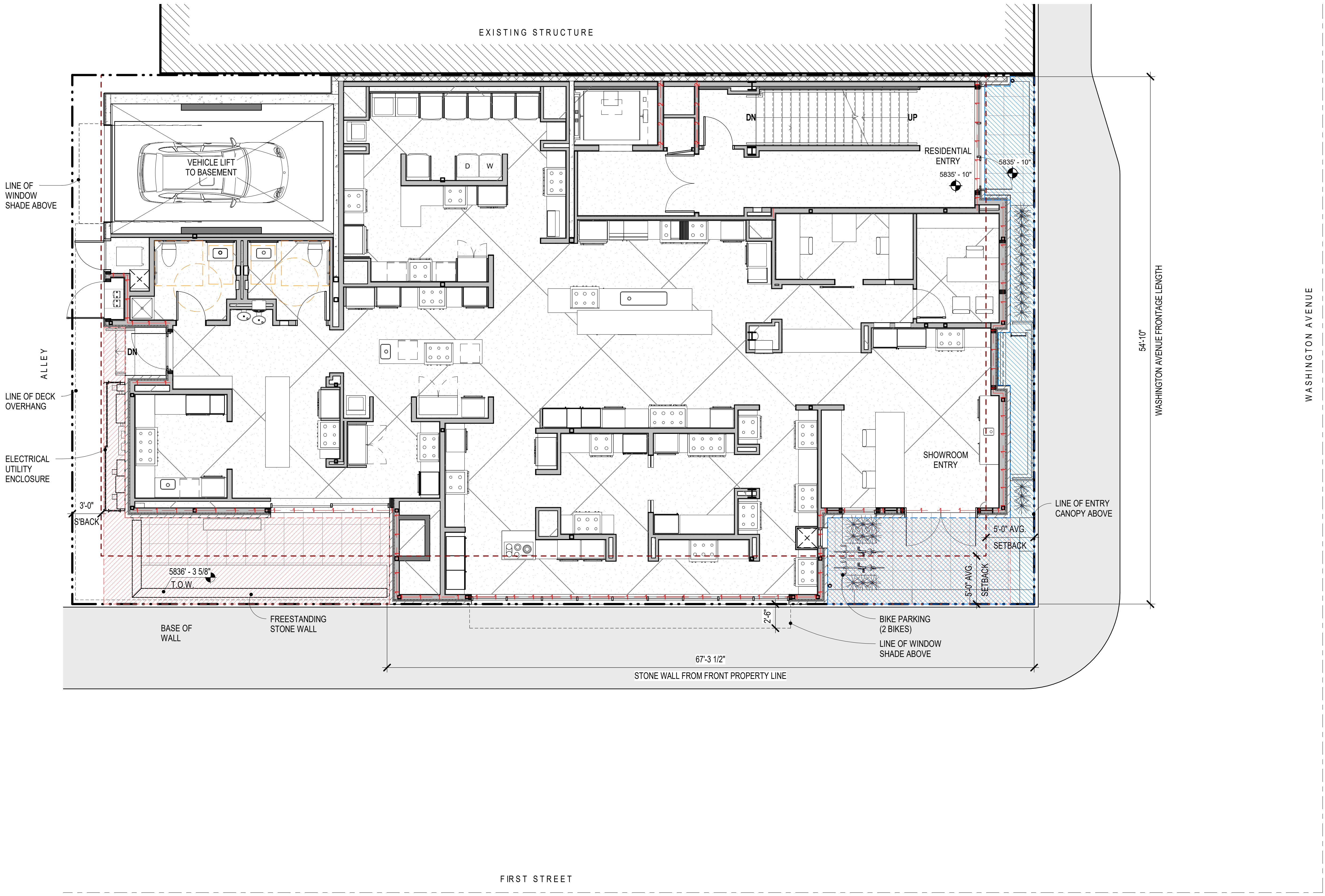
# MOUNTAIN LAND DESIGN SHOWROOM AND RESIDENCES

111 NORTH WASHINGTON AVENUE  
KETCHUM, IDAHO

2/28/2022 REVISION  
5/19/2020







### AVERAGE FRONTAGE CALCULATION

RED CROSS HATCH AREA INDICATES ACTUAL SETBACK TO FACE OF FINISH ALONG FIRST STREET FRONTAGE, INCLUDING PATIOS LESS THAN 30 INCHES ABOVE ADJACENT GRADE AND FENCES/WALLS LESS THAN 6 FEET ABOVE ADJACENT GRADE = 480.54 SF

AVERAGE SETBACK (5'-0" MIN.) =  
 SETBACK AREA + FRONTAGE LENGTH =  
 480.54 SF + 94'-3" = 5'-1"

BLUE CROSS HATCH AREA INDICATES ACTUAL SETBACK TO FACE OF FINISH ALONG WASHINGTON AVENUE FRONTAGE, INCLUDING PATIOS LESS THAN 30 INCHES ABOVE ADJACENT GRADE AND FENCES/WALLS LESS THAN 6 FEET ABOVE ADJACENT GRADE = 344.66 SF

AVERAGE SETBACK (5'-0" MIN.) =  
 SETBACK AREA + FRONTAGE LENGTH =  
 344.66 SF + 54'-10" = 6'-3 1/2"

### SNOW STORAGE CALCULATION

THERE ARE NO VIABLE SNOW STORAGE AREAS LOCATED ON SITE. ALL SNOW MANAGEMENT WILL BE ACCOMPLISHED BY SNOWMELT AND HAULING SNOW OFF-SITE.

### BUILDING INFORMATION

SITE AREA: 55x100 CITY LOT = 5,500 SF

BUILDING GROSS AREA:  
 BASEMENT: 4,528 SF (NOT INCLUDED IN TOTAL PER FLOOR AREA, GROSS DEFINITION)

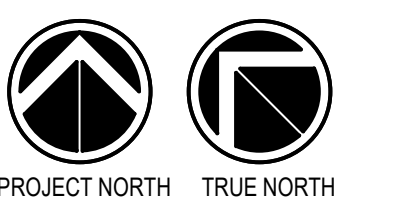
MAIN FLOOR: 4,473 SF  
 2ND FLOOR: 4,083 SF  
 3RD FLOOR: 3,236 SF  
 ROOF ACCESS: 278 SF  
 TOTAL: 12,070 SF

SUBTRACT (4) 9x18 PARKING SPACES, AS ALLOWED PER FLOOR AREA, GROSS DEFINITION  
 12,070 SF  
 -648 SF  
 11,422 SF GROSS FLOOR AREA

F.A.R. CALCULATION: 11,422 GSF + 5,500 SF = 2.08 F.A.R.

## ARCHITECTURAL SITE PLAN

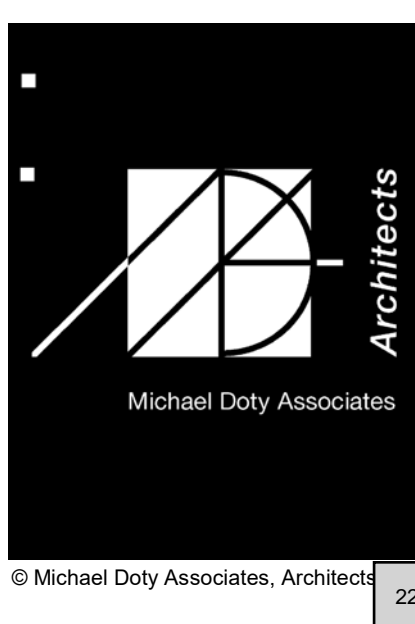
1 2 4 8 3/16" = 1'-0"

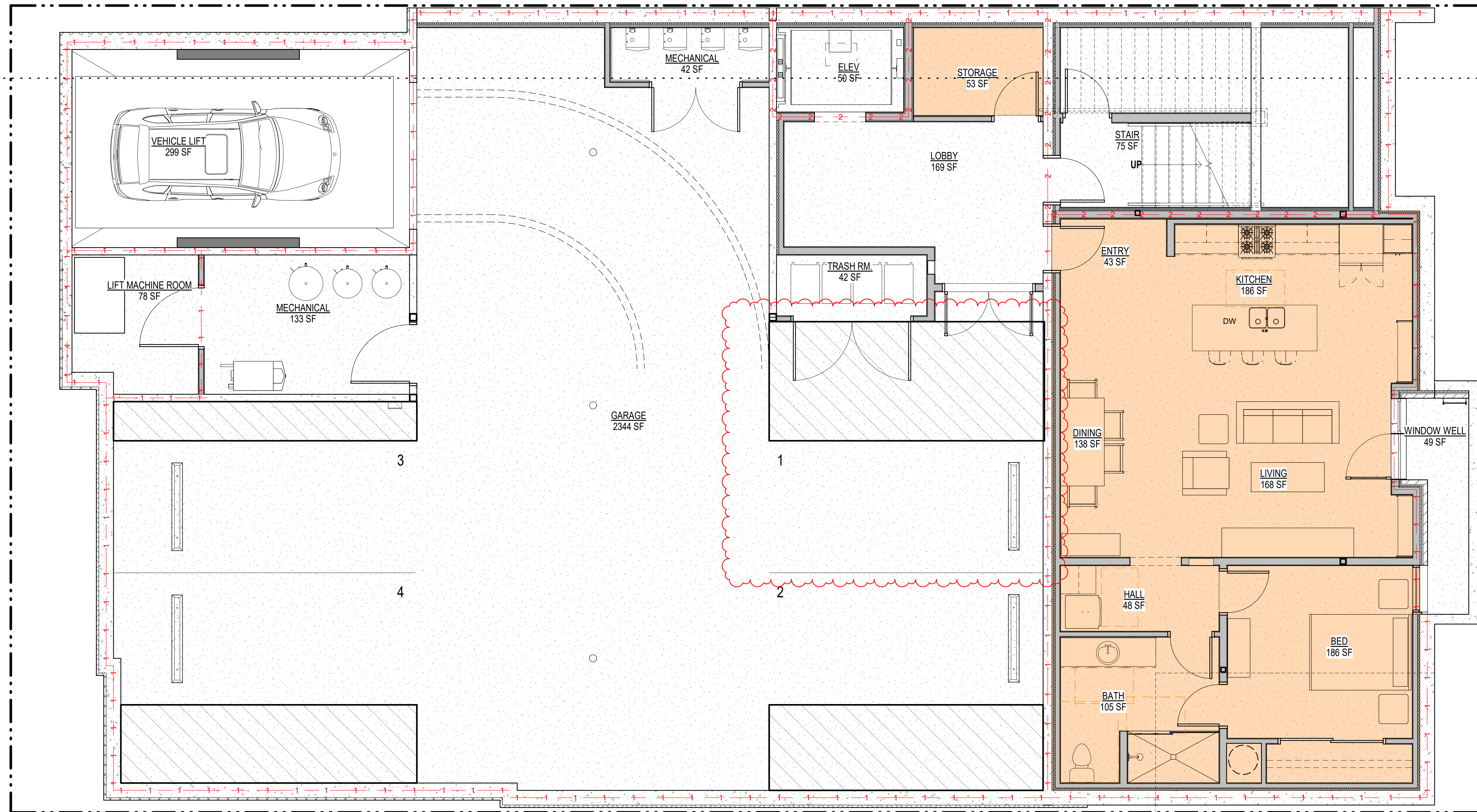


# MOUNTAIN LAND DESIGN SHOWROOM AND RESIDENCES

111 NORTH WASHINGTON AVENUE  
 KETCHUM, IDAHO

2/28/2022 REVISION  
 5/19/2020



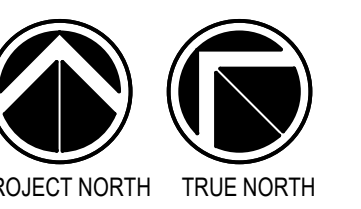


WORKFORCE UNIT: 978 SF  
 STORAGE: 53 SF  
 TOTAL WORKFORCE UNIT: 1,031  
 (1,013 SF OWED PER 2.08 FAR)

GROSS FLOOR AREA: 4,528 SF  
 NET FLOOR AREA: 831 SF

PROPOSED BASEMENT FLOOR PLAN

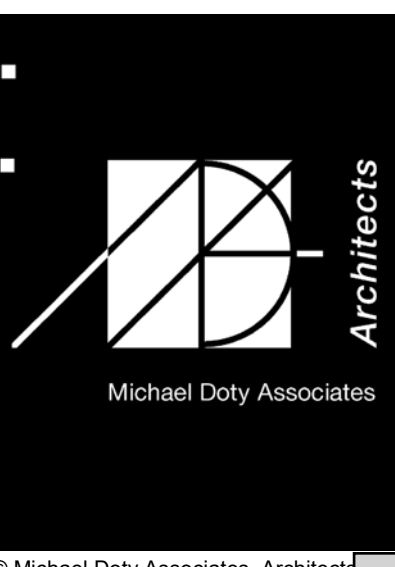
1 2 4 8 1/4" = 1'-0"

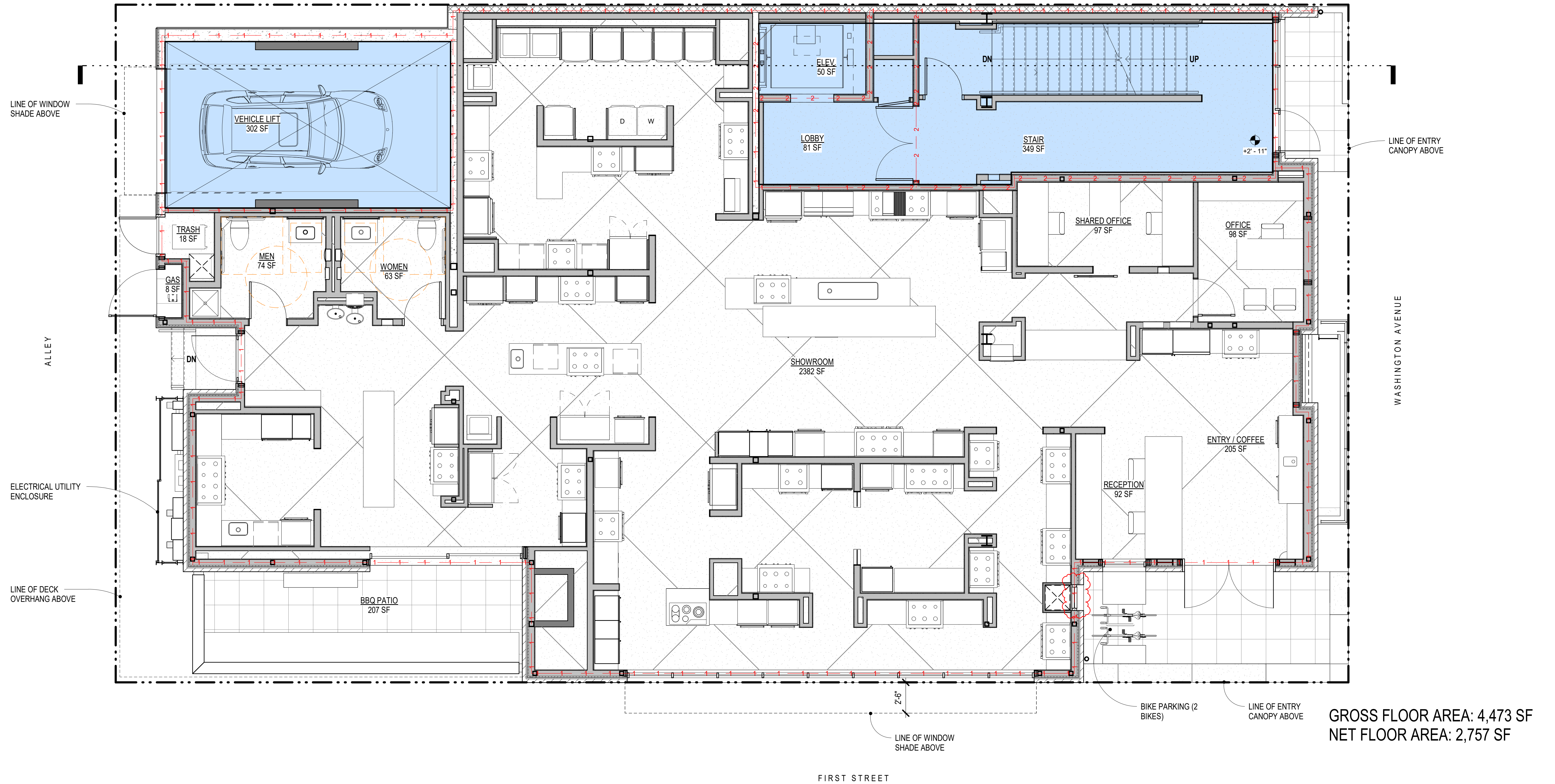


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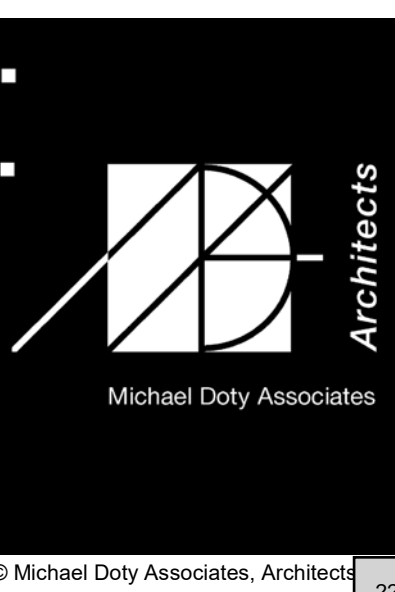


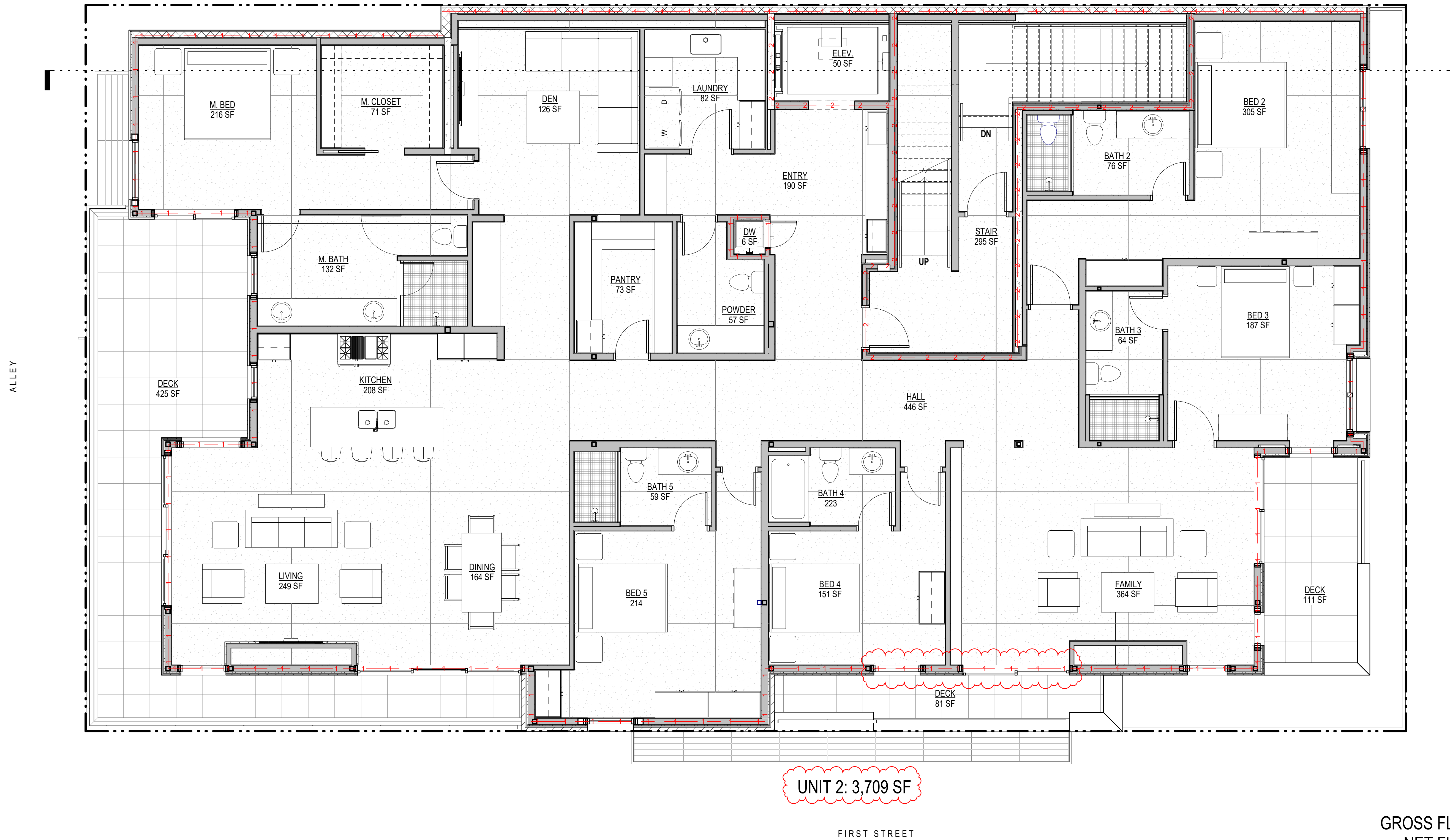
PROPOSED FIRST FLOOR PLAN

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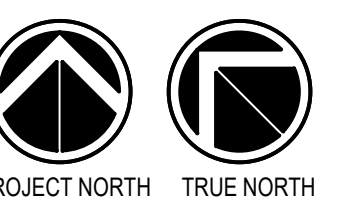




GROSS FLOOR AREA: 4,083 SF  
 NET FLOOR AREA: 3,021 SF

PROPOSED SECOND FLOOR PLAN

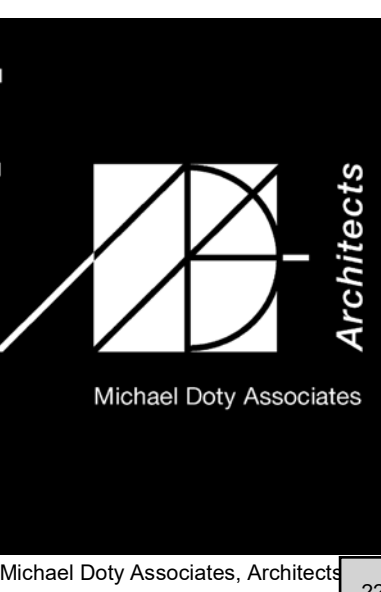
1/4" = 1'-0"

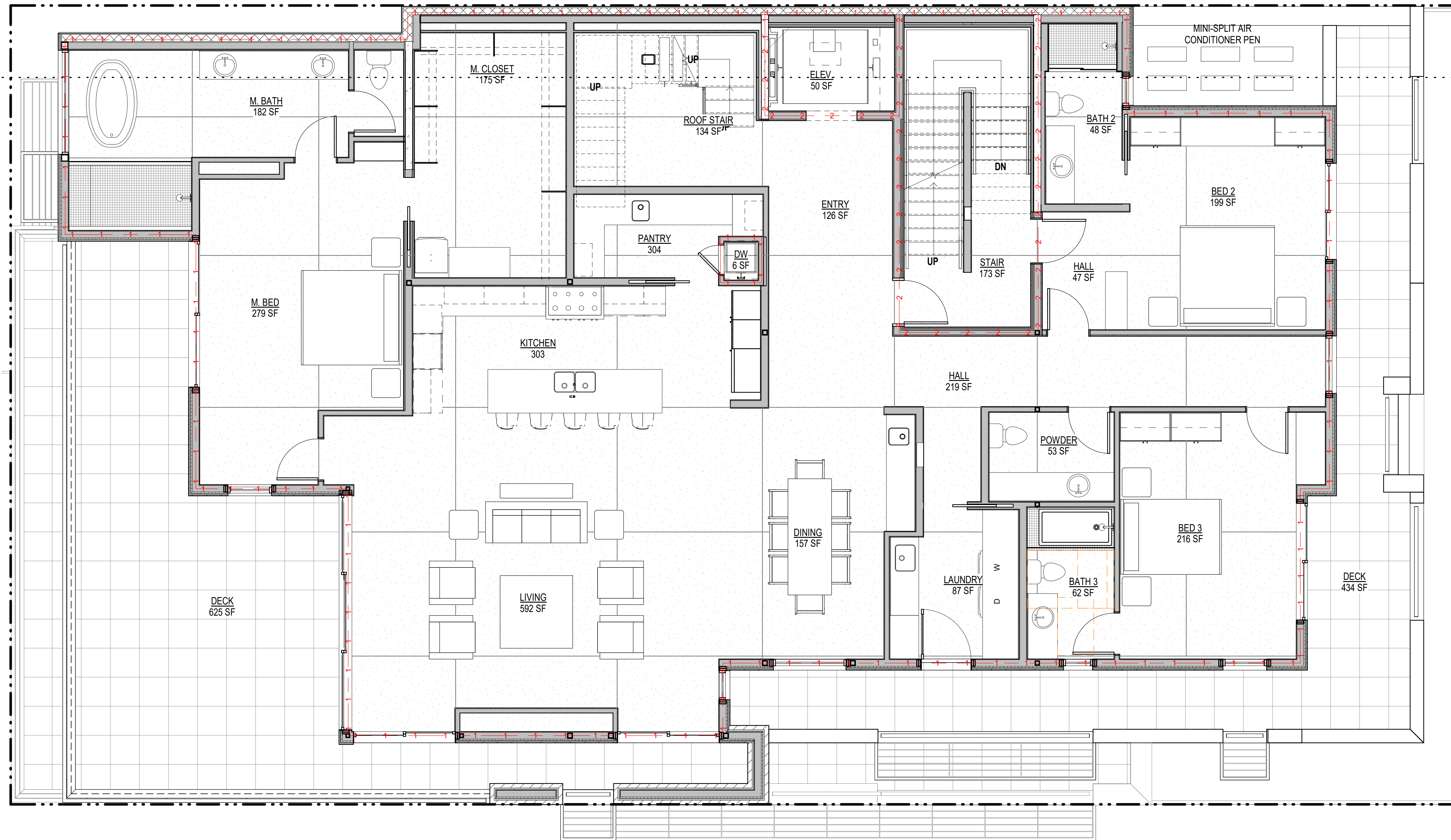


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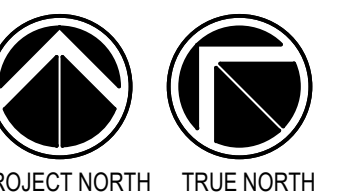
PENTHOUSE: 3,035 SF

FIRST STREET

GROSS FLOOR AREA: 3,236 SF  
NET FLOOR AREA: 2,695 SF

PROPOSED THIRD FLOOR PLAN

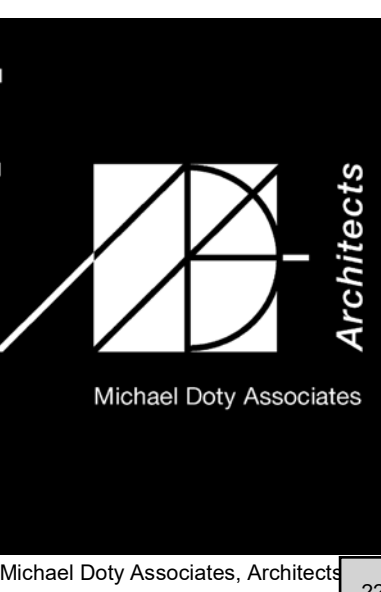
1/4" = 1'-0"

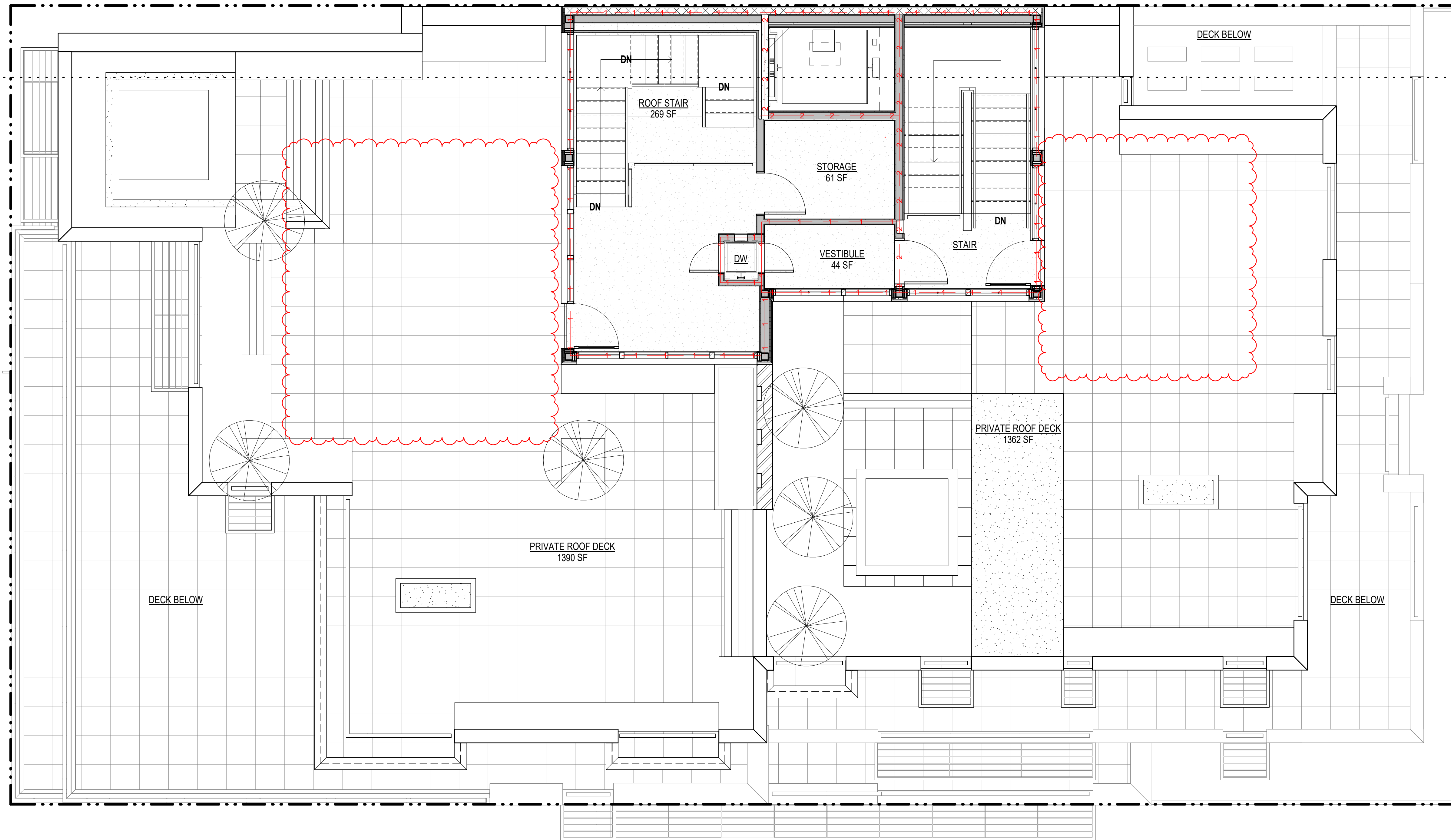


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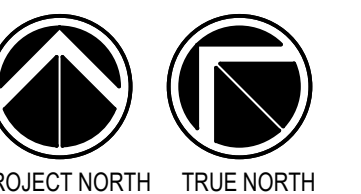




GROSS FLOOR AREA: 278 SF  
 NET FLOOR AREA: 61 SF

PROPOSED ROOF DECK FLOOR PLAN

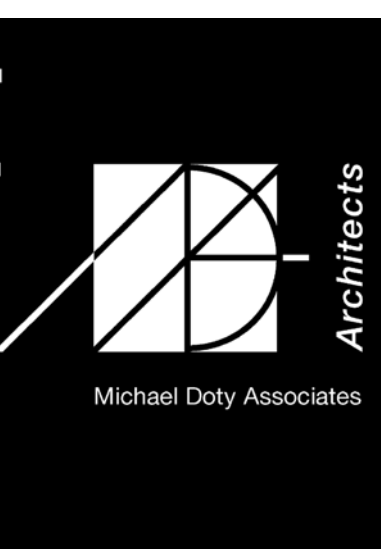
1/4" = 1'-0"

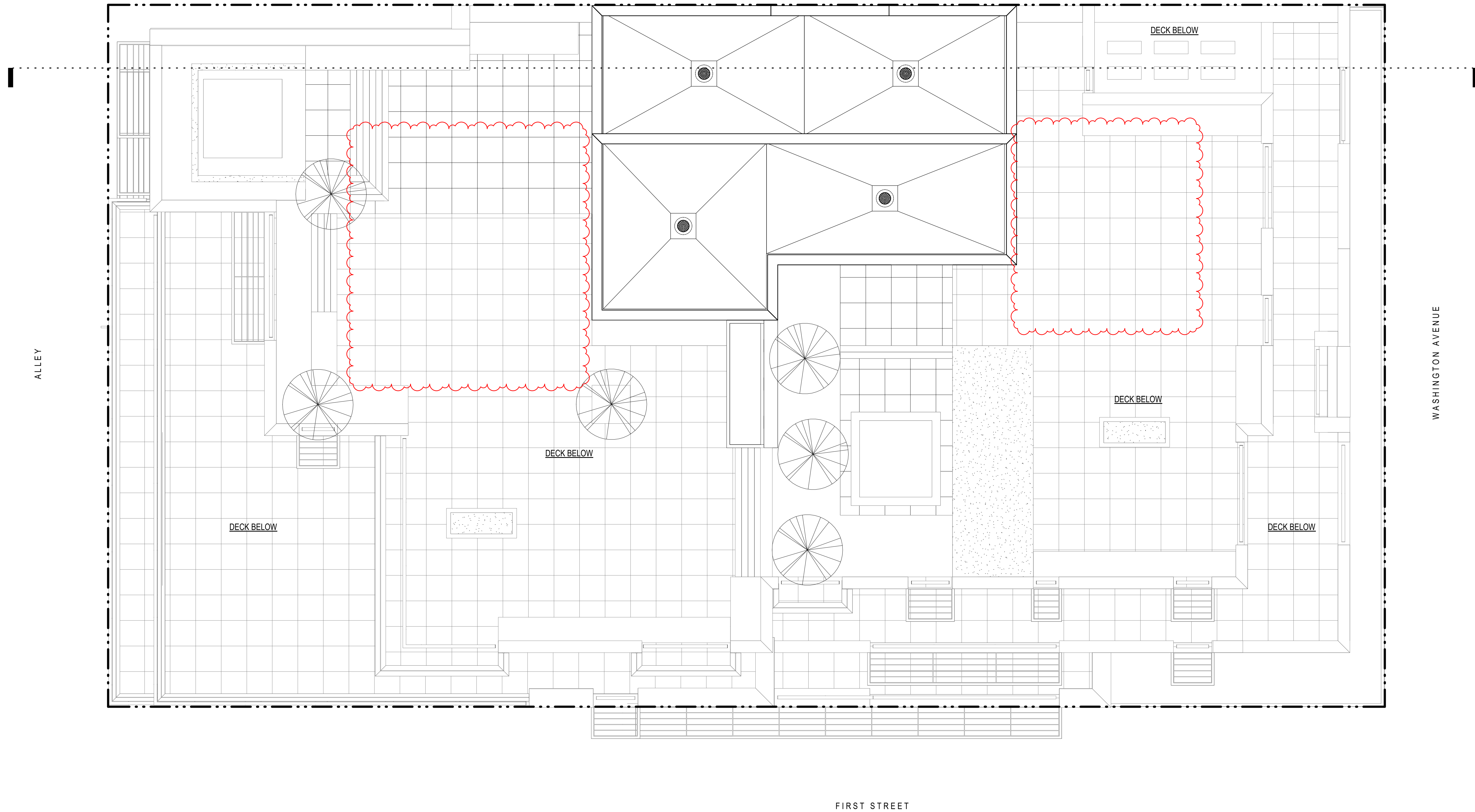


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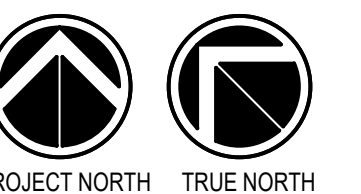
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PROPOSED ROOF PLAN

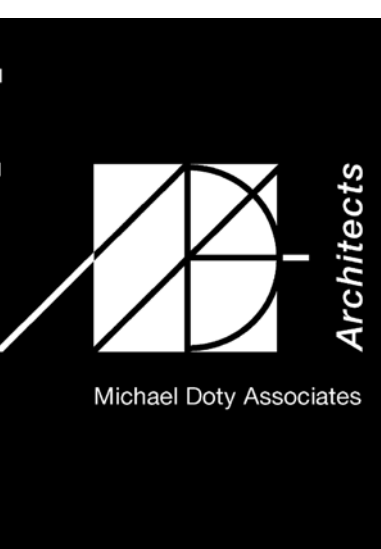
1 2 4 8 1/4" = 1'-0"



# MOUNTAIN LAND DESIGN SHOWROOM AND RESIDENCES

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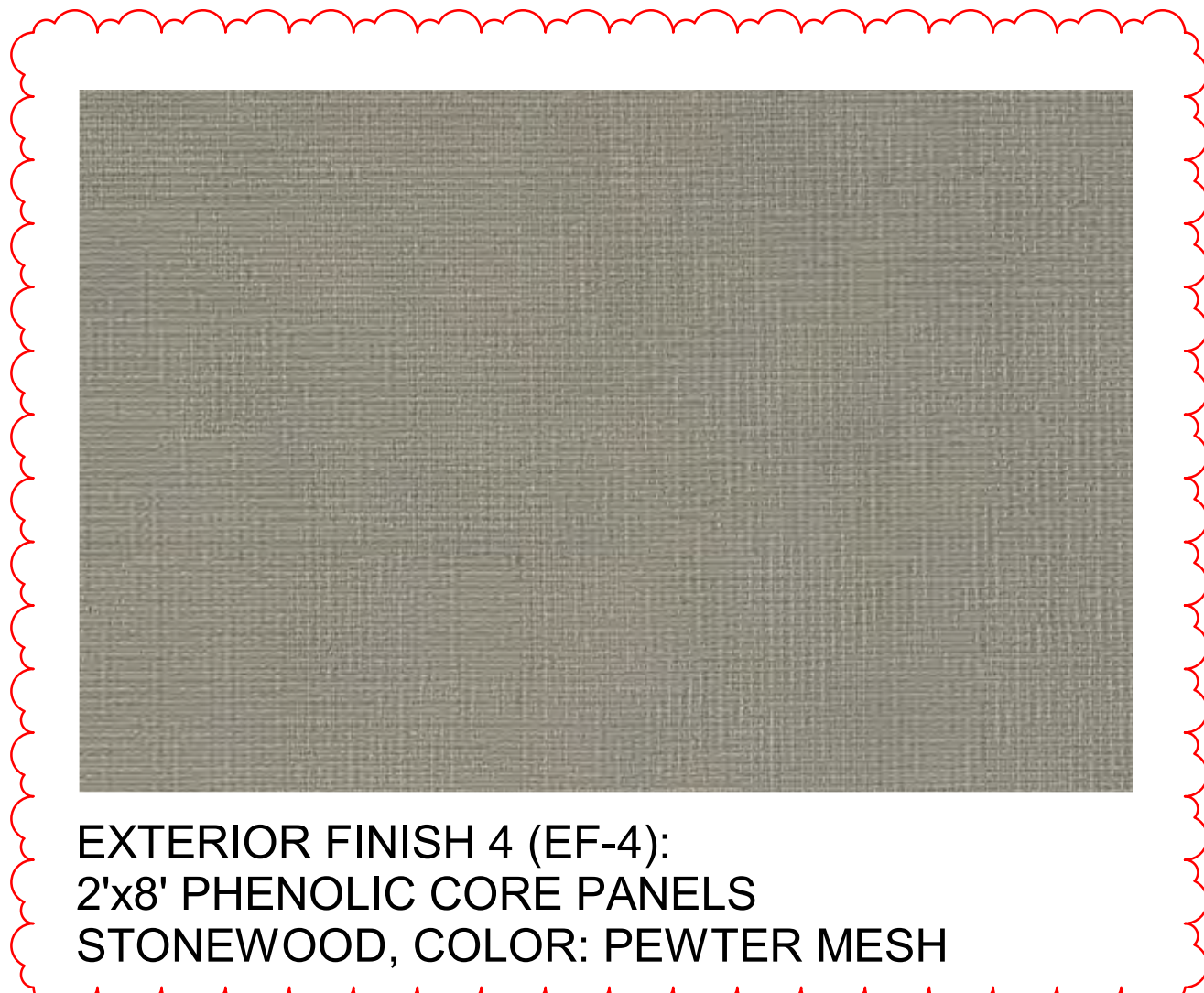
EXTERIOR FINISH 1 (EF-1):  
2-3/4" MODULAR BRICK VENEER  
INTERSTATE BRICK, COLOR: LONE TREE



