



## 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/81013712385>  
Webinar ID: 810 1371 2385
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:

### 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.*

1. ACTION ITEM: Approval of the November 8, 2022 Minutes

### PUBLIC HEARING:

2. ACTION ITEM: Preliminary Review of Revised Plans Associated with a Conditional Use Permit for addition with the Pines PUD (P22-033)
3. ACTION ITEM: Recommendation to hold a public hearing, review, and provide feedback on the Design Review and Condominium Preliminary Plat applications for the proposed mixed-use development at 200 N Leadville Ave. (P22-035 and P22-035A)

### NEW BUSINESS:

### ADJOURNMENT:



City of Ketchum  
Planning & Building

STAFF REPORT  
KETCHUM PLANNING AND ZONING COMMISSION  
November 29, 2022 MEETING

**PROJECT:** 402 Evergreen Ln Addition

**FILE NUMBER:** P22-033

**REPRESENTATIVE:** David Barovetto, Architect

**OWNER:** Junior Sealy

**REQUEST:** Preliminary Review of Revised Plans Associated with a Conditional Use Permit for addition with the Pines PUD

**LOCATION:** 402 Evergreen Lane (Lot 14, Block 2, The Pines P.U.D.)

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

**OVERLAY:** None

**NOTICE:** Notice was mailed to adjacent property owners on November 03, 2022

**REVIEWER:** Adam Crutcher, Associate Planner

**BACKGROUND/SUMMARY**

The Planning & Zoning Commission reviewed a Conditional Use Permit (CUP) for an addition to a residence at 402 Evergreen Ln on their June 14, 2022 meeting. As the residence is within the Pines PUD, a CUP is required for any addition in order to amend the PUD. The staff report and project plans for the 6/14/2022 proposal can be viewed in Attachment B. Commissioners present at the meeting felt the proposed addition didn't fully meet the intent of the Pines PUD with regards to architectural characteristics and landscaping, particularly on at the entryway of the development. Staff recommended the applicant revise the project plans to better meet the issues raised by the Commission. Prior to investing in a full set of design review plans, staff recommended the application present their revised preliminary plans to the Commission for general feedback. The purpose of the preliminary review is for the Commission to advise the applicant on aspects of the project which they feel either meet the intent of the PUD or not. No approval or denial of the CUP application will occur at this meeting but instead at a future date. Staff recommends members of the Commission who were not present on the June 14<sup>th</sup> meeting review Attachments B-D in order to determine if the new proposed addition is in line with the purpose and intent of the Pines PUD.

*Architectural Quality*

The previous proposed addition was located at the north end of the existing residence and featured a tiered design. Members of the Commission felt this design approach was not consistent with the architectural characteristics of the surrounding residences within the Pines. The new proposal does not have any portion of the addition off the north end of the existing residence but instead extends off the eastern side. The proposed

addition closely matches the existing residences width with its roofline slightly stepped down from the existing. The previously proposed addition increased the existing residences footprint by 620 square feet, from 1,498 square feet to 2,118 square feet. The new proposal is an estimated 15' x 40' for a footprint increase of 600 square feet. This would result in the residences footprint increasing to 2,098 square feet.

#### *Landscaping & Entryway*

With the proposed addition being shifted to the eastern side of the existing residence, more opportunity for landscaping would exist at the entryway of the Pines PUD. This would allow for any potential landscaping to match more closely with what previously existed before removal. Exact species and quantity are not known at this time, but feedback regarding the elevation showing proposed landscaping in Attachment A is welcomed.

#### **STAFF RECOMMENDATION:**

Staff recommends the Commission review the proposed addition and provide feedback to the applicant regarding the following questions:

- Is the addition in keeping with size, scale, design and configuration of other homes in the PUD?
- Is the proposed addition compatible with the entry design for the development and is sufficient landscaping proposed to meet the original intent of the PUD for a landscaped entry way to distinguish this development?
- Does the addition maintain the goal of an overall development that has ample landscaping, open space, and consistent design throughout the PUD?

#### **ATTACHMENTS:**

- A. Application & Plans
- B. 6/14/2022 Staff Report
- C. 6/14/2022 Addition Plans
- D. Pines PUD CUP
- E. Pines Master Plan
- F. PUD Evaluation Standards
- G. Public Comment

# Attachment A

## Application & Plans

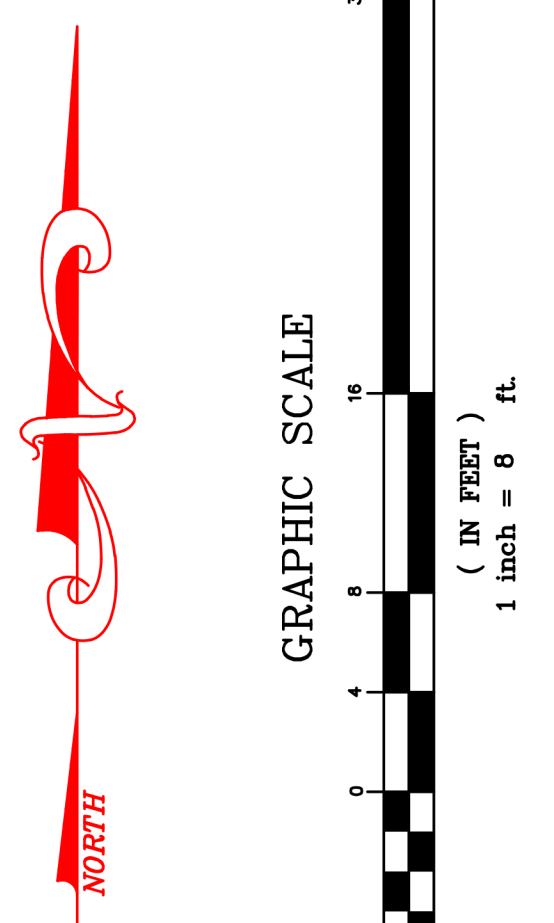


**LEGEND**

- Subject Property Boundary
  - Adjainers Property Boundary
  - Centerline Road
  - Existing Building/Structure
  - Existing Deck
  - Existing Fence
  - Building Setbacks per City of Ketchum for Detached Townhomes
  - Found 1/2" Rebar as Shown
  - GMTR = Gas Meter
  - IC Illegible Cap
  - HSE House
  - GRG Garage
  - SLB Slab
  - COR Corner
- ( ) Record Bearing and Distance per Inst. No. 313977

**NOTES**

- 1) Basis of Bearings is Idaho State Plane Coordinate System, NAD83, Central Zone, at Grid in US Survey Feet. Vertical Datum is NAVD1988.
- 2) Boundary Information is from the Plat of The Pines P.U.D. Townhouses Phase 1, Instrument Number 313977; Records of Blaine County, Idaho.
- 3) Refer to the Plat Notes, Conditions, Covenants, and Restrictions on Original Plat.
- 4) Utility Locations shown are based on visual surface evidence and should be verified before any Excavation.
- 5) Current Zoning appears to be GR-L, General Residential Low Density, but are considered Townhouse Sublots.
- 6) Several Boundary Monuments are missing, so a Record of Survey will be prepared and Recorded.



**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) 727-1988 727-1987 fax  
 email: bsmith@alpineenterprisesinc.com



NO	DATE	BY





Everett





Attachment B  
6/14/2022 Staff Report



City of Ketchum  
Planning & Building

STAFF REPORT  
KETCHUM PLANNING AND ZONING COMMISSION  
June 14, 2022 MEETING

**PROJECT:** 402 Evergreen Ln Addition

**FILE NUMBER:** P22-033

**REPRESENTATIVE:** David Barovetto, Architect

**OWNER:** Junior Sealy

**REQUEST:** Conditional Use Permit for addition with the Pines PUD

**LOCATION:** 402 Evergreen Lane (Lot 14, Block 2, The Pines P.U.D.)

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

**OVERLAY:** None

**NOTICE:** Notice was mailed to adjacent property owners on May 25, 2022

**REVIEWER:** Adam Crutcher, Associate Planner

**BACKGROUND/SUMMARY**

The Applicant is requesting a Conditional Use Permit (CUP) for a 787 sq ft addition including a storage room and master bedroom to a residence located at 402 Evergreen Ln (the “subject property”). The residence is located within the Pines Planned Unit Development (PUD) which received approval on May 1, 1989. Per KMC 16.08.140 Changes in Development Plan: “Minor changes in the location, siting or character of buildings and structures may be authorized by the Administrator, if required by engineering or other circumstances not foreseen at the time the PUD conditional use permit was approved. All such requests shall be in writing supported by such documentation as reasonably required by the Administrator. No change shall be authorized by the Administrator except in writing and shall not increase the size of any building or structure, or building envelope concept, nor change the location of any building or structure outside of an approved building envelope; provided, notwithstanding the foregoing, if the Administrator determines any proposed change may have a significant impact on the approved project, the Administrator may decline to administratively approve such change and shall forward same to the City Council for consideration.” As the request is to construct an addition which increases the size of the building and extends outside the building envelope set forth by the Pines PUD a conditional use permit is required to amend the Pines PUD. With the proposed addition the footprint, or building envelope, would increase by 620 square feet from 1,498 square feet to 2,118 square feet. The square footage of the building would increase from 1903 sq ft to 2,690 sq ft. Attachment B in the staff report is the approval and evaluation standards for the Pines PUD. Staff recommends the commission review the evaluation standards with regard to the proposed amendment and provide direction to staff. Although the addition is for one of the 26 units within the PUD, the Commission should review the project as to how it impacts/fits within the entire PUD.

## **Pines PUD History**

The Pines PUD was approved, with conditions, on May 1, 1989, to create a 26-unit single family detached home subdivision on 3.8 acres of land in the West Ketchum neighborhood (Attachment B). The Pines has a master plan which establishes building envelopes for each sub-lot and landscaping for the entire development (Attachment C). The Pines requested, and received, waivers for the development. The subject property was listed in one of the waivers which waived the requirement for a 15 ft front yard setback. The subject property was one of 9 properties within the development which received this front yard setback waiver. As a Planned Unit Development, the design, size and placement of the single-family homes are similar to each other and have been planned as a cohesive development through the PUD/CUP process. This is unlike single family homes on separate parcels within Ketchum which are only subject to the underlining development standards.

The Pines was approved with 10 conditions. One of those conditions applies to the proposed addition and is indicated as Condition #2 in Attachment B. Condition #2 states, "the access entry width at 6<sup>th</sup> St shall be narrowed by additional landscaping or other means to be approved by the Ketchum Planning and Zoning Commission through design review to help deter general public use of Pine Lane". Said access entry was developed with landscaping on both sides of the entryway as seen on the master plan (Attachment C). The subject property is located on the southern side of the access entryway and staff's comments on this aspect of the addition are stated later in the staff report. Although Condition #2 lists Pine Lane as the private road which cuts through the Pines development, the road has been renamed to present day Evergreen Lane.

## **Prior Additions**

All other additions to homes in the Pines PUD have been subject to a Conditional Use Permit reviewed by the Planning and Zoning Commission, and in some cases, the City Council. Staff has found conditional use permit applications for 5 previous additions within the Pines PUD. These additions occurred from 1993 to 2006. Additions ranged from 18 sq ft to 388 square feet. Two of the five additions occurred on 310 Williams St (Lot 12 of the Pines PUD) which although is legally a part of the Pines PUD, was built before the PUD was approved and is exempt for the Declaration of Covenants, Conditions and Restrictions for the subdivision. The other 3 three additions include:

- 502 Evergreen Lane: 388 sq ft addition to building footprint in 1993
- 404 Evergreen Lane: 130 sq ft addition to building footprint in 1993
- 108 Buss Elle: 18 sq ft addition to building footprint in 1995

The additions which took place in 1993 received numerous public comments concerned about the addition and whether it would set a precedent. Commission members in the meetings for the approvals believed that because any addition would have to come through a public hearing where the Commission would be able to review each proposal on a case-by-case basis. Additions which occurred in 1995 and for 310 Williams St (1996 and 2006) did not have any public comment and no substantive conversation between Commissioners regarding the additions.

## **Considerations for Commission Review**

### *Addition Outside of Original Footprint*

The project has proposed additions on the north and south side of the existing residence. Each of the 26 units as part of the PUD were given building envelopes as seen in Attachment C. The proposed addition extends beyond the existing footprint with a storage room on the south side of the existing residence and a master bedroom to the north. The addition will use materials to match with the existing siding and roofing. The addition would increase the building footprint from its existing 1,498 sq ft to 2,118 sq ft. The square footage of the building would increase from 1,903 sq ft to 2,690 sq ft. As stated above, there have been five requests for enlarging of the footprints within the Pines PUD which have been approved since the original PUD. This addition would be the largest, adding 620 sq ft to the building footprint while the previous largest addition was 388 sq ft.

Design review for the original approval of the Pines PUD occurred on April 24<sup>th</sup>, 1989. The conditions of approval for the design review stated that the development would use three typical design and floor plans to be used interchangeably within project lots. As the addition would extend beyond the existing footprint, the residence would differ in floor plan compared to other units within the PUD. Staff is requesting the Commission determine whether the addition is compatible within the PUD based on the increased size and differing of architectural characteristics.

### *Landscaping*

The master plan and condition of approval #2 for the Pines PUD indicate the northern portion of the subject property shall have landscaping which narrows the access off 6<sup>th</sup> St to dissuade the general public from entering the Pines. Staff was not able to locate in the landscape plan for the that identifies the specific type or amount of vegetation to be planted at the entryway. Through review of satellite imagery and Google Street view, it appears this portion of the subject property was previously vegetated with evergreen and deciduous trees.



Entry way landscaping as of July 2008. Subject property is on left behind trees

These trees were recently removed, and staff recommends the applicant provide landscaping in this area in order to restore the entry as shown in the original Pines PUD approval and the master plan. The applicant has proposed to plant four 10-12' evergreen trees and four lilac bushes at the northern end of the subject property as indicated on the landscape plan. The proposed addition will encroach into the yard space and reduce the amount of vegetation which can be planted.



Subject property as of July 2022

The Planning and Zoning Commission should determine if the proposed addition is compatible with the entry design for the development and if sufficient landscaping is being proposed to meet the original PUD intent for a landscaped entry way to distinguish this development.

#### *Open Space, Privacy, and Solar Access*

The Pines PUD was approved in 1989 based upon 17 evaluation standards contained in KMC 16.08.080. Standards #11 and #12 in the Pines PUD approval (Attachment B), speak to how to original development would allow for open space, provide privacy between units and neighboring properties, and maintain solar access. Open space for the Pines PUD was provided through a combination of separate open space parcels and limited building footprints thereby creating open space between housing units. Parcel A and Parcel B are dedicated parcels in the PUD which are used for open space and snow storage. The rest of the open space is throughout the development between structures which was left open as a result of the PUD setbacks and lot coverage. With the proposed addition, the lot coverage for the Pines PUD would increase from 39,096.5 sq ft to 39,720.4 sq ft giving the PUD a total coverage of 23.37%, below the required 35% allowable lot coverage in the GR-L Zone. This lower lot coverage created a more open and landscaped development and was in exchange for waiving reduced building setbacks. Standard #12 spoke on how the PUD would maximize privacy and protect solar access. The “zipper lot” configuration allowed for buildings to undulate along the street frontage allowing each residence to have privacy from adjacent properties. The original development only proposed 1 and 2 story buildings allowing for solar access within the PUD and for adjacent properties. The proposed addition does not increase the height of the residence and the proposed master room slopes downward from the existing residence.

The Commission should determine if this addition, which sets a new standard for additions, is in keeping with the goal of an overall development that has ample landscaping, open space, and consistent design throughout the PUD.

**STAFF RECOMMENDATION:**

Staff recommends the Commission consider the following issues identified above and provide direction to staff if the PUD should be amended to allow this addition:

- Is the addition in keeping with size, scale, design and configuration of other homes in the PUD.
- Is the proposed addition compatible with the entry design for the development and is sufficient landscaping proposed to meet the original intent of the PUD for a landscaped entry way to distinguish this development.
- Does the addition maintain the goal of an overall development that has ample landscaping, open space, and consistent design throughout the PUD.

Should the Commission choose to support or deny the application as proposed, staff will return with findings to reflect the determination. If the Commission is supportive, staff recommends the following conditions of approval.

RECOMMENDED CONDITIONS

1. The issuance of the CUP shall not be considered a binding precedent for the issuance of other conditional use permits. A conditional use permit is not transferable from one parcel of land to another.
2. Failure to comply with any conditions or term of said permit shall cause said permit to be void. A PUD – Conditional Use Permit may be revoked at any time for violation of the permit or any condition thereof by motion of the City Council after a due process hearing upon ten (10) days written notice to the holder of the PUD - Conditional Use Permit.
3. All building and fire code requirements as dictated by 2018 family of international codes and Title 15 of Ketchum Municipal shall apply to all construction onsite;
4. All exterior lighting shall be in compliance with Ketchum Municipal Code, Chapter 17.132, Dark Skies, and approved prior the issuance of a Certificate of Completion;

**ATTACHMENTS:**

- A. Application & Plans
- B. Pines PUD CUP
- C. Pines Master Plan
- D. PUD Evaluation Standards
- E. Public Comment

Attachment C  
6/14/2022 Plans

DATE  
MAR 16, 21  
3.26

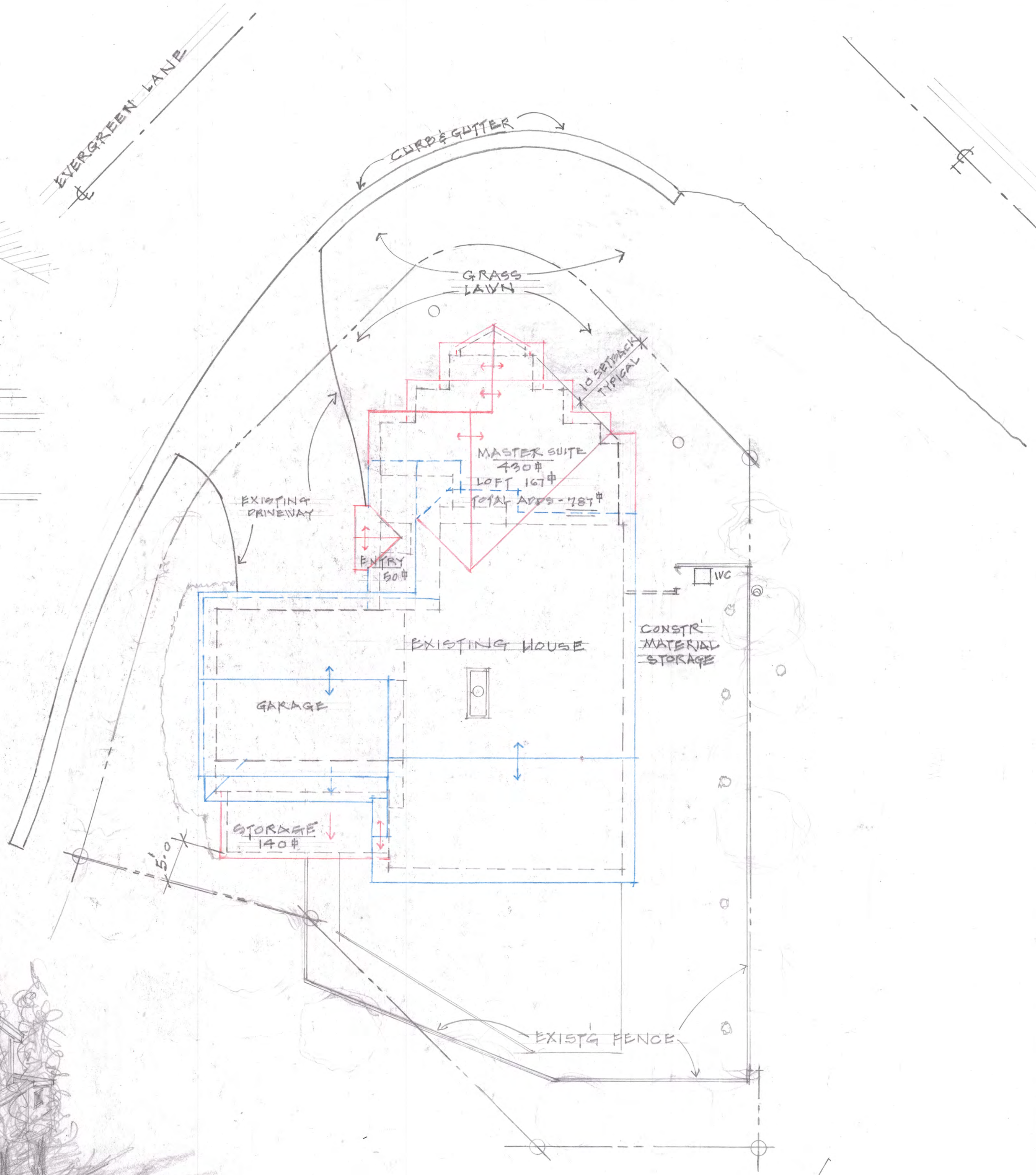
APR. 6  
PERMIT: APRIL 14, 21  
OF ECS. 4.21.21  
MAY 19, 22  
JUNE 10, 22



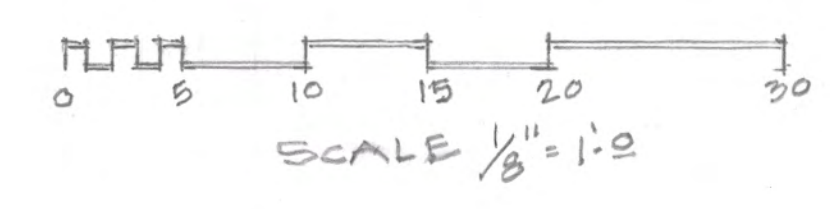
MAP - ROOF PLAN



BATHROOM



ROOF PLAN



DRAWING INDEX	
SHEET	DESCRIPTION
C	COVER - ROOF PLAN
P	PROPERTY PLAN
1	FOUNDATION
2	FLOOR PLAN
3	ROOF FRAMING
4	SECTIONS
5	ELEVATIONS SOUTH & WEST
6	ELEVATIONS NORTH & EAST
L	LANDSCAPE (MAY 31, 22)
E	ELECTRICAL
S	STRUCTURAL SPECIFICATIONS



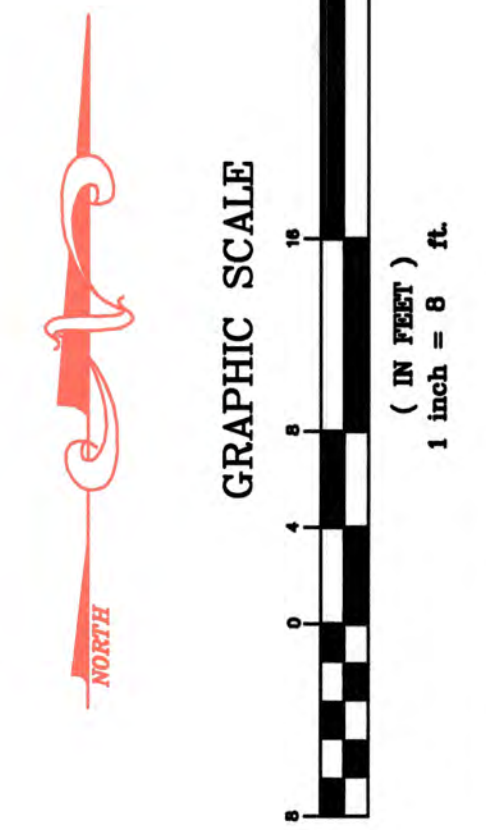
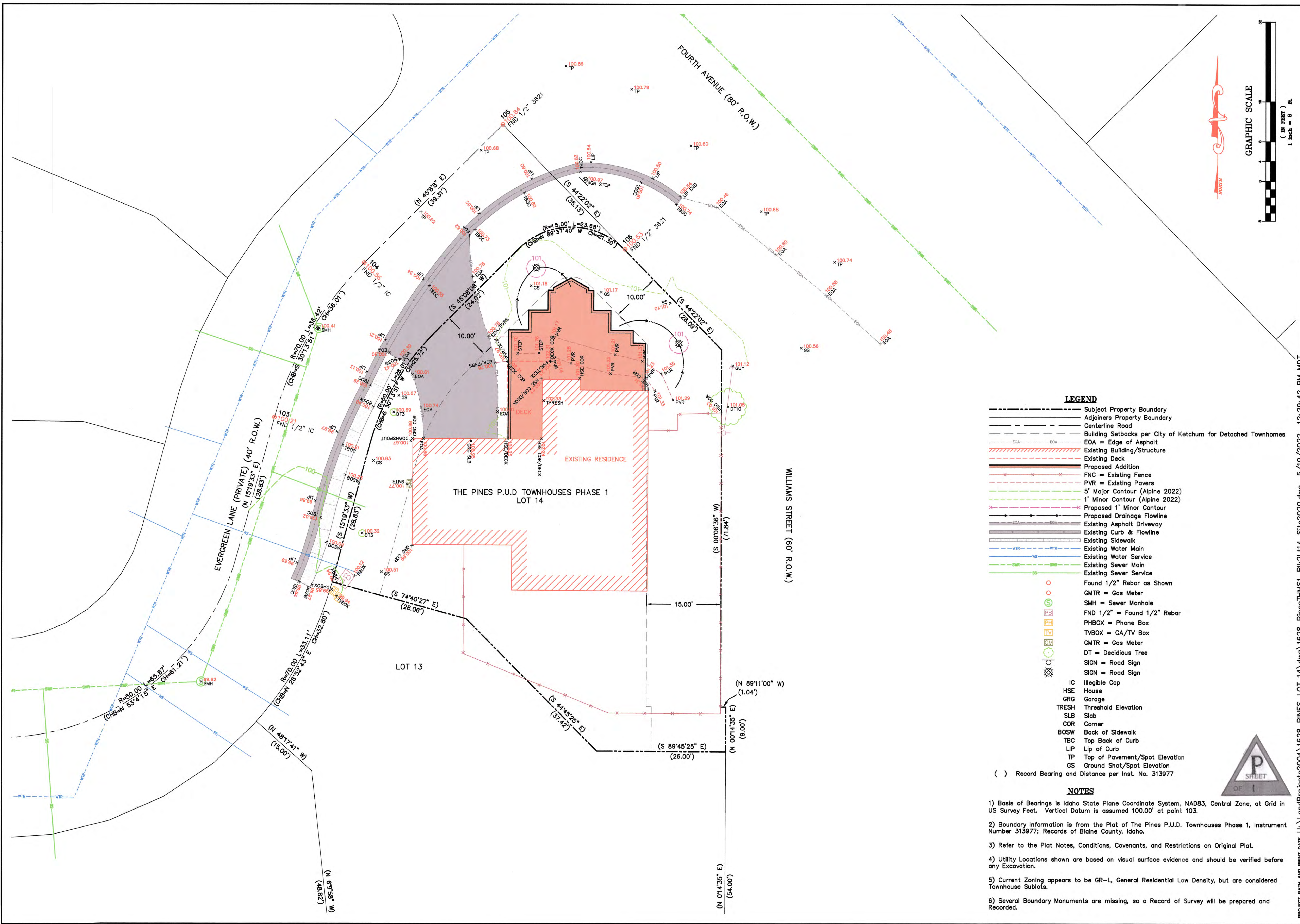
VESEAL ADDITION - KETCHUM, IDAHO  
402 EVERGREEN - KETCHUM, IDAHO



DRAWINGS SCALE 1/8" = 1'-0" (uno.)



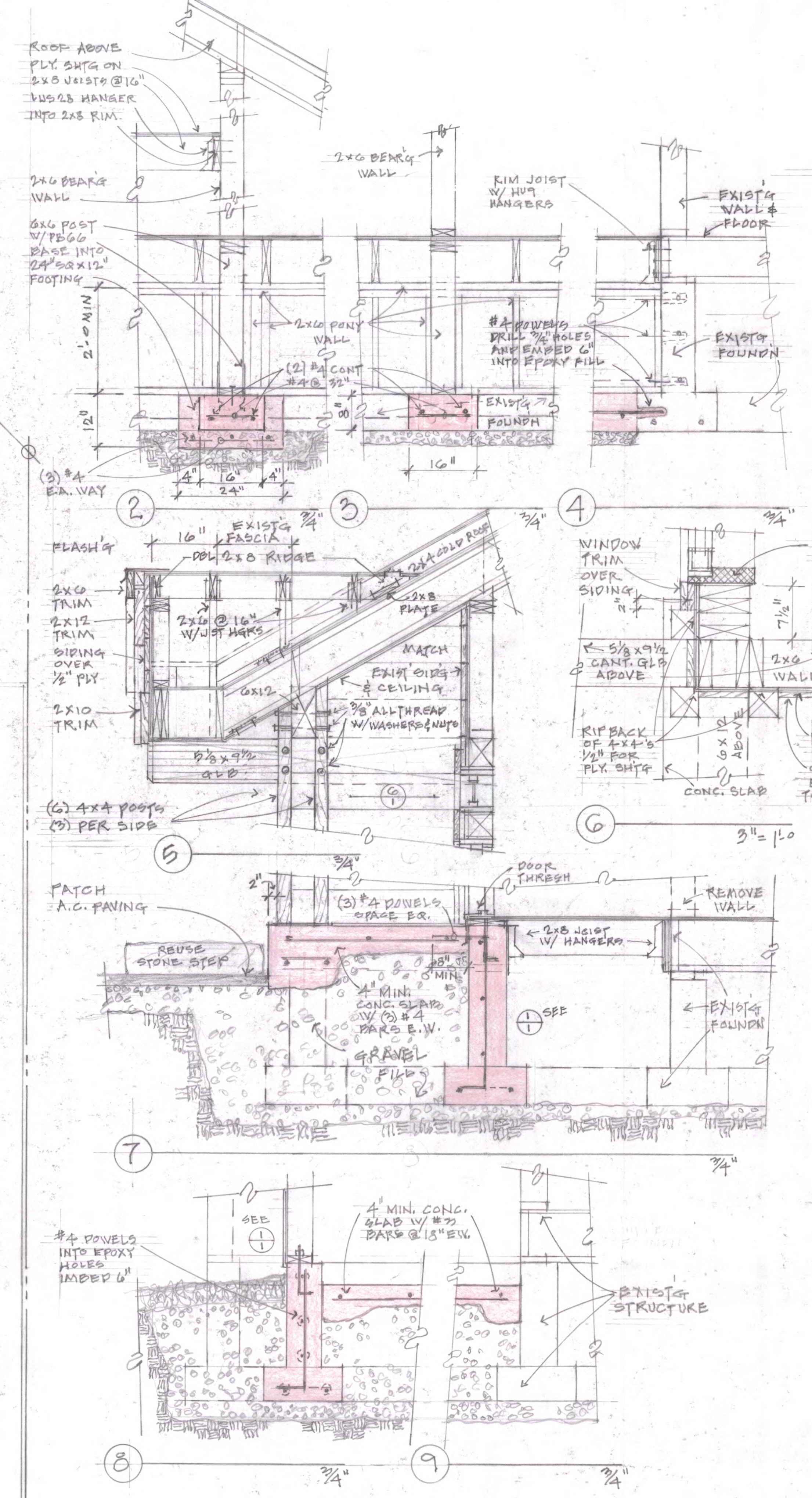
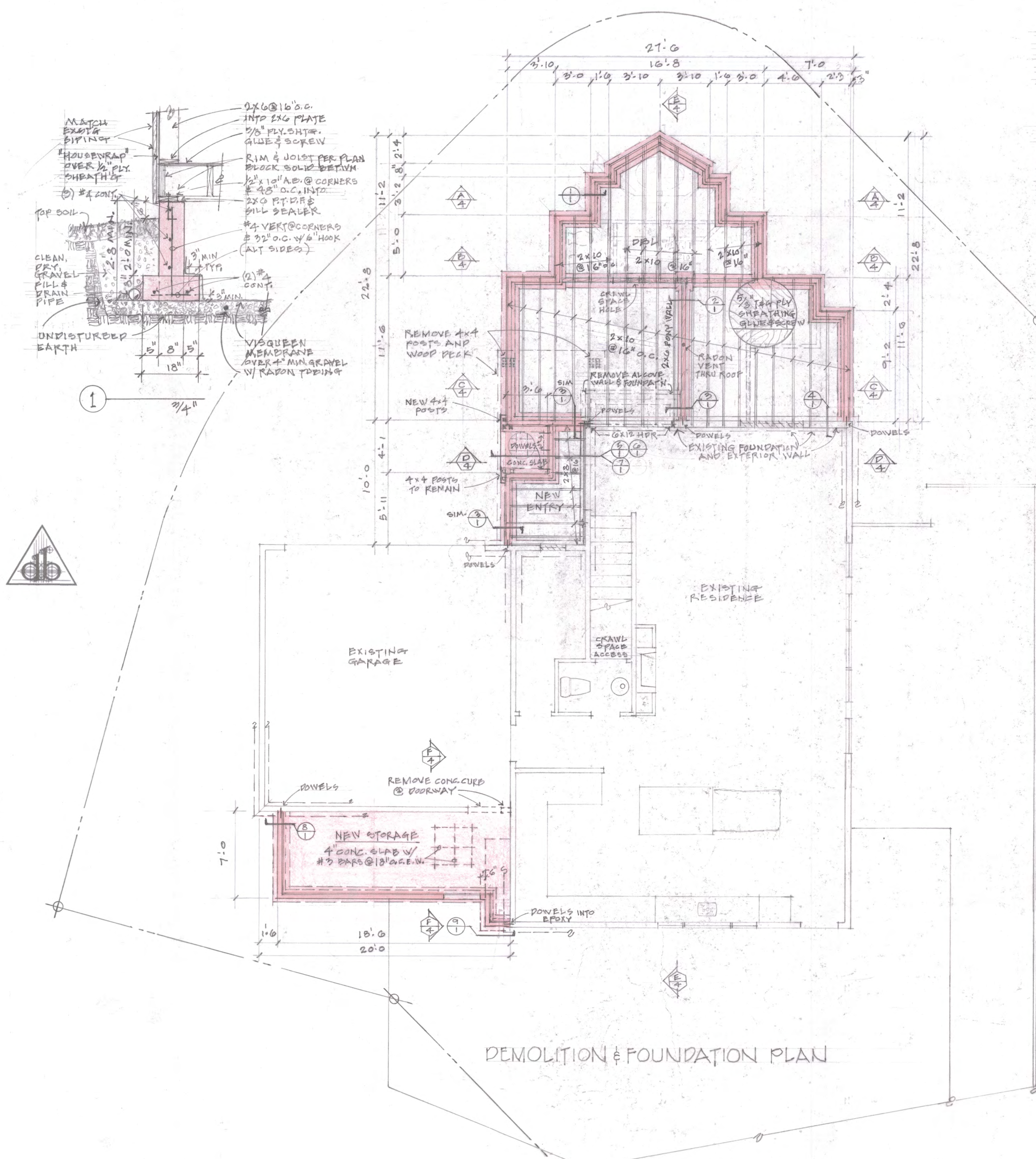




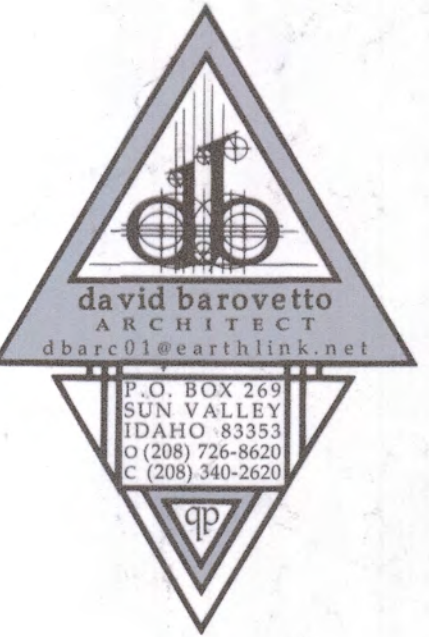
- LEGEND**
- Subject Property Boundary
  - Adjoiners Property Boundary
  - Centerline Road
  - Building Setbacks per City of Ketchum for Detached Townhomes
  - EOA = Edge of Asphalt
  - Existing Building/Structure
  - Existing Deck
  - Proposed Addition
  - FNC = Existing Fence
  - PVR = Existing Pavers
  - 5' Major Contour (Alpine 2022)
  - 1' Minor Contour (Alpine 2022)
  - Proposed 1' Minor Contour
  - Proposed Drainage Flowline
  - Existing Asphalt Driveway
  - Existing Curb & Flowline
  - Existing Sidewalk
  - Existing Water Main
  - Existing Water Service
  - Existing Sewer Main
  - Existing Sewer Service
  - Found 1/2" Rebar as Shown
  - GMTR = Gas Meter
  - SMH = Sewer Manhole
  - FND 1/2" = Found 1/2" Rebar
  - PHBOX = Phone Box
  - TVBOX = CA/TV Box
  - GMTR = Gas Meter
  - DT = Deciduous Tree
  - SIGN = Road Sign
  - SIGN = Road Sign
  - IC Illegible Cap
  - HSE House
  - GRG Garage
  - TRESH Threshold Elevation
  - SLB Slab
  - COR Corner
  - BOSW Back of Sidewalk
  - TBC Top Back of Curb
  - LIP Lip of Curb
  - TP Top of Pavement/Spot Elevation
  - GS Ground Shot/Spot Elevation
  - ( ) Record Bearing and Distance per Inst. No. 313977

- NOTES**
- 1) Basis of Bearings is Idaho State Plane Coordinate System, NAD83, Central Zone, at Grid in US Survey Feet. Vertical Datum is assumed 100.00' at point 103.
  - 2) Boundary Information is from the Plat of The Pines P.U.D. Townhouses Phase 1, Instrument Number 313977; Records of Blaine County, Idaho.
  - 3) Refer to the Plat Notes, Conditions, Covenants, and Restrictions on Original Plat.
  - 4) Utility Locations shown are based on visual surface evidence and should be verified before any Excavation.
  - 5) Current Zoning appears to be GR-L, General Residential Low Density, but are considered Townhouse Sublots.
  - 6) Several Boundary Monuments are missing, so a Record of Survey will be prepared and Recorded.

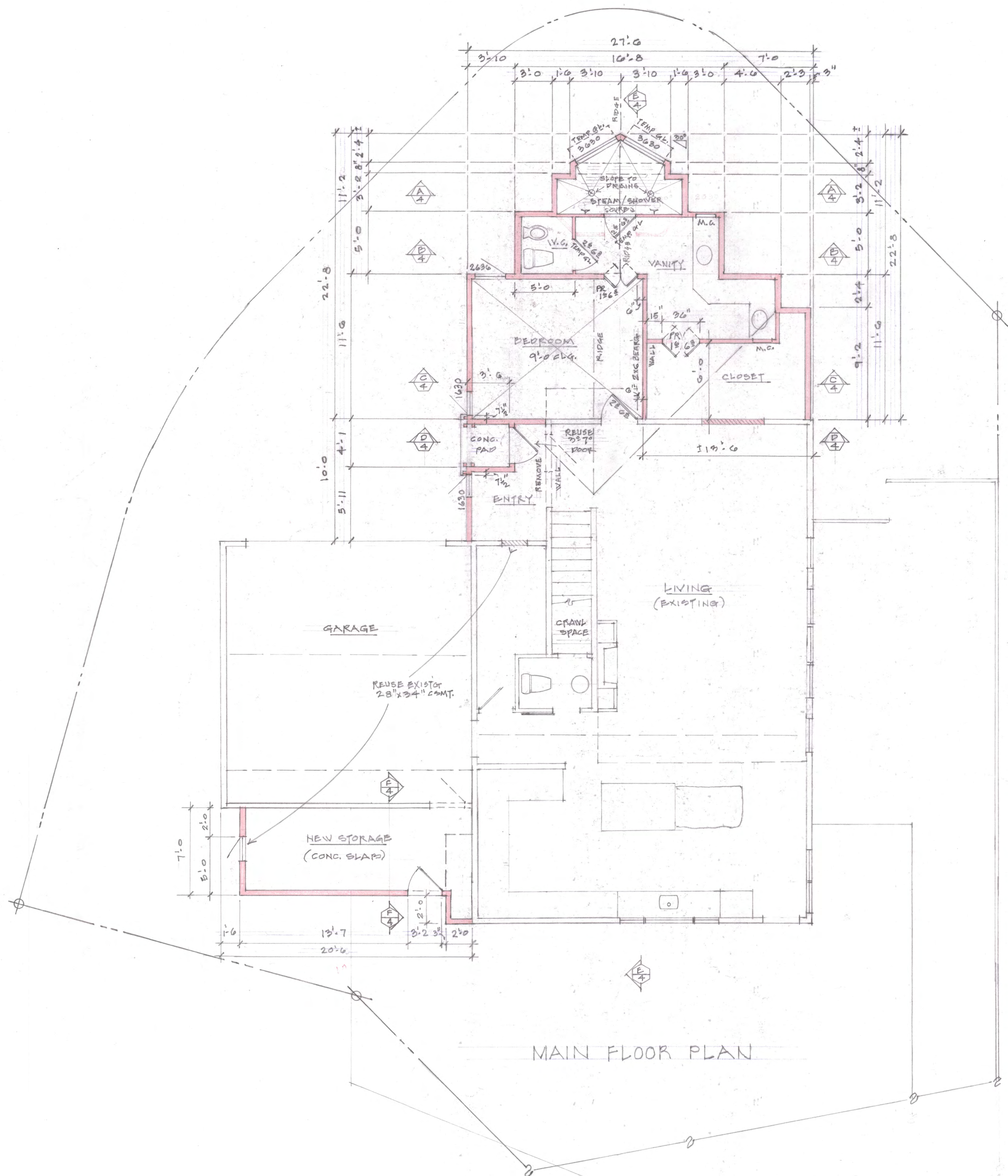
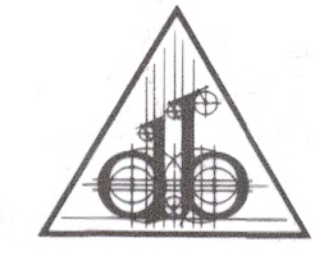
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 A SITE SURVEY & PLAN SHOWING  
 LOT 14, BLK 2, PINES TOWNHOUSES, PHASE 1  
 WITHIN S13, T.4N., R.17E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
 PREPARED FOR DAVID BARVETTO & JUNIOR SEALY  
 Alpine Enterprises Inc.  
 Surveying, Mapping, Civil Engineering,  
 and Natural Hazards Consulting  
 660 Bell Dr., Unit 1  
 P.O. Box 2037, Ketchum, ID 83340 USA  
 (208) 727-1188  
 email: dbarv@alpineenterprises.com  
 PROFESSIONAL LAND SURVEYOR  
 7048  
 19MAY22  
 STATE OF IDAHO  
 REVISIONS  
 NO DATE BY  
 Sheet 1 of 1



FLOOR PLAN



VESEAL ADDITION  
402 EVERGREEN-KETCHUM, IDAHO



FLOOR PLAN  
DRAWINGS SCALE 1/4" = 1'-0" (UNLESS OTHERWISE NOTED)

DATE  
 FEB 16, 21  
 MAR 16  
 3-26

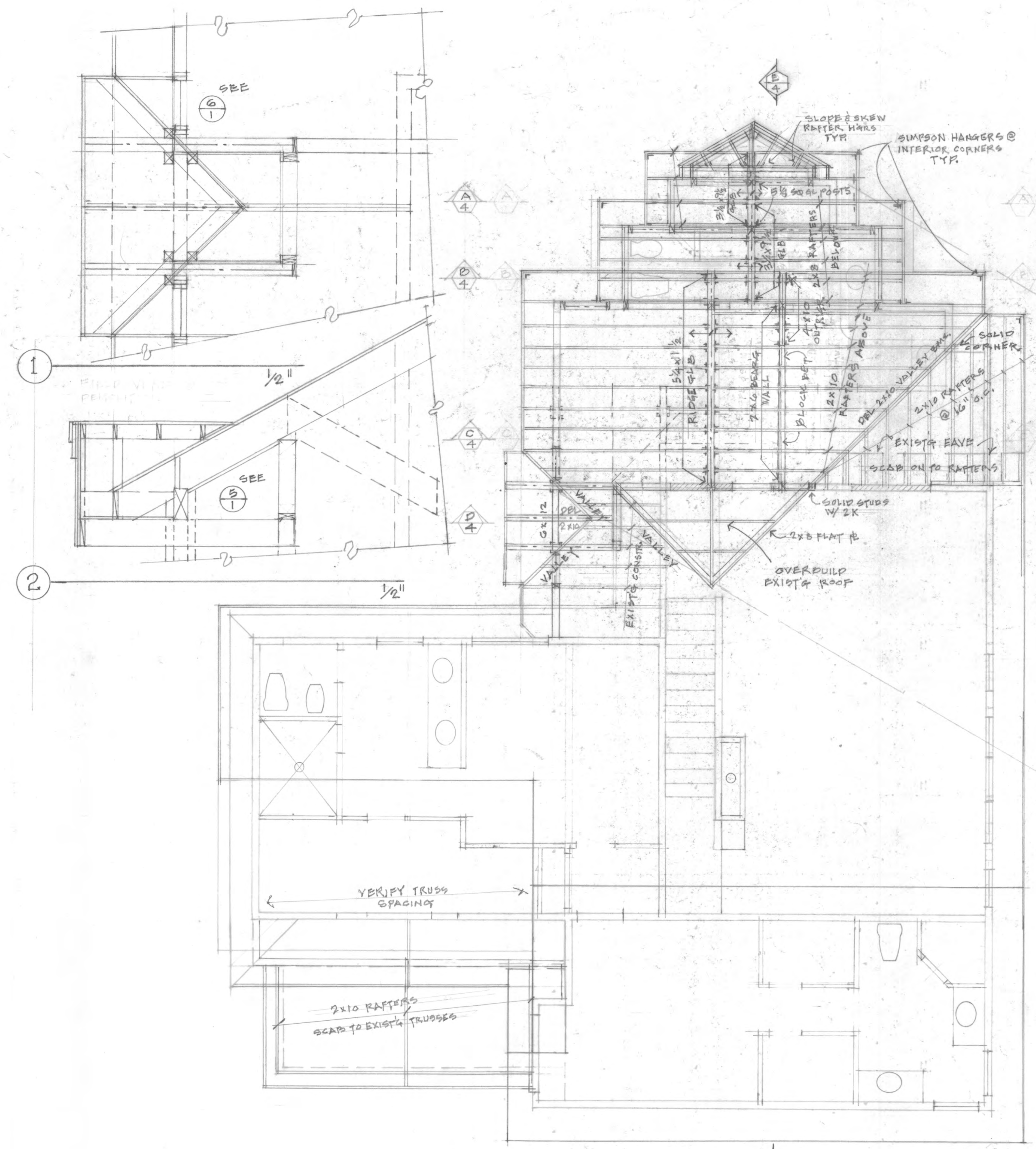
APR. 6  
 PERMIT APRIL 14, 21

ROOF FRAMING PLAN & DETAILS

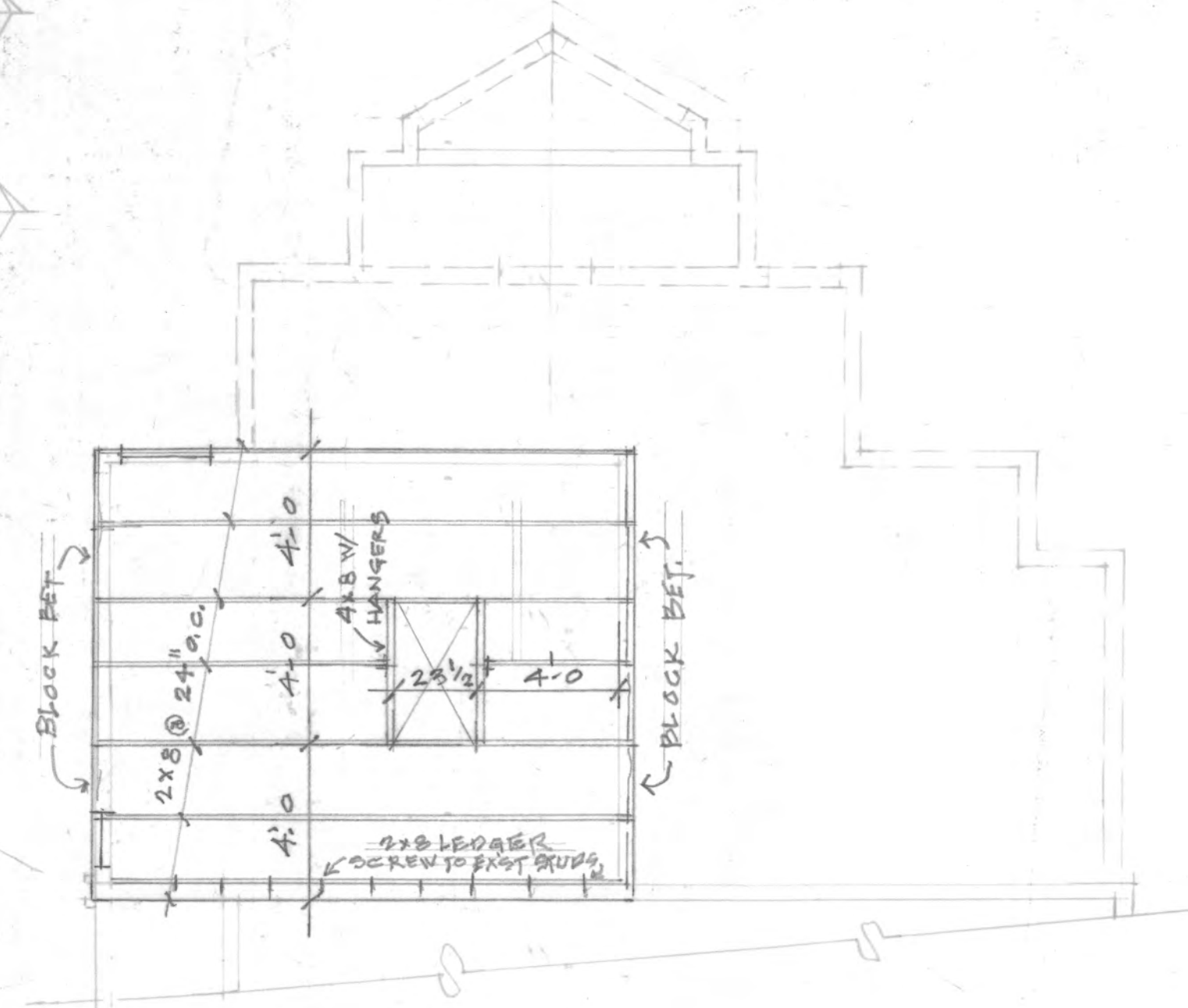
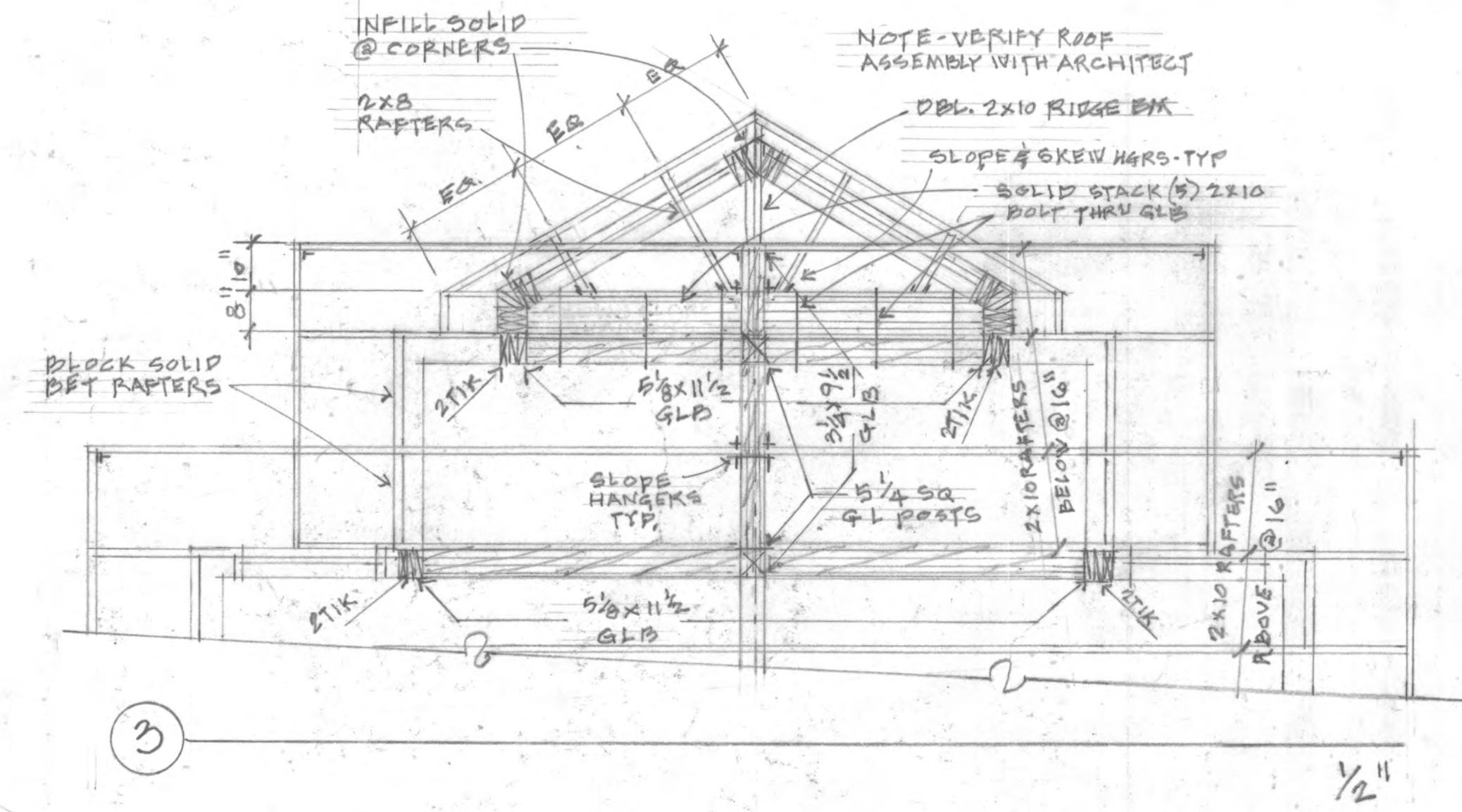


WESEAL ADDITION  
 402 EVERGREEN-KETCHUM, IDAHO

3  
 SHEET  
 OF 6

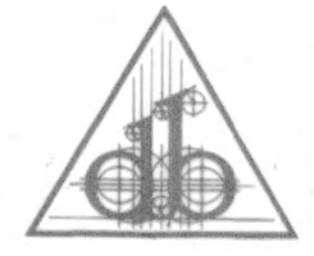


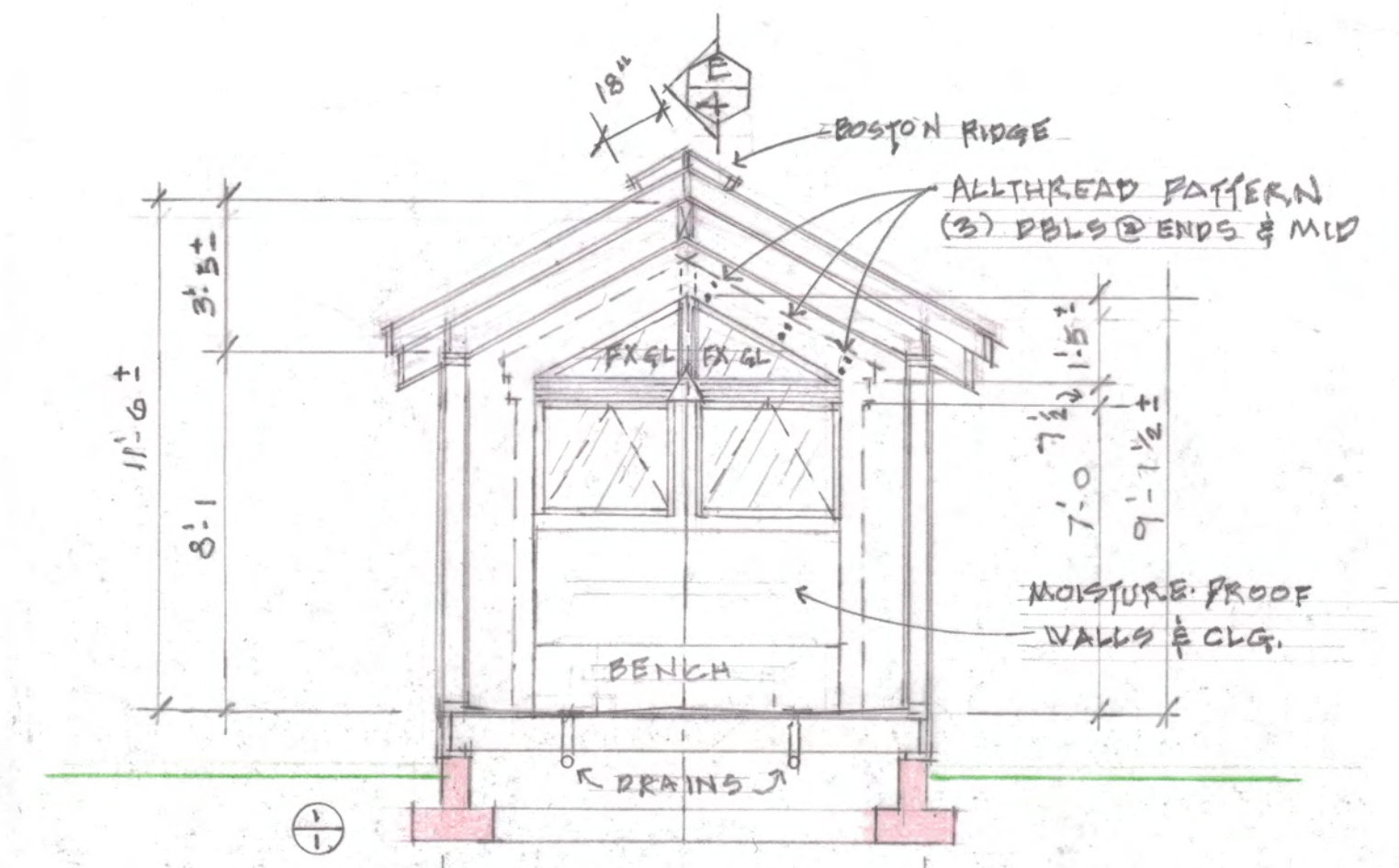
ROOF FRAMING PLAN



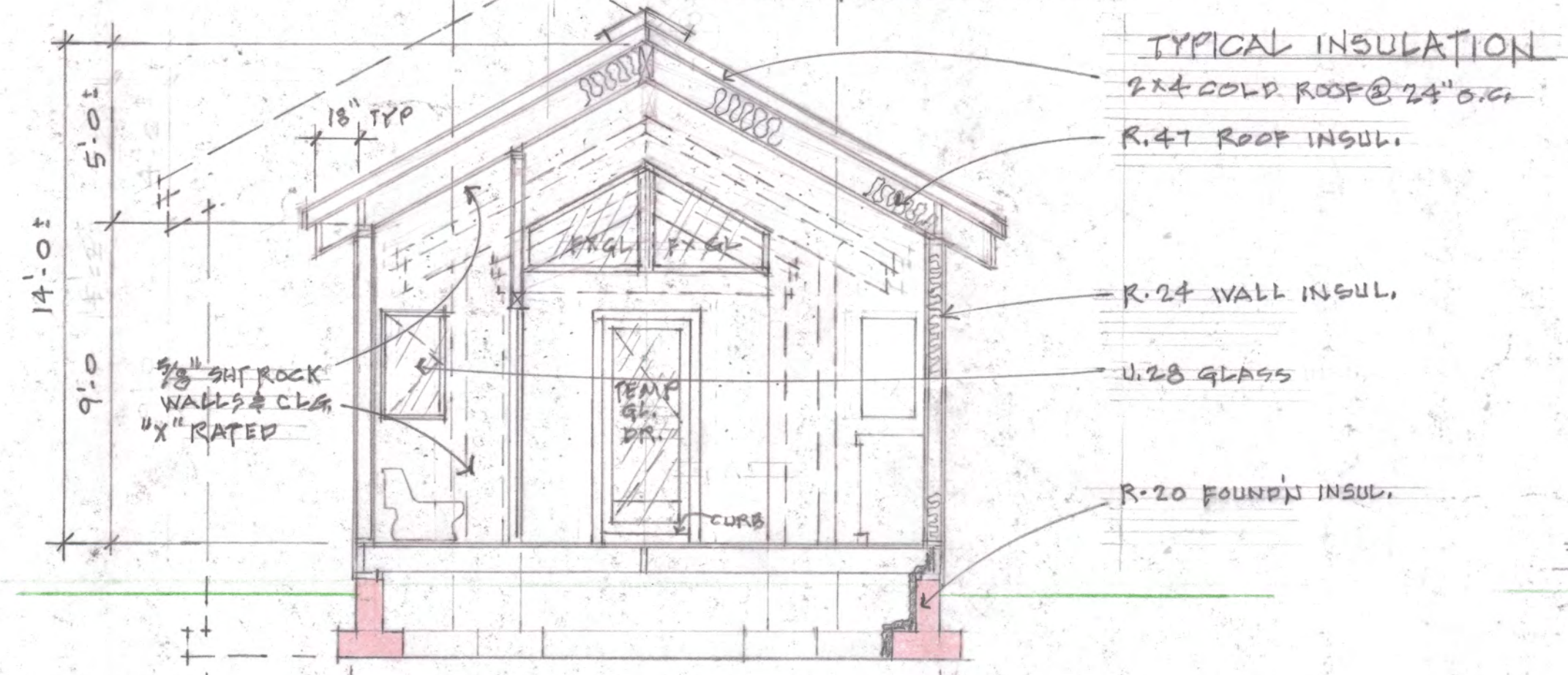
LOFT FRAMING PLAN

FRAMING PLAN  
 DRAWINGS SCALE 1/4" = 1'-0" (V.N.O.)

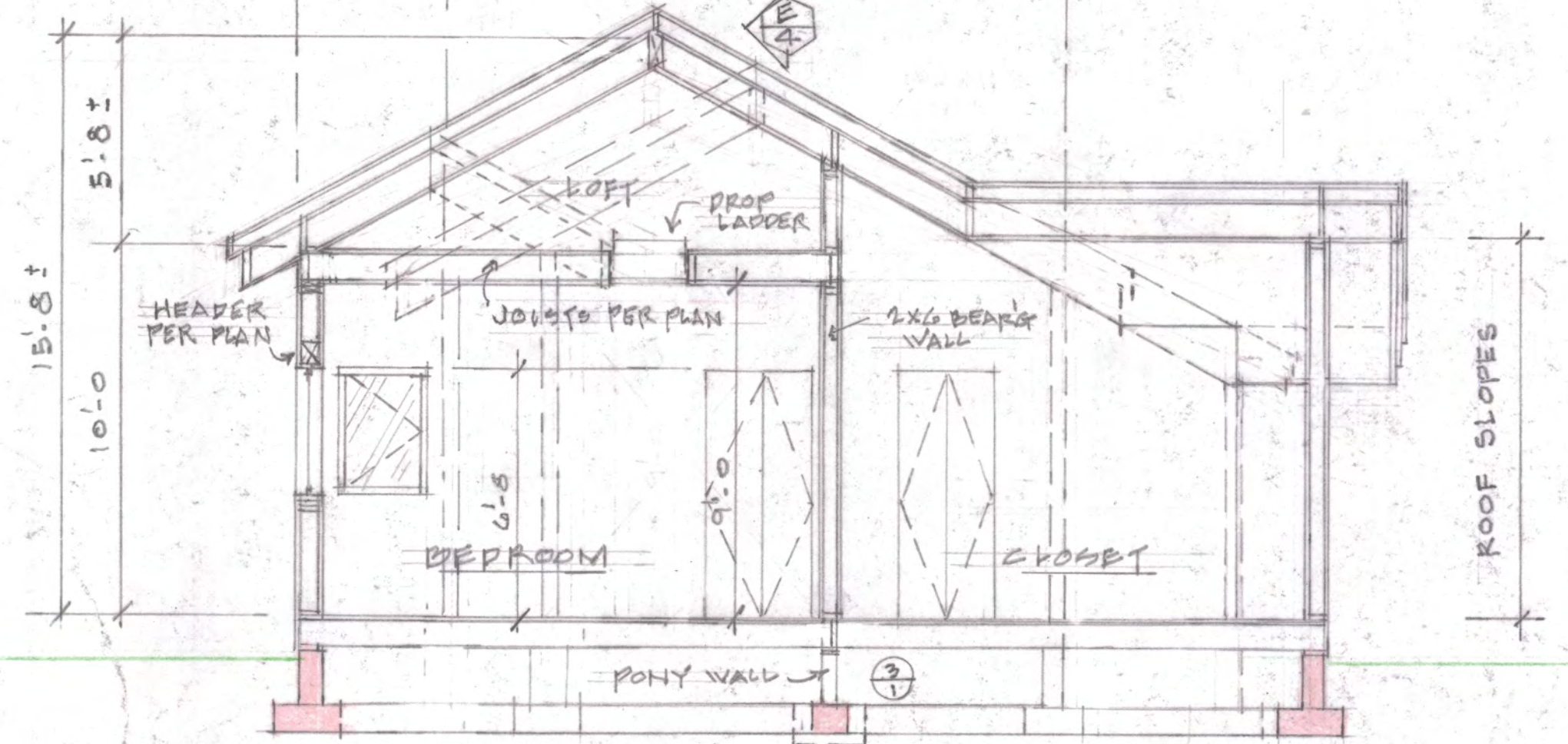




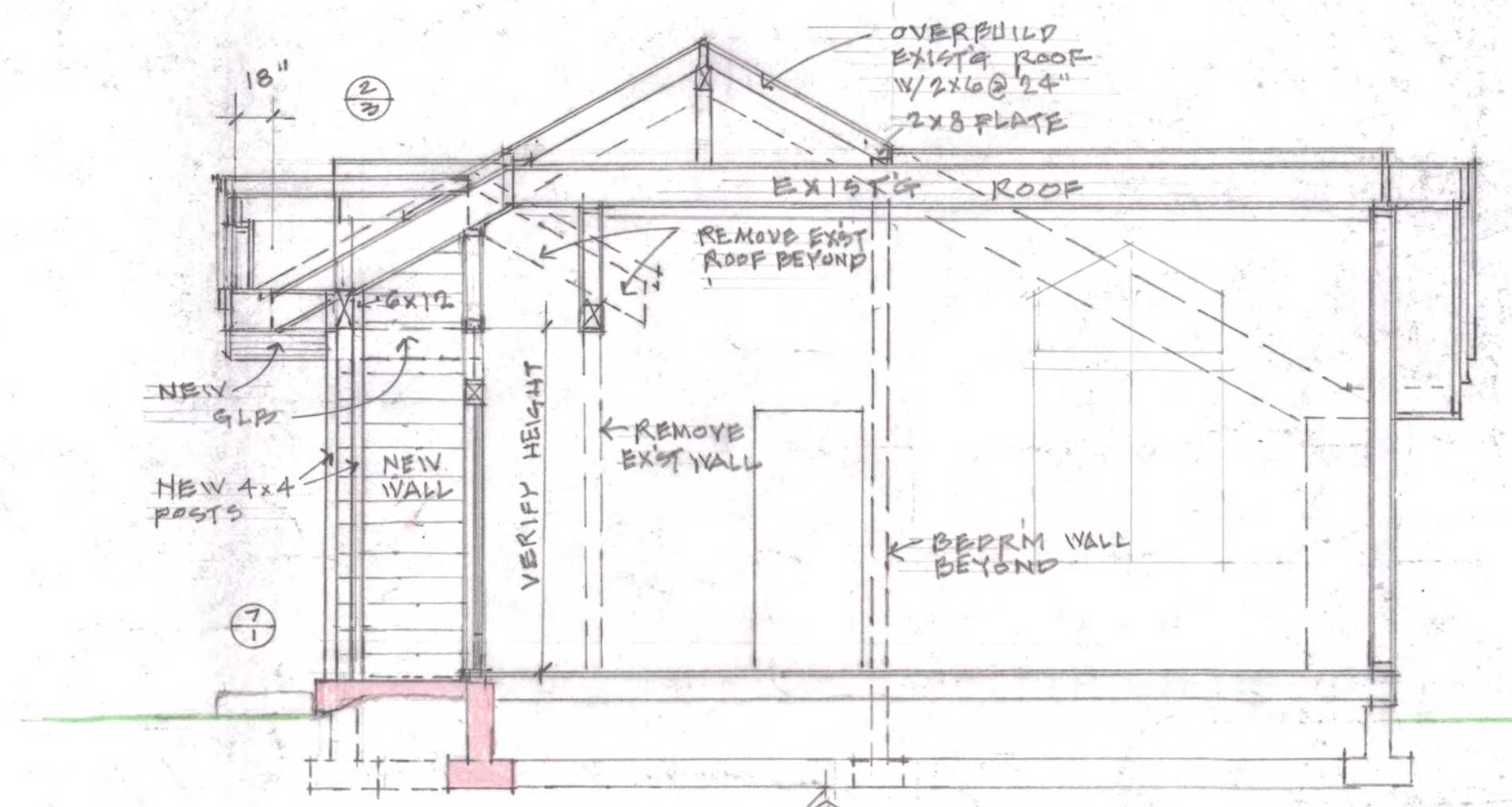
SECTION A-A



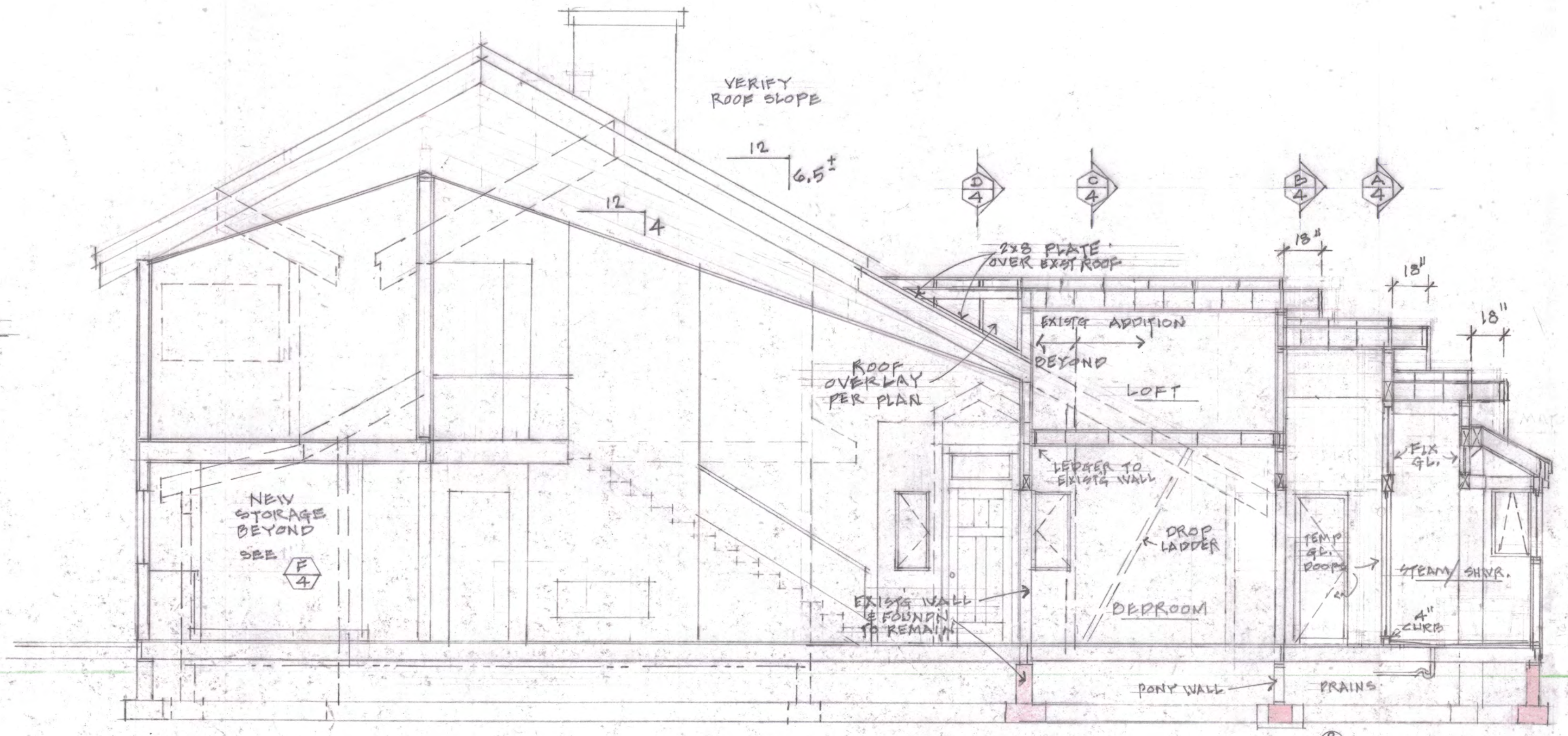
SECTION B-B



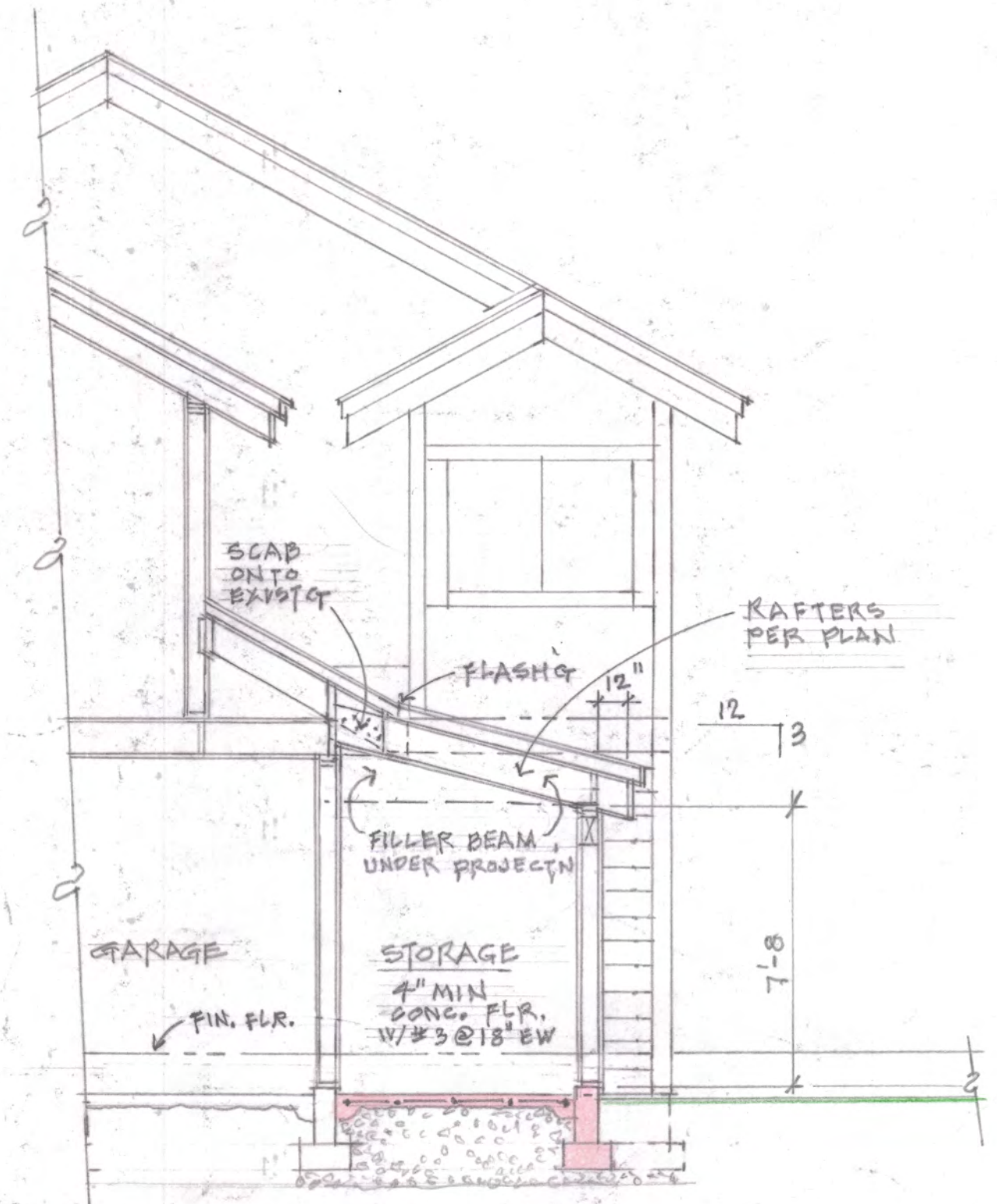
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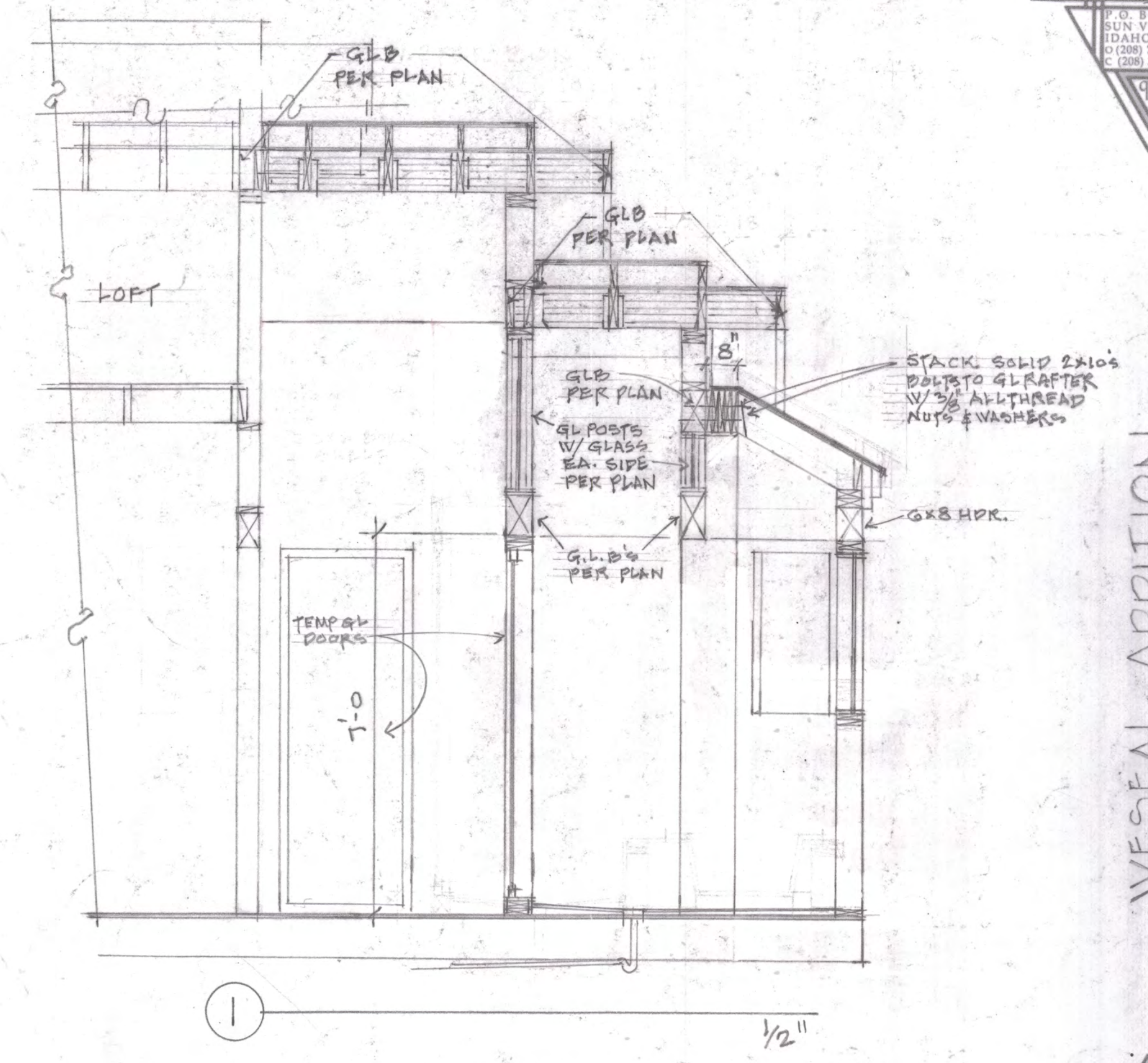
SECTION D-D



SECTION E-E



SECTION F-F



SECTIONS

DRAWINGS SCALE 1/4" = 1'-0" (U.N.O.)