EXTERIOR FINISH 2 (EF-2):  
1x6 GARAPA RAINSCREEN, HORIZONTAL  
CLEAR SEALER



EXTERIOR FINISH 3 (EF-3):  
1x6 GARAPA RAINSCREEN, VERTICAL  
WEATHERED PATINA



EXTERIOR FINISH 4 (EF-4):  
2'x8' PHENOLIC CORE PANELS  
STONEWOOD, COLOR: PEWTER MESH



EXTERIOR FINISH 5 (EF-5):  
NATURAL STONE VENEER  
ASHLAR PATTERN, COLOR:



EXTERIOR FINISH 6 (EF-6):  
STEEL, STEEL PANELS, STEEL FLASHING  
KYNAR 500, COLOR: BLACK



GUARDRAIL 1 (GR-1):  
BLACK STEEL BAR



EXTERIOR DOORS AND WINDOWS:  
BLACK ANODIZED STOREFRONT



PROJECTING SIGNAGE CONCEPT

ELEMENT-Lighting.com

## 4" LED FIXED DOWNLIGHT

**TRIMS**

ROUND	SQUARE	FINISH
		ANTIQUE BRONZE
		BLACK
		SATIN NICKEL
		WHITE (PAINTABLE)

**4" HOUSING**  
MAX CEILING THICKNESS: 2"

**LED SOLUTIONS**

**LAMPING & OPTICS**

	CITIZEN MAX-OUTPUT / HIGH-OUTPUT / LOW-OUTPUT			XICATO / ARTIST SERIES	LUMENETIX WARM COLOR DIMMING	LUMENETIX SPROCKET SERIES WHITE
Output (Fixture Performance)	Max: 3300 / 2640	High: 2500 / 2060	Low: 1500 / 1200	1800 / 1275	1075	1075
CRI	80+ / 90+	90+	90+	80+ / 98+	90+	90+
Color Temperature	2700K / 3000K / 3500K	2700K / 3000K / 3500K	2700K / 3000K / 3500K	2700K / 3000K / 3500K	3000K-1800K Warm Dim	1600K-4000K
Dimming	Down to 5%*	Down to 5%*	Down to 5%*	Down to 5%*	Down to 1%	Down to 1%
Dimming Type	ELV, 0-10V, Hi-Lume	ELV, 0-10V, Hi-Lume	ELV, 0-10V, Hi-Lume	ELV, 0-10V, Hi-Lume	0-10V	0-10V, 2 sets
Beam Spreads	18°, 25°, 40°	18°, 25°, 40°	18°, 25°, 40°	21°, 43°, 60°	21°, 43°, 60°	21°, 43°, 60°
Power Supply	Constant Current Driver			Constant Current Driver	24V DC Constant Voltage	24V DC Constant Voltage
Wattage	Max: 32 watts	High: 32 watts	Low: 18 watts	24 watts / 22 watts	23 watts	23 watts
Title 24	At 90 CRI			—	—	—

\*with ELV Driver option

**GENERATION BRANDS**

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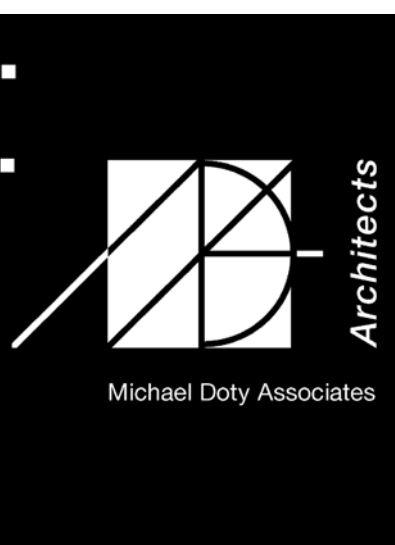
**ELEMENT**  
by Tech Lighting®  
7400 Linder Avenue, Skokie, Illinois 60077 T 847.410.4400 F 847.410.4500

### RECESSED CAN LIGHT

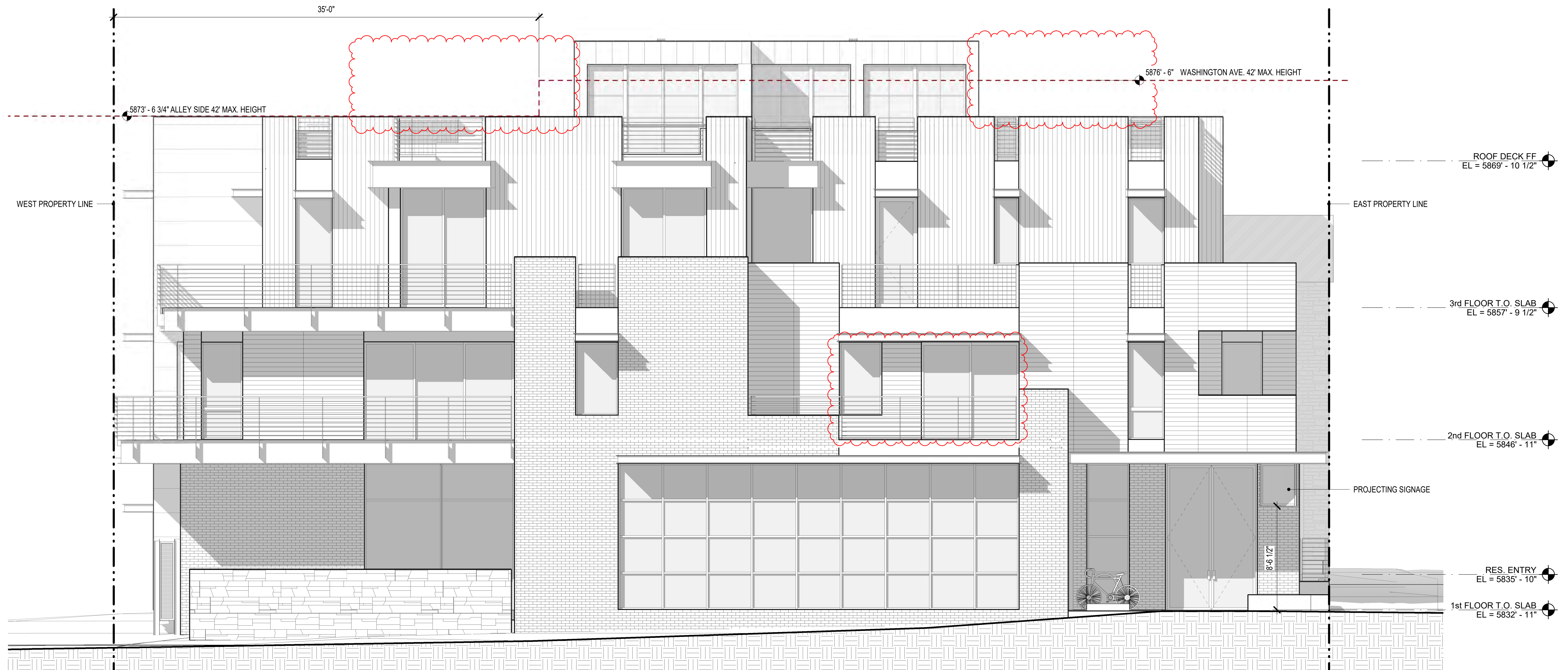
# MOUNTAIN LAND DESIGN SHOWROOM AND RESIDENCES

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5/19/2020







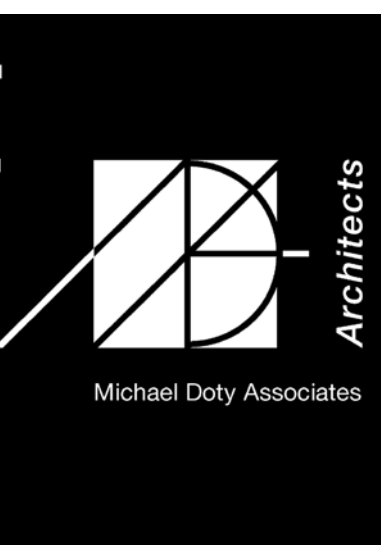
PROPOSED SOUTH (FIRST ST) ELEVATION

1/4" = 1'-0"

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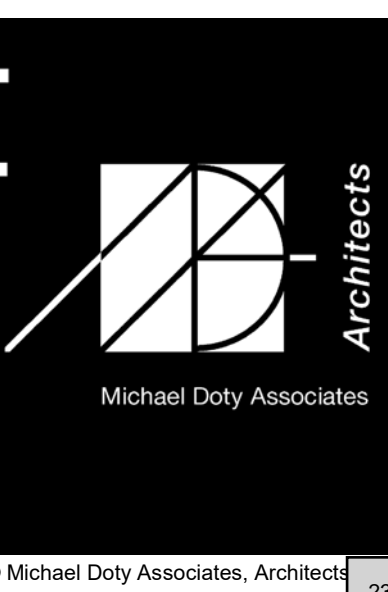
PROPOSED SOUTH (FIRST ST) ELEVATION

1 2 4 8 1/4" = 1'-0"

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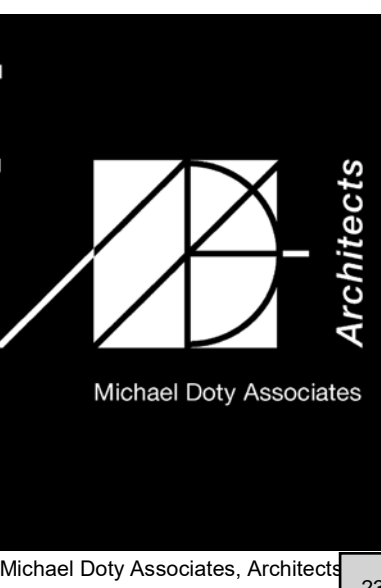
PROPOSED EAST (WASHINGTON) ELEVATION

1 2 4 8 1/4" = 1'-0"

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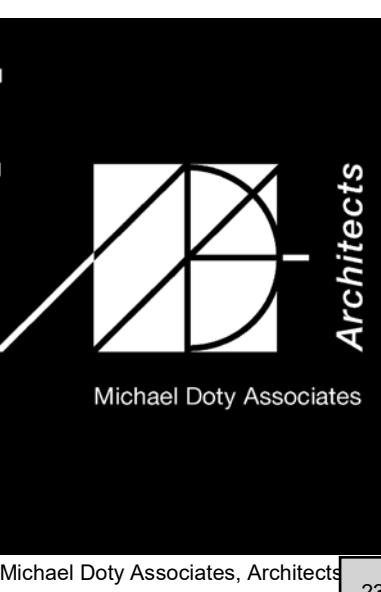
PROPOSED EAST (WASHINGTON) ELEVATION

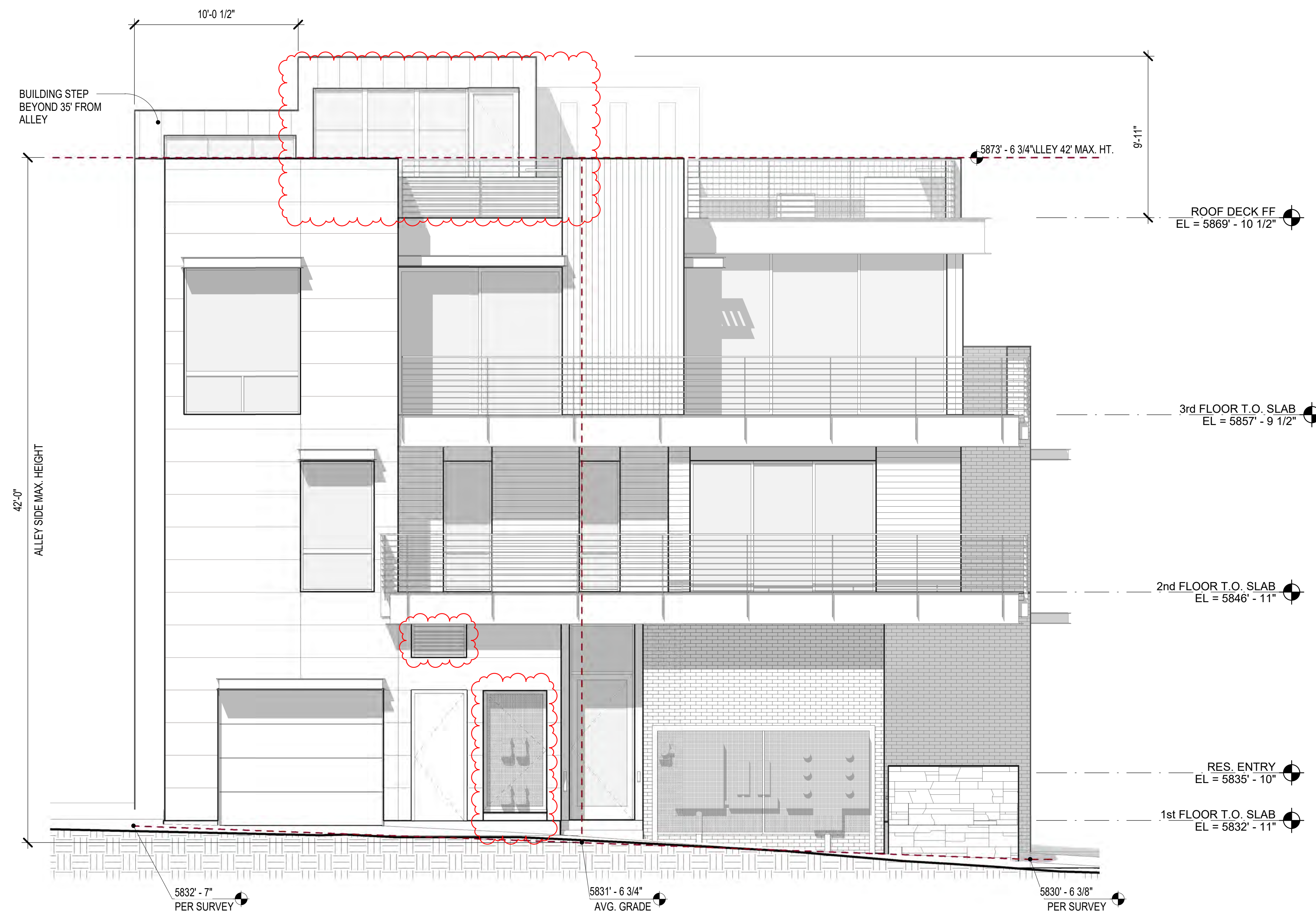
1 2 4 8 1/4" = 1'-0"

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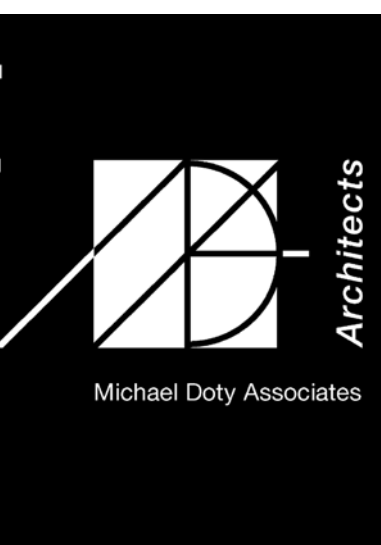


PROPOSED WEST (ALLEY) ELEVATION

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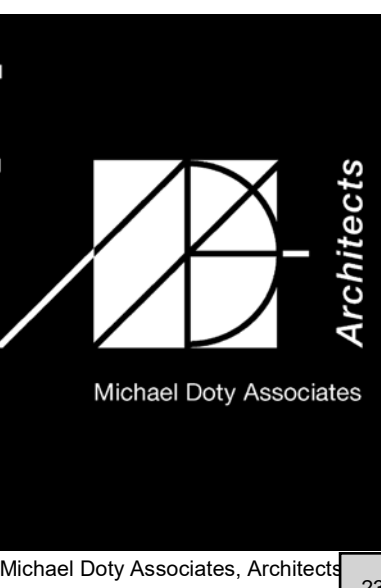
PROPOSED WEST (ALLEY) ELEVATION

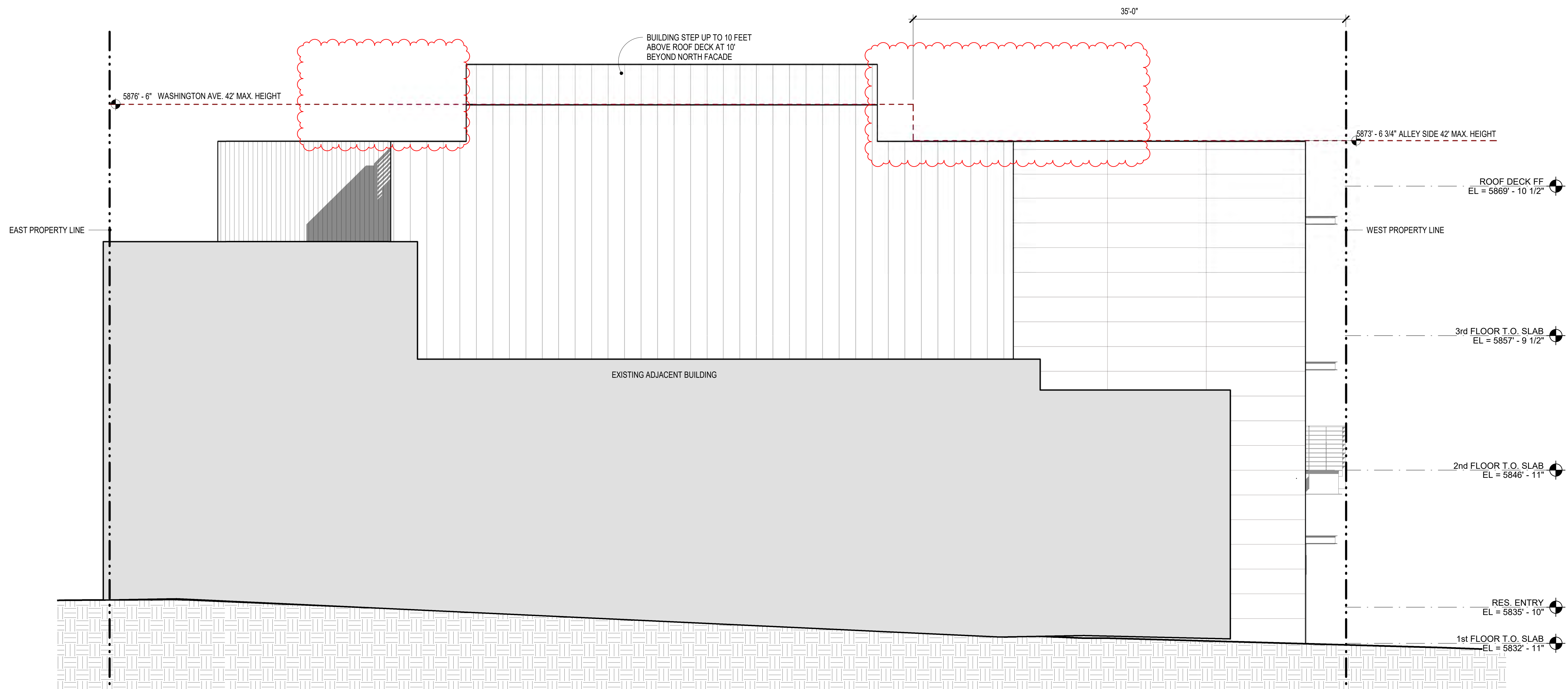
1 2 4 8 1/4" = 1'-0"

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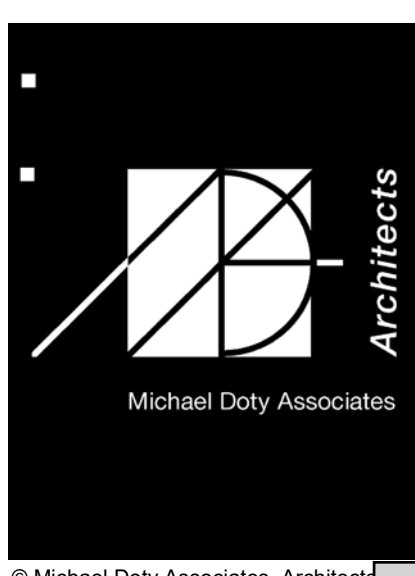
PROPOSED NORTH ELEVATION

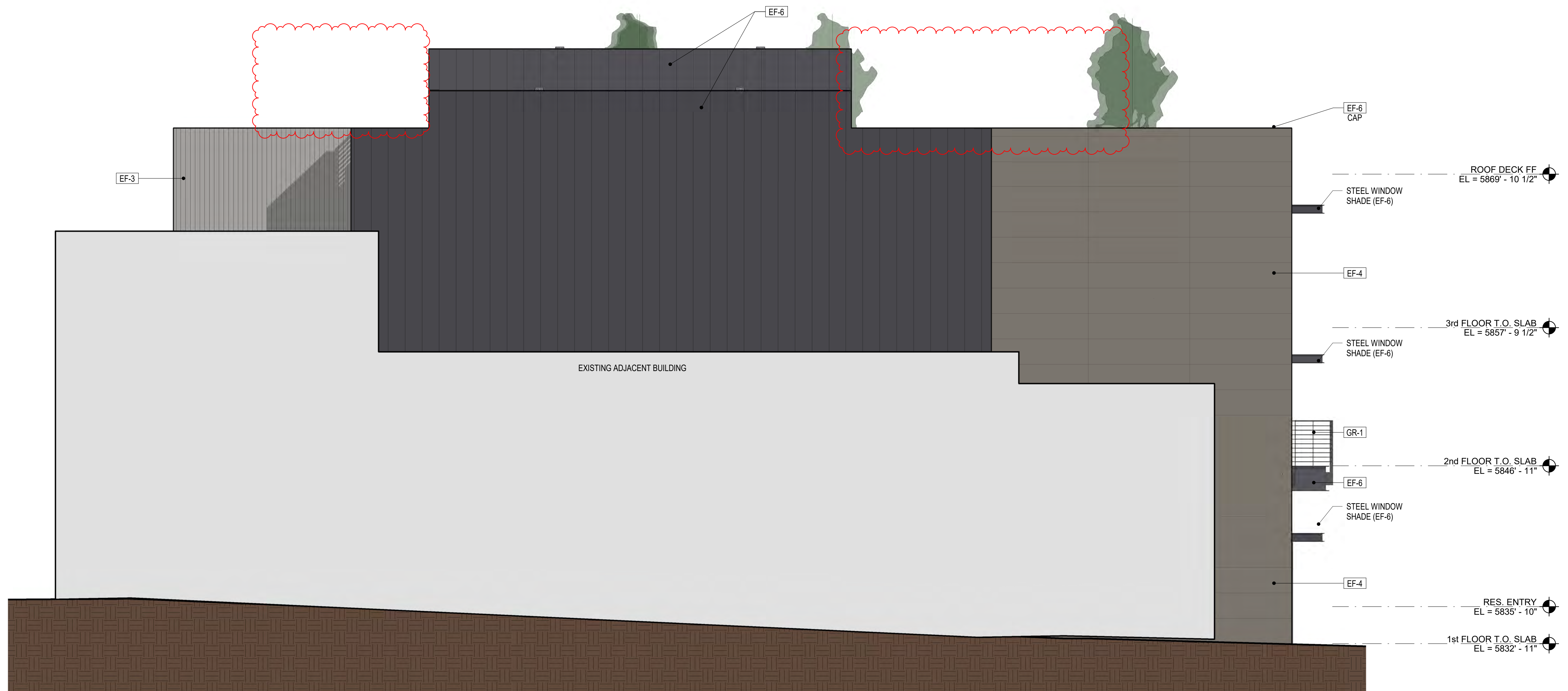
1/4" = 1'-0"

# MOUNTAIN LAND DESIGN SHOWROOM AND RESIDENCES

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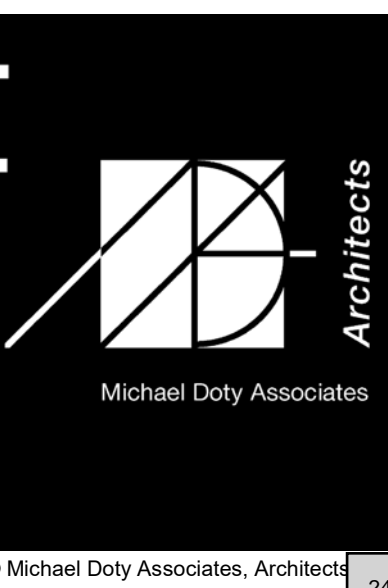
PROPOSED NORTH ELEVATION

1/4" = 1'-0"

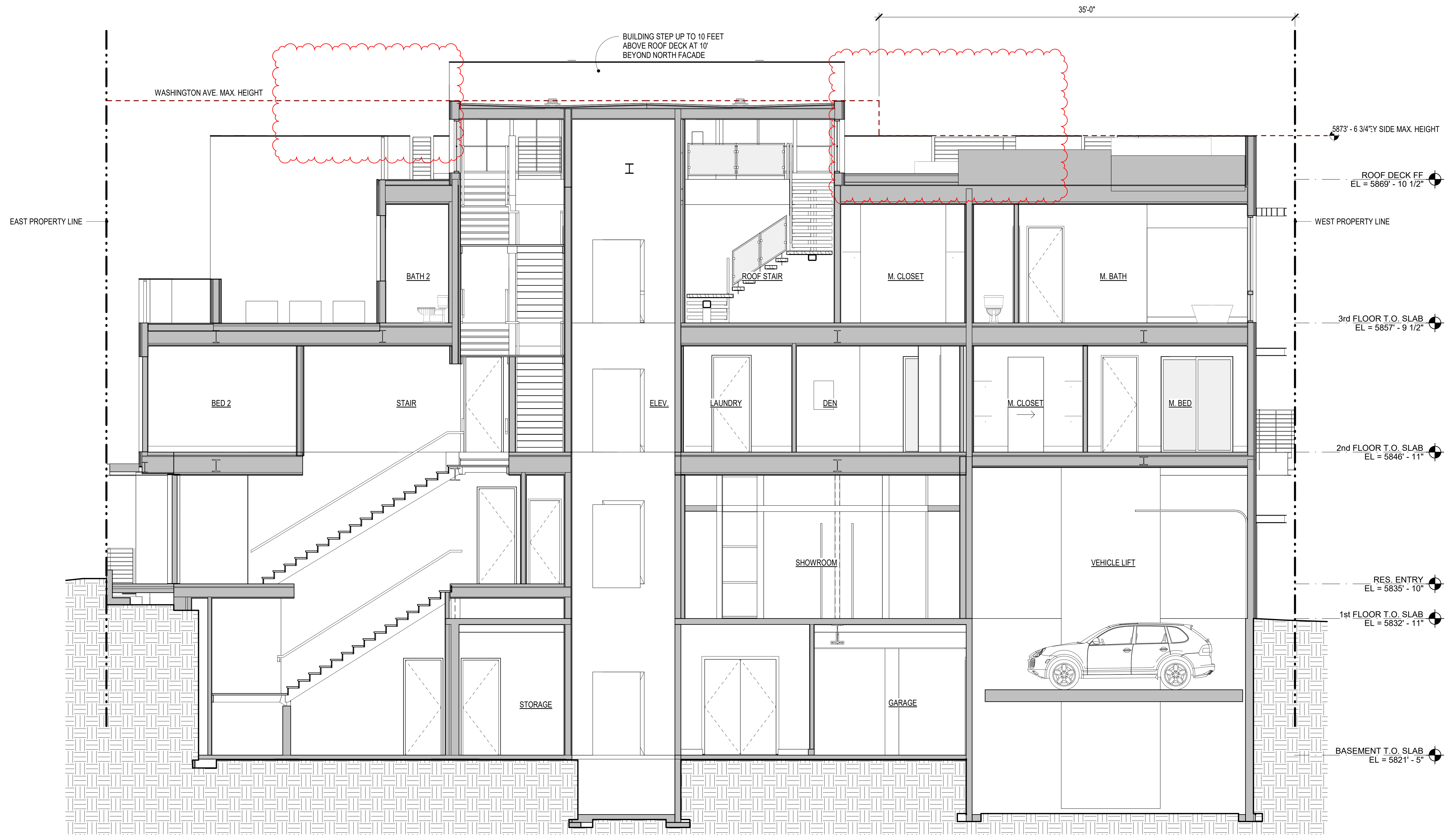
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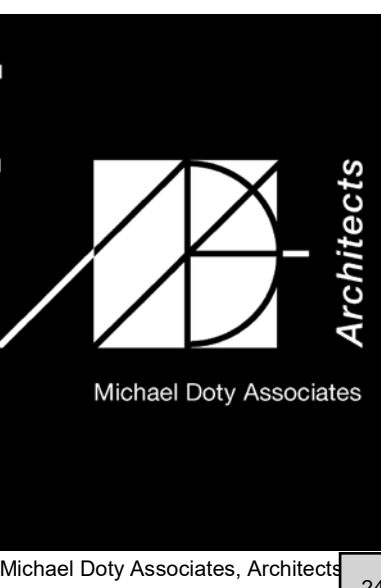
PROPOSED BUILDING SECTION

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# MOUNTAIN LAND DESIGN SHOWROOM AND RESIDENCES

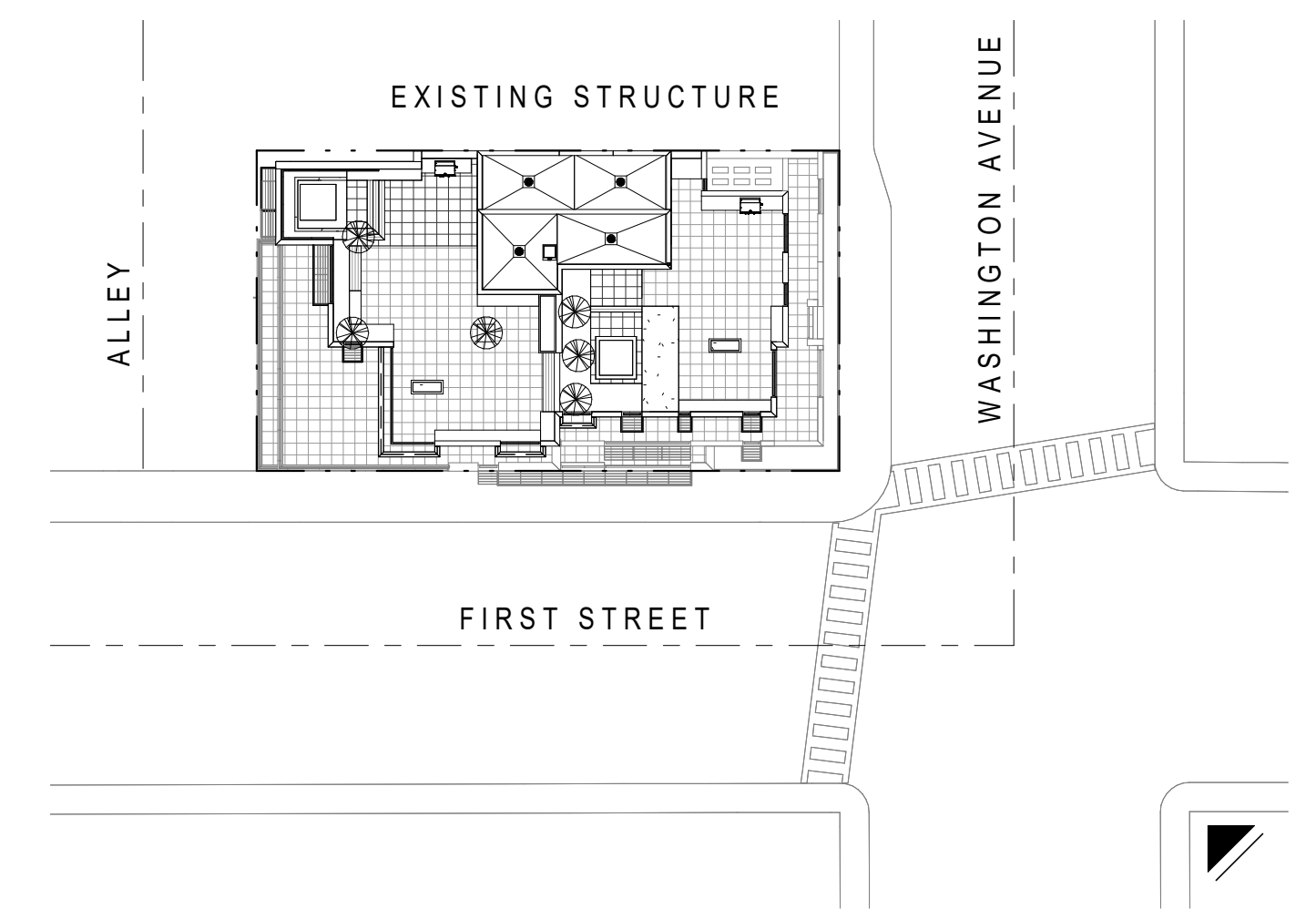
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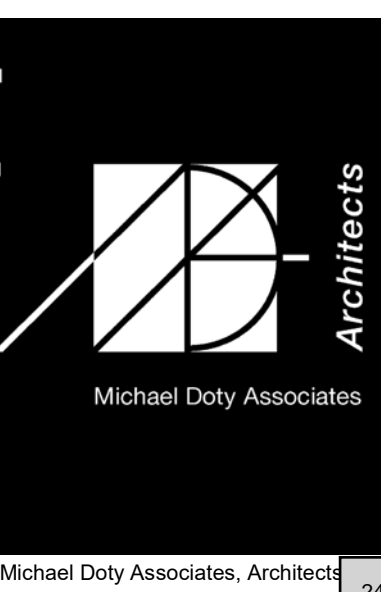
VIEW FROM FIRST AND WASHINGTON



# MOUNTAIN LAND DESIGN SHOWROOM AND RESIDENCES

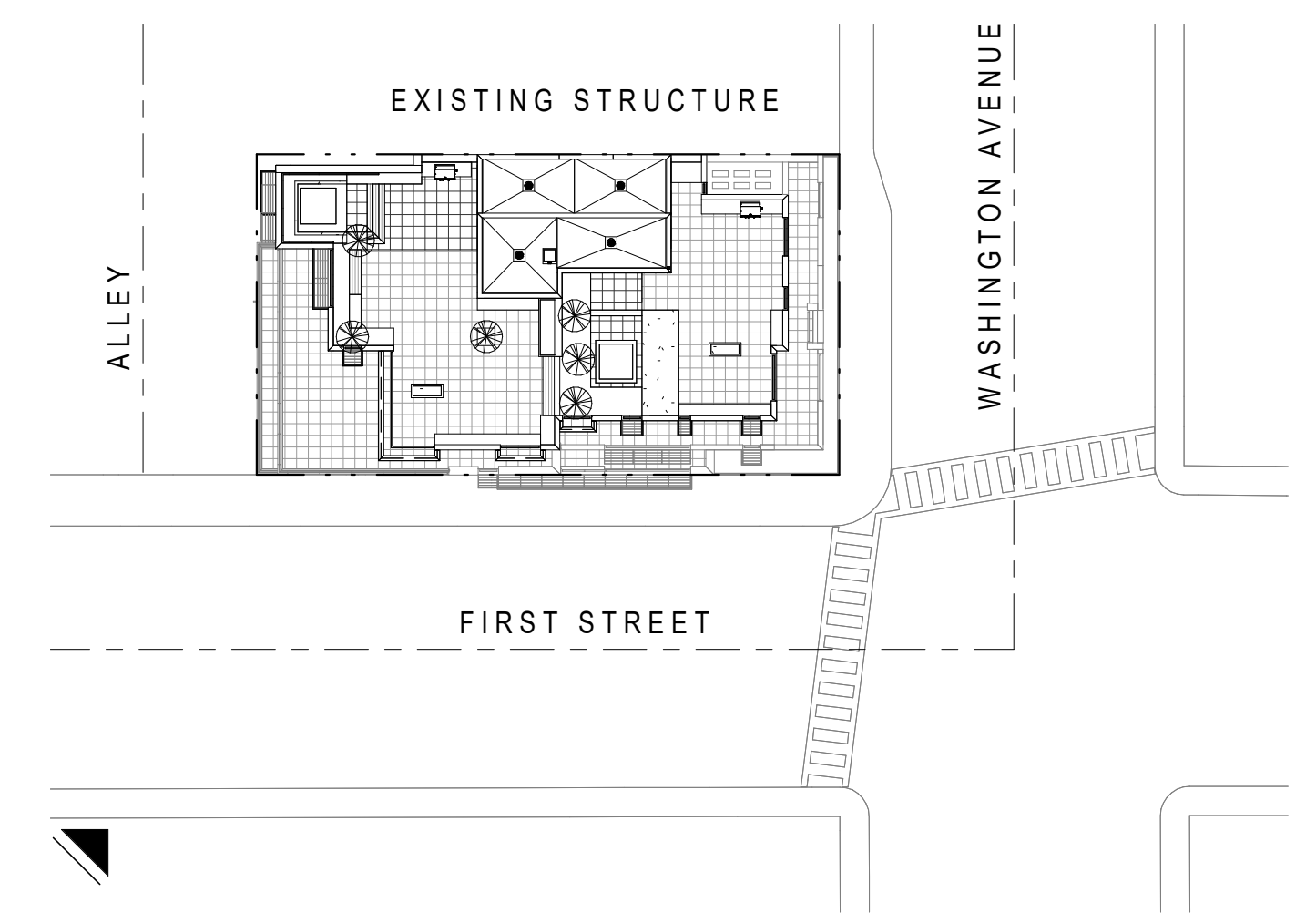
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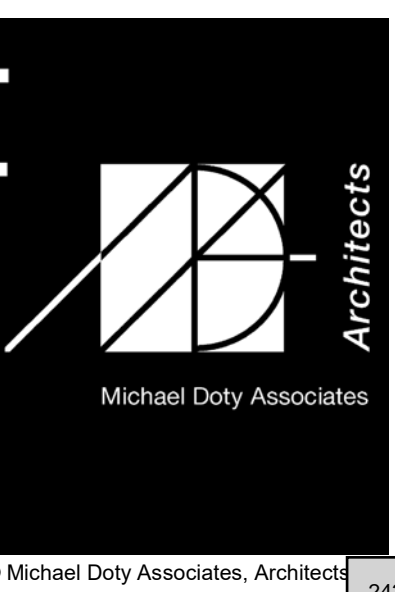
VIEW FROM FIRST AND ALLEY



# MOUNTAIN LAND DESIGN SHOWROOM AND RESIDENCES

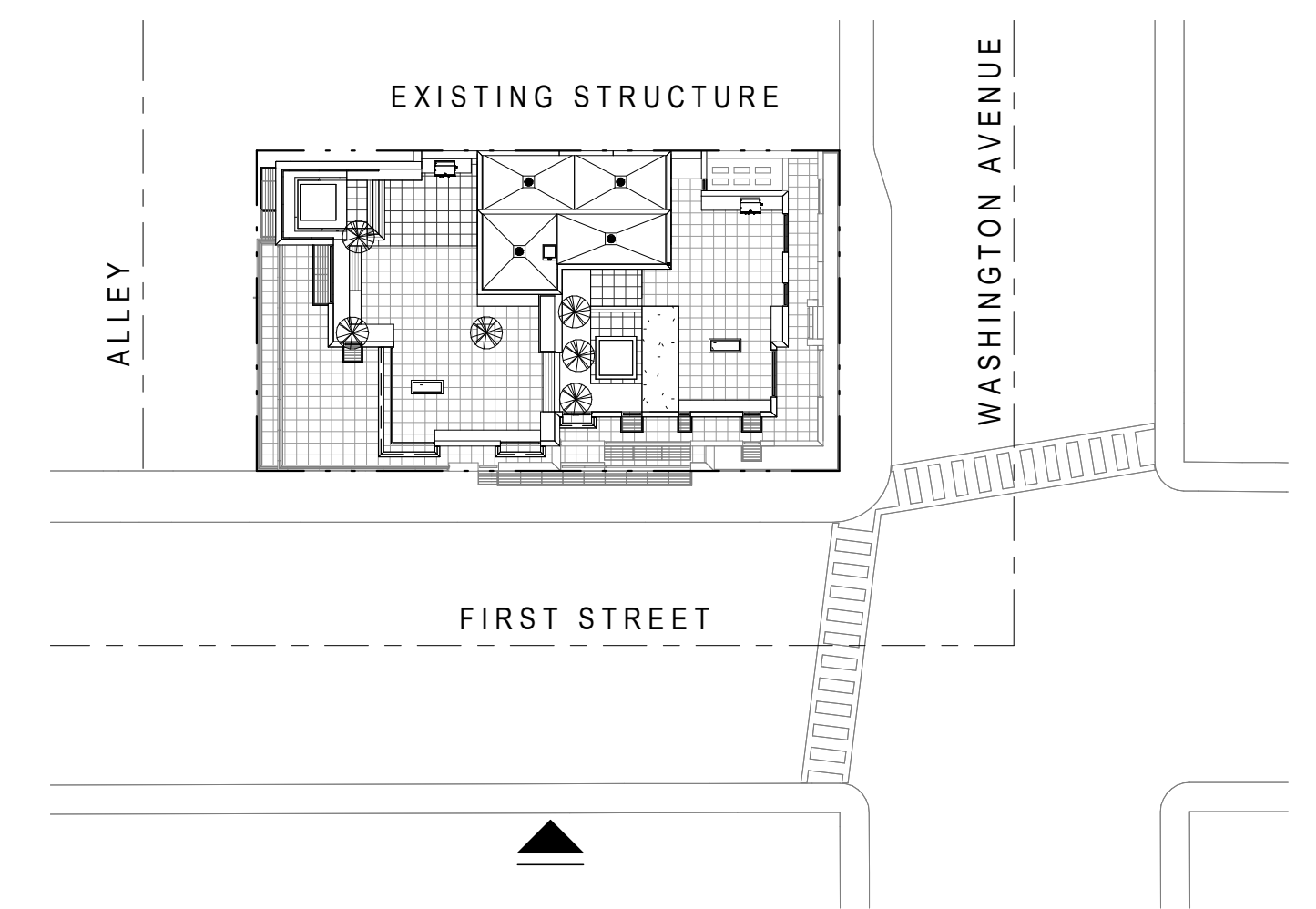
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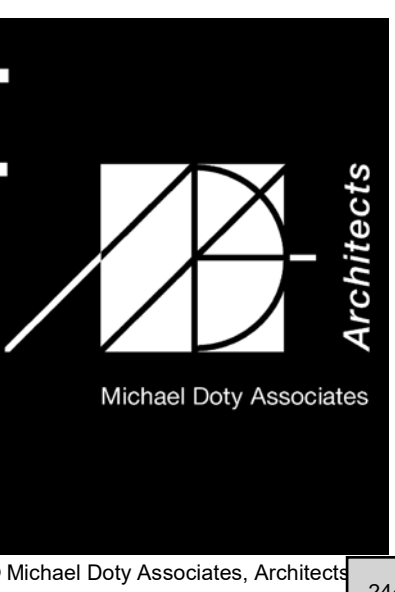
VIEW FROM FIRST STREET



# MOUNTAIN LAND DESIGN SHOWROOM AND RESIDENCES

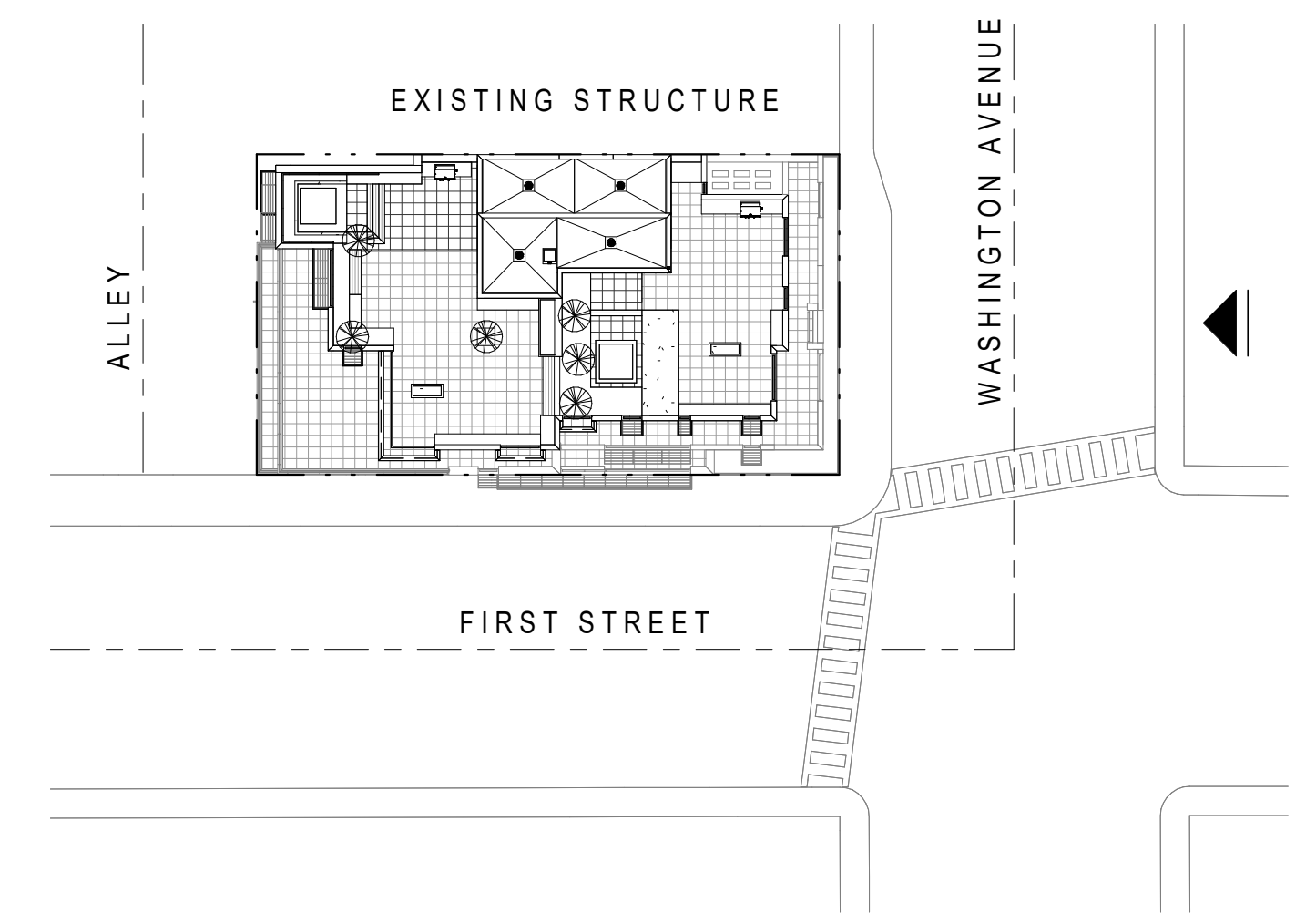
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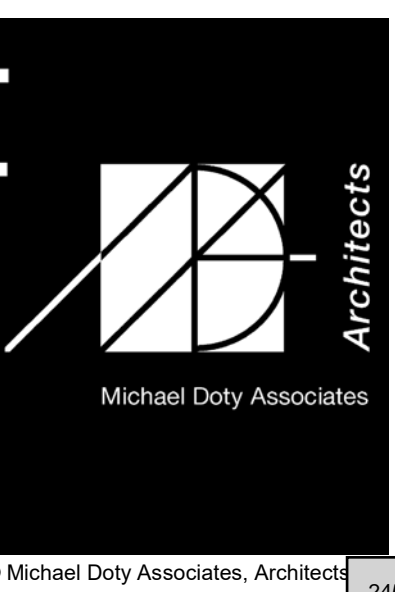
VIEW FROM WASHINGTON AVENUE

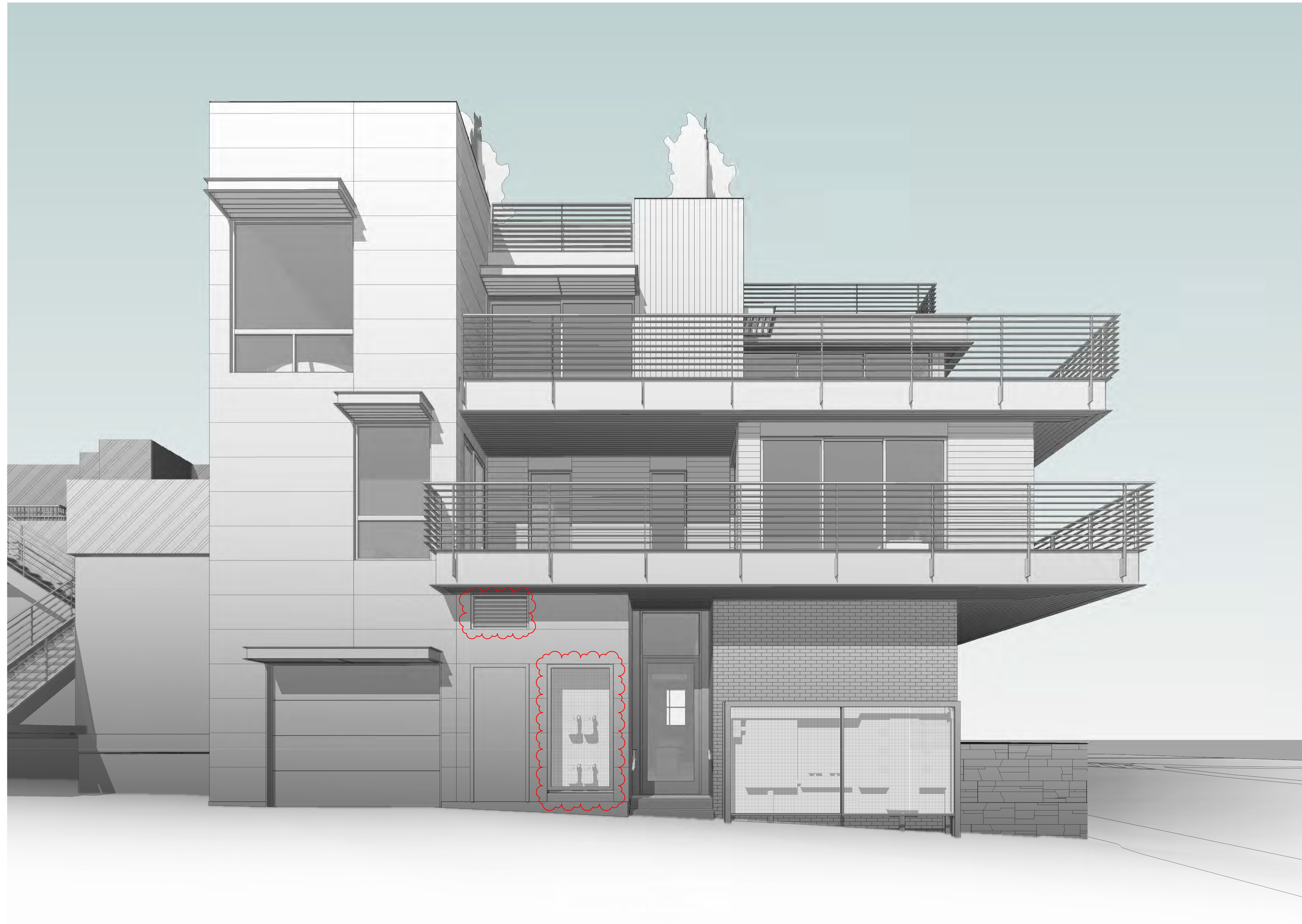


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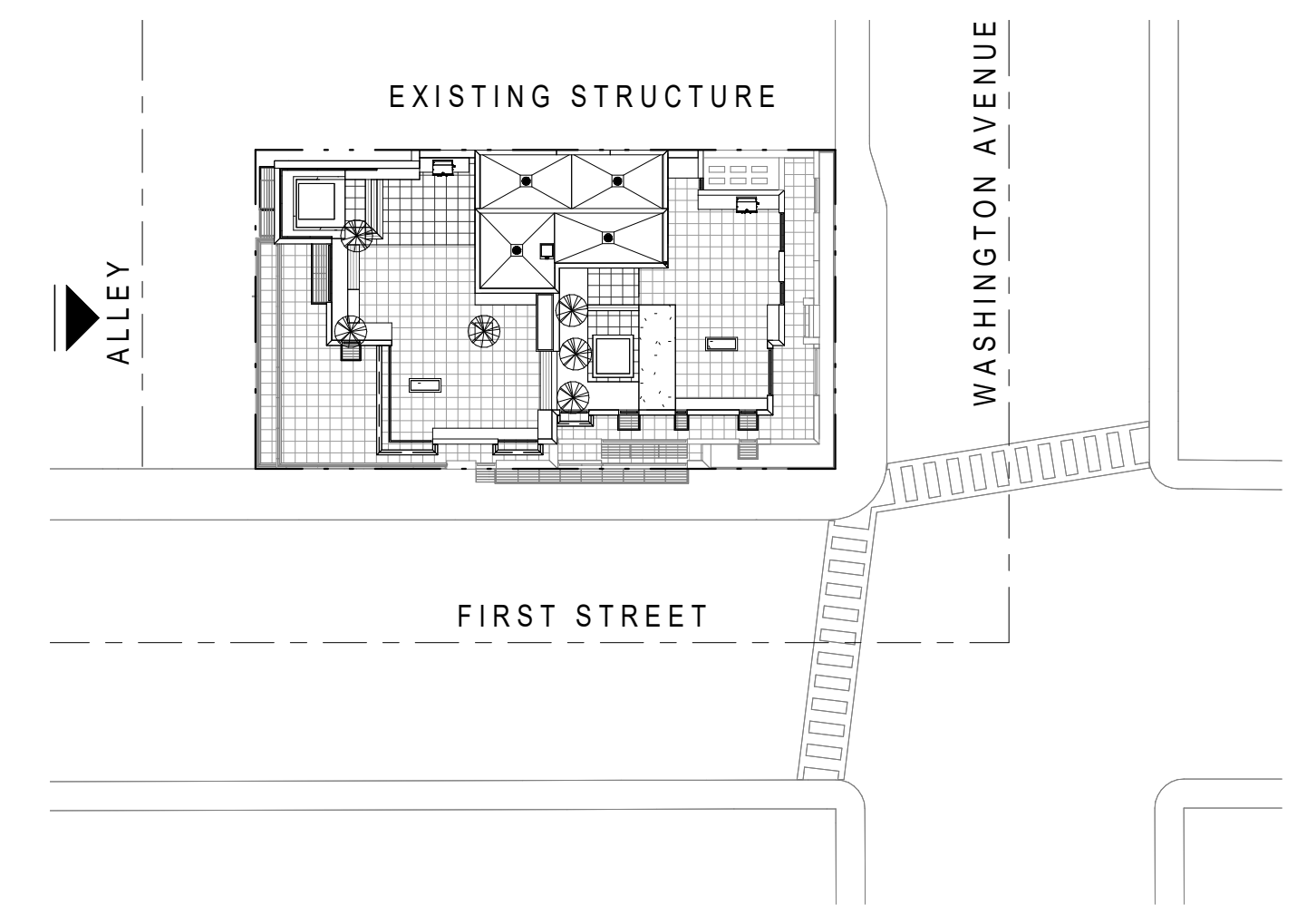
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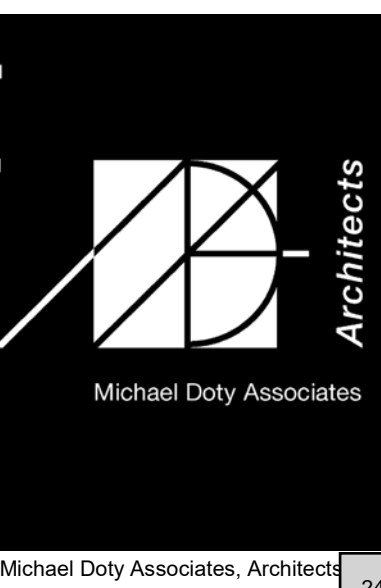
VIEW FROM ALLEY



# MOUNTAIN LAND DESIGN SHOWROOM AND RESIDENCES

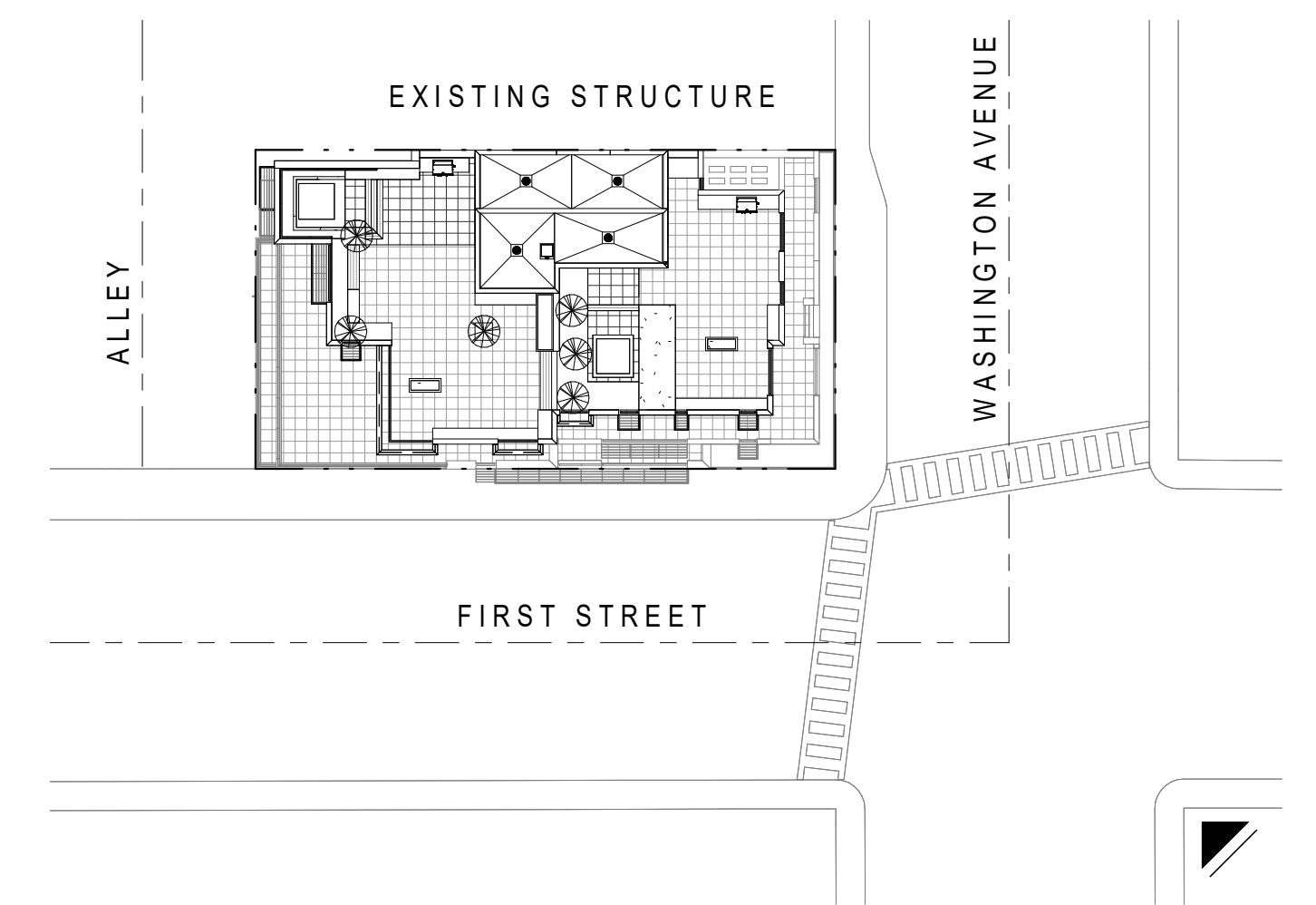
111 NORTH WASHINGTON AVENUE  
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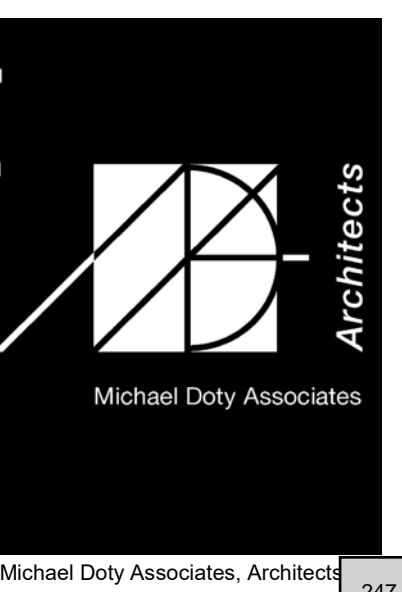
VIEW FROM FIRST AND WASHINGTON



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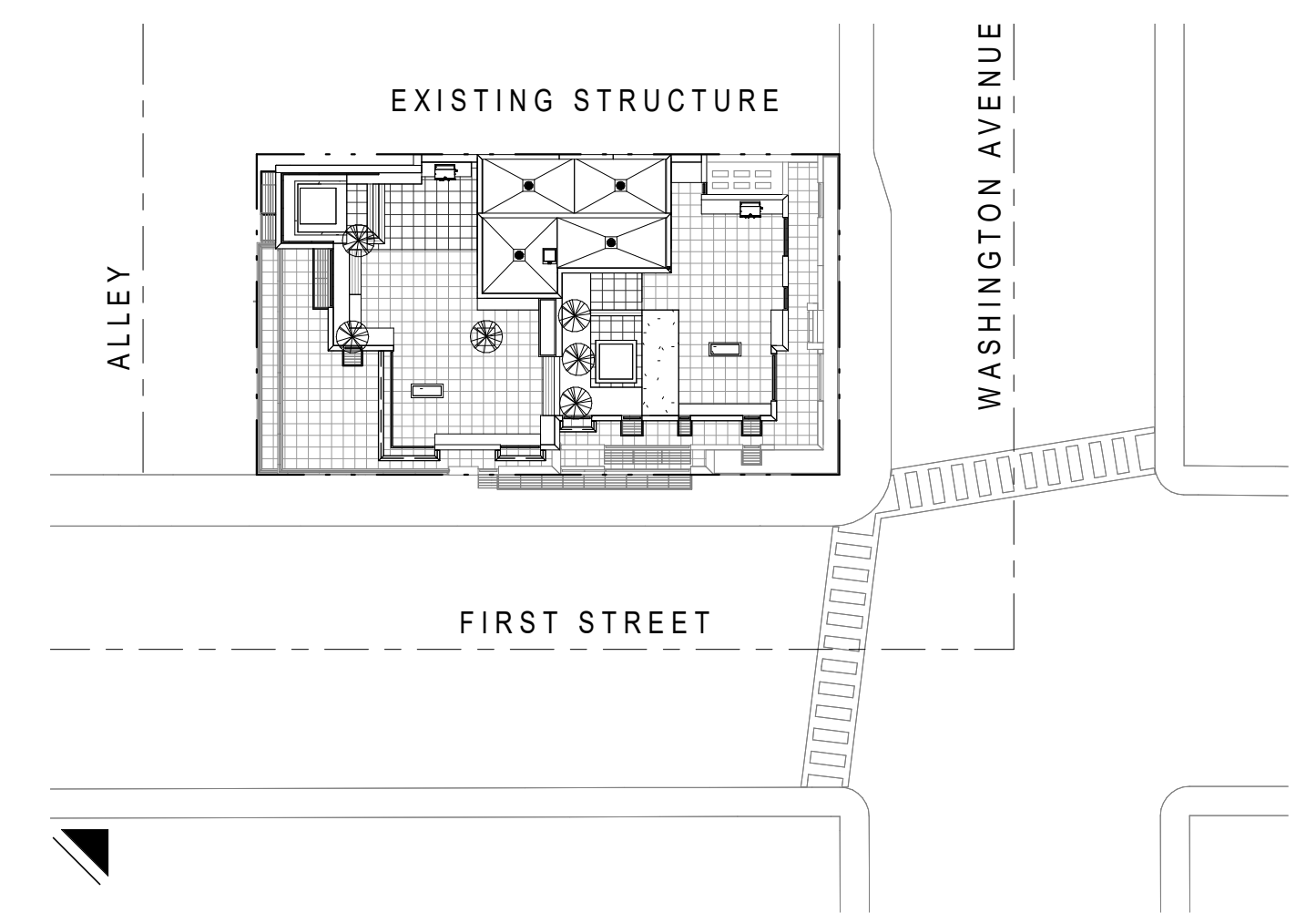
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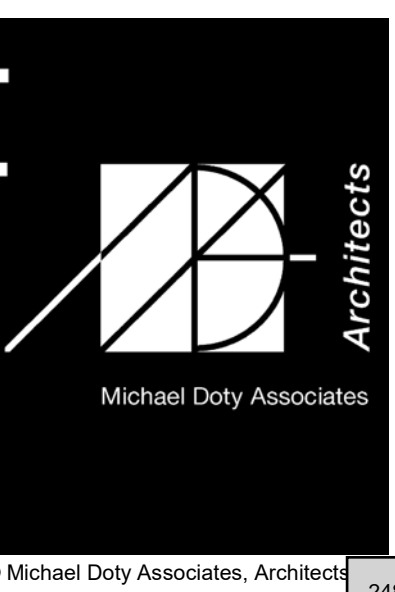
VIEW FROM FIRST AND ALLEY



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KETCHUM, IDAHO

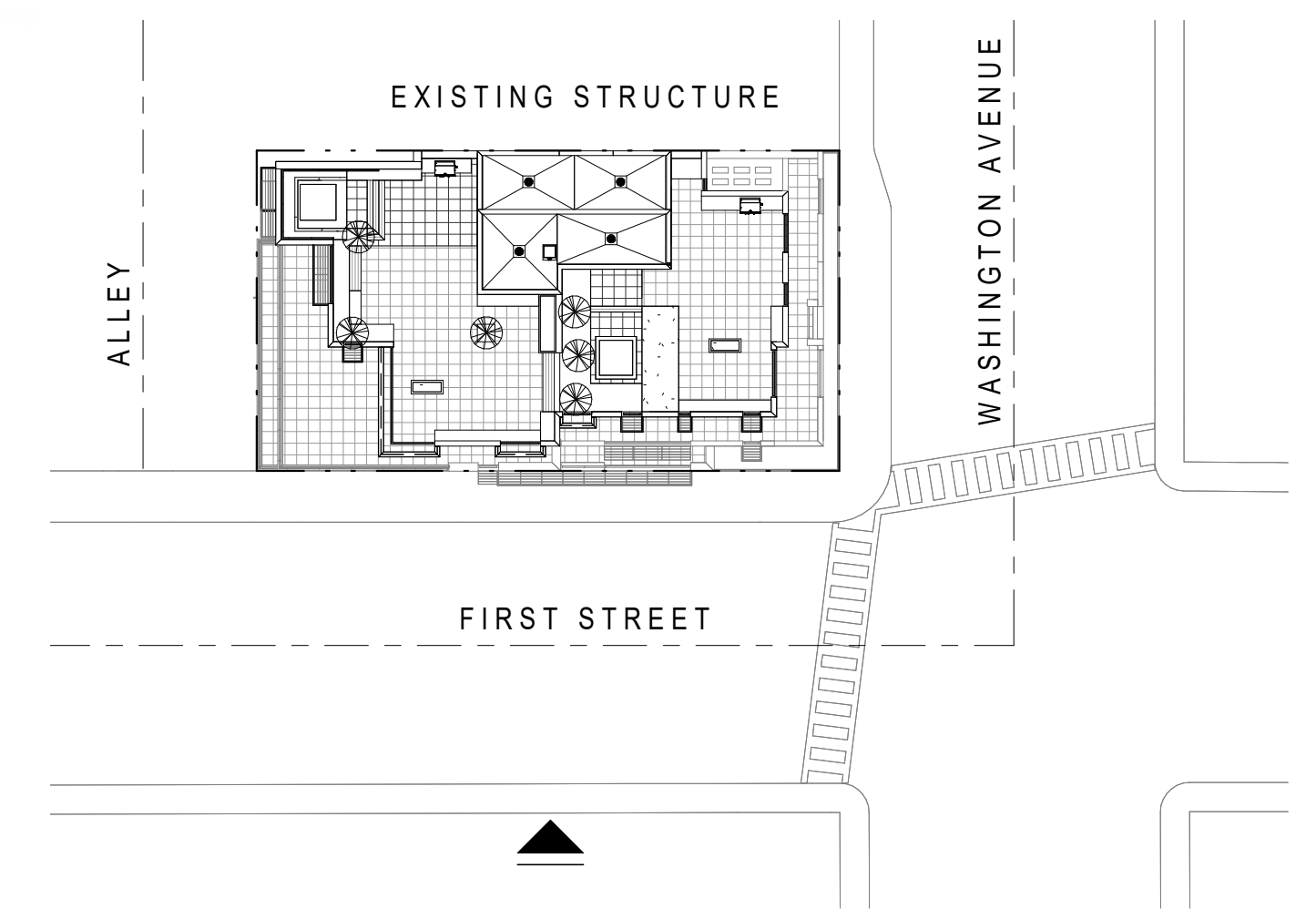
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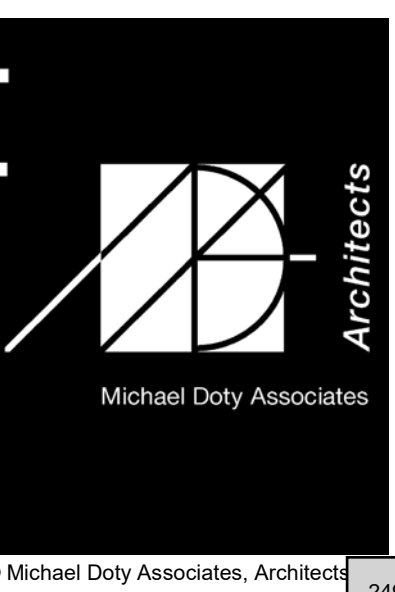
VIEW FROM FIRST STREET



# MOUNTAIN LAND DESIGN SHOWROOM AND RESIDENCES

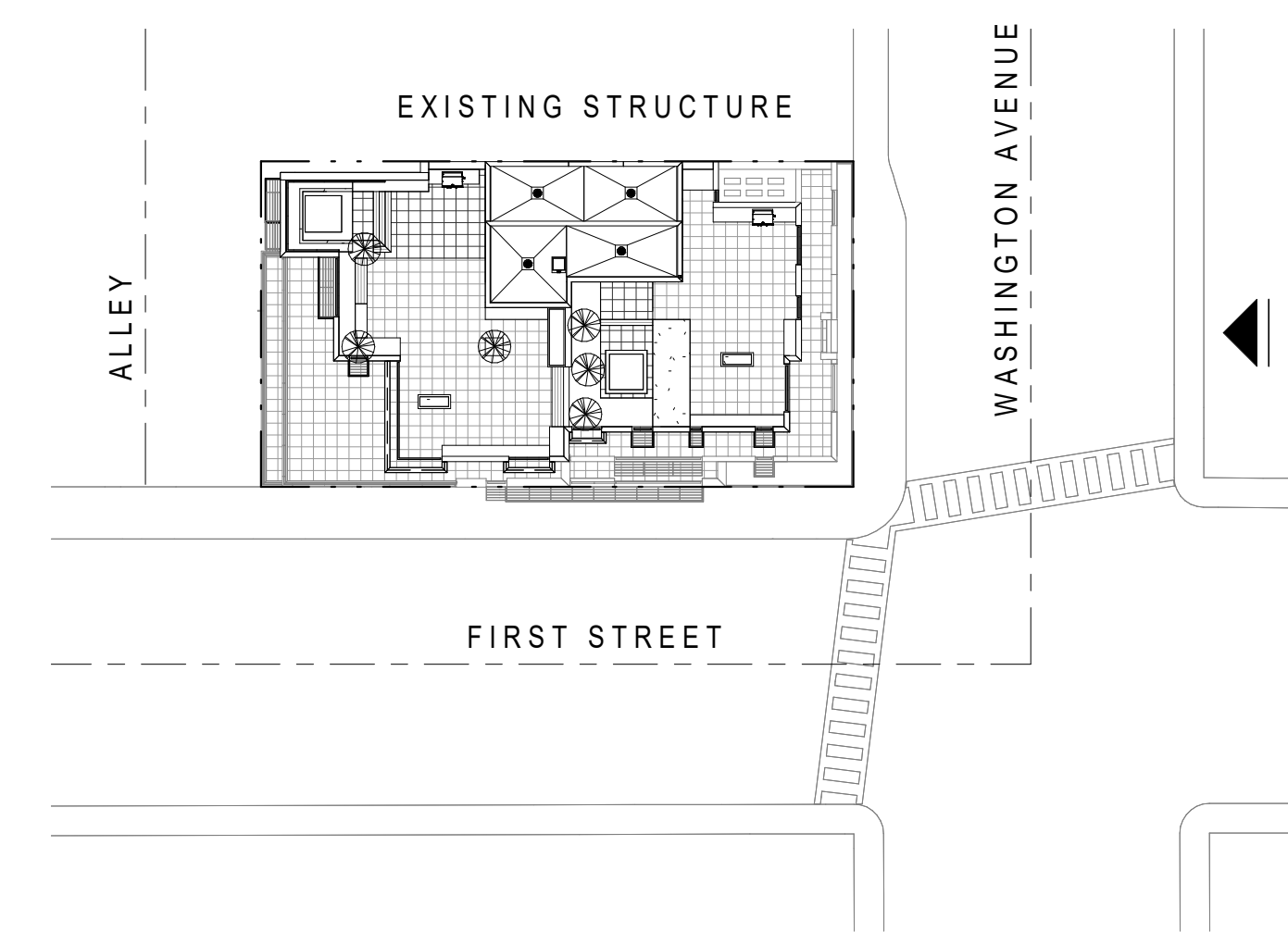
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VIEW FROM WASHINGTON AVENUE



# MOUNTAIN LAND DESIGN SHOWROOM AND RESIDENCES

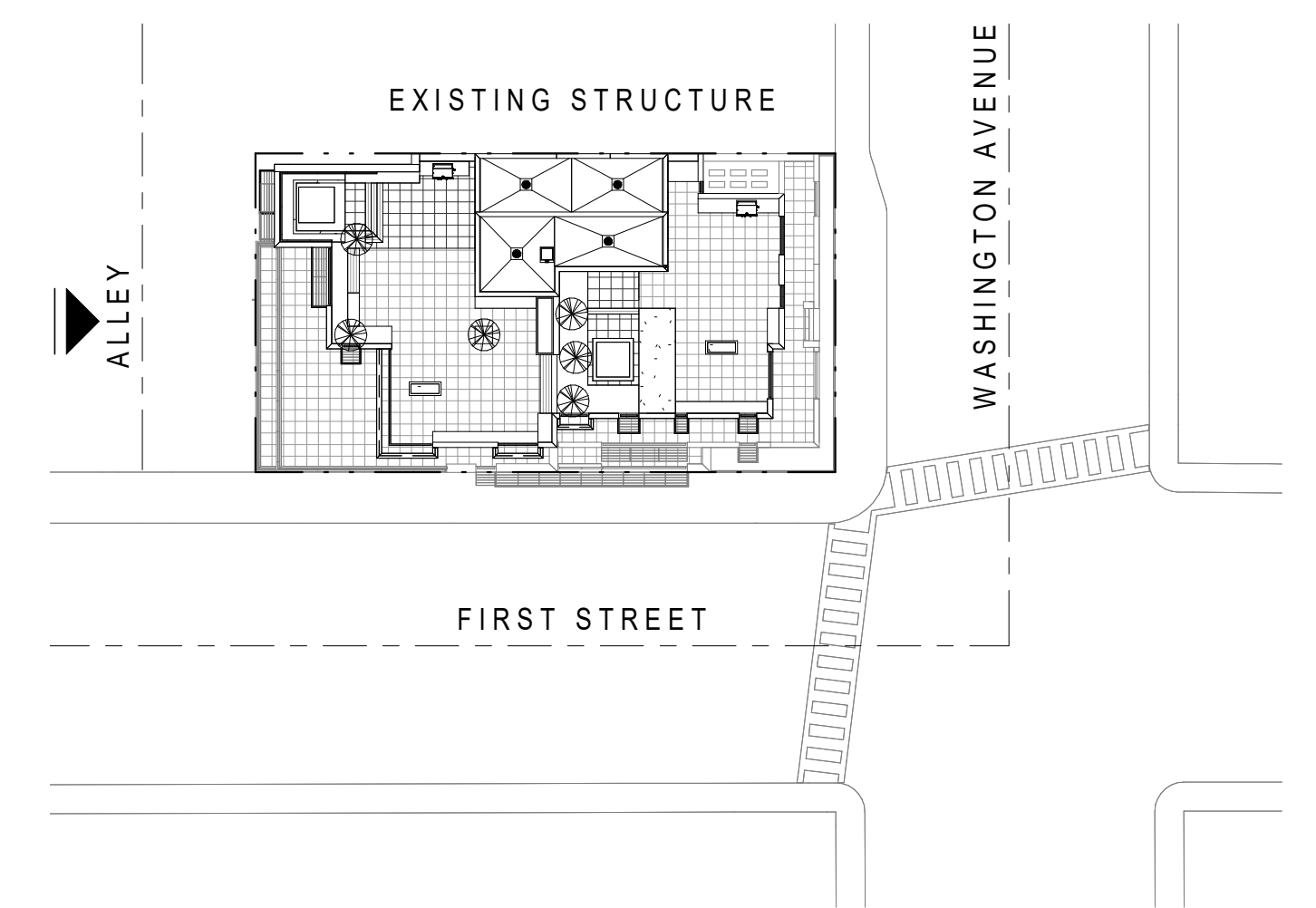
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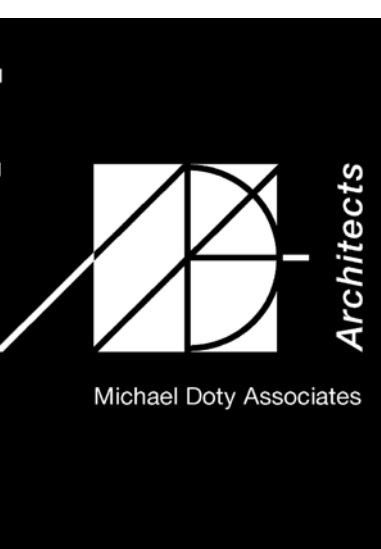
VIEW FROM ALLEY