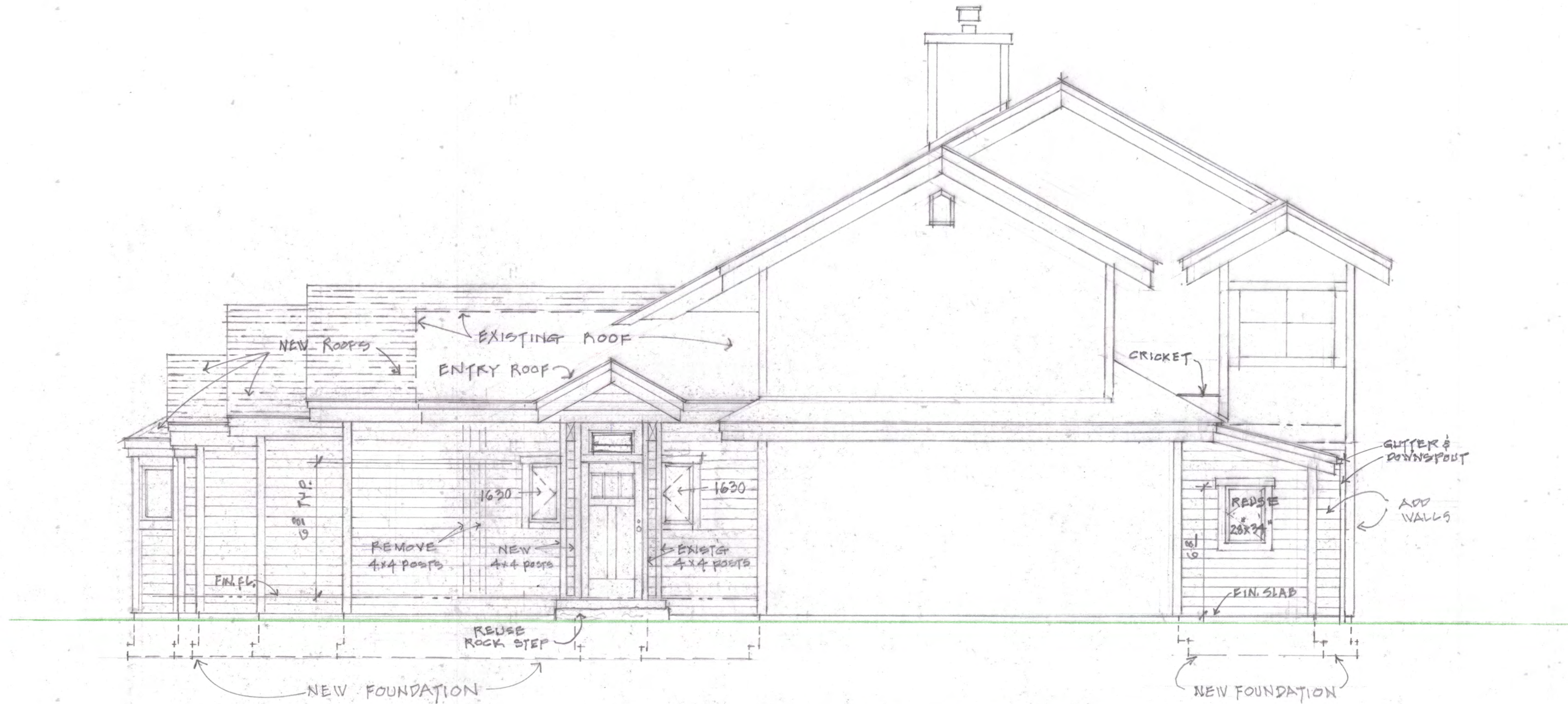
SECTIONS & DETAILS



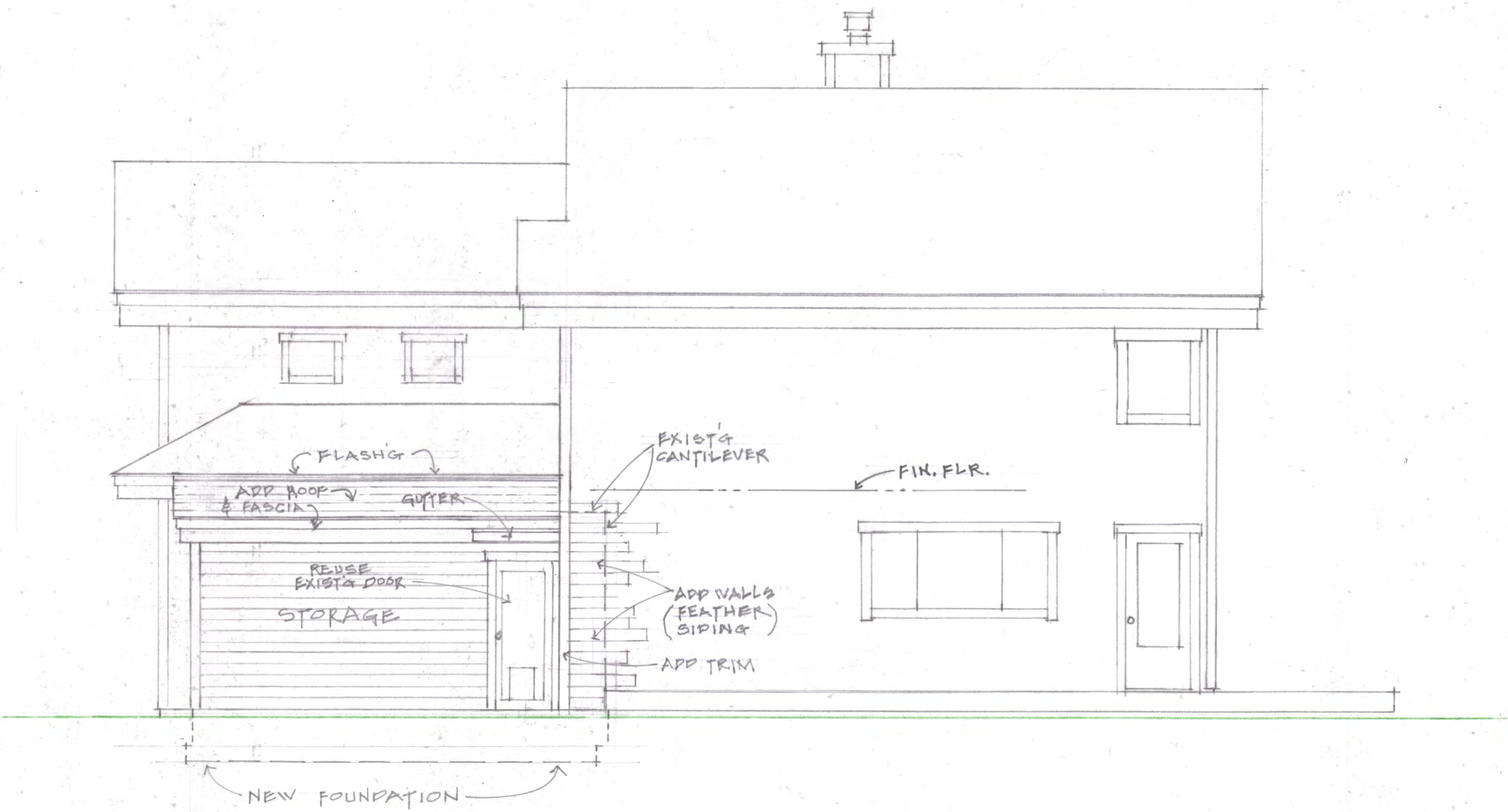
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APR. 6  
 PERMIT APRIL 14, '21

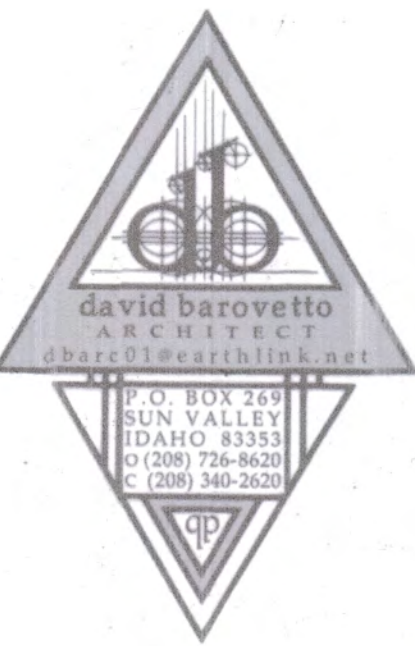


WEST ELEVATION



SOUTH ELEVATION

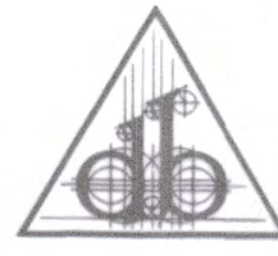
ELEVATIONS S&W



WESEAL ADDITION  
 402 EVERGREEN - KETCHUM, IDAHO

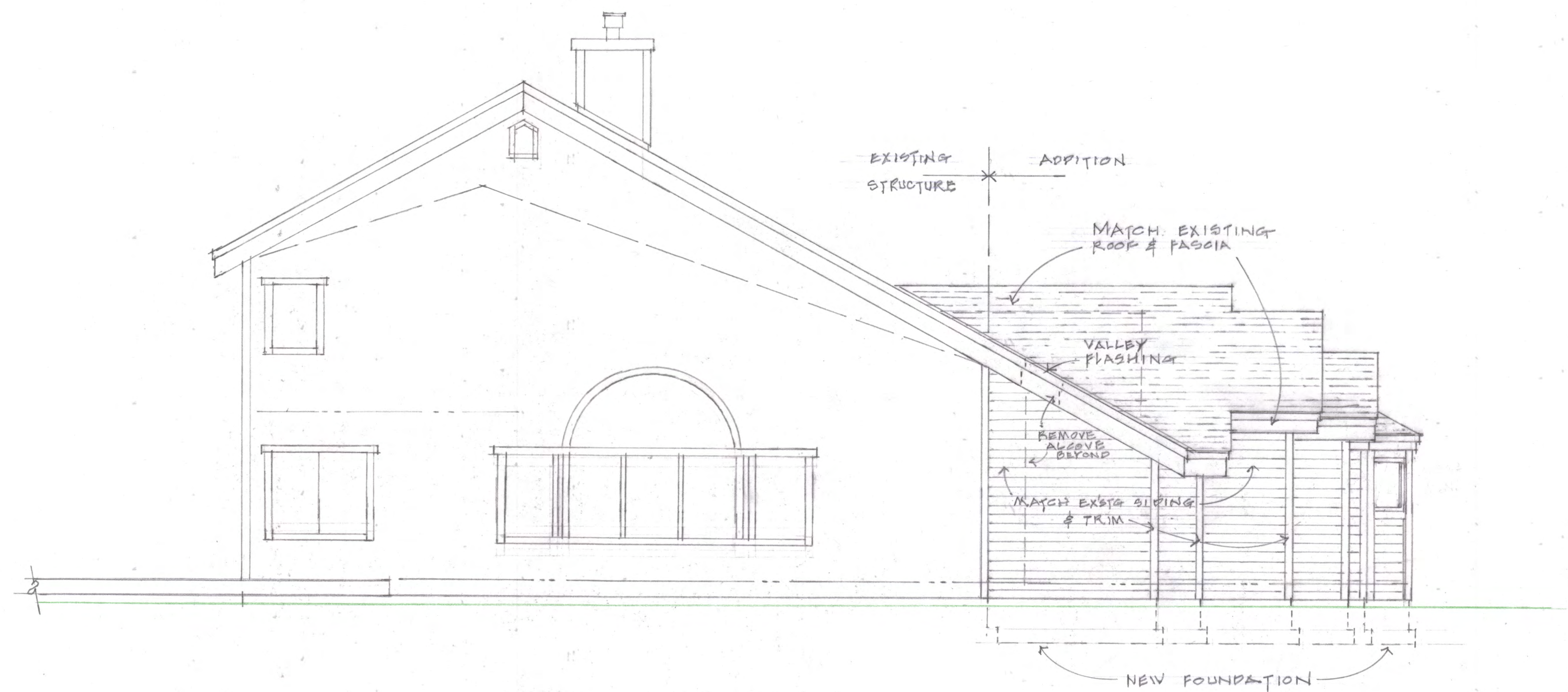


DRAWINGS SCALE 1/4" = 1'-0" (UNITS)



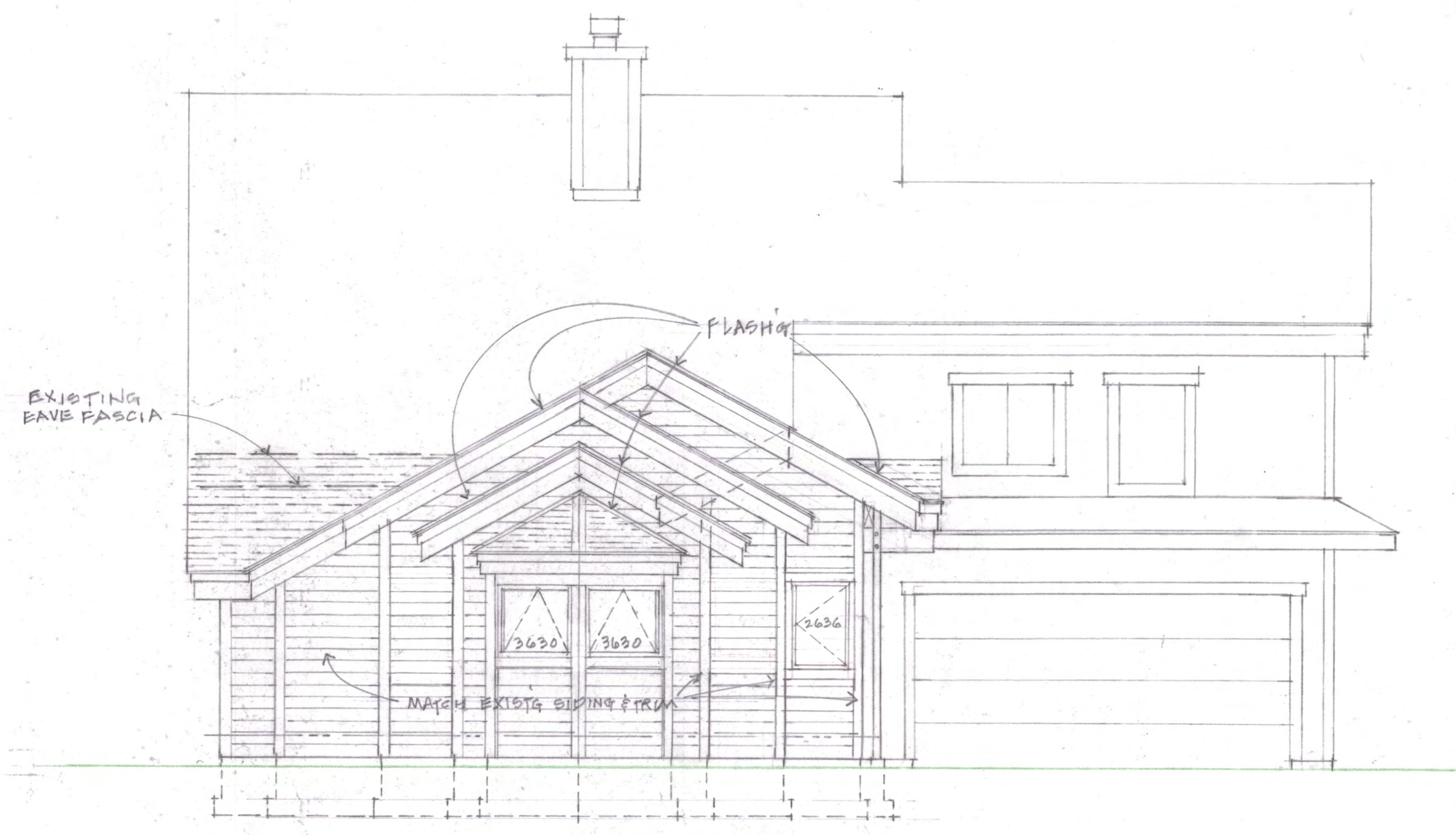
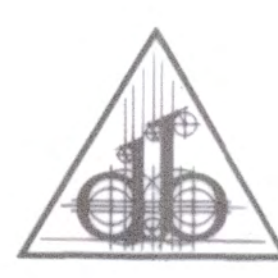
DATE  
 JAN. 21, '21  
 FEB. 16  
 MAR. 14  
 3-26

APR. 6  
 PERMIT APRIL 14, '21



EAST ELEVATION

ELEVATIONS N & E

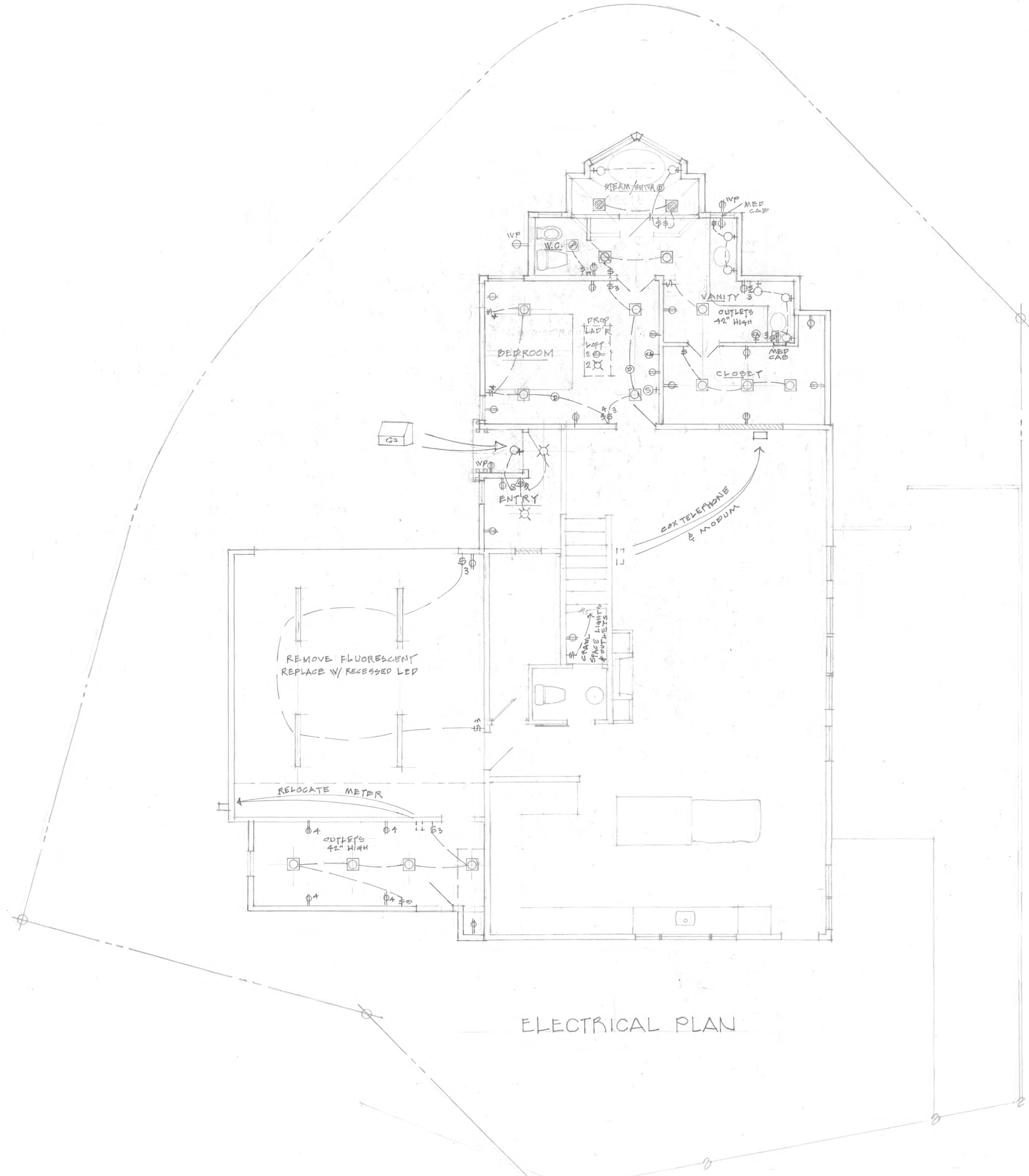
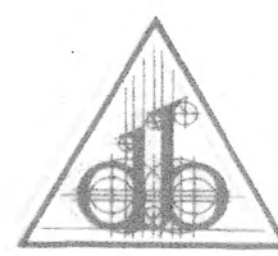


NORTH ELEVATION

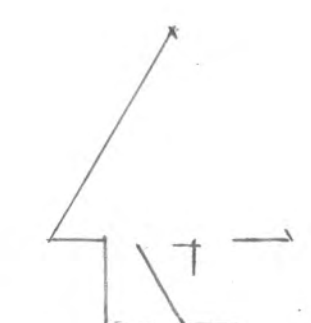
WESEAL ADDITION  
 402 EVERGREEN - KETCHUM, IDAHO

DRAWINGS SCALE 1/4" = 1'-0" (C.N.O.)





ELECTRICAL PLAN



	surface mount ceiling fixture		single pole switch
	wall mount fixture		three way switch (4 way)
	recessed ceiling fixture		double floor outlet
	recessed downlight fixture with exhaust fan		duplex receptacle
	recessed downlight fixture with heater & exhaust fan		3-prong 220 volt receptacle
	recessed downlight fixture with variable optical trim		1/2 switched duplex receptacle
	recessed downlight fixture with damp-proof lens		weather proof duplex receptacle
	fluorescent fixture		cable outlet
	decorative surface wall fixture		telephone outlet
	exterior surface fixture		smoke detector
	light track (number of fixtures)		low-voltage lights
	dimmer		door switch
	ceiling mount fluorescent fixture		fan with light
			MOTION ACTIVATION LIGHT

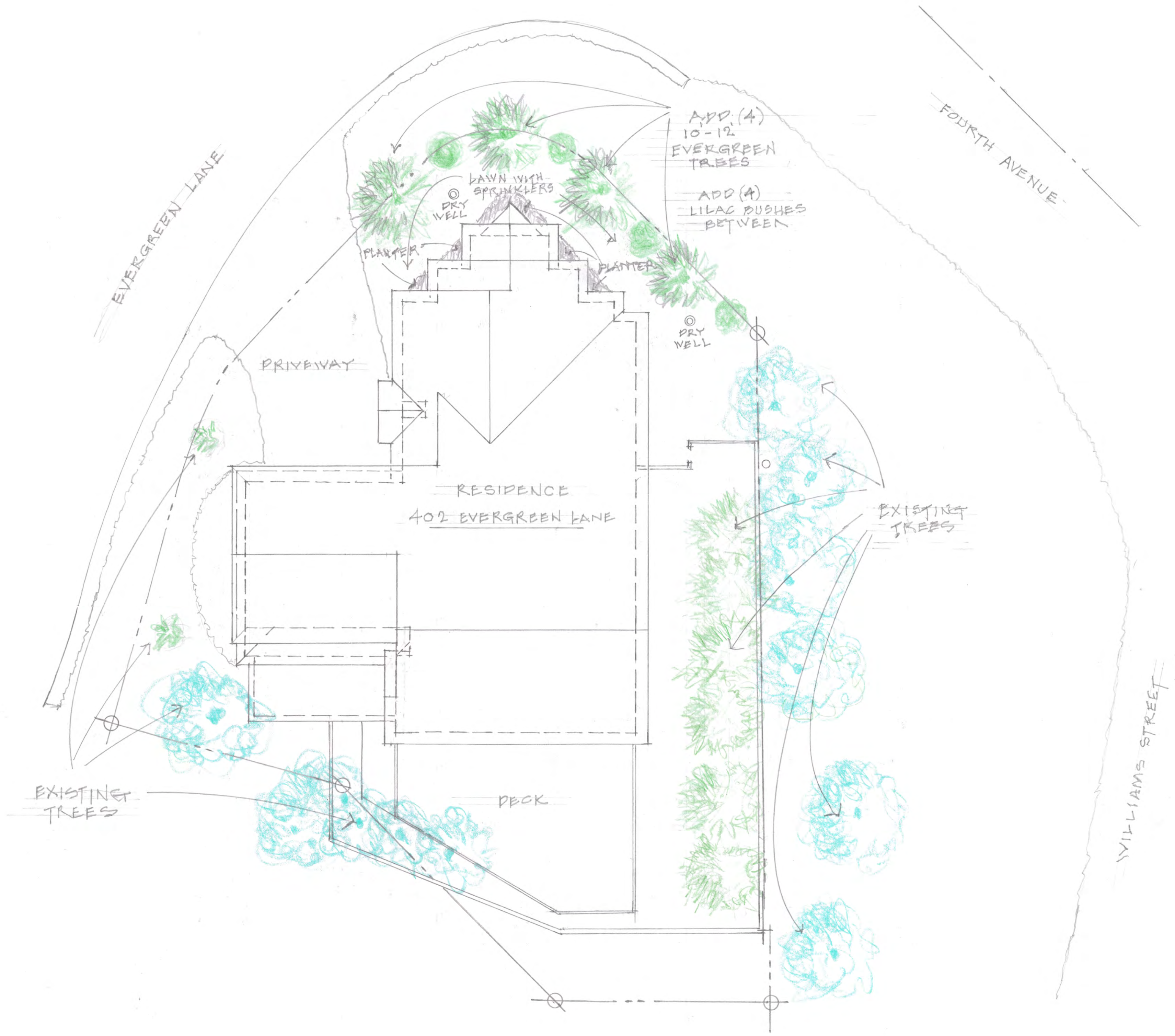
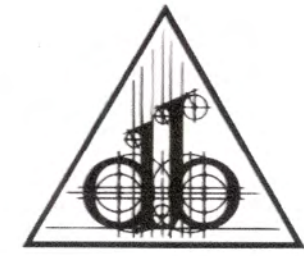
VESEAL ADDITION  
402 EVERGREEN - KETCHUM, IDAHO



DRAWINGS SCALE 1/4" = 1'-0" (U.I.D.O.)







LANDSCAPE PLAN

SCALE 1/8" = 1'-0"

LANDSCAPE PLAN

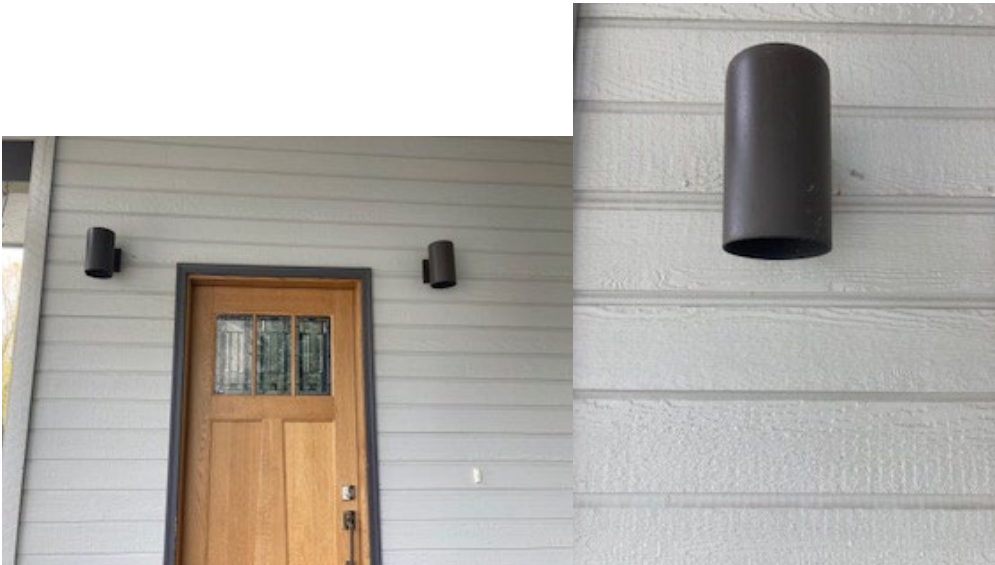


WESCAL ADDITION  
402 EVERGREEN, KETCHUM, IDAHO

Materials



Lighting



## Attachment D

# The Pines PUD Conditional Use Permit

APPLICATION FOR CONDITIONAL USE PERMIT

Name of Applicant: DSK Partners

Name of Owner of Record: MMS Investments

Phone Number (home): 622-3054 (business): 726-4521

Mailing Address: Ronald J. Sharp, Post Office Box 1440, Sun Valley, Idaho 83353

Legal Description and Street Address of Property Requiring a Conditional Use Permit: (attach if necessary):

Attached hereto

Description of Proposed Conditional Use: The Pines Townhouse P.U.D.

Subdivision is a 26 Unit Single Family Detached Home Subdivision on approximately 3.8 acres.

Zoning District: GR-L

Overlay District: Flood  Avalanche  Pedestrian

Applicant's Signature: Ronald J. Sharp

Date: 3/30/89

-----Administrative Use Only-----

Date Application Received: 3/30/89

Date of Commission/Council Public Hearing: 4/24/89

Date Legal Notice Published: 4/5/89

Conditional Use Permit Fee: 125<sup>00</sup> Date Paid: \_\_\_\_\_

Mailing Fee: \_\_\_\_\_ Date Paid: \_\_\_\_\_

Date Applicant Notified: \_\_\_\_\_

Comments from Agencies: \_\_\_\_\_

Administrative Comments: \_\_\_\_\_

Action(s)/Findings Taken: \_\_\_\_\_

Permit Number: 89-005

CITY OF KETCHUM

PLANNED UNIT DEVELOPMENT  
CONDITIONAL USE PERMIT

P.U.D. Ordinance Number 382

APPLICANT: H. D. McNee, Jr. and Sharon L. McNee, Trustees under Trust dated July 14, 1971

MAILING ADDRESS: Box 2028, Sun Valley, Idaho 83353

LEGAL DESCRIPTION: Attached hereto as Exhibit A and made a part hereof.

ZONING DISTRICT: General Residential - Low Density (GR-L)

APPLICATION DATED: March 30, 1989

DESCRIPTION OF CONDITIONAL USE: The Pines Townhouse Planned Unit Development (P.U.D.) consisting of twenty-six (26) single family detached townhouse units on approximately 3.8 acres of land. The development includes a recreation facility for common ownership and use by the owners within the P.U.D. Attached hereto as Exhibit B and made a part hereof is a site plan illustrating the layout of the approved Master Plan. The Master Plan in its entirety is on file in the Planning and Zoning Department of the City of Ketchum.

DATE OF PUBLIC HEARING AND ACTION BY KETCHUM PLANNING AND ZONING COMMISSION: April 24, 1989 - recommended approval

DATE OF CONSIDERATION AND ACTION BY KETCHUM CITY COUNCIL: May 1, 1989 - approved, subject to certain conditions contained hereinbelow

CONDITIONS OF PERMIT:

1. Garage spaces shall not be converted to living space or uses other than parking of vehicles and household storage.
2. The access entry width at Sixth Street shall be narrowed by additional landscaping or other means to be approved by the Ketchum Planning and Zoning Commission through design review to help deter general public use of Pine Lane. Said width shall remain satisfactory to the Ketchum Fire Department and shall not reduce width of road easement.

3. Parking on streets shall be limited to one side to facilitate access and snow storage/removal with applicable signage to be installed by developer.

4. Forty (40) foot wide road easements shall not be obstructed by trees or otherwise for purpose of adequate snow storage.

5. Owners are responsible for all maintenance of private streets and driveways including snow removal when necessary to maintain function for access and parking.

6. The five (5) of fourteen (14) existing trees identified on the P.U.D. Master Plan shall be preserved and addressed in owners documents.

7. Right-of-way agreement regarding landscaping in public right-of-ways shall be executed and referred to on all final plats. Applicants shall post a bond to secure completion of said landscaping in the rights-of-way of Buss Elle and Fourth Avenue that is not installed as part of the Phase I improvements. Said bond shall be in full force and effect through August 15, 1991, and shall be submitted to the City prior to issuance of the first building permit for the project.

8. Prior to future paving or seal coating of road(s), the owners shall notify the City Water and Wastewater Departments to ensure protection of valves and manholes on water and sewer mains.

9. Sufficient percolation to be provided for on Parcel B for adequate drainage of snow storage site.

10. All phases of development shall comply with P.U.D. Master Plan and phasing of construction shall be in accordance with the schedule as follows:

1989 Phase I:                   Nine (9) dwelling units; and site improvements:

1. Roads, plans to be approved by City prior to construction.
2. Sewer/Water, plans to be approved by City prior to construction.
3. Utilities.



4. Common area sprinklers and landscaping as shaded on the P.U.D. Master Plan and including the entry landscaping on Buss Elle.
5. Drainage for entire site as shown on landscape plan.
6. Preparation of building pad for each building.
7. Recreation facilities, including cabana, barbecue and spa.

1990 Phase II: Eight (8) dwelling units.

1991 Phase III: Nine (9) dwelling units

All of the first phase elements shall be completed prior to City approval of the first final plat of any townhouse sub-lot. Further, no permits shall be issued for any second phase construction until the first phase is complete.

THIS CONDITIONAL USE PERMIT IS HELD BY THE APPLICANT AND IS NON-TRANSFERABLE.

EFFECTIVENESS OF THIS CONDITIONAL USE PERMIT IS SUBJECT TO COMPLIANCE WITH CONDITIONS STATED ABOVE.

The undersigned does hereby accept the above Conditional Use Permit subject to all terms, provisions, conditions, restrictions and obligations therein. Non-compliance therewith shall be grounds for revocation of the Permit by Ketchum.

SIGNATURE OF APPLICANT

By *H. D. McNee, Jr.*  
H. D. McNee, Jr.  
Trustee

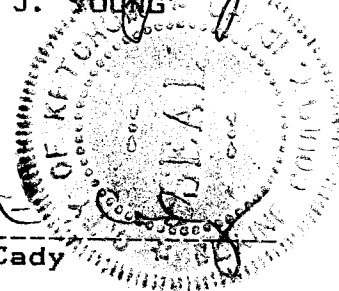
By *Sharon L. McNee*  
Sharon L. McNee  
Trustee

CITY OF KETCHUM

By *Lawrence J. Young*  
LAWRENCE J. YOUNG  
Mayor

ATTEST:

*Sandra E. Cady*  
Sandra E. Cady  
City Clerk

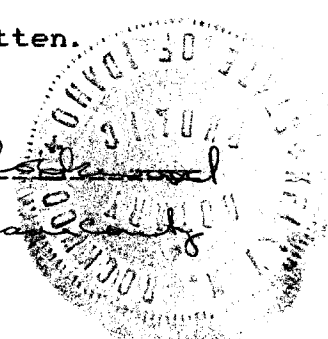


STATE OF IDAHO )  
 ) ss.  
County of Blaine )

On this 5th day of June, 1989, before me, a Notary Public in and for said State, personally appeared H. D. McNEE, JR. AND SHARON L. McNEE, TRUSTEES under Trust dated July 14, 1971, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same on behalf of said Trust.

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

*Kelly M. Robinson*  
Notary Public  
Residing at: *Blaine, Idaho*



Individual Acknowledgment **PLANNED**  
STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO } ss.  
On this 2ND day of JUNE, in the year 1989, before me, the undersigned, a Notary Public in and for said County and State, personally appeared

\* \* \* H. D. MCNEE, JR., TRUSTEE \* \* \* \* \*  
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person  
whose name is subscribed to this instrument and acknowledged that he executed it.

WITNESS my hand and official seal.

*Melody L. Royval*  
Notary Public in and for said County and State



Through the courtesy of  
Fidelity National Title  
INSURANCE COMPANY

A parcel of land located within Government Lot 3, Section 13, Township 4 North, Range 17 East, Boise Meridian, City of Ketchum, Blaine County, Idaho, being more particularly described as follows:

Commencing at the brass cap marking the Southeast corner of said Government Lot 3; thence North 21°42'09" West 520.73 feet to a 5/8" bar, which point is the REAL POINT OF BEGINNING; thence North 89°11'03" West 360.39' to a 5/8" bar; thence North 0°04'11" West 337.14 to a 1/2" bar on the South side of Buss Elle Road; thence South 88°49'32" East 382.55' along Buss Elle Road to a 5/8" bar on the Southwesterly side of Fourth Avenue; thence South 44°40'27" East 212.76' to a 5/8" bar on the Westerly side of Williams Street; thence South 0°11'27" East 71.83' to a 5/8" bar; thence South 89°15'27" East 1.01' to a 5/8" bar; thence South 0°04'12" East 114.35' along Williams Street to a 1" pipe; thence North 89°11'03" West 172.70' to the REAL POINT OF BEGINNING, containing 3.8 acres more or less.

Also referred to as the Wood River Motel property located adjacent to Williams, and Fourth Streets and Buss Ell Road.

3 0 6 3 4 7

BLAINE CO. REQUEST  
OF: FIRST AMERICAN TITLE CO.

89 JUN 12 PM 3 19

MARY GREEN, CLERK

FEES \$ 21.00

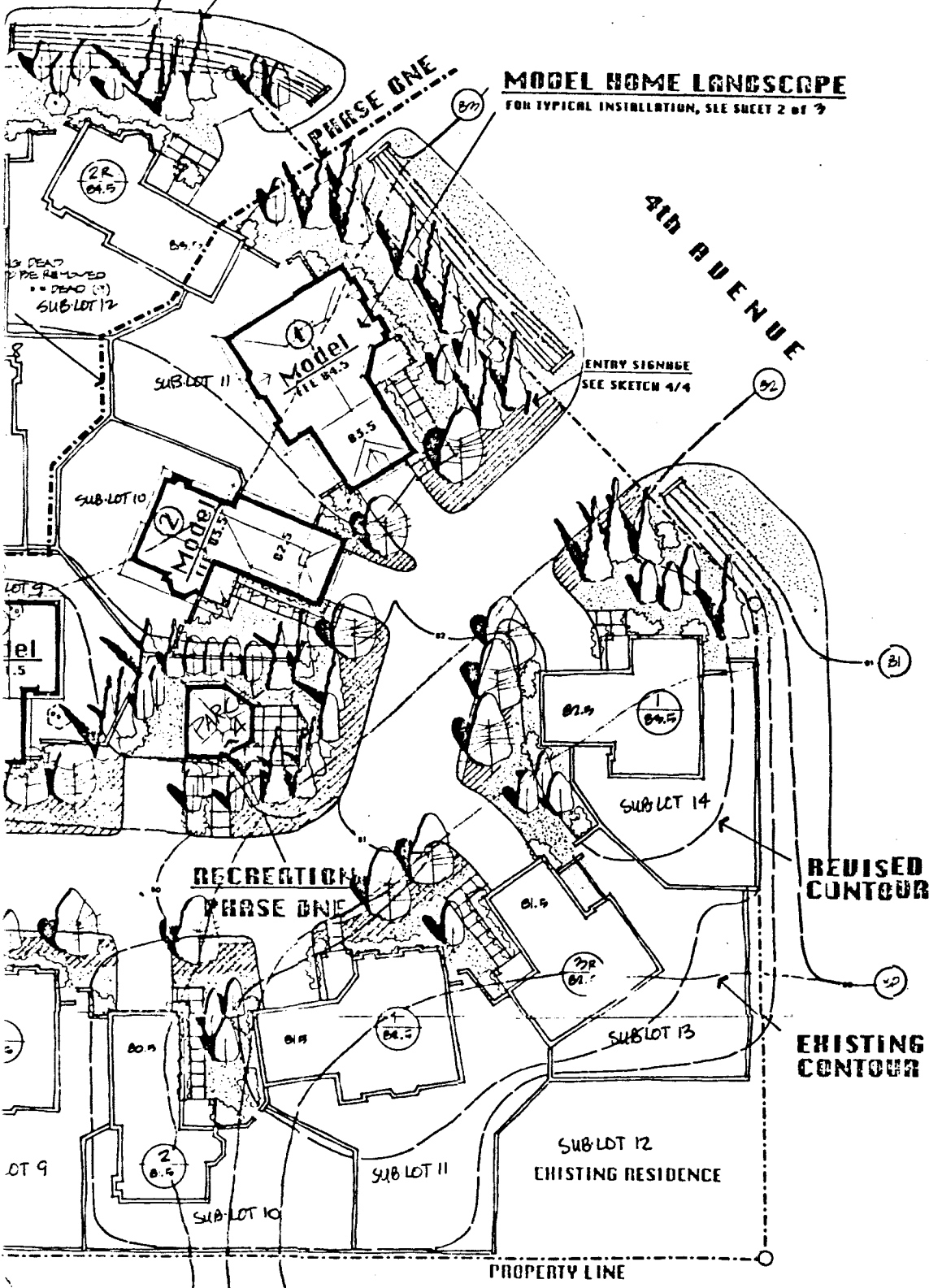
EXHIBIT A

**COMMON AREA LANDSCAPE**

SHADY AREA DENOTES EXTENT OF ASSOC. COMMONS

**MODEL HOME LANDSCAPE**

FOR TYPICAL INSTALLATION, SEE SHEET 2 OF 9



SITE LANDSCAPE  
**THE PINES P.U.D.**  
**MASTER PLAN**

**Steven e. Job**  
 LANDSCAPE ARCHITECTURE - LAND PLANNING  
 BOX 837 SUN VALLEY, IDAHO 83333  
 208/756-1887



**SNOW STORAGE CALCULATIONS**

21,000 SQ. FT. TOTAL ROADWAY
12,360 SQ. FT. A.O.W. STORAGE
5,240 SQ. FT. PARCEL IN STORAGE
17,600 SQ. FT. TOTAL SQ. FT. STORAGE

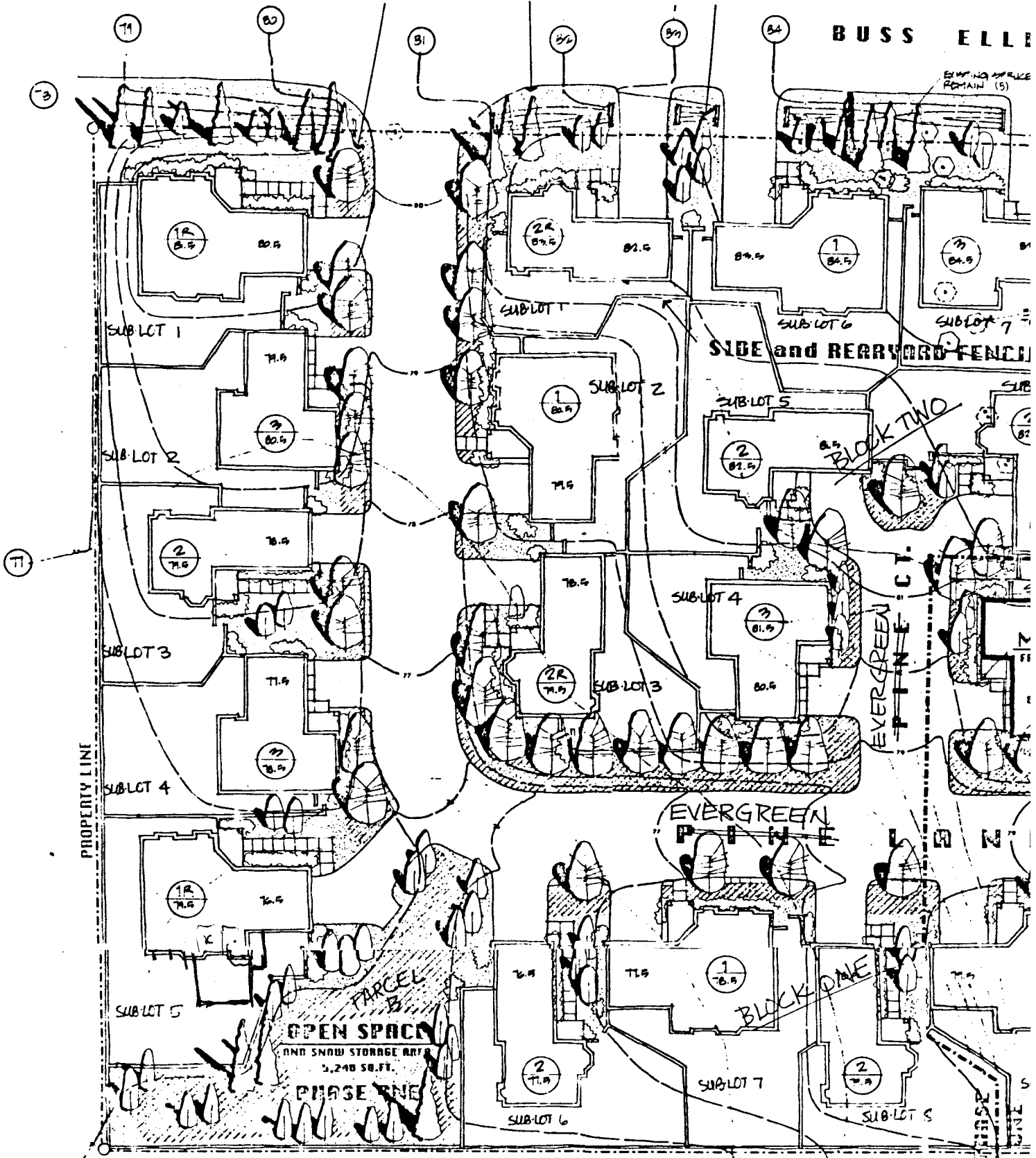


10'-12" FLOWERING CHERRY  
typical symbol

10'-12" EUROPEAN SPRUCE  
typical symbol

10'-12" QUAKING ASPEN  
typical symbol

BUSS ELLI



# THE PINES

A SITE AND LANDSCAPE DEVELOPMENT FOR  
**DSK PARTNERS**  
 KETCHUM, IDAHO

**SNOW STORAGE AREA**  
 TOTAL CAPACITY 17,600 SQ. FT.  
 (SHOWN BY HATCHED SHADING)

EXHIBIT B

CITY OF KETCHUM  
CITY COUNCIL

THE PINES P.U.D.

The Ketchum City Council received the recommendation of the Ketchum Planning and Zoning Commission on May 1, 1989, and evaluated the proposed P.U.D. according to the seventeen standards contained in P.U.D. Ordinance Number 382. The Council accepted the evaluation standards as written and adopted them as findings of fact:

1. Minimum lot size of three (3) acres. All land within the development shall be contiguous except for intervening streets and waterways;

The property contains approximately 3.8 acres.

2. That the proposed project will not be detrimental to the present and permitted uses of surrounding areas;

The property abuts General Residential - Low Density (GR-L) zoned lands on three (3) sides, which generally are developed with duplex structures. On the west, the adjacent property is zoned Limited Residential (LR) and is developed as single family.

3. That the proposed project will have a beneficial effect not normally achieved by standard subdivision development;

A standard subdivision would require 8,000 square foot lots, each being eligible for one (1) single family dwelling or one (1) duplex (2-unit) structure. The project is planned for detached single family townhouse units on individual sub-lots that cannot be achieved through a standard subdivision development.

4. The development shall be in harmony with the surrounding area;

No commercial uses or other uses not normally permitted in the GR-L are proposed. Single family townhouse units providing for individual ownership, yet common ownership and maintenance of amenities, landscaping and roads, are harmonious with surrounding single family and duplex uses.

5. Densities and uses may be transferred between zoning districts within a P.U.D. as permitted under this Ordinance including but not limited to the limitations on development of lands zoned Limited Residential Zoning District provided the aggregate overall allowable density of units and uses shall be no greater than that allowed in the zoning district or districts in which the development is located, except, that the Council may grant additional density to any project which constructs employee housing or low cost housing, as determined by the City Council, and guarantees the use, rental cost, or resale cost thereof shall be based upon the method approved by the City Council;

Total project area: 3.852 acres = 167,800 square feet

GR-L Zoning allows 1 unit per 4,000 square feet of land in P.U.D. = a maximum of 41 units without area devoted to streets, etc.

Net project area (less roads, open space and amenities = 127,800 square feet

P.U.D. proposed density = 26 units = 1 per 4,915 square feet

GR-L base density = 31 units = 1 per 4,000 square feet

P.U.D. proposed sub-lot sizes range from 3,920 square feet to 7,841 square feet and average 5,194 square feet

6. That the proposed vehicular and non-motorized transportation system is:

- a. Adequate to carry anticipated traffic consistent with existing and future development of surrounding properties;

The interior road is proposed to be privately owned and maintained and is designed solely for access to the P.U.D. and is not needed as access to any adjacent or surrounding properties. The points of access onto Buss Elle and Fourth Avenue are suitable for this development considering their relationship to existing intersections and road pattern.

- b. Will not generate vehicular traffic to cause "undue congestion" of the public street network within or outside the P.U.D.;

Parking per unit (2 spaces) exceeds the minimum required in GR-L (1 1/2 spaces) and private covenants, as proposed, prohibit conversion of garage spaces to living space or uses other than parking of vehicles and household storage. There are two points of entry and exit onto public streets. Narrowing the access at the bottom of Sixth Street by additional landscaping (not narrowing the road easement width) would help deter general public use of the private road for other than access by residents and guests, i.e. unfamiliar persons either thinking the road extends through to Wood River Drive or others envisioning a "short-cut". Vehicular traffic generated by twenty-six (26) single family units would be expected to be less than traffic generated by the maximum number of units (41) allowed on the property or the net maximum of 31 units.

The driveways for Lots 1, 6 and 7, as designed, require cars to back out onto Buss Elle. This is acceptable provided the City continues to control speed on Buss Elle, i.e. with speed bumps. The majority of existing homes along Buss Elle have driveways which require backing out onto the road. Lot 12, accessing onto Fourth Avenue, does have back-up area so that cars may head.



- c. **Designed to provide automotive and pedestrian safety and convenience;**

Sidewalks adjacent to interior roads are provided on the south and west side of Pine Lane. Pedestrian pathways need not be provided for access to recreation facility by those lots (6, 7 and 12 in Block 2) with vehicular access from Buss Elle Road and not from the interior road system (all other lots are adjacent to the interior road system). Open grassy area is provided along Buss Elle to accommodate pedestrian access off the travel lanes.

- d. **Designed to provide adequate removal, storage and deposition of snow;**

Private covenants require parking on one side of the interior streets only which will facilitate snow storage and removal. Parcel B is set aside as a commonly owned lot for purpose of snow storage in winter. Access to Parcel B appears adequate for its function. The forty (40) foot wide road easement, if unobstructed by trees and other planting, with twenty-eight (28) feet of paving is adequate for snow storage until it can be removed by owners. Gross area available on-site for snow storage equals approximately 47% of the area to be kept clear of snow.

Private covenants specifically call for no obstruction by landscaping to 40-foot road easement to facilitate snow storage. The placement of trees on Parcel B should be carefully scrutinized to provide for maximum area available for snow storage.

7. That the plan is in conformance with and promotes the purposes and goals of the Comprehensive Plan, Zoning Ordinance, and other applicable ordinances of the City, and not in conflict with the public interest;

Comprehensive Plan: Preserve and protect existing residential neighborhoods (Population I.A.1.); Preserve...provide adequate land areas for new, long-term residential...varying densities...(Residential Land Use Policy A); Allow minimum lot sizes appropriate for townhouse...(Residential Land Use Policy F); Protect solar access...(Energy II.B.6.)

Zoning Ordinance: P.U.D. plan conforms to the Zoning Ordinance with the two (2) modifications specifically approved in Evaluation Standard #17 herein.

Other applicable codes: Plans for water and wastewater extensions and services, fire protection water supply and roads are to be approved by the City using applicable ordinances prior to construction.

8. That the development plan incorporates the site's significant natural features;

Five (5) out of fourteen (14) existing mature pine trees will be saved. Drainage of site is planned to culminate at open space/snow storage Parcel B. Sufficient percolation will be provided for on Parcel B for adequate drainage of the snow storage site.

9. Substantial buffer planting strips or other barriers are provided where no natural buffers exist;

Landscaping in public right-of-way of Buss Elle, Williams and Fourth require approval and standard right-of-way agreement executed. Perimeter fencing of the P.U.D. parcel is contemplated to be built as part of the individual privacy fences upon construction of each unit.

Landscaping around perimeter of Parcel B should conceal from neighbors potential snow piles in winter, but be placed to provide maximum snow storage.

10. Each phase of such development shall contain all the necessary elements and improvements to exist independently from proposed future phases in a stable manner;

Utilities and road work for whole development including individual service connections, the recreation facilities, and common area landscaping will be completed during the first of three planned phases. The proposed phasing schedule is attached. The first phase improvements shall be completed before the first final plat of a townhouse sub-lot and, therefore, each phase will be able to stand on its own. Eight or nine units per year for three years is a reasonable development period.

11. Adequate and usable open space shall be provided. The applicant shall dedicate to the common use of the homeowners or to the public adequate open space in a configuration usable and convenient to the residents of the project. The amount of usable open space provided shall be greater than that which would be provided under the applicable "aggregate lot coverage" requirements for the zoning district or districts within the proposed project. Provision shall be made for adequate and continuing management of all open spaces and common facilities to ensure proper maintenance thereof;

Parcel A is 2,700 square feet in size and Open Space/Snow Storage Parcel B is 6,200 square feet, totaling 8,900 square feet of usable open space and recreation facilities. This is 7% of the net project area that is in addition to open space created by zoning regulations such as setbacks and lot coverage. The proposed private covenants provide for management and maintenance through an association of owners and board of directors.

12. Location of buildings, parking areas and common areas shall maximize privacy within the project and in relationship to adjacent properties and protect solar access to adjacent properties;

The concept of "zipper lots" indicate privacy has been addressed. Fencing is proposed to further the concept. Design review is required prior to construction. The orientation of the property and relationship to adjacent streets is such that the development (limited to 1 and 2 story buildings) does not significantly affect solar access by adjacent properties.

13. "Adequate recreational facilities" shall be provided. Provision of adequate on-site recreational facilities may not be required if it is found that the project is of insufficient size or density to warrant same and the occupant's needs for recreational facilities will be adequately provided by payment of a recreation fee in lieu thereof to the City of Ketchum for development of additional active park facilities;

The cabana, spa and barbecue, constituting the recreation facilities, and the open space lot (snow storage in winter) are to be built/landscaped in first phase, and will, therefore, be available to all owners. Adequate recreation facilities are located in close proximity to the P.U.D.

14. There shall be special development objectives and special characteristics of the site or physical conditions that justify the granting of the P.U.D. - Conditional Use Permit;

One special development objective is to offer single family, detached townhouse units and a special characteristic of the site is the location in and adjacent to GR-L zoning and adjacent to LR zoning. Private yards are provided for each unit.

15. The development will be completed within a reasonable time;

The 3-year schedule is reasonable for the construction of 26 townhouses with the common facilities, road and utilities completed in the first phase during the first year 1989.

16. That public services, facilities and utilities are adequate to serve the proposed project and anticipated development within the appropriate service areas;

Public water and sewer service shall comply with City requirements and be approved prior to construction. Prior to future paving or seal coating of road(s), the owners shall notify the City Water and Wastewater Department to ensure protection of valves and manholes. All necessary utility easements shall be provided prior to construction and on all final plats.

17. That the project complies with all applicable ordinances, rules and regulations of the City of Ketchum, Idaho except as modified or waived pursuant to Section 8(a) hereinafter. "...Modification or waiver from certain standard zoning and subdivision requirements may be permitted subject to such conditions, limitations and/or additional development standards...as the City Council may prescribe to mitigate adverse impacts at the proposed planned unit development, or to further the land use policies of the City, or to ensure that the benefits derived from the development justify a departure from such regulations..."

A. Modification requested is to Section 7A.1 Uses Permitted, "(4) Townhouse development limited to a single building containing two (2) townhouse units". A P.U.D. is a conditional use in GR-L. Section 8(a) of the P.U.D. Ordinance provides for modifications as stated above. The proposal is to allow detached single family townhouse units rather than requiring that all units be contained within duplex structures.

Using a standard subdivision approach, fifteen (15) lots of 8,000 square feet each would be allowed with the proposed road system. Thirty (30) units in fifteen (15) structures (duplexes) would be permitted. Single family use is a use permitted in the GR-L Zone. Many surrounding property owners expressed support of the single family detached townhouse concept, as proposed. The 3-acre P.U.D. as proposed is unique in its location in West Ketchum. The modification is appropriate to further land use policies in the Comprehensive Plan.

B. Modification is requested to Section 7A.6, which requires a fifteen (15) foot setback on the front-defined as that property line which divides the property from the street (public or private) - to accommodate the design features of the "zipper lots". Specifically those lots are: in Block 1, Lots 2, 4, 7, 9, 11 and 14; and in Block 2, Lots 1, 2 and 3.

The rear yard living spaces are enhanced by being away from the road. Staggered building fronts along the interior road are a positive design feature as well as facilitate the yard/privacy concept.



PLANNING AND ZONING DEPARTMENT P.O. BOX 2315 KETCHUM, IDAHO 83340

June 9, 1989

Jan Burrell  
First American Title Company  
P. O. Box 756  
Ketchum, Idaho 83340

Re: The Pines PUD Conditional Use Permit

Dear Jan:

Enclosed herewith is the original of the Conditional Use Permit No. 89-005, fully executed and ready for recordation.

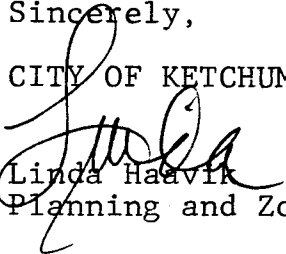
As instructed by Ron Sharp, I am forwarding it to you to record prior to recordation of The Pines Subdivision plat, and to reference the Instrument Number under which it is recorded on the face of the Subdivision plat.

The original of the Permit should be returned to the City after recordation.

Thank you for your attention to this matter. If you have any questions, please let me know.

Sincerely,

CITY OF KETCHUM

  
Linda Haavik  
Planning and Zoning Administrator

cc: Ron Sharp  
Galena Engineers

MEMORANDUM

*CUP app.  
update  
Dec'd  
4/18/89*

TO: Linda Haavik, Planning and Zoning Administrator  
FROM: D.S.K. Partners  
RE: Conditional Use Permit for Pines Project  
DATE: April 18, 1989

---

Please include in our Conditional Use Permit Application for The Pines, a request for Single Family Detached Units as shown on the proposed Application. This request is specifically in difference to Section 7A.1(4) of the Zoning Ordinance which calls for "townhouse" developments to be limited to a single building containing two (2) townhouse units.

We are also requesting that the Preliminary Plat approval for the 26 Townhouse Sublots be extended for a three (3) year period in order to allow each final plat of Townhouse Units and Sublots to come in directly for Final Plat (rather than to Preliminary Plat approval each time) so long as each Townhouse is consistent with the Master Plan and Preliminary Plat of the Townhouse Sublots.

The front yard setback for Lots 2, 4, 7, 9, 11 and 14 of Block 1, and Lots 1, 2 and 3 of Block 2 are less than fifteen (15) feet to break up the line of the homes along the private lane. To accommodate this design feature, we request that the fifteen (15) foot setback along the private lane be waived.

DSK\HAAVIK.MEM

*CUP app*

*old*

MEMORANDUM

TO: Linda Haavik, Planning and Zoning Administrator  
FROM: D.S.K. Partners  
RE: Conditional Use Permit for Pines Project  
DATE: March 30, 1989

---

Please include in our Conditional Use Permit Application for The Pines, a request for Single Family Detached Units as shown on the proposed Application. This request is specifically in difference to Section 7A.1(4) of the Zoning Ordinance which calls for "townhouse" developments to be limited to a single building containing two (2) townhouse units.

We are also requesting that the Preliminary Plat approval for the 26 Townhouse Sublots be extended for a three (3) year period in order to allow each final plat of Townhouse Units and Sublots to come in directly for Final Plat (rather than to Preliminary Plat approval each time) so long as each Townhouse is consistent with the Master Plan and Preliminary Plat of the Townhouse Sublots.



NOTICE OF PUBLIC HEARING BEFORE THE  
KETCHUM PLANNING AND ZONING COMMISSION UPON  
APPLICATIONS FOR A CONDITIONAL USE PERMIT FOR A  
PLANNED UNIT DEVELOPMENT OF TOWNHOUSE UNITS AND FOR  
DESIGN REVIEW

NOTICE IS HEREBY GIVEN that on Monday, April 24, 1989, at 7:00 p.m., in City Hall at 480 East Avenue North, Ketchum, Idaho, the Ketchum Planning and Zoning Commission will hold a Public Hearing upon the applications of DSK PARTNERS for a conditional use permit for a planned unit development and design review with regard to the following described property:

A parcel of land located within Government Lot 3, Section 13, Township 4 North, Range 17 East, Boise Meridian, City of Ketchum, Blaine County, Idaho, being more particularly described as follows:

Commencing at the brass cap marking the Southeast corner of said Government Lot 3; thence North 21°42'09" West 520.73 feet to a 5/8" bar, which point is the REAL POINT OF BEGINNING; thence North 89°11'03" West 360.39' to a 5/8" bar; thence North 0°04'11" West 337.74' to a 1/2" bar on the South side of Buss Elle Road; thence South 88°49'32" East 382.55' along Buss Elle Road to a 5/8" bar on the Southwesterly side of Fourth Avenue; thence South 44°40'27" East 212.76' to a 5/8" bar on the Westerly side of Williams Street; thence South 0°11'27" East 71.83' to a 5/8" bar; thence South 89°15'27" East 1.01' to a 5/8" bar; thence South 0°04'12" East 114.35' along Williams Street to a 1" pipe; thence North 89°11'03" West 172.70' to the REAL POINT OF BEGINNING, containing 3.8 acres more or less.

Also referred to as the Wood River Motel property located adjacent to Williams, and Fourth Streets and Buss Elle Road.

The proposed Pines Townhouse Planned Unit Development (P.U.D.) consists of twenty-six (26) single family detached townhouse units on approximately 3.8 acres of land. The development includes a recreation facility for common ownership and use by the owners within the P.U.D. Twenty-one (21) units are accessed from a private road on the interior of the P.U.D. and four (4) access directly from Buss Elle Road and one (1) accesses from Williams Street. The application is being processed under the P.U.D. Ordinance Number 382 of the City of Ketchum. The Ketchum Planning and Zoning Commission recommends to the Ketchum City Council based on seventeen (17) evaluation standards contained in the Ordinance. The Ketchum City Council upon receipt of the recommendation takes final action on the application.

The property is zoned General Residential - Low Density (GR-L) Zoning District which permits on a conditional use basis a P.U.D. as well as townhouse development. The applicant is requesting a modification to Section 7A.1(4) of Zoning Ordinance Number 208 which limits townhouse development in the GR-L Zoning District to single buildings containing two (2) townhouse units, or duplex structures. The modification if allowed through the P.U.D. Ordinance Number 382 would provide for the detached, single family units as proposed.

As part of the P.U.D. the preliminary plat of the twenty-six (26) townhouse sub-lots is proposed. If approved, that preliminary plat will be the basis for all future final plat approvals of each of the townhouse units as they are completed. The applicants are requesting that the year limit on such preliminary plat approval be extended to three (3) years to accommodate the proposed phasing schedule.

The proposed phasing is that site improvements, including roads, utilities, partial landscaping, and eight (8) units be completed during 1989. One unit exists on the property presently. Eight (8) additional uses are proposed to be built in 1990 and nine (9) for 1991.

The Ketchum Planning and Zoning Commission will conduct its design review of each unit proposed in the P.U.D. at this meeting. The applicants are requesting that the approval period be extended from six (6) months to three (3) years to accommodate the proposed phasing of the project. Should there be any change to the project or design of the units after approval is granted, those changes would have to be re-submitted and reviewed by the City before approved.

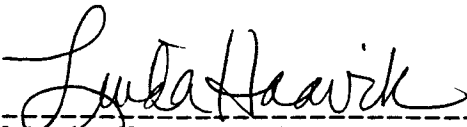
Copies of the plans for the P.U.D. and for the design review of the dwelling units may be reviewed in City Hall by contacting the Planning Department.

NOTICE IS FURTHER GIVEN that at the aforementioned time and place, all interested persons may appear and shall be given an opportunity to comment on the matter stated above.

Comments and questions prior to the hearing should be directed to the Ketchum Planning Department. Written comments received prior to the hearing shall be made part of the public record at the hearing.

BY ORDER OF THE KETCHUM PLANNING AND ZONING COMMISSION.

DATED this 31st day of March, 1989.