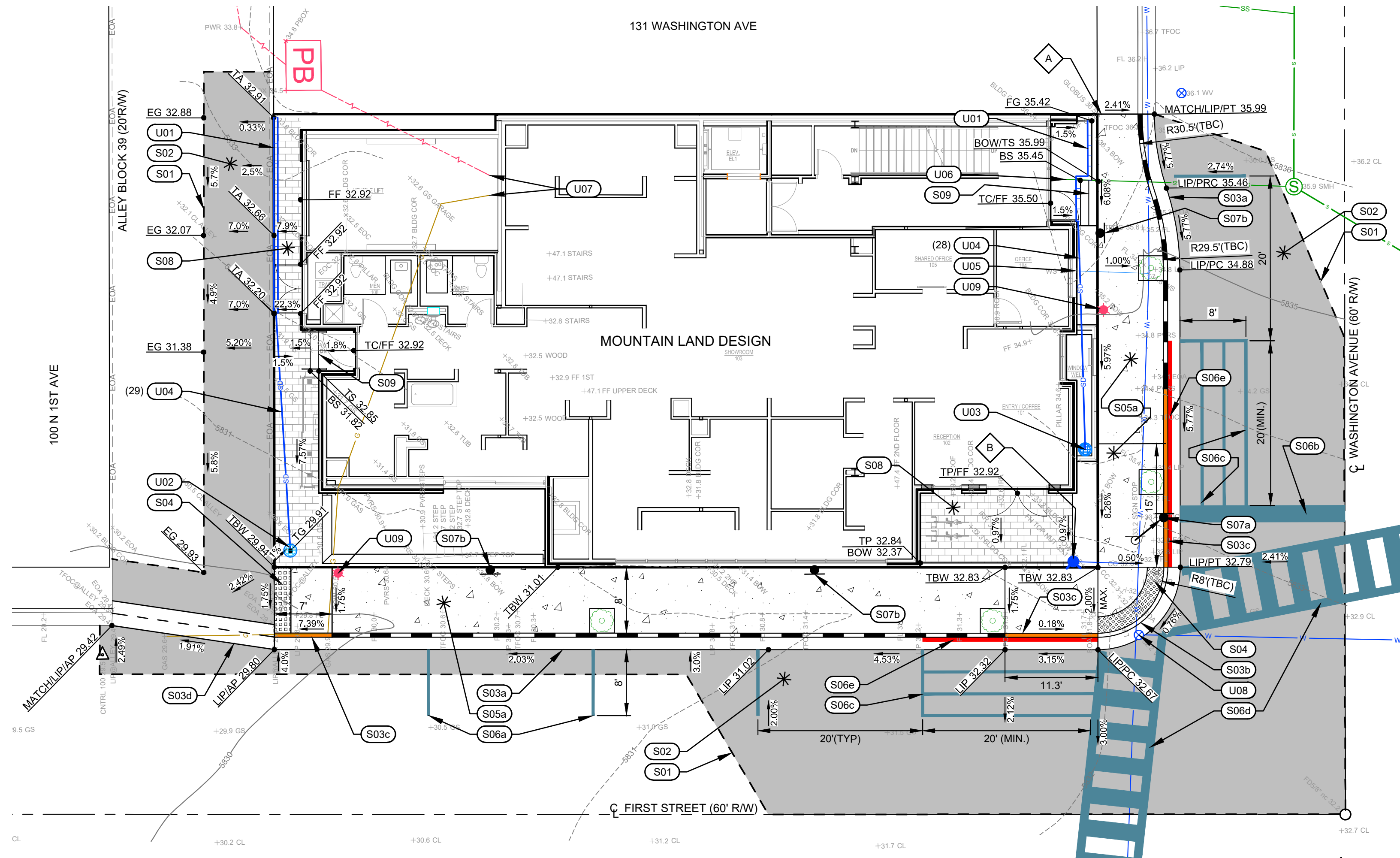


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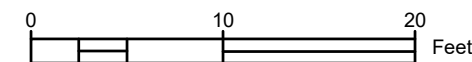
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KETCHUM, IDAHO

2/28/2022 REVISION  
5/19/2020





LEGEND	
<b>EXISTING ITEMS</b>	<b>PROPOSED ITEMS</b>
— PROPERTY BOUNDARY	— NEW ASPHALT
— ADJOINERS LOT LINE	— CONCRETE SIDEWALK
— CENTERLINE ROAD	— CONCRETE 6" VERTICAL CURB
— EOA	— CURB TRANSITION
— EOA-EDGE OF ASPHALT	— ZERO REVEAL CURB & GUTTER
— BOW/TFOC-SIDEWALK	— ADA ACCESS TRUNCATED DOME SIGN
— GAS SERVICE	— STORM DRAIN
— UNDERGROUND POWER	— DRYWELL WITH GRATED LID
— PVRs-PAVERS	— SAWCUT LINE
— FOUND 5/8" REBAR AS SHOWN	— ROAD PAINT
— FOUND ALUMINUM CAP	— GRADE
— SEWER MAN HOLE	— TRENCH DRAIN
— SEWER CLEAN OUT	— VALLEY GUTTER
— FIRE HYDRANT	— STREET LIGHT
— WATER VALVE	— THICKENED EDGE CONCRETE SIDEWALK
— POWER METER/TRANSFORMER	— PAVERS PER LANDSCAPE ARCHITECT
— GAS METER	— EXTERIOR WALL 1ST FLOOR
— AP = ANGLE POINT	— EXTERIOR WALL BASEMENT
— BS = BOTTOM OF STEP	— TREE WELL
— EG = EXISTING GRADE	— DRYWELL
— GS = GROUND ELEVATION	
— IRR = IRRIGATION BOX	
— FF = FINISHED FLOOR	
— LIP = LIP OF GUTTER	
— PC = POINT OF CURVE	
— PT = POINT OF TANGENT	
— PRC = POINT OF REVERSE CURVE	
— TBW = TOP BACK OF WALK	
— TC = TOP OF CONCRETE	
— TG = TOP OF GRATE	
— TP = TOP OF PAVERS	
— TS = TOP OF STEP	



### CONSTRUCTION KEYNOTES

#### SITE IMPROVEMENTS

- S01** SAWCUT EXISTING ASPHALT TO PROVIDE FOR A CLEAN VERTICAL EDGE.
  - S02** CONSTRUCT/ REPAIR ASPHALT. SEE DETAIL 1, SHEET C2.0.
  - S03** CONSTRUCT CONCRETE CURB
    - a. 6" CONCRETE VERTICAL CURB AND GUTTER PER DETAIL 4, SHEET C2.0.
    - b. ZERO REVEAL CURB AND GUTTER PER DETAIL 3, SHEET C2.0.
    - c. CURB TRANSITION PER DETAIL 3, SHEET C2.0 [ (byp.) ].
    - d. 3' WIDE CONCRETE VALLEY GUTTER PER DETAIL 7, SHEET C2.0.
  - S04** INSTALL TRUNCATED DOME DETECTABLE WARNING INSERT. SEE DETAIL 10, SHEET C2.0.
  - S05** CONSTRUCT CONCRETE SIDEWALK. WIDTH AS SHOWN HEREON.
    - a. CONSISTENT THICKNESS SIDEWALK. SEE DETAIL 2, SHEET C2.0.
    - b. THICKENED EDGE SIDEWALK. SEE DETAIL 2, SHEET C2.0.
  - S06** INSTALL PAVEMENT MARKINGS PER CITY OF KETCHUM STANDARDS
    - a. 4" WIDE YELLOW PARKING STRIPE
    - b. 24" WIDE WHITE STOP BAR
    - c. 4" WIDE YELLOW NO-PARKING STRIPE
    - d. WHITE CROSSWALK STRIPING (MATCH CITY PATTERNS)
    - e. NO PARKING ZONE (RED CURB)
  - S07** INSTALL SIGNS. CITY WILL PROVIDE SIGN BASES. SEE DETAIL 11, SHEET C2.0 FOR SIGN BASE DETAIL.
    - a. RELOCATE STOP/STREET SIGN.
    - b. REGULATORY SIGN. COORDINATE TYPE AND FINAL LOCATION WITH CITY OF KETCHUM.
  - S08** INSTALL PAVERS PER LANDSCAPE ARCHITECT PLANS.
  - S09** CONSTRUCT CONCRETE STAIRS WITH HANDRAILS PER DETAIL 9, SHEET C2.0.
- A** MATCH EXISTING LINES AND GRADES
- B** RETAIN AND PROTECT FIRE HYDRANT

#### UTILITY IMPROVEMENTS

- U01** TRENCH DRAIN WITH HEAT TAPE. SEE LANDSCAPE ARCHITECT DRAWINGS FOR DETAIL. INSTALL PER MANUFACTURERS SPECIFICATIONS.
- U02** INSTALL DRYWELL PER DETAIL 6, SHEET C2.0. CONNECT ROOF DRAINS PER ARCH. RIM ELEV = 5829.91 (ROUND GRATE) I.E. (IN) = 5826.91
- U03** INSTALL DRYWELL. PER DETAIL 8, SHEET C2.0. RIM ELEV = 5821.42 (ROUND GRATE) I.E. (IN) = 5818.82
- U04** INSTALL 6" Ø D3034 PVC PIPE @ S=2.0% MIN. (PIPE LENGTH, LF)
- U05** INSTALL NEW WATER SERVICE. DISCONNECT EXISTING SERVICE AT WATER MAIN. NEW SERVICE SIZE TO BE DETERMINED BY PLUMBING ENGINEER.
- U06** RETAIN, PROTECT, UTILIZE EXISTING 4" Ø SEWER SERVICE.
- U07** RELOCATE DRY UTILITIES PER ARCHITECTURAL PLANS.
- U08** RELOCATE GAVE VALVE OUT OF ZERO REVEAL CURB AND GUTTER. COORDINATE WORK WITH CITY OF KETCHUM WATER DEPARTMENT.
- U09** INSTALL STREET LIGHT PER CITY OF KETCHUM STANDARDS. APPROXIMATE LOCATION SHOWN.

### CONSTRUCTION NOTES

1. ALL CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE MOST CURRENT EDITION OF THE "IDAHO REGULATIONS FOR PUBLIC DRINKING WATER SYSTEMS," THE CURRENT EDITION OF THE "IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION" (ISPMC), AND CITY OF KETCHUM STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND KEEPING A COPY OF THE ISPMC ON SITE DURING CONSTRUCTION.
2. THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN ON THE PLANS IN AN APPROXIMATE WAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING EXISTING UTILITIES PRIOR TO COMMENCING AND DURING THE CONSTRUCTION. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH RESULT FROM HIS FAILURE TO ACCURATELY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. CONTRACTOR SHALL CALL DIGLINE (1-800-342-1585) TO LOCATE ALL EXISTING UNDERGROUND UTILITIES.
3. THE CONTRACTOR SHALL CLEAN UP THE SITE AFTER CONSTRUCTION SO THAT IT IS IN A CONDITION EQUAL TO OR BETTER THAN THAT WHICH EXISTED PRIOR TO CONSTRUCTION, INCLUDING BUT NOT LIMITED TO, EPA'S NPDES CONSTRUCTION GENERAL PERMIT.
4. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION.
5. CONSTRUCTION OF WATER MAINS AND ALL OTHER RELATED APPURTENANCES SHALL BE IN ACCORDANCE WITH THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPMC), IDAPA 58.01.08, IDAHO RULES FOR PUBLIC DRINKING WATER SYSTEMS AND THE CITY OF KETCHUM UTILITIES DEPARTMENT STANDARDS.
6. CONTRACTOR SHALL PRESSURE TEST, DISINFECT, AND CONDUCT BIOLOGICAL TESTING IN ACCORDANCE WITH THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPMC), AMERICAN WATER WORKS ASSOCIATION (AWWA) STANDARDS, AND THE PRESSURE TESTING, DISINFECTION, AND MICROBIOLOGICAL TESTING PROCEDURES.
7. ALL WATER SUPPLY FIXTURES, FITTINGS, PIPING, AND ALL RELATED APPURTENANCES SHALL BE ANS/NSF STD. 61 COMPLIANT.
8. ALL WATER SUPPLY FIXTURES, FITTINGS, PIPING, AND ALL RELATED APPURTENANCES SHALL COMPLY WITH THE LOW LEAD ACT REQUIRING ALL MATERIALS TO HAVE A LEAD CONTENT EQUAL TO OR LESS THAN 0.25%.
9. THE CONTRACTOR SHALL USE ANS/NSF STANDARD 60 CHEMICALS AND COMPOUNDS DURING INSTALLATION & DISINFECTION OF POTABLE WATER MAIN.
10. CONTRACTOR SHALL COORDINATE LOCATIONS OF DRY UTILITY FACILITIES (POWER, CABLE, PHONE, TV) NOT SHOWN ON THE DRAWING WITH IDAHO POWER.
11. ALL CLEARING & GRUBBING SHALL CONFORM TO ISPMC SECTION 201.
12. ALL EXCAVATION & EMBANKMENT SHALL CONFORM TO ISPMC SECTION 202. EXCAVATED SUBGRADE SHALL BE COMPACTED AND ALL UNSUITABLE SECTIONS REMOVED AND REPLACED WITH STRUCTURAL FILL AS DETERMINED BY THE ENGINEER. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 95% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99 OR TD T-91.
13. ALL 2" MINUS GRAVEL SHALL CONFORM TO ISPMC 802. TYPE II (ITD STANDARD 703.04, 2") SHALL BE PLACED IN CONFORMANCE WITH ISPMC SECTION 801 AND COMPACTED PER SECTION 202. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 90% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99.
14. ALL 3/4" MINUS CRUSHED GRAVEL SHALL CONFORM TO ISPMC 802. TYPE I (ITD STANDARD 703.04, 3/4" B), SHALL BE PLACED IN CONFORMANCE WITH ISPMC SECTION 802 AND COMPACTED PER SECTION 202. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 95% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99 OR TD T-91.
15. ALL ASPHALTIC CONCRETE PAVEMENT WORK SHALL CONFORM TO ISPMC SECTION(S) 805, 810, AND 811 FOR CLASS II PAVEMENT. ASPHALT AGGREGATE SHALL BE 1/2" (13MM) NOMINAL SIZE CONFORMING TO TABLE 803B IN ISPMC SECTION 803. ASPHALT BINDER SHALL BE PG 58-28 CONFORMING TO TABLE A-1 IN ISPMC SECTION 805.
16. ALL EDGES OF EXISTING ASPHALT PAVING SHALL BE SAW CUT 24" TO PROVIDE A CLEAN PAVEMENT EDGE FOR MATCHING. NO WHEEL CUTTING SHALL BE ALLOWED.
17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING TRAFFIC CONTROL PER THE CURRENT EDITION OF THE US DEPARTMENT OF TRANSPORTATION MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
18. ALL CONCRETE FORM WORK SHALL CONFORM TO ISPMC SECTION 701 AND 703. ALL CONCRETE SHALL BE 3,000 PSI MINIMUM, 28 DAY, AS DEFINED IN ISPMC SECTION 703, TABLE 1.C.
19. ALL TRENCHING SHALL CONFORM TO ISPMC STANDARD DRAWING SD-301. TRENCHES SHALL BE BACKFILLED AND COMPACTED TO A MINIMUM OF 95% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T-99.
20. TOPOGRAPHIC, SITE, AND BOUNDARY SURVEYS SHOWN HEREON WERE CONDUCTED BY ALPINE ENTERPRISES INC.
21. PER IDAHO CODE § 55-1613, THE CONTRACTOR SHALL RETAIN AND PROTECT ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS AND POINTS SET IN CONTROL SURVEYS; ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS AND POINTS SET IN CONTROL SURVEYS THAT ARE LOST OR DISTURBED BY CONSTRUCTION SHALL BE REESTABLISHED AND RE-MONUMENTED, AT THE EXPENSE OF THE AGENCY OR PERSON CAUSING THEIR LOSS OR DISTURBANCE AT THEIR ORIGINAL LOCATION OR BY SETTING OF A WITNESS CORNER OR REFERENCE POINT OR A REPLACEMENT BENCHMARK OR CONTROL POINT, BY OR UNDER THE DIRECTION OF A PROFESSIONAL LAND SURVEYOR.

A PRELIMINARY SITE, GRADING, DRAINAGE, AND UTILITY PLAN FOR  
**111 N WASHINGTON AVE.**  
 LOCATED WITHIN SECTION 18, T.4 N., R.18 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
 PREPARED FOR 360 VIEWS, LLC

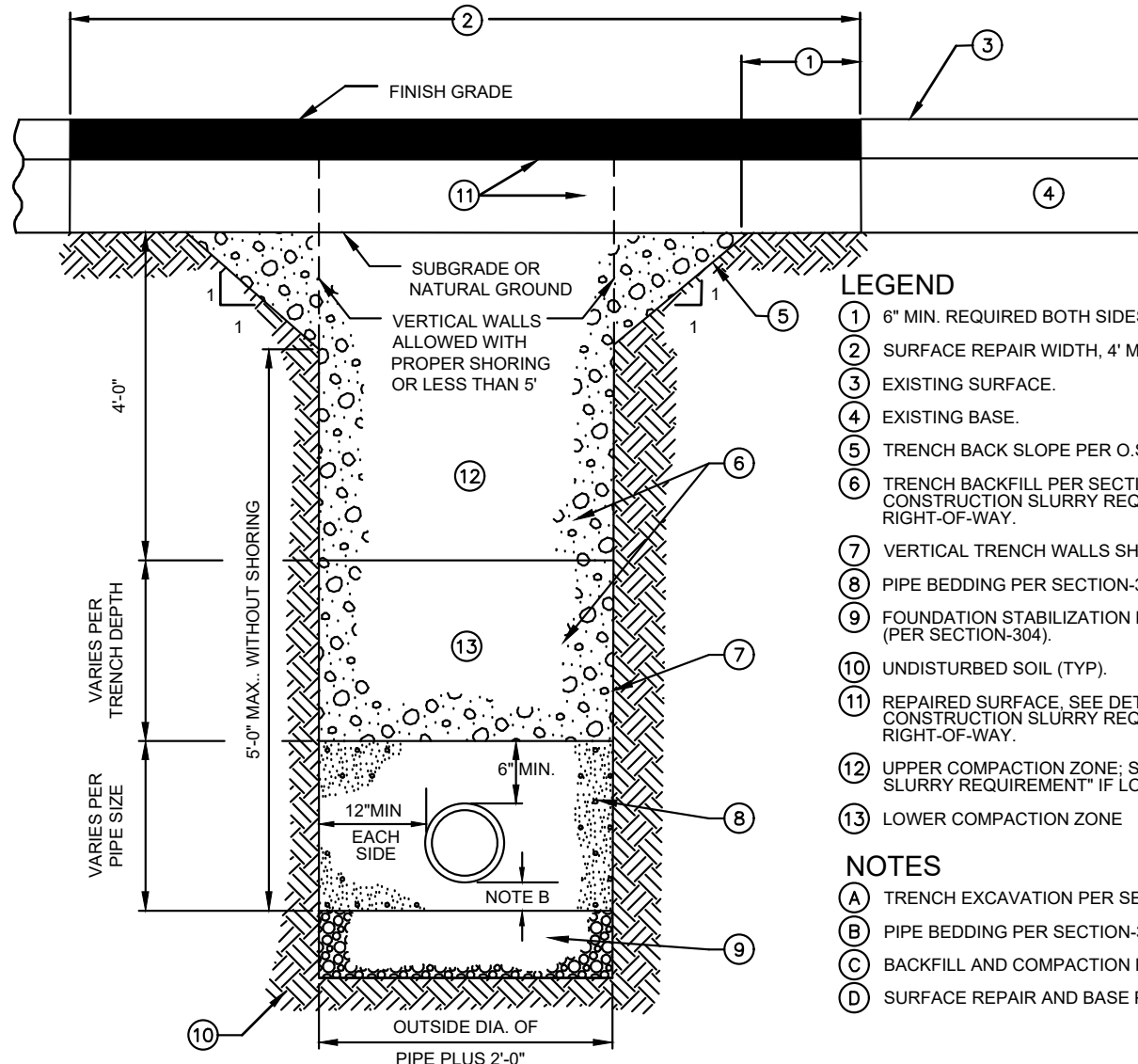
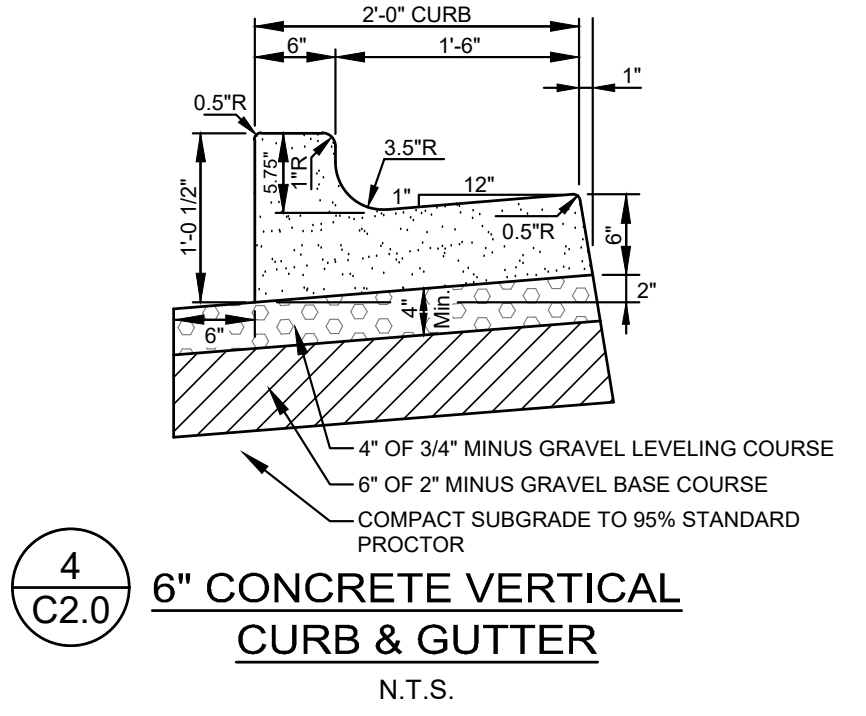
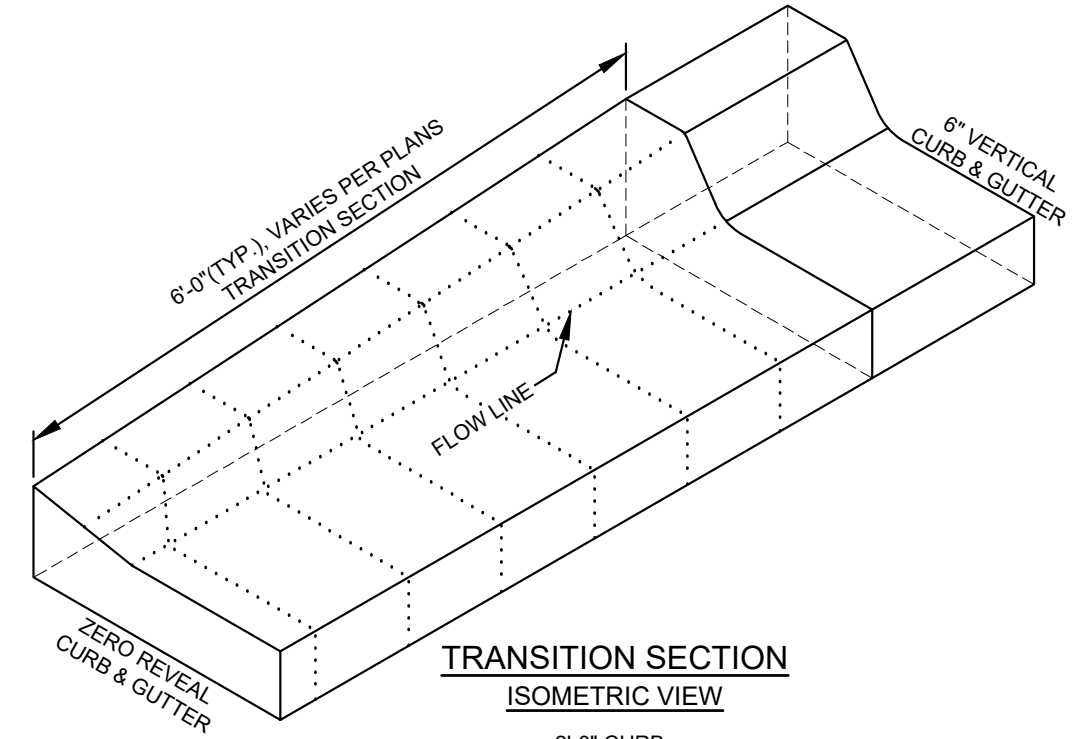
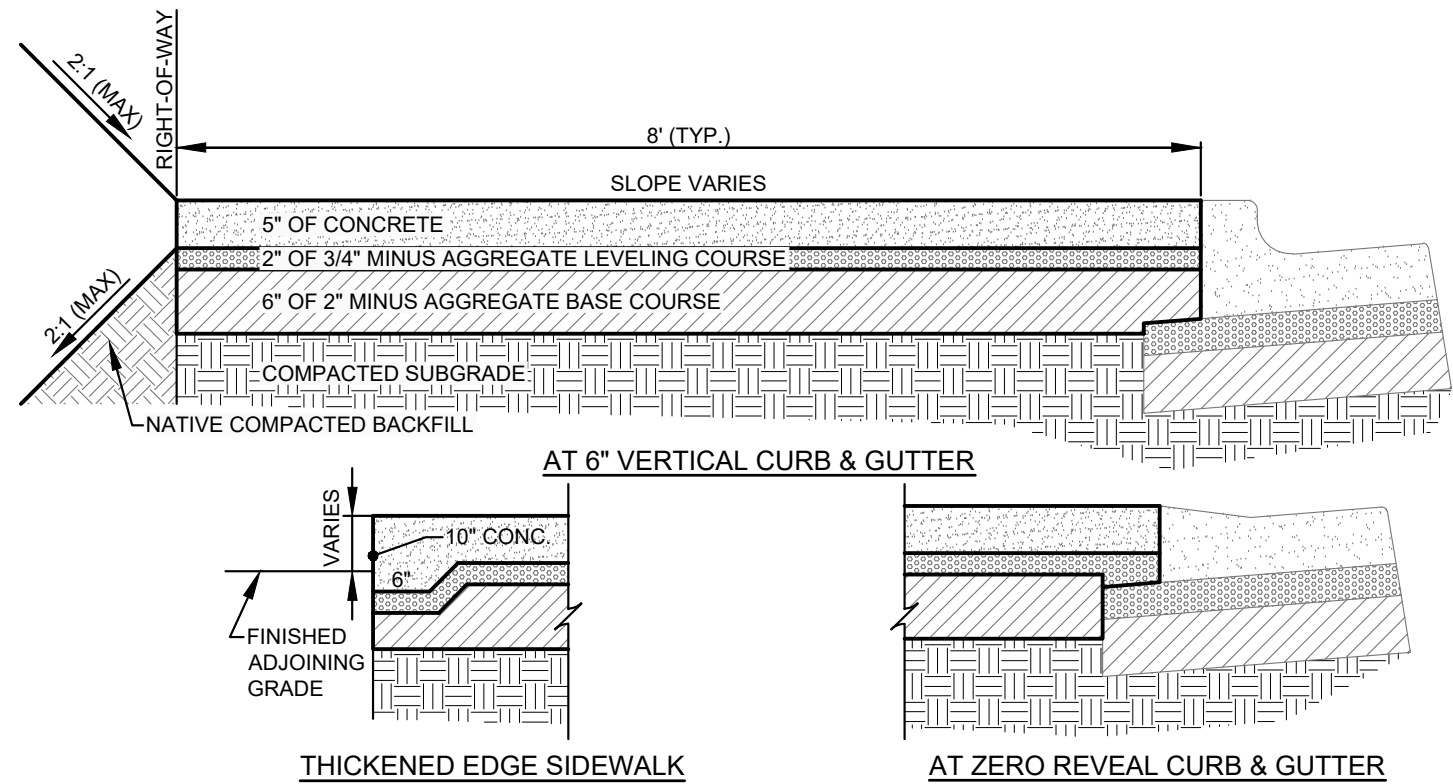
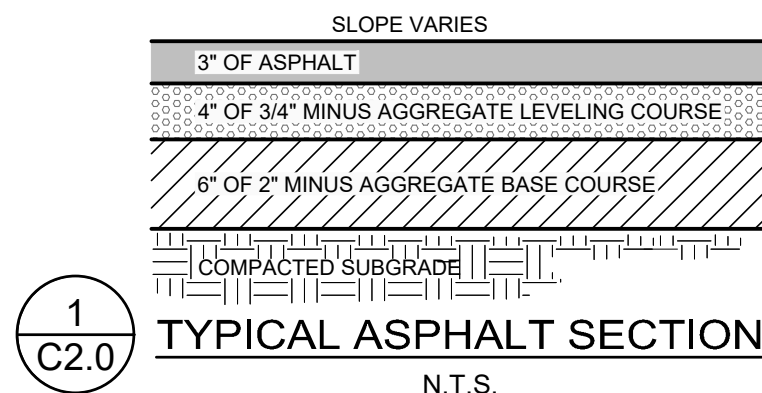
NO.	DATE	BY	REVISIONS
1	05/05/20	SKS	ISSUE FOR BUILDING DESIGN REVIEW

DESIGNED BY: SKS  
 CHECKED BY: SNE  
 REUSE OF DRAWINGS: If used on any project or extension of this project without agreement in writing with Galena Engineering, Inc., the user shall be liable for any and all damages.

**GALENA ENGINEERING, INC.**  
 Civil Engineers & Land Surveyors  
 317 N. River Street  
 Hailey, Idaho 83333  
 (208) 788-1705  
 (208) 788-4612 fax  
 email: galena@galena-engineering.com



C1.0



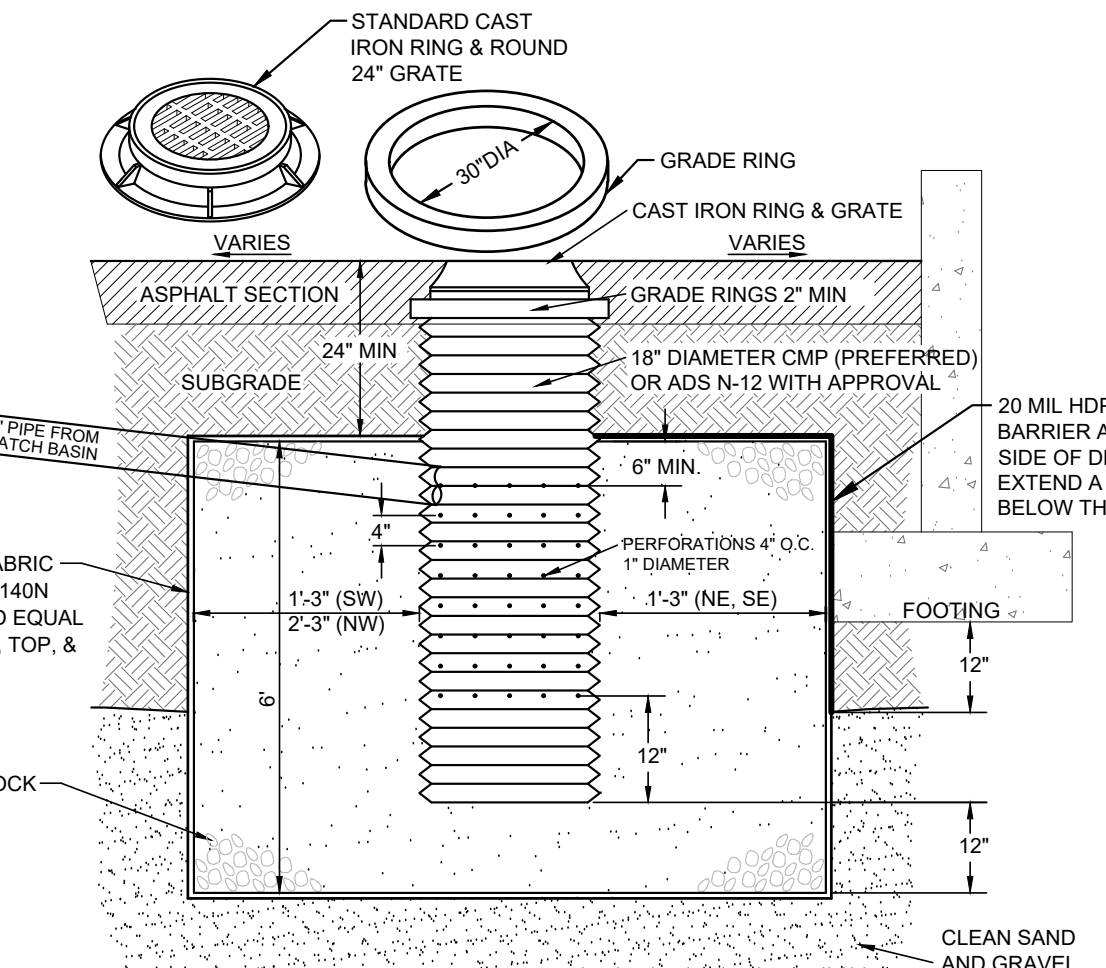
- LEGEND**
- 8\"/>
  - SURFACE REPAIR WIDTH, 4\"/>
  - EXISTING SURFACE.
  - EXISTING BASE.
  - TRENCH BACK SLOPE PER O.S.H.A. OR SUITABLE SHORING.
  - TRENCH BACKFILL PER SECTION-306, OR SEE \"KETCHUM PUBLIC CONSTRUCTION SLURRY REQUIREMENT\" IF LOCATED WITHIN PUBLIC RIGHT-OF-WAY.
  - VERTICAL TRENCH WALLS SHORING PER O.S.H.A.
  - PIPE BEDDING PER SECTION-305 (SEE SD-302).
  - FOUNDATION STABILIZATION MAY VARY PER SOIL TYPE AND STABILITY (PER SECTION-304).
  - UNDISTURBED SOIL (TYP).
  - REPAIRED SURFACE. SEE DETAILS 1 AND 2. SEE \"KETCHUM PUBLIC CONSTRUCTION SLURRY REQUIREMENT\" IF LOCATED WITHIN PUBLIC RIGHT-OF-WAY.
  - UPPER COMPACTION ZONE. SEE \"KETCHUM PUBLIC CONSTRUCTION SLURRY REQUIREMENT\" IF LOCATED WITHIN PUBLIC RIGHT-OF-WAY.
  - LOWER COMPACTION ZONE.
- NOTES**
- TRENCH EXCAVATION PER SECTION-301.
  - PIPE BEDDING PER SECTION-305.
  - BACKFILL AND COMPACTION PER SECTION-306.
  - SURFACE REPAIR AND BASE PER DETAIL 3C20.

**KETCHUM PUBLIC CONSTRUCTION SLURRY REQUIREMENT**  
 IN AREAS WHERE IT IS NECESSARY TO CUT THE ASPHALT PAVEMENT AND DIG A TRENCH FOR BURIAL OF CONDUIT CABLE OR OTHER CITY UTILITY, THE TRENCH SHALL BE BACKFILLED WITH A LEAN CONCRETE MIX TO THE BOTTOM OF FINISH SURFACE MATERIAL WITH THE FOLLOWING PROPORTIONS OF MATERIALS:

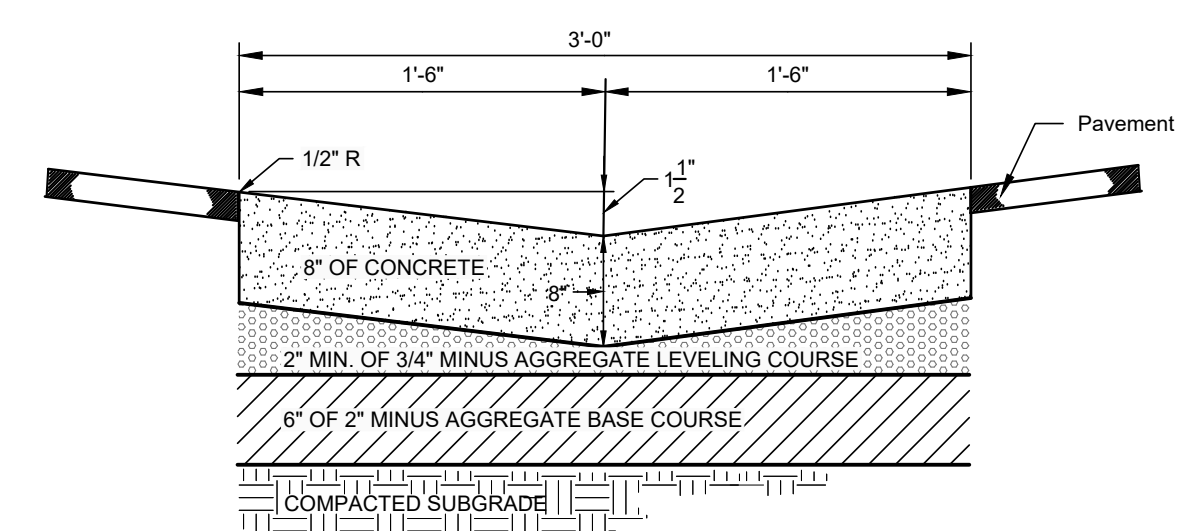
COARSE AGGREGATE (3/4\"/>

WATER CONTENT IS MAXIMUM AND MAY BE REDUCING DOWNWARD. CARES SHALL BE TAKEN TO ASSURE THAT EXCESS WATER IS NOT PRESENT IN THE MIXING DRUM PRIOR TO CHARGING THE MIXER WITH MATERIALS. THOROUGH MIXING WILL BE REQUIRED PRIOR TO DISCHARGE.

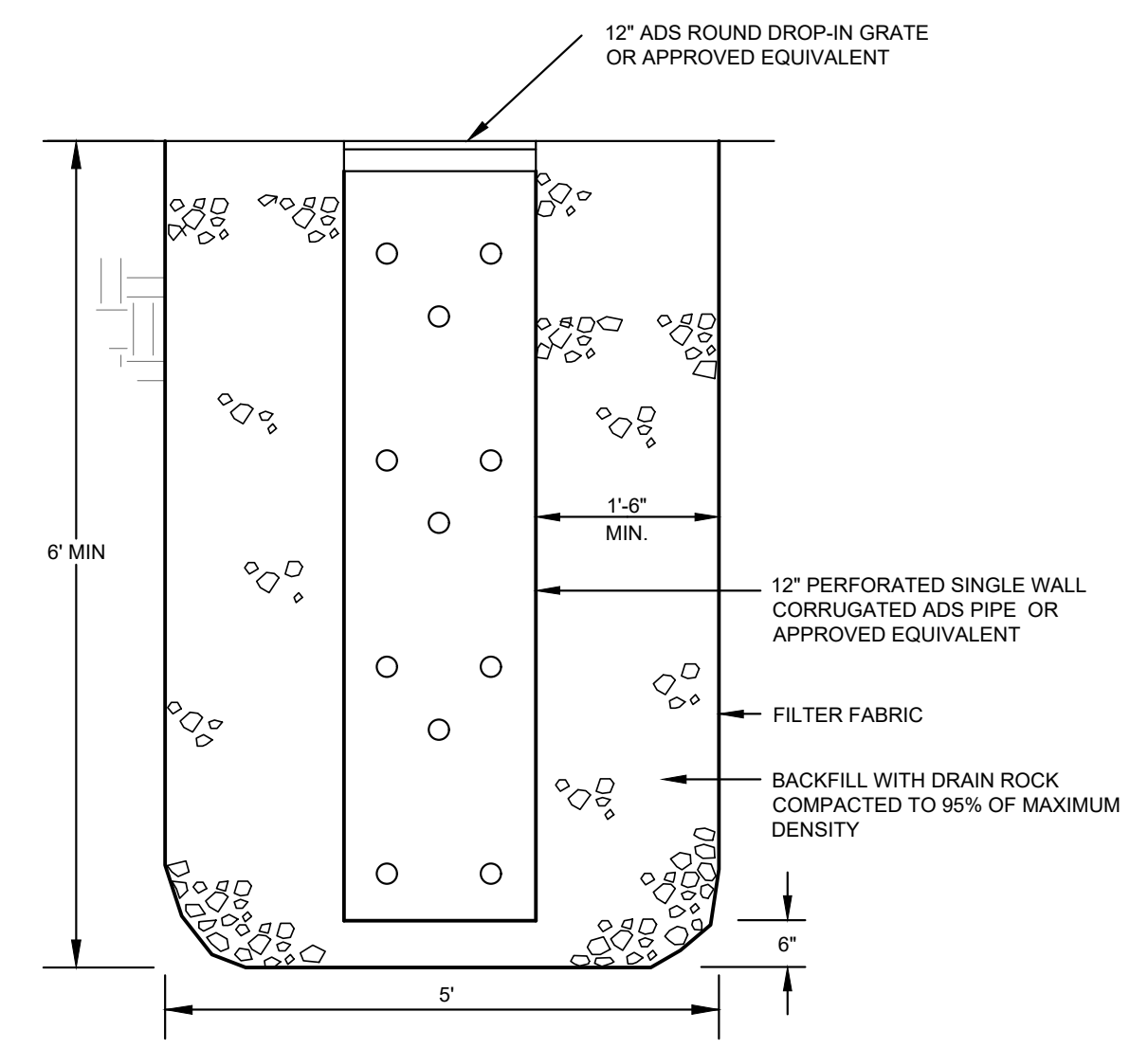
NO COMPACTION, VIBRATION OR FINISHING IS REQUIRED. THE LEAN CONCRETE MIX SHALL BE STRUCK OFF AT OR BELOW THE ELEVATION OF THE PLANT MIX SURFACING WITH A SQUARE NOSE SHOVEL OR SIMILAR HAND TOOL. THE BACKFILL MIX SHALL BE ALLOWED TO SET FOR A MINIMUM OF 2 HOURS BEFORE THE PERMANENT PLANT MIX SURFACING IS PLACED TO COMPLETE THE TRENCH REPAIR. TEMPORARY PLACEMENT OF ASPHALT COLD MIX SURFACING MAY BE NECESSARY TO ACCOMMODATE TRAFFIC WITHIN THE FIRST 2 HOURS OF BACKFILL PLACEMENT PRIOR TO COMPLETING THE PERMANENT REPAIR.



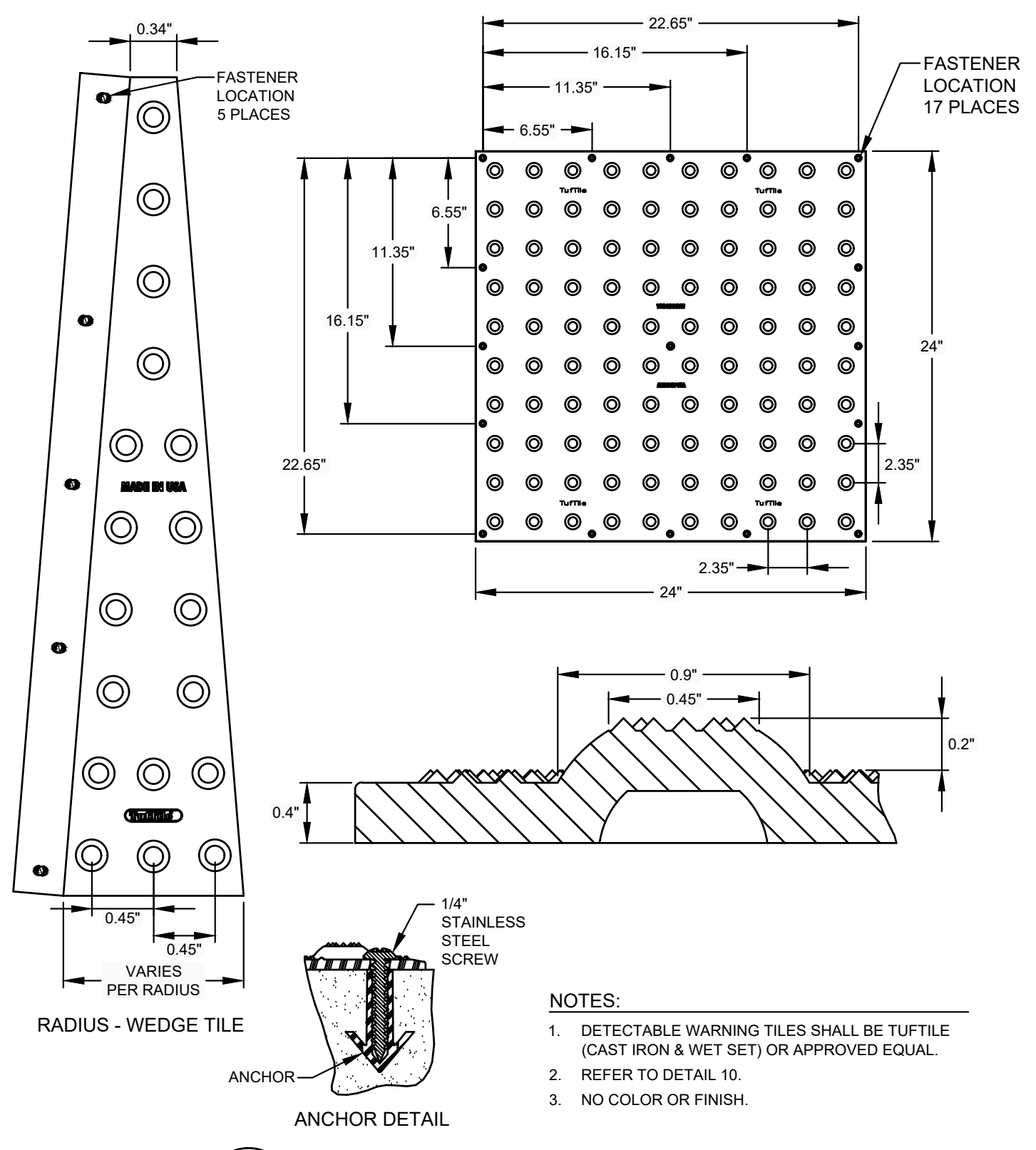
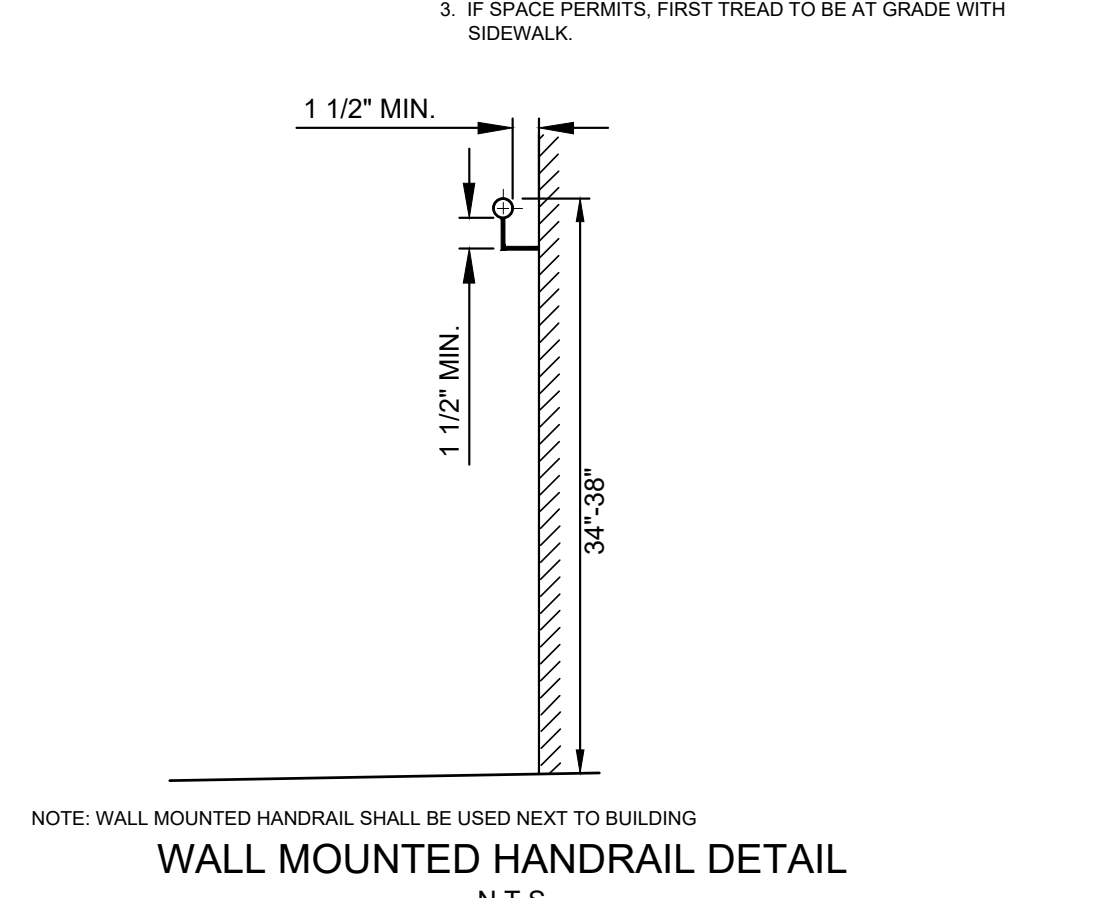
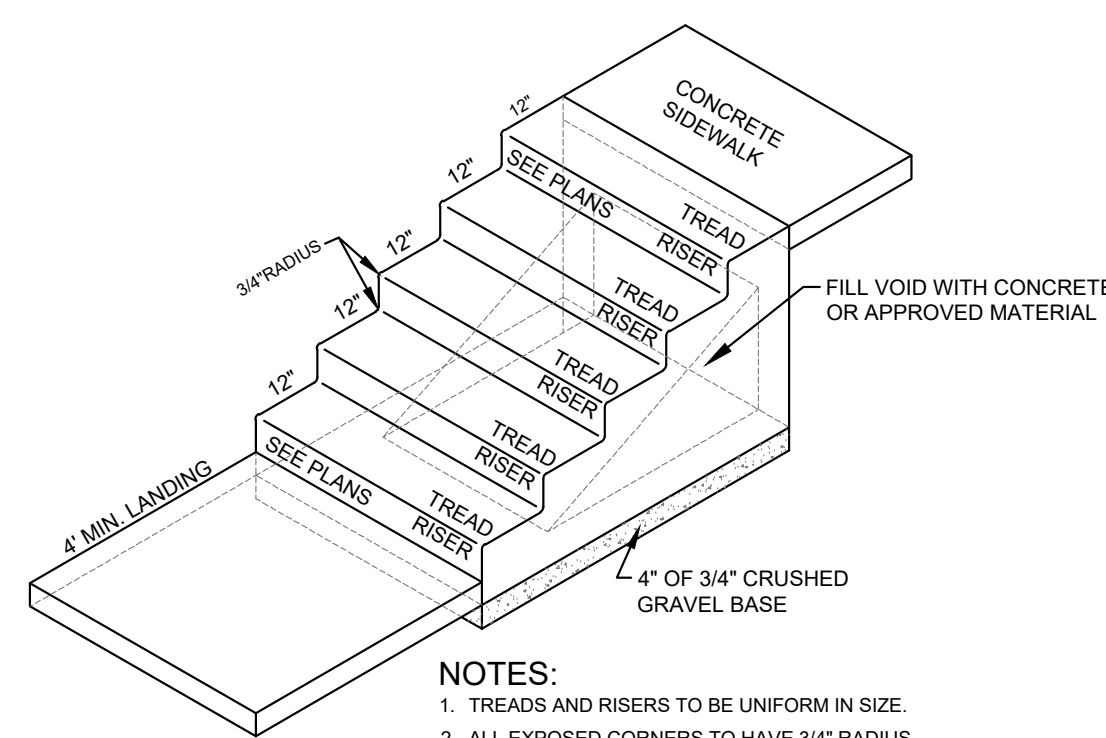
NOTE: THE BED SHALL BE EXCAVATED A MINIMUM OF 24\"/>



7 C2.0 36\"/>



8 C2.0 LANDSCAPE DRYWELL DETAIL N.T.S.



NOTE: THE SIGN SHALL BE INSTALLED TO BE FLUSH WITH SURFACE.

NOTE: ALL INSTALLATIONS SHALL HAVE 14\"/>

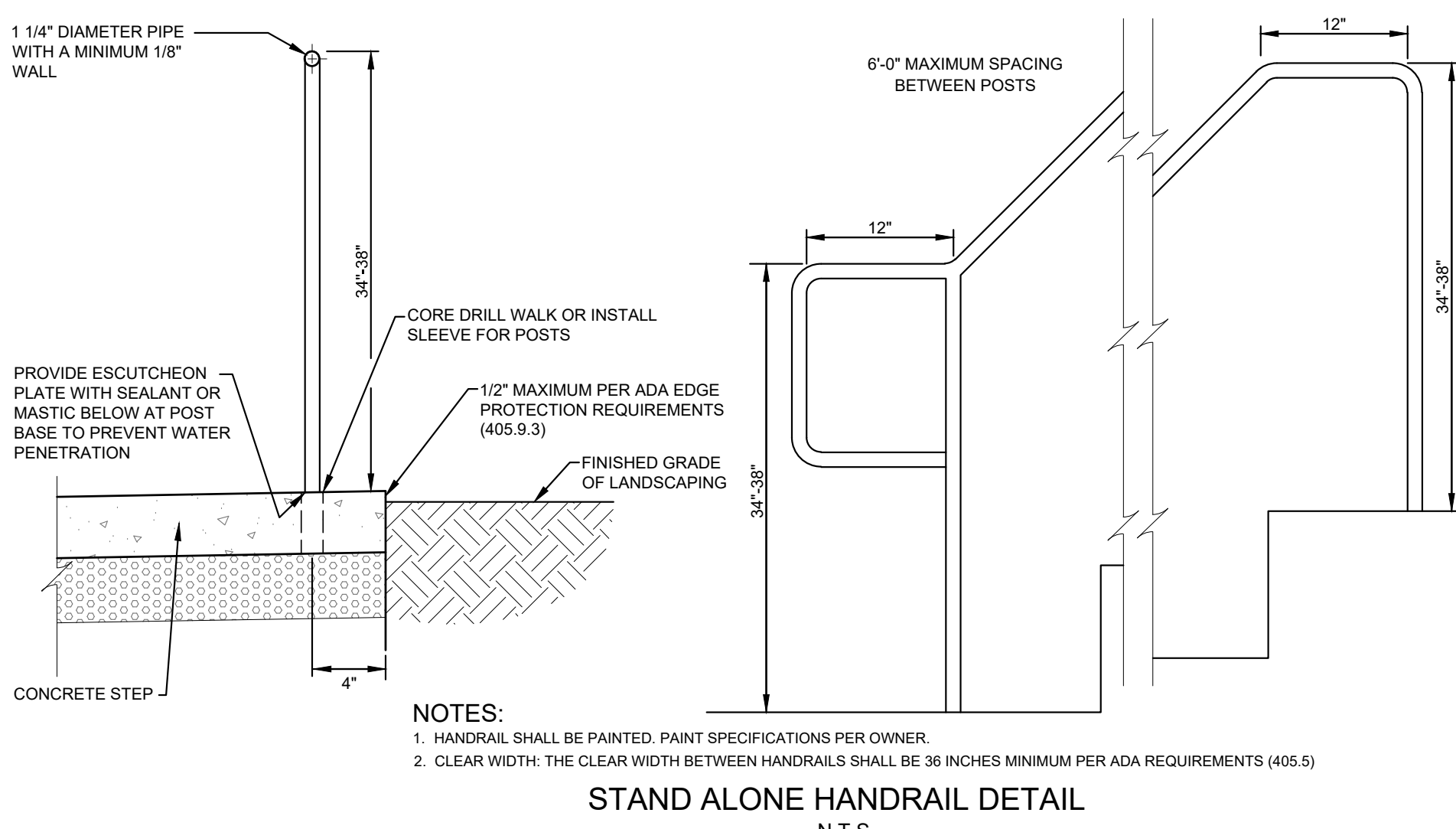
NOTE: ALL STREET SIGNS SHALL BE IN ACCORDANCE WITH THE MOST CURRENT EDITION OF THE MUTCD.

NOTE: SIGN PLACEMENT SHALL BE APPROVED BY THE CITY OF KETCHUM.

NOTE: CITY TO PROVIDE BASES.

**SIGN BASE MATERIAL & DIMENSION REQUIREMENTS**

- 2 1/2\"/>
- 2 1/2\"/>
- 1/2\"/>
- INTERNAL ROD MATERIAL & DIMENSION REQUIREMENTS: 1/2\"/>
- 1/2\"/>
- 1/2\"/>
- BOTTOM PLATE MATERIAL & DIMENSION REQUIREMENTS: 4\"/>
- 4\"/>
- 1/2\"/>
- STEEL STRAP



9 C2.0 TYPICAL HANDRAIL AND STAIRS DETAIL N.T.S.

10 C2.0 DETECTABLE WARNING PLATE DETAIL N.T.S.

11 C2.0 TYPICAL SIGN BASE DETAIL N.T.S.

DESIGNED BY	SKS
CHECKED BY	SKS
DATE	05/05/20

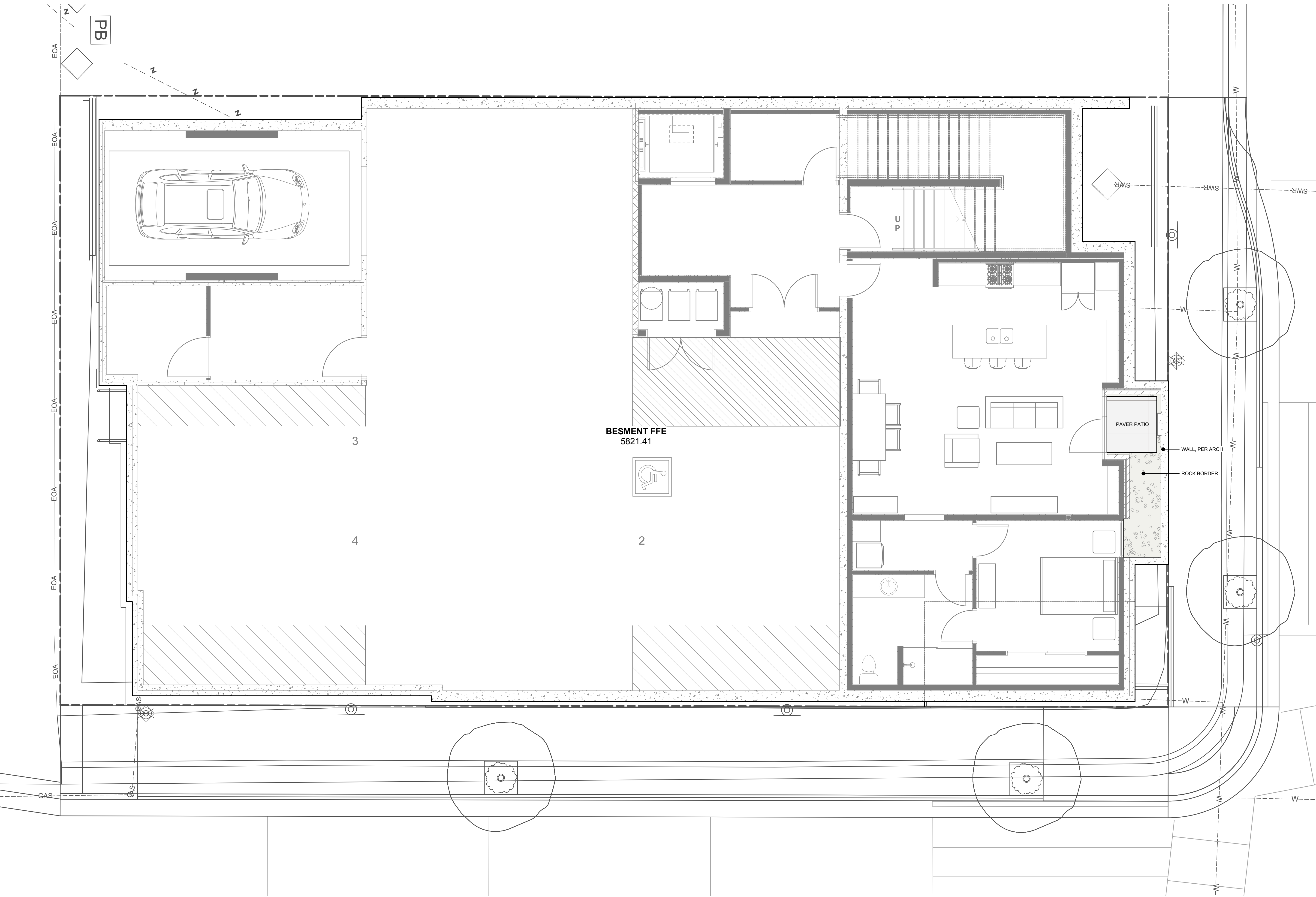
**GALENA ENGINEERING, INC.**  
 Civil Engineers & Land Surveyors  
 317 N. River Street  
 Halley, Idaho 83333  
 (208) 788-1705  
 (208) 788-4612 fax  
 email: galena@galena-engineering.com

NO.	DATE	BY	REVISIONS
1	05/05/20	SKS	ISSUE FOR BUILDING DESIGN REVIEW



# BASEMENT

SHEET LEGEND	
SYMBOL	DESCRIPTION
	Property Line
	Setbacks / Easements
	Pavers (Pedestal System)
	Rock Border



SHEET LEGEND	
SYMBOL	DESCRIPTION
	Property Line
	Setbacks / Easements
	2" Irrigation Sleeve
	Pavers
	Concrete Steps
	Concrete Wall
	Planters
	U-Frame Bike Rack (1)
	Trash Receptacles (1)
	Tree Grate (4)
	Street Trees in Tree Grate (per City of Ketchum code)

IRRIGATION SCHEDULE		
AREA DESCRIPTION	IRRIGATION TYPE	ZONE
On Site Planters	Buried Drip Irrigation	1
Street Trees	Buried Drip Irrigation	2

FIRST FLOOR FFE  
5832.92

36" SQ. TREE GRATES:  
SEE GENERAL NOTES FOR SPECIFICATIONS

OWNER TO PROVIDE OUTLET AND OUTLET COVER  
AT ALL STREET TREE LOCATIONS - BOLLARD SUPPLIED  
BY CITY OF KETCHUM - SEE EXTERIOR ELECTRICAL PLAN - BY OTHER.

PROVIDE 2" SLEEVES FOR ELECTRICAL WIRING,  
AND DRIP IRRIGATION TO TREE WELL.  
NOTES (PER CITY STANDARD, "TREE WELL DETAIL"):  
1) DRIP IRRIGATION TO BE ON A SEPARATE ZONE WITH HUNTER/RAINWISE  
SMART CLOCK, OR APPROVED EQUAL, FOR REMOTE ACCESS BY CITY.  
2) APPLICANT TO CONNECT AND PROVIDE CONDUITS, WIRING, AND SEPARATE  
CIRCUIT, OR TIE TO A CITY CIRCUIT FOR POWER - NO DIRECT BURIAL WIRE  
PERMITTED.

STREET TREES PER ARBORIST APPROVAL  
SUGGESTED: RED MAPLE (AUTUMN BLAZE)  
NOTE: ALL STREET TREES TO HAVE SILVA CELL  
FOR OPTIMAL ROOT DEVELOPMENT - INSTALL PER MFR.  
SPECIFICATIONS UPON REQUEST.

SEE CIVIL DRAWINGS FOR PROPOSED SIDEWALK

**GENERAL NOTES:**

1. GRADING PER CIVIL ENGINEER
2. ALL IRRIGATION, ON-SITE, TO BE DRIP IRRIGATED

**EQUIPMENT AND PAVING SCHEDULE:**

**TRASH RECEPTACLE:** 32 GAL. PERFORATED TRASH RECEPTACLE, BLACK, AVAILABLE FROM BYO PLAYGROUNDS, 800-853-5316, INSTALL PER MANUFACTURER.

**BIKE RACK:** INVERTED U BIKE RACK ON RAILS, SQUARE TUBING, BLACK, (1) SINGLE LOOP. AVAILABLE FROM BYO PLAYGROUNDS, INSTALL PER MANUFACTURER.

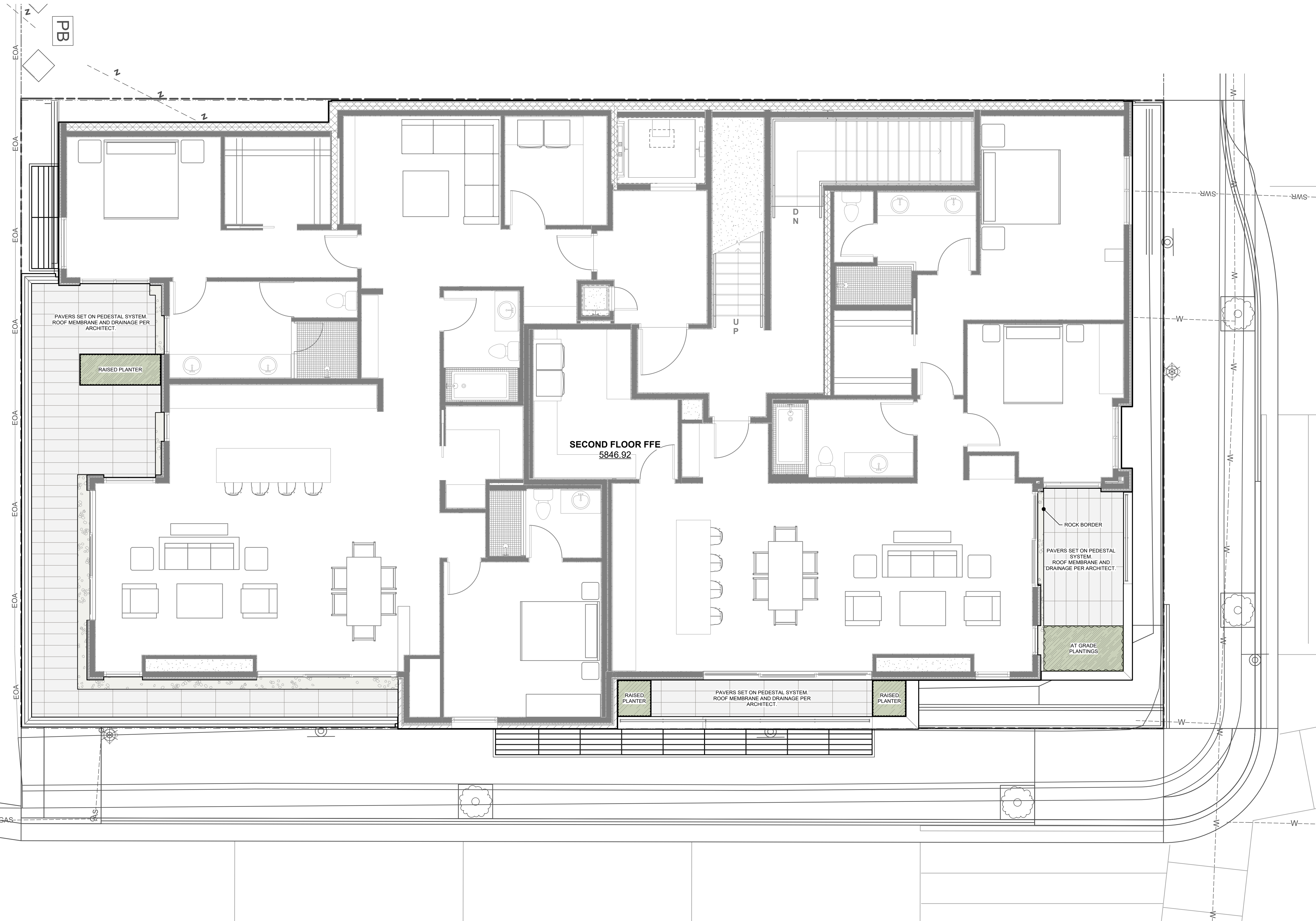
**TREE GRATE:** R-8704-A (AVENUE COLLECTION), 36" x 36" WITH 16" DIAMETER OPENING, AVAILABLE FROM NEENAH FOUNDRY, INSTALL PER MANUFACTURER.

**SILVA CELL:** SUPPLIER: DEEP ROOT. PRODUCT: SILVA CELL 2X, LAYOUT AND INSTALL PER MANUFACTURER SPECIFICATIONS.

**WALKWAY AND LANDING PAVING:** 12" x 48" PAVER IN STACKED BOND PATTERN, COLOR AND FINISH TBD.

# 2ND FLOOR DECKS

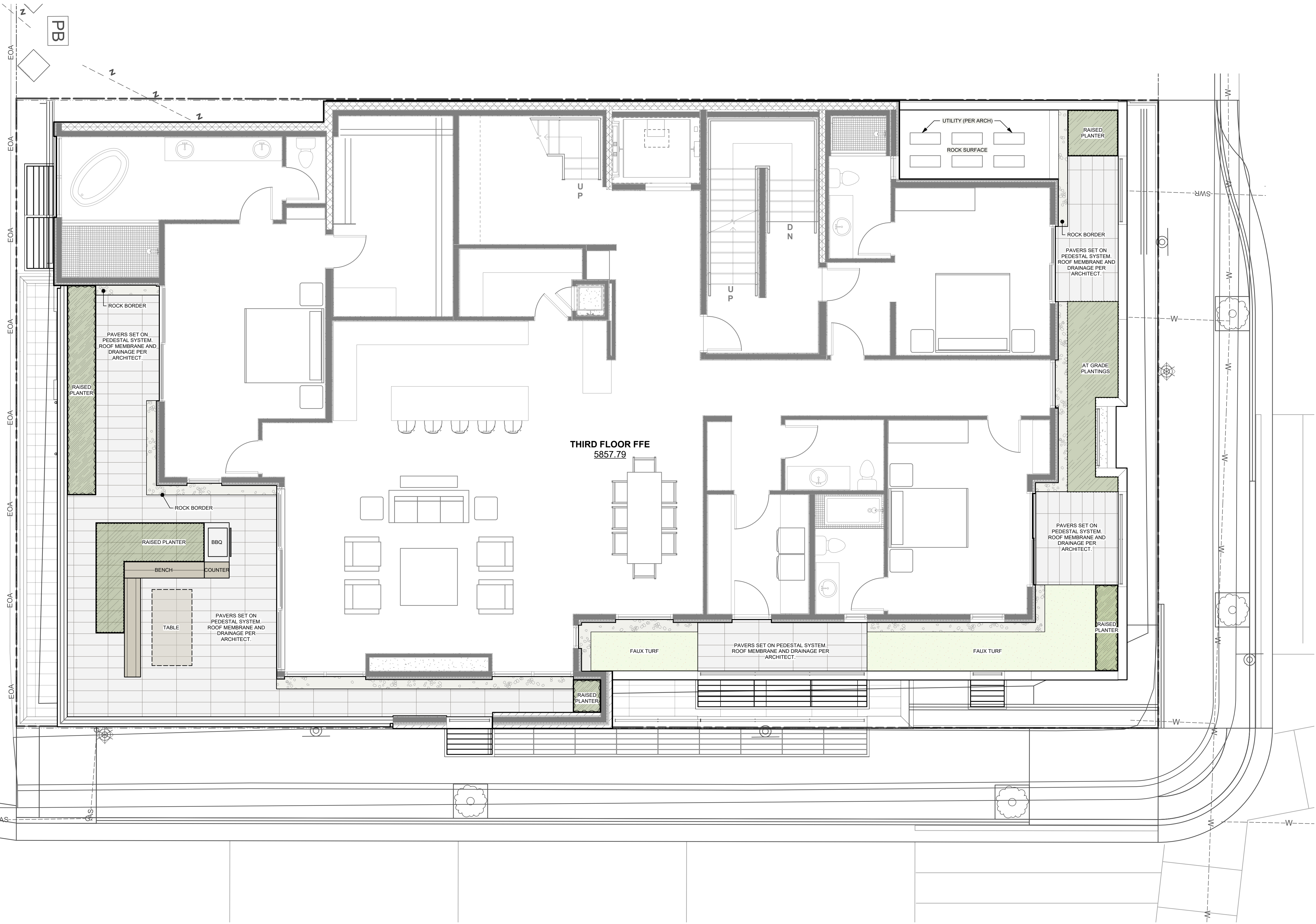
SHEET LEGEND	
SYMBOL	DESCRIPTION
	Property Line
	Setbacks / Easements
	Pavers (Pedestal System)
	Built-In Furniture
	Rock Border
	Planters (Drip Irrigation)





# 3RD FLOOR DECKS

SHEET LEGEND	
SYMBOL	DESCRIPTION
	Property Line
	Setbacks / Easements
	Pavers (Pedestal System)
	Built-In Furniture
	Rock Border
	Planters (Drip Irrigation)



# ROOF DECKS

SHEET LEGEND	
SYMBOL	DESCRIPTION
	Property Line
	Setbacks / Easements
	Pavers (Pedestal System)
	Deck (Pedestal System)
	Built-In Furniture
	Rock Border
	Planters (Drip Irrigation)
	Trees (Drip Irrigation)



Exhibit B

Condominium Subdivision  
Preliminary Plat Application  
&  
Supplemental Materials



City of Ketchum  
Planning & Building

OFFICIAL USE ONLY	
P22-014	
3/15/22	\$2100
3/15/22	SK

### Subdivision Application

Submit completed application and payment to the Planning and Building Department, PO Box 2315, Ketchum, ID 83340 or hand deliver to Ketchum City Hall, 191 th St. West, Ketchum. 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.

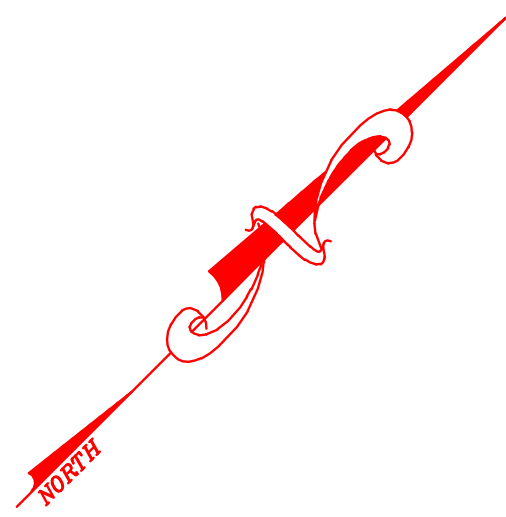
APPLICANT INFORMATION			
Name of Proposed Subdivision: 360 VIEWS CONDOMINIUMS			
Owner of Record: 360 VIEWS LLC.			
Address of Owner: 2345 S. MAIN ST., SALT LAKE CITY, UT 84115			
Representative of Owner: BRUCE SMITH, P.L.S. ALPINE ENTERPRISES INC.			
Legal Description: LOT 4, BLOCK 39, VILLAGE OF KETCHUM			
Street Address: 111 N. WASHINGTON AVE.			
SUBDIVISION INFORMATION			
Number of Lots/Parcels: 1			
Total Land Area: 5500 SQ. FT., 0.126 AC.			
Current Zoning District: COMMUNITY CORE DISTRICT (CC), SUB-DISTRICT 2			
Proposed Zoning District: COMMUNITY CORE DISTRICT (CC), SUB-DISTRICT 2			
Overlay District: FESTIVAL OVERLAY DISTRICT			
TYPE OF SUBDIVISION			
Condominium <input checked="" type="checkbox"/>	Land <input type="checkbox"/>	PUD <input type="checkbox"/>	Townhouse <input type="checkbox"/>
Adjacent land in same ownership in acres or square feet: 0			
Easements to be dedicated on the final plat:  PUBLIC UTILITY EASEMENTS			
Briefly describe the improvements to be installed prior to final plat approval:  3-STORY WITH BASEMENT MIXED-USE COMMERCIAL/RESIDENTIAL BUILDING			
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. ✓			

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.

REPRESENTATIVE: BRUCE SMITH, PLS ALPINE ENTERPRISES INC., 24 JAN 22

Applicant Signature BRUCE SMITH Date

Once your application has been received, we will review it and contact you with next steps. No further action is required at this time.



CINEMA SQUARE CONDOS

FIRST & FIRST BUILDING CONDOS

KETCHUM AM LOT 1A, BLOCK 39

KETCHUM LOT 3, BLOCK 39

**360 VIEWS CONDOMINIUMS**  
PREVIOUS KETCHUM  
LOT 4, BLOCK 39  
±5,500 Sq. Ft.  
±0.126 Ac.

☉ E. 1ST STREET (60' R.O.W.)

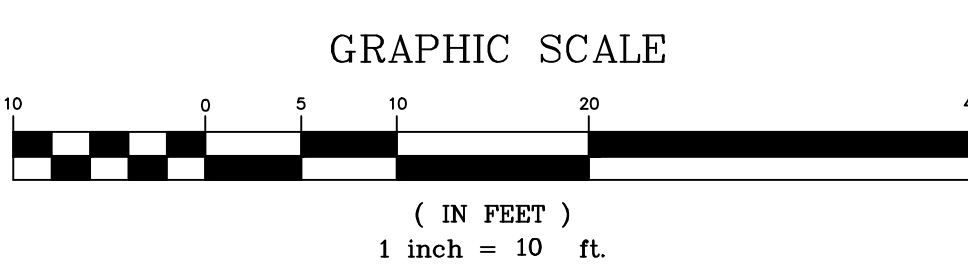
☉ N. WASHINGTON AVE. (60' R.O.W.)

**LEGEND**

- Subject Boundary
- Adjoiners Boundary
- Centerline Road
- - - EOA=Edge of Asphalt
- ▭ Subject Structure
- ▨ Existing Adjoining Structure
- ▬ Sidewalk with Vertical Curb & Gutter
- ▬ Vertical Curb
- ▬ Transition Curb
- ▬ Zero Reveal Curb
- ▬ Valley Gutter
- - - Proposed Street Saw Cut Line
- ▬ Existing Sidewalk with Vertical Curb & Gutter
- - - 1' Contours per Alpine
- - - 5' Contours per Alpine
- WTR— Water Main
- SWR— Sewer Main
- SS— Sewer Service
- UG— Underground Power Line
- GS— Gas Service
- Monuments to be Set by PLS 7048
- Found 5/8" Rebar as Shown
- △ Found Aluminum Cap
- △ Survey Control
- ⊕ Proposed Deciduous Tree & 36" x 36" Opening
- ⊕ DT = Existing Deciduous Tree
- ⊕ WV = Water Valve
- ⊕ SMH = Existing Sewer Manhole
- ⊕ SCO = Existing Sewer Cleanout
- ⊕ PBOX = Existing Power Box/Transformer
- ★ Proposed Light
- ★ Proposed Fire Hydrant Location
- ⊕ Original Fire Hydrant Location
- Proposed Drywell
- BOW Back of Sidewalk
- TFOC Top Face of Curb
- LIP Lip of Gutter/Edge of Asphalt
- FL Gutter Flowline
- OS Offset
- FF Finished Floor
- CL Centerline of Road/Crown
- BLDG COR Building Corner

**NOTES**

- 1) Refer to sheet C1.0, A SITE, GRADING, DRAINAGE, AND UTILITY PLAN from Galena Engineering Inc. for the complete design details.
- 2) Utility Locations shown are based on visual surface evidence, City Maps, Digline Locate, and sheet C1.0, A SITE, GRADING, DRAINAGE, AND UTILITY PLAN from Galena Engineering Inc.. Utility locations should be verified before any Excavation.
- 3) The site has been under construction and some Topography Features may have changed subsequent to previously completed Survey work.
- 4) Current Zoning appears to be CC, Subdistrict 2 – Mixed Use. Please refer to City of Ketchum Zoning Ordinances for more information about this Zone.
- 5) Owners/Subdivider is 360 Views LLC, 2345 S. Main St., Salt Lake City, UT, 84115. Surveyor/Representative is Bruce Smith, PLS, Alpine Enterprises Inc., P.O. Box 2037, Ketchum, ID 83340.