  
-----  
Linda Haavik, Planning and  
Zoning Administrator

Publish: April 5, 1989  
Idaho Mountain Express  
P.O. Box 1013  
Ketchum, Idaho 83340

DSK Partners  
c/o Ron Sharp  
P.O. Box 1440  
Sun Valley, Idaho 83353

Bailey Taplin  
20621 Goshawk Lane  
Huntington Beach, CA 92646

Steamboat Bay Development  
P.O. Box 2121  
Sun Valley, Idaho 83353

Richard & Shirley Metz  
34677 Camino Capistrano  
Capistrano Beach, CA 92624

Robert Monge  
c/o Tom Monge  
P.O. Box 307  
Sun Valley, Idaho 83353

Joe Henderson, etux  
1950 Miller Ave.  
Burley, Idaho 83318

Ski Resort Development Corp.  
150 White Plains Rd.  
Tarrytown, NY 10591

Gladys Wingate  
P.O. Box 58  
Ketchum, Idaho 83340

Richard Walton  
1790 Alta Vista Dr.  
Vista, CA 92083

Janice Corkery  
P.O. Box 1063  
Ketchum, Idaho 83340

Michael McCray  
P.O. Box 2354  
Ketchum, Idaho 83340

Barry Luboviski  
Janet Wygle  
P.O. Box 1172  
Ketchum, Idaho 83340

Maria Schenkel  
P.O. Box 142  
Ketchum, Idaho 83340

Dale Hobson  
615 Opal St.  
Boise, Idaho 83705

MMS Investments  
P.O. Box 1440  
Sun Valley, Idaho 83353

Paul & Chris Potters  
P.O. Box 416  
Ketchum, Idaho 83340

William & Lisel Irons  
1127 Fierro Dr.  
Ojai, CA 93023

Alan & Elaine Durkheimer  
P.O. Box 2321  
Ketchum, Idaho 83340

Barbara Bowen  
Michael Cullen  
313 Granite St.  
Ashland, OR 97520

Suzanne Werner  
P.O. Box 1309  
Sun Valley, Idaho 83353

Barbara McQueen  
P.O. Box 702  
Bellevue, Idaho 83313

William & Margaret Orr  
19470 Sunshine Way  
Bend, OR 97702

Norman & Charlene Daluiso  
P.O. Box 3013  
Ketchum, Idaho 83340

Christopher Negreponte  
Paul Negreponte  
P.O. Box 2277  
Ketchum, Idaho 83340

Robert Silacci  
Gary Grimes  
Steve Silacci  
P.O. Box 1540  
Ketchum, Idaho 83340

Candice Anderson  
P.O. Box 3784  
Ketchum, Idaho 83340

Charles & Joan Scherban  
Harry & Sandra Balmer, IV  
P.O. Box 3326  
Ketchum, Idaho 83340

Sander, Steen, Charon  
P.O. Box 1382  
Sun Valley, Idaho 83353

Kevin & Sharon Sosch  
2815 Monte Cresta  
Belmont, CA 94002

Michael & Jane Donovan  
P.O. Box 235  
Ketchum, Idaho 83340

Phyllis Hall  
c/o Havenhall Management  
650 Sepulveda Blvd., Ste. 3  
Los Angeles, CA 90049

Charles Webb, etux  
P.O. Box 892  
Sun Valley, Idaho 83353

Frank & Kate Gleeson  
2800 Breezy Heights Rd.  
Wayzata, MN 55391

Marshall & Pricilla White, Jr.  
214 Williams  
Ketchum, Idaho 83340

Idaho Mountain Express  
P.O. Box 1013  
Ketchum, Idaho 83340

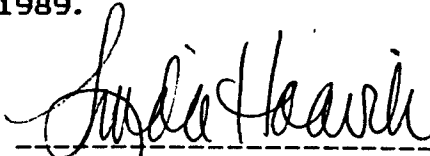
CERTIFICATION OF MAILING

I, LINDA HAAVIK, the Planning and Zoning Administrator of the City of Ketchum, Idaho, hereby certify that I did on the 31st day of March, 1989, mail a copy of the Notice of Public Hearing upon the applications of DSK PARTNERS for a Conditional Use Permit for a Planned Unit Development and for design review to the attached list of property owners and newspaper:

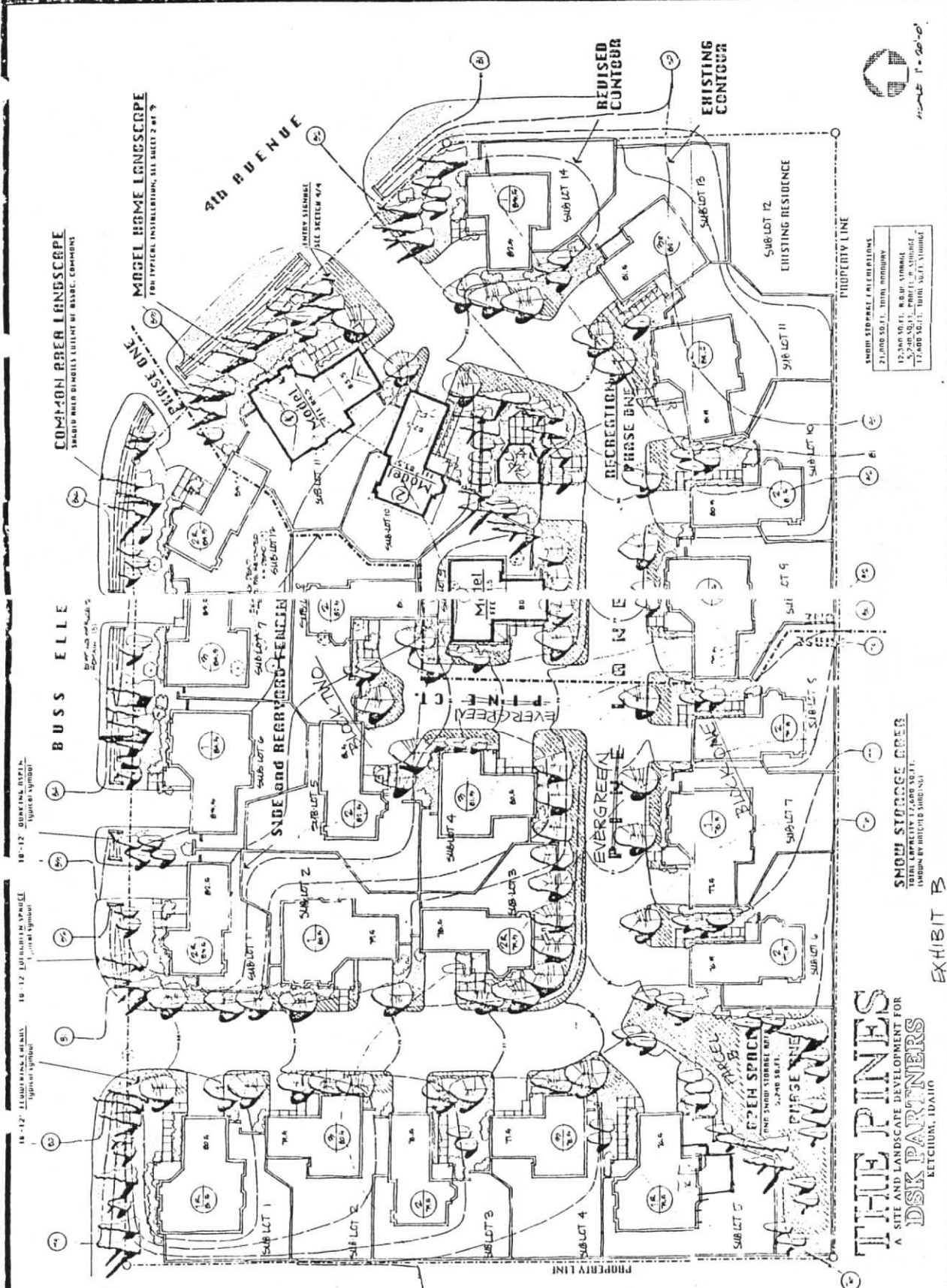
I, FURTHER, CERTIFY that the cost of processing these applications for hearing before the Ketchum Planning and Zoning Commission is as follows:

Notices	35 at .20 each	\$ 7.00
Postage	35 at .25 each	8.75
Publication		74.75
Administration Fees:		
2-lot Large Block Subdivision Plat		300.00
26-lot Townhouse Plat (PUD) (Paid 3-2-89)		(3,900.00)
PUD Conditional Use Permit Application		125.00
Design Review of 25 Townhouse Units		<u>1,000.00</u>
	TOTAL DUE	\$1,515.50

CERTIFIED this 31st day of March, 1989.

  
-----  
Linda Haavik  
Planning and Zoning  
Administrator

Attachment E  
Pines Master Plan



18-12' BURNING SPUR  
 (typical symbol)

18-12' BURBANK SPUR  
 (typical symbol)

18-12' LEWIS SPUR  
 (typical symbol)

SHOW STORAGE PLACEMENTS

21,000 SQ. FT. TOTAL STORAGE
12,000 SQ. FT. W.D. STORAGE
5,000 SQ. FT. PAPER STORAGE
4,000 SQ. FT. BOOK STORAGE

SHOW STORAGE PER  
 TOTAL CAPACITY TO BE 21,000 SQ. FT.  
 (BASED ON 100% OCCUPANCY)

**THE PINES**  
 A SITE AND LANDSCAPE DEVELOPMENT FOR  
**DSK PARTNERS**  
 LETCHUM, IDAHO

EXHIBIT B

# Attachment F

## 6/14/2022 PUD Evaluation Standards

**Planned United Development Standards**

Planned Unit Developments: 16.08.080 – Standards:				
Yes	No	N/A	City Code	City Standards and <i>Staff Comments</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.08.080 A	<p>Minimum lot size of three acres. All land within the development shall be contiguous except for intervening waterways. Parcels that are not contiguous due to intervening streets are discouraged. However, the commission and the council may consider lands that include intervening streets on a case by case basis. The commission may recommend waiver or deferral of the minimum lot size, and the council may grant such waiver or deferral only for projects which:</p> <ol style="list-style-type: none"> <li>1. Include a minimum of 30 percent of community or employee housing, as defined in section 16.08.030 of this chapter;</li> <li>2. Guarantee the use, rental prices or maximum resale prices based upon a method proposed by the applicant and approved by the Blaine County Housing Authority and/or the Ketchum City Council; and</li> <li>3. Are on parcels that are no less than one and one-half acres (65,340 square feet). Application for waiver or deferral of this criteria shall include a description of the proposed community or employee housing and the proposed guarantee for the use, rental cost or resale cost.</li> <li>4. For a hotel which meets the definition of "hotel" in section 17.08.020, "Terms defined", of this Code, and conforms to all other requirements of section 17.18.130, "Community Core District (CC)", or section 17.18.100, "Tourist District (T)", of this Code. Waivers from the provisions of section 17.18.130 of this Code may be granted for hotel uses only as outlined in section 17.124.040 of this Code. Waivers from the provisions of section 17.18.100 of this Code may be granted for hotel uses only as outlined in section 17.124.040 of this Code.</li> </ol>
			<i>Staff Comment</i>	<i>The subject property is currently within the Pines PUD which has a lot area greater than three (3) acres. The applicant is requesting a modification to the existing PUD.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.08.080 B	<p>The proposed project will not be detrimental to the present and permitted uses of surrounding areas.</p>
			<i>Staff Comment</i>	<i>The subject property is currently zoned General Residential – Low Density (GR-L) and exists as a single family residence. Other properties adjacent to the subject property and across Fourth Avenue are zoned the same and have either single family homes or duplexes.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.08.080 C	<p>The proposed project will have a beneficial effect not normally achieved by standard subdivision development.</p>
				<i>The proposed project is not proposing a subdivision development.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.08.080 D	<p>The development shall be in harmony with the surrounding area.</p>
			<i>Staff Comment</i>	<i>The subject property is currently zoned General Residential – Low Density (GR-L) and exists as a single family residence. Other properties adjacent to the subject property and across Fourth Avenue are zoned the same and have either single family homes or duplexes. Staff has requested the commission determine if proposed addition is in harmony with the Pines PUD.</i>



<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.08.080 E (1)	<p>Densities and uses may be transferred between zoning districts within a PUD as permitted under this chapter, provided, the aggregate overall allowable density of units and uses shall be no greater than that allowed in the zoning district or districts in which the development is located. Notwithstanding the above, the commission may recommend waiver or deferral of the maximum density and the council may grant additional density above the aggregate overall allowable density only for projects which construct community or employee housing and which:</p> <p>a. Include a minimum of 30 percent of community or employee housing, as defined in section 16.08.030 of this chapter; and</p> <p>b. Guarantee the use, rental prices or maximum resale prices thereof based upon a method proposed by the applicant and approved by the Blaine County Housing Authority and/or the Ketchum City Council.</p>
			<i>Staff Comment</i>	<i>Densities are not proposed to be transferred.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.08.080 E (2)	<p>Application for waiver or deferral of this criteria shall include a description of the proposed community or employee housing and the proposed guarantee for the use, rental cost or resale cost.</p>
			<i>Staff Comment</i>	<i>No waiver requested as density transfer not being proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.08.080 F	<p>The proposed vehicular and nonmotorized transportation system:</p> <ol style="list-style-type: none"> <li>1. Is adequate to carry anticipated traffic consistent with existing and future development of surrounding properties.</li> <li>2. Will not generate vehicular traffic to cause undue congestion of the public street network within or outside the PUD.</li> <li>3. Is designed to provide automotive and pedestrian safety and convenience.</li> <li>4. Is designed to provide adequate removal, storage and deposition of snow.</li> <li>5. Is designed so that traffic ingress and egress will have the least impact possible on adjacent residential uses. This includes design of roadways and access to connect to arterial streets wherever possible, and design of ingress, egress and parking areas to have the least impact on surrounding uses.</li> <li>6. Includes the use of buffers or other physical separations to buffer vehicular movement from adjacent uses.</li> <li>7. Is designed so that roads are placed so that disturbance of natural features and existing vegetation is minimized.</li> <li>8. Includes trails and sidewalks that create an internal circulation system and connect to surrounding trails and walkways.</li> </ol>
			<i>Staff Comment</i>	<i>There will be no changes to the vehicular and nonmotorized transportation system.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.08.080 G	<p>The plan is in conformance with and promotes the purposes and goals of the comprehensive plan, zoning ordinance, and other applicable ordinances of the City, and not in conflict with the public interest:</p> <ol style="list-style-type: none"> <li>1.</li> </ol>

				<p>Pursuant to subsection 16.08.070.D of this chapter, all of the design review standards in chapter 17.96 of this Code shall be carefully analyzed and considered. This includes detailed analysis of building bulk, undulation and other design elements. The site plan should be sensitive to the architecture and scale of the surrounding neighborhood.</p> <p>2. The influence of the site design on the surrounding neighborhood, including relationship of the site plan with existing structures, streets, traffic flow and adjacent open spaces, shall be considered.</p> <p>3. The site design should cluster units on the most developable and least visually sensitive portion of the site.</p>
			<i>Staff Comment</i>	<i>To be determined by the Commission</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.08.080 H	<b>The development plan incorporates the site's significant natural features.</b>
			<i>Staff Comment</i>	<i>Several trees which were situated on the northern side of the subject property have recently been removed. Due to the Pines PUD establishing this as a gateway to the project, the Commission must determine if the proposed addition meets this standard.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.08.080 I	<b>Substantial buffer planting strips or other barriers are provided where no natural buffers exist.</b>
			<i>Staff Comment</i>	<i>The east side of the property currently has a row of aspen trees to shield view of the PUD from 4<sup>th</sup> Avenue &amp; Williams St. As stated above, the northern side of the subject property used to contain evergreen trees to create a gateway to the development. The Commission must determine if this finding can be made.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.08.080 J	<b>Each phase of such development shall contain all the necessary elements and improvements to exist independently from proposed future phases in a stable manner.</b>
			<i>Staff Comment</i>	<i>The proposed project will be completed in one phase.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.08.080 K	<b>Adequate and usable open space shall be provided. The applicant shall dedicate to the common use of the homeowners or to the public adequate open space in a configuration usable and convenient to the residents of the project. The amount of usable open space provided shall be greater than that which would be provided under the applicable aggregate lot coverage requirements for the zoning district or districts within the proposed project. Provision shall be made for adequate and continuing management of all open spaces and common facilities to ensure proper maintenance.</b>
			<i>Staff Comment</i>	<i>The Pines PUD was approved with more open space than otherwise would be required for development in the GR-L District. This open space was a tradeoff for waivers to reduce required building setbacks for some properties. The Commission must determine if the addition and reduction of open space is consistent with the PUD.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.08.080 L	<b>Location of buildings, parking areas and common areas shall maximize privacy within the project and in relationship to adjacent properties and protect solar access to adjacent properties.</b>
			<i>Staff Comment</i>	<i>A majority of the addition will be located on the northern side of the subject property. No other lots are adjacent to this portion of the project. The southern portion of the subject property is where the proposed storage room would be located. This proposed addition is located 5ft from the sub lot line. A fence also exists between the subject property and property to the south.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.08.080 M	<b>Adequate recreational facilities and/or daycare shall be provided. Provision of adequate on site recreational facilities may not be required if it is found that the</b>

				<p>project is of insufficient size or density to warrant same and the occupant's needs for recreational facilities will be adequately provided by payment of a recreation fee in lieu of such facilities to the City for development of additional active park facilities. On site daycare may be considered to satisfy the adequate recreational facility requirement or may be required in addition to the recreational facilities requirement.</p>
			<i>Staff Comment</i>	<i>The proposed project is on an existing lot and is not proposing a new development which would require recreational facilities.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.08.080 N	<p><b>There shall be special development objectives and special characteristics of the site or physical conditions that justify the granting of the PUD conditional use permit.</b></p>
			<i>Staff Comment</i>	<i>The special objective of the original PUD was to create a cohesive and planned development with a consistent development pattern. The Commission must determine if this addition is in keeping with the design objectives of the PUD development.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.08.080 O	<p><b>The development will be completed within a reasonable time.</b></p>
			<i>Staff Comment</i>	<i>The proposed project should be completed within one building season.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.08.080 P	<p><b>Public services, facilities and utilities are adequate to serve the proposed project and anticipated development within the appropriate service areas.</b></p>
			<i>Staff Comment</i>	<i>The existing lot is a single family residence which will not change. Existing public services will not be significantly impacted from the proposed addition.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.08.080 Q	<p><b>The project complies with all applicable ordinances, rules and regulations of the City of Ketchum, Idaho, except as modified or waived pursuant to this section.</b></p>
			<i>Staff Comment</i>	<i>The proposed project will require PUD amendment and building permit approval by the City. All applicable ordinances, rules and regulations of the City of Ketchum will be complied with through these processes.</i>

Attachment G  
6/14/2022 Public Comment

**From:** [Participate](#)  
**To:** [Suzanne McCollum](#)  
**Subject:** FW: Conditional Use Permit application for 402 Evergreen at the entrance to the Pines HOA townhouses  
**Date:** Monday, July 18, 2022 9:46:47 AM

---

**LISA ENOURATO | CITY OF KETCHUM**

**Public Affairs & Administrative Services Manager**

P.O. Box 2315 | 191 Fifth St. W. | Ketchum, ID 83340

o: 208.726.7803 | f: 208.726.7812

[lenourato@ketchumidaho.org](mailto:lenourato@ketchumidaho.org) | [www.ketchumidaho.org](http://www.ketchumidaho.org)

---

**From:** Linda M Lynch <oohbayb@gmail.com>  
**Sent:** Sunday, July 17, 2022 8:02 PM  
**To:** Participate <participate@ketchumidaho.org>  
**Subject:** Conditional Use Permit application for 402 Evergreen at the entrance to the Pines HOA townhouses

Ketchum Department of Planning and Building:

Ketchum Planning Commission ( public hearing July 26<sup>th</sup> at 4:30 PM )

Regarding the above mentioned Pines HOA townhouse residence:

The majority of the addition will be built on the front yard greenbelt area at the corner entrance to the Pines. The Pines C, C & R's prohibit structures on the front yards facing Evergreen Lane as these areas are considered common area of the Pines PUD. That is why all front yards facing Evergreen Lane are maintained by the HOA. The scope of this addition at the entrance to the Pines could be considered a negative impact on the Pines development as a result of architectural non-conformity and a significant reduction of the greenbelt area at the entrance to the Pines. Therefore I do not want this request for the addition granted.

I am a resident of the Pines HOA & live at 611 4th Ave N, Ketchum

Linda

M Lynch

**From:** [Participate](#)  
**To:** [Suzanne McCollum](#)  
**Subject:** FW: Oppose conditional use permit for 402 Evergreen Lane home addition  
**Date:** Monday, July 18, 2022 12:53:19 PM

---

**LISA ENOURATO | CITY OF KETCHUM**

**Public Affairs & Administrative Services Manager**

P.O. Box 2315 | 191 Fifth St. W. | Ketchum, ID 83340

o: 208.726.7803 | f: 208.726.7812

[lenourato@ketchumidaho.org](mailto:lenourato@ketchumidaho.org) | [www.ketchumidaho.org](http://www.ketchumidaho.org)

---

**From:** Kendall Nelson <kendalltnelson@gmail.com>  
**Sent:** Monday, July 18, 2022 12:06 PM  
**To:** Participate <participate@ketchumidaho.org>  
**Subject:** Oppose conditional use permit for 402 Evergreen Lane home addition

Dear Department of Planning and Building,

I am writing to let you know I am OPPOSED to the building application to build an addition at 402 Evergreen Lane at the entrance of the Pines subdivision. The scope of this addition at the entrance to the Pines would be a negative impact on the Pines development as a result of architectural non-conformity and a significant reduction of the greenbelt area at the entrance to the Pines.

Additionally, our CCR's clearly prohibit such structures/additions. Please respect the other homeowners and deny this application.

Thank you for your kind consideration,

Kendall Nelson  
Pines Homeowner, 508 Evergreen Lane

**From:** [Participate](#)  
**To:** [Suzanne McCollum](#)  
**Subject:** FW: July 26, 2022 meeting regarding The Pines, 402 Evergreen Lane addition  
**Date:** Monday, July 18, 2022 9:46:37 AM

---

**LISA ENOURATO | CITY OF KETCHUM**

**Public Affairs & Administrative Services Manager**

P.O. Box 2315 | 191 Fifth St. W. | Ketchum, ID 83340

o: 208.726.7803 | f: 208.726.7812

[lenourato@ketchumidaho.org](mailto:lenourato@ketchumidaho.org) | [www.ketchumidaho.org](http://www.ketchumidaho.org)

---

**From:** Mark Neumann <mark\_a\_neumann@hotmail.com>  
**Sent:** Monday, July 18, 2022 7:32 AM  
**To:** Participate <participate@ketchumidaho.org>  
**Cc:** 'rogerbergdahl@gmail.com' <rogerbergdahl@gmail.com>; Ryan Still <ryan@thomasjohnston.com>; Deidre Engelman <dlengelman@hotmail.com>  
**Subject:** July 26, 2022 meeting regarding The Pines, 402 Evergreen Lane addition

Dear City Planning Department,

I live in the Pines, 504 Evergreen Lane and would like to see the amended building addition plans be sent back to Pines HOA board for review as the original plans of approximately 2 years or so ago were approved, but not the amended and updated plans. In my perspective this would be the appropriate course of action. I also think an experienced real estate attorney can help guide our HOA to a proper decision.

Though, it appears that the addition does not conform to the Pines HOA CC&R's per paragraph 1.10 of the attached Pines CC&R's stipulates **“Front Yard Areas (a defined term) shall hereinafter initially mean and refer to that portion of a Lot that is facing the Private Road or other street, unobstructed by any fence or structure.”** So, it appears that the building expansion into the Front Yard violates The Pines H.O.A CC&R's.

I believe it would be beneficial to have this reviewed by a real estate attorney with P.U.D. HOA experience to help us with an informed decision. It is my understanding that P.U.D.s act more like a condominium association than a single-family dwelling property, therefore front yard common areas, which are maintained by the H.O.A. are not to have any building or structure in the space. It is my understanding that the P.U.D. maintains an equal use of space for all homeowners and not case by case circumstances based on frontage space, similar to that of a townhouse or condominium P.U.D.

Anyway, I think it best to have this updated plan reviewed by the HOA board and a real estate attorney with P.U.D. experience. This would help simplify the decision and process for HOA board and homeowner. Then an appropriate decision can be made one way or the other.

Sincerely,  
Mark Neumann



**From:** [Participate](#)  
**To:** [Suzanne McCollum](#)  
**Subject:** FW: The Pines - Public Meeting | Object to CUP P22-033  
**Date:** Tuesday, July 19, 2022 4:37:31 PM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[image005.png](#)

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**LISA ENOURATO | CITY OF KETCHUM**

Public Affairs & Administrative Services Manager  
P.O. Box 2315 | 191 Fifth St. W. | Ketchum, ID 83340  
o: 208.726.7803 | f: 208.726.7812  
[lenourato@ketchumidaho.org](mailto:lenourato@ketchumidaho.org) | [www.ketchumidaho.org](http://www.ketchumidaho.org)

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**From:** Jon Pharris <[jon@caprock-partners.com](mailto:jon@caprock-partners.com)>  
**Sent:** Tuesday, July 19, 2022 2:52 PM  
**To:** Participate <[participate@ketchumidaho.org](mailto:participate@ketchumidaho.org)>  
**Subject:** The Pines - Public Meeting | Object to CUP P22-033

Ketchum Department of Planning and Building  
P.O. Box 2315  
Ketchum, Idaho 83340

RE: Conditional Use Permit P22-033  
402 Evergreen Lane Building Expansion

Dear Planning Commissioners,

We are the owners of 507 Evergreen Lane in The Pines PUD project and as such we object to the proposed building addition to 402 Evergreen Lane and their proposed Conditional Use Permit application. Our concerns are as follows:

1. PUD developments such as the Pines PUD typically provide for consistent and conforming building design and footprints throughout the project.
2. From inspection of the proposed elevations and building plans we believe the proposed design and size are inconsistent with the overall architectural integrity of the Pines development.
3. The proposed addition will increase the building square footage by 32% which goes beyond the purview of the Pines PUD development.
4. The proposed addition will remove a significant portion of the greenbelt at the South corner of The Pines entrance from Fourth Street which will create an unbalanced landscape element at the main gateway to the Pines. As it is, three beautiful mature evergreen trees have ALREADY been by the applicant.
5. If a Conditional Use Permit for the addition is approved a precedent will be set for other home additions which would further detract from the Pines architectural integrity.
6. All these issues subtract from the harmonious look and feel of the Pines development and can negatively affect property values in The Pines.
7. Modifications dated March 19, 2022 have been made to the proposed building expansion plans which may not have been seen or approved by the Pines HOA board.

**And, Paragraph 1.10 of the attached Pines CC&R's stipulates "Front Yard Areas (a defined term) shall hereinafter initially mean and refer to that portion of a Lot that is facing the Private Road or other street, unobstructed by any fence or structure." Thus, it appears that the building expansion into the Front Yard violates The Pines HOA CC&Rs.**

For all of these reasons, I strongly urge the commissioners to **NOT** approve the CUP.

Thank you,



**Jon Pharris**  
CO-FOUNDER & PRESIDENT

[jon@caprock-partners.com](mailto:jon@caprock-partners.com) | [www.caprock-partners.com](http://www.caprock-partners.com)



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**From:** [Participate](#)  
**To:** [Suzanne McCollum](#)  
**Subject:** FW: 402 Evergreen encroachment  
**Date:** Tuesday, July 19, 2022 4:37:02 PM

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LISA ENOURATO | CITY OF KETCHUM  
Public Affairs & Administrative Services Manager  
P.O. Box 2315 | 191 Fifth St. W. | Ketchum, ID 83340  
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lenourato@ketchumidaho.org | www.ketchumidaho.org

-----Original Message-----

From: Hillary Ridland <HIC007@ridland.net>  
Sent: Tuesday, July 19, 2022 12:55 PM  
To: Participate <participate@ketchumidaho.org>  
Cc: Robert Ridland <robert@ridland.net>  
Subject: 402 Evergreen encroachment

Hello,

My husband and I own the home at 401 Evergreen and have strong objections regarding the Conditional Use Permit at 402 Evergreen. While we have not seen the plans as of yet, 620 additional sq feet of house right in front of us is not acceptable. Our home value will be affected as will the beautiful entrance to The Pines. In addition, our CC&R's don't allow it! I request you hold hard before permitting this to take places and look into what may follow if you grant this permit. I am available at any time to discuss.

949-633-4040

Hillary Ridland

Robert Ridland

Sent from  
H Paige 007

**From:** [Participate](#)  
**To:** [Suzanne McCollum](#)  
**Subject:** FW: Conditional use permit for 402 Evergreen Lane  
**Date:** Monday, July 18, 2022 11:38:11 AM

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LISA ENOURATO | CITY OF KETCHUM  
Public Affairs & Administrative Services Manager  
P.O. Box 2315 | 191 Fifth St. W. | Ketchum, ID 83340  
o: 208.726.7803 | f: 208.726.7812  
lenourato@ketchumidaho.org | www.ketchumidaho.org

-----Original Message-----

From: Mary Ann Timbuck <timbuckrivera@yahoo.com>  
Sent: Monday, July 18, 2022 10:50 AM  
To: Participate <participate@ketchumidaho.org>  
Subject: Conditional use permit for 402 Evergreen Lane

Mary Ann and Lyle Rivera, address 510 Evergreen Lane, want to go on record as AGAINST the Conditional Use Permit for a building addition at 402 Evergreen Ln.  
The Pines CC&Rs prohibit a structure like this and we feel it would be detrimental to the Pines community .  
Thank you, Lyle and Mary Ann Rivera  
Sent from my iPhone

**From:** [Participate](#)  
**To:** [Adam Crutcher](#)  
**Subject:** Fwd: 402 Evergreen Lane  
**Date:** Monday, July 18, 2022 6:20:55 PM

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FYI—for the project file.

Begin forwarded message:

**From:** Marnie <mholen@comcast.net>  
**Date:** July 18, 2022 at 3:42:17 PM MDT  
**To:** Participate <participate@ketchumidaho.org>  
**Subject:** 402 Evergreen Lane

Dear Building Department,

I am a Pines owner, 100 Buss Elle and I do not agree with the addition to 402 Evergreen Lane.

As a former architect; setbacks are designed to keep distance between neighbors, for safety, for green space and conservation of land. It's one thing to apply for a variance on your own property, and something completely different when they were asking to use green space allotted to the whole Pines neighborhood. We were never asked as an entire neighborhood how we felt about this. It is my understanding that a small subcommittee gave approval. I'm also wondering about the trees cut down on this lot as well.

I am one of the longest owners in the Pines. I think I have owned it 20 years and I grew up in Ketchum. What I love about the Pines; is that the homes are small, tasteful, not overbearing to their lots and they are all about the same size. This makes property values and resale equal amongst us.

If you can't build a big enough house for your needs within your own building envelope, then find a bigger home somewhere else. The rest of us aren't taking neighborhood land to extend our homes.

Thanks for your time, Marnie Holen

Sent from my iPhone

July 18, 2022

Ketchum Department of Planning and Building  
P.O. Box 2315  
Ketchum, Idaho 83340

**RE: Conditional Use Permit P22-033  
402 Evergreen Lane Building Expansion**

Dear Commissioners,

We are the owners of 416 Evergreen Lane in The Pines PUD project and as such we object to the proposed building addition to 402 Evergreen Lane and the Conditional Use Permit application. Our concerns are as follows: 1.) PUD developments such as the Pines PUD typically provide for consistent and conforming building design and footprints throughout the project. 2.) From inspection of the proposed elevations and building plans we believe the proposed design and size are inconsistent with the overall architectural integrity of the Pines development. 3.) The proposed addition will increase the building square footage by 32% which goes beyond the purview of the Pines PUD development. 4.) The proposed addition will remove a significant portion of the greenbelt at the South corner of The Pines entrance from Fourth Street which will create an unbalanced landscape element at the main gateway to the Pines. As it is, three mature evergreen trees have been removed by the applicant. 5.) If a Conditional Use Permit for the addition is approved a precedent will be set for other home additions which would further detract from the Pines Architectural integrity. 6.) All these issues subtract from the harmonious look and feel of the Pines development and can possibly have a negative effect on property values in The Pines.

7.) Furthermore paragraph 1.10 of the attached Pines C, C & R's stipulates "**Front Yard Areas (a defined term) shall hereinafter initially mean and refer to that portion of a Lot that is facing the Private Road or other street, unobstructed by any fence or structure.**" So, it appears that the building expansion into the Front Yard violates The Pines HOA C, C, & R's. 8.) Finally, modifications dated March 19, 2022 have been made to the proposed building expansion plans which may not have been seen or approved by the Pines HOA board.

Thank you for your consideration of our concerns. If you have any questions regarding the aforementioned, please call us at 208-726-2106 or send an email to [jim.biondi@nmrk.com](mailto:jim.biondi@nmrk.com).

Sincerely,

James and Jean Biondi  
416 Evergreen Lane  
Ketchum, ID 83340

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR THE PINES

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this 13th day of November, 1989, by DEVELOPMENT ASSOCIATES (hereinafter referred to as "Declarant").

RECITALS

A. Declarant is the owner in fee of all of the following described real property (the "Property") situated in the County of Blaine, State of Idaho, to-wit:

The Pines P.U.D., Ketchum, Idaho, defined as Lots 1 through 14 inclusive, Block 2 and Lots 1 through 12 inclusive, Block 1, and Outlots A & B, T4N, R17E, Boise Meridian, Blaine County, Idaho.

B. Declarant desires to establish on the Property a residential community which is designed to maximize the use of available land and which contains residential dwelling units thereon known as "zipper lot" homes, with open spaces, private roads and drives and parking areas created for the benefit of said community through the granting of specific rights, privileges and easements of enjoyment which may be shared and enjoyed by all the residents thereof.

C. Declarant desires to assure the attractiveness of the individual lots and common facilities within the Property; to prevent any future impairment thereof; to prevent nuisances; to preserve, protect and enhance the values and amenities of the Property; and to provide for the maintenance of said open spaces, private drives and parking areas. In order to achieve these objectives, the Declarant is desirous of subjecting the Property to the covenants, conditions, restrictions, easements, charges and liens set forth herein, each and all of which is and are for the benefit of the Property and each Owner thereof.

D. In order to preserve, protect and enhance the values and amenities of the Property, and to assure the residents' enjoyment of the rights, privileges and easements granted herein, the Declarant has deemed it desirable to create an organization, which shall be delegated and assigned the powers of owning, controlling, and administering all or various portions of the Property, and also administering and enforcing the covenants and restrictions herein set forth, together with collecting, dispersing and accounting for the assessments and charges herein contemplated. To this end, the Declarant has caused to be incorporated under the laws of the State of Idaho, a non-profit corporation, The Pines Homeowners Association.



SECTION I  
DEFINITIONS

1.1 Association. "Association" shall hereinafter mean and refer to The Pines Homeowners Association, an Idaho non-profit corporation, its successors and assigns. The Association shall act by and through its Board of Directors and its elected officers.

1.2 Board. "Board" shall hereinafter mean and refer to the Board of Directors of the Association.

1.3 Class I Lot. "Class I Lot" shall hereinafter mean and refer to any Lot owned by any Owner other than the Declarant.

1.4 Class II Lot. "Class II Lot" shall hereinafter mean and refer to any Lot owned by the Declarant.

1.5 Common Area. "Common Area" shall hereinafter mean and refer to those parcels of real property identified as Outlots 1 and 2 on the plat for The Pines, as recorded in the office of the Clerk and Recorder of Blaine County, Idaho. The term "Common Area" shall include all common parking areas for the use of Owners, their guests and invitees, detention and snow removal areas, cabana and deck.

1.6 Common Fence. "Common Fence" shall hereinafter mean and refer to any fence erected as part of the original construction or as a subsequent replacement therefor, other than a Private Yard Fence, which separates Lots from one another along property lines; except for the situation that arises when a windowless exterior wall of the Residence faces the living area of an adjacent Residence. Whenever this situation occurs, the alignment of the common Fence shall deviate from the Property line in order to attach to the windowless exterior wall, thereby creating a special use easement for the benefit of the adjacent Resident. Such fences are depicted on the Plat of The Pines, recorded in the County of Blaine, State of Idaho.

1.7 Common Fence Owner. "Common Fence Owner" shall hereinafter mean and refer to an Owner of a Residence appurtenant to which is a Common Fence.

1.8 Declarant. "Declarant" shall hereinafter mean and refer to Development Associates, and its successors and assigns.

1.9 Declaration. "Declaration" shall hereinafter mean and refer to this Declaration of Covenants, Conditions and Restrictions.

1.10 Front Yard Areas. "Front Yard Areas" shall hereinafter initially mean and refer to that portion of a Lot that is facing the Private Road or other street, unobstructed by any fence or structure.

1.11 Lot. "Lot" shall hereinafter initially mean and refer to The Pines P.U.D., Lots 1 to 14, Block 2; and Lots 1 to 12, Block 1; located on the Plat for The Pines, as recorded in the office of the Clerk and Recorder of Blaine County, Idaho, subject to lot line modification by the Declarant pursuant to Article 2.42 of ordinance 316, Subdivision Ordinance of Ketchum, Idaho, prior to closing individual lots; and shall include any Residence constructed thereon. "Lot" shall hereinafter also mean and refer to any platted lot located within the Property.

1.12 Mortgage. "Mortgage" shall mean any mortgage, deed of trust, or other document pledging a Lot as security for the payment of a debt or obligation.

1.13 Mortgagee. "Mortgagee" shall mean any person, corporation, partnership, trust, company or other legal entity which takes, holds, owns, or is secured by a mortgage.

1.14 Motor Vehicle. "Motor Vehicle" shall mean passenger vehicles and pick-up trucks up to 3/4 ton G.V.W.

1.15 Outlot. "Outlot" shall hereinafter initially mean and refer to Outlot A, B and Lot 12 of Block 2 in the plat for The Pines, as recorded in the office of the Clerk and Recorder of Blaine County, Idaho. Outlots A and B shall initially consist of the Recreation Facility and snow storage detention area and Lot 12 of Block 2 shall consist of an existing single family structure and shall not be subject to this Declaration.

1.16 Owner. "Owner" shall hereinafter mean and refer to any record owner, whether a natural person or an entity, of a fee simple title interest (including a contract seller and excluding a contract purchaser) to any Lot; but excluding, however, any such record owner having such an interest therein merely as a Mortgagee. When a person who is an Owner conveys or otherwise assigns of record his fee simple title interest to a Lot, then, retroactive to the date of such conveyance or assignment, such person shall thereafter cease to be an Owner; provided, however, the foregoing shall not in any way extinguish or otherwise void any unsatisfied obligation of such person which existed at the time of such conveyance or assignment, specifically including without limiting the generality of the foregoing, any unsatisfied obligation to pay Association assessments.

1.17 Private Yard Fence. "Private Yard Fence" shall hereinafter mean and refer to any fence erected as a part of the original construction, or as a subsequent replacement therefor,

which connects two Residences and which separates the front yard of both Residences from the side or backyard of either Residence.

1.18 Private Yard Fence Owner. "Private Yard Fence Owner" shall hereinafter mean and refer to the Owner of a Residence whose side or backyard faces a Private Yard Fence.

1.19 Property. "Property" shall hereinafter mean and refer to the following-described real property, to-wit:

The Pines P.U.D., Ketchum, Idaho, defined as Lots 1 through 14 inclusive, Block 2 and Lots 1 through 12 inclusive, Block 1, and Outlots A & B, T4N, R17E, Boise Meridian, Blaine County, Idaho.

1.20 Residence. "Residence" shall hereinafter mean and refer to a single-family home or other similar single-family residential unit constructed upon a Lot for the permanent occupancy of an Owner and his or her family.

SECTION II  
OWNER'S PROPERTY RIGHTS IN COMMON AREA  
AND ON PRIVATE ROADS

2.1 Easements of Enjoyment, Ingress and Egress. Every Owner shall have, in conjunction with all other Owners, a right and easement of enjoyment in and to the Common Area and a right and easement of ingress and egress upon and across the Common Area and Private Roads for the purpose of getting to and from such Owner's Lot, which rights and easements shall be appurtenant to and pass with the conveyance of title to the Owner's Lot and Residence; provided, however, that such rights and easement shall be subject to the following:

2.1.1 The covenants, conditions, restrictions, easements, reservations and other provisions contained in this Declaration and contained in the plat of the Property recorded in the office of the Clerk and Recorder of Blaine County;

2.1.2 The right of the Association to suspend the rights of any Owner to vote upon Association matters and to suspend any and all rights of any Owner to the use of the Common Area for any period during which any Association assessment against such Owner or against such Owner's Lot remains result of the Owner's infraction, or the infraction by any member of the Owner's family or by the Owner's guests, of any published rule or regulation of the Association;

2.1.3 The right of the Association to dedicate or otherwise transfer, convey, or assign all or any part of the

Common Area, or grant easement or any other interest therein or any facility located thereon, to any public agency, public authority, or utility company for such purposes and subject to such conditions as may be agreed to in the instrument or instruments evidencing such dedication or transfer, conveyance, or assignment; provided, however, that any such dedication or transfer, conveyance, or assignment shall require the approval of at least two-thirds (2/3) of the Class I voting membership of the Association in attendance, in person, or by proxy, at a meeting duly called for such purposes and the approval of the Class II member, if any, such approvals to be reflected in an instrument recorded with the Clerk and Recorder of Blaine County, Idaho;

2.1.4 The right of the Association to adopt, from time to time, rules and regulations concerning pedestrians and vehicular traffic and travel upon, in, under, and across the Common Area and Private Roads; and

2.1.5 The right of the Association to adopt, from time to time, reasonable rules and regulations concerning use of the Common Area as the Association may determine as necessary and prudent.

2.1.6 In addition to any other enforcement rights described in this Declaration and the By-Laws, or authorized by law and subject to any restrictions on the Association's enforcement rights, including and due process requirements, imposed by this Declaration, the By-Laws or the law, the Association may take any of the following actions against any person or entity whose act or failure to act violates or threatens to violate any provisions of this Declaration, the By-Laws, or Association Regulations:

- (a) Impose monetary penalties including late charges and interest;
- (b) Suspend voting rights in the Association;
- (c) Suspend use privileges for the Common Area; and
- (d) Commence a legal action for damages, injunctive relief, or both.

The determination of whether to impose any of the foregoing sanctions shall be within the sole discretion of the Association. Any legal action may be brought in the name of the Association on its own behalf and on behalf of the Owner who requests such action, and the prevailing party and any such action shall be entitled to recover costs and reasonable attorney's fees. The Association may take more than one of the foregoing enforcement actions against any one violation

or threatened violation, providing that a suspension of use privileges shall not exceed thirty (30) days (unless a suspension is for delinquent assessments) and a monetary penalty shall not exceed \$500.00 (excluding late charges imposed for delinquent assessments) for any violation. The Association, in its sole discretion, may resolve or settle any dispute, including any legal action, under such terms and conditions as it considers appropriate.

Amounts owing by Owners pursuant to this Section may be collected by the Association by assessment as provided by this Declaration and any amendments thereto.

An Owner shall be given fifteen (15) days prior notice before the imposition of any disciplinary action and the reasons for such action. The notice shall be hand delivered, or mailed certified, return receipt requested, to the Owner's last known address. The Owner shall have the opportunity to be heard, orally or in writing by a majority of the Board of Directors not less than five (5) days before the imposition of the penalty.

The Association may not cause a forfeiture or abridgment of an Owner's right to the full use and enjoyment of his or her Lot except by judgment of a court or decision arising out of arbitration or on account of foreclosure or sale under power of sale for a failure of the Owner to pay assessments duly leveled by the Association.

The Association may exercise any other right or privilege given to it by this Declaration or by law and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or are reasonably necessary to effectuate any such right or privilege.

2.2 Delegation of Use. Every Owner shall have the right, subject to rules and regulations promulgated by the Association, to extend the rights and easements of enjoyment vested in him herein to each of his occupants and to each member of such Owner's family who resides with him or her within the Property and such other persons as may be permitted by the Association.

2.3 Conveyance of Common Area. Declarant shall convey fee simple title to the Common Area within the Property to the Association prior to the first closing of the sale of a Lot within the Property.

SECTION III  
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

3.1 Membership. Every Owner of a Lot shall be a member of the Association. Membership in the Association shall be

appurtenant to and may not be separated from fee simple title ownership of such Lot.

3.2 Present Status of Lots. As of the date of execution of this Declaration, all Lots are Class II Lots, and Declarant is the Owner of all Lots in the Property.

3.3 Classes of Voting Membership. Subject to Section 3.4, the Association shall have two classes of voting membership whose voting rights shall be as follows:

3.3.1 The first class of voting membership shall be known as "Class I Voting membership" and shall be comprised of all Owners of Class I Lots. Each Owner of a Class I Lot shall be entitled to one (1) vote. Whenever more than one person is an Owner of a particular Class I Lot, all of the Owners of such Class I Lots shall be members of the Association and the vote applicable to such Class I Lot shall be exercised as such Owners may among themselves determine, but in no event shall more than one vote be cast with respect to each Class I Lot; and

3.3.2 The second class of voting membership shall be known as "Class II Voting Membership" and the Declarant shall be the sole Class II member. The Declarant shall be entitled to three (3) votes for each Class II Lot owned.

3.4 Termination of Class II Voting Membership. Upon the happening of either of the events set forth below in Paragraphs 3.4.1, 3.4.2 or 3.4.3 (whichever first occurs) the Association shall thereafter have one class of voting membership which shall be Class I membership. Subsequent to such event, all Owners, including the Declarant, shall be entitled to one vote for each Lot owned. Such events are:

3.4.1 When the total votes outstanding in the Class I Voting Membership equal the total outstanding in the Class II Voting Membership; or

3.4.2 On January 1, 1999; or

3.4.3 On such date as Declarant shall voluntarily relinquish its Class II voting membership.

3.5 Owner's Address for Notices. Unless an Owner shall have notified the Association by registered or certified mail of a different address, any notice required to be given, or otherwise give, by the Association under this Declaration to any Owner may be mailed to such Owner in a postage prepaid envelope and mailed by first class, registered or certified mail, to the address of the Lot shown upon the Association's records as being owned by such Owner. A notice in accordance with the foregoing will be deemed

to have been given by the Association on the date that it is mailed.

3.6 Personal Liability. No member of the Board or of any committee of the Association, or any officer of the Association, shall be personally liable to any Owner, or any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error, or negligence of any such person or entity, if such person or entity has, on the basis of such information as may be possessed by him or her, acted in good faith without willful or intentional misconduct.

#### SECTION IV ASSESSMENTS

4.1 Covenant of Personal Obligation of Assessments. Every Owner of every Class I Lot, by acceptance of the deed (or other instrument of conveyance) is deemed to personally covenant and agree, jointly and severally, and hereby does so covenant and agree, to pay to the Association: (a) monthly assessments; (b) special assessments; and (c) default assessments applicable to such Class I Lot; such assessments to be established and collected as hereinafter provided. No Owner may waive or otherwise escape personal liability for the payment of the assessments provided for herein by non-use of the Common area or by abandonment or leaving of such Owner's Class I Lot.

4.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, convenience, and general welfare of the Owners, including the improvement and maintenance of the Common Area. Proper use of the assessments levied by the Association shall include, but are not limited to, the expenditures or funds for taxes, fees, expenses, charges, levies, premiums, expenditures, or other costs incurred by the Association for:

- (a) Repairing, replacing, insuring and maintaining the Common Area and improvements thereon;
- (b) Installation, maintenance (including snow removal), and repair of Private Roads and underground utilities upon, across, over and under any part of the Common Area and over and under any part of the Front Yard Areas;
- (c) Installation, maintenance and repair of asphalt paving, curbs, gutters and drainage swales on any Private Roads located in the Property;
- (d) Providing services to the Common Area such as mowing grass, caring for the grounds and sprinkling and

irrigation system, landscaping, trees, shrubs, grass, walkways and pathways;

- (e) Repair and maintenance of all Common Parking Areas as hereinafter described;
- (f) Carrying out the powers and duties of the Association;
- (g) Providing services to the front yards of all Lots, such as mowing grass, caring for the grounds and sprinkling and irrigation system, landscaping, trees, shrubs, grass, walkways and pathways;
- (h) Providing for the establishment of an adequate reserve fund for the maintenance, repair and replacement of Common Areas on a periodic or "as needed" basis, which reserve fund shall be a part of the regular monthly assessments;
- (i) Initial installation of Private Yard Fences and Common Fences exclusive of gates. Declarant shall make gate details available to Lot Owner upon request; and
- (j) Any other purposes and uses that the Board shall determine to be necessary to meet the primary purposes of the Association, including the establishment and maintenance of reserves for repair, maintenance, taxes and the other uses specified above.

4.3 Assessment Years. The first assessment year for the levying of the Association's monthly assessments shall commence upon the first day of the month immediately following the date of the recording with the Clerk and Recorder of Blaine County of the Declarant's first conveyance of the Common Area to the Association (provided, however, that if the date of recording of such conveyance of the Common Area shall be on the first day of a month, then such date shall be the commencement date for the first assessment year) and shall continue thereafter until the following 31st of December. Subsequent assessment years shall thereafter commence on the first day of January and continue until the following 31st of December.

4.4 Amount of Monthly Assessments. The Association's monthly assessments to be levied by the Association on all Class I Lots with single-family Residences thereon for the first two (2) years after the date of recording of this Declaration shall be in an amount, as determined by the Board, not to exceed One Hundred Dollars (\$100.00) per month. The maximum monthly assessments for any particular assessment year shall be in such amount, as is determined by the board.



4.5 Determination of Amount of Monthly Assessments. So long as the Association's monthly assessments for a particular assessment year shall not exceed the maximum monthly assessments for the first two (2) assessment years, as provided in Section 4.4 above, or thereafter be increased by the Board by more than eight percent (8%) per annum, the Board may determine and levy such monthly assessments without a vote or approval being required of either Class of voting membership of the Association. If, however, the Board shall desire to levy monthly assessments for a particular assessment year which shall be in excess of the amount of the monthly assessments for the assessment year immediately preceding the particular assessment year plus eight percent (8%), then the Board shall give written notice thereof to all Owners at least thirty (30) days in advance of the commencement date of the particular assessment year and the approval of sixty-six and two-thirds percent (66 2/3%) of the Class I members plus the Class II member, if any, for a particular assessment year in accordance with the foregoing sentence, then the monthly assessments for that particular assessment year shall be deemed to be the same as the monthly assessments for the assessment year immediately preceding that particular assessment year.

4.6 Special Assessments. Generally, in addition to the monthly assessments authorized above, the Board may, at any time and from time to time, determine and levy in any assessment year a special assessment applicable to that particular assessment year for the purpose of defraying, in whole or in part, the costs, fees, and expenses of any construction, reconstruction, repair, demolishing, replacement, or maintenance of the Common Area, and Front Yard Areas specifically including any fixtures, personal property and other improvements related thereto and repaid and maintenance of Private Roads within the Property, if any; provided, however, that any such special assessment shall be approved by at least two-thirds (2/3) of the Class I voting membership of the Association in attendance, in person or by proxy, at a meeting duly called for such purpose and by the Class II member, if any.

4.7 Reserve for Improvements, Repairs and Replacements. As a part of any annual or special assessments described aforesaid, the Association may levy and establish in any assessment year, a reserve fund for the maintenance, repair and replacement of Common Areas, Private Roads and Front Yard Areas within the Property and any improvements thereon, if any, or for the future construction or improvement thereon. Any funds so collected shall be designated by the Board of Directors of the Association as capital contributions by the members thereof and shall be segregated and placed in a separate bank account of the Association to be utilized solely for the purposes aforesaid.

4.8 Notice and Quorum Requirements for Certain Actions. Written notice of any meeting of the classes of voting membership of the Association shall be given by the Board to each Owner not

less than ten (10) days prior to such meeting and shall notify the Owner of the purpose, date, time and location of such meeting. At such meeting called, the attendance, in person or by proxy, of at least fifty percent (50%) of the Class I membership of the Association and the Class II member thereof shall constitute a quorum. If the required quorum is not present at such meeting called, then subsequent meetings may be called, subject to the same notice requirements and the required quorum at each subsequent meeting shall be one-half (1/2) of the required Class I members required at the preceding plus the Class II member. No such subsequent meeting shall, however, be held less than ten (10) nor more than thirty (30) days following the preceding meeting.

4.9 Due Dates for Assessment Payments. Unless otherwise determined by the Board, the monthly assessments and any special assessments which are to be paid in monthly installments shall be paid monthly, in advance, and shall be due and payable to the Association at its office, without notice, on the first day of each month. If any such assessment shall not be paid within fifteen (15) days after it shall have become due and payable, then the Board may assess a "late charge" thereon in an amount not exceeding Ten Dollars (\$10.00) which amount may be adjusted by the Board from time to time to cover the extra expenses involved in handling delinquent assessment payments.

4.10 Exempt Property and Declarant's Financial Obligations.

(a) The following property subject to this Declaration shall be exempt from the monthly and special assessments created herein:

(i) All property dedicated to and accepted by a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Idaho; provided, however, that none of such properties which are devoted to residential dwelling use shall be exempt from such assessments;

(ii) The Common Areas;

(iii) All Class II Lots;

(iv) All Class I Lots owned by Declarant, except as provided in Subsection 4.10(b) below;

(v) All Outlots.

(b) Declarant shall be obligated, until its Class II membership shall terminate pursuant to Section 3.4 hereof, to contribute monthly to the Association such amounts, if any, as will offset any deficits of the Association, excluding from such contributions, however, any deficits resulting from any

special assessments pursuant to Section 4.6, or any reserve for improvements pursuant to Section 4.7.

4.11 Liens for Assessments. The monthly and special assessments provided for in this Section IV, and any and all default assessments arising under the provisions of Sections 6.4, 7.2, 9.1 and 9.2, (together with any and all interest, costs, late charges, expenses, and reasonable attorney's fees which may arise under this Section IV), shall be burdens running with, and a perpetual lien in favor of the Association upon, the specific Lot and Residence to which such assessments apply. To evidence and perfect such lien upon a specific Lot and Residence, the Board shall prepare a written lien notice setting forth the description of the Lot, the amount of assessments thereon which are unpaid as of the date of such lien notice, the name of the Owner thereof, and any and all other information that the Board may deem proper. The lien notice shall be signed by the President or a Vice-President of the Association, or such other person as may be so authorized by the Board whose signature shall be attested by the Secretary or an Assistant Secretary of the Association, and shall be recorded in the office of the Clerk and Recorder of Blaine County, Idaho.

4.12 Effect of Non-Payment of Assessments. If any monthly assessment or special assessment, or any monthly installment thereof, is not fully paid within thirty (30) days after the same becomes due and payable, or if any default assessment shall arise under the provisions of Sections 6.4, 7.2, 9.1 or 9.2, then in any of such events, interest shall accrue at the rate of ten percent (10%) per annum from the due date on any amount thereof which was not paid within such thirty (30) day period or on the amount of the assessment in default, whichever shall be applicable. The Association shall, within a reasonable time after perfecting its lien as described in 4.11 above, if such assessments remain unpaid, thereafter bring an action at law or in equity, or both, against any Owner personally obligated to pay the same and shall also proceed to foreclose its lien against the specific Lot and Residence in the manner and form provided by Idaho for foreclosure of mechanics' liens in and through the courts. In the event that any such assessment is not paid in full when due and the Association shall commence such an action (or shall counterclaim or cross-claim in any such action) against any Owner personally obligated to pay the same or shall proceed to foreclose its lien against the specific Lot and Residence, then the late charges under Section 4.9, the Association's costs, expenses, and reasonable attorney's fees incurred for preparing and recording any lien notice, and the Association's costs of any such action or proceeding and shall be recoverable by the Association from any Owner personally obligated to pay the same and from the proceeds from the foreclosure sale of the specific Lot and Residence in satisfaction of the Association's lien. Foreclosure or attempted foreclosure by the Association of its foregoing lien shall not be deemed to estop or otherwise preclude the Association from

thereafter again foreclosing or attempting to foreclose its lien for any subsequent assessments which are not fully paid when due or for any subsequent default assessments. The Owner of any Lot being foreclosed upon shall be required to pay to the Association all monthly assessments for the Lot during the period of foreclosure, and the Association shall be entitled to a receiver appointed to collect the same. The Association shall have the power and right to bid in or purchase any Lot and Residence at foreclosure or other legal sale and to acquire and hold, lease, mortgage, vote the Association vote appurtenant to ownership thereof, convey, or otherwise deal with the same.

4.13 Successors' Liability for Assessments. Notwithstanding the personal obligation of each Owner of a Lot to pay all assessments thereon and notwithstanding the Association's perpetual lien upon a Lot for such assessments, all successors in interest to the fee simple title of a Lot shall be jointly and severally liable with the prior Owner thereof for any and all unpaid assessments, interest, late charges, costs, expenses and attorney's fees against such Lot (as more fully described in Section 4.12), without prejudice to any such successor's right to recover from any prior Owner any amounts paid thereon by such successor; provided, however, that a successor in interest to the fee simple title of a specific Lot shall be entitled to rely upon the existence and status, or absence thereof, of unpaid assessments, interest, late charges, costs, expenses, and attorney's fees as shown upon any certificate issued by the Association to such named successor in interest pursuant to Section 4.14.

4.14 Certificate of Status of Assessments. Upon request in writing by any person and payment of a reasonable charge therefor, the Association shall furnish within fourteen (14) days after such request is received, a certificate setting forth the amount of any unpaid assessments, interest, late charges, costs, expenses and attorney's fees then existing against a specific Lot, the amount of the current monthly assessments and the date that the next monthly assessment is due and payable, and the amount of any special assessments and default assessments then existing against the Lot and the date of the payment or payments thereof. Upon the issuance of such a certificate signed by the officer of the Association, the information contained therein shall be conclusive upon the Association.

## SECTION V INSURANCE

### 5.1 Public Liability and Additional Insurance Coverage.

(a) Each Owner shall obtain in his own name, and keep in force at all times during his ownership of a Residence, public

liability insurance in minimum amounts prescribed from time to time by the Association.

(b) Any Owner may, if he so desires and at the Owner's sole expense, carry any and all other insurance coverage the Owner deems advisable.

5.2 Association's Duty to Obtain and Maintain Insurance. The Association shall obtain and maintain in force at all times a broad form public liability insurance policy, or similar substitute, covering the Common Area, Private Roads, Front Yard Areas and the acts of the Association and its agents. Such insurance may include coverage against vandalism and the Association may maintain any and all other insurance coverage as the Board may deem advisable including, but not limited to liability insurance for officers and Directors. Such insurance coverage may be written in the name of the Association, as trustee, for all Owners.

5.3 Damage or Losses from Association's Insured Hazards. In the event of loss, damage, or destruction by fire or other casualty to any property covered by insurance written in the name of the Association or for which the Association is named as co-insured, whether in its own name or as trustee, the Board shall, upon receipt of the insurance proceeds, contract to repair, reconstruct, or rebuild any damaged or destroyed portions of the Common Area or Front Yard Areas to as good condition as formerly existed. All insurance proceeds received by the Association shall be deposited in a bank, savings and loan association, or other financial institution with the proviso agreed to by said bank, or association, or institution that such funds may be withdrawn only by signature of at least one-third (1/3) of the members of the Board. The Board or, if it shall be agreed to by the Board, the insurance company or companies providing insurance proceeds, shall advertise for sealed bids from any licensed contractor, and then may negotiate with any contractor, who shall be required to provide a full performance and payment bond for the repair, reconstruction, or rebuilding of such destroyed Common Area.

5.4 Fidelity Bonds. The Association shall maintain adequate fidelity coverage to protect against dishonest acts on the part of officers, directors, trustees and employees of the Association and all other persons responsible for the handling of funds of the Association. Such fidelity bonds shall meet the following requirements:

(a) All such fidelity bonds shall name the Association as an obligee;

(b) Such fidelity bonds shall be written in an amount equal to at least One Hundred Fifty Percent (150%) of the estimated annual operating expenses of the Association, including reserves; and

(c) Such fidelity bonds shall contain waivers of any defense based upon the exclusion of persons who served without compensation from any definition of "employee" or similar expression.

SECTION VI  
ARCHITECTURAL AESTHETICS

6.1 Architectural Controls. In order to maintain the architectural aesthetics of the Property, no improvements, building or other structures, and no fences (including Private Yard Fences and Common Fences), gates, walls, patios, planters or other similar items shall be commenced, constructed, erected, altered (specifically including the altering of the exterior of any Residence) remodeled, or maintained upon a Lot, nor shall any exterior addition, change, or alteration thereon be made until the plans and specifications accurately showing the nature, kind, shape, dimensions, materials, color and location of the same shall have been submitted to, and approved in writing as to harmony of external design and location in relation to surrounding structures and topography, by the Board or by an Architectural Review Committee composed of three or more representatives appointed by the Board. In the event the Board, or the Architectural Review Committee, if one then exists, fails to approve or disapprove such plans and specifications within sixty (60) days after the same have been submitted, then such plans and specifications shall be deemed to have been approved as submitted.

6.2 Standards for Approval. Approval shall be based, among other things, on: conformity and harmony of exterior design, colors and materials with neighboring structures; relations of the proposed improvements to the natural topography, grade and finished ground elevation; relation of the structure to that of neighboring structures and natural features of the Property; and conformity of the plans and specifications to the purpose and general plan and intent of these restrictions. The Board or the Architectural Review Committee shall have the right to require and approve landscaping plans. Said landscaping plans shall be submitted within 120 days after purchase and landscaping improvements shall be installed within 180 days therefrom, unless inclement weather makes performance impossible. Should such weather conditions exist, the Architectural Review Committee may extend the date for completion. The Board or the Architectural Review Committee shall not arbitrarily or unreasonably withhold its approval of such plans and specifications.

6.3 Development by Declarant. The provisions of Section 6.1 shall not apply to Declarant, nor to Declarant's development of the Common Area, Lots, Residences, Private Yard Fences and Common Fences.

6.4 Right to Maintain and Repair Exteriors of Residences. In the event that the Owner of any Residence shall fail to maintain his Lot, his Residence and the other improvements situated thereon in a manner satisfactory to the Board or the Architectural Review Committee, the Association shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain and restore the same and the exterior of the Residence and any other improvements erected thereon in such manner as is deemed necessary and appropriate by either of said entities. The cost of such exteriors maintenance shall thereupon be a default assessment determined and levied against the Lot on which such Residence is located and the Association may proceed in accordance with the applicable provisions of Section IV.

6.5 Non-Liability for Actions. Neither Declarant, the Board, nor the Architectural Review Committee, nor their respective successors or assigns, shall be liable in damages to anyone submitting plans to the Board or the Architectural Review Committee for approval, or to any Owner affected by this Declaration, by reason of mistake in judgment, negligence or non-feasance arising out of or in connection with the approval or disapproval or failure to approve any such plans and specifications. Every Owner or other person who submits plans to the Board or the Architectural Review Committee for approval agrees, by submission of such plans and specifications, that he will not bring any action or suit against the Board or the Architectural Review Committee or the Declarant to recover any such damages. Approval by the Board or the Architectural Review Committee shall not be deemed to constitute compliance with the requirements of any local building codes, and it shall be the responsibility of the Owner or other person submitting plans to the Board or the Architectural Review Committee to comply therewith.

6.6 Address. Unless otherwise changed by the Board or by the Architectural Review Committee by due notice thereof given to the Owners, all plans and specifications required under Section 6.1 shall be submitted in person or by registered or certified mail to the following address:

The Pines  
Post Office Box 1440  
Sun Valley, Idaho 83353

or such other address as may be designated by the Board of Directors or Architectural Review Committee by written notice mailed to Owners.

SECTION VII  
MAINTENANCE BY THE ASSOCIATION

7.1 Common Area, Private Roads and Front Yards. The Association shall, as authorized and directed by the Board, have full responsibility for and control over: all maintenance, repairing, replacing of the Common Area, specifically including without limiting the generality of the foregoing, the planting and caring for the grass, trees, shrubbery, flowers, and similar landscape items, the installation and maintenance of a sprinkling or other irrigation system; the caring for the grass, shrubs, trees and sprinkling system for the Front Yard Area; the repairing and maintaining of Common Parking Areas described in Section 10.3 below; the removal of snow; and the maintenance and repair of curbing, gutters, and Private Roads located within the Property.

7.2 Owner's Negligence. In the event that the need for maintenance, repair, or replacement of any item covered within the provisions of Section 7.1 is caused through or by the negligent or willful act or omission of an Owner, or any member of an Owner's family, or of an Owner's guests or invitees, then the costs and expenses incurred by the Association for such maintenance, repair or replacement shall be a personal obligation of such Owner; and if not repaid to the Association within seven (7) days after the Association shall have given notice to the Owner of the total amount, or any portions thereof from time to time, of such costs and expenses, then the failure to so repay shall be a default by the Owner under the provisions of this Section 7.2 and such costs and expenses shall automatically become a default assessment determined and levied against such Lot and the Association may proceed in accordance with the applicable provisions of Section IV.

7.3 Agents. The Board may hire and delegate to any and all employees, agents, independent contractors, or other persons or firms its deems necessary in order to perform its duties and obligations hereunder; provided, however, that such delegation shall not relieve the Association of its duties and responsibility hereunder.

SECTION VIII  
USE RESTRICTIONS

8.1 Compliance with Zoning. All Residences shall be used primarily for residential purposes only and shall not be used for any business, manufacturing, or commercial purpose; provided, however, if the appropriate zoning so allows, an Owner may use a specifically designated portion of the Owner's Residence as a home business office. In no event shall garages be converted into additional living space without the approval of the Architectural Review Committee and the City of Ketchum.



8.2 Conveyance of Lots. The Lots, whether or not the instrument of conveyance of assignment shall refer to this Declaration, shall be subject to the covenants, conditions, restrictions, easements, reservations, and other provisions contained in this Declaration, as it may be amended from time to time pursuant to Section XIII.

8.3 Declarant's Use. Notwithstanding any provisions contained in this Declaration to the contrary, it shall be expressly permissible and proper for Declarant and Declarant's employees, agents, independent contractors, successors, and assigns involved in the construction of Residences or in the development of the Property, to maintain during the period of development of the Property and upon such portion of the Property as Declarant deems necessary, such facilities as in the sole opinion of Declarant may be reasonably required, convenient, necessary, or incidental to the construction and sale of Residences and to the development of the property, specifically including without limiting the generality of the foregoing, business offices, storage areas, construction yards, signs, model units, and sales offices or sales trailers. It is expressly understood and agreed that Declarant and Declarant's employees, agents, independent contractors, successors, and assigns involved in the construction of Residences or in the development of the Property, shall have the right to use the Common Area, Private Roads, and the facilities of the Association for sales and business offices purposes and that Declarant may conduct business activities within the Property in connection with its construction of the Residences and development of the Property.

8.4 Household Pets. No bees, livestock, poultry or animals of any kind shall be raised, bred, kept or boarded on the Common Area or on any Lot, except that a maximum of three household pets, no more than two of which shall be dogs, may be kept on any Lot, provided that: they are not kept, bred, boarded or maintained for any commercial purpose; they are kept in fenced backyards; they do not violate the provisions of Paragraph 8.13; and if taken outside of an Owner's backyard, such pets are kept leashed and under an Owner's control at all times. Each Owner of a pet shall be responsible for clean-up and removal from the Common Area and any Lot of such pet's excrement. Should this section be amended to reduce the maximum allowable number of pets, said reduction shall not apply to pets legally in residence under the previous maximum allowance.

8.5 Signs and Advertising. No signs, advertising, billboards, unsightly objects, or nuisances shall be placed, erected, or permitted to remain on any Lot, nor shall any Lot be used in any way or for any purpose which may endanger the health, safety, or life, or any person, or which may unreasonably disturb the other owners. Notwithstanding the foregoing, it shall be permissible and proper for an Owner to place upon his Lot and to

allow to remain thereon for a reasonable length of time, one sign, at any one time, of not more than five square feet, advertising that such Lot is "For Sale" or "For Rent"; provided, however, that the prior approval of the Board or Architectural Review Committee as to the color, size, and location of such sign must be obtained before it is placed on such Lot; and further provided, however, that if at the time an Owner desires to place such a sign on his Lot, the Board or Architectural Review Committee is providing "For Sale" and "For Rent" signs for the use of Owners, then such sign as provided by the Board or Architectural Review Committee and no other shall be used. No signs, advertising, billboards, unsightly object, or nuisance shall be placed, erected, or permitted to remain upon the Common Area, the Side Yard Fences, or the Common Fences, unless the prior approval of the Board or Architectural Review Committee shall be obtained in writing, which approval may be revoked and terminated thereafter at any time. The Board or Architectural Review Committee, or the agent of either, may summarily remove and destroy any unauthorized sign, advertising, billboard, unsightly object, or nuisance. The foregoing provisions of this section 8.5 shall not apply to any signs, advertising, or billboards of the Declarant in connection with its rental or sale of Residences or otherwise in connection with its development of the Property, nor shall such provisions apply to the Association.

8.6 Visible Objects and Window Sun Screening. All basketball backboards, equipment, garbage and trash containers, wood piles, and storage piles shall at all times be kept screened by adequate planting or fencing so as to conceal them from public view. All silver foil or other sun screening material utilized on exterior windows of a Residence shall be subject to prior approval by the Board or the Architectural Review Committee.

8.7 Planting. Except in any individual rear fenced yard or patio areas appurtenant to the Residences, no planting or gardening shall be done, and no fences, hedges, or walls shall be erected, planted, or maintained upon the Common Area, the Private Yard Fences, the Common Fences or upon the Lots except such as are erected, planted, or installed in accordance with the initial construction of the Residences or in the development of the Property or as otherwise may be approved by the Board or Architectural Review Committee. In no event shall planting in Outlot B and within the Private Road right-of-way reserved for snow storage be permitted.

8.8 Private Use Areas. Maintenance, upkeep, repairs, and replacement of side and rear yards and patios shall be the sole responsibility of the Owner of the specific Lot to which a Private Use or a Private Use Easement Area (described in Section XI) is appurtenant, and shall not in any manner be the responsibility of the Association.

8.9 Utilities Within Lots. All utilities and related equipment installed within or located on a Lot commencing at a point where the utility lines, pipes, wires, conduits, systems or other related equipment enters the Lot shall be maintained and kept in repair by the Owner of the Lot. Notwithstanding the foregoing, no Owner shall do any act that will unreasonably impair the ability of any other Owner to maintain and repair the utilities and related equipment installed within such other Owner's Lot.

8.10 Antennas. Without prior written approval of the Board or Architectural Review Committee, no exterior television, radio, or other communication antennas, aerials or satellite dishes of any type shall be placed, allowed or maintained upon any portion of the Residences, Private Yard Fences, Common Fences or Lots.

8.11 Commercial Vehicles. No commercial vehicles and no trucks shall be parked on any road within the Common Area or on the Private Roads except while temporarily engaged in transport to or from a Residence. For the purposes of this Section 8.11, a 3/4-ton or smaller truck, commonly known as a "pickup truck", shall not be deemed to be a commercial vehicle or truck.

8.12 Mailboxes. No mailbox shall be erected upon any Residence or Lot unless approved by the Board or Architectural Review Committee.

8.13 Nuisances. No noxious or offensive activity shall be carried on upon any Lot or Common Area, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the Owners of other Lots, including the barking of dogs, playing of loud music, or other loud and disturbing noise. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any Lot. No derricks or other structures designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot.

8.14 Refuse. All rubbish, trash, garbage, and other refuse shall be regularly removed from the Lots and shall neither be allowed to accumulate thereon or be burned in outside incinerators, barbecue pits, or the like. All containers or other equipment for the storage or disposal of rubbish, trash, garbage or other refuse shall be kept in a clean, sanitary condition and shall be kept in the attached garage until the designated trash collection day. The Board or Architectural Review Committee, or the designated representative of either shall, upon prior notice to an Owner to remove any rubbish, trash, garbage or other refuse from his Lot and upon the Owner's failure to so remove, have the right at any reasonable time to enter upon such Lot and remove any such rubbish,

trash, garbage, or other refuse at the sole expense of the Owner of such Lot. Such entry shall not be deemed to be a trespass upon the Lot.

8.15 Truck, Recreation Vehicle and Boat Parking. Other than permitted vehicles, no trucks, trailers, mobile homes, motor homes, truck campers, detached camper units, buses, boats, commercial or construction vehicles or equipment shall be kept, placed, stored or maintained upon any Lot or on the Common Area (including the Common Parking Area) or Private Roads. The provisions of this paragraph shall not apply to temporary construction shelters or facilities maintained during and used exclusively in connection with the construction of any Residence or other improvement permitted by this Declaration. Commercial vehicles engaged in the delivery or pickup of goods or services shall be exempted from the provisions of this paragraph providing that they do not remain within the Lot in excess of the reasonable period of time required to perform such commercial function. Recreation vehicles may be parked in the Owner's driveway for a reasonable period of time for loading or unloading, but in no case longer than thirty-six (36) hours. Such temporary parking shall not block access to other Lots.

8.16 Drainage. All Owners shall leave all drainage areas and easements, including swales, constructed on the Lots and on other portions of the Property in the state originally fixed by the Declarant or persons or entities acting on behalf of the Declarant; provided, however, that an Owner shall be permitted to modify the drainage areas on his Lot upon receiving written approval therefor from the Board or the Architectural Review Committee. Any Owner who in any way modifies such drainage areas without such consent shall be subject to the sanctions contained herein for violations of this Declaration.

#### SECTION IX FENCES

9.1 Private Yard Fences - Repair and Maintenance. Each Private Yard Fence Owner shall be responsible for maintaining and repairing his Private Yard Fence including gates, in a manner which is acceptable to the Board or the Architectural Review Committee and shall pay all costs in connection therewith. In the event that any Private Yard Fence Owner fails to meet such duties and obligations, the Association, upon its own initiative or upon the request of the Architectural Review Committee, shall have the right after giving thirty (30) days prior written notice to such Private Yard Fence Owner or his Lot and the Association may proceed in accordance with the applicable provisions of Section IV of this Declaration.

9.2 Common Fences - Repair and Maintenance. The costs of repairing, maintaining and rebuilding Common Fences including gates, shall be the responsibility of the Common Fence Owners who make use of such Fences in proportion to each such Owner's use thereof; provided, however, that if the Common Fence Owners cannot agree upon the repair, maintenance, or rebuilding of their Common Fences, then upon ten (10) days prior written notice to all such Common Fence Owners, any one or more of such common fence Owners may take such action as is reasonably deemed necessary to repair, maintain or rebuild a Common Fence and the acting Common Fence Owner may make demand upon the non-acting Common Fence Owner or Owners for their contribution to the reasonable costs of such repair, maintenance or rebuilding. This Section 9.2 shall not be interpreted so as to preclude or prejudice any such acting or non-acting Common Fence Owner from demanding a higher percentage contribution from any other acting or non-acting Common Fence Owner under the rule of law regarding liability for negligent or willful acts or omissions. Furthermore, if any Common Fence Owner shall fail to maintain his Common Fence in a condition which is acceptable to the Board or the Architectural Review Committee, the Association, upon its own initiative or upon the request of the Architectural Review Committee, shall have the right, after giving thirty (30) days prior written notice to such Common Fence Owner or Owners or such failure, to take such action as is reasonably deemed necessary to repair, maintain or rebuild any such Common Fence. The costs of such action by the Association shall automatically become a default assessment determined and levied against the responsible Common Fence Owner or Owners or their Lot or Lots as the case may be, and the Association may proceed in accordance with the applicable provisions of Section IV of this Declaration.

9.3 Negligent or Willful Acts. Notwithstanding any other provision of this Section IX, any Owner, who by his negligent or willful acts causes a Side Yard Fence or Common Fence to be damaged shall bear the whole cost of repair, maintenance or rebuilding of any such fence.

9.4 Arbitration. In the event of any dispute concerning any common fence or any provision of this Section IX related thereto, other than the rights granted to the Board, the Architectural Review Committee and the Association, each Common Fence Owner shall choose one arbitrator, such arbitrators shall choose one additional arbitrator, and a decision with respect thereto shall be made by a majority of all the arbitrators, which decision shall be binding and may be enforced in any court having jurisdiction in the State of Idaho. The costs of such arbitration shall be paid as directed by such arbitrators.

SECTION X  
DIRECTOR LIABILITY

10.1 Director Liability. The personal liability of a director to the Association or its members for monetary damages for breach of fiduciary duty as a director is eliminated except as follows:

10.1.1 For any breach of the director's duty of loyalty to the Association or its Members;

10.1.2 For acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law;

10.1.3 Provided for under Section 30-1-48, Idaho Code, as may be amended or renumbered from time to time; or

10.1.4 For any transaction from which the director derived an improper personal benefit.

SECTION XI  
PARKING SPACES

11.1 Garages. Each Residence shall have a double car attached garage which shall be used for the purpose of parking permitted motorized vehicles and storage of common household items. Each double car attached garage shall be equipped with a mechanical garage door opener. In no event shall any part of the attached double car garage be altered, changed or improved in any way so as to change its function from a garage to a living area of the Residence unless with the express written approvals of the Architectural Review Committee and the City of Ketchum after complying with all applicable local rules and ordinances.

11.2 Private Driveways. Each Residence shall have a paved area between the double car attached garage and the Private Road, sufficient for two automobiles. Such Private Driveways shall be appropriate for the parking of permitted motor vehicles.

11.3 Street Parking. Additional parking shall be provided along one side of the Private Street as shown on the recorded plat of The Pines. The Board of Directors of The Pines shall designate the location of the parking area along the Private Street and may change the location from time to time. Parking shall be prohibited along the radius of the curves.

11.4 Common Area Parking. In addition to the above described parking areas, Declarant has set aside two (2) parking spaces adjacent to Outlot 1 for use of owners, their guests or invitees in the Common Area depicted on the recorded plat of the Pines.

SECTION XII  
SPECIAL EXTERIOR WALLS AND PRIVATE USE EASEMENTS

12.1 Special Exterior Walls. Each Residence shall contain one windowless exterior wall (the "Special Exterior Wall") which shall face an Adjacent Lot ("Adjacent Lot").

12.2 Special Use And Repair Easements. A perpetual exclusive easement covering the ground area between: (1) a line running the length of a Windowless Exterior Wall and extending to the sides of each lot containing the Wall, and (2) the property line of each Adjacent Lot is hereby created for the benefit of the owner of each such Adjacent Lot. Such easement areas are depicted on the plat attached hereto as Special Use Easements. All Special Use Easements may be used by the Owner of each Adjacent Lot for any purposes consistent with this Declaration. In addition to the Special Use Easement described above, each Owner of a residence shall have an easement on the property abutting an Adjacent Owner's Residence, whether the same is located on such other Owner's Lot or the Common Area, for the purpose of temporarily utilizing ladders and such other equipment as may be required to repair any Special Exterior Wall or other exterior wall or the roof of a Residence. Such easement shall be of a temporary nature and shall exist only for such reasonable period of time as is required to make such repairs or perform such maintenance. Such temporary easement shall extend onto such other Owners' Lot or the Common Areas for only such distance as is reasonably required to undertake and perform such repair and maintenance work.

12.3 Rights of Owner with Respect to Maintenance of the Windowless Exterior Wall. The Owner of the residence containing the Windowless Exterior Wall shall have the right at all reasonable times to enter the Special Yard Easement Area and such other portion of the Adjacent Lot as is reasonably necessary for the purpose of repairing, maintaining, or restoring the Windowless Exterior Wall; provided, however, that such access shall be permitted only at reasonable times during daylight hours and with the prior knowledge of the Adjacent Lot. It shall be the responsibility of the Owner of the Residence containing the Windowless Exterior Wall to repair any damage to plants or irrigation systems due to repairing or otherwise maintaining the Windowless Exterior Wall.

12.4 Restrictions on Owner of Adjacent Lot. The Owner of the Adjacent Lot shall avoid any action which shall in any way restrict the use of the Windowless Exterior Wall by its Owner including, but not limited to, refraining from attaching any objects to such wall, such as wires, trellises and plantings; defacing the wall in any manner; placing graphics or other design work (whether painted or otherwise) on the special exterior wall; or using the wall as a playing surface for any sport.

12.5 Restrictions on Owner with Residence Containing Windowless Exterior Wall. The owner of the Residence containing the Special Exterior Wall shall similarly be prohibited from attaching to such wall or from altering it in any way other than painting the wall in such a manner as shall be approved by the board or the Architectural Review Committee. Additionally, the Owner of such Residence shall not make any openings for windows or otherwise on such Wall and shall take no other action, except as specifically contemplated herein, in connection with such Wall which shall interfere with the privacy of the Owner of the Adjacent Lot.

SECTION XIII  
OTHER EASEMENTS

13.1 Easements Shown on Plat. The Property, and all portions thereof, shall be subject to the easements as shown on the plat for the Property recorded in the office of the Clerk and Recorder of Blaine County, Idaho. No fence, except for fencing installed by Declarant, wall, hedge, patio, barrier, or other improvement which interferes with the use and maintenance of any easement shall be erected or maintained along, on, across, or within the areas reserved for easements.

13.2 Encroachments upon Lots and Common Area. The Property and all portions thereof, shall be subject to an easement for encroachments created by construction, settling, and overhangs, as designed or constructed by the Declarant. A valid easement for said encroachments and for the maintenance thereof shall exist.

13.3 Utility Easements. In addition to the easements contained in Section 12.1 and Section 12.2, there is hereby created for the benefit of the Declarant and the Association, an easement upon, across, over, and under all Common Areas, Private Roads, Private Yard Fences, Common Fences and Front Yards within the Property for ingress, egress, installation, replacing, repairing and maintaining all utilities, including but not limited to water, sewer, gas, telephone, electrical, and a master television antenna system. By virtue of this easement, it shall be expressly permissible and proper for the companies providing electrical and telephone services to erect and maintain the necessary poles and other necessary equipment on the Common Areas and Private Roads within the Property and to affix and maintain electrical and telephone wires, circuits, and conduits on, above, across, and under the roofs and exterior walls of the Residences and all improvements situated on the Common Area. Notwithstanding anything to the contrary contained in this Section 12.3, no water, sewer, gas, telephone, electrical, or antenna lines, systems, or facilities may be installed or relocated over, across, and on the Lots, Common Area, Private Roads, Private Yard Fences or Common



Fences except as initially approved by Declarant, or thereafter as approved by Declarant, the Board or the Architectural Review Committee. Should any utility company furnishing a service covered by the general easement herein created request a specific easement by separate recordable document, Declarant shall have, and is hereby given, the right and authority to grant such easement upon, across, over, or under any part or all of the Common Areas, Private Roads, Private Yard Fences or Common Fences of the Property without conflicting with the terms hereof. The easement provided for in this Section 12.3 shall in no way affect, avoid, extinguish or modify any other recorded easement on the Property.

13.4 Underground Electric Service. In addition to the easements contained in Section 12.1 and Section 12.3, the utility company furnishing the electrical service shall have and is hereby granted a two-foot wide easement within each Lot along and centered on the underground electric power service conductors installed from the utility company's easement to the designated point of service on the respective Residence. The foregoing easements for the underground electrical service may be crossed by driveways provided that prior arrangement with the appropriate utility company furnishing such electrical service has been made. Such easements for the underground electrical service shall be kept clear of all other improvements, including buildings, patios, or other pavings and no electrical utility company using the easements shall be liable for any damage done by it or its agents or employees to shrubbery, trees, flowers, or other improvements of the Owner of the Lot covered by said easement.

13.5 Emergency Easement. An easement is hereby granted to all police, sheriff, fire protection, ambulance, and all other similar emergency agencies or persons to enter upon all roads and upon the Property in the performance of their duties; including but not limited to, the right of police officials to issue parking and traffic tickets for violations occurring within or without the Property.

13.6 Maintenance Easement. An easement is hereby granted to the Association, its officers, agents, and employees and to any management companies selected by the Association, upon, across, over, and under the Common Area, Private Roads, Lots, Residences, Private Yard Fences and Common Fences to perform any duties of maintenance and repair of the Residences, Common Area, Front Yards and Private Roads as provided for in this Declaration.

13.7 Drainage Easement and Roof Runoff. An easement is hereby granted to the Association, its officers, agents, and employees to enter upon, across, over, and under any Lot for the purpose of changing, correcting, or otherwise modifying the grade or drainage channels of a Lot so as to improve the drainage of water from the Lots or Common Area.

13.8 Private Road Easements. In addition to the easements created by this Section XII, every Owner of a Class I or Class II Lot, the members of such Owner's family and guests and invitees shall have a non-exclusive easement over, above and across the Private Roads.

13.9 Snow Storage Easement. That area outside of the 28 foot roadway but within the 40 foot Private Road right-of-way shall be reserved exclusively for snow storage excepting curb cuts for private driveways.

SECTION XIV  
BURDENS AND BENEFITS OF THIS DECLARATION

14.1 Covenants Running with the Property. The benefits, burdens and other provisions contained in this Declaration shall be covenants running with and binding upon the Property.

14.2 Binding Upon and Inure to Successors. The benefits, burdens and other provisions contained in this Declaration shall be binding upon, and inure to the benefit of the Declarant, the Association, and all Owners and upon and to their respective heirs, executors, administrators, successors and assigns.

SECTION XV  
DURATION AND AMENDMENT

15.1 Duration and Extension. This Declaration, every provision hereof and every covenant, condition, restriction and reservation contained herein shall run with and bind the land and shall continue in full force and effect for a period of fifty (50) years from the date hereof, and shall thereafter be automatically extended for successive periods of five (5) years unless otherwise terminated or modified as hereinafter provided.

15.2 Amendment and Modification. Subject to Section 14.3, this Declaration or any provision hereof, or any covenant, condition or restriction contained herein, may be terminated, extended, modified or amended, as the whole of the Property or any portion thereof, with the written consent of the members holding at least sixty-six and two-thirds percent (66 2/3%) of the Class I membership in the Association and the consent of the Class II members thereof, if any, during the first twenty-five (25) year period of these Covenants and thereafter by not less than a majority of the Class I membership in the Association and the consent of the Class II members thereof, if any. Such termination, extension, modification or amendment shall be immediately effective upon recording the proper instrument in writing, executed and acknowledged by such Owners (and by Developer as required herein) in the office of the Clerk and Recorder of Blaine County, Idaho.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS - 27

15.3 Sections Which May Not Be Amended. Notwithstanding the foregoing, the following Sections of this Declaration are intended to be for the personal benefit of the Declarant, its successors and assigns, and may not be extinguished, amended or otherwise modified unless the written approval of the Declarant, its successors or assigns, thereto shall be obtained: Section I, Paragraph 3.3 (including Subparagraphs 3.3.1 and 3.3.2), Paragraph 3.4 (including Subparagraphs 3.4.1 and 3.4.2), Paragraph 8.2, Paragraph 8.3, Paragraph 8.5, Paragraph 8.9, Paragraph 8.16, Section IX, Section X, Section XI, Section XII and this Paragraph 14.3.

15.4 Annexation. Additional property may be added to the Property subject to this Declaration upon execution and recordation of a ratification of this Declaration signed by the owners of such additional property with the consent of the Association.

#### SECTION XVI ENFORCEMENT

16.1 Abatement and Suit. The conditions, covenants and restrictions herein contained shall run with the land, and be binding upon and inure to the benefit of the Declarant and the Owners and lessees of every Lot and Unit on the Property. These covenants, conditions and reservations may be enforced as provided hereinafter by Declarant acting for itself, the Architectural Review Committee and as Trustees on behalf of all of the Owners and by the Association. Each Owner by acquiring an interest in the Property appoints irrevocably the Declarant as his attorney-in-fact for such purposes; provided, however, that if an Owner notifies Declarant in writing of a claimed violation of these covenants, conditions and restrictions and Developer fails to act within thirty (30) days after receipt of such notification, then, and in that event only an Owner may separately, at his own cost and expense, enforce these covenants, conditions and restrictions as herein provided. Violation of any condition, covenant, restriction or reservation herein contained shall give to the Declarant the right to enter upon the portion of the property wherein said violation or breach exists and to summarily abate and remove at the expense of the Owner any structure, thing or condition that may be or exists thereon contrary to the intent and meaning of the provisions hereof, or to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of these conditions, covenants, restrictions and reservations to enjoin or prevent them from doing so, to cause said violation to be remedied or to recover damages for said violation.

16.2 Deemed to Constitute a Nuisance. Every violation of these covenants or any part thereof is hereby declared to be and to constitute a nuisance, and every public or private remedy allowed therefor by law or equity against an Owner, shall be

applicable against every such violation and may be exercised by Declarant or Owners pursuant to Paragraph 15.1 of this Section.

In any legal or equitable proceeding for the enforcement or to restrain the violation of this Declaration or any provision hereof, the losing party or parties shall pay the reasonable attorney's fees of the prevailing party or parties in the amount as may be fixed by the Court in such proceedings. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

The failure of the Declarant to enforce any of the conditions, covenants, restrictions or reservations herein contained shall in no event be deemed to be a waiver of the right to do so for subsequent violations of or the right to enforce any other conditions, covenants, restrictions or reservations, and Declarant shall not be liable therefor.

16.3 Certificate of Compliance. Upon payment of a reasonable fee not to exceed Twenty Dollars (\$20.00) and upon written request of any Owner, Mortgagee, prospective owner, lessee or prospective lessee of any property covered by these covenants, Declarant shall issue an acknowledged certificate in recordable form setting forth the amounts of any unpaid assessments, if any, and setting forth generally whether or not to the best of Declarant's knowledge said Owner is in violation of any of the terms and conditions of these Covenants. Said written statement shall be conclusive upon Declarant in favor of the persons who rely thereon in good faith. Such statement shall be furnished by Declarant within a reasonable time, but not to exceed ten (10) days from the receipt of a written request for such written statement. In the event Declarant fails to furnish such statement within said ten (10) days, it shall be conclusively presumed that there are no unpaid assessments relating to the Property, Lot or Residence, as to which the request was made and that said Property, Lot or Residence is in conformance with the terms and conditions of these Covenants.

#### SECTION XVII

#### EFFECT OF DEVELOPMENT PLANS, PLAT AND OTHER DOCUMENTS FILED WITH THE COUNTY OF BLAINE AND AMENDMENT THEREOF

17.1 General Information Regarding Development Plan. The preliminary or final plat and other related documents which are on record in the Office of the Clerk of the County of Blaine or other applicable governmental agency (hereinafter referred to as the "Plan") has the effect and only the effect described by the Statutes of the State of Idaho, and the rules and regulations of said City. The Plan and related documents constitute part of the public controls imposed by the City upon developers, Owners, Residents and users of the development and do not create, and are not intended to create, any private property or contract rights in

the Owners and Residents of the development except as such rights may be created expressly by separate contracts, deeds and other documents, including this Declaration. The Plan on file in the office of the said Clerk or other applicable governmental agency describes a plan of development which Declarant believes will provide maximum benefit to the Residents, Owners and the public. During an extended development program, however, various factors can intervene which may hinder the effectiveness of the Plan and may threaten the benefits to be derived by the Residents, Owners and the public unless the Plan can be modified as prescribed by applicable law. Accordingly, this Declaration is not intended to nor does it grant or create any private property or contract rights in the said Plan and such plans continue to remain subject to modification by the proper governmental authorities in accordance with the procedures set forth in the Statutes, rules and regulations of the County of Blaine, State of Idaho.

17.2 Rights Reserved. Declarant expressly reserves to itself, its successors and assigns the right to amend any Plan for the property, so long as:

- (a) Such amendment does not alter the Lot lines of any Lot which has been conveyed to any Owner; and
- (b) Such amendment does not materially reduce the amount of Common Area within the Property available to an Owner for such Owner's use and enjoyment.

#### SECTION XVIII ANNEXATION

18.1 Annexation. The real property described as Wilson Subdivision, or any portion of it, may be annexed to the Property and made subject to this Declaration at the written election of the Declarant made at any time, and from time to time, within five (5) years following the recording of this Declaration with the Blaine County Recorder. Such election shall be made by the recording of a supplement to this Declaration (the "Supplement"). The Supplement shall describe the real property to be annexed, shall state that it is being effected pursuant to the terms of this Declaration for the purpose of annexing the property described in the Supplement to the Declaration. Any Supplement recorded in accordance with the terms of this Section shall be conclusive in favor of all persons who rely on it in good faith. Upon recording the Supplement in accordance with the provisions of this Declaration, the real property described in the Supplement shall be part of The Pines and subject to the provisions of this Declaration; and to the rights and powers of the Association pursuant to the terms of this Declaration, the Articles and the By-Laws, and thereafter all of the Owners of Lots and Units of The Pines constituting a portion of the annexed real property shall

automatically be members of the Association, with voting rights commencing on the date regular assessments commence.

SECTION XIX  
MISCELLANEOUS

19.1 Non-Waiver. Failure by the Declarant, the Association, or any Owner to enforce any covenant, condition, restriction, easement, reservation, or other provision contained in this Declaration shall in no event be deemed to be a waiver of the right to do so thereafter.

19.2 Severability. The provisions of this Declaration shall be deemed to be independent and severable, and the invalidity of any one or more of the provisions hereof, or any portion thereof, by judgment or court order or decree shall in no way affect the validity or enforceability of any of the other provisions, which other provisions shall remain in full force and effect.

19.3 Number and Gender. Unless the context provides or requires to the contrary, the use of the singular herein shall include the plural, the use of the plural shall include the singular, and the use of any gender shall include all genders.

19.4 Captions. The captions to the Sections are inserted herein only as a matter of convenience and for reference and are in no way to be construed to define, limit or otherwise describe the scope of this Declaration nor the intent of any provisions hereof.

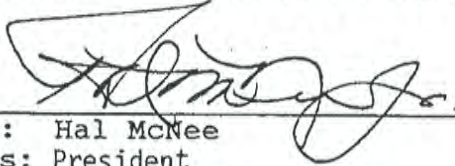
19.5 Notices. Any notice required to be sent to any member or Lot Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as such member or Owner on the records of the Association at the time of such mailing.

19.6 Non-Waiver. All of the conditions, covenants, restrictions and reservations contained in this Declaration shall be construed together, but if it shall at any time be held that any one of said conditions, covenants, restrictions and reservations, or any part thereof, is invalid, or for any reason becomes unenforceable, no other conditions, covenants, restrictions and reservations or any part thereof shall be thereby affected or impaired.

IN WITNESS WHEREOF, the parties hereunto placed their hands and seals the day and year first above-written.

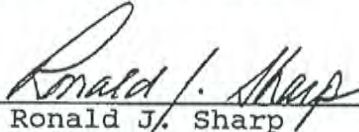
DEVELOPMENT ASSOCIATES, an Idaho  
General Partnership

WESTERN DEVELOPMENT COMPANY



By: Hal McNee  
Its: President  
General Partner


RONALD J. SHARP, INC.



By: Ronald J. Sharp  
Its: President  
General Partner

STATE OF IDAHO            )  
  ss.  
County of Blaine         )

On this 6th day of November, 1989, before me, the undersigned Notary Public in and for said State, personally appeared RONALD J. SHARP, known to me to be the President of Ronald J. Sharp, Inc., who signed the above instrument as a partner of DEVELOPMENT ASSOCIATES, an Idaho general partnership, and acknowledged to me that he executed the same.

  
Kelly M. Radtke  
NOTARY PUBLIC FOR IDAHO  
Residing at: Blaine, Idaho  
Commission Expires: December 31, 1993

STATE OF IDAHO )  
 )  
 ) ss.  
County of Blaine )

On this 13<sup>th</sup> day of November, 1989, before me, the undersigned Notary Public in and for said State, personally appeared HAL McNEE, known to me to be the President of WESTERN DEVELOPMENT COMPANY, who signed the above instrument as a partner of DEVELOPMENT ASSOCIATES, an Idaho general partnership, and acknowledged to me that he executed the same.

K. O. W. L.  
NOTARY PUBLIC FOR IDAHO  
Residing at: Blaine, Idaho  
Commission Expires: June 1993



pinet/cc&rs

313854

BLAINE CO. REQUEST IN TITLE CO.

OF: \_\_\_\_\_

Mace

89 DEC 12 PM 4 00

MARY GREEN, CLERK

FEE \$ 99.00



**From:** Steve Deffe´ <[sdeffe@gmail.com](mailto:sdeffe@gmail.com)>  
**Sent:** Wednesday, November 23, 2022 7:05 PM  
**To:** Participate <[participate@ketchumidaho.org](mailto:participate@ketchumidaho.org)>  
**Subject:** CUP application fo 402 Evergreen Lane addition--The Pines PUD

Ketchum Planning and Zoning Commission

As an adjacent property owner within close proximity to The Pines PUD, I am still opposed to the CUP for the addition to 402 Evergreen Lane for the following reasons.

With the new proposed addition moving from the north end of the existing home to the eastern side, it now butts up against the power pole and guy wire on the NE corner. In the set of previous drawings it shows the pole on or over the City of Ketchum setback recommendations of 15 feet for detached townhomes that were approved for The Pines PUD. What happens to those approved setbacks if one builds to the property line? I can't believe that Idaho Power would allow their power pole to be so close to the wall or fascia, let alone to allow the line to drape so close to and over the roofline with the potential to be buried in deep snow that builds up on our roofs during the winter. Since, as of this time, there are no east elevation drawings of windows, the possibility of reaching out an open window and touching a live wire, or accidentally dropping the screen onto the wire while removing it for cleaning, or touching it while shoveling the roof presents a real danger that needs to be addressed.

Although this a preliminary review of the revised plans, the staff had recommended to the applicant that they revise the plans with regards to the architectural characteristics AND landscaping, particularly on the entryway of the development, which was completely removed prior to application. They are asking the commission to provide feedback on any potential landscaping to block or buffer the gateway entry into the PUD development. As I stated in my last letter opposing this addition: The Evergreen Lane entry was designed with substantial buffer planting strips to create a "gateway" to the PUD development. Over the years the trees and landscaping have been removed without permission. The Pines association should be required to submit a new landscaping plan to match the opposite north side of Evergreen street and re-create the gateway buffer to the PUD as was approved in 1989. As of this time they still have not submitted you a plan. All they have to do is look across Evergreen Lane to the opposite side of the road and plant it the same, leaving out the entry sign.

Again, please respect the citizens of Ketchum, the homeowners and conditions that were approved for The Pines PUD, and deny the CUP application for 402 Evergreen Lane.

Sincerely,

Steve Deffe´  
311 West 5th  
Ketchum



City of Ketchum  
Planning & Building

**STAFF REPORT**  
**KETCHUM PLANNING AND ZONING COMMISSION**  
**SPECIAL MEETING OF NOVEMBER 29, 2022**

**PROJECT:** The 208 Condos

**FILE NUMBER:** P22-035 and P22-035A

**APPLICATION TYPE:** Final Design Review and Subdivision – Condominium Preliminary Plat

**APPLICANT:** Nicole Ramey, Medici Architects (Architect)

**PROPERTY OWNER:** 755 S Broadway, LLC

**REQUEST:** Final Design Review and Condominium Preliminary Plat application for the development of a new, 11,663 square foot, three-story mixed-use building

**LOCATION:** 200 N Leadville Avenue - Ketchum Townsite: Block 23: Lot 1

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

**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 November 7, 2022. The public hearing notice was published in the Idaho Mountain Express on November 9, 2022. A notice was posted on the project site and the city’s website on November 7, 2022. Story poles were verified on the subject property on November 22, 2022.

**I. EXECUTIVE SUMMARY:**



Figure 1: Conceptual Rendering of “The 208 Condos”

The Applicant is proposing an 11,663 square foot three-story mixed-use development known as The 208 Condominiums (the “project”), located at 200 N Leadville Avenue (the “subject property”). The development is not subject to the interim ordinance as the applications were deemed complete prior to the effective date of the ordinance.

The subject property is a vacant corner lot zoned Community Core -Subdistrict 2 - Mixed Use (CC-2) just southeast of the Kneadery and VP Companies offices, across from Vintage restaurant and another vacant lot on the opposite corner.

As proposed, the project includes 1,306 square feet of ground floor retail, and four residential dwelling units as follows:

- One dwelling unit in the basement – 704 net square feet (NSF)

- Two dwelling units on the second floor – 749 NSF and 2,587 NSF
- One dwelling unit on the third floor – 3,514 NSF

Based on the size of the units, a total of 4 parking spaces are required for the residential units. The project proposes two two-car garages. The retail space and the two residential units less than 750 net square feet are exempt from parking requirements. Please see Attachment B for floor plans of each floor and corresponding square footage calculations.

The project proposes to take advantage of the Floor Area Ratio (FAR) bonus in exchange for community housing, mitigating the additional floor area by making a community housing in-lieu payment of \$421,650. The total FAR for the project is 2.0, where 1.0 is permitted by right. An FAR Exceedance Agreement for the in-lieu payment was approved by City Council on November 21, 2022. See Attachment E for the FAR calculations for the project.

The project will construct improvements to the right-of-way per the City of Ketchum improvement standards including, three streetlights, asphalt alley, curb and gutter, and 8-foot sidewalks. The project proposes to snowmelt the sidewalks adjacent to the project. The city engineer and streets department has conducted a preliminary review all improvements and believes the improvements to meet the city's standards. Final review of all improvements to the right-of-way will be conducted by the City Engineer and Streets Department prior to issuance of a building permit. An encroachment permit approved by the City Council will be required for the snow melt system.

Staff believes the project conforms to the zoning and dimensional standard requirements and most of the design review criteria. Staff also believes the project conforms with the subdivision preliminary plat and condominium preliminary plat requirements. However, staff has concerns related to the placement of the transformer and the activation of the 2<sup>nd</sup> Street façade. Staff recommends the Commission review the application and provide feedback to the applicant on potential revisions to address staff's concerns.

## **II. BACKGROUND:**

The City of Ketchum received the application for Final Design Review and condominium preliminary plat on July 1, 2022. The Final Design and Preliminary Plat applications have been reviewed concurrently and were deemed complete on October 14, 2022. Department comments were provided to the applicant on July 27, 2022, and additional comments provided on October 14, 2022. As of the date of this report, most comments have been resolved or are addressed by conditions of approval. Staff has outstanding concerns related to the location of the proposed transformer and 2<sup>nd</sup> Street façade as outlined further below.

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

Per Ketchum Municipal Code (KMC) §17.96.010.A – *Applicability*, design review is required for all new mixed-use buildings. 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).

### **Conformance with Zoning Regulations**

During department review, city staff reviewed the project for conformance with all applicable zoning code requirements including uses, dimensional limitations, signage, parking, development standards, and dark skies. The project follows all applicable zoning code requirements. Please see Attachment E for a full review of dimensional standards.

The proposed development is not subject to the interim ordinance as the application was deemed complete prior to the effective date of the ordinance. However, for information only, staff has provided an overview of

how the project would conform to the interim ordinance as Attachment H. This is for information and reference only and does not represent criteria by which the development should or can be evaluated.

Staff believes the proposed development meets all zoning and dimensional standards as outlined in the applicable sections of the KMC.

### Conformance with Design Review Improvements and Standards

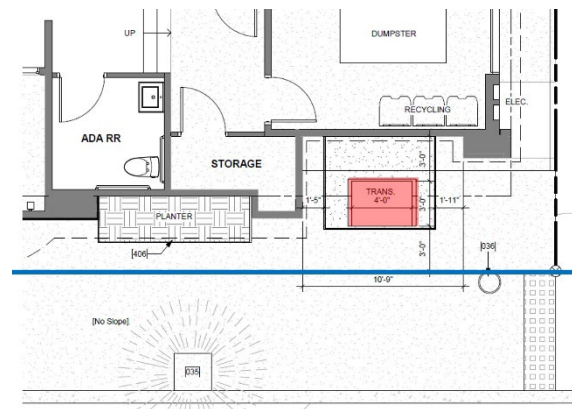
During department review, city staff reviewed the project for conformance with all applicable design review improvements and standards outlined in KMC §17.96.060 – *Improvements and Standards*. Staff also reviewed the development for conformance with KMC §17.96.070 – *Community Core (CC) Projects*. Finally, staff reviewed the development 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, or requirements are met, except for the placement of the transformer and activation of the 2<sup>nd</sup> Street façade and further discussed below. Please see Attachment F for a review of all design review improvements and standards.

### Transformer Location

Per Section 17.96.060.D.2 “Utilities shall be located underground and utility, power, and communication lines within the development site shall be concealed from public view”. Additionally, Criteria 17.96.060.C.2 states “Roof and ground mounted mechanical and electrical equipment shall be fully screened from public view. Screening shall be compatible with the overall building design.” The subject property was previously served by an above ground power line that crossed the alley from the north to a power pole on the subject property as shown on the Sheet titled “ALTA” of Attachment B. At the owner’s expense, the above ground lines have already been removed. The applicant proposes to serve the development by below grade power from the alley to a transformer at the rear of the building adjacent to the sidewalk as shown in Figure 2 to the right.

Figure 2: Proposed Transformer Location.

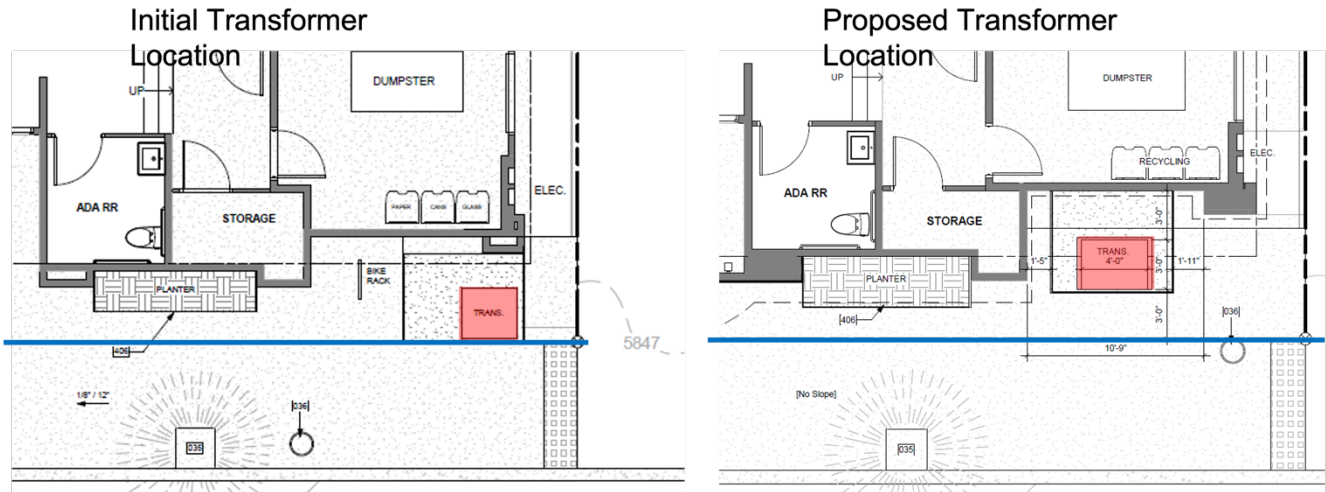


Staff is not supportive of the current location as it does not meet the criteria outlined above specific to screening. Staff also believes the location to be contradictory to the placement of transformers in recent projects within the downtown that have effectively screened transformers. Many projects place this equipment within the rear of the building, opposite pedestrian walkways, and concealed by the building or other substantial screening. Approval of this location would be a departure from what many projects in the community core have designed to and accommodated. The currently proposed location is an improvement from the initial application submittal; however, staff does not believe the placement and screening to be sufficient.

For context, during department review of the initial application, planning staff expressed concern that the location of the transformer did not meet setback and clearance requirements and was not fully screened from public view with the proposed metal screening. Staff recommended the applicant team evaluate relocation of the transformer to the northern property boundary to provide more separation and screening between the sidewalk and the equipment. Staff also recommended the applicant consider open tuck-under parking as that would allow for a more flexible use of the limited space off the alley. Enclosed garage space requires square foot allocation for walls, doors, access and circulation.

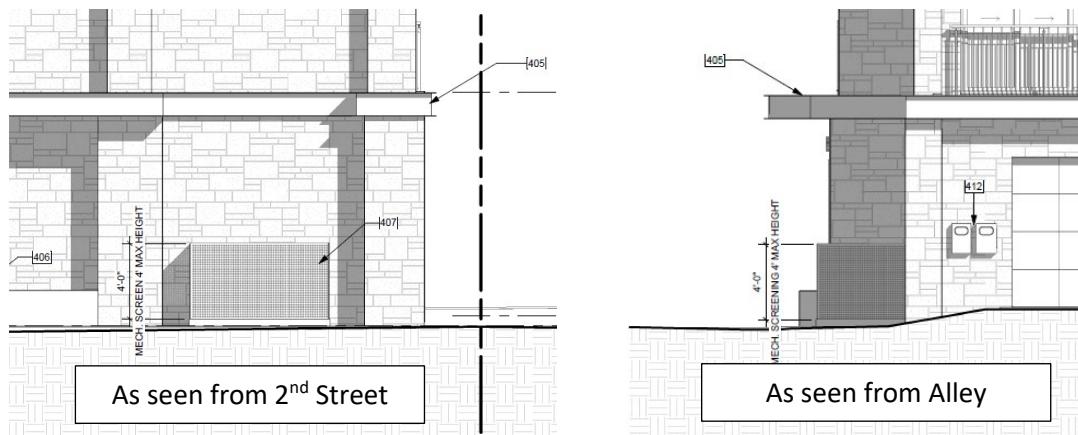
Upon resubmittal of the application materials, the applicant team made some changes to the transformer placement by setting it back to meet clearance requirements but did not move the transformer from the general location. The applicant represents that all options were evaluated and that no other location for the transformer is feasible based on clearance requirements, the applicant’s desire to have enclosed parking, and the constrained space allocated to various uses on the ground floor. Figure 3 below shows the initial transformer location on the left and the proposed transformer location on the right. The transformer is highlighted in red and the subject property boundary adjacent to the 2<sup>nd</sup> Street sidewalk is shown in blue.

Figure 3: Initial and Proposed Transformer Locations



The proposed screening is a 4-foot-high metal mesh panel as shown below in Figure 4 below.

Figure 4: Proposed Screening of Transformer



Staff believes the current location is preferable to the initial application, however, the transformer will still be visible by the public at all times of year due to the proximity to the public sidewalk. Staff also has concerns about the metal screening. This screening is seen in other areas of downtown with little practical success. Metal paneling is prone to freezing in the wintertime, causing Idaho Power to break the panels to get access to transformers. Often, repair of the screens by the property management or homeowner’s association takes an extended period of time resulting in either no screening, or broken screening that may obstruct alleys or sidewalks.

Staff believes that consistent application of the design review criteria is important as the city has made positive progress in the placement of equipment over the past couple of years from previous practice. If allowed to place the transformer in the proposed location, the project is setting an example that would be considered

acceptable to the city and will likely be employed on other projects. Based on these concerns, staff recommends the following alternatives to what is currently proposed:

- Evaluate the configuration of ground floor parking and uses to create an adequate space for the transformer in the rear of the property along the northern property boundary
- Screen the transformer with landscaping that will soften the aesthetic of the transformer and adequately screen the equipment year-round. Staff recommends shrubs rather than tall grasses as the grasses are cut down during the winter and will expose the equipment.

Activation of Ground Floor at Corner

Per Section 17.96.070.B.2, “For nonresidential portions of buildings, front building facades and facades fronting a pedestrian walkway shall be designed with ground floor storefront windows and doors with clear transparent glass. Landscaping planters shall be incorporated into facades fronting pedestrian walkways.” During department review, staff expressed concerns about the placement of the entrance to the basement residential unit and the recessed nature of the retail and residential entrance on 2<sup>nd</sup> Ave. Although the façade along the stairwell includes storefront type windows with associated landscape planters, the placement of the stairwell at the prominent corner of the building and the recessed nature of the main entrance takes away opportunities to maximize activation of the street along 2<sup>nd</sup> Street. On many corner lot developments in the downtown, the focus of activating the street should be at the corner with facades becoming less activated toward the alley where there is usually parking, utilities, trash, and other back of house uses. As shown in Figures 5 and 6 below, only a small portion of the 2<sup>nd</sup> Street façade will have activation at the street level adjacent to the sidewalk. Figure 5 is a plan view of the uses adjacent to the 2<sup>nd</sup> Street façade and Figure 6 shows how those uses translate to the building’s elevation. See the paragraph below for a description of the color coding.

Figure 5: 2nd Street Facade (plan view)

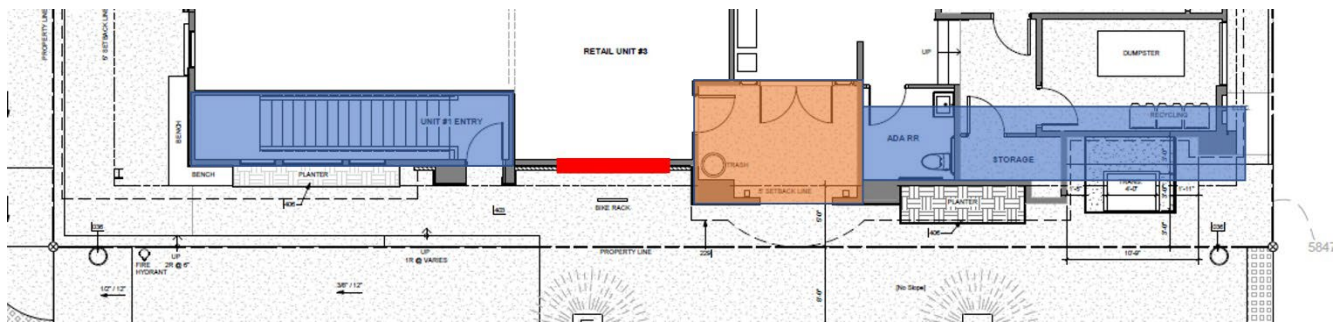


Figure 6: 2nd Street Facade (elevation)



The blue shading notates the stairwell to the basement on the corner and the back of house uses along the façade toward the alley. The orange notes the recessed entry to the building which includes a side entrance to the retail space and the primary entrance for the upper-level residential uses. The red line notates the portion of the façade with direct visibility into the retail space. The intent of the design review criteria is to ensure activation of the street by providing interest for pedestrians. Retail uses rely heavily on “window shopping” potential, which is not supported by the placement of the stairwell in its currently location. Staff recommended the applicant review alternative placement of the stairwell; however the applicant team

represents this is the best location for the purpose of bringing in natural light into the basement unit. The applicant also represents a desire to create a prominent entrance to the upper floor residential units that sets this portion of the building apart from the other uses.

Although staff understands these desires, staff believes the placement of these features diminishes the activation of the street and closes the building off from the pedestrian realm. Staff recommends the applicant consider the following alternatives:

- Relocate the stairwell to the basement residential unit to allow for full visibility of the retail space.
- Reduce the size of the recessed entry to allow for the relocation of the retail entrance to be placed directly onto 2<sup>nd</sup> Street.

#### Exposed Wall on North Facade

The north facade of the proposed building faces toward the Kneadery, adjacent to the VP Companies office and has a zero-foot setback from the property line. Section 17.96.070.B.1 states “Facades facing a street or alley or located more than five feet from an interior side property line shall be designed with both solid surfaces and window openings to avoid the creation of blank walls and employ similar architectural elements, materials, and colors as the front façade”. Although this standard does not directly apply to this façade as it is not set back from the property line, the adjacent building is a one-story building with a pitched roof and has significant setbacks from property lines. Some vegetation is present, although sparse. As shown in the southwest perspective on Sheet A4.4, the north façade will be visible until redevelopment of the adjacent property. As shown in the renderings on Sheet A4.4 and elevation on Sheet A4.3, the development proposes some horizontal banding and a mural to add interest to the building and to reduce the perceived mass of the structure.

In general, staff believes the proposed development meets the design review criteria except for the placement of the transformer and potential activation of the 2<sup>nd</sup> Street facade. Staff requests the Commission review the proposed development and provide feedback to the applicant on the transformer location and 2<sup>nd</sup> Street activation.

#### **IV. CONFORMANCE WITH SUBDIVISION STANDARDS**

During Department Review, staff reviewed the preliminary plat application for conformance with KMC 16.04.030 – *Procedures for subdivision approval*, KMC 16.04.040 – *Development and Design*, and KMC 16.04.070 – *Condominiums*. Please see Attachment G for the review of all requirements and standards. Where “N/A” is checked, the standard is not applicable for one of three reasons:

- The standard applies to the creation of new subdivisions, not the subject property, which is an existing platted lot within the original Ketchum Townsite.
- The standard applies to action that shall be taken at the final plat stage of the process and this application is for a preliminary plat.
- Per provisions of the standard, the City Engineer has determined that the standard does not apply.

The alley between N Leadville Ave and East Ave meets the city’s minimum width requirement of 20 feet. The proposed building is set back 3 feet from the alley, allowing adequate turning movements for vehicles entering and exiting the enclosed garages. The development will reconstruct the alley as shown in the right-of-way improvements plan on Sheet C2.0 of Attachment B. Reconstruction of the alley will include regrading of the alley to meet slope requirements, address drainage issues for the length of the subject property, and tie into the existing sidewalk to the east across the alley.

Staff believes the proposed preliminary plat meets all the subdivision requirements and standards for a preliminary plat and condominium map.

#### **V. STAFF RECOMMENDATION**

Staff requests the Commission review the Design Review application and provided feedback to the applicant on the transformer location and the 2<sup>nd</sup> Street façade activation.

**ATTACHMENTS:**

- A. Application Materials – Design Review application and supplemental materials
- B. Application Materials - Design Review Plan Set
- C. Application Materials – Preliminary Plat application and supplemental materials
- D. Application Materials – Preliminary Plat Plan Set
- E. Zoning and Dimensional Standards Analysis
- F. Design Review Criteria Analysis
- G. Condominium Preliminary Plat Analysis
- H. Interim Ordinance Analysis – Information Only





City of Ketchum  
Planning & Building

LOT 1, BLOCK 23 OF THE VILLAGE OF KETCHUM, BLAINE COUNTY,  
IDAHO, ACCORDING TO THE  
OFFICIAL PLAT THEREOF, RECORDED AS INSTRUMENT NO. 302967,  
RECORDS OF BLAINE COUNTY, IDAHO

**Design Review Application**

OFFICIAL USE ONLY
File Number:
Date Received:
By:
Pre-Application Fee Paid:
Design Review Fee Paid:
Approved Date:
Denied Date:
By:
ADRE: Yes <input type="checkbox"/> No <input type="checkbox"/>

APPLICANT INFORMATION			
Project Name: The 208 - Mix-use (Residential & Retail)	Phone: 206.383.4526		
Owner: 755 South Broadway, LLC	Mailing Address: 2667 South Tacoma Way, Tacoma, WA 98409		
Email: jonathandesign0007@gmail.com	206.383.4526		
Project Representative: Jonathan Sherman	Phone: 208.726.0194		
Architect License Number: AR 1937	Mailing Address: 200 West River Street, Ketchum, ID 83340		
Medici Architects - Nicole Ramey	Suite: 301 or PO Box 6156, Ketchum, ID 83340		
Engineer of Record: Ellipse Engineering			
Email: sratterman@eeimt.com	Phone: 513.265.2869		
Engineer License Number: ID PE 16816 – Exp. 3/31/2023	Mailing Address: 365 NE Quimby Ave, Bend, OR 97701		
<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:	Lot1, block 23 of the village of Ketchum, Blaine county, Idaho.		
Street Address:	200 North Leadville Ave, Ketchum, ID 83340		
Lot Area (Square Feet):	5496.49 SF (.13 acre) - Site undeveloped		
Zoning District:	CC - Community Core		
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:	Retail + Residential    Number of Residential Units: 4		
TOTAL FLOOR AREA			
	<b>Proposed</b>	<b>Existing</b>	
Basements	2,797 Sq. Ft.	0 Sq. Ft.	
1 <sup>st</sup> Floor	3,906 Sq. Ft.	0 Sq. Ft.	
2 <sup>nd</sup> Floor	3,780 Sq. Ft.	0 Sq. Ft.	
3 <sup>rd</sup> Floor	3,733 Sq. Ft.	0 Sq. Ft.	
Mezzanine	0 Sq. Ft.	0 Sq. Ft.	
Total	14,216 Sq. Ft.	0 Sq. Ft.	
FLOOR AREA RATIO			
Community Core: 2.07	Tourist:	General Residential-High:	
BUILDING COVERAGE/OPEN SPACE			
Percent of Building Coverage: 71%			
DIMENSIONAL STANDARDS/PROPOSED SETBACKS			
Front: 10 feet	Side: Varies - average 5'-0"	Side: 0' - 3"	Rear: 3 feet
Building Height: 39' - 7" feet			
OFF STREET PARKING			
Parking Spaces Provided: 4 ( ground level - closed garage)			
Curb Cut: 0 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.

Jonathan S. Sherman (JS SHERMAN, LLC)

05.26.2022

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

April 21, 2022

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

Re: 200 Leadville Ave N

To whom it may concern,

Please allow this letter to serve that Tim Pavolka and Jonathan Sherman have engaged in conversations with me regarding the above-mentioned site. The conversations have been to the following:

This site will provide enough space for dumpster(s) for garbage and cardboard & carts for recycling. There is enough space and access to service this dumpster adequately, utilizing a "Garbage Glider" as indicated on the enclosed plan and a portion of the alley. Should the owners choose only to have a dumpster for garbage and eliminate the cardboard; the scenario still works. Either scenario will only work with a mechanized mode of transporting the dumpster(s) to the alley for servicing. (Snow, Ice, Weight) The Dumpster will be transported to the alley for servicing as per the enclosed plan.

This site when finished as per the plans will satisfy any and all concerns for the safe and efficient removal of garbage. I would like to mention that this is an example of high-quality planning that will benefit the owner(s) of this site, building, and the City. If I may be of further assistance during this process or in the future, please call.

Sincerely,



Mike Goitiandia  
Clear Creek Disposal

Enclosures

CC. Tim Pavolka, Jonathan Sherman

.200 Leadville Ave N - 2



October 24, 2022



755 SOUTH BROADWAY A COI  
755 SOUTH BROADWAY  
DENVER, CO 80209

To whom it may concern,

Thank you for your inquiry about electrical service at 200 N 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.

Idaho Power Company has reviewed the revised transformer location, still at the southeast property corner, but with additional clearance from back of sidewalk to transformer. There will be new underground power lines required to be installed in the public right of way to serve this single phase transformer.

The attached site plan dated 10\_19\_22 reflecting the revised transformer location.

Sincerely,

*Cyndi Bradshaw*

Cyndi Bradshaw  
PO Box 3909  
Hailey ID 83333

# THE 208



NOTE: 3D RENDERINGS ARE FOR ILLUSTRATIVE PURPOSES ONLY. NOT TO BE USED FOR CONSTRUCTION.

## ZONING REQUIREMENTS

**JURISDICTION:** CITY OF KETCHUM, ID  
**ZONING:** CC COMMUNITY CORE, SUBDISTRICT 2-MIXED USE  
**PARCEL ASSESSOR'S #:** RPK00000230010  
**LOT SIZE:** 5,504 SF = 0.13 ACRE

## LEGAL DESCRIPTION:

LOT 1, BLOCK 23 OF THE VILLAGE OF KETCHUM, BLAINE COUNTY, IDAHO, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED AS INSTRUMENT NO. 302967, RECORDS OF BLAINE COUNTY, IDAHO.

## MAXIMUMS:

MAX. FAR: 2.25 WITH INCLUSIONARY HOUSING INCENTIVE - REFER TO SHEET A0.3  
MAX. BUILDING COVERAGE: 75% (SF)  
MAX. HEIGHT: 42' ABOVE ABE

## SETBACKS:

-FRONT AND STREET SIDE 5' AVERAGE  
-ADJACENT TO ALLEYWAY 3'  
-NON-HABITABLE STRUCTURES LOCATED ON BUILDING ROOF-TOPS 10'

## CODE INFORMATION

ALL MATERIALS, WORKMANSHIP, DESIGN AND CONSTRUCTION SHALL CONFORM TO THE DRAWINGS, SPECIFICATIONS, AND THE FOLLOWING APPLICABLE CODES USED IN THIS DESIGN FOR CITY OF KETCHUM.

2018 INTERNATIONAL BUILDING CODE (IBC)  
2018 INTERNATIONAL FIRE CODE  
-INCLUDING AMENDMENTS PER KETCHUM ORDINANCE  
2018 INTERNATIONAL ENERGY CONSERVATION CODE (IECC)  
-INCLUDING AMENDMENTS BY THE IDAHO BUILDING CODE BOARD  
2018 INTERNATIONAL FIRE CODE (IFC)  
-INCLUDING AMENDMENTS PER KETCHUM ORDINANCE  
2018 CITY OF KETCHUM MUNICIPAL CODE  
-INCLUDING KETCHUM GREEN BUILDING CODE  
2018 INTERNATIONAL FUEL GAS CODE (IFGC)  
2018 INTERNATIONAL MECHANICAL CODE (IMC)  
2018 NATIONAL ELECTRIC CODE (NEC)  
2018 IDAHO STATE PLUMBING CODE (ISPC)

## ACCESSIBLE UNITS

PROJECT CONTAINS (4) UNITS TOTAL:  
(3)TYPE B UNITS PROVIDED, PER IBC CHAPTER 11

## PARKING:

RETAIL: EXEMPT LESS THAN 5,500 SF 0 SPACES  
RESIDENTIAL: 4 SPACES

## INDEX OF DRAWINGS

**A0.0** TITLE SHEET & SYMBOLS  
**CIVIL SHEET INDEX**  
1 OF 4 PRELIMINARY PLAT  
2 OF 4 PRELIMINARY PLAT  
3 OF 4 PRELIMINARY PLAT  
4 OF 4 PRELIMINARY PLAT

**C0.10** COVER SHEET  
**ALTA** EXISTING SITE CONDITIONS  
**C1.00** SITE GEOMETRY PLAN  
**C2.00** SITE GRADING, DRAINAGE, AND UTILITY PLAN  
**C2.10** DETAIL SHEET  
**C2.11** DETAIL SHEET

## LANDSCAPE SHEET INDEX

**L1.00** LANDSCAPE SITE PLAN  
**L1.01** ROOFTOP LAYOUT PLAN

## ARCHITECTURAL SHEET INDEX

**A0.1** SITE PLAN  
**A0.3** DESIGN REVIEW FLOOR AREA DIAGRAM  
**A2.0** LOWER LEVEL PLAN  
**A2.1** 1ST FLOOR PLAN  
**A2.2** 2ND FLOOR PLAN  
**A3.0** ROOF PLAN  
**A4.0** ELEVATIONS  
**A4.1** ELEVATIONS  
**A4.2** ELEVATIONS  
**A4.3** ELEVATIONS  
**A4.4** PERSPECTIVES  
**A5.0** SECTION  
**A5.1** EXTERIOR MATERIALS  
**A5.2** EXTERIOR LIGHTING PLAN  
**A5.3** SPEC SHEET

## ELECTRICAL SHEET INDEX

**E0.1** PHOTOMETRIC LIGHTING  
**E0.2** SITE PHOTOMETRICS BUILDING

## DESIGN REVIEW APPLICATION REQUIREMENTS

**TITLE 17 - CHAPTER 17.96 DESIGN REVIEW:**  
17.96.04.C.2.f. FLOOR PLAN. LIST GROSS AND NET SQUARE FOOTAGE FOR EACH FLOOR. LIST OCCUPANCY CLASSIFICATION AND TYPE OF CONSTRUCTION.

**OCCUPANCY CLASSIFICATION:**  
**M** MERCANTILE (RETAIL AREAS)  
**R-2** RESIDENTIAL  
**S-2** PARKING AREAS

## TYPE OF CONSTRUCTION:

V-B

**NOTE: METHOD FOR MEASURING FLOOR AREA (GROSS) PER CHAPTER 17.08 DEFINITIONS:**  
THE SUM OF HORIZONTAL AREA OF THE BUILDING MEASURED ALONG THE OUTSIDE WALLS OF EACH FLOOR OF A BUILDING OR PORTION OF A BUILDING, INCLUDING STAIR TOWERS AND ELEVATORS ON THE GROUND FLOOR ONLY, AND 50 PERCENT OF ATRIUMS OVER 18 FEET PLATE HEIGHT, BUT NOT INCLUDING BASEMENTS, UNDERGROUND PARKING AREAS OR OPEN UNENCLOSED DECKS. PARKING AREAS COVERED BY A ROOF OR PORTION OF THE BUILDING AND ENCLOSED ON THREE OR MORE SIDES BY BUILDING WALLS ARE INCLUDED. FOUR PARKING STALLS FOR DEVELOPMENTS ON SINGLE KETCHUM TOWN SITE LOTS OF 5,600 SF IN SIZE OR LESS ARE NOT INCLUDED IN THE GROSS FLOOR AREA CALCULATION.

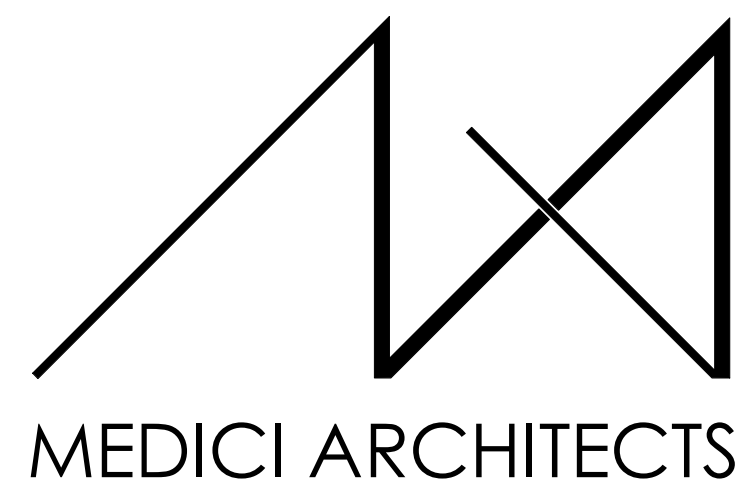
**NOTE: METHOD FOR MEASURING FLOOR AREA (NET) PER CHAPTER 17.08 DEFINITIONS:**  
THE SUM OF HORIZONTAL AREAS OF ALL FLOORS IN A BUILDING INCLUDING BASEMENTS BUT NOT INCLUDING OPEN UNENCLOSED DECKS, INTERIOR OR EXTERIOR CIRCULATION, MECHANICAL EQUIPMENT ROOMS, PARKING AREAS, COMMON AREAS, PUBLIC BATHROOMS OR STORAGE AREAS IN BASEMENTS.

## PROJECT DATA

**PROJECT DESCRIPTION:** NEW CONSTRUCTION OF MIXED USE AND COMMERCIAL BUILDING  
**OWNER:** MICHAEL CARR  
2667 SOUTH TACOMA WAY  
TACOMA, WA 98409  
P:206.423.3121  
E:MIKEC@PERFORMANCERADIATOR.COM  
**ARCHITECT:** MEDICI ARCHITECTS  
SHERMAN, JONATHAN  
200 WEST RIVER STREET #301  
KETCHUM, ID 83340  
P: 208.726.0194  
E: EMILY@MEDICIARCHITECTS.COM  
**DESIGNER:** EXECUTIVE DESIGN SERVICES  
SHERMAN, JONATHAN  
FRIDAY HARBOR, WA 98250  
P:206.383.4526  
E:JONATHANDESIGN007@GMAIL.COM  
**CIVIL ENGINEER:** GALENA ENGINEERING, INC  
317 N. RIVER STREET  
HAILEY, IDAHO 83333  
P: 208.788.1705  
E:GALENA@GALENA-ENGINEERING.COM  
**LANDSCAPE ARCHITECT:** LYON LANDSCAPE ARCHITECTS  
126 SOUTH MAIN STREET, SUITE B1  
HAILEY, IDAHO 83333  
P:253.209.4053  
E:MOGHAN@LYONLA.COM  
**GENERAL CONTRACTOR:** CONRAD BROTHERS  
105 LEWIS ST SUITE 101  
KETCHUM, IDAHO 83340  
P:208.309.1200  
E:PAUL@CONRADBROTHERSCONSTRUCTION.COM  
**ELECTRICAL ENGINEER:** ABOSSEIN ENGINEERING  
18465 NE 68TH STREET #22  
REDMOND, WA 98052  
P:425.462.9441  
E:CSERVICE@ABOSSEIN.COM  
**CITY OF KETCHUM LIGHTING CONSULTANT:** THE MH COMPANIES  
2995 N COLE RD SUITE 115  
BOISE, IDAHO 83704  
P:208.609.3722  
E:CARSON@MHLIGHTING.COM



VICINITY MAP  
1/4" = 1'-0"



11711 SE 8TH STREET SUITE 100  
BELLEVUE, WA 98005  
TEL: (425) 453-9298  
200 W. RIVER ST. SUITE 301  
KETCHUM, ID 83340  
TEL: (208) 726-0194

## REGISTRATION:

LICENSED ARCHITECT  
AR 1937

Emily D. Buchwalter  
STATE OF IDAHO

INTAKE DATE: 10/12/22

REVISIONS: DATE:

REVISIONS:	DATE:

PROJECT / CLIENT:

THE 208 BUILDING

CARR, MICHAEL

## JOB ADDRESS:

200 N LEADVILLE KETCHUM  
IDAHO, 83340  
PARCEL #RPK00000230010

## SYMBOL LEGEND

①	GRID LINES	EXISTING WALL
⊗	PROJECT BASE POINT	EXISTING WALL TO DEMO
+	REFERENCE ELEVATION POINT	2X WALLS
⊕	PROPERTY CORNER	FOUNDATION WALL
⊖	PROPERTY LINE	CONCRETE SURFACE
⊙	CENTER LINE	CAST IN PLACE CONCRETE
T.O.W. 119.12'	TOP OF WALL ELEVATION	STRUCTURAL POST-SIZE AND TYPE PER STRUCTURAL PLAN
N 90°00'00" E Distance	PROPERTY LINE TAG	GAS OUTLET
⊠	SECTIONS FOUND ON SHEET A101	GAS
⊠	SECTION FOUND ON SHEET A101	GAS METER
⊠	DETAIL SECTION FOUND ON SHEET A101	HOSE BIB
⊠	INTERIOR ELEVATION FOUND ON SHEET A1.0	DOWNSPOUT
⊠		METER
⊠		ELECTRICAL METER
⊠		ELECTRICAL PANEL
EXIT	EXIT DIRECTION	UNDISTURBED EARTH
⊙	SMOKE DETECTOR	COMPACTED FILL
⊙	SMOKE & CARBON MONOXIDE DETECTOR	GRAVEL
⊠	DOOR TAG NUMBER	RIGID OR SPRAY INSULATION
10'-0"x12'-0"	DOOR SIZE	BIBS BLOW-IN INSULATION
⊠	WINDOWS TAG NUMBER	STONE
⊠	DRAWING REVISION	BATT INSULATION
⊠	WALL TAG ASSEMBLY	EXHAUST FAN
⊠	WHOLE HOUSE FAN CONTROL	VENT TO OUTSIDE
		WATER METER
		STEP DOWN / ELEVATION CHANGE
		KEY NOTES

## ABBREVIATIONS

AFF	ABOVE FINISH FLOOR	PICT	PICTURE
A/C	AIR CONDITIONING	PLAM	PLASTIC LAMINATE
AHU	AIR HANDLING UNIT	PSF	POUNDS PER SQUARE FOOT
ALT	ALTERNATE	PSI	POUNDS PER SQUARE INCH
ALUM	ALUMINUM	PL	PROPERTY LINE
ANOD	ANODIZED	PNA	PROTECTED NATURAL AREA
BSMT	BASEMENT	QTY	QUANTITY
BLK	BLOCK	REF	REFRIGERATOR
BS	BOTH SIDES	REQD	REQUIRED
BLDG	BUILDING	REV	REVISION
CAB	CABINET	R	RISER
CB	CATCH BASIN	RM	ROOM
CLG	CEILING	RO	ROUGH OPENING
CLR	CLEAR	SG	SAFETY GLASS
CL	CLOSET	SM	SMILAR
CONC	CONCRETE	SH	SINGLE HUNG
CMU	CONCRETE MASONRY UNIT	SOG	SLAB ON GRADE
CONT	CONTINUOUS	SPEC	SPECIFICATION
CJ	CONTROL JOINT	SF	SQUARE FOOT
CPT	CARPET	SS	STAINLESS STEEL
CSMT	CASSEMENT	STD	STANDARD
CF	CUBIC FOOT	STL	STEEL
DIA	DIAMETER	STOR	STORAGE
DBH	DIAMETER BREST HEIGHT	SZ	STORM DRAIN
DIM	DIMENSION	SUP	SUPPLEMENTAL
DW	DISHWASHER	TV	TELEVISION
DH	DOUBLE HUNG	TEMP	TEMPORARY
DN	DOWN	TP	TOILET PAPER DISPENSER
DS	DOWNSPOUT	T&G	TONGUE & GROOVE
D	DRYER	TQ	TOP OF
EA	EACH	TOW	TOP OF WALL
ELEC	ELECTRICAL	TB	TOWEL BAR
EP	ELECTRICAL PANEL	T	TREAD
ELEV	ELEVATOR	TPZ	TREE PROTECTION ZONE
EQ	EQUAL	TYP	TYPICAL
EXT	EXTERIOR	UNO	UNLESS NOTED OTHERWISE
EXIST	EXISTING	VB	VAPOR BARRIER
FFE	FINISH FLOOR ELEVATION	VTS	VENT TO OUTSIDE
FRD	FIRE RATE DOOR	VF	VERIFY IN FIELD
FRW	FIRE RATE WINDOW	VF	VERTICAL
FXD	FIXED	VC	VERTICAL GRAIN
FXT	FIXTURE	WC	WATER CLOSET
FA	FLOOR AREA RATIO	WH	WATER HEATER
FTG	FOOTING	WRB	WATER RESISTANT BARRIER
FAU	FORCED AIR UNIT	W	WASHER
FDN	FOUNDATION	WHF	WHOLE HOUSE FAN
FURN	FURNACE	W	WINDOW
GFA	GROSS FLOOR AREA	WI	WITH
HWD	HARDWOOD	W/O	WITHOUT
HDR	HEADER	WP	WATER PROOFING
HVAC	HEATING, VENTILATION & A/C	YD	YARD
HT	HEIGHT		
HRZ	HORIZONTAL		
HR	HOUR		
INCL	INCLUDE (ED/ING)		
INT	INTERIOR		
LED	LIGHT EMITTING DIODE		
LOD	LIMIT OF DISTURBANCE		
LF	LINEAR FEET		
MANUF	MANUFACTURER		
MAX	MAXIMUM		
MECH	MECHANICAL		
MED	MEDIUM		
MIN	MINIMUM		
MISC	MISCELLANEOUS		
NIC	NOT IN CONTRACT		
NTS	NOT TO SCALE		
NO	NUMBER		
OC	ON CENTER		
PERF	PERFORATED		

DRAWING NAME:

TITLE SHEET

Drawn By: NR/AR

Checked By: EB

Owner Approval:

PHASE:

CONSTRUCTION DRAWINGS

This drawing is the exclusive property of MEDICI ARCHITECTS, and can be reproduced only with the permission of the Architect. Variations and modifications to work shown on this drawing shall not be carried out without written permission from the Architect.

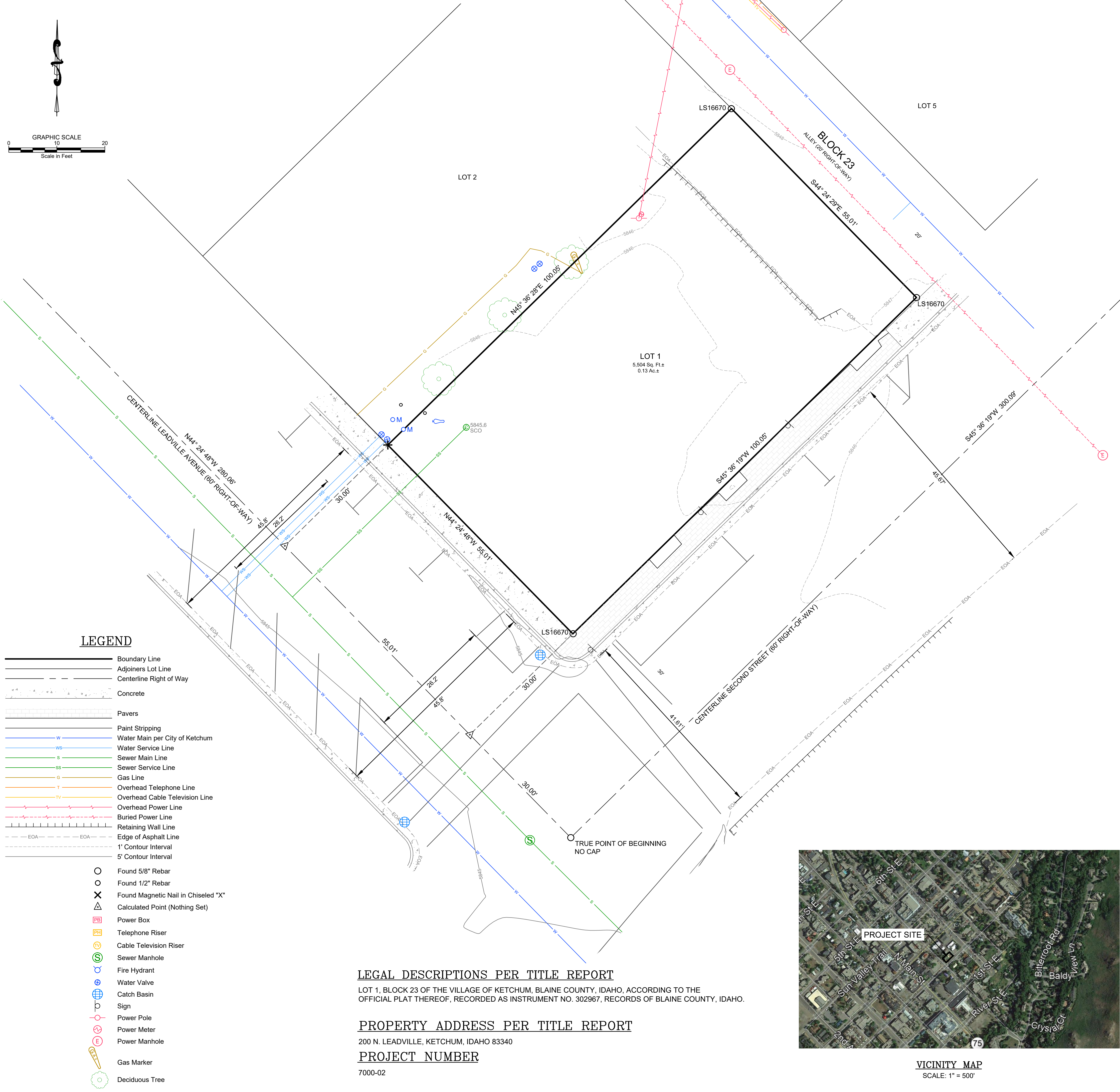
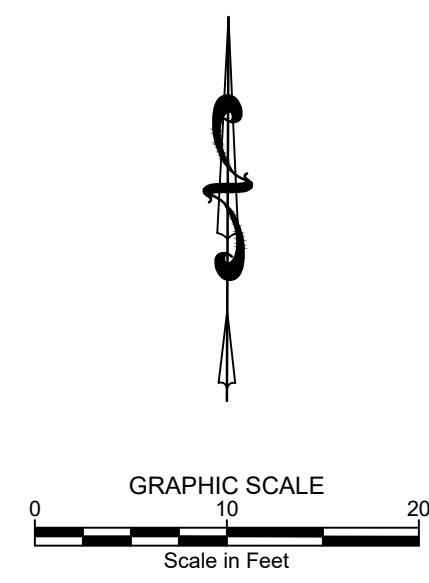
APPROVED FOR CONSTRUCTION:

PROJECT No.: A21-198

DATE: 11/10/2022  
4:03:22 PM

PLOT SCALE: 1:1

# A0.0



**LEGAL DESCRIPTIONS PER TITLE REPORT**  
LOT 1, BLOCK 23 OF THE VILLAGE OF KETCHUM, BLAINE COUNTY, IDAHO, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED AS INSTRUMENT NO. 302967, RECORDS OF BLAINE COUNTY, IDAHO.

**PROPERTY ADDRESS PER TITLE REPORT**  
200 N. LEADVILLE, KETCHUM, IDAHO 83340

**PROJECT NUMBER**  
7000-02



**SURVEY NARRATIVE & NOTES**

- Galena Engineering, Inc. makes no representations as to the existence of any other record documents that may affect this parcel other than those shown in the exceptions of Schedule B-2 as shown hereon.
- The purpose of this survey is to show the monuments found during the boundary retracement of Lot 1, Block 23, Ketchum Townsite. The boundary shown is based on found lot corner monuments and the Amended Record of Survey of Lot 1, Block 23, Ketchum Townsite, Instrument Number 682212, records of Blaine County, Idaho. All found monuments have been accepted. As listed in the Survey Narrative & Notes on said Record of Survey and previously recorded survey under Instrument Number 673065, the missing lot corner monuments were set by block breakdown and proportioning record distances. Vertical Datum is NAVD 1988. Additional documents used in the course of this survey include the plat of the Village of Ketchum, Instrument Number 302967, records of Blaine County, Idaho.
- The bearings and distances shown are measured. Refer to the above referenced documents for previous record information.
- This map makes no assumptions as to any unwritten rights that may exist by and between the adjoining land owners.
- The Surveyor did not abstract property. Survey is based on the Legal Description above.
- Nothing in this survey is intended to express an opinion regarding ownership or title.
- The word "Certify" is understood to be an expression of Professional judgement by the surveyor, which is based on his best knowledge, information and belief.
- This survey is certified for this transaction only.
- The findings and opinions of Galena Engineering, Inc., reflected hereon are privileged, confidential and intended for the use of the individual or entity for whom the work was prepared, it is understood that the use of, reliance on, or reproduction of same, in whole or in part, by others without the express written consent of Galena Engineering, Inc., is prohibited and without warranty, express or implied. Galena Engineering, Inc., shall be held harmless against damages or expenses resulting from such unauthorized use, reliance or reproduction. Copyright 2021. All rights reserved.
- Utility locations shown hereon are based on above ground appurtenances, City of Ketchum utility maps, and Magic Valley Utility Locating. Digline services should be called prior to any excavation.
- Evidence of earth moving work was observed in the process of conducting the fieldwork. A building within the property was demolished in October of 2020. It appears that utility services have been installed within the last few months, however, the specific date is unknown. No evidence of building construction was observed in the process of conducting the fieldwork.
- No markers indicating a field delineation of wetlands by a qualified specialist were observed in the process of conducting the fieldwork.
- No evidence of cemeteries or burial grounds were observed during the course of the survey work.
- The property has access along N Leadville Avenue, Second Street, and the Alley within Block 23. There are currently no curb cuts along N Leadville and 2nd Street and the main access is from the alley. Approximate pavement widths are shown hereon.
- No Delineated parking spaces currently exist on the site. There are 2 parking spaces within the Leadville Road Right of Way and 2 parking spaces within the 2nd Street Right of Way and are shown hereon.
- At the time of this survey there is no evidence of recent street or sidewalk construction or repairs.
- The current Zoning is CC Community Core, Subdistrict 2-Mixed Use. No zoning report or letter was provided to the surveyor by the client.
- The property described hereon is the same as the property described in the title policy provided by TitleOneCorporation dba Sun Valley Title, authorized agent for Steward Title Guaranty Company, issuing office file number 20378964, commitment date of August 31, 2020, and that all easements, covenants and restrictions referenced in said title commitment are apparent from a physical inspection of the site or otherwise known to me have been plotted hereon or otherwise noted as to their effect on the subject property.
- No visible evidence of the location of any underground or above ground storage tanks, wells, railroad tracks, spur tracks or sidings were observed during the course of the survey work.
- During the course of this survey, it was observed that the water valve for the water service to Lot 1 is within Lot 2 as shown hereon. Additionally, it has been observed that the gas service line for Lot 1 is within Lot 2 as shown hereon and the overhead power line to Lot 1 also passes over Lot 2 as shown hereon.

**TITLE INFORMATION AND LIST OF EXCEPTIONS**

This survey does not constitute a title search by the Surveyor. All information regarding record easements and other documents that might affect the quality of title to parcel shown hereon was gained from issuing office file number 20378964, issued by TitleOneCorporation dba Sun Valley Title, authorized agent for Steward Title Guaranty Company, commitment date of August 31, 2020.

The following exceptions are per title policy provided by TitleOneCorporation dba Sun Valley Title, issuing office file number 20378964, Commitment Date: August 31, 2020, Schedule B, Part II Exceptions:

- 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. - AFFECTS PROPERTY, NOT PLOTTABLE.
- Rights or claims of parties in possession not shown by the public records. - AFFECTS PROPERTY, NOT PLOTTABLE. NOT OBSERVED WITHIN SURVEYED BOUNDARY AT TIME OF SURVEY.
- 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. - AFFECTS PROPERTY, NOT PLOTTABLE. NOT OBSERVED WITHIN SURVEYED BOUNDARY AT TIME OF SURVEY.
- Easements, or claims of easements, not shown by the public records. - AFFECTS PROPERTY, NOT PLOTTABLE.
- 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. - AFFECTS PROPERTY, NOT PLOTTABLE.
- (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. - AFFECTS PROPERTY, NOT PLOTTABLE. NOT OBSERVED WITHIN SURVEYED BOUNDARY AT TIME OF SURVEY.
- 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. - AFFECTS PROPERTY, NOT PLOTTABLE.
- Taxes for the year 2019 are paid in full.  
Parcel Number: RPK00000230010  
Original Amount: \$5,449.28  
Without homeowner's exemption - AFFECTS PROPERTY, NOT PLOTTABLE.
- Taxes, including any assessments collected therewith, for the year 2020 which are a lien not yet due and payable - AFFECTS PROPERTY, NOT PLOTTABLE.
- Water and sewer charges, if any, for the City of Ketchum - AFFECTS PROPERTY, NOT PLOTTABLE.
- Easements, reservations, restrictions, and dedications as shown on the official plat of Ketchum Townsite. - AFFECTS PROPERTY, NOT PLOTTABLE.
- Reservations and exceptions in a United States Patent, and in the act authorizing the issuance thereof, recorded April 12, 1937 as Instrument No. 75052. - AFFECTS PROPERTY, NOT PLOTTABLE.
- 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. - AFFECTS PROPERTY, NOT PLOTTABLE.