PROJECT PATH AND PRINT DATE: U:\LandProjects2004\1720\_Ketchum\Blk39\14\_dwg\1720\_KetchumBlk39\14\_CondoPrePlat2022.dwg 1/25/2022 1:01:34 PM MST

Alpine Enterprises Inc.  
Surveying, Mapping, Civil Engineering,  
and Natural Hazards Consulting  
660 Bell Dr., Unit 1  
P.O. Box 2037, Ketchum, ID 83340 USA  
(208) 727-1968  
email: bsmith@alpineenterprisesinc.com

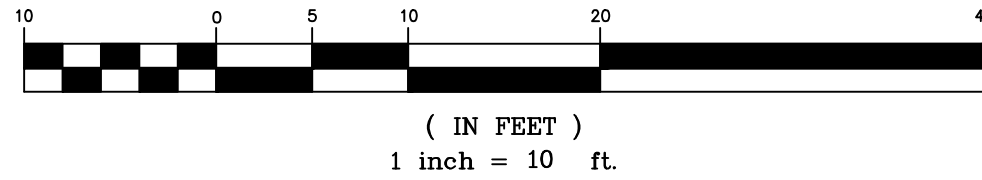
PROFESSIONAL LAND SURVEYOR  
PLS 7048  
STATE OF IDAHO  
OFFICIAL SEAL

NO	DATE	BY

Sheet 1 of 1

A PRELIMINARY PLAT SHOWING  
**360 VIEWS CONDOMINIUMS**  
 WHEREIN LOT 4, BLK 39, KETCHUM TOWNSITE IS REPLATTED AS SHOWN  
 LOCATED WITHIN  
 SECTION 13, T.4 N., R.18 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
 JANUARY 2022

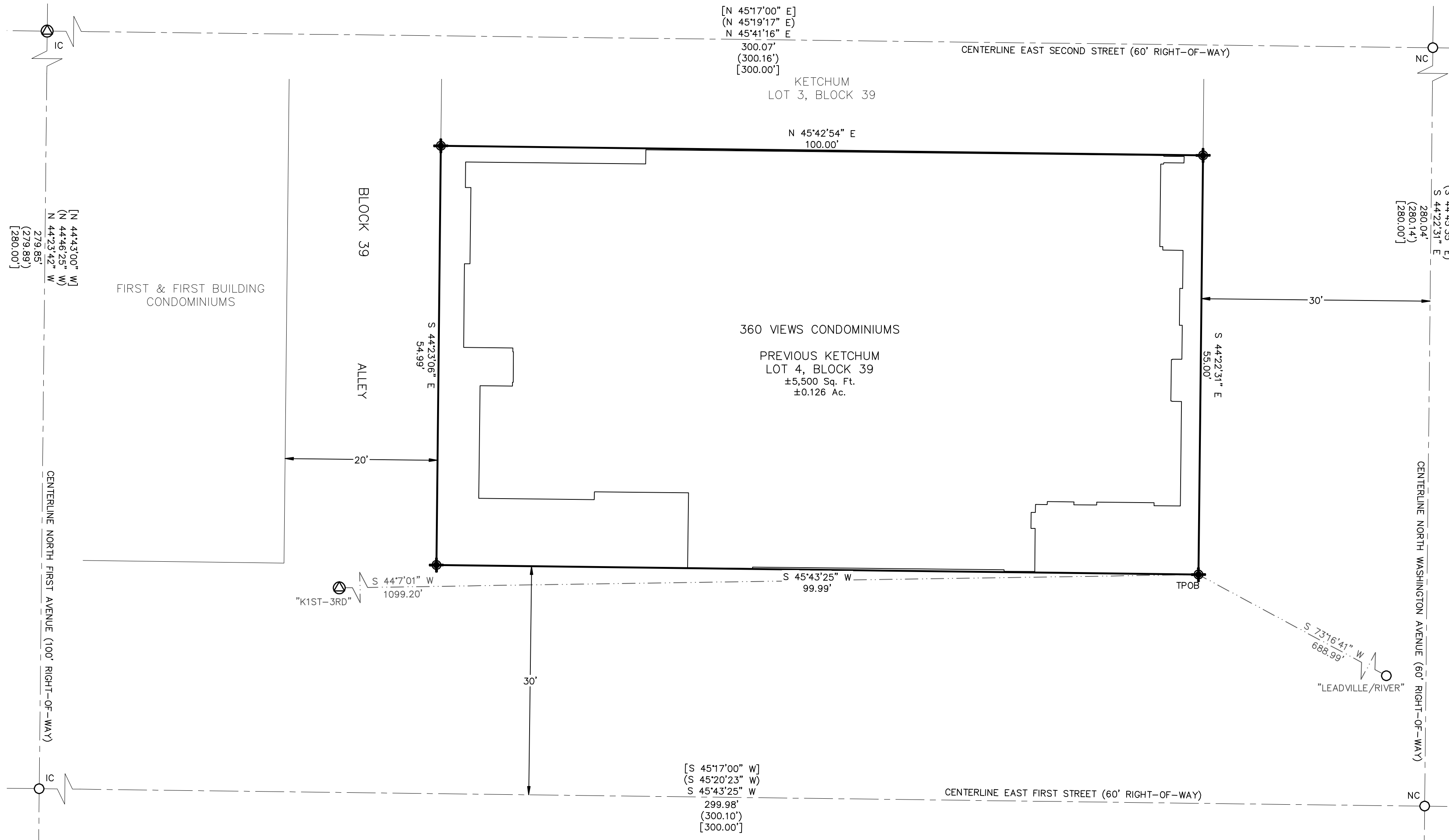
GRAPHIC SCALE



LEGEND	
	Subject Boundary
	Adjoiners Boundary
	Road Centerline
	Building Outline
	Blaine County GIS Tie
	Found Aluminum Cap, As Shown
	Found 5/8" Rebar, As Shown
	Set ???, PLS 7048
NC	No Cap
IC	Illegible Cap
TPOB	True Point of Beginning
( )	Record Bearing & Distance Instrument Number 527094
[ ]	Record Bearing & Distance Instrument Number 302967

**NOTES**

1. BASIS OF BEARINGS IS IDAHO STATE PLANE COORDINATE SYSTEM, NAD83, CENTRAL ZONE, AT GROUND IN US SURVEY FEET. VERTICAL DATUM IS NAVD1988.
2. THE CONDOMINIUM DECLARATION OF COVENANTS, CONDITIONS, & RESTRICTIONS FOR 360 VIEWS CONDOMINIUMS ARE RECORDED AS INSTRUMENT NUMBER \_\_\_\_\_, RECORDS OF BLAINE COUNTY IDAHO.
3. DOCUMENTS USED OR CONSIDERED ARE THE PLATS OF OFFICIAL MAP OF THE VILLAGE OF KETCHUM, INSTRUMENT NUMBER 302967; FIRST & FIRST BUILDING CONDOMINIUMS, INSTRUMENT NUMBER 527094; KETCHUM TOWNSITE, BLOCK 39, LOT 8A; INSTRUMENT NUMBER 485019; RECORDS OF BLAINE COUNTY, IDAHO.
4. UNIT A IS DEED RESTRICTED. REFER TO THE "COMMUNITY HOUSING COVENANT RUNNING WITH THE LAND", RECORDED AS INSTRUMENT NUMBER \_\_\_\_\_, RECORDS OF BLAINE COUNTY IDAHO.
5. IN INTERPRETING THE DECLARATION, PLAT OR PLATS, AND DEEDS, THE EXISTING PHYSICAL BOUNDARIES OF THE UNIT AS ORIGINALLY CONSTRUCTED, OR RECONSTRUCTED IN LIEU THEREOF, SHALL BE CONCLUSIVELY PRESUMED TO BE ITS BOUNDARIES RATHER THAN THE METES AND BOUNDS EXPRESSED OR DEPICTED IN THE DECLARATION, PLAT OR PLATS, AND/OR DEEDS, REGARDLESS OF SETTLING OR LATERAL MOVEMENT OF THE BUILDING AND REGARDLESS OF MINOR VARIANCES BETWEEN BOUNDARIES SHOWN IN THE DECLARATION, PLAT OR PLATS, AND/OR DEEDS.
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7. DIMENSIONS SHOWN HEREON WILL BE SUBJECT TO SLIGHT VARIATIONS, OWING TO NORMAL CONSTRUCTION TOLERANCES.
8. CONSULT THE CONDOMINIUM DECLARATIONS FOR THE DEFINITIONS OF COMMON AREAS, LIMITED COMMON AREAS, AND FOR PARKING AND GARAGE ASSIGNMENTS.
9. ALL AREA OUTSIDE OF UNITS THAT IS NOT DESIGNATED AS LIMITED COMMON IS COMMON AREA.
10. BUILDING TIES ARE TO THE INTERIOR CORNERS OF UNIT WALLS.
11. UTILITY EASEMENTS NECESSARY TO ALLOW FOR ACCESS AND MAINTENANCE OF UTILITIES SERVING UNITS OTHER THAN THE UNIT THEY ARE LOCATED IN ARE HEREBY GRANTED BY THIS PLAT.
12. FOUNDATIONS, COLUMNS, GIRDERS, BEAMS, SUPPORTS, PERIMETER AND SUPPORTING WALLS, CHIMNEYS, CHIMNEY CHASES, ROOFS, BALCONIES, WINDOWS, ENTRANCES AND EXITS, AND THE MECHANICAL INSTALLATIONS CONSISTING OF THE EQUIPMENT AND MATERIALS MAKING UP ANY CENTRAL SERVICES SUCH AS POWER, LIGHT, GAS, HOT AND COLD WATER, SEWER, CABLE TELEVISION, HEATING, AND CENTRAL AIR CONDITIONING WHICH EXISTS FOR USE BY ONE OR MORE OF THE UNITS, INCLUDING PIPES, VENTS, DUCTS, FLUES, CABLE CONDUITS, WIRES, TELEPHONE WIRE, AND OTHER SIMILAR UTILITY INSTALLATIONS USED IN CONNECTION THEREWITH, WHETHER LOCATED EXCLUSIVELY WITHIN THE BOUNDARIES OF ANY UNIT OR UNITS OR NOT, ARE COMMON AREA.
13. THE FIRST FLOOR IS SHOWN ON THIS PAGE FOR CLARITY, OTHER FLOORS ARE SHOWN ON SUBSEQUENT PAGES.



HEALTH CERTIFICATE: Sanitary restrictions as required by Idaho Code Title 50, Ch. 13, have been satisfied. Sanitary restrictions may be reimposed in accordance with Idaho Code Title 50, Ch. 13, Sec. 50-1326, by issuance of a Certificate of Disapproval.

Date \_\_\_\_\_ South Central Public Health District, EHS



360 VIEW CONDOMINIUMS  
 KETCHUM TOWNSITE, BLK. 39, LOT 4  
 KETCHUM, IDAHO  
 SHEET 1 OF 7

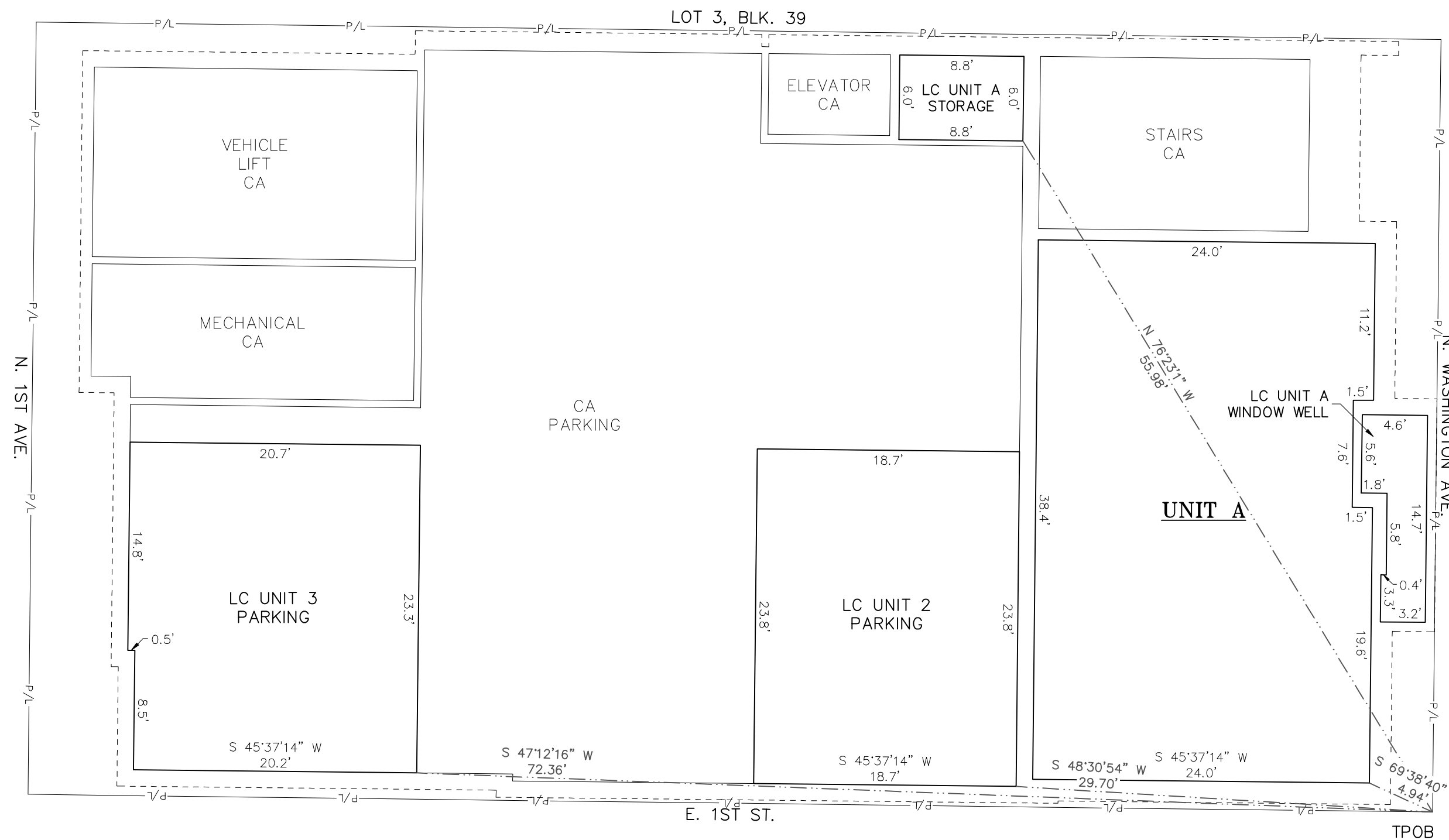
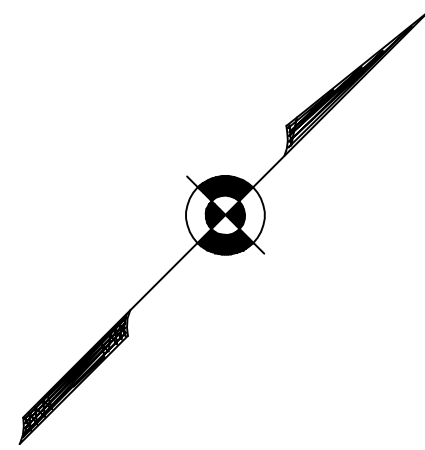
# 360 VIEWS CONDOMINIUMS

## BASEMENT LEVEL UNIT LAYOUT

### GRAPHIC SCALE



( IN FEET )  
1 inch = 8 ft.



### LEGEND

- P/L — Property Boundary
- - - - Building Outline
- Unit Outline
- - - - Ceiling Elevation Change Line
- - - - Unit Tie
- CA Common Area
- LC Limited Common
- TPOB True Point of Beginning
- FFE Finished Floor Elevation
- CE Ceiling Elevation

### NOTES

1. IN INTERPRETING THE DECLARATION, PLAT OR PLATS, AND DEEDS, THE EXISTING PHYSICAL BOUNDARIES OF THE UNIT AS ORIGINALLY CONSTRUCTED, OR RECONSTRUCTED IN LIEU THEREOF, SHALL BE CONCLUSIVELY PRESUMED TO BE ITS BOUNDARIES RATHER THAN THE METES AND BOUNDS EXPRESSED OR DEPICTED IN THE DECLARATION, PLAT OR PLATS, AND/OR DEEDS, REGARDLESS OF SETTLING OR LATERAL MOVEMENT OF THE BUILDING AND REGARDLESS OF MINOR VARIANCES BETWEEN BOUNDARIES SHOWN IN THE DECLARATION, PLAT OR PLATS, AND/OR DEEDS.
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### BASEMENT LEVEL

SCALE: 1" = 8'

THE FINISHED FLOOR ELEVATION OF THE BASEMENT LEVEL IS 5821.4'  
THE CEILING ELEVATION OF THE BASEMENT IS 5830.4'



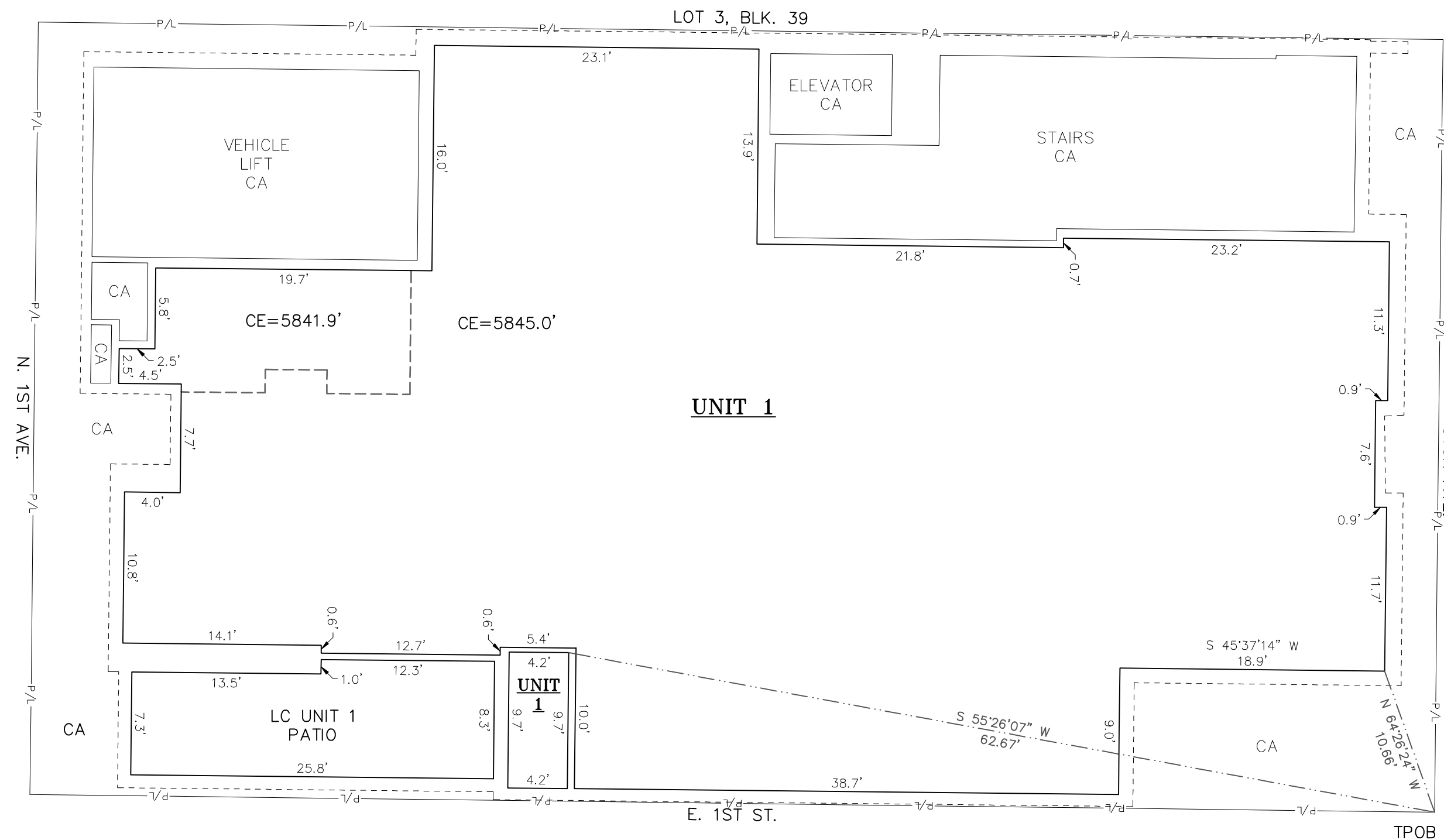
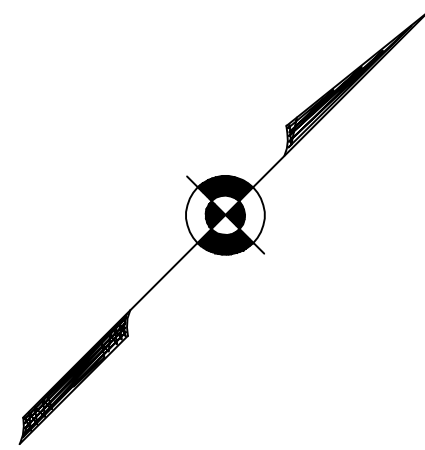
# 360 VIEWS CONDOMINIUMS

## FIRST FLOOR UNIT LAYOUT

### GRAPHIC SCALE



( IN FEET )  
1 inch = 8 ft.



### FIRST FLOOR LEVEL

SCALE: 1" = 8'

THE FINISHED FLOOR ELEVATION OF UNIT 1 ON THE FIRST FLOOR IS 5832.9'  
THE CEILING ELEVATION OF UNIT 1 ON THE FIRST FLOOR IS 5845.0'

### LEGEND

— P/L —	Property Boundary
---	Building Outline
---	Unit Outline
---	Ceiling Elevation Change Line
---	Unit Tie
CA	Common Area
LC	Limited Common
TPOB	True Point of Beginning
FFE	Finished Floor Elevation
CE	Ceiling Elevation

### NOTES

1. IN INTERPRETING THE DECLARATION, PLAT OR PLATS, AND DEEDS, THE EXISTING PHYSICAL BOUNDARIES OF THE UNIT AS ORIGINALLY CONSTRUCTED, OR RECONSTRUCTED IN LIEU THEREOF, SHALL BE CONCLUSIVELY PRESUMED TO BE ITS BOUNDARIES RATHER THAN THE METES AND BOUNDS EXPRESSED OR DEPICTED IN THE DECLARATION, PLAT OR PLATS, AND/OR DEEDS, REGARDLESS OF SETTLING OR LATERAL MOVEMENT OF THE BUILDING AND REGARDLESS OF MINOR VARIANCES BETWEEN BOUNDARIES SHOWN IN THE DECLARATION, PLAT OR PLATS, AND/OR DEEDS.
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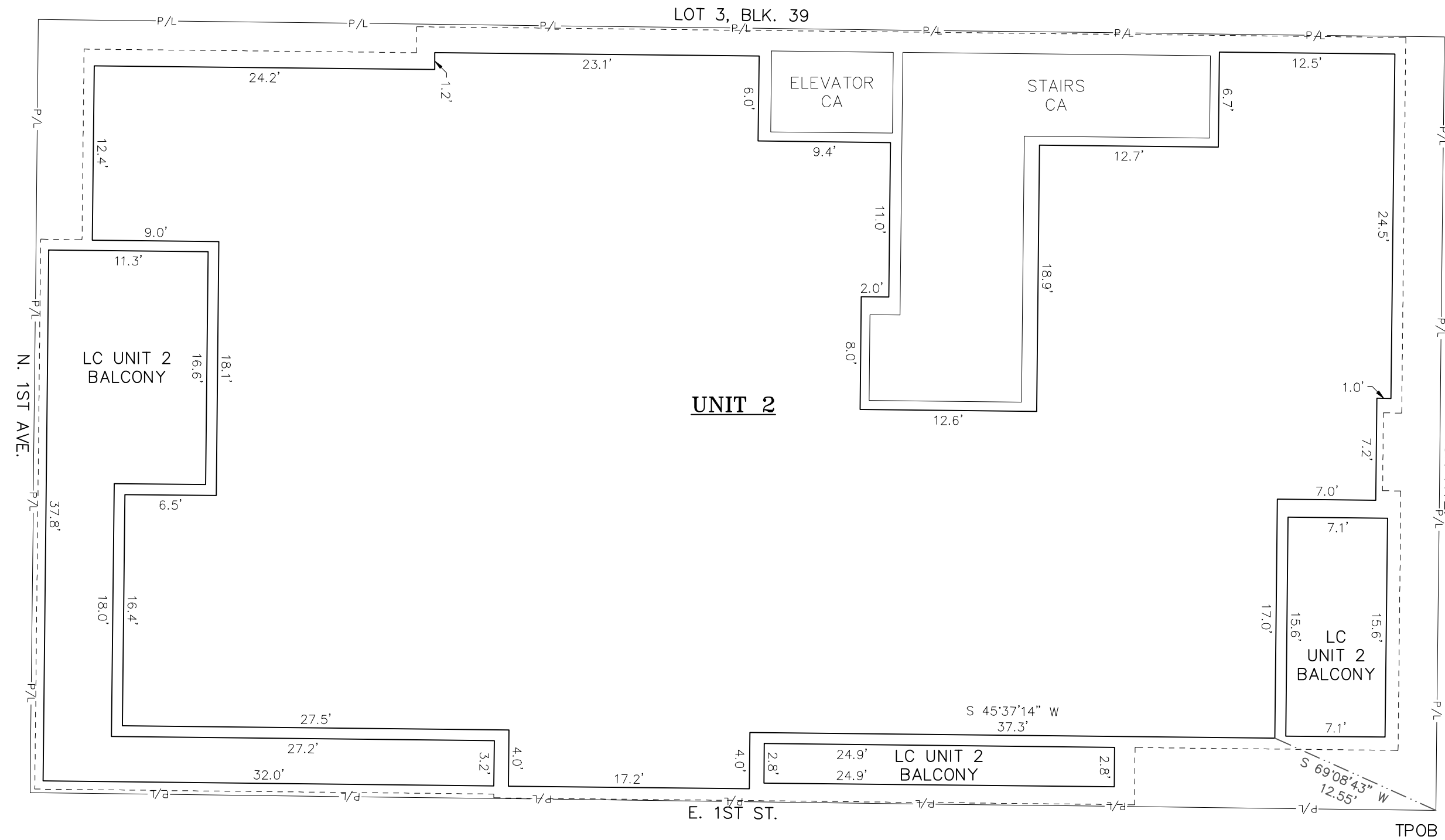
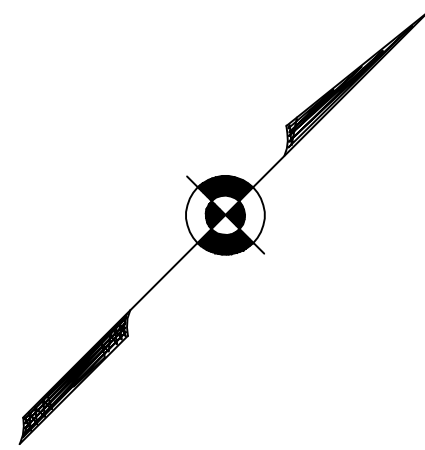
# 360 VIEWS CONDOMINIUMS

## SECOND FLOOR UNIT LAYOUT

### GRAPHIC SCALE



( IN FEET )  
1 inch = 8 ft.



### SECOND FLOOR LEVEL

SCALE: 1" = 8'

THE FINISHED FLOOR ELEVATION OF UNIT 2 ON THE SECOND FLOOR IS 5846.9'  
THE CEILING ELEVATION OF UNIT 2 ON THE SECOND FLOOR IS 5855.9'

### LEGEND

- P/L — Property Boundary
- - - Building Outline
- Unit Outline
- - - Ceiling Elevation Change Line
- Unit Tie
- CA Common Area
- LC Limited Common
- TPOB True Point of Beginning
- FFE Finished Floor Elevation
- CE Ceiling Elevation

### NOTES

1. IN INTERPRETING THE DECLARATION, PLAT OR PLATS, AND DEEDS, THE EXISTING PHYSICAL BOUNDARIES OF THE UNIT AS ORIGINALLY CONSTRUCTED, OR RECONSTRUCTED IN LIEU THEREOF, SHALL BE CONCLUSIVELY PRESUMED TO BE ITS BOUNDARIES RATHER THAN THE METES AND BOUNDS EXPRESSED OR DEPICTED IN THE DECLARATION, PLAT OR PLATS, AND/OR DEEDS, REGARDLESS OF SETTLING OR LATERAL MOVEMENT OF THE BUILDING AND REGARDLESS OF MINOR VARIANCES BETWEEN BOUNDARIES SHOWN IN THE DECLARATION, PLAT OR PLATS, AND/OR DEEDS.
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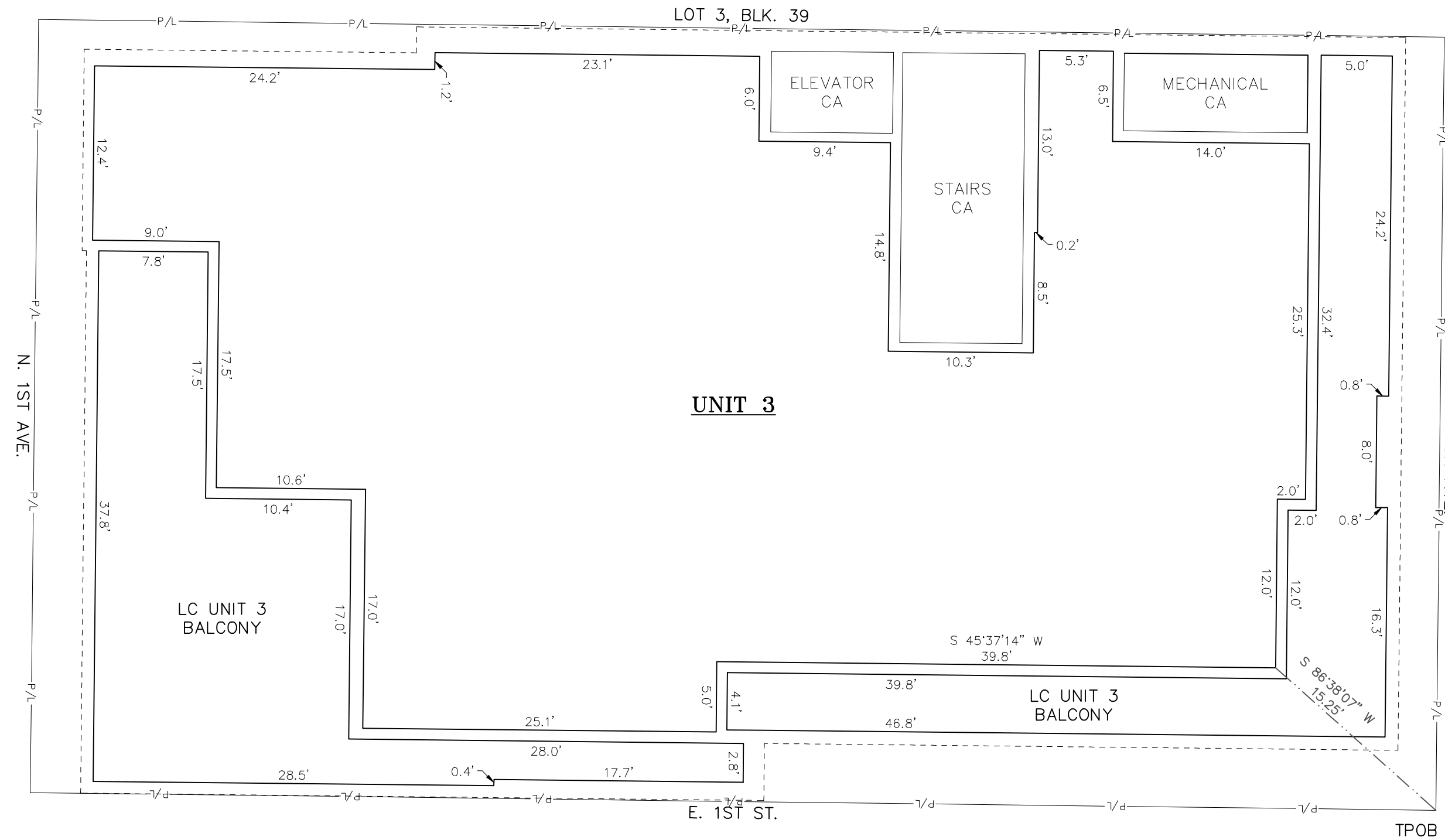
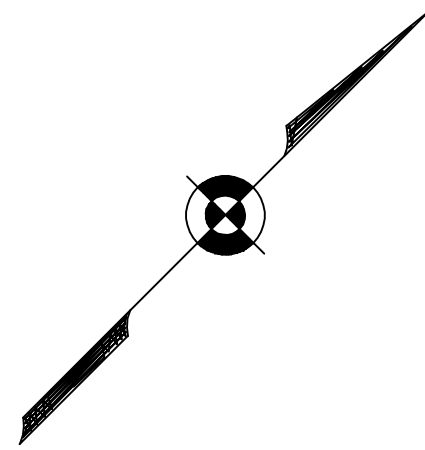
# 360 VIEWS CONDOMINIUMS

## THIRD FLOOR UNIT LAYOUT

### GRAPHIC SCALE



( IN FEET )  
1 inch = 8 ft.



### THIRD FLOOR LEVEL

SCALE: 1" = 8'

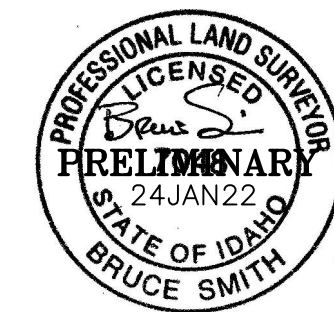
THE FINISHED FLOOR ELEVATION OF UNIT 3 ON THE THIRD FLOOR IS 5857.8'  
THE CEILING ELEVATION OF UNIT 3 ON THE THIRD FLOOR IS 5867.8'

### LEGEND

- P/L — Property Boundary
- - - - - Building Outline
- Unit Outline
- - - - - Ceiling Elevation Change Line
- Unit Tie
- CA Common Area
- LC Limited Common
- TPOB True Point of Beginning
- FFE Finished Floor Elevation
- CE Ceiling Elevation

### NOTES

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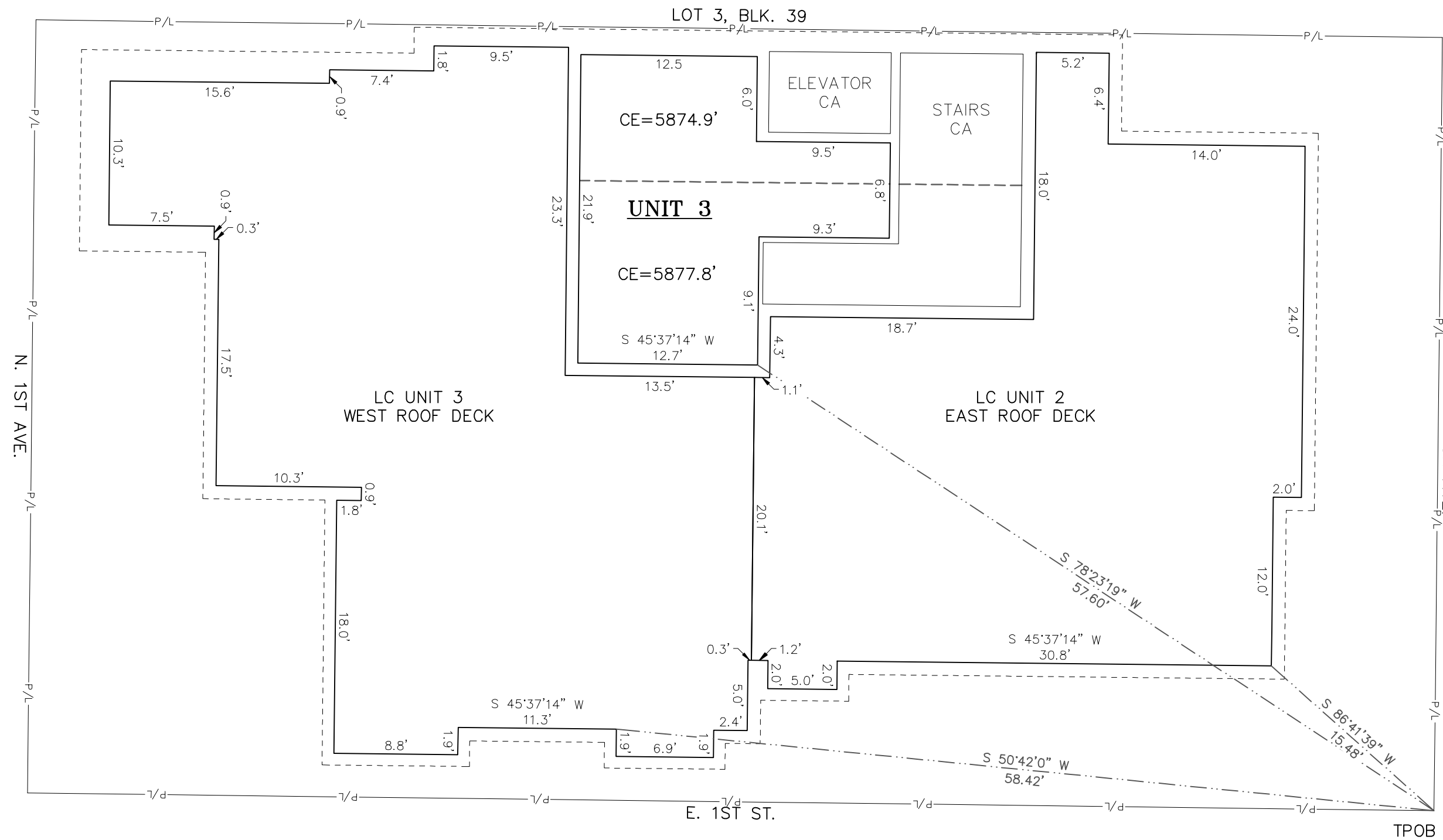
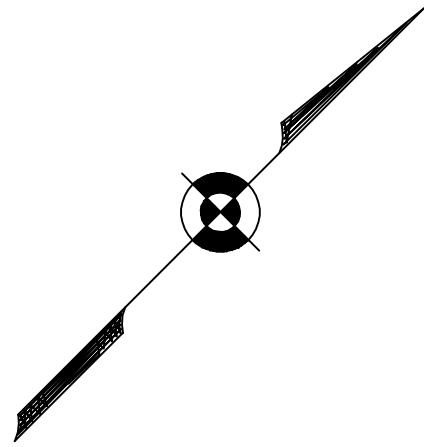
# 360 VIEWS CONDOMINIUMS

## ROOF LEVEL UNIT LAYOUT

### GRAPHIC SCALE



( IN FEET )  
1 inch = 8 ft.



### ROOF LEVEL

SCALE: 1" = 8'

THE FINISHED FLOOR ELEVATION OF THE ROOF LEVEL IS 5869.9'

### LEGEND

— P/L —	Property Boundary
---	Building Outline
---	Unit Outline
---	Ceiling Elevation Change Line
---	Unit Tie
CA	Common Area
LC	Limited Common
TPOB	True Point of Beginning
FFE	Finished Floor Elevation
CE	Ceiling Elevation

### NOTES

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5. ALL AREA OUTSIDE OF UNITS THAT IS NOT DESIGNATED AS LIMITED COMMON IS COMMON AREA.
6. BUILDING TIES ARE TO THE INTERIOR CORNERS OF UNIT WALLS.
7. UTILITY EASEMENTS NECESSARY TO ALLOW FOR ACCESS AND MAINTENANCE OF UTILITIES SERVING UNITS OTHER THAN THE UNIT THEY ARE LOCATED IN ARE HEREBY GRANTED BY THIS PLAT.
8. FOUNDATIONS, COLUMNS, GIRDERS, BEAMS, SUPPORTS, PERIMETER AND SUPPORTING WALLS, CHIMNEYS, CHIMNEY CHASES, ROOFS, BALCONIES, WINDOWS, ENTRANCES AND EXITS, AND THE MECHANICAL INSTALLATIONS CONSISTING OF THE EQUIPMENT AND MATERIALS MAKING UP ANY CENTRAL SERVICES SUCH AS POWER, LIGHT, GAS, HOT AND COLD WATER, SEWER, CABLE TELEVISION, HEATING, AND CENTRAL AIR CONDITIONING WHICH EXISTS FOR USE BY ONE OR MORE OF THE UNITS, INCLUDING PIPES, VENTS, DUCTS, FLUES, CABLE CONDUITS, WIRES, TELEPHONE WIRE, AND OTHER SIMILAR UTILITY INSTALLATIONS USED IN CONNECTION THEREWITH, WHETHER LOCATED EXCLUSIVELY WITHIN THE BOUNDARIES OF ANY UNIT OR UNITS OR NOT, ARE COMMON AREA.



**CERTIFICATE OF OWNERSHIP**

360 Views L.L.C., a Limited Liability Company organized and existing under the Laws of the State of Idaho and duly qualified to do business in said State of Idaho, do hereby certify that they are the owners in fee simple of the following parcel of land platted hereon:

A parcel of land located within Section 13, Township 4 North, Range 18 East, Boise Meridian, City of Ketchum, Blaine County, Idaho; more particularly described as follows:

Lot 4, within Block 39, of the VILLAGE OF KETCHUM, according to the official Plat thereof, recorded as Instrument Number 302967, records of Blaine County, Idaho.