**SURVEY CERTIFICATION:**

To: 755 S Broadway LLC

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 8, 11, and 14 of Table A thereof. The field work was completed on 04/10/2021.

Date of Map: 05/04/2021  
Mark E. Phillips  
Professional Land Surveyor No. 16670  
State of Idaho



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

AN ALTANSPS LAND TITLE SURVEY SHOWING  
LOT 1, BLOCK 23, KETCHUM TOWNSITE  
LOCATED WITHIN SECTION 18, T. 4N., R. 18E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO

MEP  
DRAWN BY  
SMF  
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

ALTA

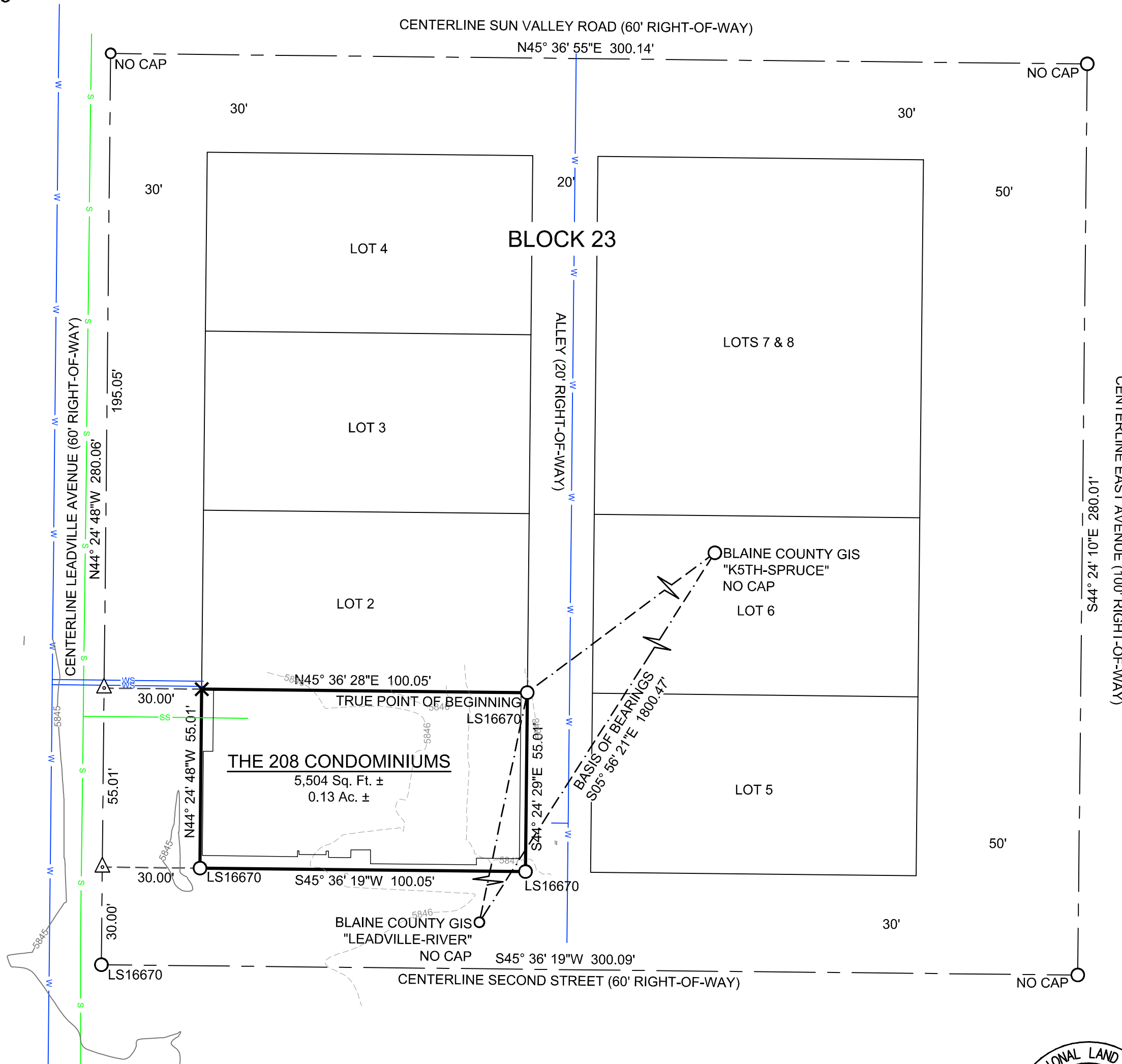
A PRELIMINARY CONDOMINIUM PLAT SHOWING  
**THE 208 CONDOMINIUMS**  
 WHEREIN LOT 1, BLOCK 23, KETCHUM TOWNSITE IS CONVERTED INTO CONDOMINIUMS  
 LOCATED WITHIN SECTION 18, T.4N., R.18E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
 NOVEMBER 2022



**LEGEND**

	Property Line
	Adjoiner's Lot Line
	Centerline of Right of Way
	Building Footprint
	GIS Tie Line
	Survey Tie Line
	Water Main
	Water Service Line
	Sewer Main Line
	Sewer Service Line
	5' Contour Interval
	1' Contour Interval
	Found 5/8" Rebar
	Found 1/2" Rebar
	Found Magnetic Nail & Chiseled X
	Calculated Point, Nothing Set

SCALE: 1" = 30'



**SURVEY NARRATIVE & NOTES**

- The purpose of this survey is to show the monuments found during the boundary retracement of Lot 1, Block 23, Ketchum Townsite and to condominiumize said property as shown hereon. The boundary shown is based on found centerline monumentation, the Amended Record of Survey of Lot 1, Block 23, Ketchum Townsite, Instrument Number 682212, and the Official Map of the Village of Ketchum, Instrument No. 302967, both records of Blaine County, Idaho. All found monuments have been accepted. An additional document used in the course of this survey is the Record of Survey of Lot 1, Block 23, Ketchum Townsite, Instrument Number 673065, records of Blaine County, Idaho.
- 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, and the actual boundaries of the units in the buildings.
- A Title Commitment for the property has been issued by Stewart Title Guaranty Company, File Number 20378964, with a Date of Policy of August 31, 2020. Certain information contained in said title policy may not appear on this map or may affect items shown hereon. It is the responsibility of the owner or agent to review said title policy. All plottable encumbrances and easements listed in the title report are shown hereon. Review of specific documents is required, if further information is desired.
- Horizontal or sloping planes shown hereon are top of finished subfloor and bottom of finished ceiling; vertical planes are finished surfaces of interior walls. Some structural members extend into units, limited common areas and parking spaces.
- Property shown hereon is subject to terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided by applicable Condominium Law or the Condominium Declaration recorded under Instrument Number \_\_\_\_\_, records of Blaine County, Idaho. Consult the Condominium Declarations for the definition of common and limited common area.
- All area outside of units that is not designated as limited common is common area. areas of "common" or "limited common" are shown by diagram.
- Building ties are to the interior corners of unit walls. Elevation datum is NAVD 1988.
- 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.
- The current zoning is CC - Mixed Use. Refer to the City of Ketchum Zoning Ordinance for specific information about this zone.
- The owner of Lot 1 is 755 S Broadway LLC., 2667 S Tacoma Way, Tacoma, Washington 98409. The surveyor/representative is Mark E. Phillips, Galena Engineering, Inc., 317 N. River St., Hailey, Idaho 83333.



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

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

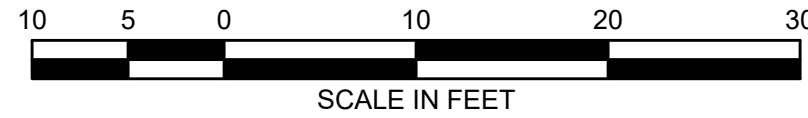
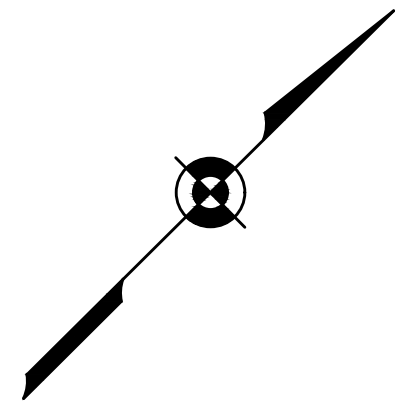
THE 208  
 CONDOMINIUMS

GALENA ENGINEERING, INC.  
 HAILEY, IDAHO

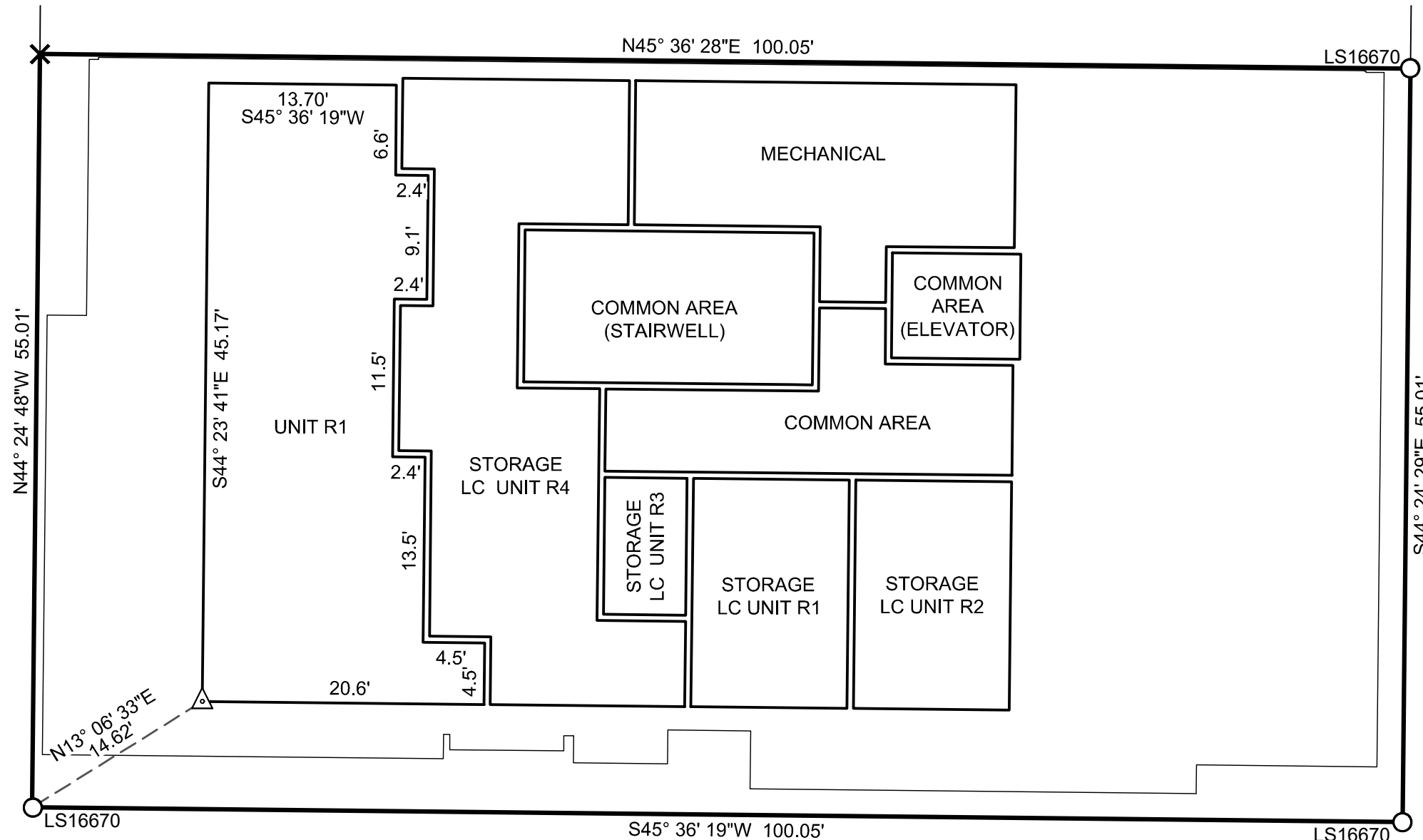
1 OF 4  
 Job No. 7000-03

# A PRELIMINARY CONDOMINIUM PLAT SHOWING THE 208 CONDOMINIUMS

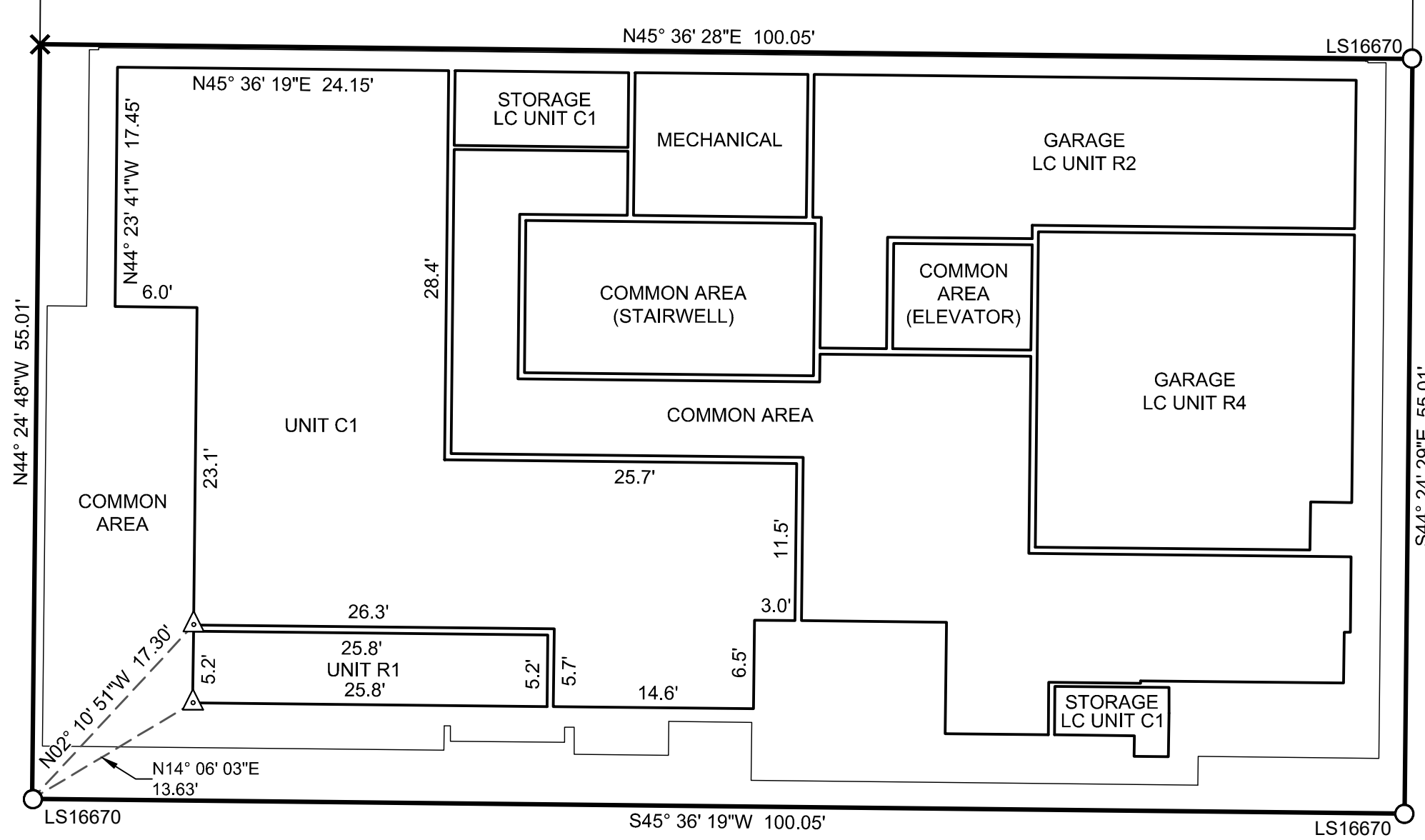
WHEREIN LOT 1, BLOCK 23, KETCHUM TOWNSITE IS CONVERTED INTO CONDOMINIUMS  
LOCATED WITHIN SECTION 18, T.4N., R.18E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
NOVEMBER 2022



SCALE: 1" = 10'



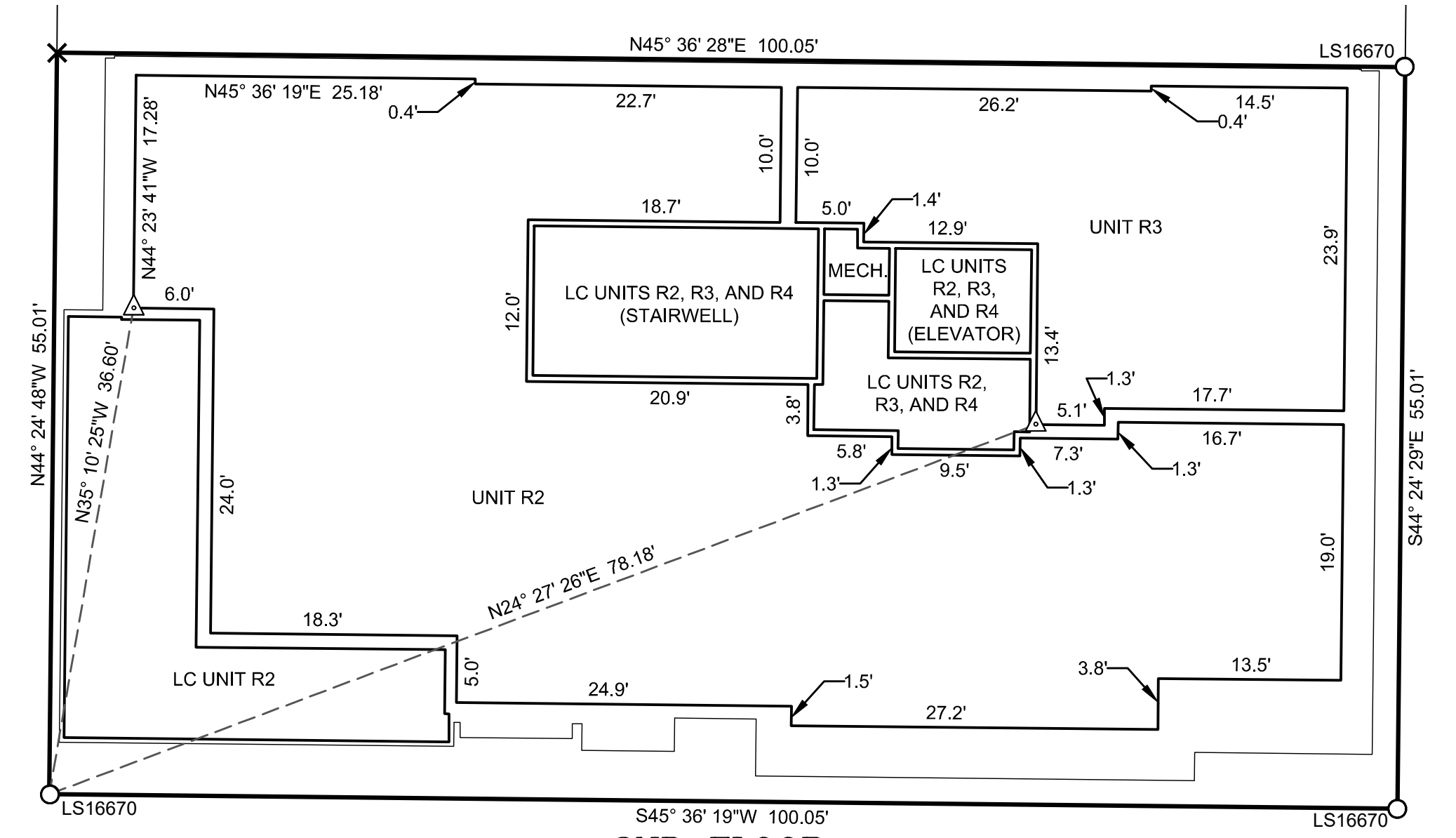
**BASEMENT**  
FE = 5834.87'  
CE = 5844.38'



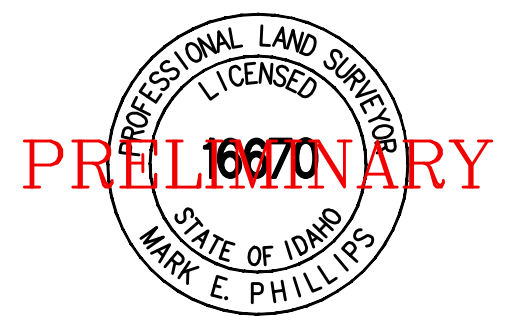
**1ST FLOOR**  
FE = 5846.22'  
CE = 5856.71'

**LEGEND**

	Property Line
	Adjoiner's Lot Line
	Building Footprint
	Survey Tie Line
	Found 5/8" Rebar
	Found Magnetic Nail & Chiseled X
	Calculated Point, Nothing Set
FE	Floor Elevation
CE	Ceiling Elevation
LC	Limited Common



**2ND FLOOR**  
FE = 5858.55'  
CE = 5869.54'



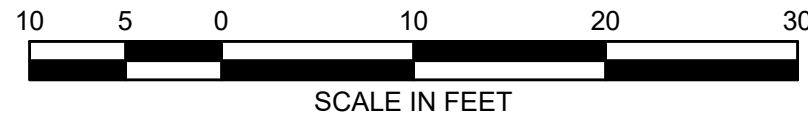
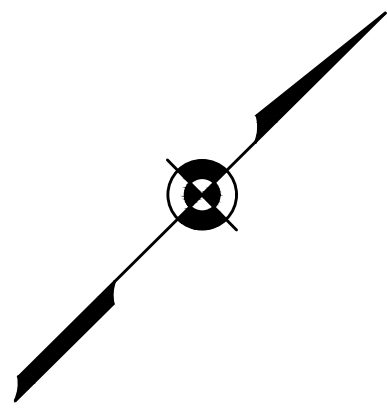
MARK E. PHILLIPS, P.L.S. 16670

THE 208  
CONDOMINIUMS  
  
GALENA ENGINEERING, INC.  
HAILEY, IDAHO  
  
2 OF 4  
Job No. 7000-03

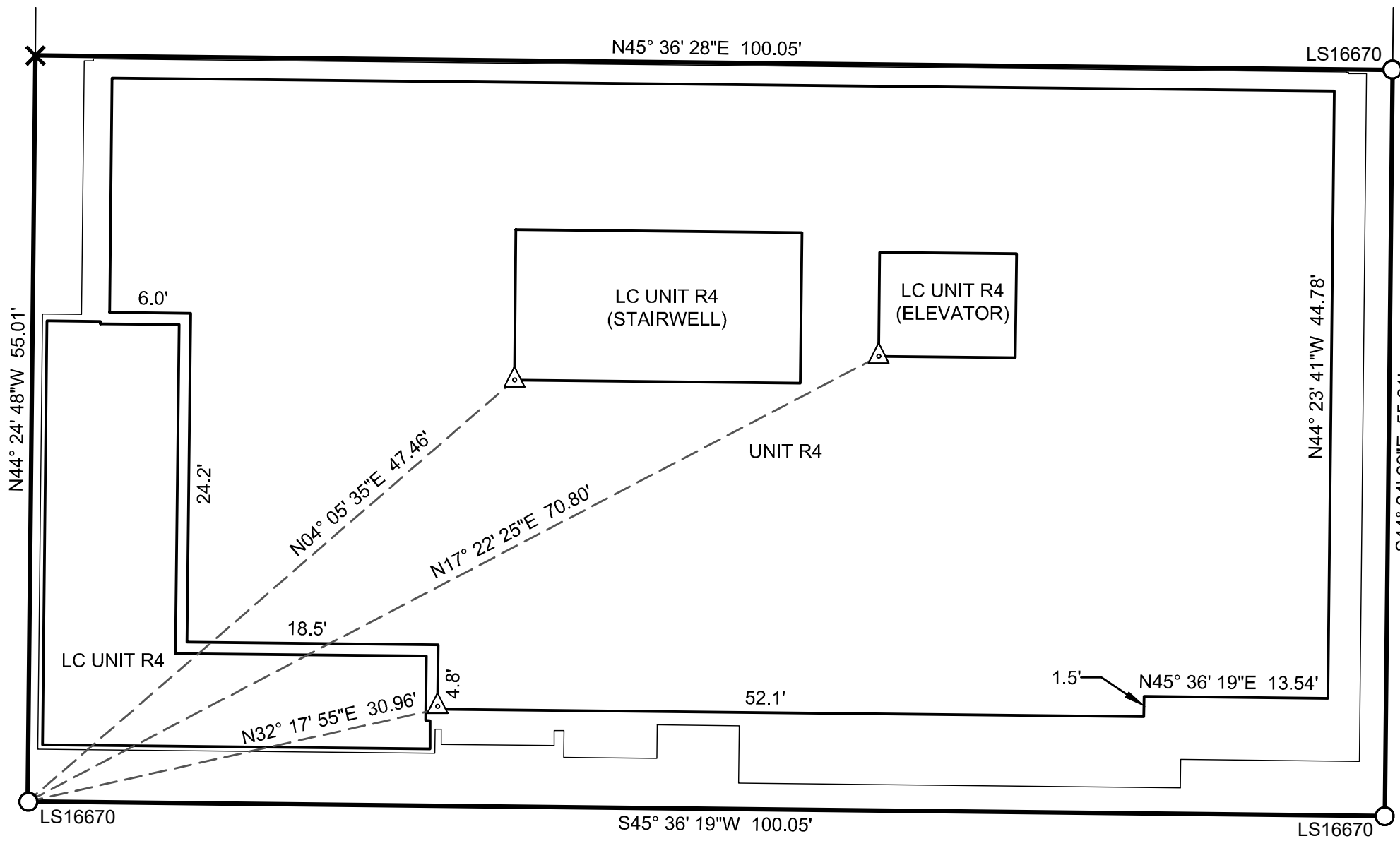


# A PRELIMINARY CONDOMINIUM PLAT SHOWING THE 208 CONDOMINIUMS

WHEREIN LOT 1, BLOCK 23, KETCHUM TOWNSITE IS CONVERTED INTO CONDOMINIUMS  
LOCATED WITHIN SECTION 18, T.4N., R.18E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
NOVEMBER 2022

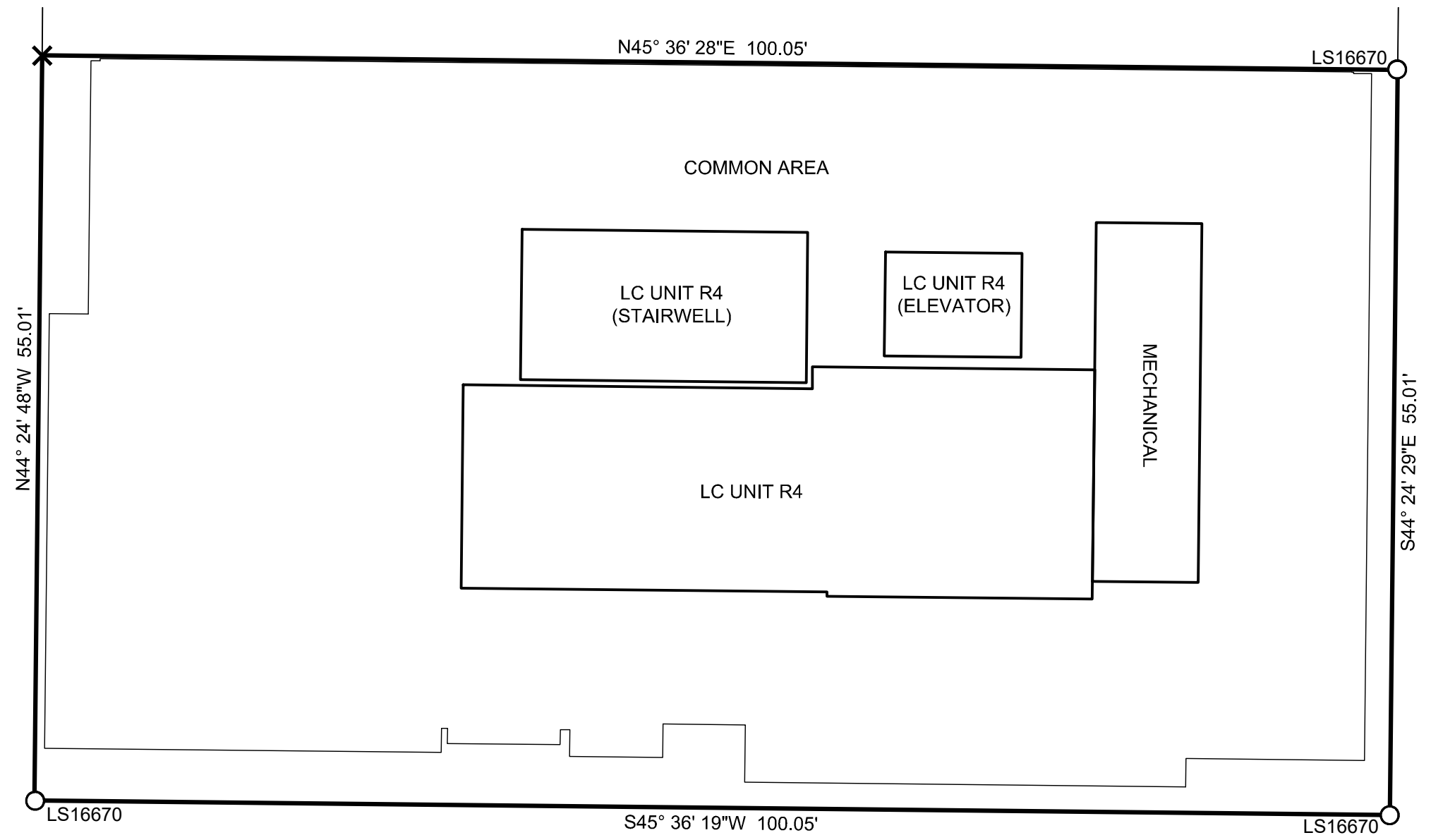


SCALE: 1" = 10'



**3RD FLOOR**

FE = 5871.38'  
CE = 5884.00'



**ROOF**

FE = 5885.84'

**LEGEND**

- Property Line
- Adjoiner's Lot Line
- Building Footprint
- Survey Tie Line
- Found 5/8" Rebar
- Found Magnetic Nail & Chiseled X
- Calculated Point, Nothing Set
- FE Floor Elevation
- CE Ceiling Elevation
- LC Limited Common



**VICINITY MAP**  
NOT TO SCALE



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

THE 208  
CONDOMINIUMS

GALENA ENGINEERING, INC.  
HAILEY, IDAHO

3 OF 4  
Job No. 7000-03

**CERTIFICATE OF OWNERSHIP**

This is to certify that the undersigned are the owners in fee simple of the following described condominium property:

A parcel of land located within Section 18, T.4N., R.18E., B.M., City of Ketchum, Blaine County, Idaho, more particularly described as follows:

Lot 1, Block 23, Ketchum Townsite

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. I do hereby certify that all units within this condominium plat will be eligible to receive water service from an existing water distribution system and that the existing water distribution system has agreed in writing to serve all of units shown within this plat.

It is the intent of the owners to hereby include said condominium property in this plat.

755 S. Broadway LLC, An Idaho Limited Liability Company

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss

On this \_\_\_\_ day of \_\_\_\_\_, 2022, before me, a Notary Public in and for said State, personally appeared 755 S. Broadway LLC, known or identified to me to be the manager 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 \_\_\_\_\_

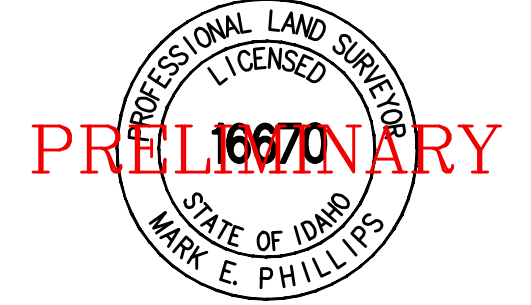
**PROJECT ENGINEER'S CERTIFICATE**

I, the undersigned, project engineer for 208 Condominiums, certify that the subdivision is in accordance with the City of Ketchum Subdivision standards.

\_\_\_\_\_  
Jeff C. Loomis, PE 7986, Galena Engineering, INC

**SURVEYOR'S CERTIFICATE**

I, Mark E. Phillips, a duly Licensed Professional Land Surveyor in the State of Idaho, do hereby certify that this plat is a true and accurate map of the land and points surveyed under my direct supervision and that it is in accordance with the Idaho State Code relating to Plats, Surveys, and Condominiums and the Corner Perpetuation and Filing Act, 55-1601 through 55-1612.



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

**BLAINE COUNTY SURVEYOR'S APPROVAL**

I, Sam Young County Surveyor for Blaine County, Idaho, do hereby certify that I 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 to Plats and Surveys.

\_\_\_\_\_  
Sam Young, P.L.S. 11577  
Blaine County Surveyor

**KETCHUM CITY COUNCIL CERTIFICATE**

I, the undersigned, City Clerk, in and for the City of Ketchum, Blaine County, Idaho, do hereby certify that at a regular meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2022, this plat was duly accepted and approved.

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

**KETCHUM CITY ENGINEER CERTIFICATE**

I, the undersigned, City Engineer in and for the City of Ketchum, Blaine County, Idaho, do hereby approve this plat on this \_\_\_\_ day of \_\_\_\_\_, 2022, and certify that it is in accordance with the City of Ketchum subdivision ordinance.

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

**KETCHUM CITY PLANNER CERTIFICATE**

I, the undersigned, Planner in and for the City of Ketchum, Blaine County, Idaho, do hereby approve this plat on this \_\_\_\_ day of \_\_\_\_\_, 2022, and certify that it is in accordance with the City of Ketchum subdivision ordinance.

\_\_\_\_\_  
Morgan Landers, City of Ketchum

**BLAINE 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 subdivision have been paid in full. This certification is valid for the next thirty (30) days only.

\_\_\_\_\_  
Blaine County Treasurer

\_\_\_\_\_  
Date

**BLAINE COUNTY RECORDER'S CERTIFICATE**

THE 208  
CONDOMINIUMS

GALENA ENGINEERING, INC.  
HAILEY, IDAHO

4 OF 4  
Job No. 7000-03

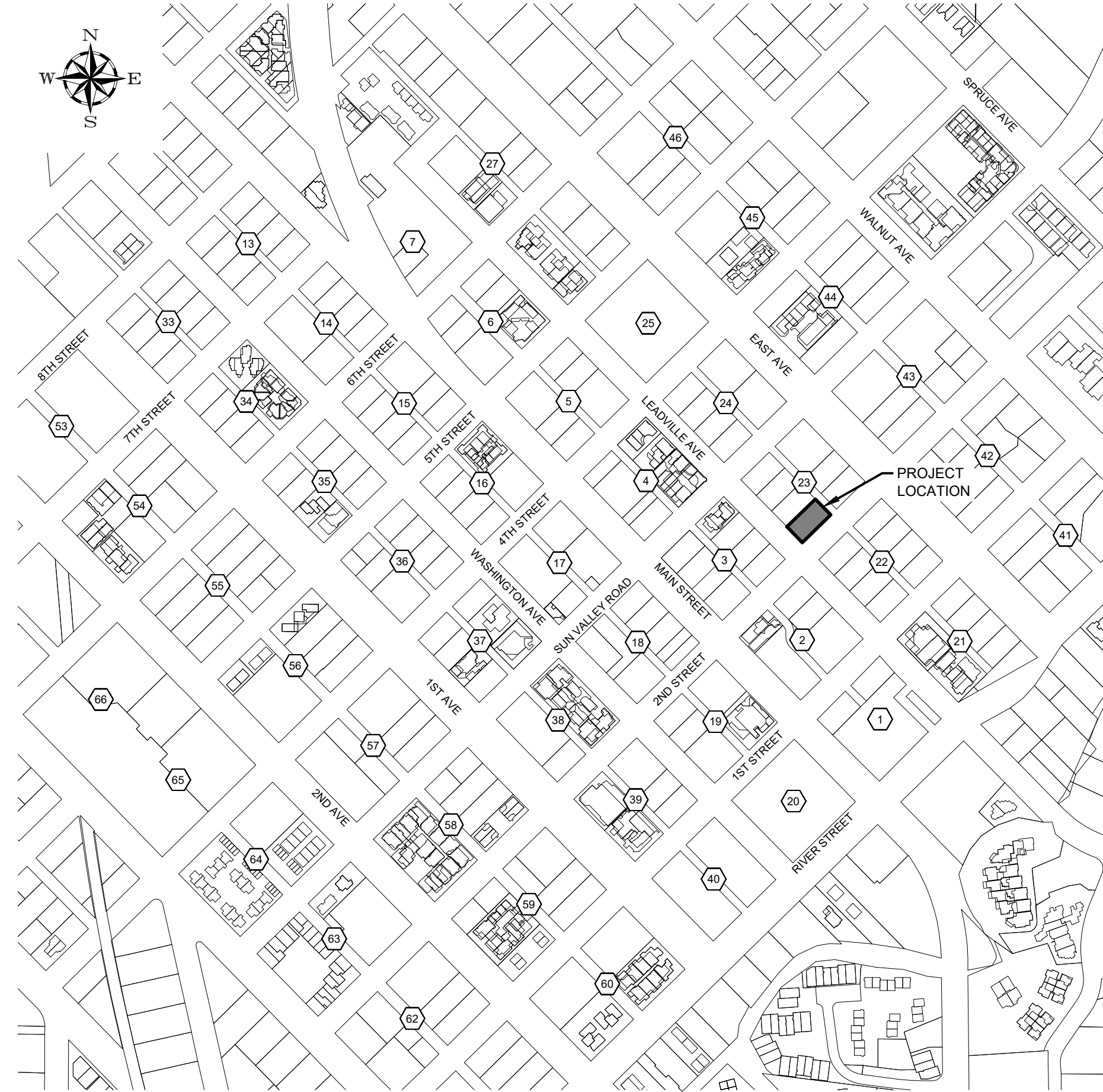
# 200 N. LEADVILLE AVENUE - THE 208 BUILDING

## KETCHUM, IDAHO

### OCTOBER 2022

#### 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" (ISPC), AND CITY OF KETCHUM STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND KEEPING A COPY OF THE ISPC 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 (ISPC), 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 (ISPC), 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 ANS/ISF 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 ANS/ISF 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 ISPC SECTION 201.
- ALL EXCAVATION & EMBANKMENT SHALL CONFORM TO ISPC 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 ISPC 802, TYPE II (ITD STANDARD 703.04, 2"), SHALL BE PLACED IN CONFORMANCE WITH ISPC 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 ISPC 802, TYPE I (ITD STANDARD 703.04, 3/4" B), SHALL BE PLACED IN CONFORMANCE WITH ISPC 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 ISPC SECTION(S) 805, 810, AND 811 FOR CLASS II PAVEMENT. ASPHALT AGGREGATE SHALL BE 1/2" (13MM) NOMINAL SIZE CONFORMING TO TABLE 803B IN ISPC SECTION 803. ASPHALT BINDER SHALL BE PG 58-28 CONFORMING TO TABLE A-1 IN ISPC 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 ISPC SECTION 701 AND 703. ALL CONCRETE SHALL BE 3,000 PSI MINIMUM, 28 DAY, AS DEFINED IN ISPC SECTION 703, TABLE 1.C.
- ALL TRENCHING SHALL CONFORM TO ISPC 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, INC., 5/04/2021. REFER TO TOPOGRAPHIC MAP FOR NOTES.
- 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.

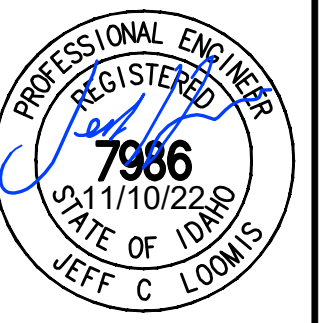


#### SHEET INDEX

SHEET#	DESCRIPTION
C0.10	COVER SHEET
ALTA	EXISTING SITE CONDITIONS
C1.00	SITE GEOMETRY PLAN
C2.00	SITE GRADING, DRAINAGE, AND UTILITY PLAN
C2.10	DETAIL SHEET
C2.11	DETAIL SHEET

**SITE IMPROVEMENT PLAN**  
**200 N. LEADVILLE AVENUE**  
**THE 208 BUILDING**  
 LOCATED WITHIN SECTION 18, T.4N., R.18E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
 PREPARED FOR JONATHAN SHERMAN, J. S. SHERMAN, LLC

PROJECT INFORMATION  
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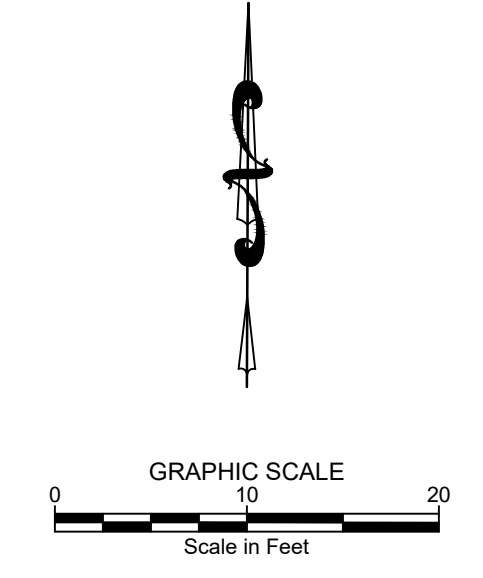
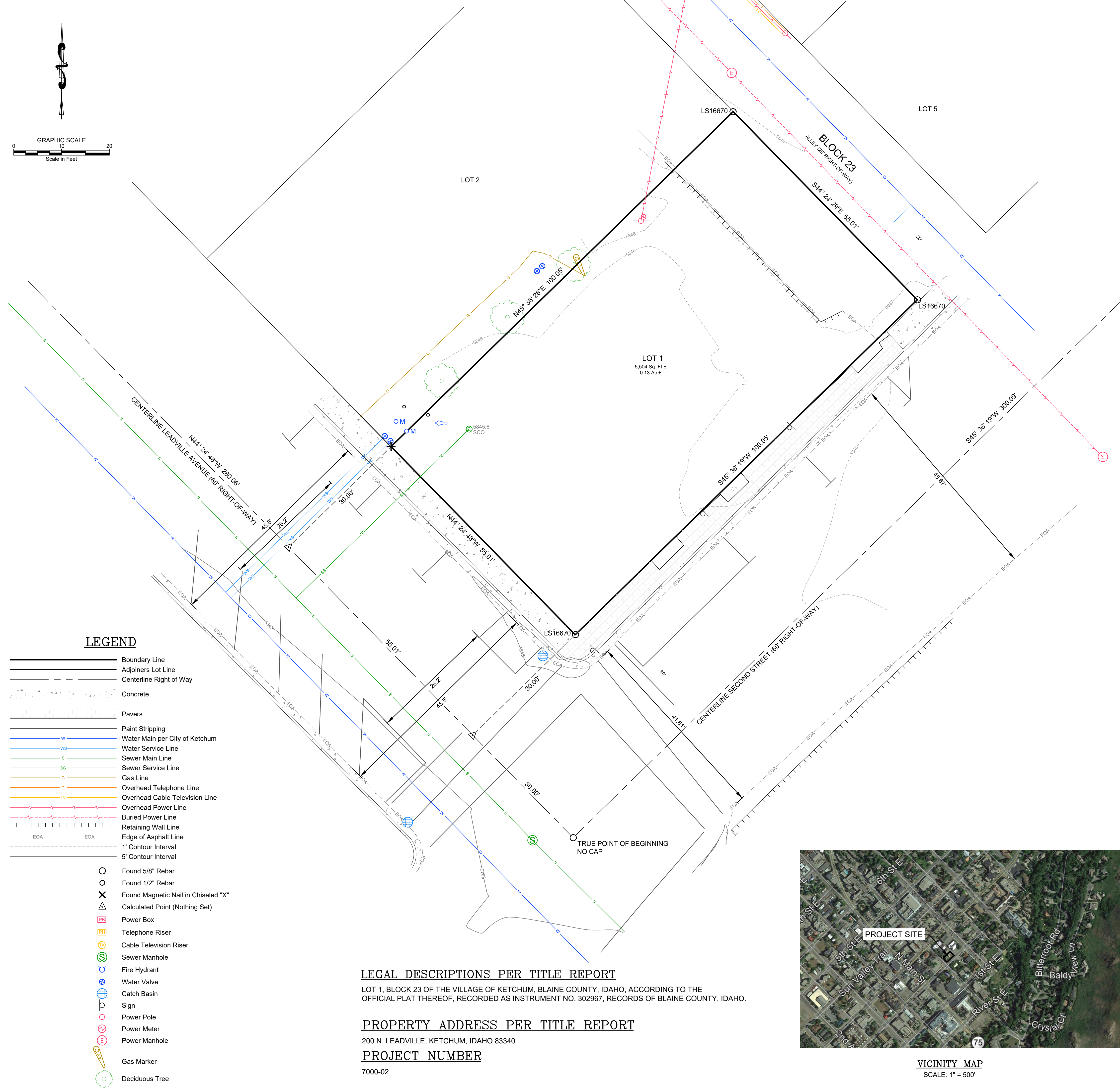
DESIGNED BY \_\_\_\_\_  
 CT  
 DRAWN BY \_\_\_\_\_  
 JCL  
 CHECKED BY \_\_\_\_\_

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

NO.	DATE	BY	REVISIONS

PURPOSE: ISSUE FOR BUILDING PERMIT (10/11/2022)

C0.10



- LEGEND**
- Boundary Line
  - Adjoiners Lot Line
  - Centerline Right of Way
  - Concrete
  - Pavers
  - Paint Stripping
  - Water Main per City of Ketchum
  - Water Service Line
  - Sewer Main Line
  - Sewer Service Line
  - Gas Line
  - Overhead Telephone Line
  - Overhead Cable Television Line
  - Overhead Power Line
  - Buried Power Line
  - Retaining Wall Line
  - Edge of Asphalt Line
  - 1' Contour Interval
  - 5' Contour Interval
  - Found 5/8" Rebar
  - Found 1/2" Rebar
  - Found Magnetic Nail in Chiseled "X"
  - Calculated Point (Nothing Set)
  - Power Box
  - Telephone Riser
  - Cable Television Riser
  - Sewer Manhole
  - Fire Hydrant
  - Water Valve
  - Catch Basin
  - Sign
  - Power Pole
  - Power Meter
  - Power Manhole
  - Gas Marker
  - Deciduous Tree

**LEGAL DESCRIPTIONS PER TITLE REPORT**  
 LOT 1, BLOCK 23 OF THE VILLAGE OF KETCHUM, BLAINE COUNTY, IDAHO, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED AS INSTRUMENT NO. 302967, RECORDS OF BLAINE COUNTY, IDAHO.

**PROPERTY ADDRESS PER TITLE REPORT**  
 200 N. LEADVILLE, KETCHUM, IDAHO 83340

**PROJECT NUMBER**  
 7000-02

**SURVEY NARRATIVE & NOTES**

- Galena Engineering, Inc. makes no representations as to the existence of any other record documents that may affect this parcel other than those shown in the exceptions of Schedule B-2 as shown hereon.
- The purpose of this survey is to show the monuments found during the boundary retracement of Lot 1, Block 23, Ketchum Townsite. The boundary shown is based on found lot corner monuments and the Amended Record of Survey of Lot 1, Block 23, Ketchum Townsite, Instrument Number 682212, records of Blaine County, Idaho. All found monuments have been accepted. As listed in the Survey Narrative & Notes on said Record of Survey and previously recorded survey under Instrument Number 673065, the missing lot corner monuments were set by block breakdown and proportioning record distances. Vertical Datum is NAVD 1988. Additional documents used in the course of this survey include the plat of the Village of Ketchum, Instrument Number 302967, records of Blaine County, Idaho.
- The bearings and distances shown are measured. Refer to the above referenced documents for previous record information.
- This map makes no assumptions as to any unwritten rights that may exist by and between the adjoining land owners.
- The Surveyor did not abstract property. Survey is based on the Legal Description above.
- Nothing in this survey is intended to express an opinion regarding ownership or title.
- The word "Certify" is understood to be an expression of Professional judgement by the surveyor, which is based on his best knowledge, information and belief.
- This survey is certified for this transaction only.
- The findings and opinions of Galena Engineering, Inc., reflected hereon are privileged, confidential and intended for the use of the individual or entity for whom the work was prepared, it is understood that the use of, reliance on, or reproduction of same, in whole or in part, by others without the express written consent of Galena Engineering, Inc., is prohibited and without warranty, express or implied. Galena Engineering, Inc., shall be held harmless against damages or expenses resulting from such unauthorized use, reliance or reproduction. Copyright 2021. All rights reserved.
- Utility locations shown hereon are based on above ground appurtenances, City of Ketchum utility maps, and Magic Valley Utility Locating. Digline services should be called prior to any excavation.
- Evidence of earth moving work was observed in the process of conducting the fieldwork. A building within the property was demolished in October of 2020. It appears that Utility services have been installed within the last few months, however, the specific date is unknown. No evidence of building construction was observed in the process of conducting the fieldwork.
- No markers indicating a field delineation of wetlands by a qualified specialist were observed in the process of conducting the fieldwork.
- No evidence of cemeteries or burial grounds were observed during the course of the survey work.
- The property has access along N. Leadville Avenue, Second Street, and the Alley within Block 23. There are currently no curb cuts along N Leadville and 2nd Street and the main access is from the alley. Approximate pavement widths are shown hereon.
- No Delineated parking spaces currently exist on the site. There are 2 parking spaces within the Leadville Road Right of Way and 2 parking spaces within the 2nd Street Right of Way and are shown hereon.
- At the time of this survey there is no evidence of recent street or sidewalk construction or repairs.
- The current Zoning is CC Community Core, Subdistrict 2-Mixed Use. No zoning report or letter was provided to the surveyor by the client.
- The property described hereon is the same as the property described in the title policy provided by TitleOneCorporation dba Sun Valley Title, authorized agent for Steward Title Guaranty Company, issuing office file number 20378964, commitment date of August 31, 2020, and that all easements, covenants and restrictions referenced in said title commitment are apparent from a physical inspection of the site or otherwise known to me have been plotted hereon or otherwise noted as to their effect on the subject property.
- No visible evidence of the location of any underground or above ground storage tanks, wells, railroad tracks, spur tracks or sidings were observed during the course of the survey work.
- During the course of this survey, it was observed that the water valve for the water service to Lot 1 is within Lot 2 as shown hereon. Additionally, it has been observed that the gas service line for Lot 1 is within Lot 2 as shown hereon and the overhead power line to Lot 1 also passes over Lot 2 as shown hereon.

**TITLE INFORMATION AND LIST OF EXCEPTIONS**

This survey does not constitute a title search by the Surveyor. All information regarding record easements and other documents that might affect the quality of title to parcel shown hereon was gained from issuing office file number 20378964, issued by TitleOneCorporation dba Sun Valley Title, authorized agent for Steward Title Guaranty Company, commitment date of August 31, 2020.

The following exceptions are per title policy provided by TitleOneCorporation dba Sun Valley Title, issuing office file number 20378964, Commitment Date: August 31, 2020, Schedule B, Part II Exceptions:

- 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. - AFFECTS PROPERTY, NOT PLOTTABLE.
- Rights or claims of parties in possession not shown by the public records. - AFFECTS PROPERTY, NOT PLOTTABLE. NOT OBSERVED WITHIN SURVEYED BOUNDARY AT TIME OF SURVEY.
- 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. - AFFECTS PROPERTY, NOT PLOTTABLE. NOT OBSERVED WITHIN SURVEYED BOUNDARY AT TIME OF SURVEY.
- Easements, or claims of easements, not shown by the public records. - AFFECTS PROPERTY, NOT PLOTTABLE.
- 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. - AFFECTS PROPERTY, NOT PLOTTABLE.
- (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. - AFFECTS PROPERTY, NOT PLOTTABLE. NOT OBSERVED WITHIN SURVEYED BOUNDARY AT TIME OF SURVEY.
- 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. - AFFECTS PROPERTY, NOT PLOTTABLE.
- Taxes for the year 2019 are paid in full.  
 Parcel Number: RPK00000230010  
 Original Amount: \$5,449.28  
 Without homeowner's exemption - AFFECTS PROPERTY, NOT PLOTTABLE.
- Taxes, including any assessments collected therewith, for the year 2020 which are a lien not yet due and payable - AFFECTS PROPERTY, NOT PLOTTABLE.
- Water and sewer charges, if any, for the City of Ketchum - AFFECTS PROPERTY, NOT PLOTTABLE.
- Easements, reservations, restrictions, and dedications as shown on the official plat of Ketchum Townsite. - AFFECTS PROPERTY, NOT PLOTTABLE.
- Reservations and exceptions in a United States Patent, and in the act authorizing the issuance thereof, recorded April 12, 1937 as Instrument No. 75052. - AFFECTS PROPERTY, NOT PLOTTABLE.
- 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. - AFFECTS PROPERTY, NOT PLOTTABLE.

**SURVEY CERTIFICATION:**

To: 755 S Broadway LLC

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 8, 11, and 14 of Table A thereof. The field work was completed on 04/10/2021.

Date of Map: 05/04/2021  
 Mark E. Phillips  
 Professional Land Surveyor No. 16670  
 State of Idaho



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

**AN ALTANSPS LAND TITLE SURVEY SHOWING  
 LOT 1, BLOCK 23, KETCHUM TOWNSITE**  
 LOCATED WITHIN SECTION 18, T. 4N., R. 18E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO

PROJECT INFORMATION  
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 PREPARED FOR TIM PAVOLKA

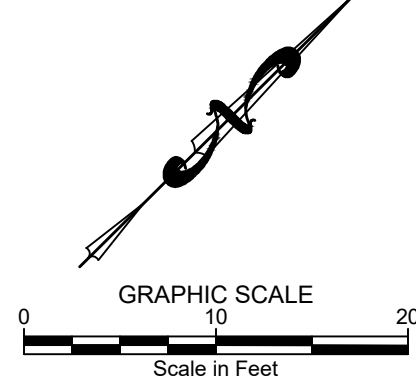
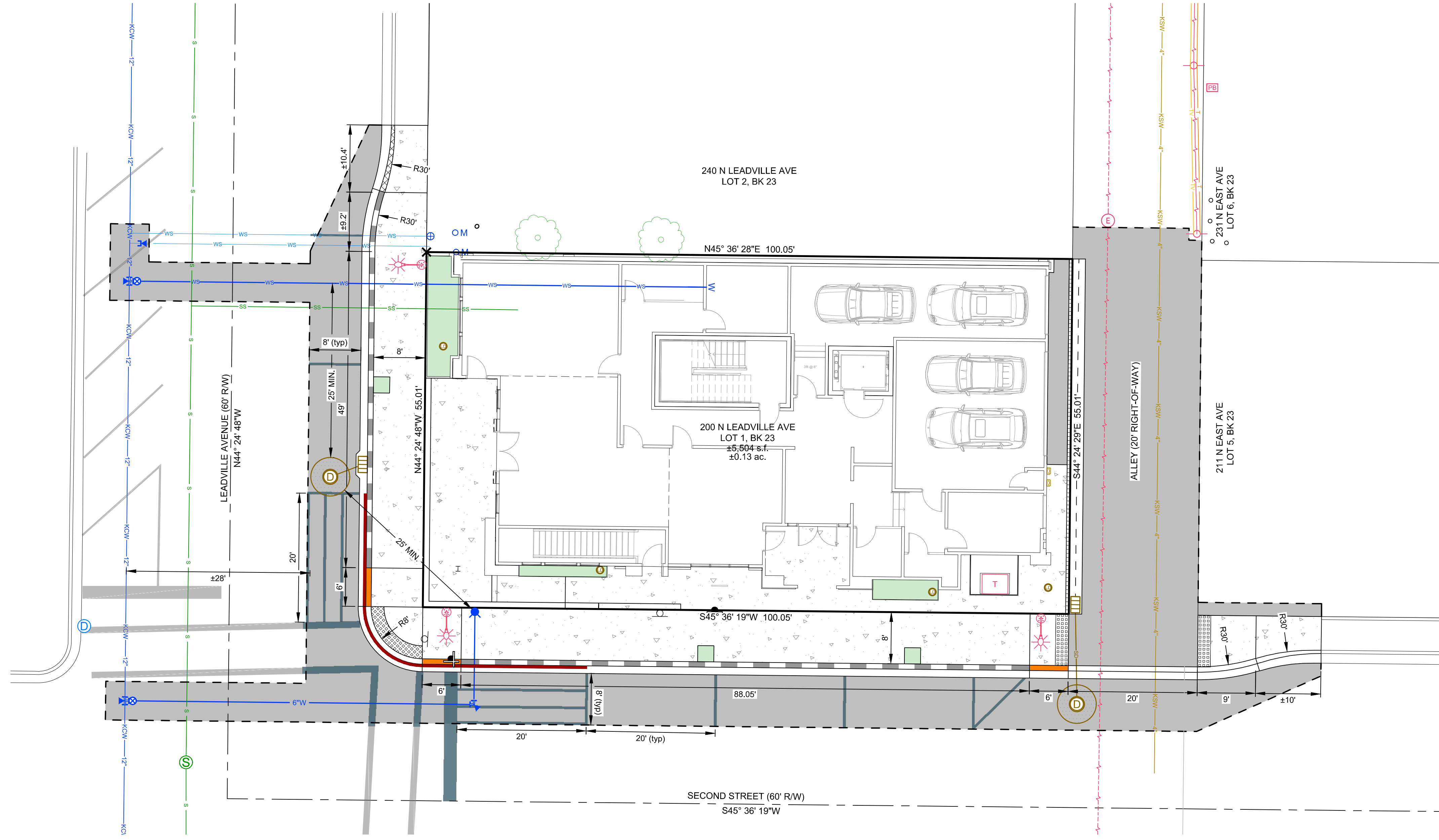
MEP DRAWN BY  
 SMF CHECKED BY

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

PURPOSE:	NO.	DATE	BY	REVISIONS

**ALTA**

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



PURPOSE: ISSUE FOR BUILDING PERMIT (10/11/2022)

NO.	DATE	BY	REVISIONS

C1.00

**GALENA**  
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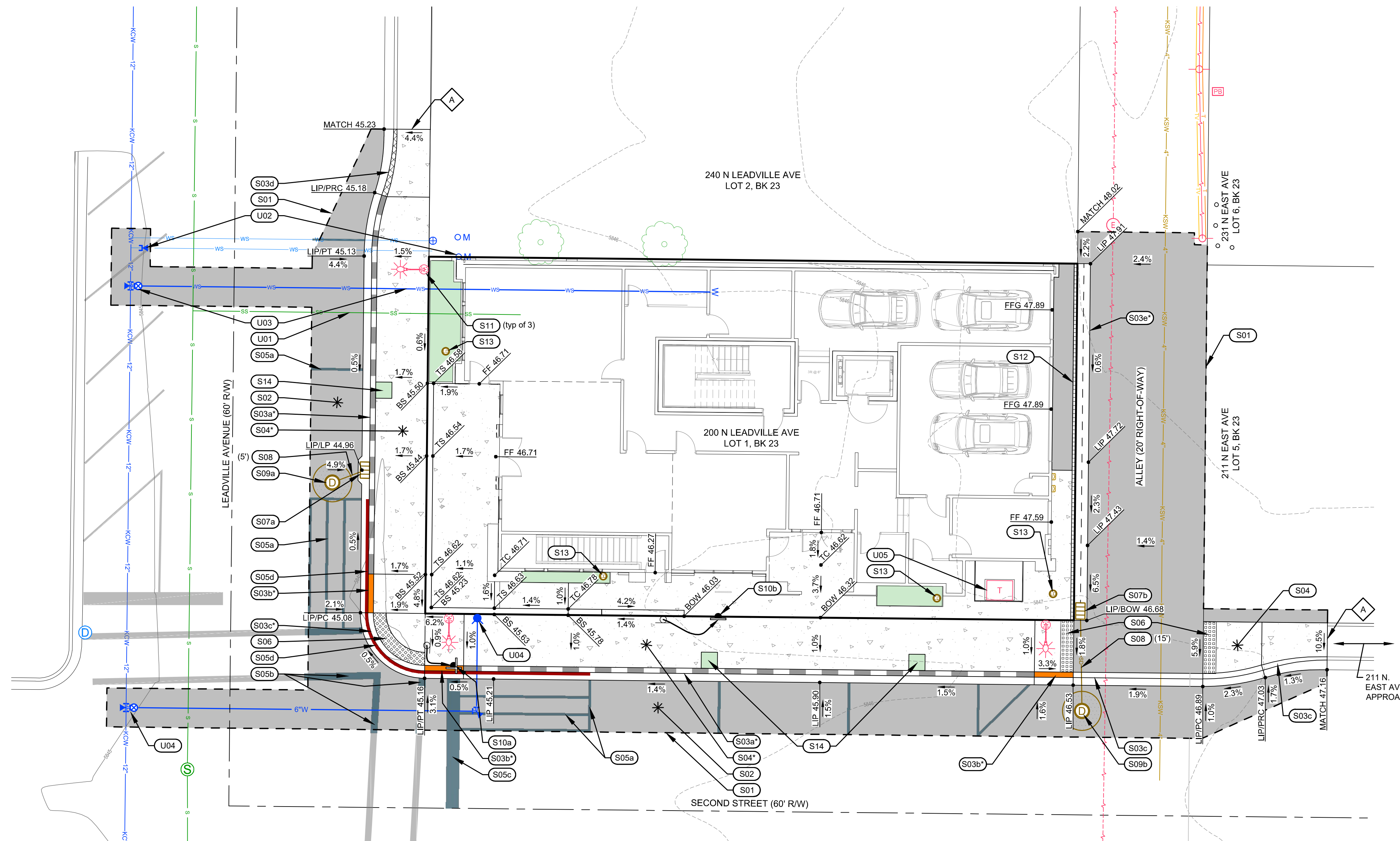
DESIGNED BY \_\_\_\_\_  
DRAWN BY \_\_\_\_\_  
CHECKED BY \_\_\_\_\_



**GEOMETRY PLAN**  
**200 N. LEADVILLE AVENUE**  
**THE 208 BUILDING**  
LOCATED WITHIN SECTION 18, T.4N., R.18E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
PREPARED FOR JONATHAN SHERMAN, J. S. SHERMAN, LLC

PROJECT INFORMATION  
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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.



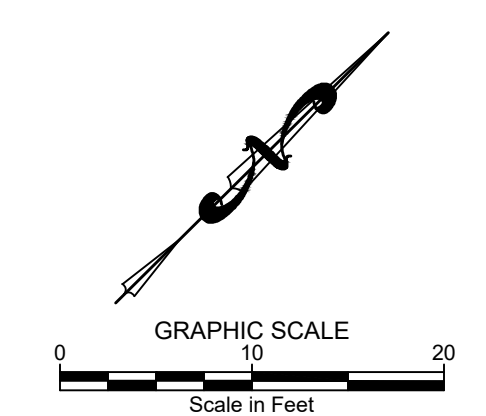
**ABBREVIATIONS**  
 BOW = Back of Walk  
 BS = Bottom of Steps  
 FF = Finished Floor Elevation  
 FG = Finished Grade  
 GFF = Garage Finished Floor  
 LIP = Lip of Gutter  
 LP = Low Point  
 PC = Point of Curvature  
 PRC = Point of Reverse Curb  
 PT = Point of Tangent  
 TC = Top of Concrete  
 TS = Top of Steps

**SITE IMPROVEMENT KEY NOTES**

- S01 SAWCUT ASPHALT TO PROVIDE FOR A CLEAN VERTICAL EDGE.
- S02 CONSTRUCT ASPHALT ROADWAY / ASPHALT REPAIR. REFER TO DETAIL 1 / C2.10.
- S03 CONSTRUCT CONCRETE CURB AND GUTTER \*radiant heating shall be along City Rights-of-way adjacent property.
  - a. 6" ROLLED C&G PER DETAIL 2 / C2.10.
  - b. CURB TRANSITION PER DETAIL 3 / C2.10.
  - c. ZERO REVEAL CURB AND GUTTER PER DETAIL 3 / C2.10.
  - d. CURB TRANSITION (BETWEEN 6" VERTICAL C&G AND 6" ROLLED C&G).
  - e. 2' WIDE CONCRETE VALLEY GUTTER PER DETAIL 4 / C2.10.
- S04 CONSTRUCT CONCRETE SIDEWALK. WIDTH AS SHOWN HEREON. REFER TO DETAIL 5 / C2.10. \*radiant heating shall be along City Rights-of-way adjacent property.
- S05 INSTALL ROAD STRIPING / PAINT
  - a. YELLOW ASPHALT PARKING STRIPING (4" WIDE). MATCH CITY PATTERNS.
  - b. WHITE CROSSWALK STRIPING (12" WIDE).
  - c. WHITE STOP BAR STRIPING (24" WIDE).
  - d. RED "NO PARKING" STRIPING ON CURB. MATCH CITY PATTERNS.
- S06 INSTALL CITY OF KETCHUM APPROVED CAST IRON TRUNCATED DOME DETECTABLE WARNING PLATE. REFER TO DETAIL 6 / C2.10.
- S07 INSTALL CATCH BASIN. REFER TO DETAIL 7 / C2.10.
  - a. RIM = 5844.76  
I.E.(OUT) = 5841.76
  - b. RIM = 5846.48  
I.E.(OUT) = 5843.48
- S08 INSTALL 12" ADS N-12 STORM DRAIN PIPE WITH A MINIMUM SLOPE OF 2.0%. SEE DETAIL 7 / C2.11 FOR POTABLE AND NON-POTABLE WATER LINE SEPARATION AND DETAIL 1 / C2.11 FOR TRENCHING.
- S09 INSTALL DRYWELL. REFER TO DETAIL 3 / C2.11.
  - a. RIM = 5845.17  
I.E.(N) = 5841.6
  - b. RIM = 5846.60  
I.E.(N) = 5843.1
- S10 SIGNS: REFER TO DETAIL 4 / C2.11 FOR SIGN BASE INFORMATION.
  - a. RELOCATE STOP / STREET SIGN. COORDINATE FINAL LOCATION WITH CITY OF KETCHUM.
  - b. RELOCATE PARKING REGULATORY SIGN. COORDINATE FINAL LOCATION WITH CITY OF KETCHUM.
- S11 INSTALL STREET LIGHT:
  - LOCATIONS SHOWN HEREON ARE FOR GRAPHICAL REPRESENTATION ONLY. ACTUAL STREET LIGHT LOCATIONS SHALL BE VERIFIED FROM AN ILLUMINATION ANALYSIS FROM MH COMPANIES. REFER TO THE CITY OF KETCHUM STANDARD STREET LIGHT DETAIL.
- S12 INSTALL TRENCH DRAIN. REFER TO DETAIL 6 / C2.11.
- S13 INSTALL LANDSCAPE DRYWELL. CONNECT ROOF DRAIN AND TRENCH DRAIN SYSTEMS INTO DRYWELL. REFER TO DETAIL 8 / C2.10.
- S14 INSTALL STREET TREE. SEE DETAIL 5 / C2.11.
- A MATCH EXISTING LINES AND GRADES

**UTILITY KEY NOTES**

- U01 UTILIZE EXISTING SEWER SERVICE. THE CONTRACTOR SHALL VERIFY THAT THE SEWER TAP MEETS CITY STANDARDS.
- U02 CUT AND CAP EXISTING SERVICE AT THE MAIN. REMOVE METER BOX.
- U03 INSTALL NEW FIRE LINE WITH STAINLESS STEEL TAPPING SADDLE, GATE VALVE, AND THRUST BLOCKING. PLUMB DOMESTIC OFF NEW FIRE LINE IN RISER ROOM. INSTALL 1 METER FOR COMMERCIAL AND 1 METER FOR RESIDENTIAL. REFER TO PLUMBING PLAN FOR WATER LINE SIZING DATA. REFER TO DETAIL 2 / C2.11 FOR POTABLE / NON-POTABLE WATER LINE SEPARATION AND DETAIL 7 / C2.11 FOR THRUST BLOCK REQUIREMENTS.
- U04 INSTALL FIRE HYDRANT ASSEMBLY (SEE DETAIL 9 / C2.10). INSTALL 12"x6" STAINLESS STEEL TAPPING SADDLE, 6" GATE VALVE, 6" 90° D.I. BEND W/ THRUST BLOCKS, ±98 L.F. OF 6" PVC WATER MAIN. CITY TO PROVIDE MOUNTAIN EXTENSION. CONTRACTOR TO COORDINATE WITH WATER AND FIRE DEPARTMENTS. REFER TO DETAIL 2 / C2.11 FOR POTABLE / NON-POTABLE WATER LINE SEPARATION AND DETAIL 7 / C2.11 FOR THRUST BLOCK REQUIREMENTS.
- U05 INSTALL POWER TRANSFORMER. REFER TO ARCHITECTURAL AND ELECTRICAL PLANS FOR DETAILS.



**SITE GRADING, DRAINAGE, AND UTILITY PLAN**  
**200 N. LEADVILLE AVENUE**  
**THE 208 BUILDING**  
 LOCATED WITHIN SECTION 18, T.4N., R.18E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
 PREPARED FOR JONATHAN SHERMAN, J. S. SHERMAN, LLC



DESIGNED BY  
 CT  
 DRAWN BY  
 JCL  
 CHECKED BY

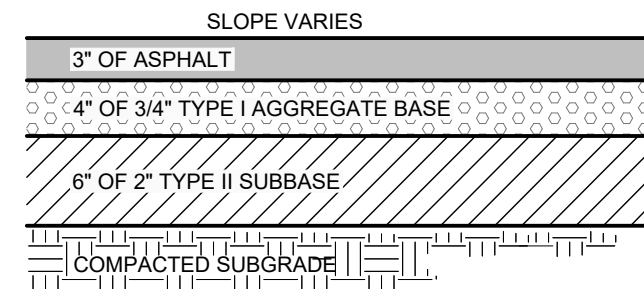
**GALENA**  
 ENGINEERING, INC.  
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 Hailey, Idaho 83433  
 (208) 768-1705  
 email: galena@galena-engineering.com

PURPOSE: ISSUE FOR BUILDING PERMIT (10/11/2022)

NO.	DATE	BY	REVISIONS

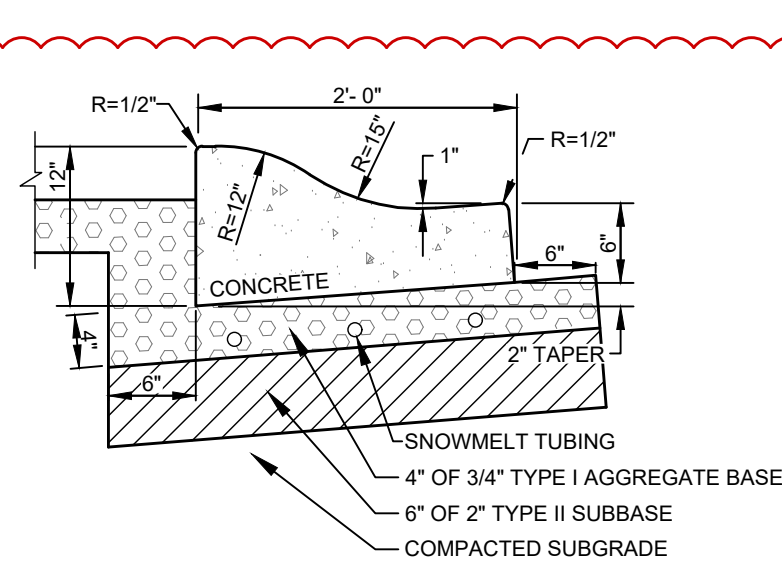
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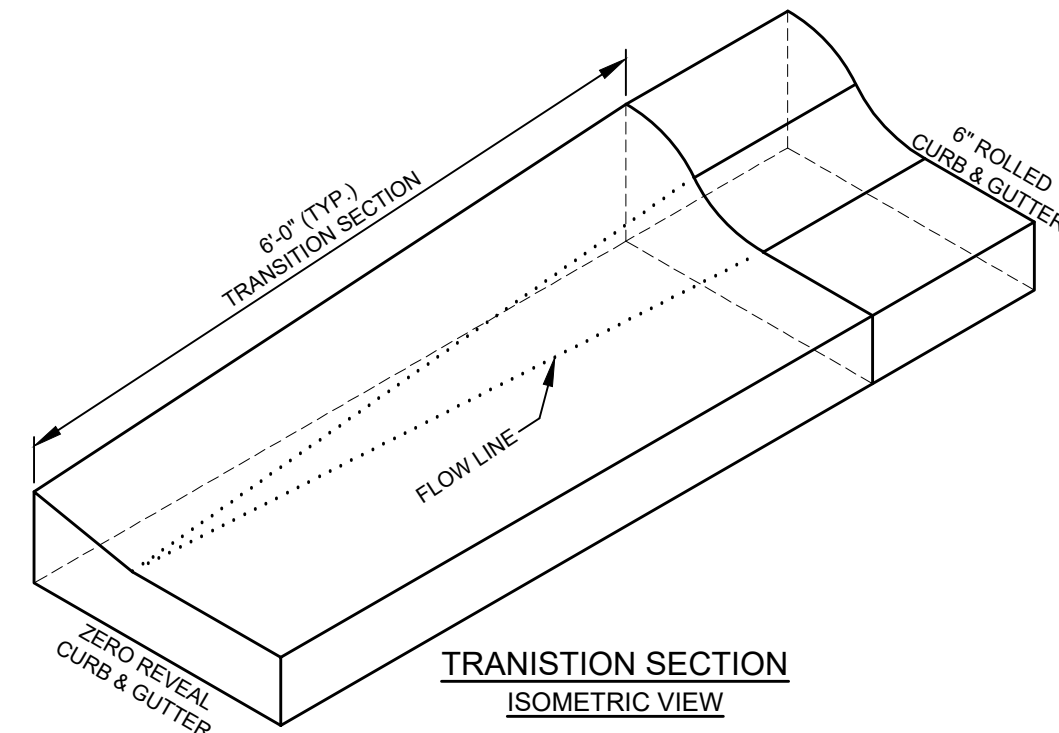
- NOTES:**
- SUBBASE CAN BE 2" TYPE II OR 3/4" TYPE I CRUSHED AGGREGATE BASE COURSE.
  - MATERIALS SHALL CONFORM WITH CURRENT ISPC STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.
  - PAVEMENT SECTION MAY BE MODIFIED IF A PROJECT SPECIFIC GEOTECHNICAL REPORT, STAMPED BY A LICENSED ENGINEER, IS PROVIDED.

**1**  
C2.10 **TYPICAL ASPHALT SECTION**  
N.T.S.

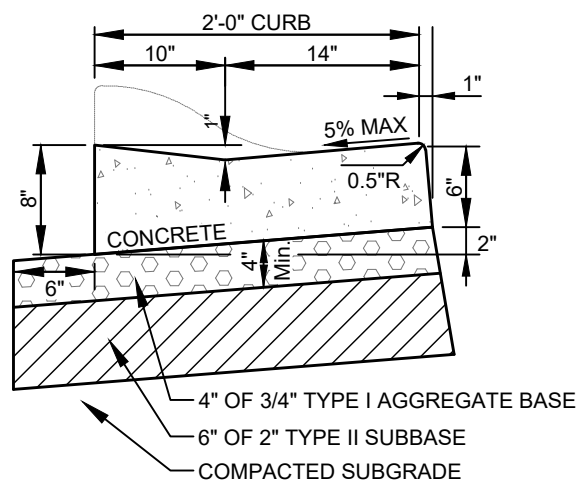


- NOTES:**
- SUBBASE CAN BE 2" TYPE II OR 3/4" TYPE I CRUSHED AGGREGATE BASE COURSE.
  - MATERIALS SHALL CONFORM WITH CURRENT ISPC STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.
  - PAVEMENT SECTION MAY BE MODIFIED IF A PROJECT SPECIFIC GEOTECHNICAL REPORT, STAMPED BY A LICENSED ENGINEER, IS PROVIDED.
  - 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 WISIDEWALK).
  - REFER TO ARCHITECTURAL PLANS FOR RADIANT HEATING DESIGN.

**2**  
C2.10 **HEATED 6" CONCRETE ROLLED CURB & GUTTER**  
N.T.S.



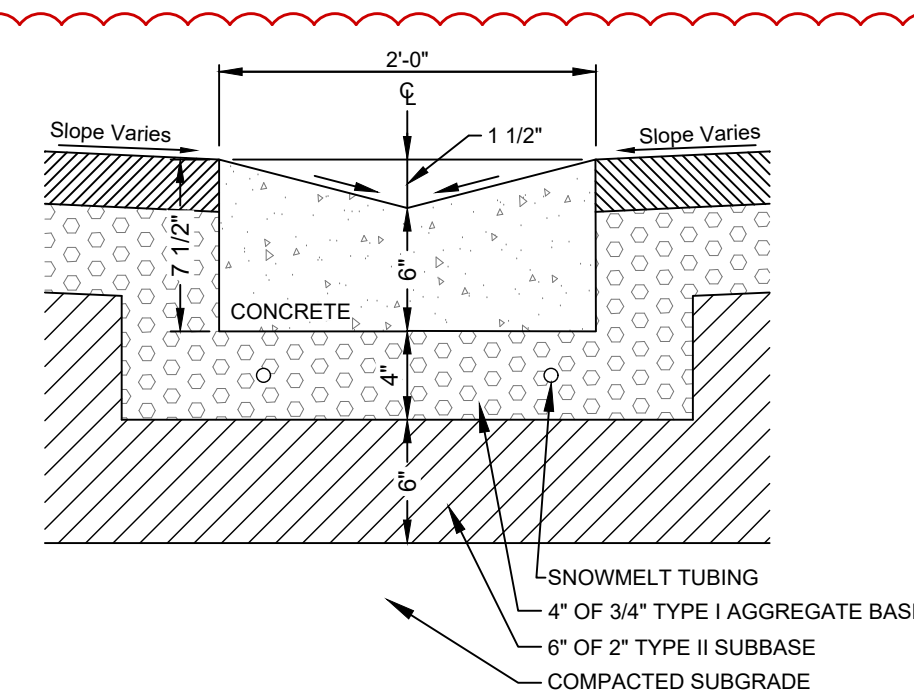
**TRANSITION SECTION**  
ISOMETRIC VIEW



**ZERO REVEAL CURB & GUTTER**

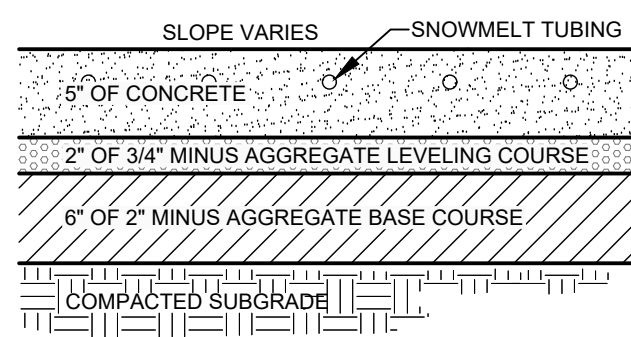
- NOTES:**
- SUBBASE CAN BE 2" TYPE II OR 3/4" TYPE I CRUSHED AGGREGATE BASE COURSE.
  - MATERIALS SHALL CONFORM WITH CURRENT ISPC STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.
  - PAVEMENT SECTION MAY BE MODIFIED IF A PROJECT SPECIFIC GEOTECHNICAL REPORT, STAMPED BY A LICENSED ENGINEER, IS PROVIDED.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

**3**  
C2.10 **TYPICAL CURB TRANSITION DETAIL**  
N.T.S.



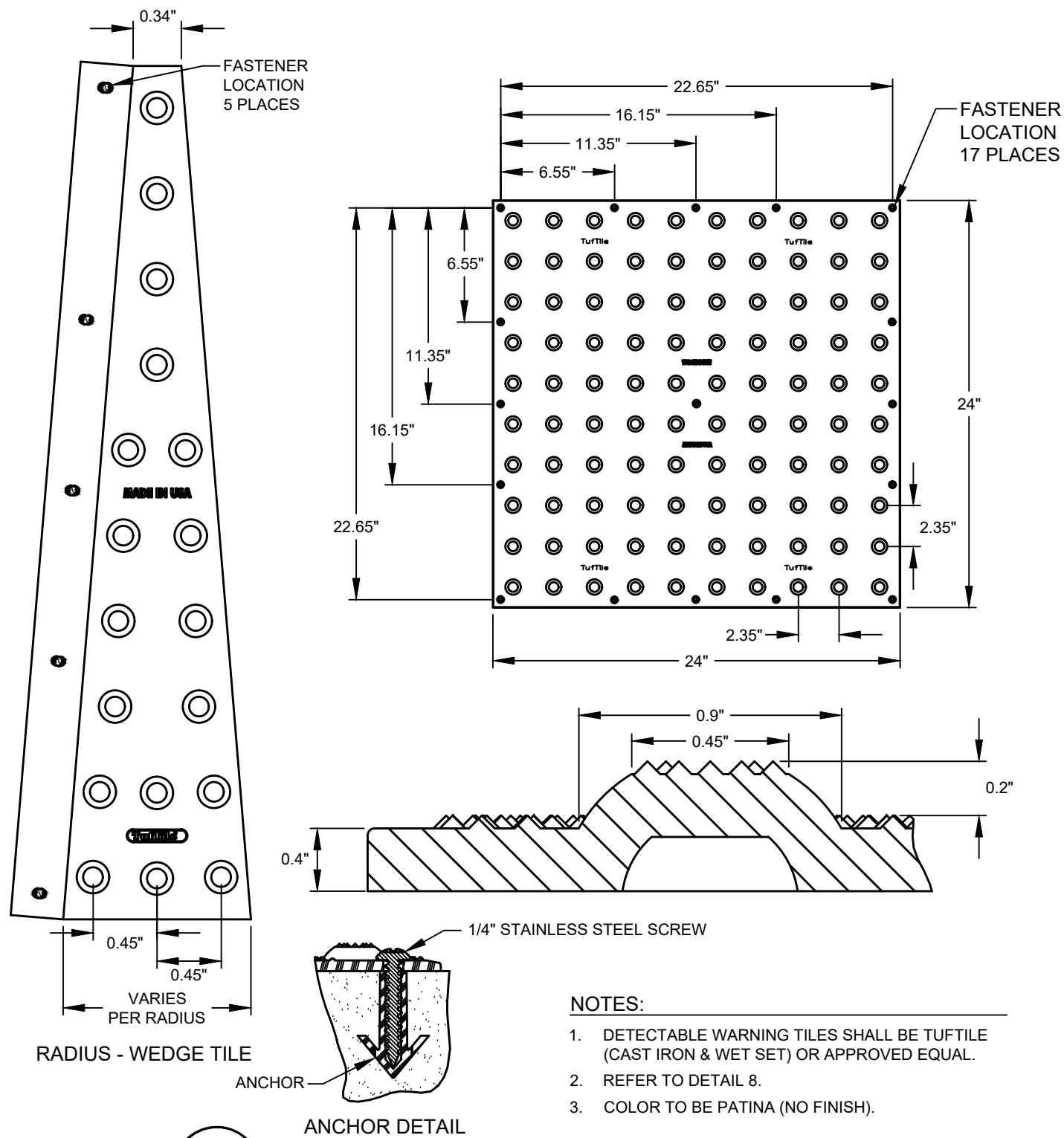
- NOTES:**
- SUBBASE CAN BE 2" TYPE II OR 3/4" TYPE I CRUSHED AGGREGATE BASE COURSE.
  - MATERIALS SHALL CONFORM WITH CURRENT ISPC STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.
  - PAVEMENT SECTION MAY BE MODIFIED IF A PROJECT SPECIFIC GEOTECHNICAL REPORT, STAMPED BY A LICENSED ENGINEER, IS PROVIDED.
  - 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 WISIDEWALK).
  - REFER TO ARCHITECTURAL PLANS FOR RADIANT HEATING DESIGN.

**4**  
C2.10 **24" WIDE HEATED CONCRETE VALLEY GUTTER**  
N.T.S.



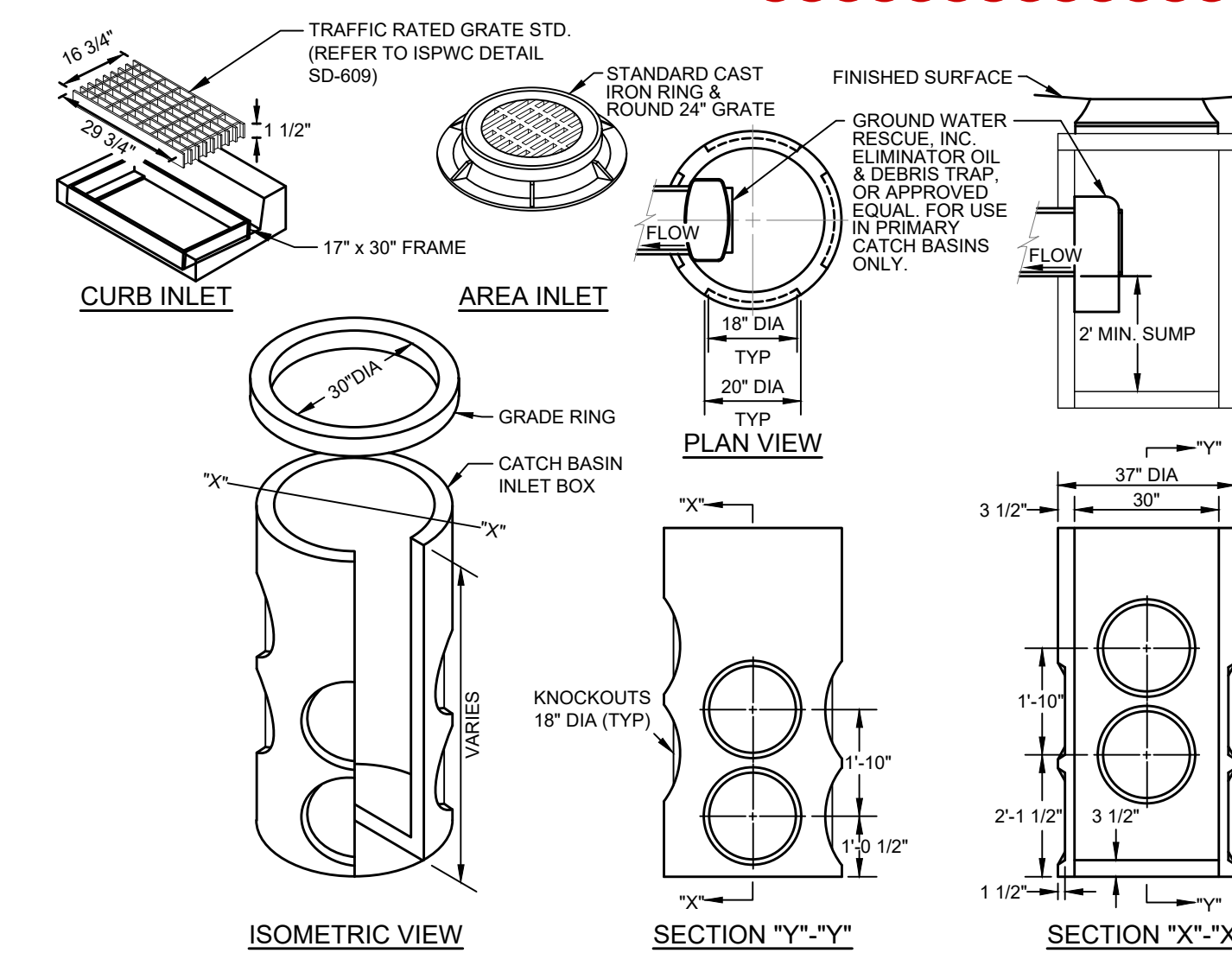
- NOTES:**
- 1/2-INCH PREFORMED EXPANSION JOINT MATERIAL (AASHTO M 213) AT TERMINAL POINTS OF RADI.
  - CONTINUOUS PLACEMENT PREFERRED. SCORE AT INTERVALS TO MATCH WIDTH OF WALK NOT TO EXCEED 5 FEET SPACING.
  - 1/2" TRANSVERSE PREFORMED BITUMINOUS JOINTS AT THE TERMINUS POINTS FOR CURVE AND WHERE SIDEWALK IS PLACED BETWEEN TWO PERMANENT FOUNDATIONS.
  - MATERIALS AND CONSTRUCTION IN COMPLIANCE WITH ISPC SPECIFICATIONS.
  - SURFACING MATERIAL FOR THE NEW SIDEWALKS SHALL BE TITAN CONCRETE MIX OR APPROVED EQUAL.
  - REFER TO ARCHITECTURAL PLANS FOR RADIANT HEATING DESIGN.

**5**  
C2.10 **TYPICAL HEATED CONCRETE SIDEWALK SECTION**  
N.T.S.



- NOTES:**
- DETECTABLE WARNING TILES SHALL BE TUFFILE (CAST IRON & WET SET) OR APPROVED EQUAL.
  - REFER TO DETAIL 8.
  - COLOR TO BE PATINA (NO FINISH).

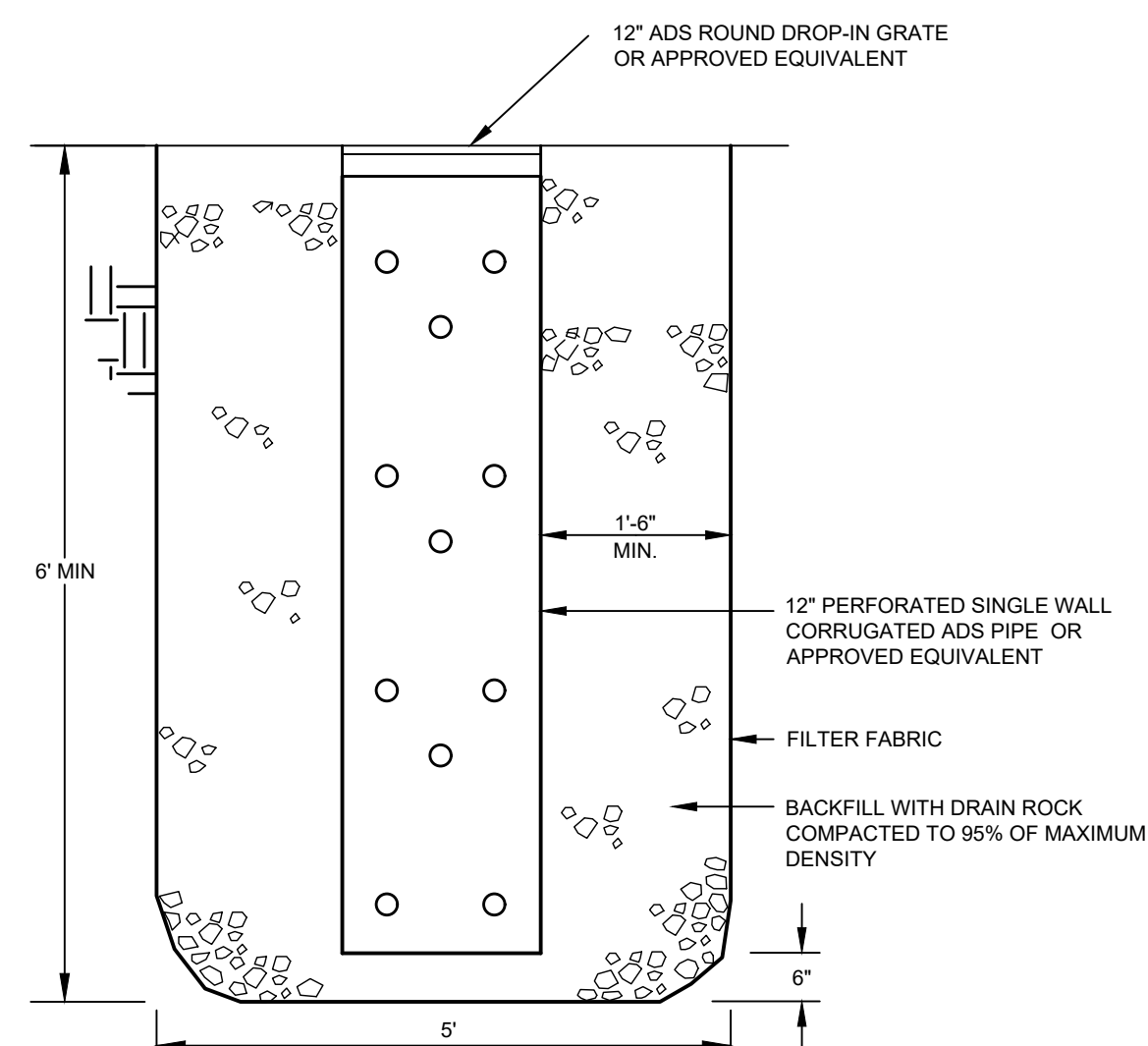
**6**  
C2.10 **DETECTABLE WARNING PLATE**  
N.T.S.



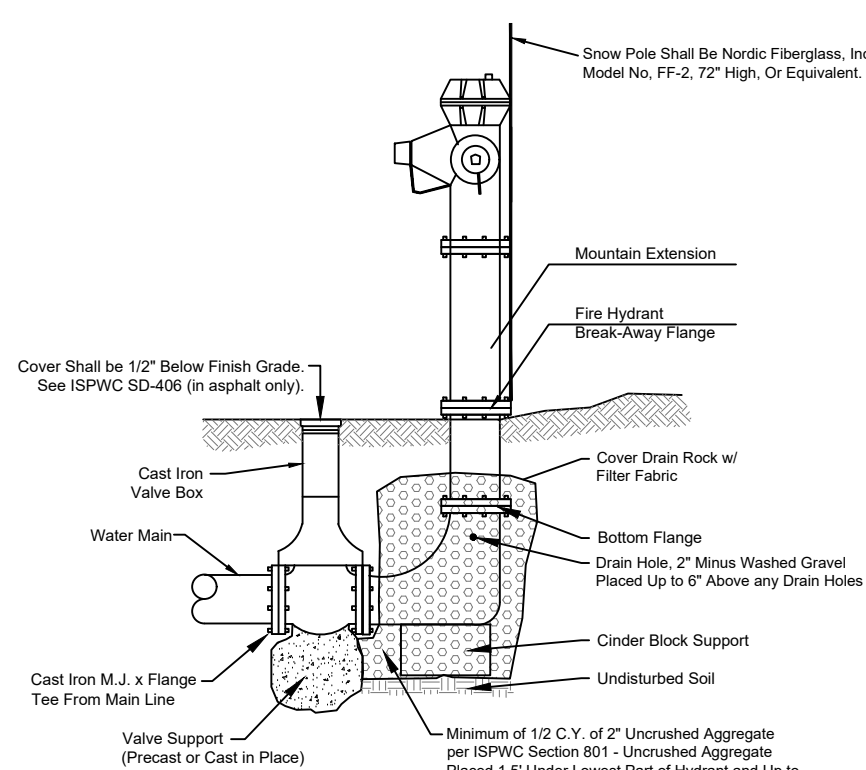
**CATCH BASIN INSTALLATION NOTES:**

- 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 ISPC 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**  
C2.10 **30" DIAMETER CATCH BASIN**  
N.T.S.



**8**  
C2.10 **LANDSCAPE DRYWELL**  
N.T.S.



**HYDRANT VEHICULAR PROTECTION**

Fire hydrants which may be exposed to vehicular damage or obstruction shall have an approved array of bollards or guard post installed to protect them from damage and maintain the minimum distance required for proper operation.

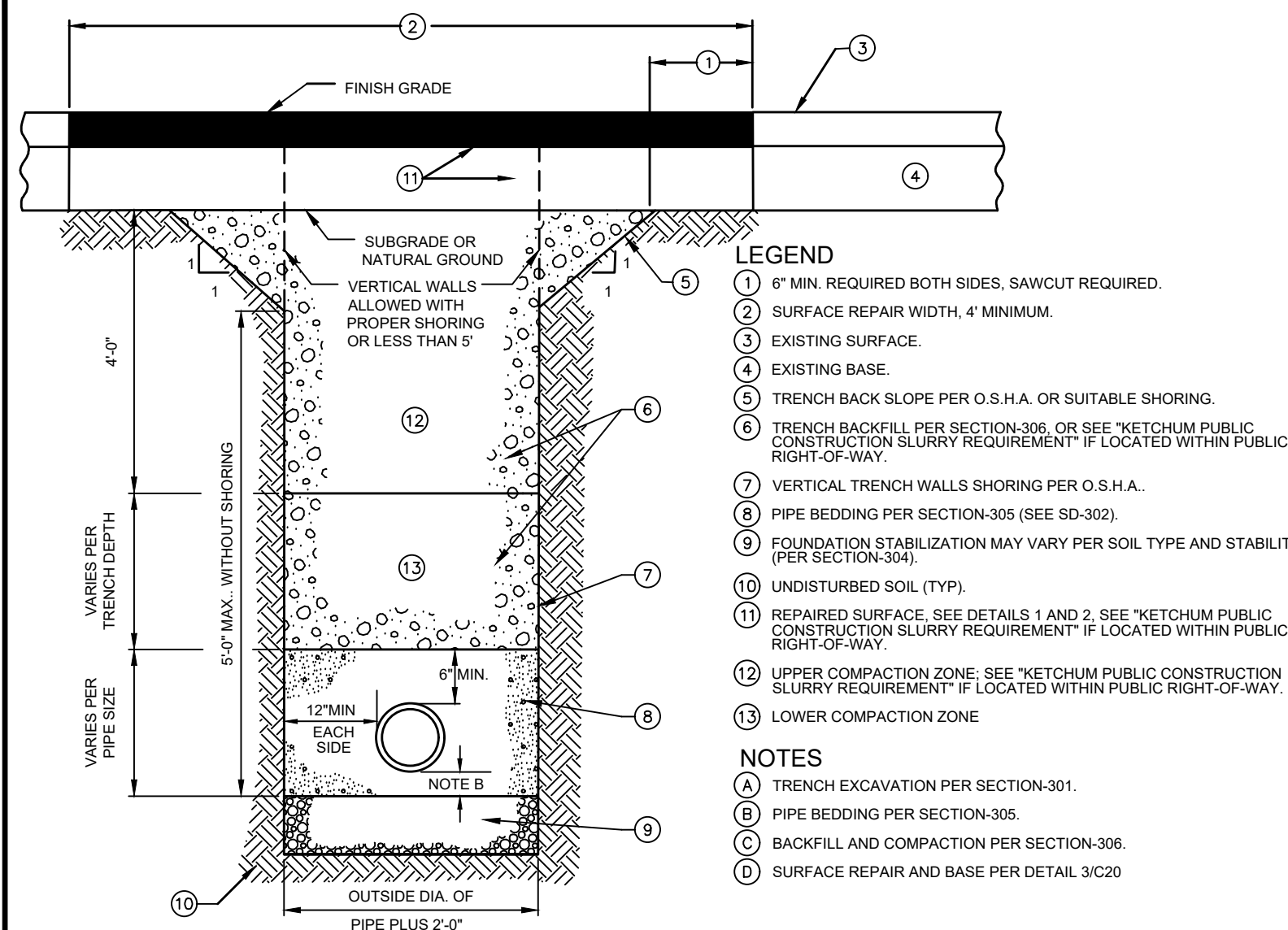
- When they are installed, they shall be:
- Constructed of steel not less than (4) inches in diameter and concrete filled.
  - Spaced not more than four (4) feet between posts on center.
  - Set not less than three (3) feet deep in a concrete footing not less than (15) inches in diameter.
  - Set with the top of the posts not less than (3) feet above the ground.
  - The post shall be painted bright red, reflective markings are recommended.
  - Located at least three feet from any portion of the hydrant and located so as not to create an obstruction to its use.

Idaho Code 49-660: Stopping, Standing or Parking is prohibited, except momentarily to pick up or discharge a passenger or passengers, within fifteen (15) feet of a fire hydrant.

**NOTES:**

- Hydrants shall have a 6' foot bury.
- Hydrants shall be 5 1/4" Waterous Pacer Model WB-67U-250 or Mueller Super Centurion 250 and conform to the following:
  - 2 ea. 2-1/2" NST threaded nozzles - Traffic "breakaway" design
  - 1 ea. 4-1/2" NST threaded nozzles - 250 PSI rated
  - Dry Barrel type 6" barrel - UL Listed
  - Red in color - Main valve size 5-1/4"
- Mechanical Restraints shall be used. Restraints shall be Romac Industries RomaGrip or approved equivalent. No lug or set screw type restraints are to be used on PVC pipe.
- City shall approve location and elevation of all Fire Hydrants.
- Auxiliary Gate Valve shall meet AWWA C509 (Total rubber encapsulated, resilient seat, waterous series or approved equal).
- Valve Box shall be Tyler 664A or approved equal.
- Hydrant break away flange elevation equal to street centerline or 4" to 8" above finished grade as approved.
- Fire hydrant assemblies located on the opposite side of the roadway from the watermain shall have 2" Dow Board installed over the pipeline leading to the hydrant. The Dow Board shall extend from auxiliary gate valve to the hydrant.

**9**  
C2.10 **FIRE HYDRANT ASSEMBLY**  
N.T.S.



- LEGEND**
- 1" 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 3/C20.

**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:

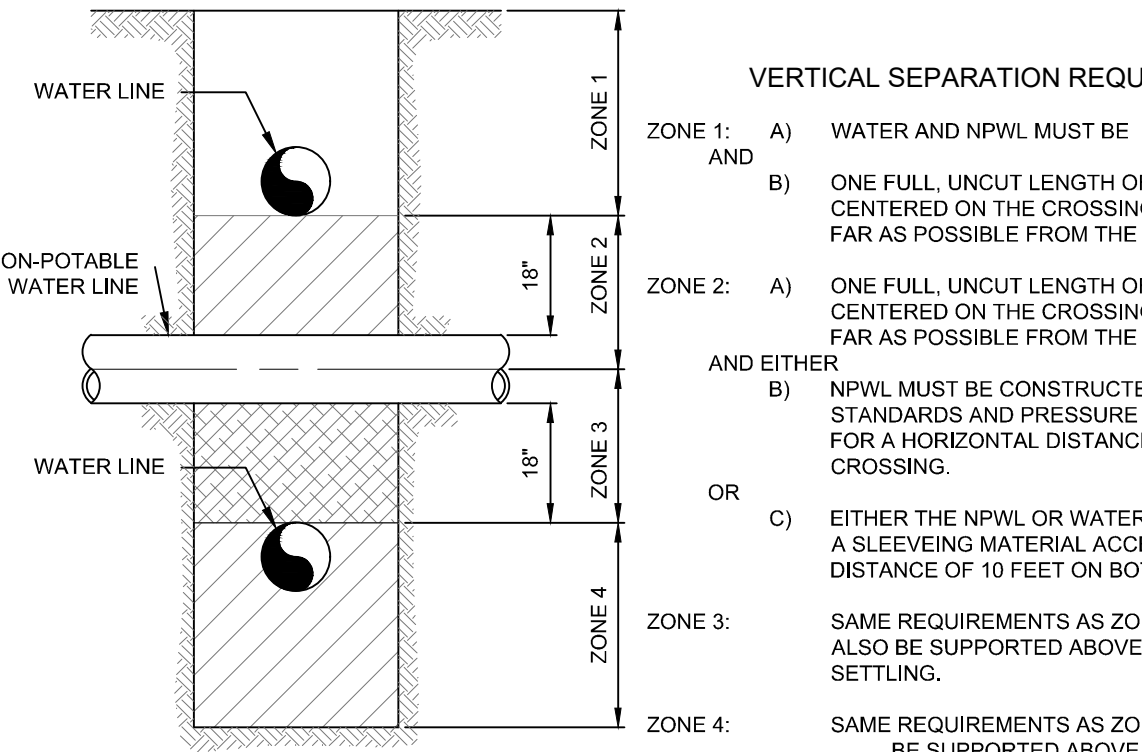
COARSE AGGREGATE (3/4" MINUS) 2,600 LBS.  
 SAND 800 LBS.  
 PORTLAND CEMENT 94 LBS.  
 WATER 11 GAL (MAX.)

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.

**1**  
 C2.11 **TYPICAL TRENCH SECTION**  
 N.T.S.

THE TERM "LINE" APPLIES TO BOTH MAIN LINES AND SERVICE LINES

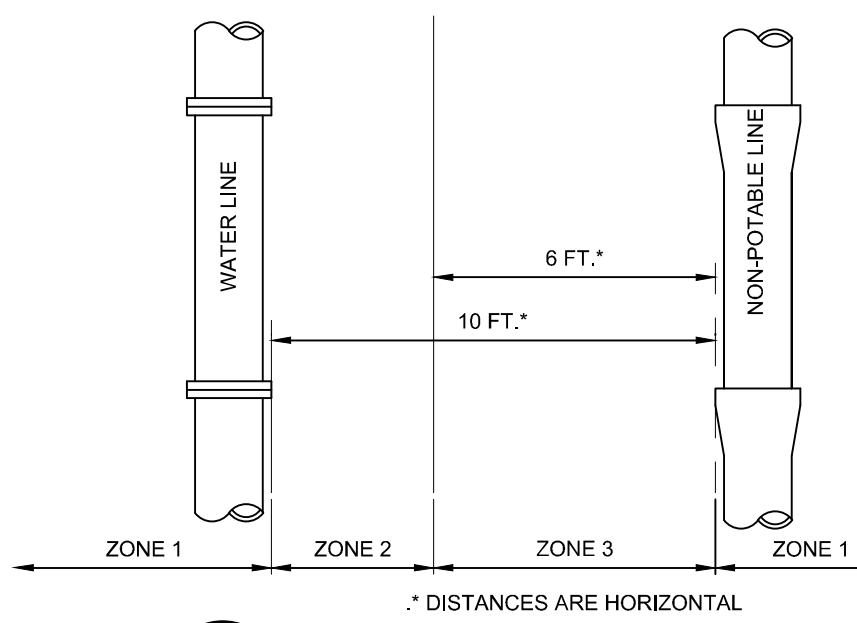


**VERTICAL SEPARATION REQUIREMENTS**

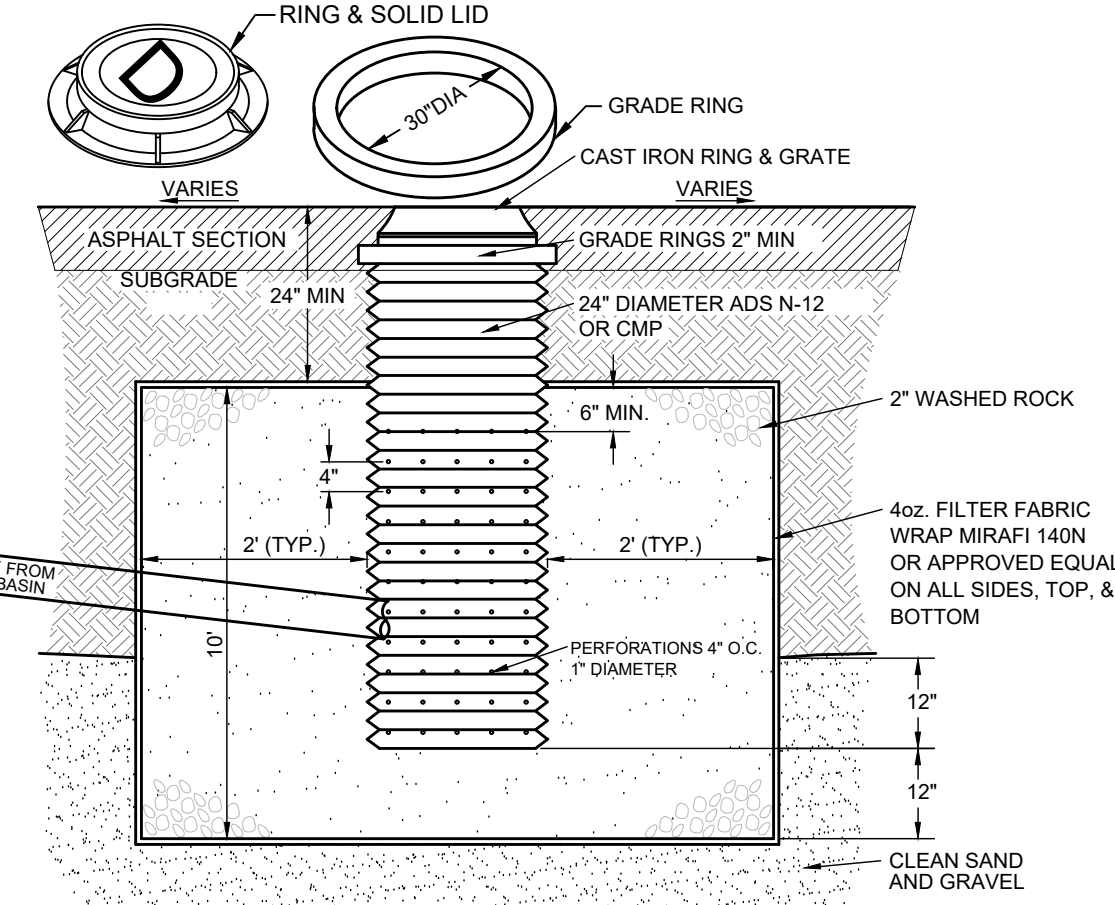
- ZONE 1:** A) WATER AND NPWL MUST BE SEPARATED BY AT LEAST 18"
- ZONE 2:** A) ONE FULL, UNCUT LENGTH OF BOTH PWL AND NPWL PIPE MUST BE CENTERED ON THE CROSSING SO THAT THE JOINTS ARE AS FAR AS POSSIBLE FROM THE CROSSING.
- AND EITHER**  
 B) NPWL MUST BE CONSTRUCTED TO WATER MAIN STANDARDS AND PRESSURE TESTED FOR WATER TIGHTNESS FOR A HORIZONTAL DISTANCE OF 10 FEET ON BOTH SIDES OF CROSSING.
- OR**  
 C) EITHER THE NPWL OR WATER LINE OR BOTH MUST BE ENCASED WITH A SLEEVEING MATERIAL ACCEPTABLE TO DEQ FOR A HORIZONTAL DISTANCE OF 10 FEET ON BOTH SIDES OF THE CROSSING.
- ZONE 3:** SAME REQUIREMENTS AS ZONE 2 EXCEPT THE NPWL MUST ALSO BE SUPPORTED ABOVE THE CROSSING TO PREVENT SETTLING.
- ZONE 4:** SAME REQUIREMENTS AS ZONE 1 EXCEPT THE NPWL MUST ALSO BE SUPPORTED ABOVE THE CROSSING TO PREVENT SETTLING.

**HORIZONTAL SEPARATION REQUIREMENTS**

- ZONE 1:** A) NO SPECIAL REQUIREMENTS.
- ZONE 2:** A) NO SPECIAL REQUIREMENTS FOR POTABLE OR NON-POTABLE SERVICES.
- B) WATER AND NPWL SEPARATED BY AT LEAST 6 FEET AT OUTSIDE WALLS.
- C) WATER AT LEAST 18 INCHES HIGHER IN ELEVATION THAN THE NPWL.
- AND EITHER**  
 D) NPWL CONSTRUCTED TO POTABLE WATER MAIN STANDARDS AND PRESSURE TESTED FOR WATER TIGHTNESS.
- OR**  
 E) SITE SPECIFIC REQUIREMENTS APPROVED BY DEQ.
- ZONE 3:** NOT ALLOWED WITHOUT DEQ WAIVER.
- NOTE:** SANITARY SEWER FORCE MAINS MUST HAVE MIN. 10" HORIZONTAL SEPARATION AND 18" VERTICAL SEPARATION. ZONE 2 AND ZONE 3 PLACEMENTS ARE NOT ALLOWED WITHOUT A WAIVER GRANTED BY DEQ.

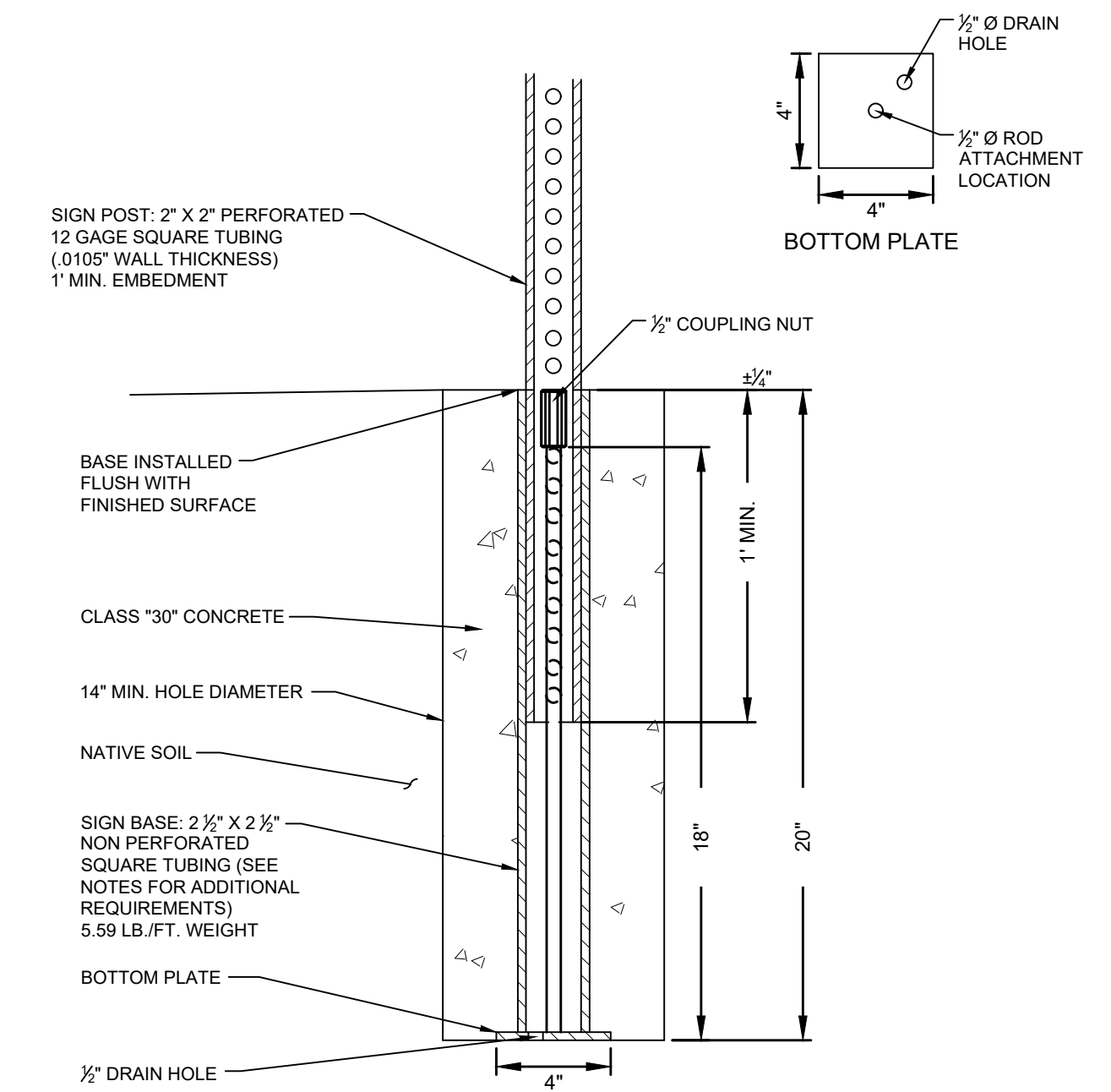


**2**  
 C2.11 **POTABLE AND NON-POTABLE WATER LINE (NPWL) SEPARATION**  
 N.T.S.



- 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.

**3**  
 C2.11 **DRYWELL DETAIL (6"Ø)**  
 N.T.S.

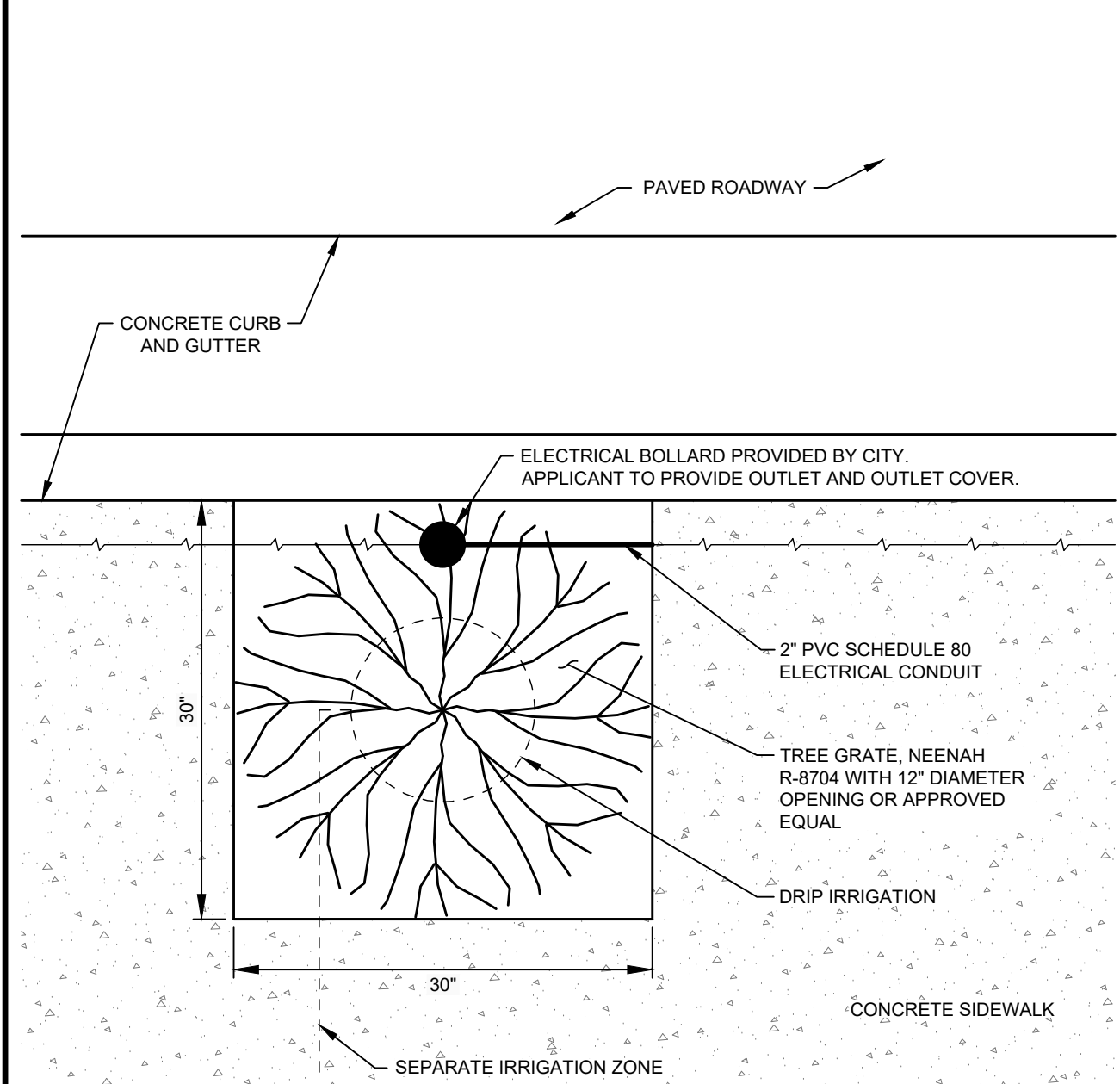


- NOTES:**
- BASES SHALL BE INSTALLED TO BE FLUSH WITH SURFACE.
  - ALL INSTALLATIONS SHALL HAVE 14" Ø MINIMUM FOUNDATION OR GROUTED INTO SOLID ROCK.
  - ALL STREET SIGNS SHALL BE IN ACCORDANCE WITH THE MOST CURRENT EDITION OF THE MUTCD.
  - SIGN PLACEMENT SHALL BE APPROVED BY THE CITY OF KETCHUM.
 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

**SIGN BASE MATERIAL & DIMENSION REQUIREMENTS**

2" Ø OUTSIDE TUBE STEEL (20" LENGTH)  
 2" Ø INSIDE TUBE STEEL  
 3/4" THICK  
**INTERNAL ROD MATERIAL & DIMENSION REQUIREMENTS**  
 1/2" COLD ROLLED ROD (18" LENGTH)  
 1/2" COUPLING NUTS  
**BOTTOM PLATE MATERIAL & DIMENSION REQUIREMENTS**  
 4" X 4" X 1/2" STEEL STRAP

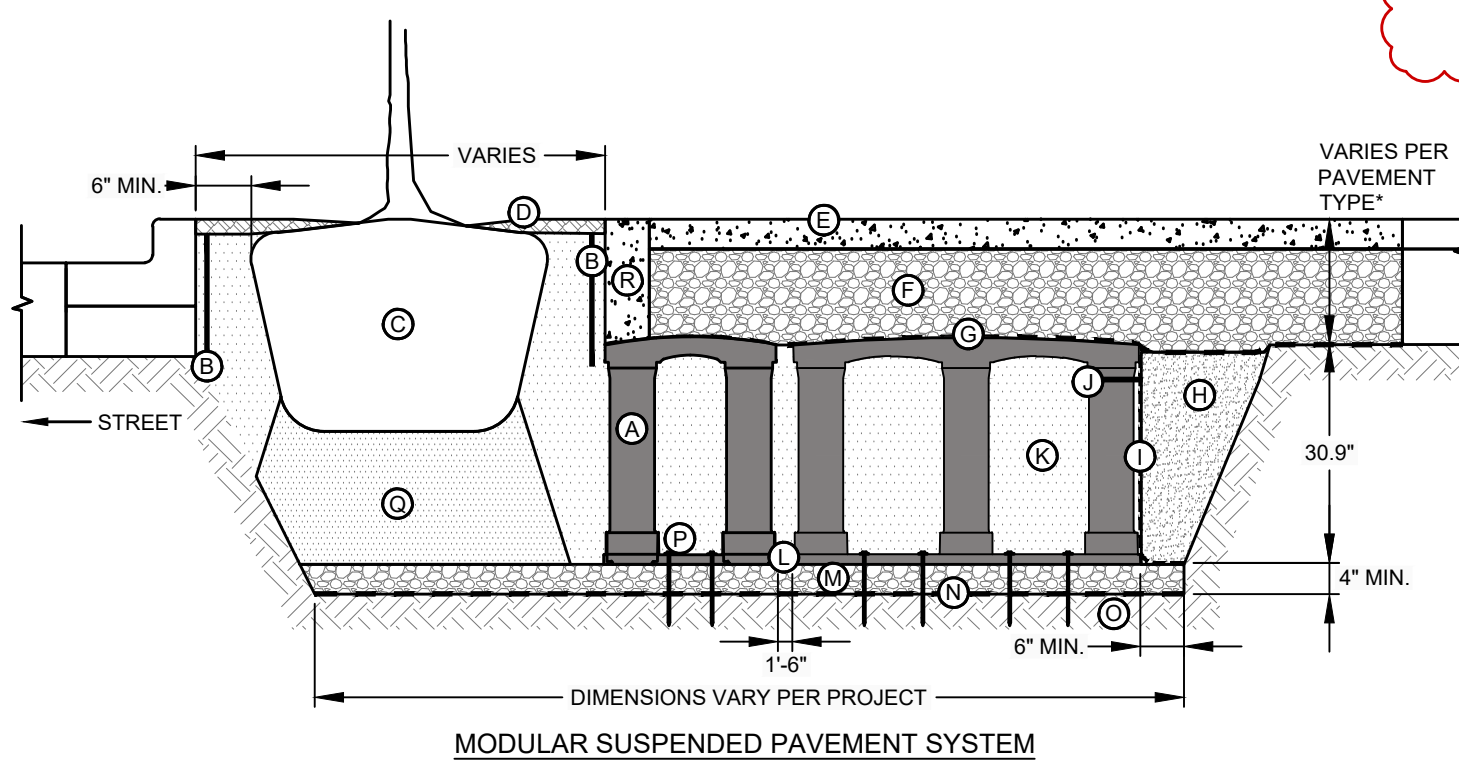
**4**  
 C2.11 **TYPICAL SIGN BASE**  
 N.T.S.



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

**PLAN VIEW**

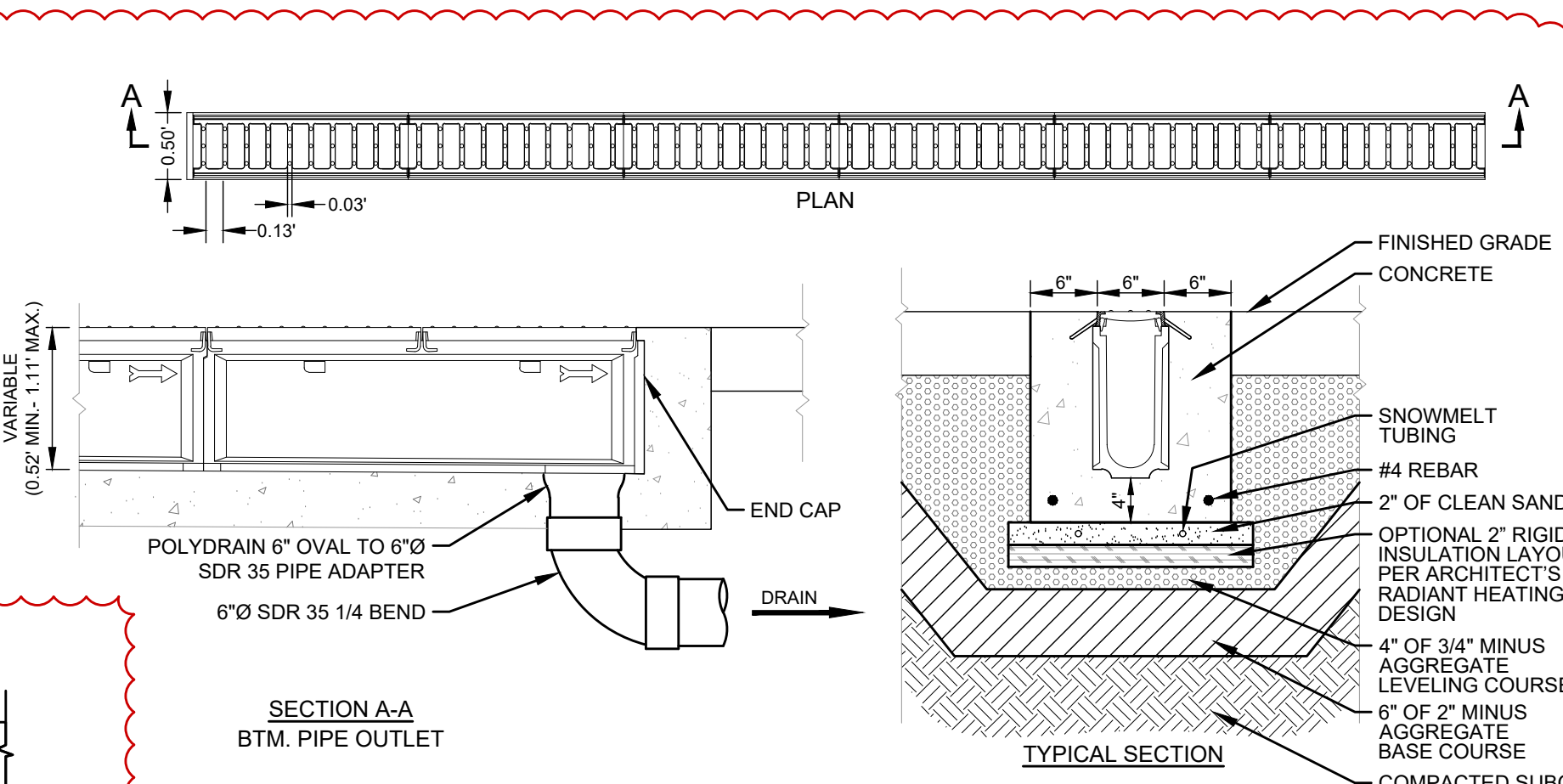
**5**  
 C2.11 **TREE WELL DETAILS**  
 N.T.S.



- KEY PLAN:**
- SILVA CELL SYSTEM (DECK, BASE, AND POSTS) OR APPROVED EQUAL.
  - 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.
  - TREE ROOT PACKAGE, SIZE VARIES
  - TREE OPENING TREATMENT, PER PROJECT SPECIFICATIONS
  - SURFACE TREATMENT, PER PROJECT
  - AGGREGATE BASE COURSE, DEPTH VARIES PER PROJECT
  - GEOTEXTILE TO KEEP AGGREGATE FROM MIGRATING DOWN THROUGH CELL DECK
  - BACKFILL, PER PROJECT SPECIFICATIONS
  - GEGRID TO PROVIDE FOR VERTICAL SEPARATION BETWEEN PLANTING SOILS AND BACKFILL WHILE ALLOWING ROOT PENETRATION INTO ADJACENT SOILS. 4" (100 mm) TOE (OUTWARD FROM BASE) AND 12" (305 mm) EXCESS (OVER TOP OF DECK).
  - CABLE TIE, ATTACHING GEGRID TO SILVA CELL AT BASE OF UPPER POST FLARE
  - PLANTING SOIL, PER PROJECT SPECIFICATIONS, COMPACTED TO 70-80% PROCTOR
  - SILVA CELL BASE SLOPE, 10% MAX
  - 4" (100 mm) MIN AGGREGATE SUB BASE, COMPACTED TO 95% PROCTOR
  - GEOTEXTILE, TO PROVIDE SEPARATION BETWEEN SUBGRADE AND AGGREGATE BASE
  - SUBGRADE, COMPACTED TO 95% PROCTOR
  - PIN, PER SILVA CELL SPECIFICATIONS, TO KEEP CELLS IN PLACE DURING CONSTRUCTION
  - PLANTING SOIL BELOW TREE ROOT PACKAGE, COMPACTED TO 85-90% PROCTOR
  - CONCRETE EDGE RESTRAINT TO STABILIZE EDGE AND PREVENT AGGREGATE MIGRATION INTO TREE OPENING.

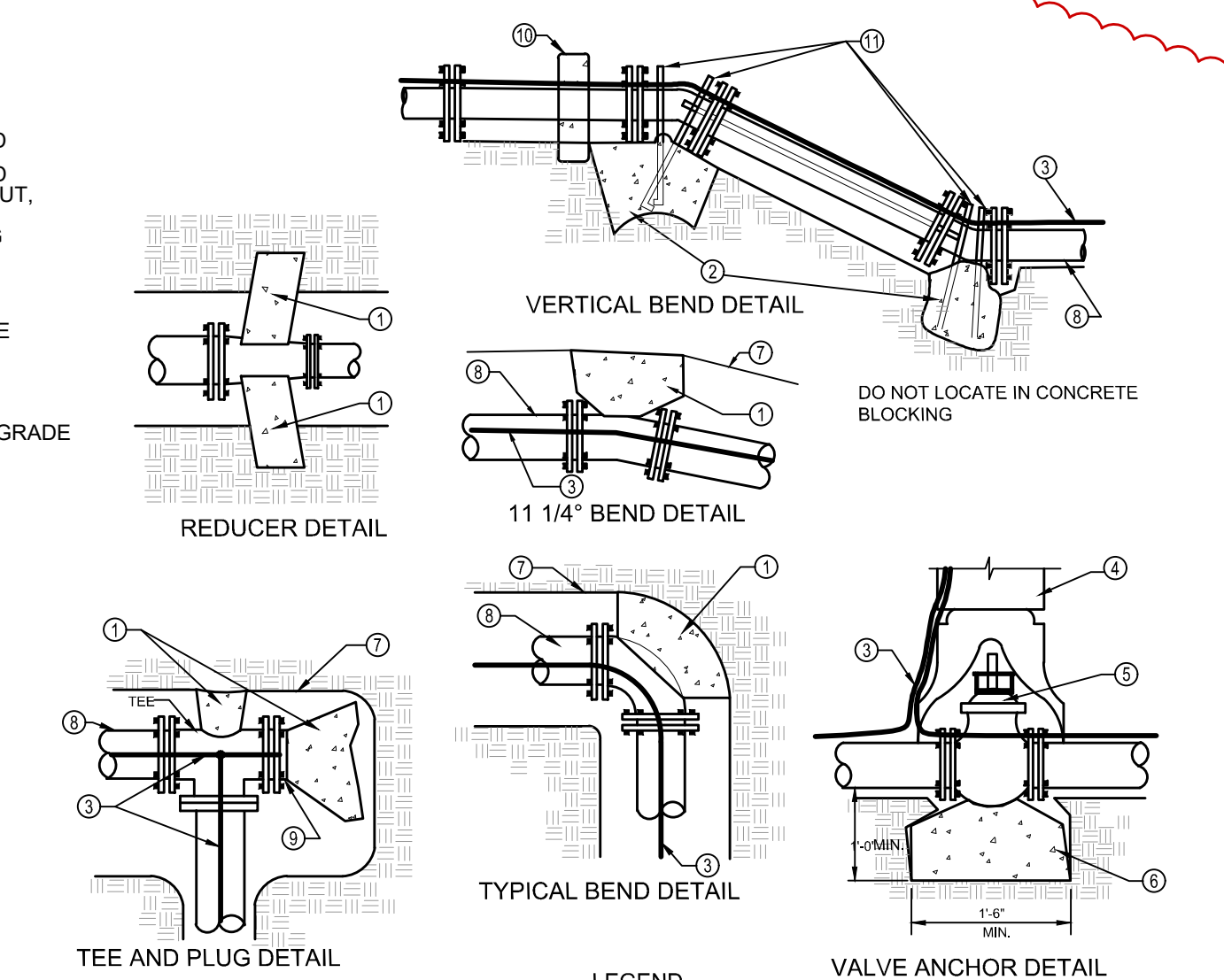
**SECTION VIEW**

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



- NOTES:**
- LINE DRAIN IS SUITABLE FOR APPLICATIONS FOR CONTROLLING SPREAD IN GUTTER FLOW CONDITIONS OR TO INTERCEPT SHEET FLOW. TYPICAL APPLICATION IS AT THE STREET CURB OR BARRIER.
  - THE FRAME AND GRATE IS SUITABLE FOR PEDESTRIAN AND BICYCLE TRAFFIC AND RATED FOR H-25 AND HS-25 LOADS.
  - CONCRETE THICKNESS, TYPE, AND AMOUNT OF REINFORCEMENT TO BE SAME AS ADJACENT PAVEMENT OR GREATER. PERFORM STRUCTURAL ANALYSIS TO DETERMINE REQUIREMENTS FOR APPLICATION.
  - TOP OF GRATE TO BE INSTALLED FLUSH TO 1/8" IN BELOW FINISHED GRADE. BEVEL CONCRETE TO TOP OF GRATE IF BELOW FLUSH.

**6**  
 C2.11 **TRENCH DRAIN DETAIL**  
 (ABT INTERCEPTOR LINE DRAIN OR APPROVED EQUAL)  
 N.T.S.



**LEGEND**

- FOR HORIZONTAL PIPE BENDS BEARING THRUST BLOCKS MUST PROVIDE 2500 PSI CONCRETE POURED AGAINST UNDISTURBED EARTH PER TABLE 1.
  - FOR VERTICAL PIPE BENDS, GRAVITY THRUST BLOCKS MUST PROVIDE A VOLUME OF CONCRETE POURED AGAINST UNDISTURBED EARTH WHICH IS SIZED FOR EXPECTED FORCES WITH A MINIMUM 1.5 FACTOR OF SAFETY.
  - NO. 12 COPPER FINDER WIRE. SEE SD-514 FOR SPLICING.
  - C.I. VALVE BOX WITH COVER.
  - C.I. GATE VALVE (M.J.).
  - PRECAST BLOCK FOR CUT IN TEE AND VALVE OR CAST IN PLACE WITH 2-12"Ø MIN REBAR.
  - TRENCH SIDE.
  - PIPE.
  - PLUG.
  - HAMMERHEAD THRUST BLOCKING.
  - ANCHOR BARS (12"Ø MIN)
- NOTES:**
- ANCHOR ALL VALVES CONNECTED TO P.V.C. PIPE AS SHOWN.
  - COVER BOLTS AND FLANGES WITH PLASTIC TO PROTECT FROM CONCRETE ADHERENCE DURING CONSTRUCTION OF THRUST BLOCKS.
  - SEE CHART FOR MIN THRUST BLOCKS BEARING AREAS.
  - ALL CONCRETE TO BE 2500 P.S.I. STRENGTH POURED AGAINST UNDISTURBED EARTH.
  - PROVIDE 5 MIL POLYPROPYLENE BETWEEN FITTINGS AND CONCRETE.
  - NOTIFY ENGINEER FOR ANY CONDITION OR PIPE SIZE NOT INDICATED.
  - ALL BLOCKS TO BE CENTERED AROUND PIPE SPRING LINE.

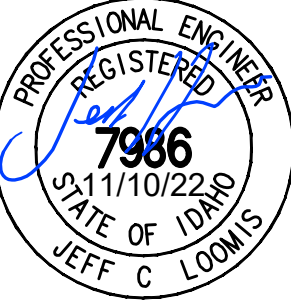
**TABLE 1**  
 THRUST AREA FOR HORIZONTAL BENDS\*\*

PIPE SIZE	MINIMUM SQUARE FEET OF THRUST AREA ONTO UNDISTURBED EARTH*			
	TEE, PLUG OF VALVE	90° BEND	45° BEND	22.5°/11.25° BENDS OR REDUCER
3"	0.8	1.1	0.6	0.3
4"	1.4	2.0	1.1	0.6
6"	3.2	4.5	2.4	1.2
8"	5.7	8.0	4.3	2.2
10"	8.8	12.5	6.8	3.4
12"	12.7	18.0	9.7	5.0
14"	17.3	24.5	13.3	6.8
16"	22.6	32.0	17.3	8.8
18"	28.6	40.5	21.9	11.2

\* MUST BE INCREASED BASED ON DIFFERENT CONDITIONS (HIGHER WORKING PRESSURE OR LOWER SOIL BEARING STRENGTH).  
 \*\* OR TEE ACTING AS A 90° BEND  
 \*\*\*THRUST BLOCK DEPTH TO BE A MINIMUM PF 12" FOR PIPE SIZES 3"-8" AND 18" FOR PIPE SIZES 10"-18" OR THE SQUARE ROOT OF THE REQUIRED BEARING AREA, WHICHEVER IS GREATER.