It is their intention to create a Project, including said real property, in this Condominium Plat. The owners also hereby certify that they consent to the recordation of documents pursuant to Chapter 15, Title 55 of the Idaho Code and that this plat complies with Idaho Code 50-1334. All units in this Condominium Project shall receive domestic water from an existing system and The City of Ketchum has agreed in writing to serve this Condominium Project.

The easements indicated hereon are not dedicated to the public, but the right to use said easements is hereby reserved for the public utilities and for any other uses indicated hereon and no permanent structures are to be erected within the lines of said easements.

The Condominium Declaration of Covenants, Conditions, and Restrictions governing this Condominium Project are recorded in the office of the Blaine County Recorder under Instrument Number \_\_\_\_\_.

360 Views, L.L.C. an Idaho Limited Liability Company

\_\_\_\_\_  
Daniel S. Davenport  
Managing Member, 360 Views LLC.

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss

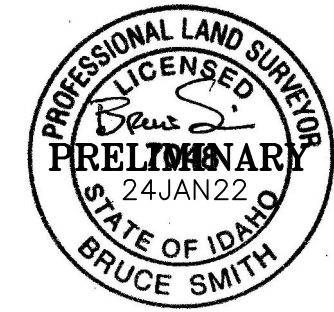
On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, a Notary Public in and for said State, personally appeared Daniel S. Davenport, known or identified to me to be a member of the limited liability company that executed the foregoing instrument, and acknowledged to me that such limited liability company 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 in and for said State  
Residing in \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

**SURVEYOR'S CERTIFICATE**

I, Bruce Smith, a duly licensed Professional Land Surveyor in the State of Idaho, do hereby certify that this plat of 360 Views Condominiums, is a true and accurate map of the land surveyed under my direct supervision and that it is in accordance with the Idaho State Code relating to plats and surveys.



**BLAINE COUNTY SURVEYOR'S APPROVAL**

I, Sam Young, County Surveyor for Blaine County, Idaho, have checked the foregoing Plat and computations for making the same and have determined that they comply with the laws of the State of Idaho relating thereto.

\_\_\_\_\_  
Sam Young, PLS 11577  
County Surveyor

\_\_\_\_\_  
Date

**KETCHUM CITY ENGINEER'S APPROVAL**

The foregoing plat was approved by \_\_\_\_\_, City Engineer for the City of Ketchum on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
City Engineer

**CITY OF KETCHUM APPROVAL**

I, \_\_\_\_\_, Planner in and for the City of Ketchum, do hereby certify that the foregoing Plat was duly accepted and approved to the Ketchum Subdivision-Ordinance.

By: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Certified By: City Clerk

\_\_\_\_\_  
Date

**COUNTY TREASURER'S APPROVAL**

I, the Undersigned, County Treasurer in and for Blaine County, State of Idaho, per the Requirements of Idaho Code 50-1308, do hereby Certify that any and all Current and/or Delinquent County Property Taxes for the Property included in this Plat of 360 Views Condominiums have been paid in full on this \_\_\_\_\_ day of \_\_\_\_\_, 2022. This Certification is valid for the next thirty (30) days only.

\_\_\_\_\_  
Blaine County Treasurer

**COUNTY RECORDER'S CERTIFICATE**

STATE OF IDAHO }  
COUNTY OF BLAINE } ss

This is to certify that the foregoing Plat was Filed in the Office of the Recorder of Blaine County, Idaho, and Duly Recorded at the Time, Date, and Instrument Number shown below.

\_\_\_\_\_  
Ex-officio Recorder



## WARRANTY DEED

FOR VALUE RECEIVED

Pamela Rae, a single woman

GRANTOR(S), hereby grants, bargains, sells, conveys and warrants unto

360 Views LLC, an Idaho limited liability company

GRANTEE(S) whose current address is: 2345 S. Main St., Salt Lake City, ID 84115

the following described premises, to-wit:

Lot 4 in Block 39, of the VILLAGE OF KETCHUM, as shown on the certified copy of the official map thereof, recorded as Instrument No. 302967, records of Blaine County, Idaho.

**TO HAVE AND TO HOLD** the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except those to which this conveyance is expressly made subject to and those made, suffered or done by the Grantee; and subject to all existing patent reservations; restrictions in railroad deeds of record; easements and rights of way established and of record; protective covenants of record; zoning ordinances and applicable building codes, use restrictions, ordinances, laws and regulations of any governmental unit; general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable; and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.


Dated this 26th day of April, 2019.

A handwritten signature in black ink, appearing to read 'P. Rae', is written over a horizontal line. Below the line, the name 'Pamela Rae' is printed in a sans-serif font.

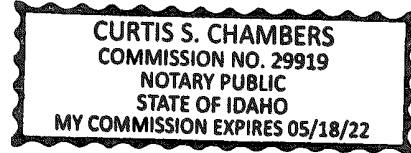
State of Idaho  
County of Blaine

30TH CC

This record was acknowledged before me on 26th day of April, 2019, by Pamela Rae.

  
Notary Public \_\_\_\_\_ 5.18.22 HARLEY, ID  
My Commission Expires: 5.18.22

(STAMP)





**ALTA COMMITMENT FOR TITLE INSURANCE**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**NOTICE**

**IMPORTANT - READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY’S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the “Company”), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company’s liability and obligation end.


Countersigned by:

  
Authorized Countersignature



  
Frederick H. Eppinger  
President and CEO

Blaine County Title, Inc.  
360 Sun Valley Road  
P.O. Box 3176  
Ketchum, ID 83340  
(208) 726-0700

  
Denise Carraux  
Secretary

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.*

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I - Requirements;
- (f) Schedule B, Part II - Exceptions; and
- (g) a countersignature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I - Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

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ALTA Commitment For Title Insurance 8-1-16 (4-2-18)

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- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <<http://www.alta.org/arbitration>>.

**STEWART TITLE GUARANTY COMPANY**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.

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**ALTA COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**Transaction Identification Data for reference only:**

Issuing Agent: Blaine County Title, Inc.  
Issuing Office: 360 Sun Valley Road, P.O. Box 3176, Ketchum, ID 83340  
Issuing Office's ALTA® Registry ID: N/A  
Loan ID Number: N/A  
Commitment Number: 2022937  
Issuing Office File Number: 2022937  
Property Address: 111 N. Washington Ave., Ketchum, ID 83340  
Revision Number: 1

**1. Commitment Date:** October 29, 2020 at 8:00 A.M.

**2. Policy to be issued:** **Proposed Policy Amount**

(a) ALTA Owner's Policy

Proposed Insured:

(b) ALTA Loan Policy Extended \$7,000,000.00

Proposed Insured: Alta Bank, its successors and/or assigns as their respective interests may appear.

**3. The estate or interest in the Land described or referred to in this Commitment is:**

Fee Simple

**4. The Title is, at the Commitment Date, vested in:**

360 Views LLC, an Idaho Limited Liability Company

**5. The Land is described as follows:**

Lot 4 in Block 39, of the VILLAGE OF KETCHUM, as shown on the certified copy of the official map thereof, recorded as Instrument No. 302967, records of Blaine County, Idaho.

**STATEMENT OF CHARGES**

These charges are due and payable  
before a policy can be issued

Extended Loan Policy:	\$16,674.00
Endorsements	\$300.00
ALTA 39.06, CLTA 122 x 6	
Reissue Credit of \$1,890.00	Included
Underwriter remittance	
\$2,036.88	

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File No. 2022937

ID ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

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# ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

## Requirements

File No.: 2022937- Revision No. 1

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. The Company requires a satisfactory inspection of the land to be made at, or immediately prior to recording the mortgage to be insured. If the inspection discloses any evidence of commencement of a work of improvement, either on-site or off-site, the coverage for mechanic's lien insurance will be deleted from the Policy, unless all the necessary documentation for indemnification has been submitted to the Company (including audited financial statements, draw procedure, all loan documents, any required subordinations, and bonds) and the indemnification has been formally approved by the Company, prior to the recording of the mortgage.
6. If the policies to be issued are in excess of \$5,000,000.00 or involve unusual risks, approval to issue such policies must be obtained from Stewart Title Guaranty Company. This commitment and any policies to be issued are subject to any additional limitations, requirements or exceptions made by Stewart Title Guaranty Company.
7. Delivery to the Company of the Affidavit as to Debts and Liens. Upon acceptance and review of said Affidavit, title will be subject to such further matters as appear necessary and appropriate following such review.
8. Pursuant to the State of Idaho Insurance Regulations, a cancellation fee is to be charged on all cancelled orders. Unless otherwise advised, orders will be considered cancelled six months after the effective date on the Commitment. The amount of the fee assessed shall be in accordance with our rate filing with the Idaho Department of Insurance.

If you should decide to change lenders within six months, this commitment can be transferred to avoid a cancellation charge.

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ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

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# ALTA COMMITMENT FOR TITLE INSURANCE

## SCHEDULE B PART II

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

### Exceptions

File No.: 2022937- Amended No. 1

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. 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. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by public record.
3. Any facts, rights, interests, or claims which are not shown by the public records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
4. Easements, liens, or encumbrances, or claims thereof, which are not shown by the public records.
5. Discrepancies, conflicts in boundary lines, shortages in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
6. (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.
7. Any lien or right to a lien for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
8. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. Stewart makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interest that are not listed.
9. General taxes for the year 2020 and subsequent years, which are a lien not yet payable.

Note: General taxes for the year 2019, a lien in the amount of \$7,044.96, which are paid in full. (Parcel No. RP RPK00000390040)

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File No. 2022937

ID ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

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# ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

## Exceptions

10. Water, sewer, rubbish charges of the City of Ketchum.
11. Ketchum rubbish charges billed by Clear Creek Disposal.
12. Terms and Conditions contained in that certain Far Exceedance Agreement by and between the City of Ketchum, and 360 View LLC, recorded July 28, 2020 as [Instrument No. 671206](#), records of Blaine County, Idaho.
13. Notices of liens if any, in favor of the State Tax Commission, the Department of Labor and Department of Health and Welfare of the State of Idaho filed in the office of the Secretary of State pursuant to Chapter 19, Title 45, Idaho Code. (The Idaho State Tax Commission electronically files liens with the office of the Secretary of State and not with the Blaine County Recorder. Until final review at closing, title may be subject to such further matters as appear necessary and appropriate following such review.

Item 1 will be removed upon final review at closing, title may be subject to such further matters as appear necessary and appropriate following such review.

Items 2-5 and 7 may be removed upon issuance of any ALTA Extended Coverage Policy.

Copies of all recorded documents outlined in this section are available upon request

NOTE: The following conveyances describing all or a part of the subject property have been recorded within the last 24 months:

Warranty Deed from Pamela Rae, a single woman (grantor) to 360 Views LLC, an Idaho Limited Liability Company (grantee), recorded 04/30/2019 as Instrument No. 659829

NOTE: We find no recorded Judgments or Internal Revenue Liens against 360 Views LLC.

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File No. 2022937

ID ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

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## STG Privacy Notice Stewart Title Companies

### WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
<b>For our everyday business purposes</b> — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
<b>For our marketing purposes</b> — to offer our products and services to you.	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness.	No	We don't share
<b>For our affiliates to market to you</b> — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to <a href="mailto:optout@stewart.com">optout@stewart.com</a> or fax to 1-800-335-9591.
<b>For non-affiliates to market to you.</b> Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

### SHARING PRACTICES

<b>How often do the Stewart Title Companies notify me about their practices?</b>	We must notify you about our sharing practices when you request a transaction.
<b>How do the Stewart Title Companies protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
<b>How do the Stewart Title Companies collect my personal information?</b>	We collect your personal information, for example, when you <ul style="list-style-type: none"> <li>▪ request insurance-related services</li> <li>▪ provide such information to us</li> </ul> We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
<b>What sharing can I limit?</b>	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

**Contact us:** *If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1360 Post Oak Blvd., Ste. 100, Privacy Officer, Houston, Texas 77056*

## Privacy Notice for California Residents

Pursuant to the California Consumer Privacy Act of 2018 ("CCPA"), Stewart Information Services Corporation and its subsidiary companies (collectively, "Stewart") are providing this **Privacy Notice for California Residents** ("CCPA Notice"). This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users and others who reside in the State of California or are considered California Residents ("consumers" or "you"). Terms used but not defined shall have the meaning ascribed to them in the CCPA.

### Information Stewart Collects

Stewart collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device. Most of the information that Stewart collects in the course of its regular business is already protected pursuant to the Gramm-Leach-Bliley Act (GLBA). Additionally, much of this information comes from government records or other information already in the public domain. Personal information under the CCPA does not include:

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), GLBA and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of personal information from consumers within the last twelve (12) months:

Category	Examples	Collected?
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	YES
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	YES
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment-related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

Stewart obtains the categories of personal information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees or their agents (For example, realtors, lenders, attorneys, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

#### Use of Personal Information

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

#### Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent in the course of your transaction (for example, a realtor or a lender). Stewart may disclose your personal information to a third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- Service providers and vendors (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- Affiliated Companies
- Litigation parties and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations.
- Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

- Category A: Identifiers
- Category B: California Customer Records personal information categories
- Category C: Protected classification characteristics under California or federal law
- Category D: Commercial Information
- Category E: Biometric Information
- Category F: Internet or other similar network activity
- Category G: Geolocation data
- Category H: Sensory data
- Category I: Professional or employment-related information
- Category J: Non-public education information
- Category K: Inferences

#### Consumer Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.



## Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

## Deletion Request Rights

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

## Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us either:

- Calling us Toll Free at 1-866-571-9270
- Emailing us at [Privacyrequest@stewart.com](mailto:Privacyrequest@stewart.com)
- Visiting <http://stewart.com/ccpa>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

## Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

#### Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

#### Changes to Our Privacy Notice

Stewart reserves the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will post the updated notice on Stewart's website and update the notice's effective date. **Your continued use of Stewart's website following the posting of changes constitutes your acceptance of such changes.**

#### Contact Information

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described here, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

**Phone:** Toll Free at 1-866-571-9270

**Website:** <http://stewart.com/ccpa>

**Email:** [Privacyrequest@stewart.com](mailto:Privacyrequest@stewart.com)

**Postal Address:** Stewart Information Services Corporation  
Attn: Mary Thomas, Deputy Chief Compliance Officer  
1360 Post Oak Blvd., Ste. 100, MC #14-1  
Houston, TX 77056

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**ARTICLES OF INCORPORATION**

**OF**

**360 VIEWS CONDOMINIUMS HOMEOWNERS' ASSOCIATION, INC.**

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**LAWSON LASKI CLARK, PLLC**

675 Sun Valley Road, Suite A  
P.O. Box 3310  
Ketchum, Idaho 83340  
(208) 725-0055

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**ARTICLES OF INCORPORATION**

**OF**

**360 VIEWS CONDOMINIUMS HOMEOWNERS' ASSOCIATION, INC.**

The undersigned, acting as incorporator(s) of a corporation under the Idaho Nonprofit Corporation Act, adopt the following Articles of Incorporation.

**ARTICLE 1.  
NAME**

The name of the corporation is 360 VIEWS CONDOMINIUMS HOMEOWNERS' ASSOCIATION, INC. hereinafter called "**Association**".

**ARTICLE 2.  
PRINCIPAL OFFICE AND REGISTERED AGENT**

The location and principal office of the Association is 111 N. Washington Ave., Ketchum, ID 83340 and the post office address is Post Office Box 4068, Ketchum, Idaho 83340. The registered agent of the Association is Jared C. Kimball, c/o Lawson Laski Clark, PLLC, 675 Sun Valley Rd., Suite A, Ketchum, ID 83340, Post Office Box 3310, Ketchum, ID 83340.

**ARTICLE 3.  
INCORPORATORS**

The incorporator(s) and their addresses are as follows:

<u>Name</u>	<u>Address</u>
Daniel S. Devenport	2345 S. Main Street. Salt Lake City, UT 84115.
and Martina S. Devenport	

**ARTICLE 4.  
PURPOSE AND POWERS OF THE ASSOCIATION**

**4.1** The purposes for which the Association is formed are: The specific and primary purposes for which the Association is formed are to be a residential real estate management association and to provide for the acquisition, construction, management, maintenance and care of real and personal property held by the Association or commonly held by the members of the Association or located in the development and owned by members of the Association and otherwise to act and be operated as a "**homeowners association**" as defined in Section 528 of the Internal Revenue Code of 1954, as amended.

**4.2** Subject to the provisions of the recorded or to be recorded Declaration of Covenants, Conditions and Restrictions applicable to the development (hereinafter referred to as the "**Declaration**"), the general purposes and powers of the Association are:

(a) To promote the health, safety and welfare of the residents within the development;

(b) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, and any supplemental declaration, applicable to the property and recorded or to be recorded in the Office of the Blaine County Recorder and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(c) To fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(d) To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(e) To borrow money and mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(f) To dedicate, sell or transfer all or any part of the common area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.

(g) To participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional property and common area;

(h) To have and to exercise any and all powers, rights and privileges which a corporation organized under the Nonprofit Corporation Law of the State of Idaho by law may now or hereafter have or exercise.

The foregoing statement of purposes shall be construed as a statement both of purposes and of powers, and purposes and powers in each clause shall in no wise be limited or restricted by reference to or inference from the terms or provisions of any other clause but shall be broadly construed as independent purposes and powers. Notwithstanding any of the above statements of purposes and powers, the Association shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purposes of the Association.

**ARTICLE 5.  
MEMBERSHIP**

Every person or entity who is a record owner of a fee or undivided fee interest in any Unit which is subject by the Declaration to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Unit which is subject to assessment by the Association.

**ARTICLE 6.  
VOTING RIGHTS**

The authorized number and qualifications of members of the Association, the different classes of members, if any, the property, voting, and other rights and privileges of members, and their liability for assessments and the method of collection thereof, shall be as set forth in the bylaws.

**ARTICLE 7.  
BOARD OF DIRECTORS**

The affairs of this Association shall be managed by a board of directors, who shall be members of the Association. The number of directors may be changed by amendment of the Bylaws of the Association.

The initial directors of the Association and their addresses are as follows:

Daniel S. Devenport                      2345 S. Main Street. Salt Lake City, UT 84115  
and Martina S. Devenport

**ARTICLE 8.  
DISSOLUTION**

The Association may be dissolved as provided by law.

Upon the dissolution of the Association, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the Association, dispose of all of the assets of the Association exclusively for the purposes of the Association in such manner as the Board of Directors shall determine. Any such assets not so disposed of shall be disposed of by the District Court of the Fifth Judicial District of the State of Idaho, in and for Blaine County as said court shall determine.

**ARTICLE 9.  
NONPROFIT LIMITATIONS**

No part of the net earnings of the Association shall inure to the benefit of, or be distributable to, its members, Directors, Officers, or other private persons, except that the Association shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article IV hereof. No substantial part of the activities of the Association shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Association shall not participate in, or intervene in (including the publishing or distribution of statements), any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of these Articles, the Association shall not carry on any other activities not permitted to be carried on by a corporation exempt from federal income tax under Section 501(c)(4) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law).

**ARTICLE 10.  
INDEMNIFICATION AND LIABILITY**

10.1 Indemnification. The Corporation shall indemnify the directors and officers of the Corporation to the fullest extent permitted by law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than the law permitted the Corporation to provide prior to such amendment).

10.2 Limitation on Liability. There shall be no personal liability, either direct or indirect, of any director of the Corporation to the Corporation or its Stockholders for monetary damages for any breach or breaches of fiduciary duty as a director; except that this provision shall not eliminate the liability of a director to the Corporation or to its members for monetary damages for any breach, act, omission, or transaction as to which the law (as in effect from time to time) prohibits expressly the elimination of liability. This provision shall not limit the rights of directors of the Corporation for indemnification or other assistance from the Corporation. Any repeal or modification of the foregoing provisions of this Article by the Stockholders of the Corporation, or any repeal or modification of the law which permits the elimination of liability of directors by this Article, shall not affect adversely any elimination of liability, right, or protection of a director of the Corporation with respect to any breach, act, omission, or transaction of such director occurring prior to the time of such repeal or modification.

**ARTICLE 11.  
DURATION**

The Association shall exist perpetually.



**ARTICLE 12.  
PREEMPTIVE RIGHTS**

There are no provisions granting or denying preemptive rights.

**ARTICLE 13.  
AMENDMENTS**

Amendments of these Articles shall require the vote of the members representing at least fifty-one percent (51%) of each class of the Association members entitled to vote.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Idaho, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Daniel S. Devenport, Incorporator

\_\_\_\_\_  
Martina S. Devenport, Incorporator

STATE OF IDAHO            )  
  )  
County of Blaine            )

Signed (or attested) before me on this \_\_\_\_ day of \_\_\_\_\_, 2021 by Daniel S. Devenport.

\_\_\_\_\_  
Notary Public of Idaho  
Commission Expires: \_\_\_\_\_

STATE OF IDAHO            )  
  )  
County of Blaine            )

Signed (or attested) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by  
Martina S. Devenport.

\_\_\_\_\_  
Notary Public of Idaho  
Commission Expires: \_\_\_\_\_

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**BYLAWS**  
**OF**  
**360 VIEWS CONDOMINIUMS OWNERS' ASSOCIATION, INC.**  
**an Idaho Non-Profit Corporation**

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**Article 1**  
**NAME AND LOCATION**

The name of the association is 360 VIEWS CONDOMINIUMS OWNERS' ASSOCIATION, INC., (hereinafter referred to as the "**Association**"). The Association is organized under the Idaho Nonprofit Corporation Act. The principal office of the Association shall be located in the City of Ketchum, County of Blaine, State of Idaho.

**Article 2**  
**DEFINITIONS**

**2.1 Declaration.** The "**Declaration**" shall mean, collectively, the Condominium Declaration for 360 Views Condominiums and any amendments or supplements thereto recorded or to be recorded pursuant thereto, and applicable to the condominium development commonly known and referred to as 360 Views Condominiums located in Ketchum, Idaho.

**2.2 Other Definitions.** Each and every definition set forth in Section 2 of the Declaration shall have the same meaning herein as therein, and each and every such definition is incorporated by reference herein and made a part hereof as if once again fully written and set forth at length herein.

**Article 3**  
**MEMBERSHIP; VOTING RIGHTS**

The qualification for membership and the voting rights of members shall be as set forth in Articles 4 and 8 of the Declaration, all of which are hereby incorporated by reference herein as if set forth in full.

**Article 4**  
**MEETINGS OF MEMBERS**

**4.1 Annual Meetings.** The organizational meeting and the first annual meeting of the members shall be held within sixty (60) days of the date of the first conveyance of a Unit. Thereafter, annual meetings of members of the Association shall be held each year on a day to be determined by the Board of Directors (hereinafter referred to as the "board"), which day shall not be a legal holiday.

**4.2 Special Meetings.** Special meetings of the members may be called at any time by the president or by a majority of the board, or upon written request of the members representing at least fifty percent (50%) of the votes in the Association.

**4.3 Notice of Meetings.** Notice of all members meetings, annual or special, shall be hand delivered, sent prepaid United States Mail, or, sent by email if receipt by email is agreed to by a member, and shall be given not less than ten (10) days nor more than fifty (50) days prior to

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the time of said meeting and shall set forth the place, date and hour of the meeting, and the nature of the business to be undertaken. Notices shall be given by, or at the direction of, the secretary or person authorized to call the meeting, and shall be transmitted to each member entitled to vote there at. Notice shall also be given to any mortgagee who has requested to receive notice of such meeting at mortgagee's address last appearing on the books of the Association for the purpose of notice. Mailed notices shall be deemed received 48 hours after same are mailed; notice by hand delivery shall be deemed received upon delivery; notice delivered by email after consent to receive notice by email by member is deemed received upon delivery to the email address appearing on the books of the Association unless a notice of failure of delivery is received by the sending party. Members are obligated to update addresses for Notice with the Association.

**4.4 Quorum.** The presence at any meeting in person, by telephone or video conferencing, or by proxy of members entitled to cast at least fifty percent (50%) of the total votes of all members of the Association shall constitute a quorum. If any meeting cannot be held because a quorum is not present, members representing a majority of the votes present, either in person or by proxy, may adjourn the meeting to a time not less than 48 hours nor more than 30 days from the time the original meeting was called, at which adjourned meeting the quorum requirement shall be at least fifty percent (50%) of said total votes. Any meeting of members whereat a quorum is present may be adjourned for any reason to a time not less than 48 hours nor more than 30 days from the time of such meeting by members representing a majority of the votes present thereat, either in person or by proxy. Notwithstanding the foregoing, meetings to approve the annual budget are subject to the provisions set forth in Section 8.3 of the Declaration.

**4.5 Proxies.** At all meetings of members each member may be present in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease when the ownership interest or interests of such member entitling him to membership in the Association ceases.

**4.6 Order of Business.** Unless otherwise determined by the board, the order of business of all meetings of the members shall be as follows:

- (a) roll call;
- (b) proof of notice of meeting or waiver of notice;
- (c) reading of minutes of preceding meeting;
- (d) reports of board and officers;
- (e) unfinished business;
- (f) new business; and
- (g) election of directors, if any are to be elected.

**4.7 Parliamentary Procedure.** All questions of parliamentary procedure shall be decided in accordance with Roberts Rules of Order.

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**4.8 Majority of Owners.** Except as otherwise provided herein or in the Declaration, the majority of the total voting power present, in person or by proxy, shall prevail at all meetings.

**4.9 Action Without Meeting.** Any action which may be taken at a meeting of the members may be taken without a meeting if authorized by a writing signed by all of the members who would be entitled to vote at a meeting for such purpose and filed with the secretary.

## **Article 5 DIRECTORS**

**5.1 Number.** Prior to the termination of any Period of Declarant Control, the board shall consist of the number of directors as set forth and determined in accordance with Sections 8.6 and 8.7 of the Declaration, who need not be members and elected in accordance with the provisions of Section 8.7 of the Declaration. Not later than the termination of any Period of Declarant Control, the board shall consist of at least three (3) directors, each of whom shall be elected by the Unit Owners in accordance with the provisions of Section 8.7 of the Declaration. Not more than one representative member from each Unit may serve on the board at the same time.

**5.2 Term of Office.** The directors shall hold terms of two (2) years, except that the terms of two (2) of the initial directors have one (1) year terms. All directors shall hold office until their successors are elected or appointed, as the case may be, and qualified, or until he/she resigns or has been removed in the manner provided for herein. The intent of this provision is to provide that directors have staggered terms.

**5.3 Nomination.** Subject to the provisions of Section 8.7 of the Declaration, the board may create a nominating committee to make nominations of members for election to the board. Nominations may also be made from the floor at each annual meeting.

**5.4 Election.** Election to the board shall be by secret ballot. At such election, the members, or their proxies, may cast as many votes as they are entitled to cast under the provisions of the Declaration. The candidate receiving the highest number of votes, as confirmed by the Secretary, shall be deemed elected. Election results may be shared with the members.

**5.5 Compensation.** No director shall receive any compensation for any service he may render to the Association; provided, however, any director may be reimbursed for actual out-of-pocket expenses incurred by him in the performance of his duties.

**5.6 Removal; Vacancies.** Removal of directors shall be as provided in Section 8.8 of the Declaration. In the event of the death, resignation or removal of a director, his/her successor shall be selected by the remaining members of the board and shall serve for the unexpired term of his predecessor.

## **Article 6 MEETINGS OF DIRECTORS**

**6.1 Regular Meetings.** Regular meetings of the board shall be held quarterly without notice at such place and hour as may be fixed from time to time by resolution of the board, or at

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such other intervals as determined by the board. Should any such meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday. Notice of the time and place of any such meeting shall be posted at a prominent place or places within the common area.

**6.2 Special Meetings.** Special meetings of the board shall be held when called by the president of the Association, or by any two (2) directors, after not less than three (3) days prior notice to each director, which notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be posted in the manner prescribed for notice of regular meetings not less than 72 hours prior to the scheduled time of the meeting.

**6.3 Quorum.** A majority of the number of directors shall constitute a quorum for the transaction of business at a meeting of the board. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the board.

**6.4 Conduct of Meetings.** Regular and special meetings of the board shall be open to all members of the Association; provided, however, that Association members who are not on the board may not participate in any deliberation or discussion unless expressly so authorized by the vote of a majority of a quorum of the board. The board may, with the approval of a majority of a quorum of the members of the board, adjourn a meeting and reconvene in executive session to discuss and/or vote upon any situation set forth in Section 9.4 of the Declaration, and any personnel matters, litigation in which the Association is or may become involved and orders of business of a similar or otherwise sensitive nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

**6.5 Action Taken Without a Meeting.** The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the board.

## **Article 7 POWER AND DUTIES OF THE BOARD**

**7.1 Powers.** The board shall have all powers conferred upon the Association as set forth herein and in the Declaration, excepting only those powers expressly reserved to the members.

**7.2 Duties.** It shall be the duty of the Board:

(a) to cause to be kept a complete record of all of its acts and doings and to present a statement thereof to the members at each annual meeting of the members, or at any special meeting when such statement is requested in writing by members representing one-fourth (1/4) of the members of the Association;

(b) to supervise all officers, agents and employees of the Association, and to see that their duties are properly performed; and

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- (c) to delegate its powers as provided in the Declaration.

## **Article 8 OFFICERS AND THEIR DUTIES**

**8.1 Enumeration of Offices.** The officers of the Association shall be a president and vice president, who shall at all times be members of the board, a secretary, and a treasurer, and such other officers as the board may from time to time by resolution create.

**8.2 Election of Officers.** The election of officers shall take place at the organizational meeting of the board and thereafter at each meeting of the board following each annual meeting of the members.

**8.3 Term.** The officers of this Association shall be elected annually by the board and each officer shall hold office for one year unless he shall sooner resign, or shall be removed, or shall otherwise be or become disqualified to serve.

**8.4 Special Appointments.** The board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the board may, from time to time, determine.

**8.5 Resignation and Removal.** Any officer may be removed from office with or without cause by the board. Any officer may resign at any time by giving written notice to the board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**8.6 Vacancies.** A vacancy in any office may be filled by appointment by the board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

**8.7 Multiple Offices.** The offices of the secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 8.4 hereof.

**8.8 Duties.** The duties of the officers shall be as follows:

(a) **President.** The president shall preside at all meetings of the board, shall see that orders and resolutions of the board are carried out.

(b) **Vice President.** The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the board.

(c) **Secretary.** The secretary, or a designated representative approved by the board, shall record, the votes and keep the minutes of all meetings and proceedings of the board and of the members, shall serve notices of meetings of the board and of the members, shall keep



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appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the board.

**(d) Treasurer.** The treasurer, or a designated representative approved by the board, shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the board, shall keep proper books of account, shall cause an annual operating statement reflecting income and expenditures of the Association for its fiscal year to be prepared and shall cause copies of said statement to be distributed to each member within sixty (60) days after the end of such fiscal year, and shall cause an annual budget to be prepared and presented to each member.

**8.9 Compensation.** No officer shall receive any compensation for any service he may render to the Association; provided, however, any officer may be reimbursed for actual out-of-pocket expenses incurred by him in the performance of his duties.

## **Article 9 COMMITTEES**

Subject to any contrary provisions of the Declaration and these bylaws, if any, the board may appoint a nominating committee as provided in these bylaws. In addition, the board may appoint such other committees, as it deems appropriate in order to carry out its purpose.

## **Article 10 ASSESSMENTS**

As more fully provided in Section 10 of the Declaration, each member is obliged to pay to the Association annual and special assessments to be collected as therein set forth, all of which are hereby incorporated by reference herein as if set forth in full.

## **Article 11 AMENDMENTS**

These bylaws may be altered, amended or repealed by members of the Association in the same manner as set forth for amending the Declaration as set forth in Article 20.2 of the Declaration.

## **Article 12 GENERAL PROVISIONS**

**12.1 Conflicting Provisions.** In the case of any conflict between any provisions of the Declaration and these bylaws, the conflicting provisions of the Declaration shall control.

**12.2 Fiscal Year.** The fiscal year of the Association shall be January 1 to December 31, unless and until a different fiscal year is adopted by the members at a duly constituted meeting thereof.

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**12.3 Proof of Membership.** No person shall exercise the rights of membership in the Association until satisfactory proof thereof has been furnished to the secretary. Such proof may consist of either a copy of a duly executed and acknowledged grant deed or title insurance policy showing said person to be the owner of an interest in a condominium entitling him to membership. Such deed of policy shall be deemed conclusive in the absence of a conflicting claim based on a later deed or policy.

**12.4 Absentee Ballots.** The board may make such provisions as it may consider necessary or desirable for absentee ballots.

**12.5 Consent to Waiver of Notice.** The transactions at any meeting of the board, however noticed, shall be as valid as though had at a meeting duly held after regular notice if a quorum be present and either before or after the meeting each director not present thereat signs a written waiver of notice or a consent to the holding of such meeting or an approval of the true and correct minutes thereof. All such waivers, consents or approvals shall be filed with the records of the board and made a part of its minutes.

**12.6 Reserves.** Any amounts collected by or paid to the Association in excess of operational needs shall be set aside as reserves for future financial needs in the manner set forth in the Declaration and shall be deposited into insured interest-bearing accounts. These sums may include amounts collected by Declarant from owners through purchase escrows representing capital contribution by such owners to the Association.

### **CERTIFICATE OF SECRETARY**

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, Secretary of 360 Views Condominiums Owners' Association, Inc., an Idaho nonprofit corporation, does hereby certify that the above and foregoing Bylaws were duly adopted by the Board of Directors of said Association on the \_\_\_\_ day of \_\_\_\_\_, 2021, and that they now constitute said bylaws.

\_\_\_\_\_  
Secretary

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Recording Requested By and  
When Recorded Return to:

Blaine County Housing Authority  
P.O. Box 550  
Hailey, ID 83333

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SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

## COMMUNITY HOUSING COVENANT RUNNING WITH THE LAND

This Agreement for Community Housing Covenant Running with the Land ("Covenant") is made and is effective as of the first day of recording of this Covenant ("**Effective Date**"), by and between the 360 Views LLC, an Idaho limited liability company ("**Declarant**") and the BLAINE COUNTY HOUSING AUTHORITY, an Idaho independent public body corporate and politic ("**BCHA**").

### **Section 1: Background.**

To satisfy a condition of approval, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Declarant and BCHA are entering into this Covenant regarding a condominium development platted as 360 Views Condominiums that contains a single unit (Unit A) that will be the subject of this Agreement.

Pursuant to the terms and conditions of this Covenant, Declarant hereby grants to BCHA an interest in the Property. This interest shall be limited to allowing the BCHA to administer the terms and conditions of this Covenant and of the Guidelines but shall not be construed to impair the ability of an owner's association or a mortgagee to remedy a default or foreclose under the terms of homeowners' association covenants or a mortgage and/or deed of trust. Notwithstanding BCHA's interest in the Property, the Declarant is the sole owner of a fee simple estate in the Property.

Except as otherwise specifically provided herein, Declarant and BCHA hereby agree the Property shall be exclusively and permanently dedicated for use and occupancy by an Owner as outlined in the Guidelines and in this Covenant.

Capitalized terms not otherwise defined in this Covenant shall have the meaning ascribed to such terms in Section 2.

### **Section 2: Definitions.**

2.1 "Association" means the 360 Views Condominium Homeowners Association, Inc., an Idaho non-profit corporation.

2.2 "BCHA" is the Blaine County Housing Authority, an Idaho independent public body corporate and politic, and its successors and assigns.

2.3 The "Guidelines" are the Community Housing Guidelines adopted by BCHA and recorded in the official records of Blaine County, Idaho as Instrument No. 681956, as such Guidelines may be amended from time to time. Amendments to the Guidelines will take effect upon recordation in the Official Records of Blaine County, Idaho. No amendment to the guidelines will affect the rights of the holder of a mortgage or deed of trust on the Property recorded prior to the date of recordation of the amendments. No amendment of the Guidelines shall materially adversely affect the rights of Owner without the prior approval of Owner, which approval shall not be unreasonably withheld.

2.4 An "Owner" is either Declarant during Declarant's initial ownership of the Property, a Qualified Buyer who acquires fee simple absolute title to the Property or a Qualified Occupant who rents all or any portion of the Property.

2.5 "Permitted Capital Improvements" are those certain capital improvements described in the Guidelines made to the Property by Owner and/or the Association for which written approval of BCHA had been obtained prior to installation of such improvements on the Property. Permitted Capital Improvements do not include the initial construction costs incurred by Declarant. Except as otherwise provided herein, Permitted Capital Improvements shall not include any changes or additions to the Property made after a casualty pursuant to Section 7.2. Permitted Capital Improvements do not include improvements made to the Property without BCHA approval prior to their installation on the Property.

2.6 The "Property" is that certain real property described in Exhibit "A" attached hereto and incorporated herein. For purposes of this Covenant, the Property shall include, without limitation, all estates, rights, title and interest in and to the Property, at law and in equity, and all buildings, structures, appurtenances, improvements and fixtures associated therewith or attached thereto from time to time. The Property does not include any personal property of the Owner or the Association.

2.7 A "Qualified Buyer" is a person or group of people meeting and in full compliance with the qualifications and conditions set forth in the Guidelines in effect at the date a contract between an Owner and a Qualified Buyer is entered into for the Sale of the Property, including, without limitation, the income requirements applicable to the Property, and who has a complete and current application on file with BCHA at the time a contract for the Sale of the Property is entered into between an Owner and the Qualified Buyer.

2.8 A "Qualified Occupant" is a person or group of people who at the time a lease or rental agreement is entered into between the Owner and Qualified Occupant meet and is in full compliance with the qualifications and conditions set forth in the Guidelines and who has a complete and current application on file with BCHA.

2.9 The terms "Sale," "Sale of" or "to Sell" the Property shall include, without limitation, any transfer, purchase, sale, conveyance, grant, gift, bequest or devise, by merger, consolidation, dissolution, operation of law or otherwise, of the Property or any interest therein, in whole or in

part. The terms Sale, Sale of or to Sell the Property shall not include any grant of easement or partial conveyance for utility or public right-of-way purposes. The terms Sale, Sale of or to Sell the Property shall not include any grant of a security interest in the Property either by mortgage, deed of trust or otherwise, but shall include a Sale due to foreclosure or acceptance of a deed in-lieu of foreclosure.

### **Section 3: Transfer**

3.1 Except as expressly set forth in this Covenant, Owner may only Sell the Property to a Qualified Buyer. Any Sale of the Property must comply with this Covenant. Any Sale of the Property not in compliance with this Covenant is void.

3.2 At such time as an Owner seeks to sell the Property, Owner shall complete, execute and deliver to BCHA a Notice of Intent to Sell as set forth in the Guidelines. Upon receipt of the Notice of Intent to Sell and Owner's compliance with the terms of the Notice of Intent to Sell, BCHA shall notify Owner of the Maximum Sales Price, as determined in accordance with Sections 5, 9.1, 12.3 and 12.4, and provide Owner with Qualified Buyers in accordance with the Guidelines. Owner shall then, in accordance with the Guidelines, offer the Property for Sale for not more than the Maximum Sales Price to the Qualified Buyers provided by BCHA, until an agreement is reached with a Qualified Buyer for the Sale of the Property. Such agreement must comply with the Guidelines. The selling Owner shall not accept or otherwise receive any consideration in excess of the Maximum Sales Price except as otherwise permitted in this Covenant or in the Guidelines.

3.3 In the event Owner, in good faith compliance with the procedures set forth in the Guidelines, exhausts the pool of Qualified Buyers provided by BCHA without entering into an agreement for the Sale of the Property, Owner shall notify BCHA of such occurrence. BCHA may then provide Owner with a supplemental pool of Qualified Buyers and Owner shall proceed with the supplemental pool of Qualified Buyers according to Section 3.2. In the event Owner exhausts the pool of Qualified Buyers, as supplemented, without entering into an agreement for the Sale of the Property, within sixty (60) days after receipt of written notice from Owner of such occurrence, BCHA may purchase the Property for the Previous Sales Price (as defined in Section 5.1) plus any increase for Permitted Capital Improvements, according to the terms and conditions set forth in the Guidelines, or continue to provide Owner with lists of Qualified Buyers until an agreement for the Sale of the Property is reached. Owner's inability to reach an agreement with a Qualified Buyer shall not be grounds to terminate or modify this Covenant. Rather, Owner may need to compromise on the terms of Sale in order to reach an agreement with a Qualified Buyer.