**7**  
 C2.11 **THRUST BLOCK AND ANCHOR DETAILS**  
 N.T.S.

**DETAIL SHEET**  
 200 N. MAIN STREET  
 THE 208 BUILDING  
 LOCATED WITHIN SECTION 18, T. 4N., R. 18E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
 PREPARED FOR JONATHAN SHERMAN, J.S. SHERMAN, LLC



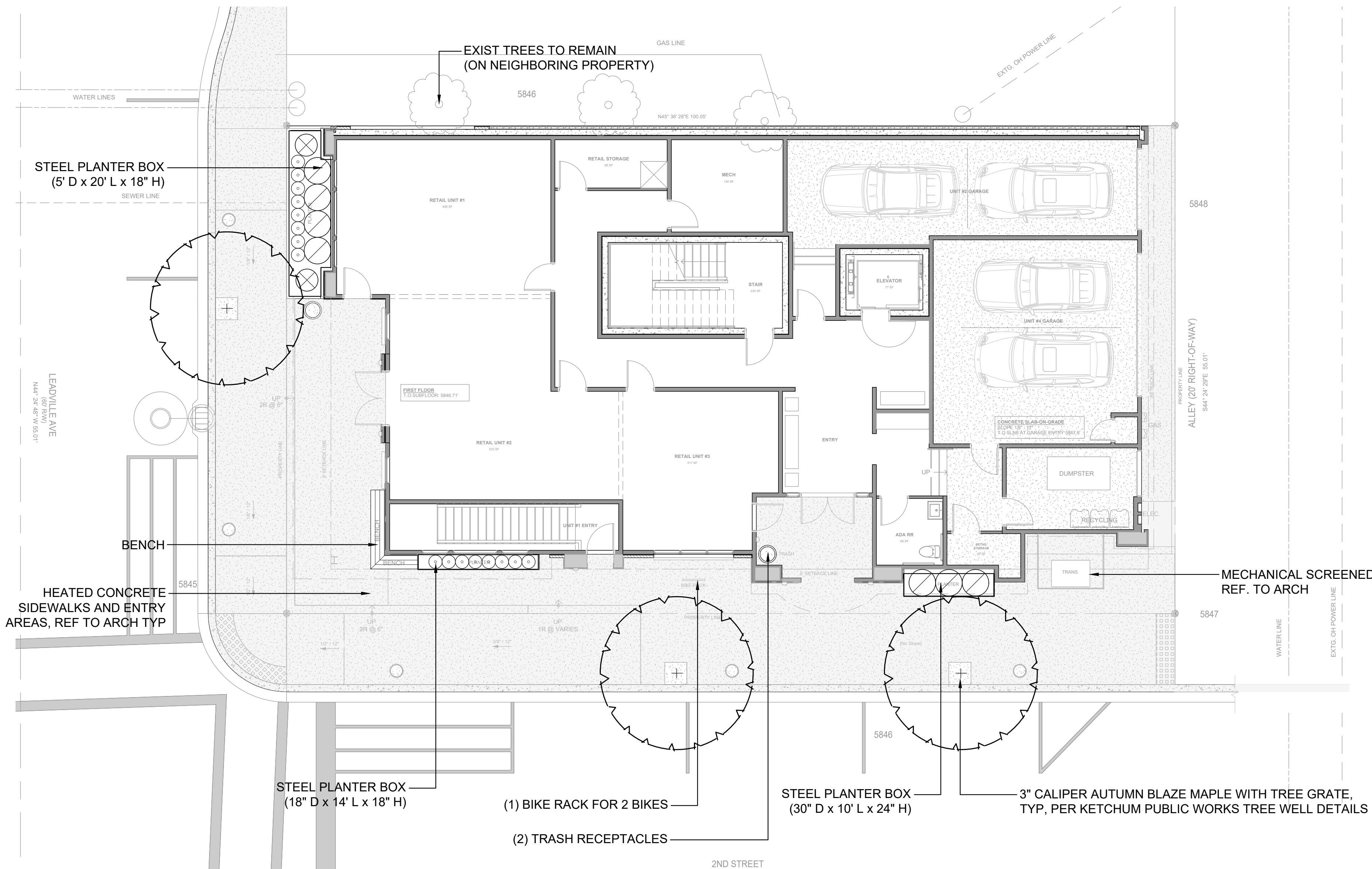
DESIGNED BY  
 CT  
 DRAWN BY  
 JCL  
 CHECKED BY

**GALENA**  
 ENGINEERING, INC.  
 Civil Engineers & Land Surveyors  
 317 N. River Street  
 Halley, Idaho 83333  
 (208) 768-1705  
 email: galena@galena-engineering.com

**REVISIONS**

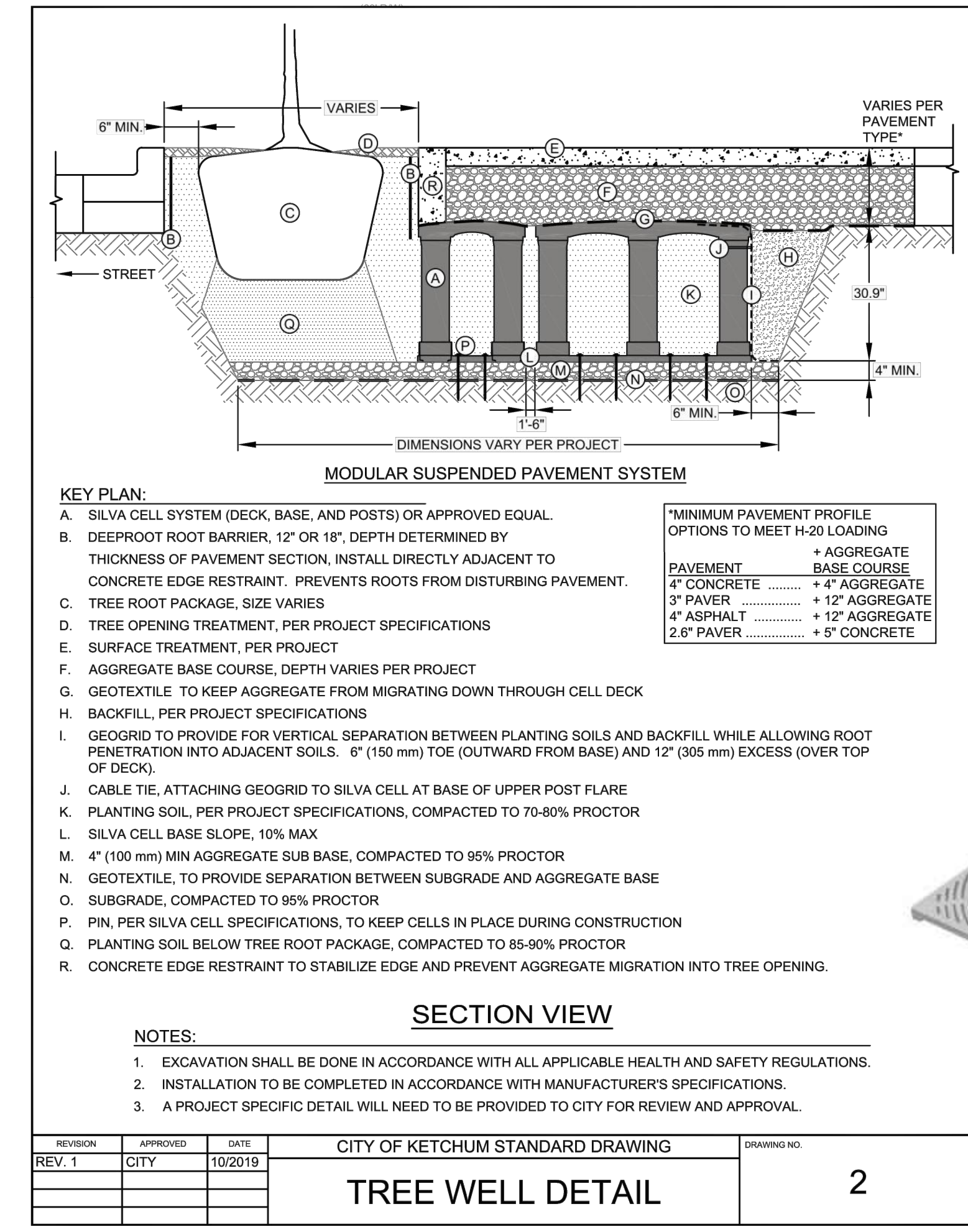
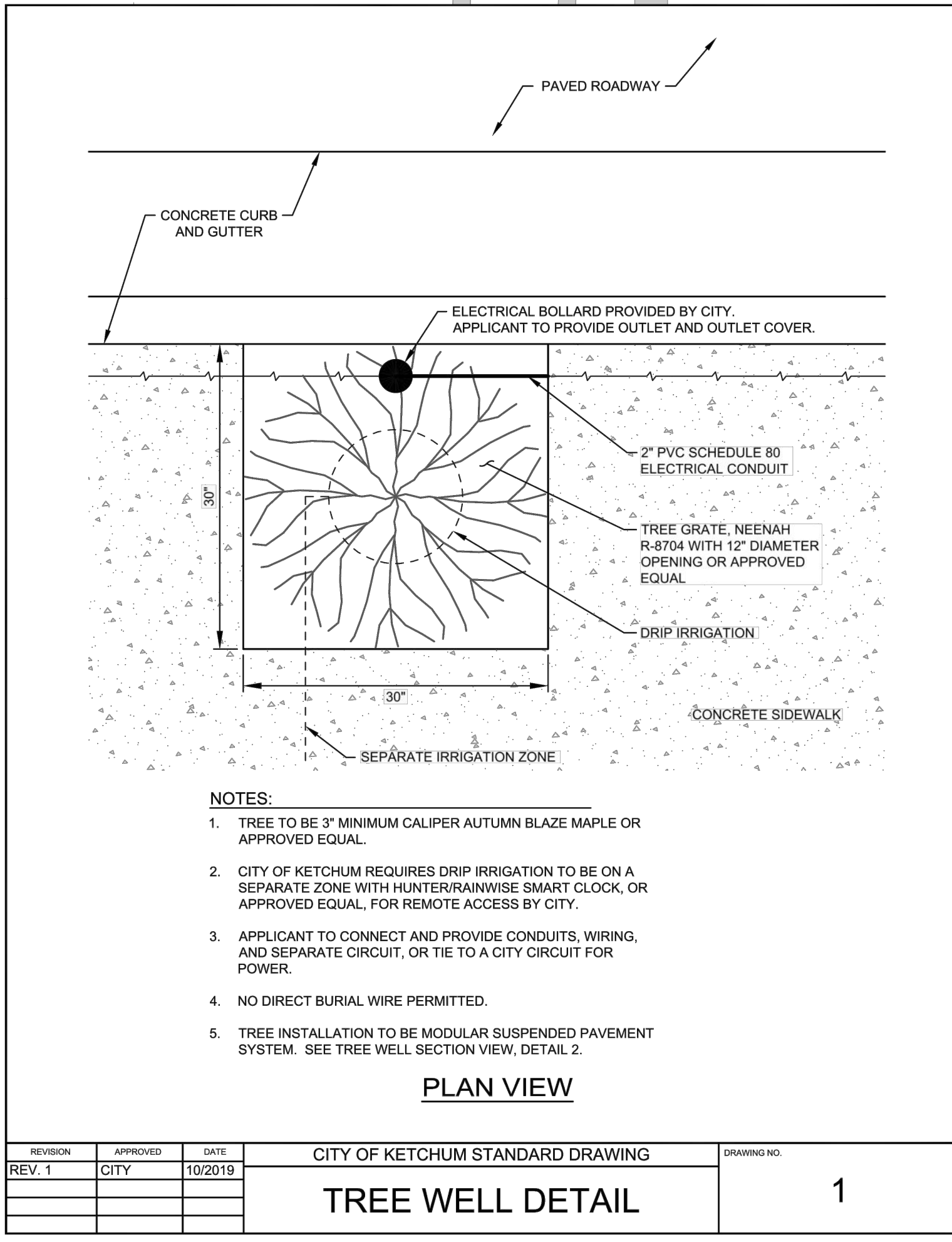
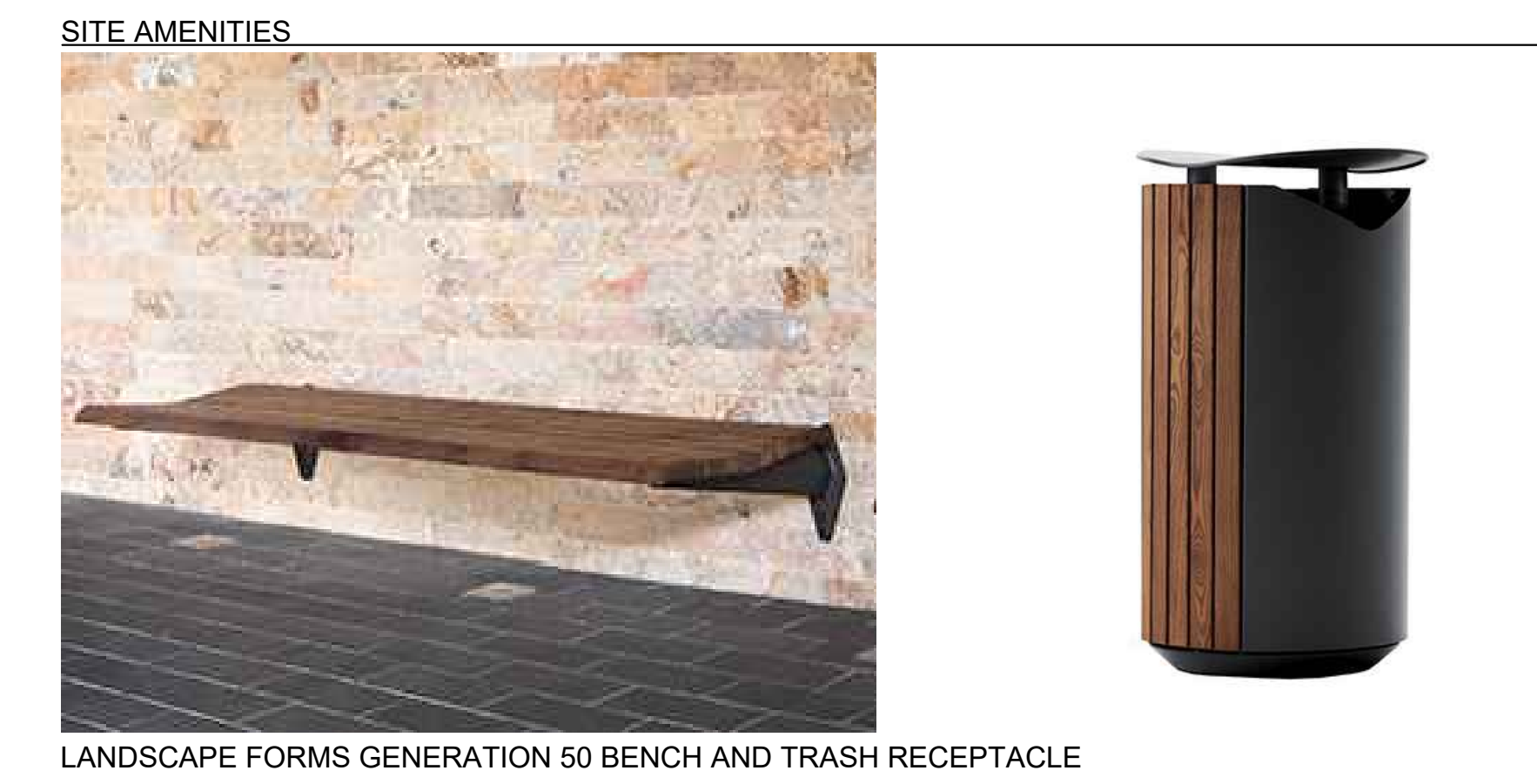
NO.	DATE	BY	REVISIONS





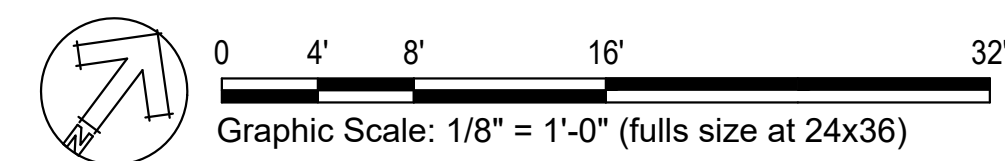
- LANDSCAPE LEGEND**
- TRASH RECEPTACLE
  - BIKE RACK
  - INTEGRATED BENCHES
  - HEATED CONCRETE SIDEWALKS

- LANDSCAPE NOTES**
- STREET TREES**
- 1 STREET TREE / 40 LF OF STREET FRONTAGE
  - 100' LF OF FRONTAGE / 40 LF = 3 (2.5) STREET TREES REQUIRED
- BIKE RACKS**
- 1 BIKE RACK PROVIDED FOR 4 PARKING SPACES
  - INVERTED U SHAPE FOR 2 BIKES
- BENCHES & TRASH**
- 1 BENCH AND 1 TRASH RECEPTACLE PROVIDED ALONG EACH FRONTAGE OF 2ND ST AND LEADVILLE AVE
- SNOW STORAGE**
- HEATED CONCRETE SIDEWALKS AND ENTRY AREAS PROVIDED, ELIMINATING REQUIREMENT FOR SNOW STORAGE



**PLANT SCHEDULE - FIRST FLOOR**

QTY. TREES	BOTANICAL NAME	COMMON NAME	SIZE & SPACING, NOTES
3	Acer x freemanii	Autumn Blaze Maple	3" caliper, full & uniform, B&B
2	Salvia sylvestris 'May Night'	May Night Salvia	1 gal @ 30" oc
7	Spiraea betulifolia 'Tor'	Birch Tor Spirea	3 gal @ 3' OC
16	Festuca glauca 'Elijah Blue'	Blue Fescue	1 gal @ 18" OC



**Design Review Re-Submittal**



DRAWING SET:  
3.18.22 Pre-Application Submittal  
5.31.22 Design Review Submittal

REVISIONS:  
REV 1:  
REV 2:  
REV 3:

PROJECT ADDRESS:

**The 208**  
200 N Leadville  
Ketchum, Idaho 83340

DESIGN: ML  
DRAWN: ML  
CHECKED: EW

DATE: September 28, 2022

PROJECT: 200 Leadville

NUMBER: LLA0292.21

SCALE: 1/8" = 1'-0"

TITLE:

**LANDSCAPE SITE PLAN**

SHEET:

**L1.00**



DRAWING SET:  
 3.18.22 Pre-Application Submittal  
 5.31.22 Design Review Submittal

REVISIONS:  
 REV 1:  
 REV 2:  
 REV 3:

PROJECT ADDRESS:

**The 208**  
 200 N Leadville  
 Ketchum, Idaho 83340

DESIGN: ML  
 DRAWN: ML  
 CHECKED: EW

DATE: September 28, 2022

PROJECT: 200 Leadville

NUMBER: LLA0292.21

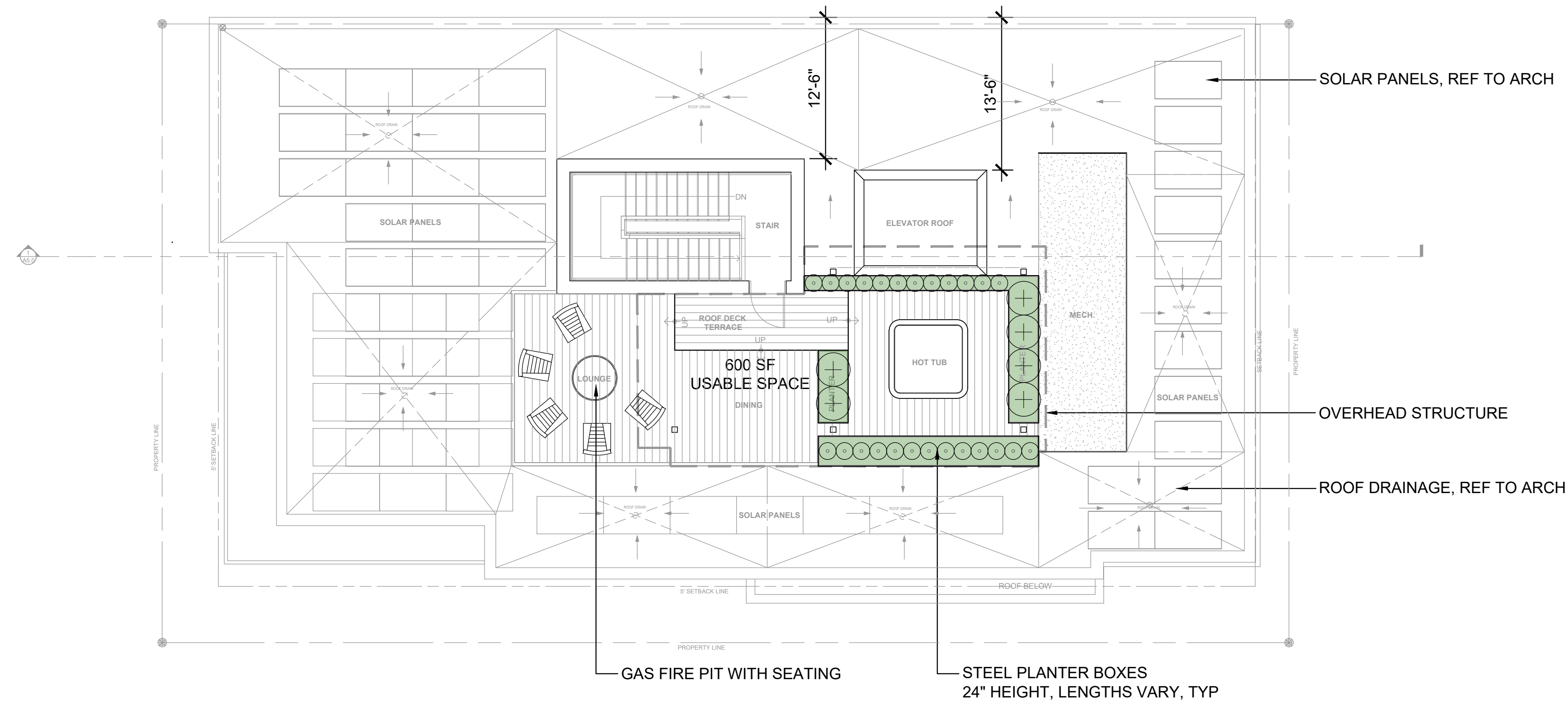
SCALE: 1/8" = 1'-0"

TITLE:

**ROOFTOP  
 LAYOUT PLAN**

SHEET:

**L1.01**



**ROOF DECK NOTES**

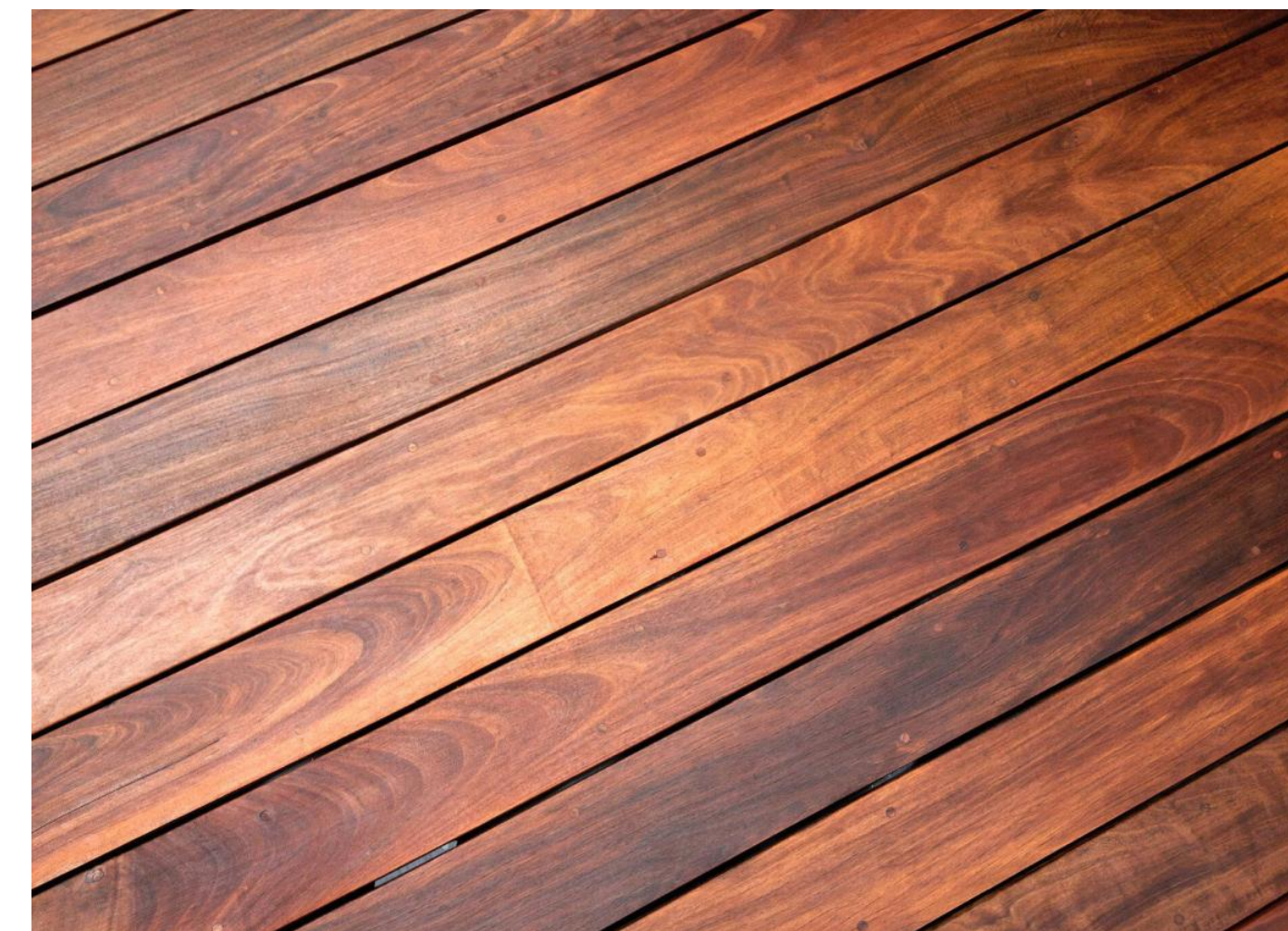
- Landscape planters, tables, chairs & hot tub are not permanently affixed in place
- Gas Fire Pit - May be a permanent structure, requiring a min 10' setback from building facade.

**PLANT SCHEDULE - ROOF DECK**

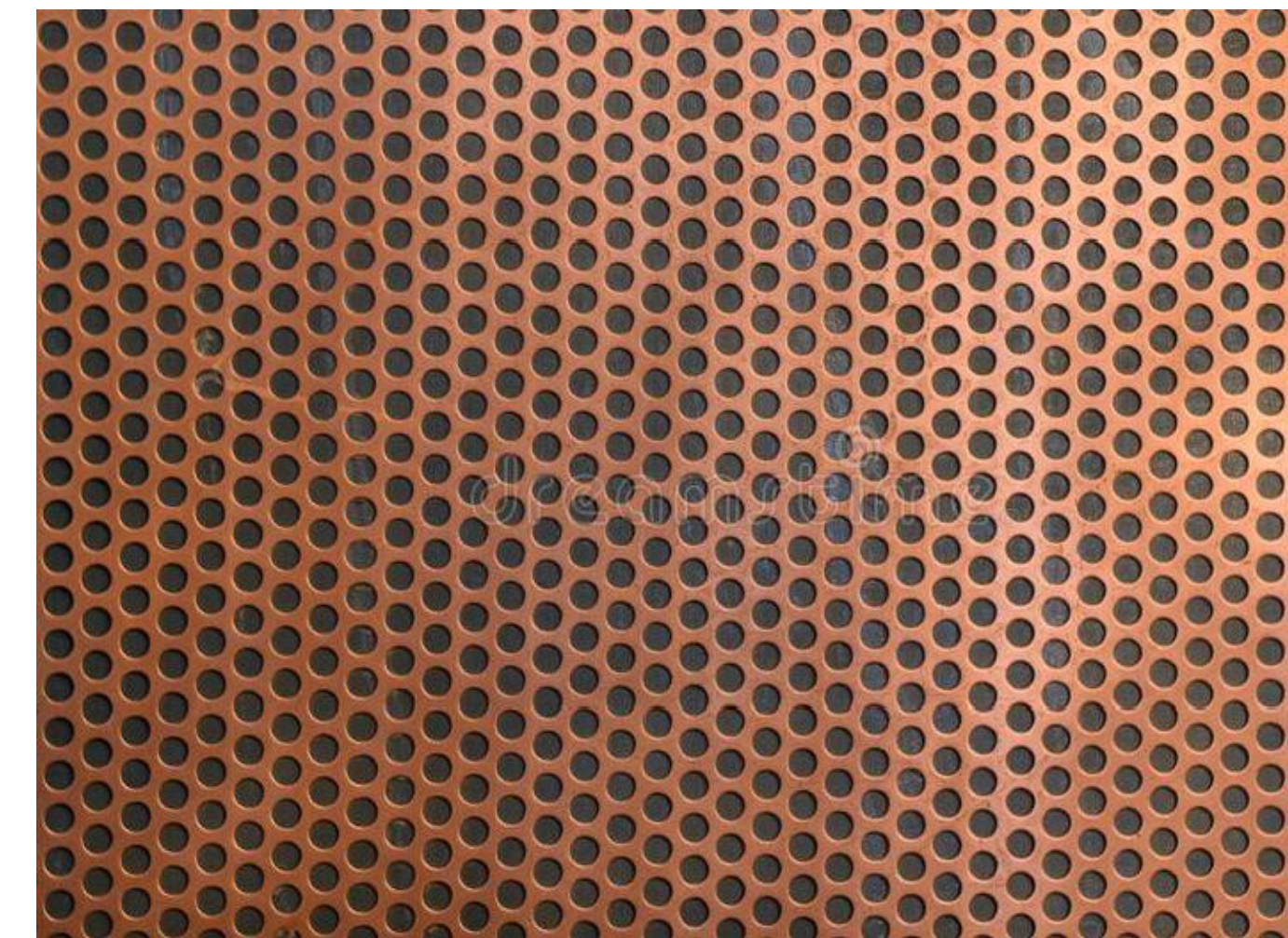
QTY.	BOTANICAL NAME	COMMON NAME	SIZE & SPACING, NOTES
<b>GRASSES</b>			
6	Calamagrostis acutiflora	Karl Foerster Grass	2 gal @ 36" OC
25	Festuca glauca 'Elijah Blue'	Blue Fescue	1 gal @ 18" OC



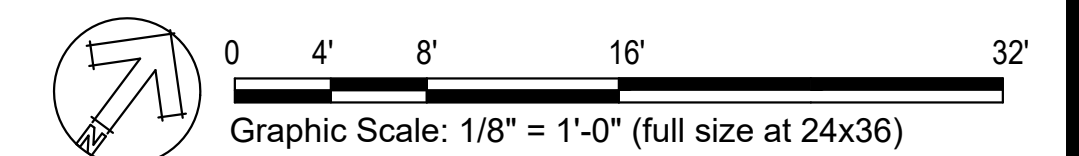
ROOFTOP & AT GRADE STEEL PLANTERS

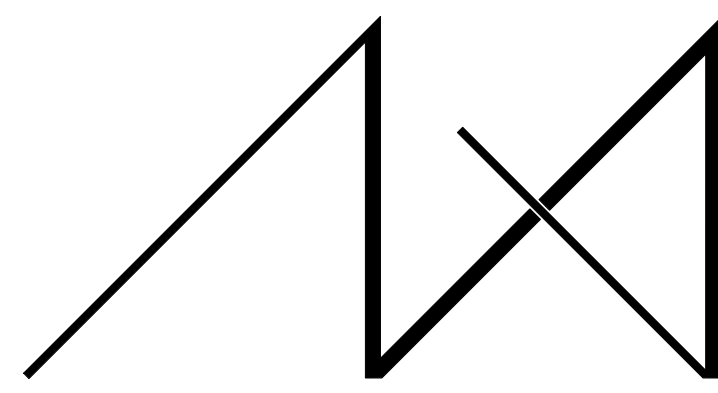


ROOFTOP DECKING MATERIAL



METAL MESH SCREENING OF UTILITIES





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200 W. RIVER ST. SUITE 301 KETCHUM, ID 83340 TEL: (208) 726-0194

REGISTRATION:

LICENSED ARCHITECT AR 1937

*Emily D. Buchwalter*  
Emily D. Buchwalter  
STATE OF IDAHO

INTAKE DATE: 10/12/22

REVISIONS: DATE:

NO.	DESCRIPTION	DATE

PROJECT / CLIENT:

THE 208 BUILDING

CARR, MICHAEL

JOB ADDRESS:

200 N LEADVILLE KETCHUM IDAHO, 83340  
PARCEL #RPK00000230010

DRAWING NAME:

SITE PLAN

Drawn By: NR/AR

Checked By: EB

Owner Approval:

PHASE:

CONSTRUCTION DRAWINGS

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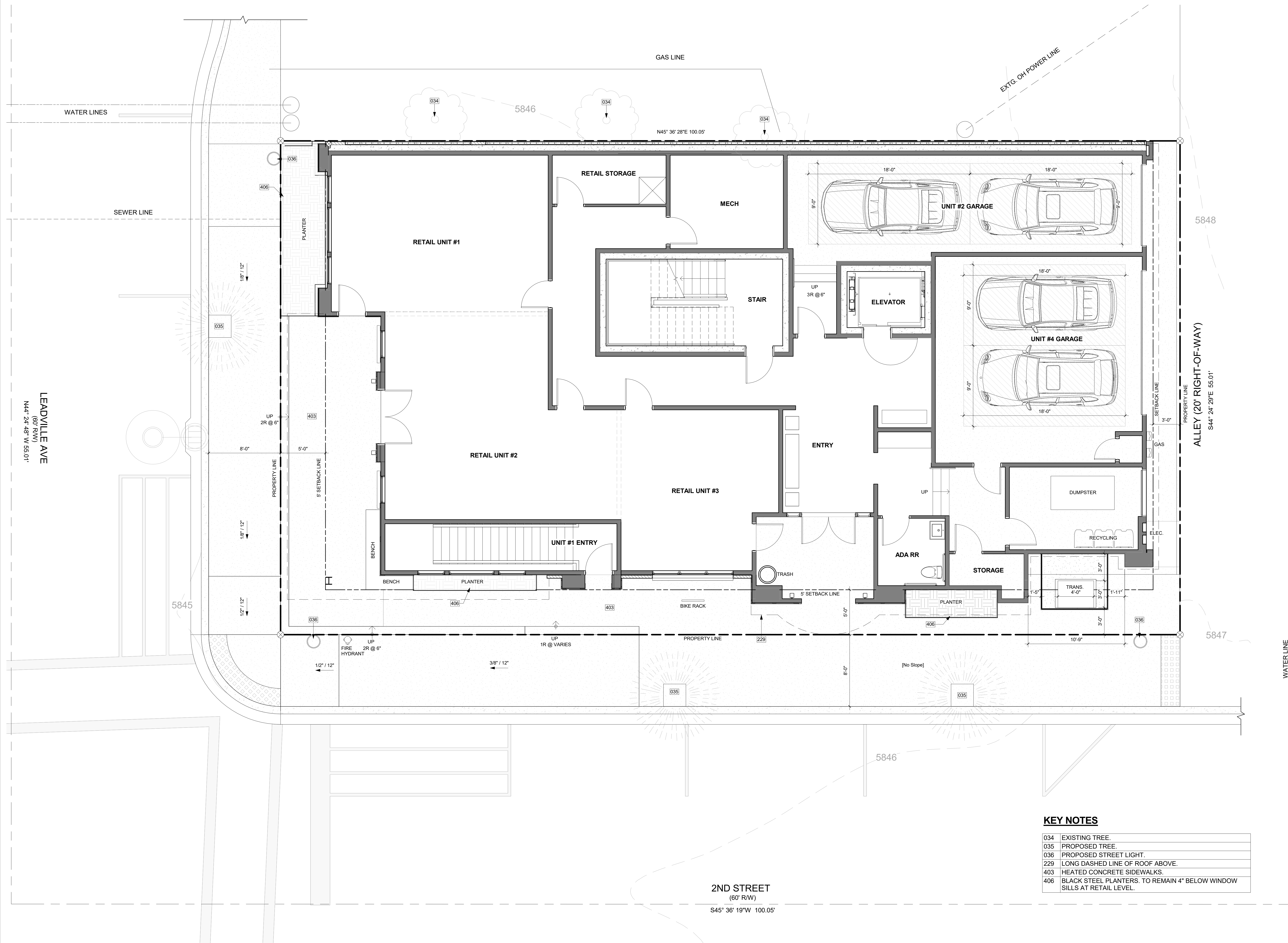
PROJECT No.: A21-198

DATE: 11/18/2022

2:16:51 PM

PLOT SCALE: 1:1

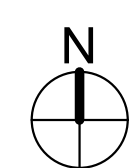
A0.1

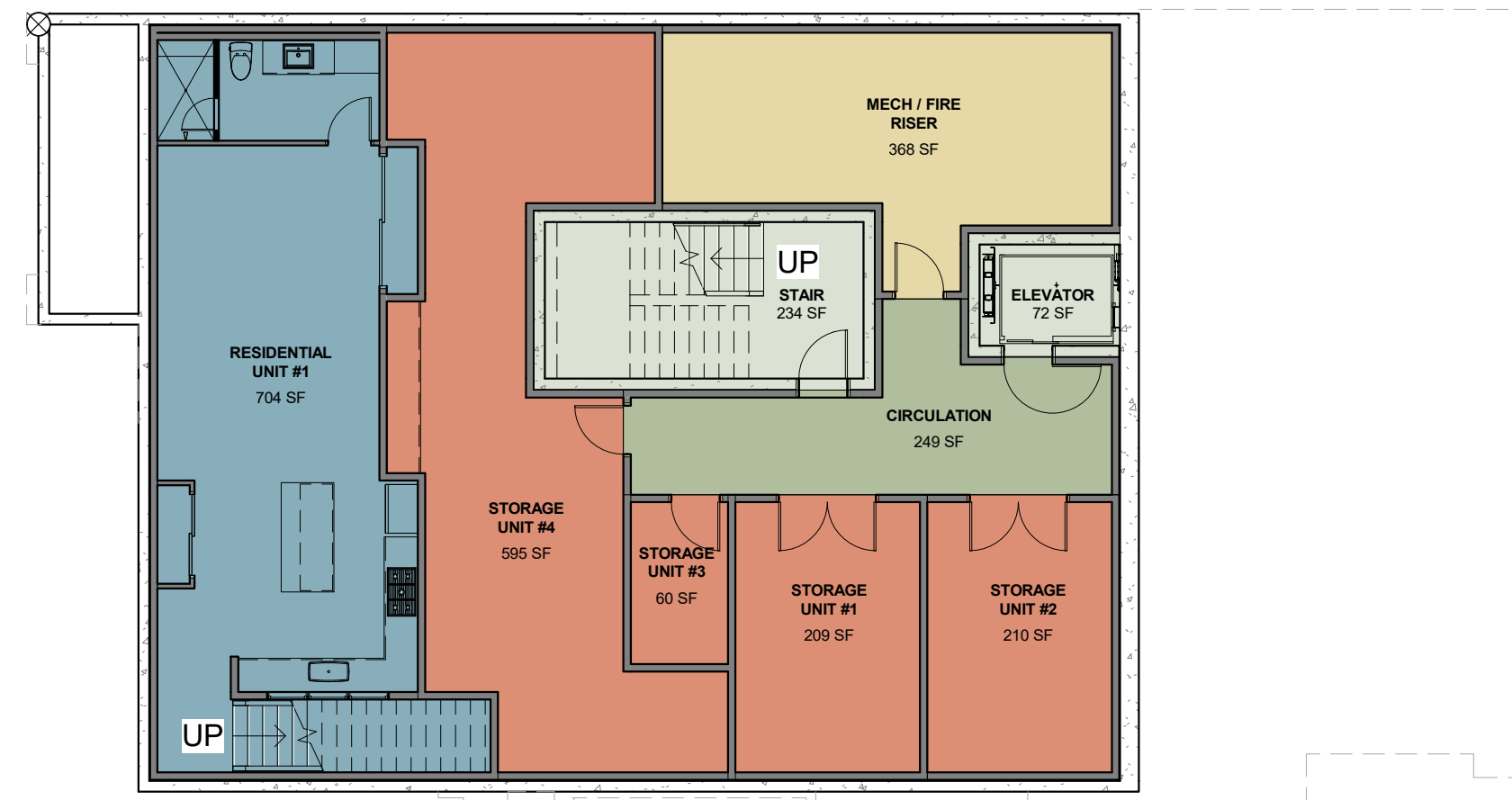


KEY NOTES

034	EXISTING TREE.
035	PROPOSED TREE.
036	PROPOSED STREET LIGHT.
229	LONG DASHED LINE OF ROOF ABOVE.
403	HEATED CONCRETE SIDEWALKS.
406	BLACK STEEL PLANTERS. TO REMAIN 4" BELOW WINDOW SILLS AT RETAIL LEVEL.

SITE PLAN  
1/4" = 1'-0" 1

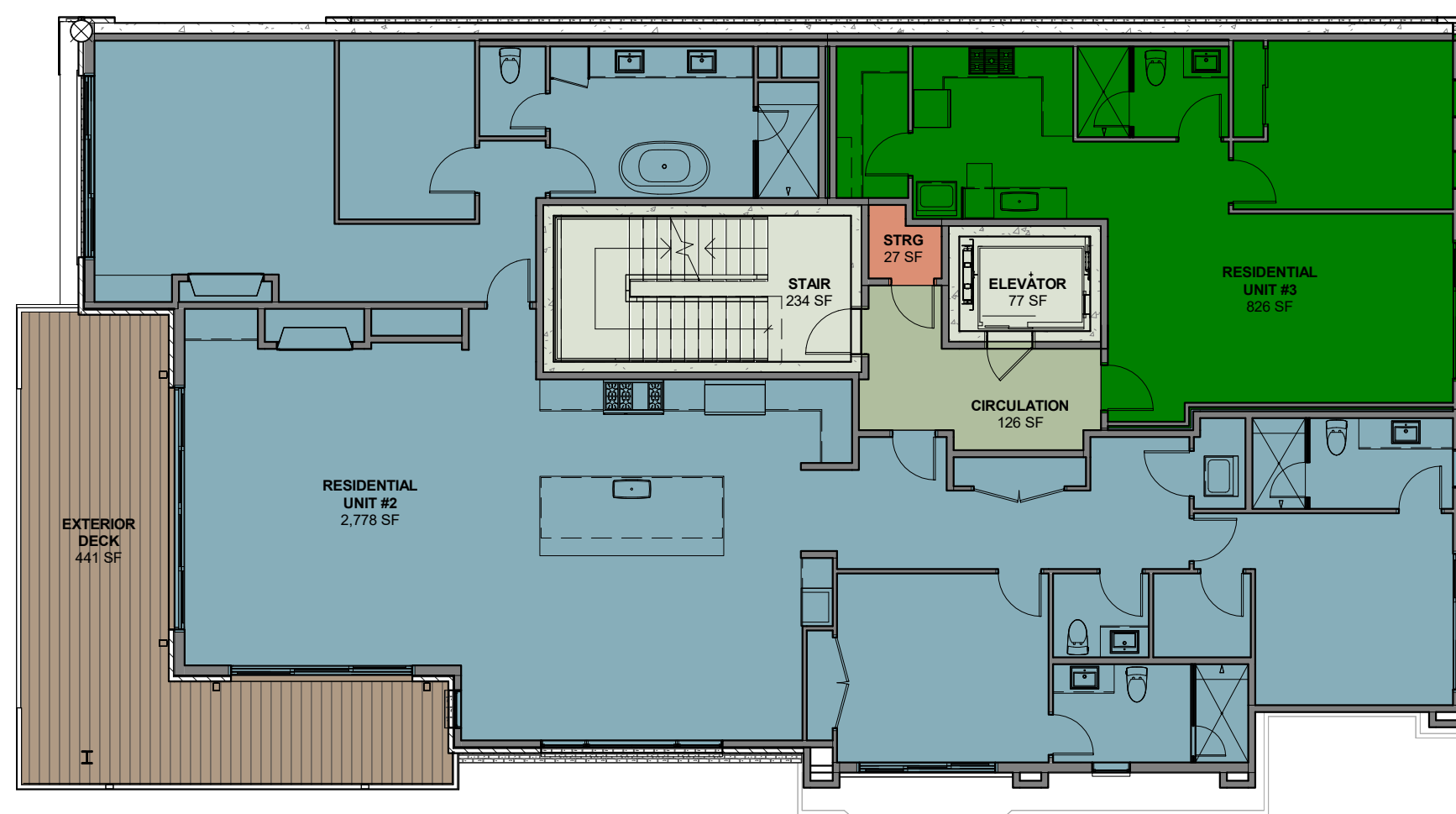




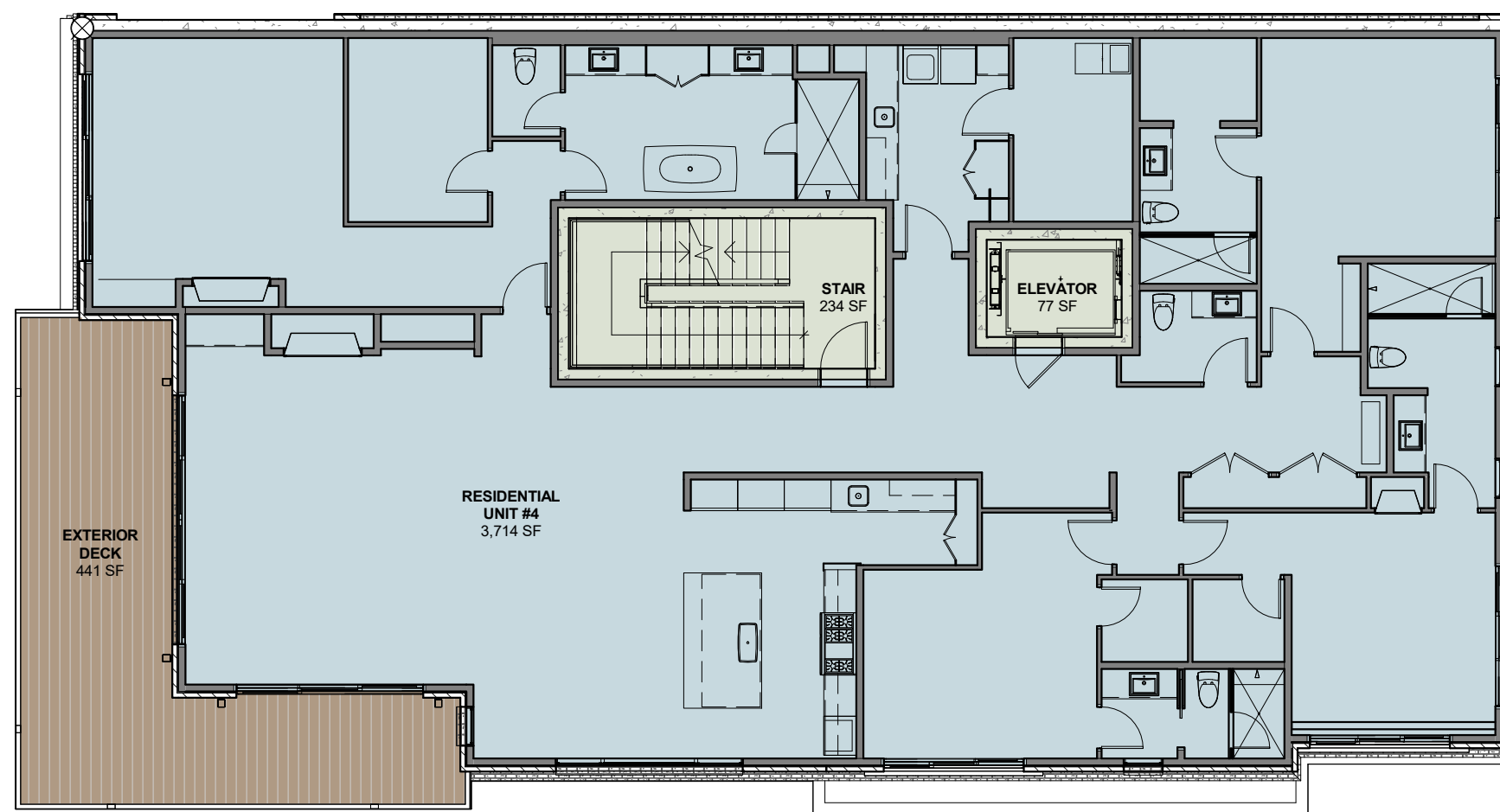
LOWER LEVEL PLAN  
3/32" = 1'-0"



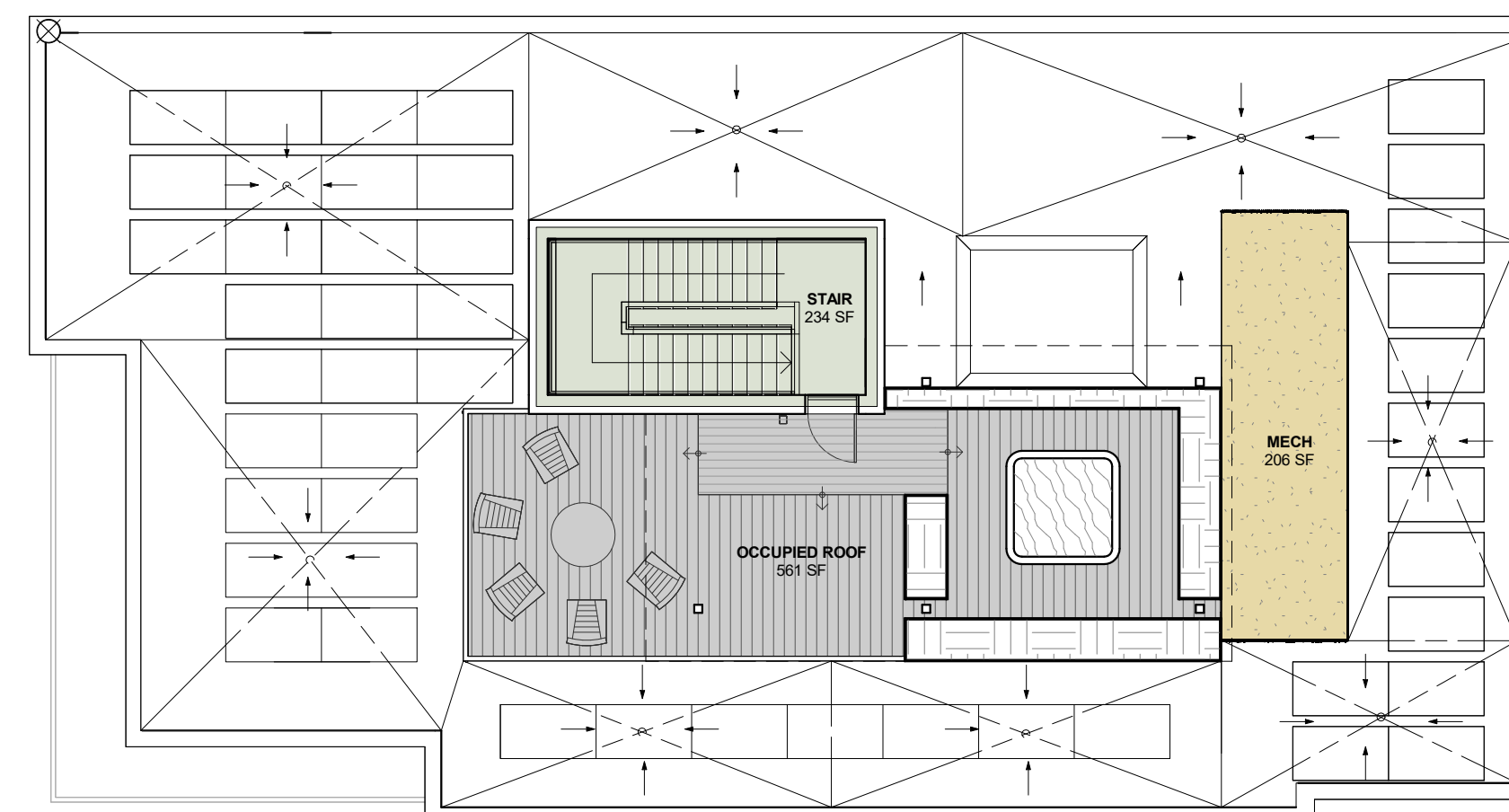
1ST FLOOR PLAN  
3/32" = 1'-0"



2ND FLOOR PLAN  
3/32" = 1'-0"



3RD FLOOR PLAN  
3/32" = 1'-0"

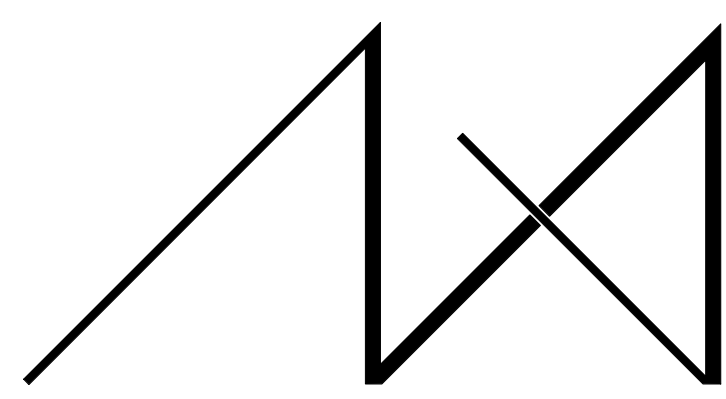
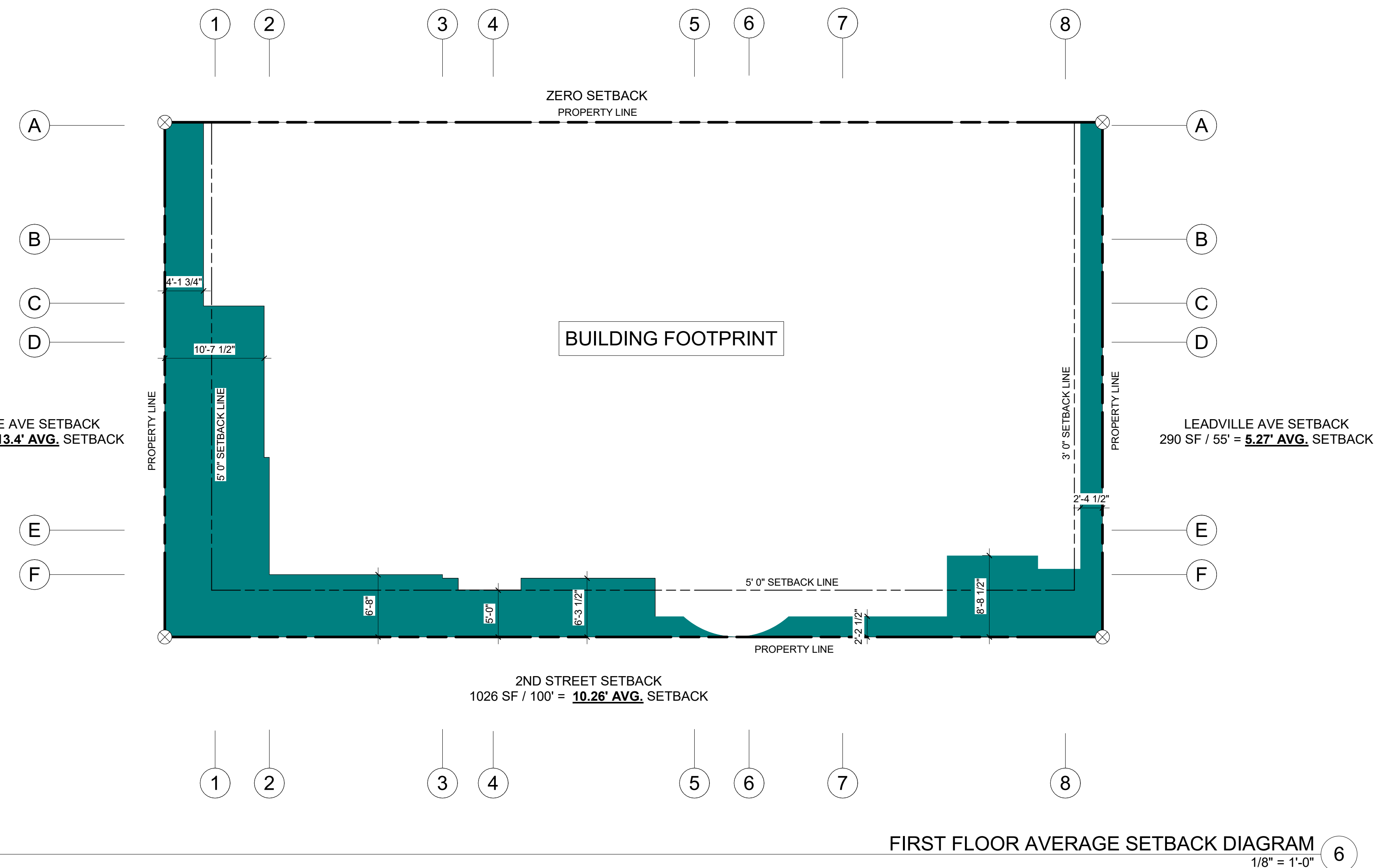


ROOF PLAN  
3/32" = 1'-0"

FLOOR AREA LEGEND	
	STORAGE AREA
	RESIDENTIAL PARKING
	RESIDENTIAL AREA
	EXTERIOR AMENITY AREA
	MECHANICAL / FIRE
	COMMERCIAL AREA
	CIRCULATION
	VERTICAL CIRCULATION

DESIGN REVIEW APPLICATION REQUIREMENTS

BUILDING AREA SQUARE FOOTAGES				
FLOOR PLAN	AREA USE	GROSS AREA SF	NET AREA SF	EXCLUDED AREA SF
LOWER LEVEL	RESIDENTIAL UNIT #1		704 SF	
	STORAGE UNIT #4			595 SF
	STORAGE UNIT #1			209 SF
	STORAGE UNIT #2			210 SF
	STORAGE UNIT #3			60 SF
	MECH / FIRE RISER ROOM			368 SF
	CIRCULATION			246 SF
	STAIR			234 SF
ELEVATOR			77 SF	
<b>TOTALS:</b>		<b>0 SF</b>	<b>704 SF</b>	<b>1999 SF</b>
FLOOR PLAN	AREA USE	GROSS AREA SF	NET AREA SF	EXCLUDED AREA SF
1ST FLOOR	COMMERCIAL UNIT #1	456 SF	421 SF	
	COMMERCIAL UNIT #2	533 SF	520 SF	
	COMMERCIAL UNIT #3	317 SF	295 SF	
	COMMERCIAL RESTROOM	69 SF		
	RESIDENTIAL UNIT#1 STAIR	174 SF		
	RESIDENTIAL PARKING	528 SF		
	RESIDENTIAL PARKING	554 SF		
	STORAGE	89 SF	69 SF	
	STORAGE	50 SF		33 SF
	MECHANICAL	150 SF		
	CIRCULATION	676 SF		
	STAIR	234 SF		
	ELEVATOR	77 SF		
	TRASH ROOM	170 SF		
ELEVATOR	115 SF			
<b>TOTALS:</b>		<b>4192 SF</b>	<b>1338 SF</b>	<b>0 SF</b>
FLOOR PLAN	AREA USE	GROSS AREA SF	NET AREA SF	EXCLUDED AREA SF
2ND FLOOR	RESIDENTIAL UNIT #2	2778 SF	2587 SF	
	RESIDENTIAL UNIT #3	826 SF	749 SF	
	STORAGE	27 SF	20 SF	
	EXTERIOR DECK			441 SF
	CIRCULATION	126 SF		
	STAIR			234 SF
	ELEVATOR			77 SF
<b>TOTALS:</b>		<b>3757 SF</b>	<b>3356 SF</b>	<b>752 SF</b>
FLOOR PLAN	AREA USE	GROSS AREA SF	NET AREA SF	EXCLUDED AREA SF
3RD FLOOR	RESIDENTIAL UNIT #4	3714 SF	3514 SF	
	EXTERIOR DECK			441 SF
	STAIR			234 SF
<b>TOTALS:</b>		<b>3714 SF</b>	<b>3514 SF</b>	<b>675 SF</b>
FLOOR PLAN	AREA USE	GROSS AREA SF	NET AREA SF	EXCLUDED AREA SF
ROOF DECK	OCCUPIED ROOF			561 SF
	MECHANICAL			206 SF
	STAIR			234 SF
<b>TOTALS:</b>		<b>0 SF</b>	<b>0 SF</b>	<b>1001 SF</b>
	<b>GROSS AREA SF</b>	<b>NET AREA SF</b>	<b>EXCLUDED AREA SF</b>	
<b>TOTAL BUILDING:</b>	<b>11663 SF</b>	<b>8912 SF</b>	<b>4427 SF</b>	
<b>PARKING CREDIT:</b>			<b>648 SF</b>	
	<b>GROSS AREA SF</b>	<b>SITE AREA SF</b>	<b>FAR</b>	
<b>FAR:</b>	<b>11663 SF</b>	<b>8912 SF</b>	<b>2.00</b>	

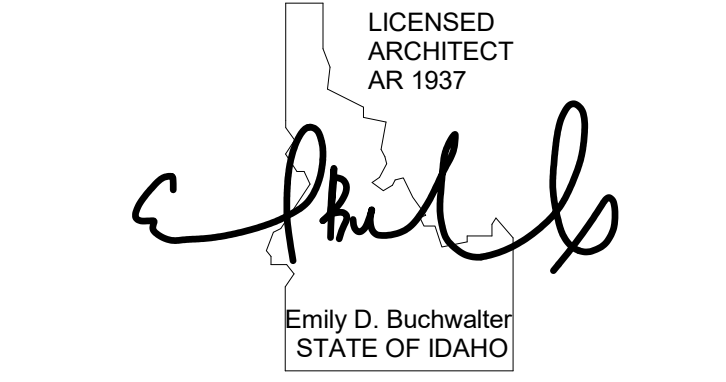


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200 W. RIVER ST. SUITE 301 KETCHUM, ID 83340 TEL: (208) 726-0194

REGISTRATION:



INTAKE DATE: 10/12/22

REVISIONS: DATE:

NO.	DESCRIPTION	DATE

PROJECT / CLIENT:

THE 208 BUILDING

CARR, MICHAEL

JOB ADDRESS:

200 N LEADVILLE KETCHUM IDAHO, 83340 PARCEL #RPK00000230010

DRAWING NAME:

DESIGN REVIEW FLOOR AREA DIAGRAM

Drawn By: NR/AR

Checked By: EB

Owner Approval:

PHASE:

CONSTRUCTION DRAWINGS

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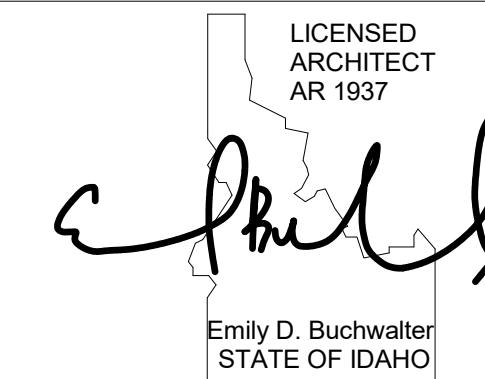
DATE: 11/18/2022

2:17:15 PM

PLOT SCALE: 1:1

A0.3

REGISTRATION:



INTAKE DATE: 10/12/22

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REVISIONS:	DATE:

PROJECT / CLIENT:

**THE 208 BUILDING**

CARR, MICHAEL

JOB ADDRESS:

200 N LEADVILLE KETCHUM IDAHO, 83340 PARCEL #RPK00000230010

DRAWING NAME:

**LOWER LEVEL PLAN**

Drawn By: NR/AR

Checked By: EB

Owner Approval:

PHASE:

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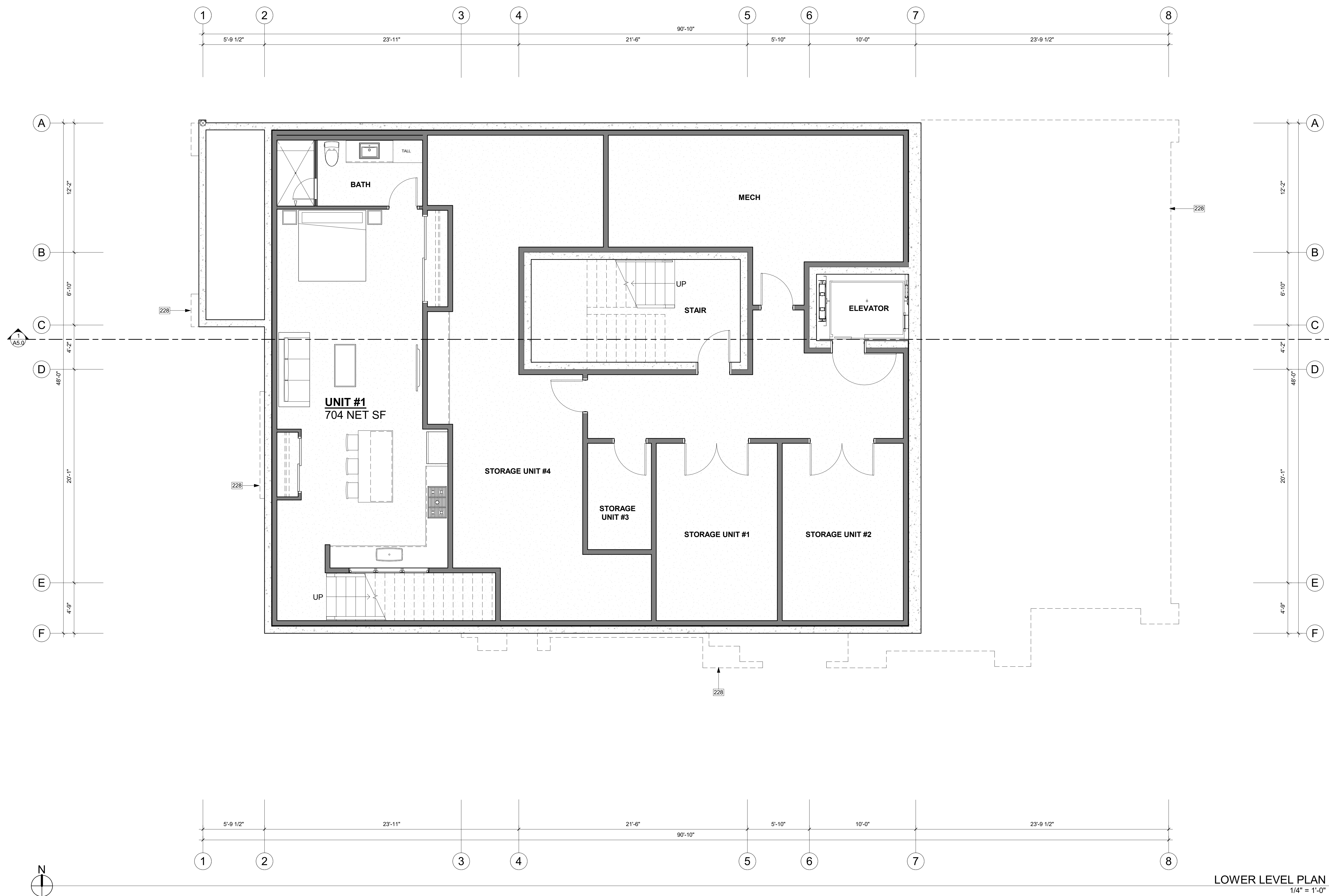
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PLOT SCALE: 1:1

**A2.0**

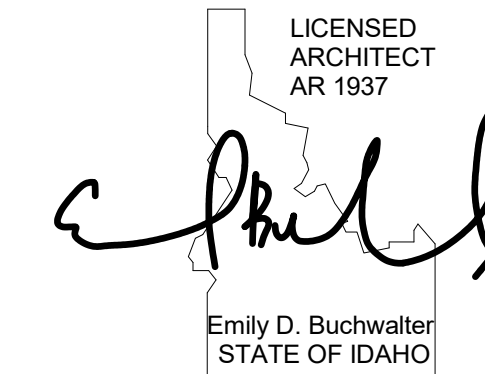


**LOWER LEVEL PLAN**  
 1/4" = 1'-0" 1

**KEY NOTES**

228 DASHED LINE OF BUILDING ABOVE.

REGISTRATION:



INTAKE DATE: 10/12/22

REVISIONS: DATE:

REVISIONS:	DATE:

PROJECT / CLIENT:

**THE 208 BUILDING**

CARR, MICHAEL

JOB ADDRESS:

200 N LEADVILLE KETCHUM IDAHO, 83340  
 PARCEL #RPK0000230010

DRAWING NAME:

**1ST FLOOR PLAN**

Drawn By: NR/AR

Checked By: EB

Owner Approval:

PHASE:

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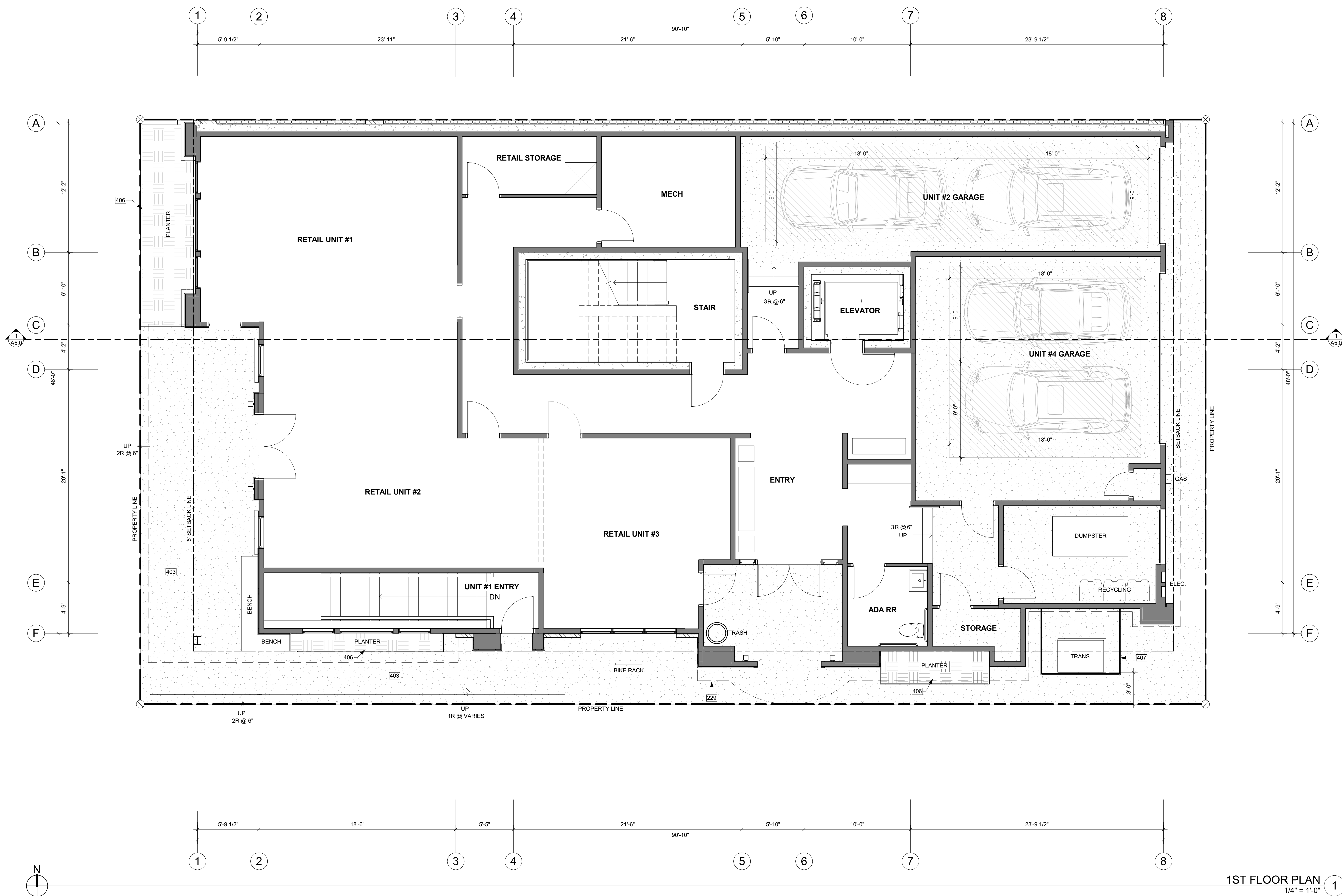
PROJECT No.: A21-198

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PLOT SCALE: 1:1

**A2.1**

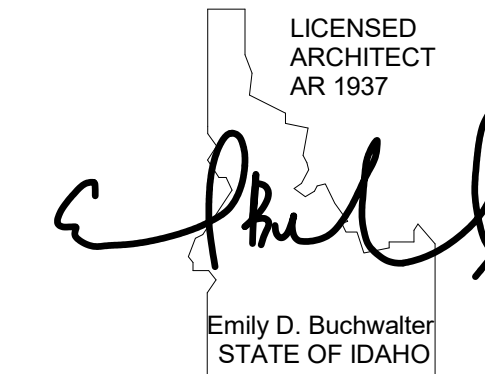


**KEY NOTES**

- 229 LONG DASHED LINE OF ROOF ABOVE.
- 403 HEATED CONCRETE SIDEWALKS.
- 406 BLACK STEEL PLANTERS. TO REMAIN 4" BELOW WINDOW SILLS AT RETAIL LEVEL.
- 407 METAL MESH SCREEN.