3.4 In the event BCHA determines the Property has reached its functional obsolescence or other just reasons exist, at such time as an Owner seeks to Sell the Property, BCHA may, to the exclusion of a Qualified Buyer, purchase the Property for the Maximum Sales Price plus any increase for Permitted Capital Improvements, in accordance with the Guidelines.

3.5 In the event BCHA becomes the fee owner of the Property, such conveyance of the fee interest to BCHA shall not work a merger of the interests of BCHA as to the Property and this Covenant shall continue to be in full force and effect unless an express written agreement to

the contrary signed and acknowledged by BCHA is recorded in the official records of Blaine County, Idaho.

3.6 At such time as an Owner seeks to rent all or any portion of the Property, Owner shall complete, execute and deliver to BCHA a Notice of Intent to Rent as set forth in the Guidelines. Upon receipt of the Notice of Intent to Rent and Owner's compliance with the terms of the Notice of Intent to Rent, BCHA shall notify Owner of the Maximum Rental Amount, as determined in accordance with Section 5.6. Owner shall then, in accordance with the Guidelines, offer the Property for rent for not more than the Maximum Rental Amount to any Qualified Occupant. Such agreement must comply with the Guidelines. Owner shall not accept or otherwise receive any consideration in excess of the Maximum Rental Amount, except as otherwise permitted in the Guidelines. If the Property is financed through the Idaho Housing and Finance Association, further and more restrictive requirements with respect to rental of the Property to non-owner Occupants may be required.

3.7 In the event Owner, in good faith compliance with the procedures set forth in the Guidelines, is unable to find a Qualified Occupant with whom to enter into an agreement for the rental of the Property, Owner shall notify BCHA of such occurrence. BCHA may then provide Owner with a list of Qualified Occupants from which Owner might seek to enter into a rental agreement in accordance with Section 3.6. In the event Owner exhausts the list of Qualified Occupants, as supplemented, without entering into an agreement for the rental of the Property, BCHA may, at the request of the Owner, continue to provide Owner with lists of Qualified Occupants (if available) until an agreement for the rental of the Property is reached. If the pool of Qualified Occupants is exhausted, Owner's inability to reach an agreement with a Qualified Occupant shall not be grounds to terminate or modify this Covenant. Rather, Owner will need to further compromise in order to reach an agreement with a Qualified Occupant. By providing a list of Qualified Occupants, BCHA does not warrant, represent or guarantee the Qualified Occupant's ability to perform its duties or obligations under the rental agreement. The selection of any Qualified Occupant is at the sole risk of the Owner.

3.8 Owner is advised to seek professional assistance from a lawyer, accountant, licensed real estate salesperson or broker and/or other professionals with regard to the Sale or rental of the Property. BCHA does not represent and is not acting on behalf of Owner, the Qualified Buyer or the Qualified Occupant in the Sale or rental of the Property. BCHA is acting on its own account as to its interest in the Property pursuant to this Covenant and any assistance, forms or directions provided by BCHA or as set forth in the Guidelines are to further BCHA's interest in the Property.

#### **Section 4: Use, Occupancy, Maintenance and Repair Requirements.**

4.1 Owner shall use the Property as the Owner's primary place of residence. For purposes of the preceding sentence, the Property shall be deemed the Owner's primary place of residence if the Owner (a) occupies more than thirty percent (30%) of the interior floor space (85% if the Property is financed by the Idaho Housing and Finance Association), (b) is physically present on and residing in the Property for not less than nine (9) months in every twelve (12) month period, (c) has not accepted employment outside of Blaine County (distinct and isolated projects outside of Blaine County not exceeding ninety (90) days in duration shall

not constitute a violation of this section), and (d) does not own other residential property in Blaine, Butte, Camas, Custer, Gooding, Jerome, Lincoln, Minidoka, or Twin Falls Counties (an Owner whose business is the construction and sale of residential properties or the purchase and resale of residential properties shall not be in violation of this section provided such Owner does not reside in the properties for any length of time). For purposes of the preceding sentence, an Owner is deemed to own other residential property if the Owner controls, directs or appoints or has the ability to control, direct or appoint the occupancy of the residential property or owns, either directly or indirectly, more than a thirty percent (30%) interest in the residential property. In the event an Owner rents all of the Property to a Qualified Occupant, BCHA may, but shall not be obligated to, waive this section provided Owner requests such waiver when delivering the Notice of Intent to Rent.

4.2 Owner shall not use or allow the Property to be used for any business or commercial operation without first obtaining a home occupation permit or otherwise complying with all laws, rules, regulations and permits pertaining to such activities. Owner shall not seek consent to change the zoning designation of the Property without the prior written consent of BCHA, which consent may be granted, conditioned or withheld in BCHA's sole and absolute discretion. Furthermore, no business or commercial operation shall be conducted on the Property which materially interferes with or precludes the Property's use and occupancy as a residence and in no event shall more than 15% of the interior floor space be used for any business or commercial operation. The property shall not be used as a "recreational" or "second home".

4.3 Owner shall at all times, and at its own cost and expense, maintain, repair and/or replace in good, clean and habitable condition the Property and every part thereof, including, without limitation, any home, building or improvement on the Property, the roof, foundation, walls, siding, trim, floors, doors and windows, all electrical, plumbing, sewer, septic and HVAC components, lines and fixtures, all appliances, equipment and systems on the Property, all paved surfaces, all landscaped areas, and any sprinkler systems and water lines, reasonable wear and tear excepted. Such work must be performed in a good and workmanlike manner. Owner shall maintain the landscaped areas of the Property in a neat, clean and healthy condition. Owner shall replace all dead, dying or diseased plants, shrubs and trees. Owner shall provide adequate watering for the landscaped areas, shall mow, trim and prune the landscaped areas as needed for a neat and presentable appearance and shall otherwise keep the Property free of harmful pests, insects and noxious weeds and plants. If Owner refuses or neglects to maintain, repair or replace the Property, or any part thereof, in accordance with this Section, according to the provisions of Sections 11 and 12, BCHA shall have the right, but not the obligation, to perform such maintenance, repair or replacement obligations on behalf of and for the account of Owner. In such event, any costs incurred by BCHA shall be immediately due and payable upon receipt of an invoice therefore according to the terms of Section 12.5.

4.4 Owner shall make or cause to be made all repairs to the Property and perform or cause to be performed all work thereon so as not to permit any waste or deterioration of the Property. Upon the Sale of the Property, Owner shall remove all of Owner's belongings not sold to the Qualified Buyer and leave the Property in a good and clean condition, reasonable wear and tear excepted.

4.5 Owner shall comply with all laws, rules, regulations, and ordinances pertaining to the Property or the use or occupancy of the Property. Owner shall comply with any covenants, restrictions, rules or regulations encumbering the Property, including, without limitation, any covenants, conditions or restrictions imposed by any homeowner's association of which the Property is a part.

4.6 If and for so long as the Association has and exercises management and control over the elements of the Property comprising the common area, Owner shall be relieved of the obligations for such elements under Sections 4.3, 4.4, and 4.5 above.

**Section 5: Maximum Sales Price & Maximum Rental Amount.**

5.1 Except in the case of the Declarant, the "Previous Sales Price" is the amount paid, including any debt assumed, by the Owner towards the purchase price for the Property at the time the Owner purchased the Property. The Previous Sales Price shall not include any fees, interest, points, origination costs, or premiums associated with or arising from any loan on the Property; title insurance premiums, recording fees, or escrow fees; taxes or assessments; utilities; courier, delivery or wire transfer fees; brokerage or real estate salesperson commissions; appraisal fees; inspection fees; legal or accounting costs or fees; document preparation fees; or moving costs. For purposes of Declarant, the Previous Sales Price is the amount agreed to between BCHA and Declarant that Declarant may sell the Property for upon completion and issuance of a certificate of occupancy for the Property. The price agreed to by Declarant and BCHA shall not be subject to increase according to Sections 5.2 or 5.3.

5.2 Except as otherwise set forth in Sections 6.1, 8.4 and 8.5, in no event shall the Property be sold for an amount ("Maximum Sales Price") in excess of the LESSER of:

(a) The Previous Sales Price plus four percent (4%) interest per annum from the date the selling Owner purchased the Property to the date the selling Owner delivers the Notice of Intent to Sell to BCHA (prorated at the rate of 0.33 percent for each whole calendar month in any partial year); or

(b) The Previous Sales Price plus an amount equal to any increase in the cost of living during Owner's ownership of the Property as determined by the Consumer Price Index, Wage Earners and Clerical Workers, United States City Average, All Items (1982-84 = 100) published by the Bureau of Labor Statistics, United States Department of Labor ("Index"). The Previous Sales Price shall be increased by the CPI Increase. The Maximum Sales Price shall be determined according to the following formula:

$I_1$  = Index for the month in which the Owner purchased the Property

$I_2$  = Index published in or prior to the month such Owner delivers the Notice of Intent to sell to BCHA

C = Number of whole calendar months between the date the Owner purchased the Property and the date the Owner delivers the Notice of Intent to sell to BCHA



Maximum Sales Price = Previous Sales Price + (Previous Sales Price ÷ (I<sub>1</sub>/ I<sub>2</sub>) - Previous Sales Price) x (  $\frac{C+1}{C}$  )

In no event shall the Maximum Sales Price ever decrease below the Previous Sales Price due to this calculation. In the event the Bureau of Labor Statistics shall cease to publish the Index, then there shall be substituted for the Index another index published by a nationally recognized financial authority which most accurately approximates the Index as determined in the sole discretion of BCHA. In the event the Index shall be converted to a different standard reference base or otherwise revised, the determination of the Percentage Increase shall be made with the use of such conversion factor, formula or table for converting the Index as may be published by the Bureau of Labor Statistics or, if the Bureau shall not publish the same, then with the use of a conversion factor, formula or table as may be published by any other governmental agency of the United States or nationally recognized publisher of comparable statistical information.

Any debt or other obligation of the Owner assumed by the Qualified Buyer shall be credited against the Maximum Sales Price.

5.3 Notwithstanding Section 5.2 to the contrary, the Maximum Sales Price may be increased by the selling Owner's out-of-pocket cost of Permitted Capital Improvements and Association's out-of-pocket costs of Permitted Capital Improvements allocable to the Property made during the selling Owner's ownership of the Property, provided that such increase shall not exceed ten percent (10%) of the Previous Sales Price. The selling Owner's out-of-pocket cost of Permitted Capital Improvements is a fixed amount and the selling Owner shall not receive a percentage increase on such amount pursuant to Section 5.2. Upon Sale of the Property, the out-of-pocket cost of Permitted Capital Improvements shall be incorporated into the Maximum Sales Price for purposes of determining the next Owner's Previous Sales Price.

5.4 In calculating the costs incurred for Permitted Capital Improvements, only the Owner's and Association's actual out-of-pocket costs and expenses for materials and labor applied to the Property shall be eligible for inclusion. Such amount shall not include costs attributable to the Owner's or occupant's personal labor, loan fees, interest, closing costs, fines, penalties, alternative or temporary housing costs or rent, tools, depreciation, consumables, utilities, and other similar costs and expenses.

5.5 To substantiate the cost of qualifying Permitted Capital Improvements, the Owner must furnish to BCHA along with the Notice of Intent to Sell, original or duplicate receipts, invoices or statements verifying the out-of-pocket costs and expenses, true and correct copies of any building permit or certificate of occupancy, if required, to be issued by the appropriate building department or governmental agency having jurisdiction over the Property with respect to the Permitted Capital Improvements and the written approval of BCHA obtained prior to the installation of the Permitted Capital Improvements.

5.6 In no event shall all or any portion of the Property be rented for a monthly rental amount ("Maximum Rental Amount") in excess of the sum of the Owner's monthly mortgage payment (including principal, interest and insurance), ad valorem taxes (prorated on a monthly

basis), insurance premiums in accordance with section 7.1 (prorated on a monthly basis), homeowner or condominium association dues or fees (prorated on a monthly basis), and the administration rental fee set forth in the Guidelines. In the event only a portion of the Property will be rented, the Maximum Rental Amount will be multiplied by the percentage derived from the number of bedrooms rented by the Qualified Occupant divided by the number of bedrooms on the Property and the result shall be the Maximum Rental Amount payable by the Qualified Occupant. The terms and conditions of the rental, lease or occupancy agreement must comply with the Guidelines. If the Property is financed through the Idaho Housing and Finance Association, further and more restrictive requirements with respect to rental of the Property to non-owner Occupants may be required.

5.7 In order to conform to HUD requirements, the limitation on resale price shall not be construed to limit the Owner to accept a sale price at which reasonable costs of sale and improvements, together with the original purchase price, are not recovered.

## **Section 6: Closing**

6.1 Except in the event of a foreclosure sale, at the closing of any Sale of the Property, the Owner and the Qualified Buyer shall each pay one-half of all escrow fees. Ad valorem taxes and assessments, homeowner association assessments and fees, rents, and utilities shall be prorated as of the date of closing. Owner shall pay the cost to release any monetary liens or encumbrances granted or caused by Owner and all premiums for a standard owner's policy of title insurance in the amount of the purchase price. In the event the Owner agrees to pay the closing costs to be paid by the Qualified Buyer pursuant to this Section 6.1 or any other closing costs to be incurred by the Qualified Buyer as permitted by the Guidelines, the price at which the property sale occurs may be increased to cover the actual expenses paid by the Owner on behalf of the Qualified Buyer provided that such amount shall not exceed three percent (3%) of the Maximum Sales Price.

6.2 The selling Owner shall, at closing, pay an administrative fee to BCHA in an amount equal to three percent (3%) of the actual sales price. Any debt assumed by the Qualified Buyer and the cash value of any services performed or goods delivered shall be included in determining the administrative fee payable to BCHA. The administrative fee is earned by BCHA during the term of Owner's ownership of the Property and helps to support BCHA's activities in monitoring, development, and oversight of the Community Housing program in Blaine County. This fee is independent of any fees required to be paid to licensed real estate brokers or attorneys who may be engaged by Owner or the Qualified Buyer in the Sale of the Property. BCHA may instruct the escrow company to pay the administrative fee directly to BCHA from the selling Owner's proceeds. If FNMA or FHA financing is used, there may be an additional fee charged by BCHA based on the amount financed. The amount of the administrative fee to be paid by the subsequent Owner shall be as set forth in the then current Guidelines and will be distributed to BCHA for its operating account.

6.3 At Closing, the Qualified Buyer shall execute and deliver to BCHA an Acknowledgment of Covenant in accordance with the Guidelines indicating Owner has read and is aware of the terms of this Covenant and the Guidelines and agrees to be bound thereby. A Qualified Buyer's failure to execute or deliver to BCHA an Acknowledgment of Covenant shall

not compromise, minimize or in any way affect the terms, covenants or conditions of this Covenant or BCHA's interest herein and the Qualified Buyer shall nonetheless be bound by and subject to this Covenant.

### **Section 7: Insurance & Casualty**

7.1 Owner shall at all times during Owner's ownership of the Property cause the Association to use commercially reasonable efforts to cause Property to be insured with Causes of Loss – Special Form (formerly known as "All Risk") property insurance in an amount not less than the full replacement cost of all improvements on the Property at the time of loss with like kind and quality (such amount may exceed the Previous Sales Price or Maximum Sales Price of the Property). Such insurance shall be provided by a carrier admitted to engage in the business of insurance in the state of Idaho. No policy will contain a deductible or self-insured retention in excess of three percent (3%) of the Previous Sales Price unless otherwise approved by BCHA. If requested by BCHA, Owner shall cause BCHA to be named as an additional insured as its interests may appear by endorsement acceptable to BCHA and shall promptly deliver to BCHA a copy of Owner's insurance policy in conformance with this section. If the forms of policies required by this section are superseded or no longer available, BCHA will have the right to require other equivalent or better forms.

7.2 If the Property is damaged or destroyed, Owner shall promptly notify BCHA in writing. Owner shall thereafter promptly make a claim on any insurance policy covering such damage or destruction. The mortgagee shall have first claim on such proceeds to the extent necessary to pay mortgage principal and any accrued interest. Owner shall thereafter have the option to either a) utilize the remaining proceeds of any insurance settlement allocable to Owner, together with a new mortgage not to exceed the balance (except with written approval of the BCHA) of any mortgages paid from said settlement to repair or restore the Property to its condition prior to such damage or destruction, unless Owner obtains BCHA's prior written approval to repair or restore the Property to some other condition or state, or b) to take such proceeds from the insurance settlement allocable to Owner as would have been generated from a Sale per the terms of Section 5 of this Covenant (net of mortgages or other obligations paid from the proceeds from the proceeds of the insurance settlement), and assign the balance of the insurance proceeds, together with title to the Property, to the BCHA.

### **Section 8: Encumbrances**

8.1 Owner shall promptly pay when due all monetary liens, taxes, assessments, and encumbrances on the Property and otherwise comply with the terms and provisions of any deed of trust, mortgage or other loan documents pertaining to the Property. Owner shall instruct all lenders and their assigns to copy BCHA on all communications relating to any loan on the Property and within five (5) days after Owner's receipt, Owner shall provide BCHA with copies of any written communications from any lender not delivered to BCHA. In the event that BCHA initiates any enforcement or default action against the Owner, the BCHA shall, within five (5) days after commencement of such action, notify the mortgage holder of such action.

8.2 After any default, late payment, or missed payment on any loan or encumbrance on the Property, or if a nonconsensual lien is filed upon the Property, Owner shall, upon the request

of BCHA, participate in loan counseling, budgeting, financing or distressed loan services, classes or programs.

8.3 Any breach of this Covenant shall not defeat or render invalid the lien of the Association or any mortgage or deed of trust made in good faith for value, but, except as otherwise provided in Sections 8.4 and 8.5, this Covenant shall be binding upon and be effective against any Owner whose title is acquired by foreclosure, trustee's sale or otherwise.

8.4 In the event of any foreclosure of an Association lien or a mortgage or deed of trust in a first priority position on the Property (but subject to this Covenant), such foreclosing party ("Foreclosing Party") may sell the Property through a duly called and noticed foreclosure sale to any person or entity for more than the Maximum Sales Price provided that the foreclosing party strictly adheres to the provisions of this Section 8.4 and Section 8.5.

- (a) The Foreclosing Party is requested, however is not required, to notify BCHA in writing of the pending foreclosure on or before fifteen (15) days after the trustee or beneficiary files for record the notice of default as required by Idaho Code Section 45-1505 (2005) or the mortgagee serves upon the mortgagor an action for foreclosure and thereafter the Foreclosing Party shall send a copy of all notices sent to the Owner to BCHA;
- (b) At any time prior to the foreclosure sale and upon request of BCHA, the Foreclosing Party shall agree to sell, transfer and convey to BCHA the entire debt obligation owed to the Foreclosing Party and take full assignment of the debt obligation, promissory note, and other loan documentation, including foreclosure rights, for the lesser of the Foreclosing Party's gross investment or the estimated net recovery value of the security property. Notwithstanding the aforesaid, and in order to safeguard the Community Housing program, the Owner, and the BCHA from predatory lending practices, no obligation of mortgage principal which exceeded 103% of the Maximum Sales Price of the property at the date said principal obligation was incurred shall be recoverable by any Foreclosing Party.<sup>1</sup> The BCHA may, but shall not be obligated to, purchase the debt obligation for less than the amount calculated if BCHA and the Foreclosing Party so agree; and

8.5 In the event BCHA does not elect to purchase the debt obligation pursuant to Section 8.4(b) and the Foreclosing Party has strictly adhered to Section 8.4, or in the event BCHA has taken assignment of the debt obligation and is the Foreclosing Party, the Foreclosing Party may proceed with the foreclosure action and the Property may be sold for more than the Maximum Sales Price to a person other than a Qualified Buyer. Proceeds, if any, from the foreclosure sale shall be distributed in accordance with this paragraph. Costs of foreclosure, including trustee

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<sup>1</sup> In the event that the Buyer purchased or refinanced the property using certified United States Department of Agriculture—Rural Development (hereinafter cited as USDA RD) funds, subsidies, vouchers or other mortgage assistance products created by USDA RD, that constitute an addition to the principal amount of the original loan, then the foreclosing party may recover up to 100% of the original loan and also the additions of principal created by said USDA-RD products.

services, sheriff's fees, and similar costs, and all amounts due the Foreclosing Party shall have first priority to the sale proceeds. Next, Owner shall be entitled to any amount in excess of the amounts paid in the preceding sentence up to the Maximum Sales Price less the administrative fee due BCHA pursuant to Section 6.2. Any amount remaining from sale proceeds, after payment of the items identified in the previous two sentences, shall be paid to BCHA. Provided that the Foreclosing Party has strictly adhered to the requirements of Sections 8.4 and 8.5 and all rights of redemption or challenges to the validity or enforceability of the foreclosure sale have expired, this Covenant, and the rights of the BCHA hereunder, shall terminate.

8.6 Any deed in lieu of foreclosure shall be subject to the requirements of paragraphs 8.4 and 8.5 with respect to notice to the BCHA, option and rights of the BCHA to purchase or take assignment of the debt obligation, and limitation of the recoverable mortgage principal amount. Provided that party acquiring title through a deed in lieu of foreclosure has strictly adhered to the requirements of Sections 8.4 and 8.5 and all rights of redemption or challenges to the validity or enforceability of said action have expired, this Covenant, and the rights of the BCHA hereunder, shall terminate.

8.7 If the Property is financed under the Mortgage Revenue Bond program administered by the Idaho Housing and Finance Association, the parties to this Covenant understand that various requirements of that program may be more stringent than those set forth in this Covenant and, in such case; the parties agree that those more stringent requirements shall prevail.

8.8 Any encumbrance other than a first mortgage or deed of trust, or having a priority superior to this Covenant must have the prior written approval of BCHA.

### **Section 9: Condemnation.**

9.1 Within ten (10) days after Owner receives any notice that all or any portion of the Property is sought by condemnation, Owner shall notify BCHA. If all or any portion of the Property is taken by eminent domain or conveyed by Owner under threat of condemnation, the Maximum Sales Price, determined as of the date all or any portion of the Property is conveyed to the condemning authority or the valuation date for purposes of the condemnation proceeding, whichever is earlier ("Valuation Date"), shall be decreased by the assessment of damages paid to Owner for the value of or damages to the Property. Thereafter, the adjusted Maximum Sales Price, for purposes of Section 5.2, shall accrue appreciation from the Valuation Date.

9.2 Any assessment of damages paid by the condemning authority for the value of or damages to the Property shall be first utilized to pay the full amount of any existing mortgages, together with any accrued interest thereon. The balance of damage payment proceeds shall be shared between Owner (and secured mortgagees) and BCHA. The amount of the assessment payable to Owner shall be that percentage of the assessment of damages determined by dividing the Maximum Sales Price as of the Valuation Date by the fair market value of the Property as of the Valuation Date less the product of that same percentage and three percent (3%) of the

Maximum Sales Price as of the Valuation Date.<sup>2</sup> The remainder of the assessment shall be payable to BCHA. In the event BCHA and Owner are unable to agree on the fair market value of the Property, within thirty (30) days after receipt of a request by either BCHA or Owner, BCHA and Owner shall each appoint an appraiser who shall be a member of the Appraisal Institute (or substitute organization which certifies and trains appraisers) with at least three (3) years experience in appraising residential real property in the county in which the Property is located. The appointed appraisers shall diligently proceed to appraise the fair market value of the Property, without regard to this Covenant, as of the Valuation Date. If the higher of the two appraisals is more than five percent (5%) of the lower appraisal and the parties cannot agree upon the fair market value of Property, the two appraisers shall together appoint a similarly qualified third appraiser within twenty (20) days after receipt of written demand made by either party. Such third appraiser shall select one of the prior two appraisals which most closely approximates the third appraiser's opinion of the Property's fair market value and the selected appraisal shall conclusively establish the fair market value of the Property as of the Valuation Date. In the event the difference between the first two appraisals is less than five percent (5%), the amount obtained by averaging the respective appraisals shall constitute the fair market value. Each party agrees to pay its respective appraiser's fee plus one-half of the third appraiser's fee. For purposes of this Section, "fair market value" shall mean the amount at which the Property would change hands between a willing buyer and a willing seller, neither being under a compulsion to buy or sell and both having reasonable knowledge of the relevant facts. Furthermore, the existence of any encumbrances on Property (other than this Covenant) and the benefit of putting the Property to its highest and best use considering all factors, shall be taken into consideration when determining the fair market value of the Property.

**Section 10: Indemnity, Waiver and Release.**

10.1 OWNER ACKNOWLEDGES AND AGREES THAT BCHA, ITS AGENTS, EMPLOYEES AND CONTRACTORS, ARE NOT MAKING, HAVE NOT MADE AND EXPRESSLY DISCLAIM ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY QUALIFIED BUYER OR QUALIFIED OCCUPANT AND/OR WITH RESPECT TO ANY ASPECT, FEATURE OR CONDITION OF THE PROPERTY INCLUDING, WITHOUT LIMITATION, THE EXISTENCE OF HAZARDOUS WASTE, THE SUITABILITY OF THE PROPERTY FOR OWNER'S INTENDED USE, OWNER'S ABILITY TO SELL THE PROPERTY FOR THE MAXIMUM SALES PRICE OR IN A TIMELY FASHION OR TO RENT THE PROPERTY TO A QUALIFIED OCCUPANT AT THE MAXIMUM RENTAL AMOUNT, FOR ANY LENGTH OF TIME OR IN A TIMELY FASHION. OWNER, QUALIFIED BUYER AND QUALIFIED OCCUPANT SHALL INDEPENDENTLY VERIFY ALL INFORMATION AND REPORTS REGARDING ANY ASPECT OR FEATURE OF THE PROPERTY, AN OWNER, A QUALIFIED BUYER OR A QUALIFIED OCCUPANT PROVIDED BY BCHA. BCHA DOES NOT GUARANTY THE ACCURACY OF ANY INFORMATION OR REPORTS PROVIDED BY BCHA, IT AGENTS, EMPLOYEES OR CONTRACTORS. TO THE FULLEST EXTENT PERMITTED BY LAW, OWNER AND QUALIFIED BUYER RELEASE BCHA FROM ANY AND ALL LIABILITY RELATING TO ANY ASPECT OR

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<sup>2</sup> Amount payable to Owner = Assessment x  $\frac{MSP - (.03 \times MSP)}{FMV}$  minus balance(s) payable to mortgagee(s).

CONDITION OF THE PROPERTY, KNOWN OR UNKNOWN, FORESEEABLE OR UNFORESEEABLE, ACTUAL OR CONTINGENT, ARISING BY STATUTE, COMMON LAW OR OTHERWISE. AS USED HEREIN "HAZARDOUS WASTE" SHALL MEAN ANY HAZARDOUS WASTE OR POLLUTANTS, CONTAMINANTS OR HAZARDOUS WASTE AS DEFINED BY THE FEDERAL WATER POLLUTION CONTROL ACT, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1990 AND ANY AMENDMENTS THERETO, THE RESOURCE CONSERVATION AND RECOVERY ACT AND ANY AMENDMENTS THERETO OR ANY SIMILAR STATE, LOCAL OR FEDERAL LAW, RULE OR REGULATION, INCLUDING, WITHOUT LIMITATION, ASBESTOS OR ASBESTOS CONTAINING MATERIALS, PCBS, PETROLEUM AND PETROLEUM PRODUCTS AND UREA-FORMALDEHYDE.

10.2 OWNER HEREBY RELEASES AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS BCHA, ITS COMMISSION, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LIABILITY, CAUSES OF ACTION, JUDGMENTS, EXPENSES (INCLUDING ATTORNEY FEES AND ATTORNEY FEES ON ANY APPEAL) (COLLECTIVELY "CLAIMS") ARISING FROM OWNER'S USE OR OCCUPANCY OF THE PROPERTY, AND SHALL FURTHER INDEMNIFY, DEFEND AND HOLD BCHA, ITS COMMISSION AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS ARISING FROM ANY BREACH OR DEFAULT IN THE PERFORMANCE OF ANY OBLIGATION ON OWNER'S PART TO BE PERFORMED UNDER THE TERMS OF THIS COVENANT, OR ARISING FROM ANY ACT, OMISSION OR NEGLIGENCE OF OWNER, OR ANY OF ITS AGENTS, CONTRACTORS, TENANTS, OCCUPANTS OR INVITEES, AND FROM AND AGAINST ALL CLAIMS OR ANY ACTION OR PROCEEDING BROUGHT THEREON; AND IN CASE ANY ACTION OR PROCEEDING BE BROUGHT AGAINST BCHA BY REASON OF ANY SUCH CLAIM, OWNER, UPON NOTICE FROM BCHA, SHALL DEFEND THE SAME AT OWNER'S EXPENSE BY COUNSEL REASONABLY SATISFACTORY TO BCHA. OWNER, AS A MATERIAL PART OF THE CONSIDERATION TO BCHA, HEREBY ASSUMES ALL RISK OF DAMAGE TO PROPERTY OR INJURY TO PERSONS IN, UPON OR ABOUT THE PROPERTY FROM ANY CAUSE AND OWNER HEREBY WAIVES ALL CLAIMS IN RESPECT THEREOF AGAINST BCHA, ITS COMMISSION AND EMPLOYEES EXCEPT THOSE CLAIMS SOLELY CAUSED BY BCHA'S NEGLIGENCE OR WILFUL MISCONDUCT.

10.3 BCHA SHALL NOT BE LIABLE FOR INJURY OR DAMAGE WHICH MAY BE SUSTAINED BY THE PERSON, GOODS, WARES, MERCHANDISE OR PROPERTY OF OWNER, OR ANY OCCUPANTS OR INVITEES TO THE PROPERTY, OR ANY OTHER PERSON IN OR ABOUT THE PROPERTY CAUSED BY OR RESULTING FROM FIRE, STEAM, ELECTRICITY, GAS, WATER OR RAIN, FREEZING, OR LEAKAGE, OBSTRUCTION OR OTHER DEFECTS OF THE PIPES, SPRINKLERS, WIRES, APPLIANCES, PLUMBING, AIR CONDITION, LIGHTING FIXTURES OR OTHER ASPECT OR FEATURES OF THE PROPERTY.

### **Section 11: Default.**

11.1 Upon the expiration of thirty (30) days' (ten [10] days' for the failure to pay money) written notice from any party bound or benefited by this Covenant stating the other party has failed to perform its obligations hereunder, such party shall be deemed to be in default unless such failure to perform is cured within the thirty (30) days (ten [10] days' for the failure to pay money) period, in which case no default shall be deemed to have occurred. Notwithstanding the foregoing sentence, if such default (other than the failure to pay money) cannot be cured within the thirty (30) day period and the defaulting party is diligently working to remedy the default, the cure period shall be extended for such time as is reasonably necessary to cure the default.

11.2 In order to ensure compliance with the provisions of this Covenant, BCHA, by its authorized representative, may inspect the Property between the hours of 8:00 AM and 5:00 PM, Monday through Friday, or at such other time as may be agreed to by Owner and BCHA, after providing the Owner with not less than twenty-four (24) hours' prior written notice.

11.3 Upon receipt of a notice of default and prior to the expiration of the applicable cure period, an Owner may request in writing a hearing before the BCHA Board of Commissioners to determine the merits of the allegations. Upon BCHA's receipt of a hearing request, the remainder of the applicable cure period shall be tolled pending the outcome of the hearing, and a hearing shall be held at the next regularly scheduled meeting of the BCHA Board of Commissioners. If no hearing is requested in writing during such time period and the violation is not cured within the applicable period, the Owner shall be in default of this Covenant. If a hearing is held before the BCHA Board of Commissioners, the decision of the BCHA Board of Commissioners shall be final for purposes of determining if a violation has occurred.

11.4 It is expressly agreed that no breach of this Covenant shall entitle any Owner, Qualified Buyer, Qualified Occupant, BCHA or any other party affected by this Covenant to terminate this Covenant, but such limitation shall not affect in any manner any other rights or remedies which such persons or entities may have hereunder by reason of any breach of this Covenant.

**Section 12: Remedies.**

12.1 In the event of a default or breach of any term, covenant, warranty or provision of this Covenant, the non-defaulting party may at any time thereafter without limiting the exercise of any right or remedy at law or in equity which the non-defaulting party may have by reason of such default or breach;

- (a) Seek specific performance of this Covenant;
- (b) Perform any work, pay any amounts due, or complete any duties or obligations of Owner and otherwise exercise any self-help remedies;
- (c) Enjoin any Sale of or proposed Sale of the Property; and
- (d) Require the immediate Sale of the Property to a Qualified Buyer in accordance with Section 3.2.

12.2 Without limiting any other remedy available to BCHA, in the event an Owner shall accept or otherwise receive consideration in excess of the Maximum Sales Price or Maximum Rental Amount in violation of this Covenant or the Guidelines, such Owner shall immediately pay such amount or the cash equivalent of such amount to BCHA. Such amount shall accrue interest from the date such consideration was received by the Owner to the date paid to BCHA at the rate of eighteen percent (18%) per annum, compounded on an annual basis. Furthermore, Section 14.2 shall apply to any recovery or enforcement action commenced pursuant to this Section.



12.3 In the event of a default by Owner, the Maximum Sales Price shall, upon the date such default first occurred, automatically cease to increase as set out in Section 5.1 and shall remain fixed until the date Owner cures the default.

12.4 In the event that significant damage or reduction in the utility of the Property has occurred during the term of Owner's ownership (other than ordinary wear and tear and functional obsolescence due only to the passage of time), BCHA may reduce the Maximum Sale Price by an amount sufficient to repair the damage or restore the Property's utility as a residence as determined necessary by BCHA in its sole and absolute discretion.

12.5 In the event BCHA pays any amount payable by Owner or incurs any expense due to the default of Owner, such amount shall be immediately due and payable by Owner upon receipt of an invoice from BCHA. Interest shall accrue from the date the invoice is received by Owner to and including the date BCHA receives payment in full at a rate equal to the lesser of (i) the highest rate allowed by law, and (ii) twelve percent (12%) per annum. Furthermore, in the event the Owner does not pay the invoice in full within ten (10) days after receipt, BCHA may file a lien on the Property for the amount of said expenses plus accrued interest as set forth above and such lien shall be effective upon recording in the county in which the Property is located. Upon any Sale of the Property, if the Owner has not previously paid all amounts due BCHA, BCHA shall be paid the amounts it is due from the sale proceeds and any escrow company or closing agent handling the transaction shall be bound to pay such amounts due as though specifically instructed by Owner and Owner agrees to and acknowledges the same. Notwithstanding the foregoing sentence, BCHA's right to the sale proceeds shall not have priority over any lien on the Property recorded prior to any lien filed by BCHA. In the event BCHA does not file a lien for the amounts it is due, BCHA's claim shall be subordinate to any recorded lien on the Property.

**Section 13: Notices.**

All notices given pursuant to this Covenant shall be in writing and shall be given by personal service, by United States certified mail or by United States express mail or other established express delivery service (such as Federal Express) with signature confirmation required, postage or delivery charge prepaid, addressed to the appropriate party at the address set forth below. If a notice is delivered to Owner by personal service or by United States express mail or other established express delivery service (such as Federal Express), such notice may be delivered to the Property. If a notice must be given to a person other than one designated below or otherwise sent to Owner, such notice shall be sent to the person and address shown on the then current real property tax rolls of the county in which the Property is located. All notices given to the appropriate party shall be sent to the address set forth below:

To Declarant:           360 Views LLC  
                                  2345 S. Main St.  
                                  Salt Lake City, UT 84115

To BCHA:                 Director  
                                  BLAINE COUNTY HOUSING AUTHORITY

P.O. Box 550  
Hailey, ID 83333

The person and address to which notices are to be given may be changed at any time by such party upon written notice to the other party. All notices given pursuant to this Covenant shall be deemed given upon receipt.

For the purpose of this Covenant, the term "receipt" shall mean the earlier of any of the following: (i) the date of delivery of the notice or other document to the address specified pursuant to Section 13.1 as shown on the return receipt, (ii) the date of actual receipt of the notice or other document by the person or entity specified pursuant to 13.1, or (iii) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of (a) the date of the attempted delivery or refusal to accept delivery, (b) the date of the postmark on the return receipt, or (c) the date of receipt of notice of refusal or notice of non-delivery by the sending party.

#### **Section 14: General Provisions**

14.1 This Covenant shall be a permanent burden on the Property, for the benefit of BCHA, and shall run with the land.

14.2 In the event any party bound or affected by this Covenant initiates or defends any legal action or proceeding in any way connected with this Covenant, the prevailing party in any such action or proceeding (in addition to any other relief which may be granted, whether legal or equitable), shall be entitled to recover from the losing party in any such action its reasonable costs and attorneys' fees (including, without limitation, its reasonable costs and attorneys' fees on any appeal). All such costs and attorneys' fees shall be deemed to have accrued on commencement of any legal action or proceeding and shall be enforceable whether or not such legal action or proceeding is prosecuted to judgment.

14.3 Whenever possible, each provision of this Covenant and any other related document shall be interpreted in such a manner as to be valid under applicable law; but if any provision of any of the foregoing shall be invalid or prohibited under said applicable law, such provisions shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provisions of this Covenant or related document.

14.4 The laws of Idaho, without giving effect to its choice of law principles, govern all matters with respect to this Covenant, including all tort claims.

14.5 This Covenant shall inure to the benefit of and be binding upon the Owners, their heirs, personal representatives, successors and assigns, and upon any person or entity acquiring the Property, or any portion thereof, or any interest therein, whether by merger, consolidation, dissolution, operation of law or otherwise; provided, however, that if any Owner Sells all or any portion of the Property in accordance with this Covenant, such Owner shall thereupon be released and discharged from any and all obligations as Owner in connection with the Property arising under this Covenant after the Sale but shall remain liable for all obligations arising under this Covenant prior to the Sale. The new Owner of the Property or any portion thereof (including, without limitation, any Owner who acquires its interest by foreclosure, trustee's sale

or otherwise) shall be liable for all obligations arising under this Covenant with respect to the Property or portion thereof after the date of Sale.

14.6 This Covenant may only be amended by a written agreement signed by Owner and BCHA that identifies itself as an amendment to this Covenant.

14.7 Paragraph or section headings within this Covenant are inserted solely for convenience of reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.

14.8 The parties to this Covenant, and Owners, agree to execute such further documents and take such further actions as may be reasonably required to carry out the provisions and intent of this Covenant or any agreement or document relating hereto or entered into in connection herewith.

14.9 BCHA may amend the Guidelines at any time in its sole and exclusive discretion.

14.10 The failure of BCHA to insist upon strict performance of any terms, covenants or conditions of this Covenant shall not be deemed a waiver of any rights or remedies BCHA may have and shall not be deemed a waiver of any subsequent breach or default in the performance of any terms, covenants or conditions of this Covenant by the same or any other person or entity. A party for whose benefit a condition is inserted herein shall have the unilateral right to waive such condition.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the day and year above first written.

THE BLAINE COUNTY HOUSING  
AUTHORITY

DECLARANT:  
360 Views LLC, an Idaho limited liability  
company

By: \_\_\_\_\_  
Title: Chair, Board of Commissioners

By: \_\_\_\_\_  
Title: \_\_\_\_\_

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

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a notary public in and for the State of Idaho, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, a(n) \_\_\_\_\_, known to me, or proven to me by oath and identification, to be the person whose name is subscribed to this instrument, and acknowledged to me under oath that he/she executed the same on behalf of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

Name: \_\_\_\_\_  
Notary Public for Idaho  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

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

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a notary public in and for the State of Idaho, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, a(n) \_\_\_\_\_, known to me, or proven to me by oath and identification, to be the person whose name is subscribed to this instrument, and acknowledged to me under oath that he/she executed the same on behalf of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

Name: \_\_\_\_\_  
Notary Public for Idaho  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

# Exhibit “A”

## Legal Description of Property

Unit A as shown on the Condominium Map for 360 Views Condominiums recorded in the records of Blaine County Idaho as instrument No. \_\_\_\_\_, Blaine County, Idaho, and according to the official plat thereof, recorded \_\_\_\_\_, \_\_\_\_\_, as Instrument No. \_\_\_\_\_, and as described in in the Condominium Declaration for 360 Views Condominiums recorded in the records of Blaine County, Idaho, as Instrument No. \_\_\_\_\_.

DRAFT