**1ST FLOOR PLAN**  
 1/4" = 1'-0" 1

REGISTRATION:



INTAKE DATE: 10/12/22

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NO.	DESCRIPTION	DATE

PROJECT / CLIENT:

**THE 208 BUILDING**

CARR, MICHAEL

JOB ADDRESS:

200 N LEADVILLE KETCHUM IDAHO, 83340  
 PARCEL #RPK00000230010

DRAWING NAME:

**2ND FLOOR PLAN**

Drawn By: NR/AR

Checked By: EB

Owner Approval:

PHASE:

CONSTRUCTION DRAWINGS

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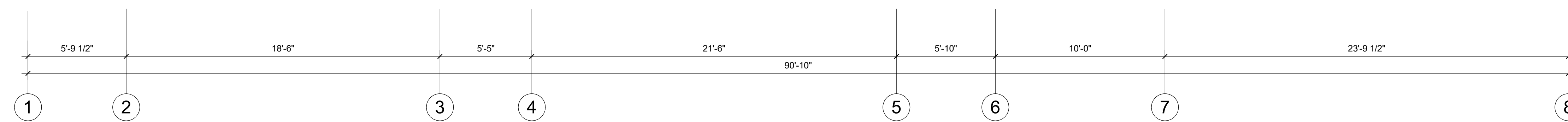
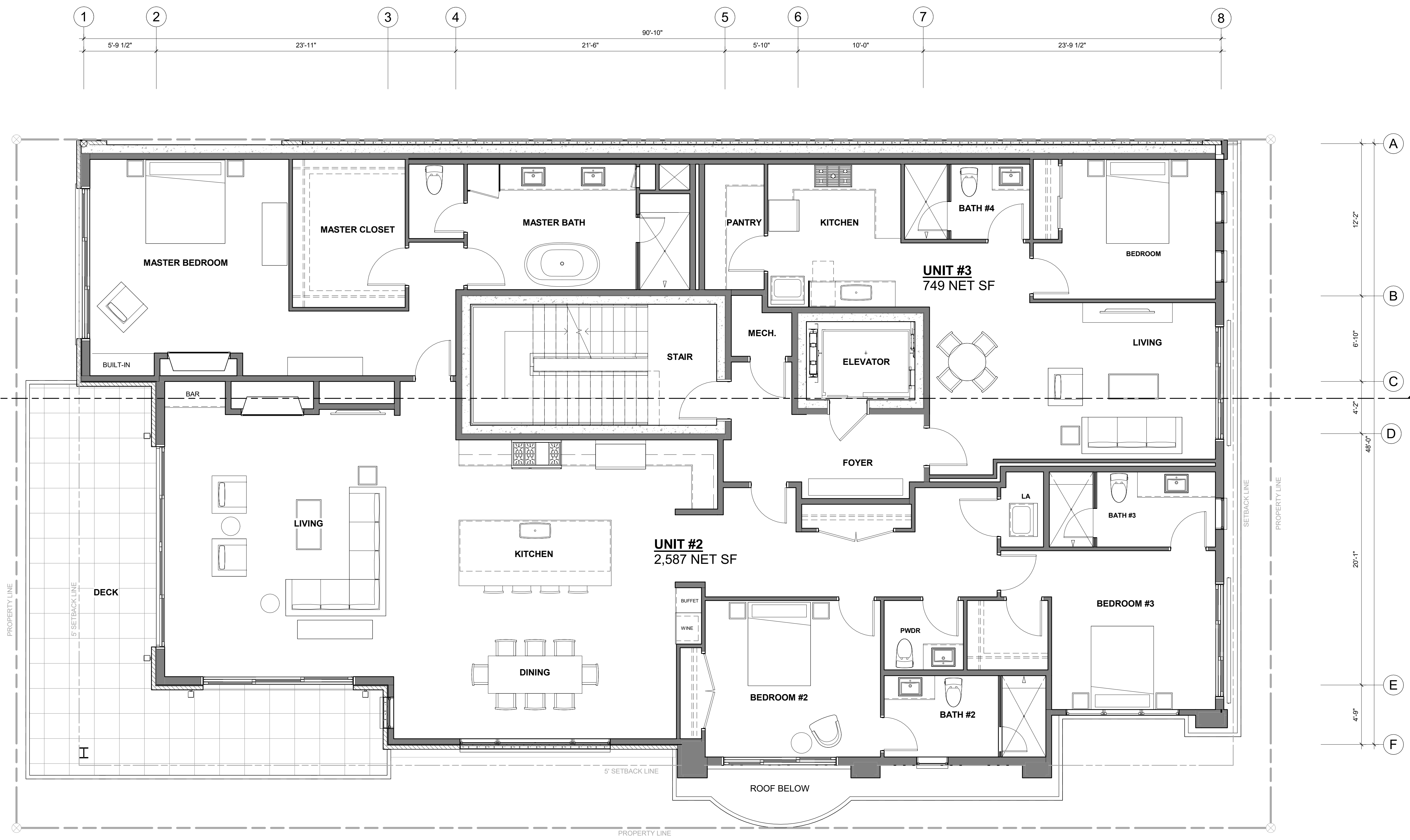
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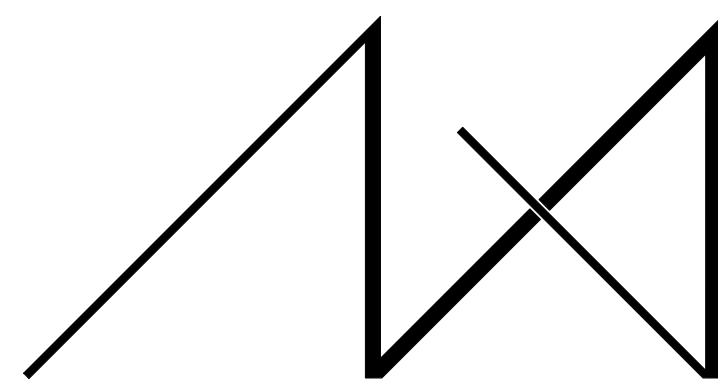
PLOT SCALE: 1:1

**A2.2**



**2ND FLOOR PLAN**  
 1/4" = 1'-0" 1

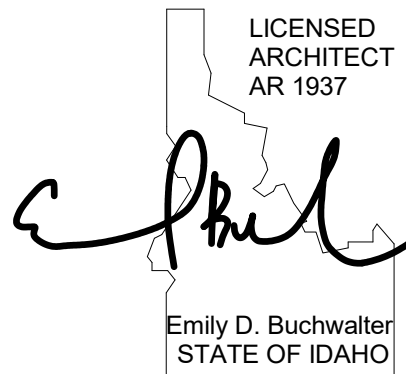




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THE 208 BUILDING

CARR, MICHAEL

JOB ADDRESS:

200 N LEADVILLE KETCHUM IDAHO, 83340 PARCEL #RPK00000230010

DRAWING NAME:

3RD FLOOR PLAN

Drawn By: NR/AR

Checked By: EB

Owner Approval:

PHASE:

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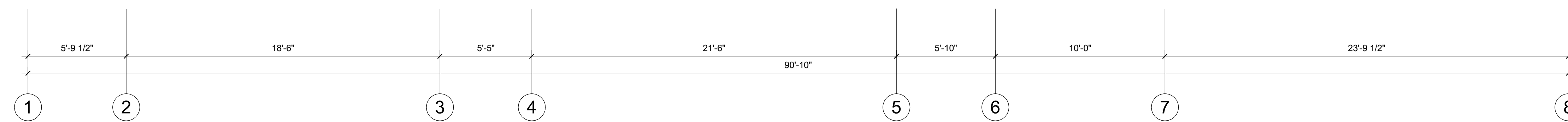
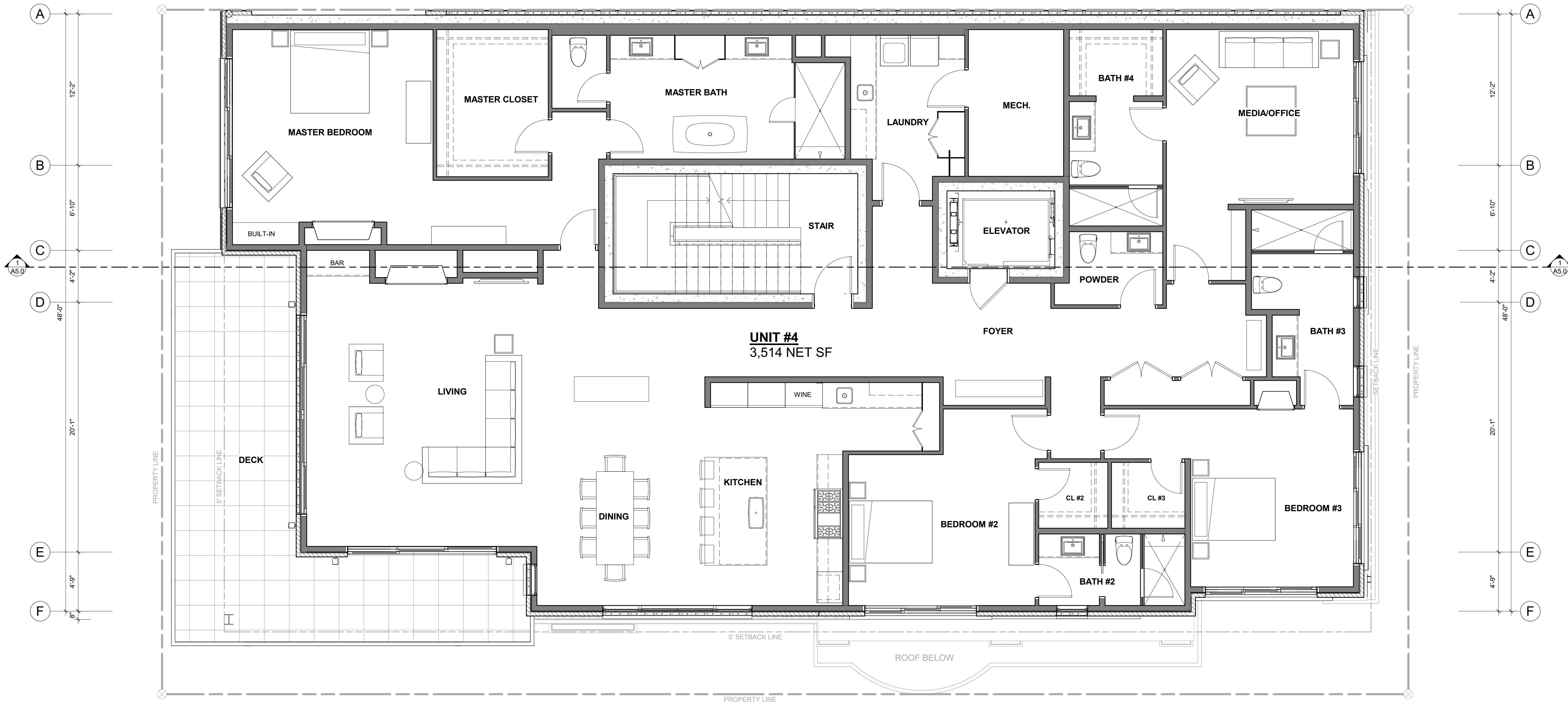
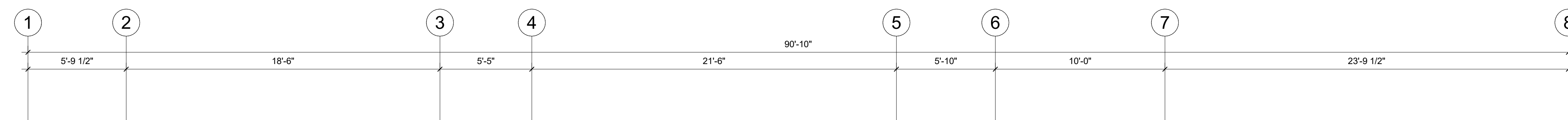
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A2.3

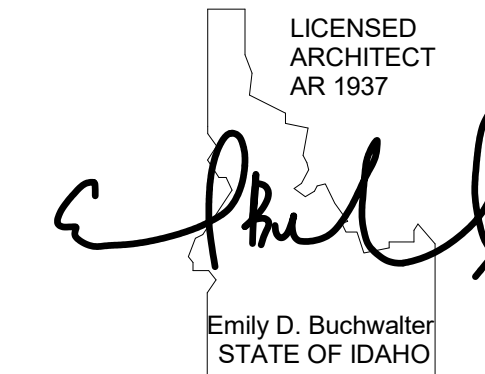
PLOT SCALE: 1:1



3RD FLOOR PLAN  
1/4" = 1'-0" 1



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**THE 208 BUILDING**

CARR, MICHAEL

JOB ADDRESS:  
 200 N LEADVILLE KETCHUM IDAHO, 83340  
 PARCEL #RPK00000230010

DRAWING NAME:

**ROOF PLAN**

Drawn By: NR/AR

Checked By: EB

Owner Approval:

PHASE:

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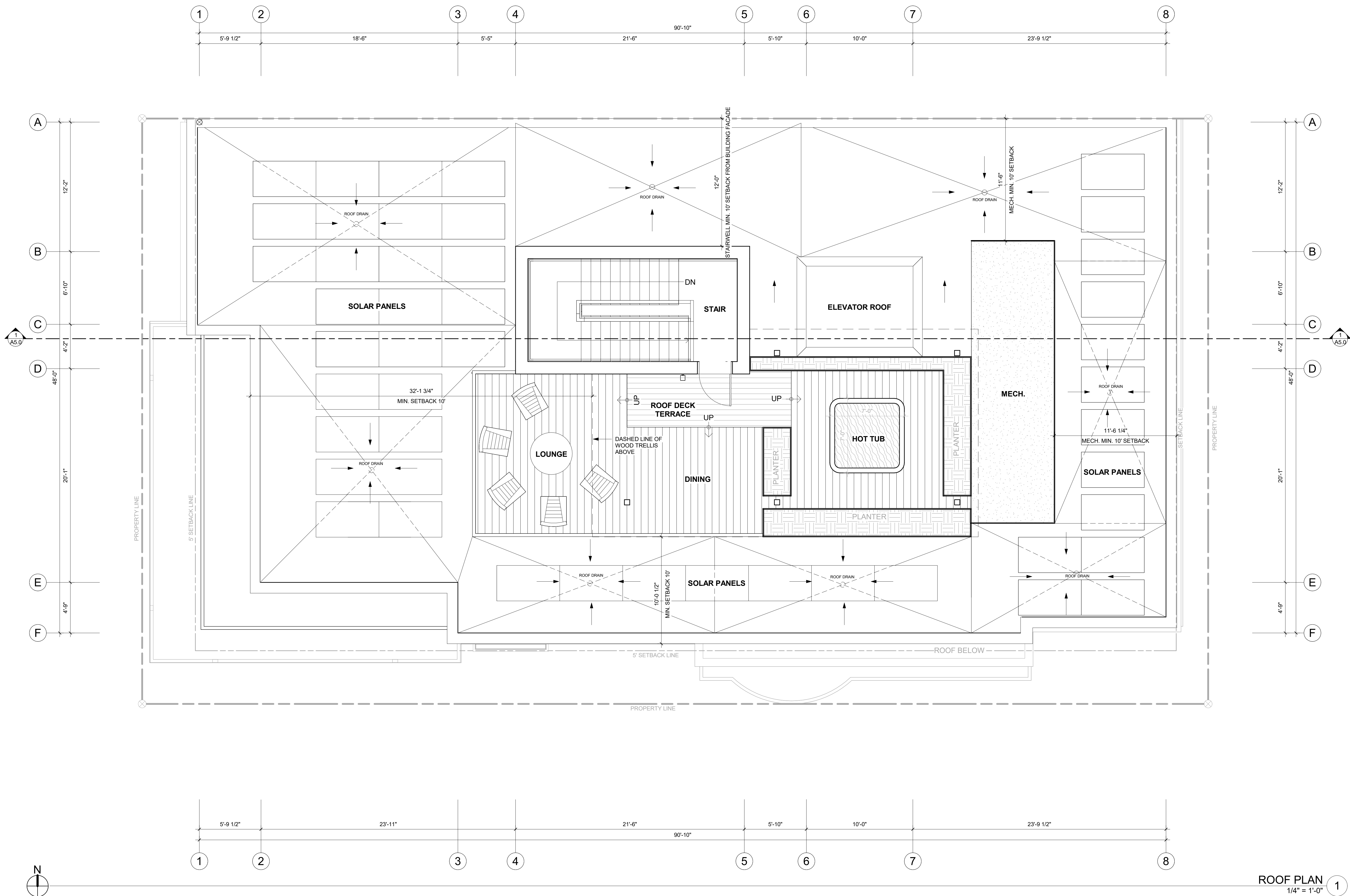
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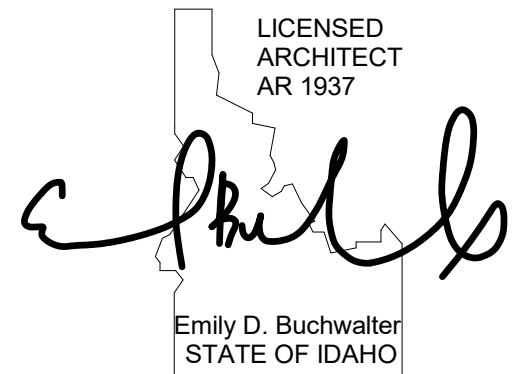
**A3.0**

PLOT SCALE: 1:1



**ROOF PLAN**  
 1/4" = 1'-0" 1

REGISTRATION:



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REVISIONS:	DATE:

PROJECT / CLIENT:

**THE 208 BUILDING**

CARR, MICHAEL

JOB ADDRESS:

200 N LEADVILLE KETCHUM IDAHO, 83340  
 PARCEL #RPK00000230010

DRAWING NAME:

**ELEVATIONS**

Drawn By: NR/AR

Checked By: EB

Owner Approval:

PHASE:

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PROJECT No.: A21-198

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2:18:08 PM

**A4.0**

PLOT SCALE: 1:1

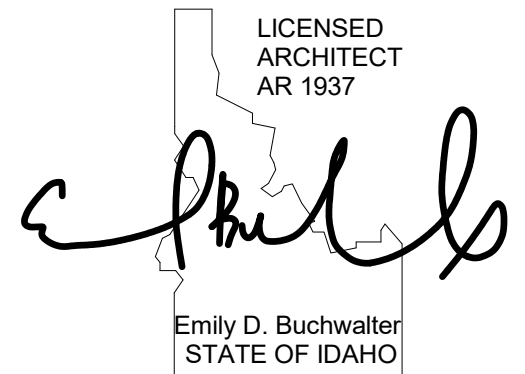


**SOUTH ELEVATION** 1  
 1/4" = 1'-0"

**KEY NOTES**

400	NATURAL STONE VENEER.
401	BRICK VENEER.
404	WOOD SIDING.
405	BLACK STEEL C-CHANNEL.
406	BLACK STEEL PLANTERS. TO REMAIN 4" BELOW WINDOW SILLS AT RETAIL LEVEL.
407	METAL MESH SCREEN.
408	BLACK STEEL GUARD. MIN. 75% TRANSPARENT AT ROOFTOP.
409	BLACK METAL COPING OVER PARAPET WALL.
410	METAL CLAD WOOD WINDOWS AND DOORS.
411	PRE CAST CONCRETE LINTEL.
413	BLACK STEEL FRAMED TRELLIS W/ BLACK STAINED WOOD CANOPY.

REGISTRATION:



INTAKE DATE: 10/12/22

REVISIONS:	DATE:

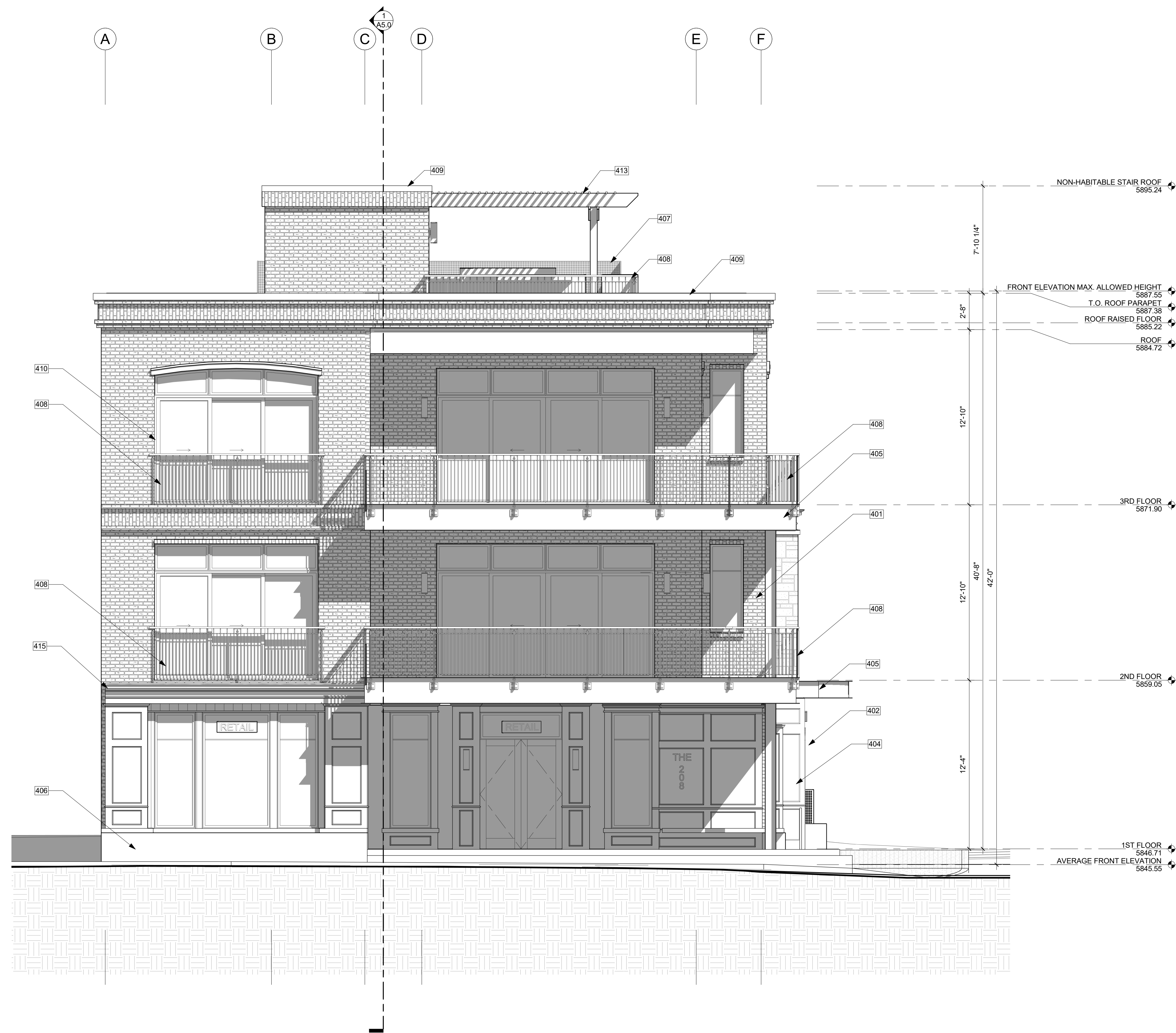
PROJECT / CLIENT:

THE 208 BUILDING

CARR, MICHAEL

JOB ADDRESS:

200 N LEADVILLE KETCHUM IDAHO, 83340 PARCEL #RPK00000230010



WEST ELEVATION 2  
 1/4" = 1'-0"

KEY NOTES

401	BRICK VENEER.
402	LIGHTING @ ALL EXTERIOR DOORS INSTALLED PER MANUFACTURER, TYP. REFER TO SHEET A5.2 FOR LIGHTING SPECS. ALL LIGHTS SHALL COMPLY WITH CITY OF KETCHUM MUNICIPAL CODE 17.132.
404	WOOD SIDING.
405	BLACK STEEL C-CHANNEL.
406	BLACK STEEL PLANTERS. TO REMAIN 4" BELOW WINDOW SILLS AT RETAIL LEVEL.
407	METAL MESH SCREEN.
408	BLACK STEEL GUARD. MIN. 75% TRANSPARENT AT ROOFTOP.
409	BLACK METAL COPING OVER PARAPET WALL.
410	METAL CLAD WOOD WINDOWS AND DOORS.
413	BLACK STEEL FRAMED TRELLIS W/ BLACK STAINED WOOD CANOPY.
415	BLACK WOOD LINTEL.

DRAWING NAME:

ELEVATIONS

Drawn By: NR/AR

Checked By: EB

Owner Approval:

PHASE:

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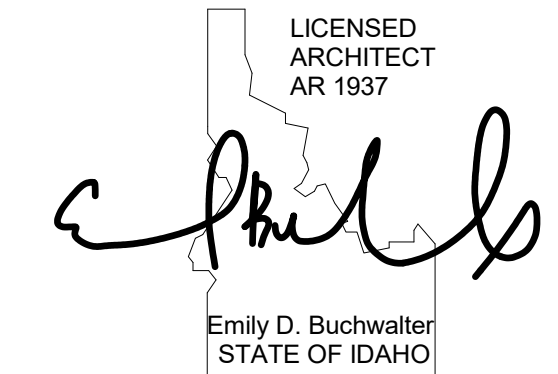
PROJECT No.: A21-198

DATE: 11/18/2022  
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A4.1

PLOT SCALE: 1:1

REGISTRATION:



INTAKE DATE: 10/12/22

REVISIONS:	DATE:

PROJECT / CLIENT:

**THE 208 BUILDING**

CARR, MICHAEL

JOB ADDRESS:

200 N LEADVILLE KETCHUM IDAHO, 83340  
 PARCEL #RPK00000230010



**EAST ELEVATION**  
 1/4" = 1'-0" 1

**KEY NOTES**

400	NATURAL STONE VENEER.
401	BRICK VENEER.
405	BLACK STEEL C-CHANNEL.
407	METAL MESH SCREEN.
408	BLACK STEEL GUARD. MIN. 75% TRANSPARENT AT ROOFTOP.
409	BLACK METAL COPING OVER PARAPET WALL.
410	METAL CLAD WOOD WINDOWS AND DOORS.
411	PRE CAST CONCRETE LINTEL.
412	ELECTRICAL/ GAS METERS.
413	BLACK STEEL FRAMED TRELLIS W/ BLACK STAINED WOOD CANOPY.

DRAWING NAME:

**ELEVATIONS**

Drawn By: NR/AR

Checked By: EB

Owner Approval:

PHASE:

CONSTRUCTION DRAWINGS

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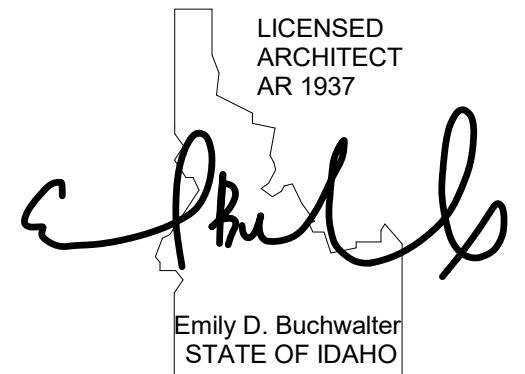
APPROVED FOR CONSTRUCTION:

PROJECT No.: A21-198  
 DATE: 11/18/2022  
 2:18:40 PM

**A4.2**

PLOT SCALE: 1:1

REGISTRATION:



INTAKE DATE: 10/12/22

REVISIONS:	DATE:

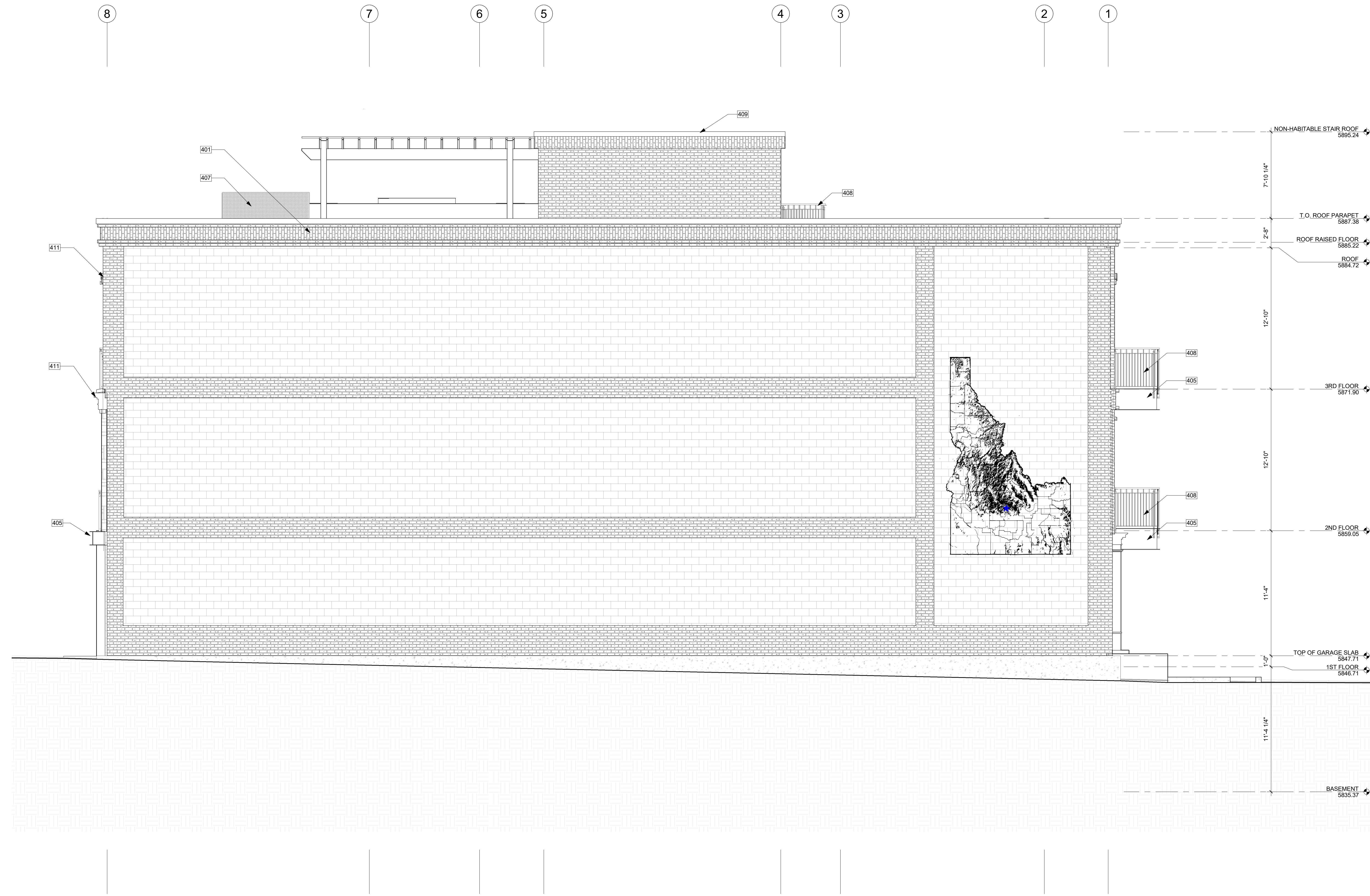
PROJECT / CLIENT:

**THE 208 BUILDING**

CARR, MICHAEL

JOB ADDRESS:

200 N LEADVILLE KETCHUM IDAHO, 83340  
 PARCEL #RPK00000230010



**NORTH ELEVATION** 1  
 1/4" = 1'-0"

**KEY NOTES**

401	BRICK VENEER.
405	BLACK STEEL C-CHANNEL.
407	METAL MESH SCREEN.
408	BLACK STEEL GUARD. MIN. 75% TRANSPARENT AT ROOFTOP.
409	BLACK METAL COPING OVER PARAPET WALL.
411	PRE CAST CONCRETE LINTEL.

DRAWING NAME:

**ELEVATIONS**

Drawn By: NR/AR

Checked By: EB

Owner Approval:

PHASE:

CONSTRUCTION DRAWINGS

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APPROVED FOR CONSTRUCTION:

PROJECT No.: A21-198

DATE: 11/18/2022  
 2:18:47 PM

**A4.3**

PLOT SCALE: 1:1



SOUTH EAST PERSPECTIVE 1

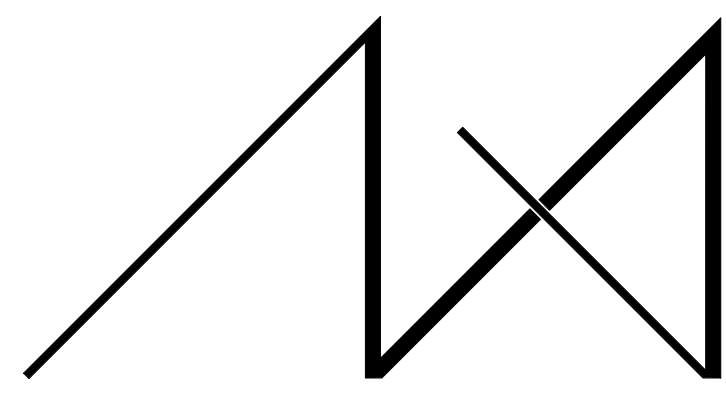


NORTH EAST PERSPECTIVE 2



SOUTH WEST PERSPECTIVE 1

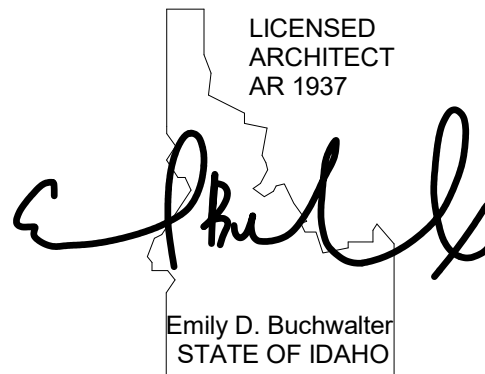
NOTE: 3D RENDERINGS ARE FOR ILLUSTRATIVE PURPOSES ONLY. NOT TO BE USED FOR CONSTRUCTION.



MEDICI ARCHITECTS

11711 SE 8TH STREET SUITE 100 BELLEVUE, WA 98005 TEL: (425) 453-9298  
 200 W. RIVER ST. SUITE 301 KETCHUM, ID 83340 TEL: (208) 726-0194

REGISTRATION:



INTAKE DATE: 10/12/22

REVISIONS: DATE:

REVISIONS:	DATE:

PROJECT / CLIENT:

THE 208 BUILDING

CARR, MICHAEL

JOB ADDRESS:

200 N LEADVILLE KETCHUM IDAHO, 83340 PARCEL #RPK00000230010

DRAWING NAME:

PERSPECTIVES

Drawn By: NR/AR

Checked By: EB

Owner Approval:

PHASE:

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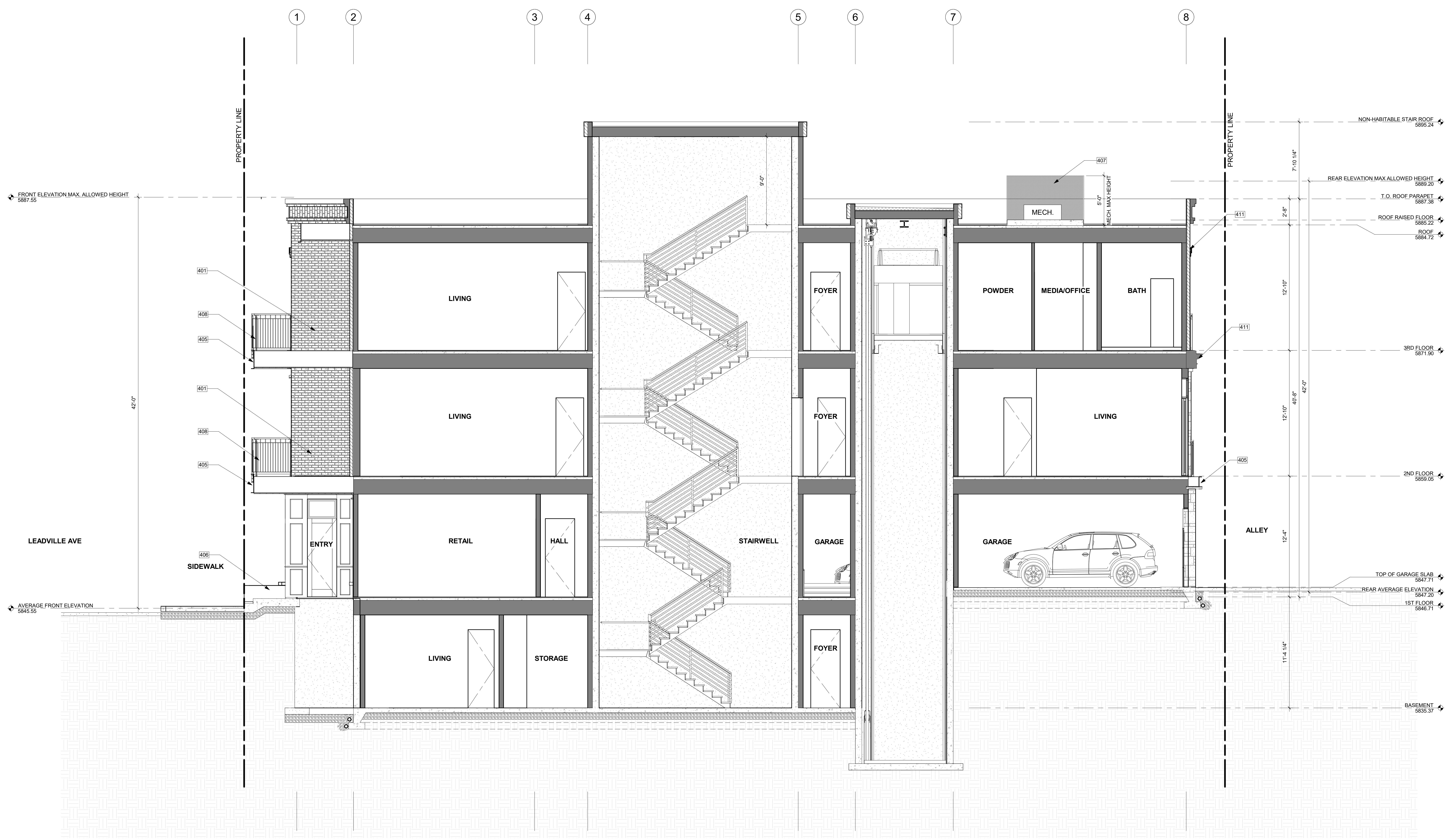
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DATE: 11/18/2022 2:18:49 PM

PLOT SCALE: 1:1

A4.4

REVISIONS:	DATE:



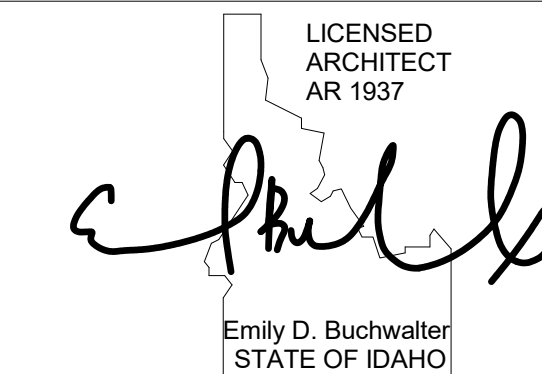
**SECTION 1**  
 1/4" = 1'-0" 1

**KEY NOTES**

401	BRICK VENEER.
405	BLACK STEEL C-CHANNEL.
406	BLACK STEEL PLANTERS. TO REMAIN 4" BELOW WINDOW SILLS AT RETAIL LEVEL.
407	METAL MESH SCREEN.
408	BLACK STEEL GUARD. MIN. 75% TRANSPARENT AT ROOFTOP.
411	PRE CAST CONCRETE LINTEL.



REGISTRATION:



INTAKE DATE: 10/12/22

REVISIONS: DATE:

REVISIONS:	DATE:

PROJECT / CLIENT:

**THE 208 BUILDING**

CARR, MICHAEL

JOB ADDRESS:

200 N LEADVILLE KETCHUM IDAHO, 83340 PARCEL #RPK00000230010

DRAWING NAME:

**EXTERIOR MATERIALS**

Drawn By: NR/AR

Checked By: EB

Owner Approval:

PHASE:

CONSTRUCTION DRAWINGS

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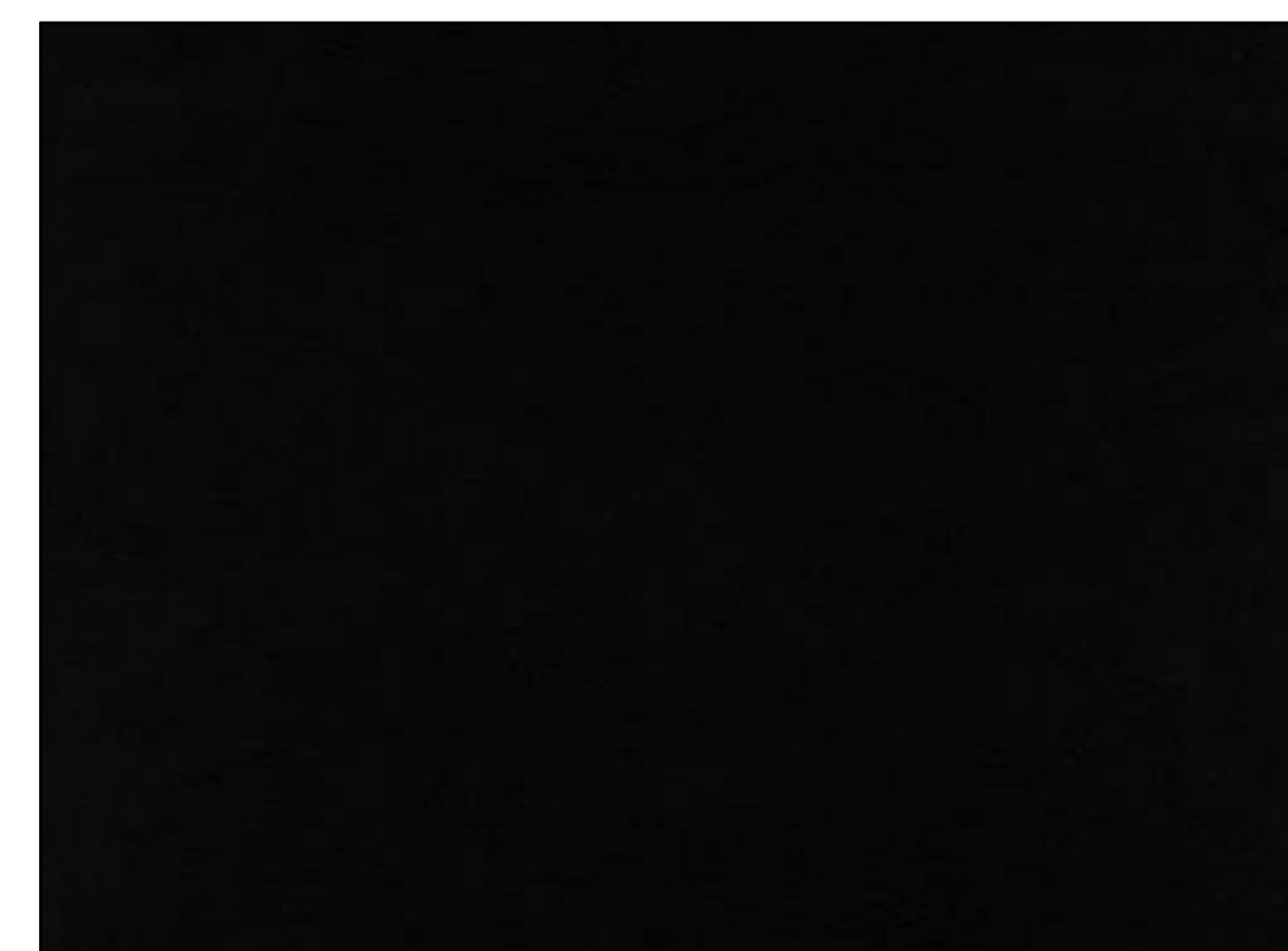
**BRICK VENEER**  
MOUNTAIN BLEND WITH RUG TEXTURE



**STONE VENEER**  
SILVERTIP STACK



**WOOD SOFFIT**  
ALASKAN YELLOW CEDAR VG



**STEEL**  
BLACK STEEL

PROJECT No.: A21-198

DATE: 11/18/2022 2:18:57 PM

PLOT SCALE: 1:1

**A5.1**



TEGEL 18 WALL SCENCE



Understated modern design characterizes Tegel outdoor LED wall sconces. Providing well-controlled up and down lighting, or down light only, these wall sconces provide accent and ambient illumination. The option of three finish choices and two sizes ensures this design profile successfully blends with all architectural aesthetics.

- Outstanding protection against the elements:**
- Powder coat finishes
  - Impact-resistant, UV stabilized frosted acrylic lensing
  - Up light and down light options, with 10° and 38° beam spread options

SPECIFICATIONS

DELIVERED LUMENS	2419 Up/Downlight	1212 Downlight
WATTS	218 Up/Downlight	109 Downlight
VOLTAGE	Universal (120-277V) with integral transformer 2.5KV surge protection (driver)	
DIMMING	0-10, 0-1V	
LIGHT DISTRIBUTION	Symmetric Up/Down Lighting or Down Only	
MOUNTING OPTIONS	Wall	
OPTICS	10° and 38°	
PERFORMANCE OPTIONS	Photocontrol / Surge Protector	
CCT	2700K, 3000K or 4000K	
CRI	80+	
COLOR BINNING	3 Step	
BIAS RATING	Up-Downlight 81-105-GD	
DARK SKY	Compliant (Downlight)	
WET LISTED	IP65	
GENERAL LISTING	ETL	
CALIFORNIA TITLE 24	Can be used to comply with CEC 2019 Title 24 Part 6 for outdoor use. Registration with EEC Appliance Database not required.	
START TEMP	38°C	
FIELD SERVICEABLE LED	Yes	
CONSTRUCTION	Aluminum	
HARDWARE	Stainless Steel	
FINISH	Powder Coat	
LED LIFETIME	L70: >60,000 Hours	
WARRANTY*	5 Years	
WEIGHT	8 lbs.	

\*Visit techlighting.com for specific warranty limitations and details.

ORDERING INFORMATION

PROJECT	PROJECT	LENGTH	BEAM SPREAD	LENS	FINISH	FUNCTION	VOLTAGE	OPTIONS	NOTE
DOWNLIGHT	81-105-GD	18" or 24"	10° or 38°	CL	BLACK	DOWNLIGHT ONLY	120V	None	REQUIRES PHOTOCONTROL
UP/DOWNLIGHT	81-105-GD	18" or 24"	10° or 38°	CL	BLACK	UP/DOWNLIGHT	120V	None	REQUIRES PHOTOCONTROL
UP/DOWNLIGHT	81-105-GD	18" or 24"	10° or 38°	CL	BLACK	UP/DOWNLIGHT	120V	None	REQUIRES PHOTOCONTROL

\*L70 = DOWNLIGHT ONLY; 0-10V, 0-1V, 0-10V AND 0-1V ONLY; 0-1V ONLY

techlighting.com



LITECONTROL making light work™

2L-R-D MOD™ 2 LED RECESSED DIRECT

MOD X

Product Details

General	Aperture	2 in
Color Rendering Index (CRI)	• 80 CRI	• 90 CRI
Color Temperature	• 2700 K	• 3000 K
	• 3500 K	• 4000 K
	• 5000 K	• SpectraSync

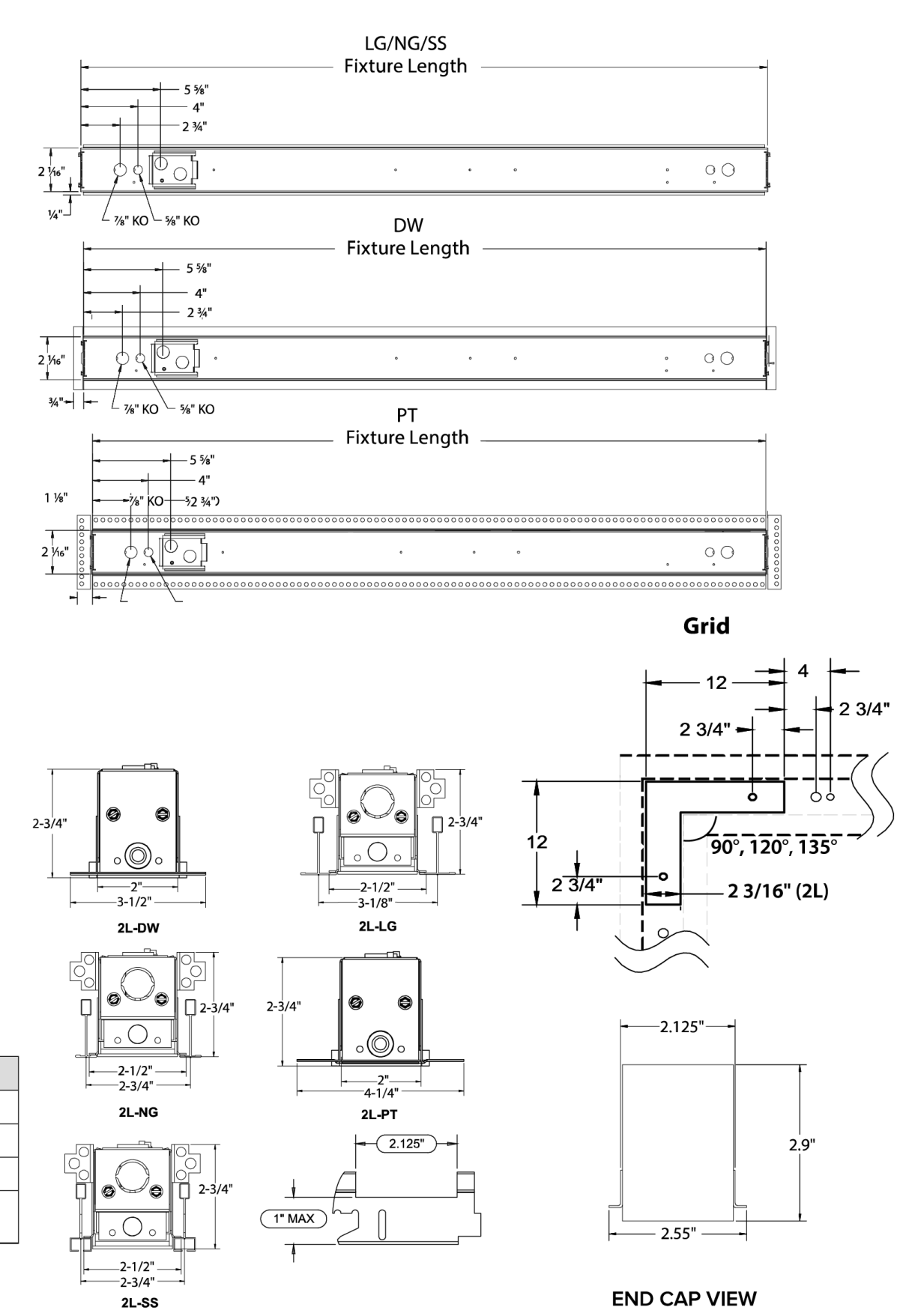
- FEATURES**
- Variable Intensity technology provides a range of specifiable outputs and resulting fixture wattages
  - 2 SDCM color consistency
  - End cap design eliminates visible diffuser seams/gaps

- INSTALLATION**
- PT Mounting: Continuous spacke trim with beaded edge welded to housing. Spacke trim allows plaster coat up to fixture edge for clean ceiling appearance
  - LG/NG/SS Mounting: Side rails provide continuous mounting, lateral spacing between T-bars and allows clearance for T-bar supporting wire. For Tegel grid mount, fixture will sit level with the T-bar
  - DW Mounting: Side rails allow installation into drywall slot. Visible flange is located on all 4 sides of fixture

- Illuminated corners available in 90°, 120°, 135°. One piece construction, ready to install with diffusers that match adjoining fixtures. Corner system connectors must be used to form patterns. The length of each outside or inside illuminated corner is 12"
- Fixture weight: 3lbs/ft
- **ELECTRICAL**
- Variable Intensity (VI) technology allows precise specification of fixture output/wattage. Fixture will be programmed and labeled to specification. Indirect and direct hemispheres can be independently specified
- LED boards and drivers can be accessed and removed from fixture, while installed
- Entire LED module can be removed and replaced
- IC (i Circuit) Fixture wired for a single circuit
- Emergency Battery: 10W battery powered driver; Provides a minimum of 90 minutes of emergency lighting. Inverter-Compatible. Provided by others. Available in: 6" EF L or R, D030 through D065, 8" EF Full, D030 through D055, 8" EF L or R, D030 through D075. Available with SCF, ASYM, BAT downlight diffusers. Test switch located in lens. For rows where the battery fixture is in the middle of a row, the test switch will be located in that section

KEY DATA	
Lumen Range Per Foot	D: 300-850
Wattage Range Per Foot	2.9-8.6
Efficacy Range (LPW)	99-102
Rated Life (Hours)	L70: >61,000 L90: >61,000

DIMENSIONS



KIMLIGHTING®

UR20 ARCHITECTURAL AREA/SITE

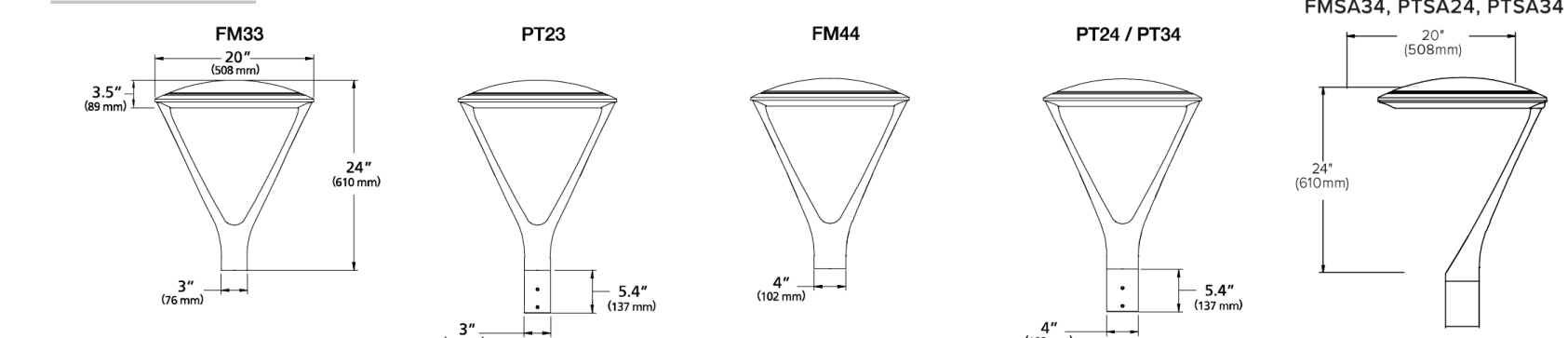
Ouro

- FEATURES**
- 20" size in single/dual arm post top, pole and wall mount
  - High performance optics up to 16,874 delivered lumens
  - Elegant form factor
  - Diffusion lens option
  - SiteSync™ wireless control options
  - UL/CUL listed for wet locations, IP66 and 4G/1.5G vibration rated

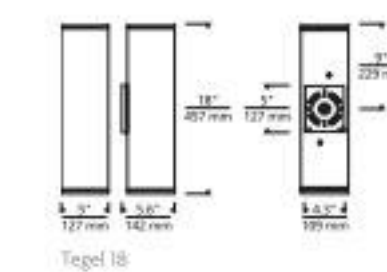
- INSTALLATION**
- Fixtures must be grounded in accordance with national, state and/or local electrical codes. Failure to do so may result in serious personal injury.
  - **ELECTRICAL**
  - Universal voltage, 120 through 277V with ±10% tolerance. Driver is Underwriters Laboratories listed.
  - High voltage configurations, 347/480. Driver has a 0-10V dimming interface for multi-level illumination options. Driver is Underwriters Laboratories listed.
  - "Thermal Shield", secondary side, thermistor provides protection for the sustainable life of LED module and electronic components
  - Drivers shall have greater than a 0.9 power factor, less than 20% harmonic distortion, and be suitable for operation in -40°C to 40°C ambient environments.
  - Luminaire shall be capable of operating at 100% brightness in a 40°C environment. Both driver and optical array have integral thermal protection that will dim the luminaire upon detection of temperatures in excess of 85°C.
  - Surge protection: 10,000k in parallel, 20,000k in series
  - Wiring: No. 18AWM rated 105°C, wet rating.

KEY DATA	
Lumen Range	2694 - 16874
Wattage Range	25 - 150
Efficacy Range (LPW)	95 - 133
Reported Life (Hours)	L70>60,000
Weight	35 lbs - 15.8 Kg
EPA	0.608

DIMENSIONS



TEGEL 18 WALL SCENCE



PHOTOMETRICS\*



PROJECT INFO

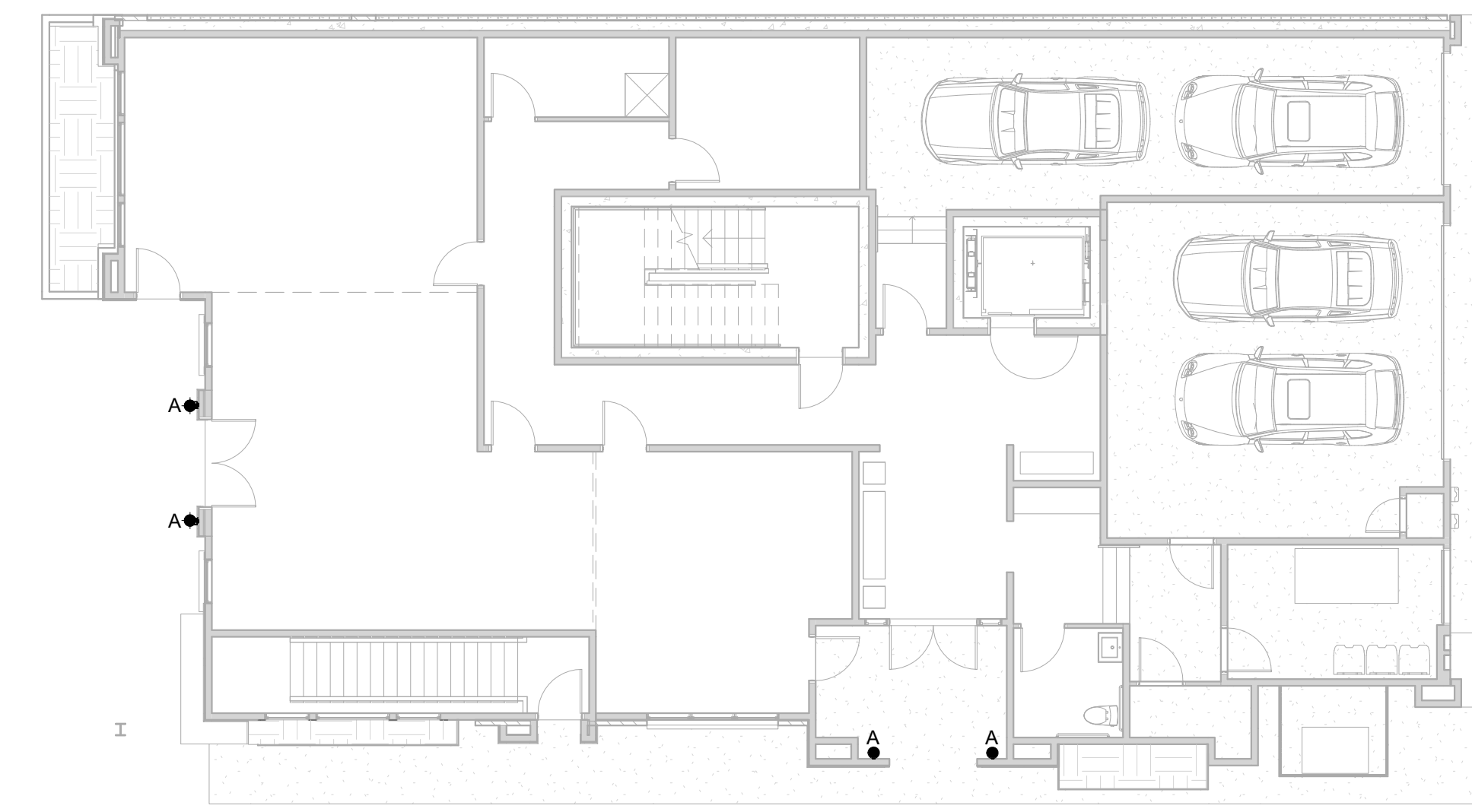
PREPARE TYPE & DENSITY	JOB NAME & NO.	NOTES

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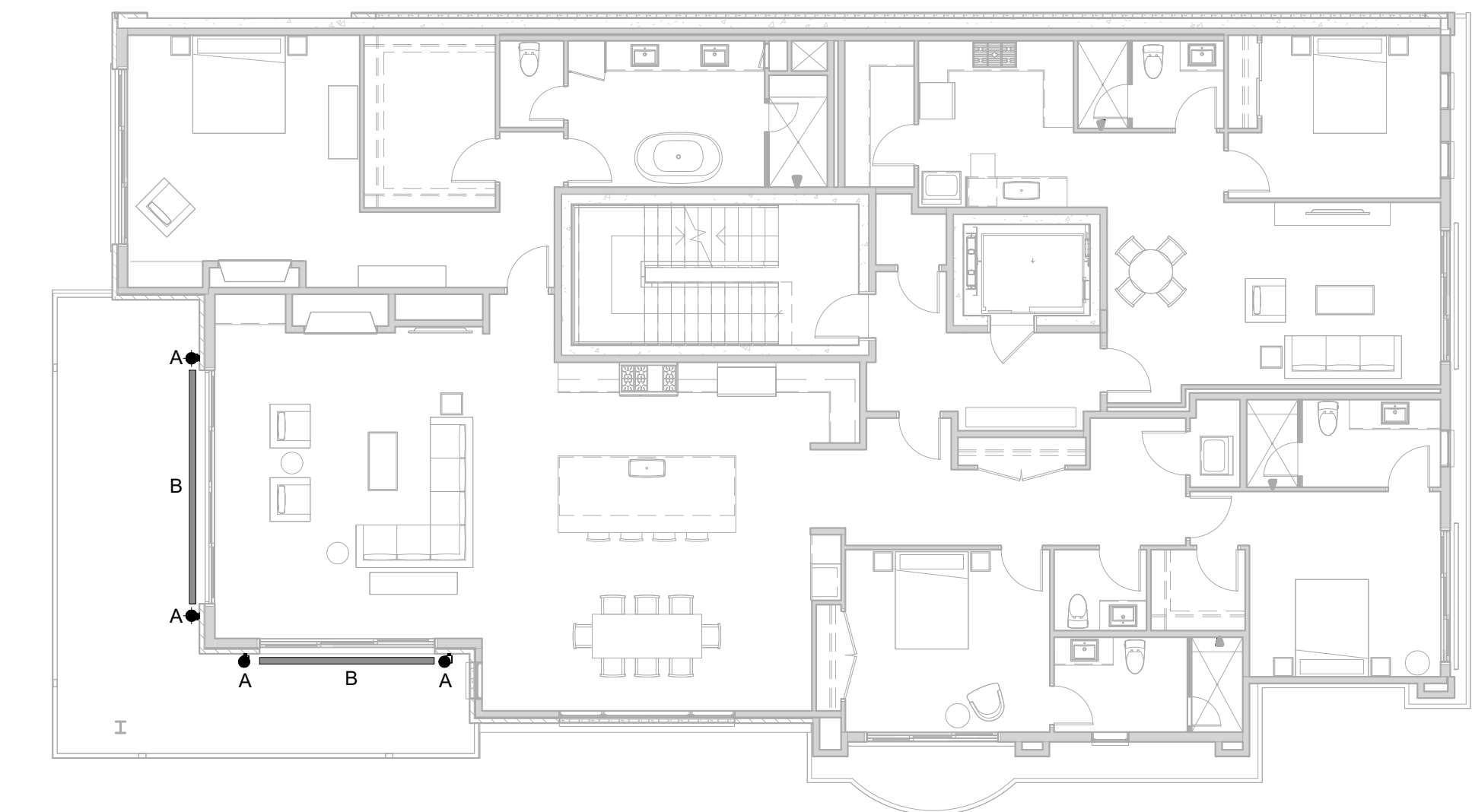
techlighting.com



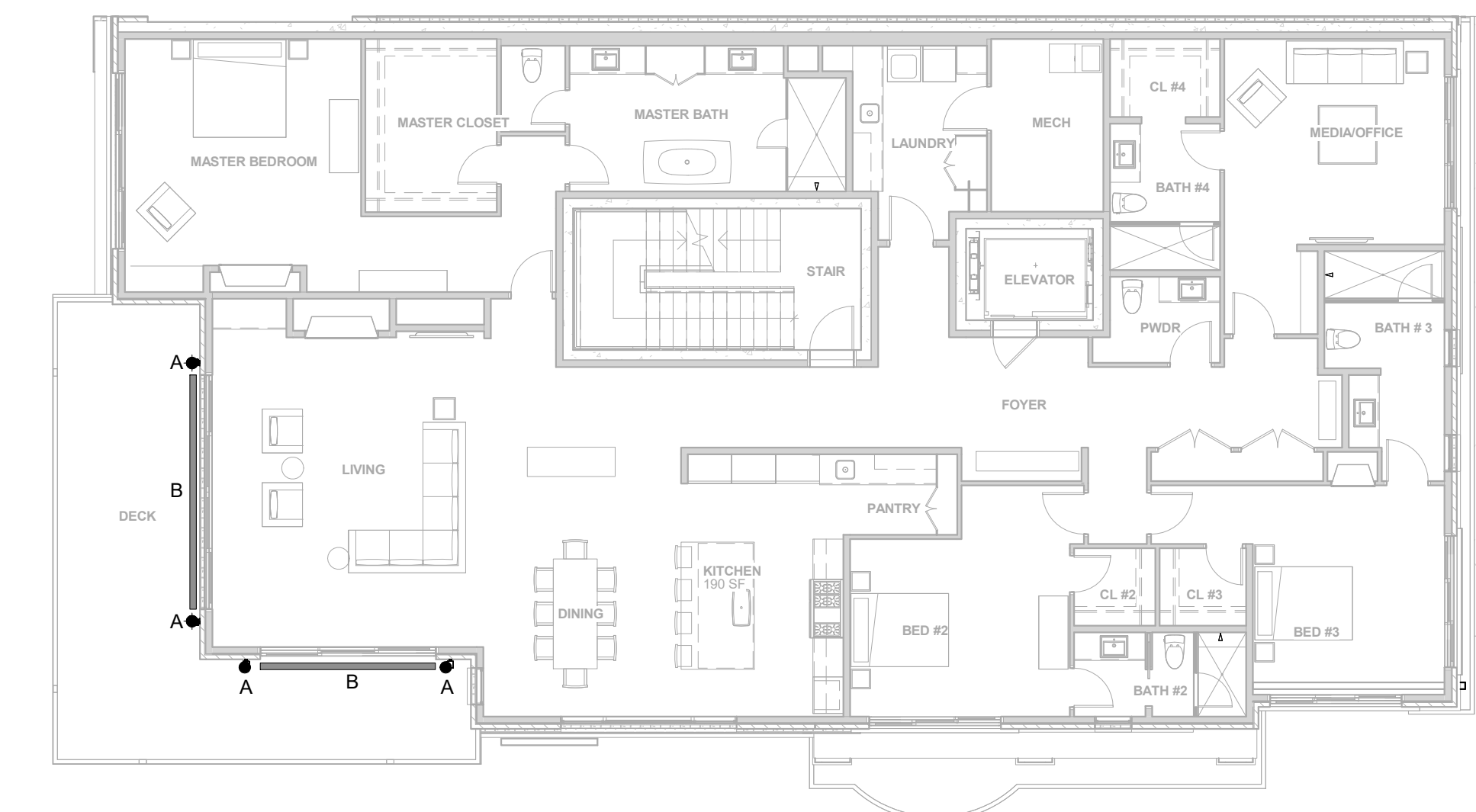
7885 Linder Avenue, Skokie, Illinois 60077  
781.412.4444



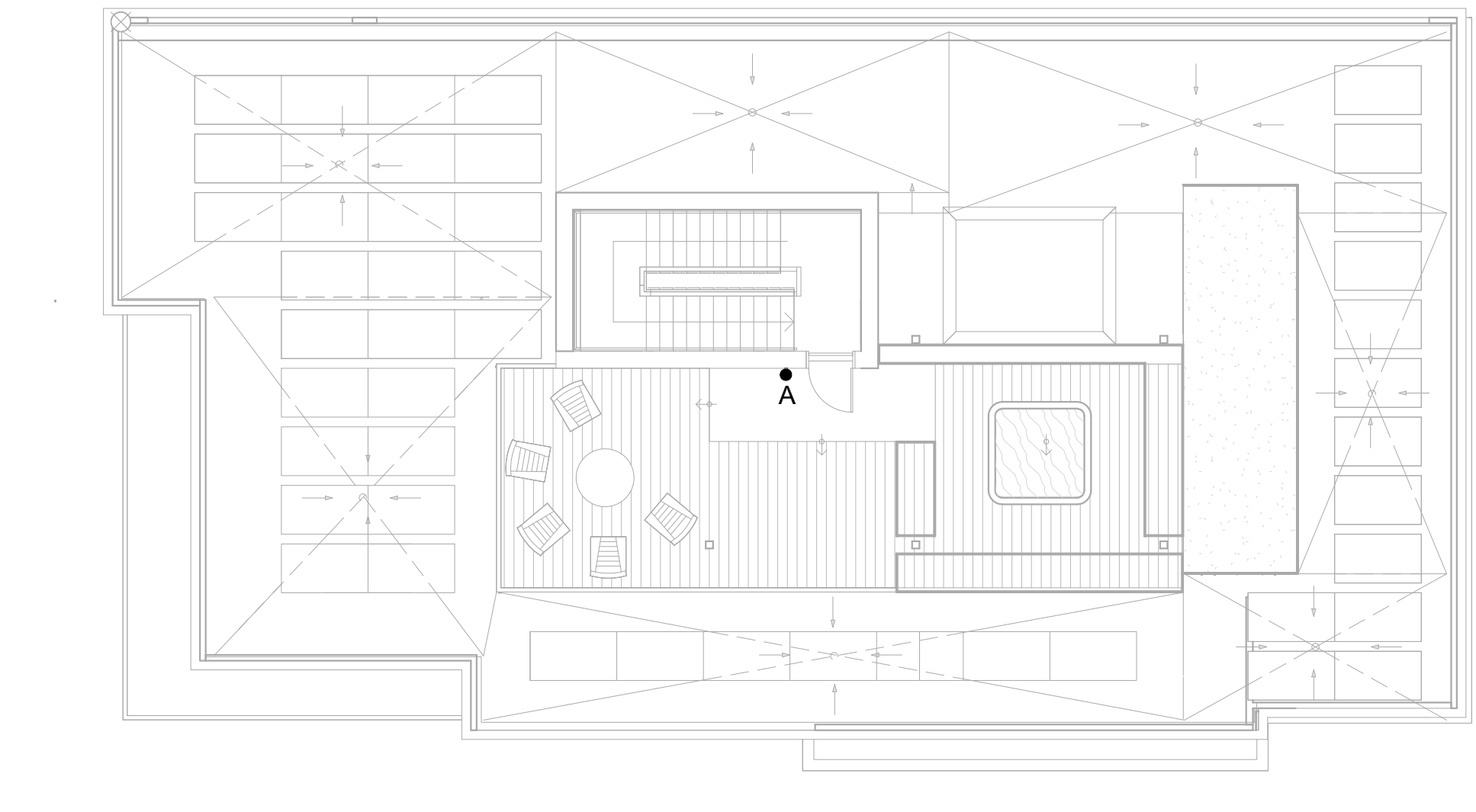
1ST FLOOR PLAN 1" = 10'-0" 1



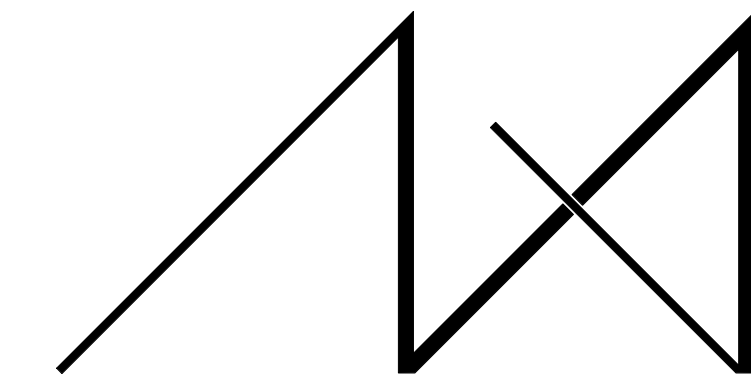
2ND FLOOR PLAN 1" = 10'-0" 2



3RD FLOOR PLAN 1" = 10'-0" 3



ROOF PLAN 1" = 10'-0" 4



MEDICI ARCHITECTS

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200 W. RIVER ST. SUITE 301 KETCHUM, ID 83340 TEL: (208) 726-0194

REGISTRATION:



INTAKE DATE: 10/12/22

REVISIONS: DATE:

NO.	DESCRIPTION	DATE

PROJECT / CLIENT:

THE 208 BUILDING

CARR, MICHAEL

JOB ADDRESS:

200 N LEADVILLE KETCHUM IDAHO, 83340 PARCEL #RPK0000230010

DRAWING NAME:

EXTERIOR LIGHTING PLANS AND FIXTURES

Drawn By: NR/AR

Checked By: EB

Owner Approval:

PHASE:

CONSTRUCTION DRAWINGS

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APPROVED FOR CONSTRUCTION:

PROJECT No.: A21-198

DATE: 11/18/2022

2:19:17 PM

PLOT SCALE: 1:1

A5.2



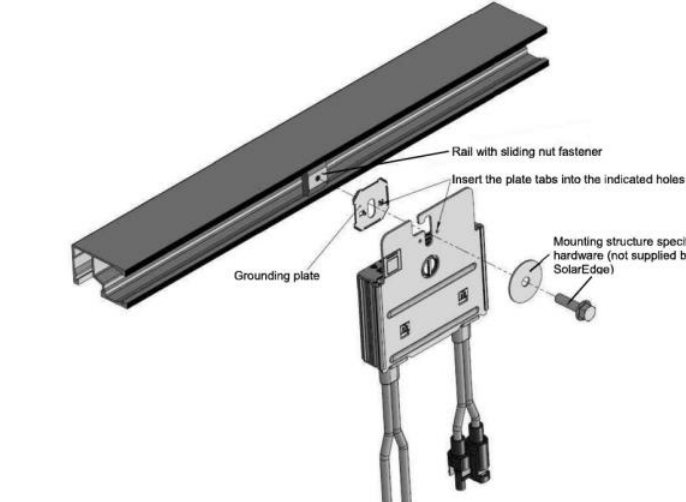
- CONSTRUCTION NOTES**
- ROOF PITCH 2" (AR-01) AND 30" (AR-02)
  - ROOF CLADDING: FLAT TPO MEMBRANE (AR-01) AND STANDING SEAM METAL ROOF (AR-02)
  - ROOF STRUCTURE: ENGINEERED RAFTER SYSTEM (AR-01) AND 2"x6" TRUSSES AT 24" O.C. (AR-02)
  - MOUNTS ARE ON GRID BRACING OCCURRING AT RAFTERS.
  - VERIFY RAFTER LOCATIONS IN FIELD.
  - MAX SPAN BETWEEN MOUNTS: 20' O.C.
  - APPROX (20) MOUNTS TOTAL
  - REFER TO MODULE AND TRACING MFRS INSTALL MANUALS.
  - PLUMBING AND MECHANICAL VENTS SHALL NOT BE COVERED BY SOLAR MODULES.
  - ALL FASTENERS STAINLESS STEEL U.O.N.

DIRECT CURRENT PHOTOVOLTAIC POWER SOURCE	
MAXIMUM VOLTAGE	480.0 V
MAXIMUM CIRCUIT CURRENT	20.0 A
MAXIMUM RATED OUTPUT CURRENT OF DC-TO-DC CONVERTER	15.0 A

SOLAR PV SYSTEM AC POINT OF CONNECTION	
AC OUTPUT CURRENT	64.0 A
NOMINAL AC VOLTAGE	240 V
THIS PANEL FED BY MULTIPLE SOURCES (UTILITY AND SOLAR)	

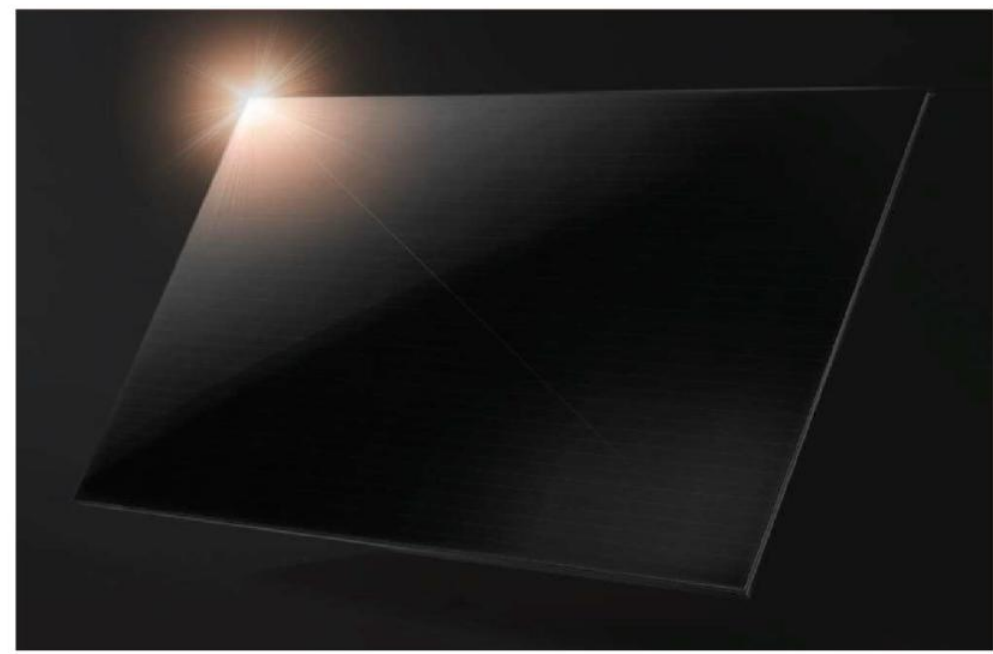
LABEL PLACEMENT: MAIN SERVICE PANEL

LABEL PLACEMENT: INVERTER 1

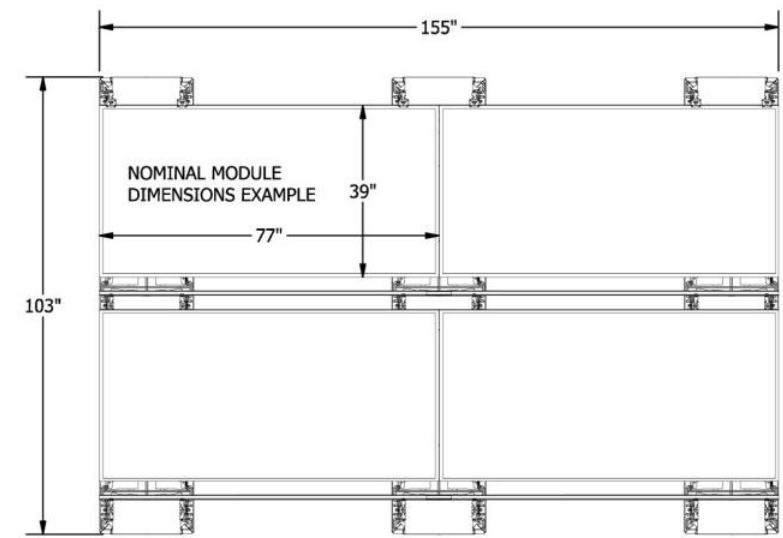
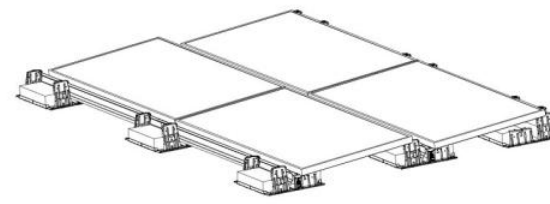


1 ROOF ELEVATION (AR-01)

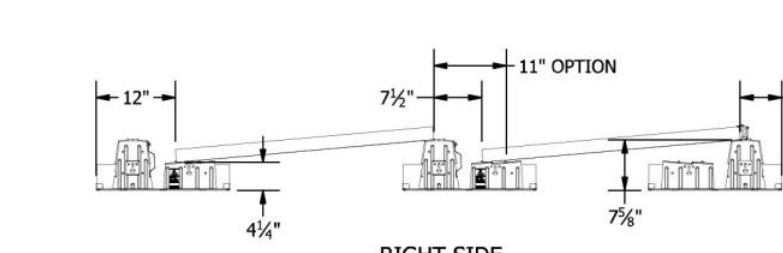
SCALE: 1/8" = 1'-0"



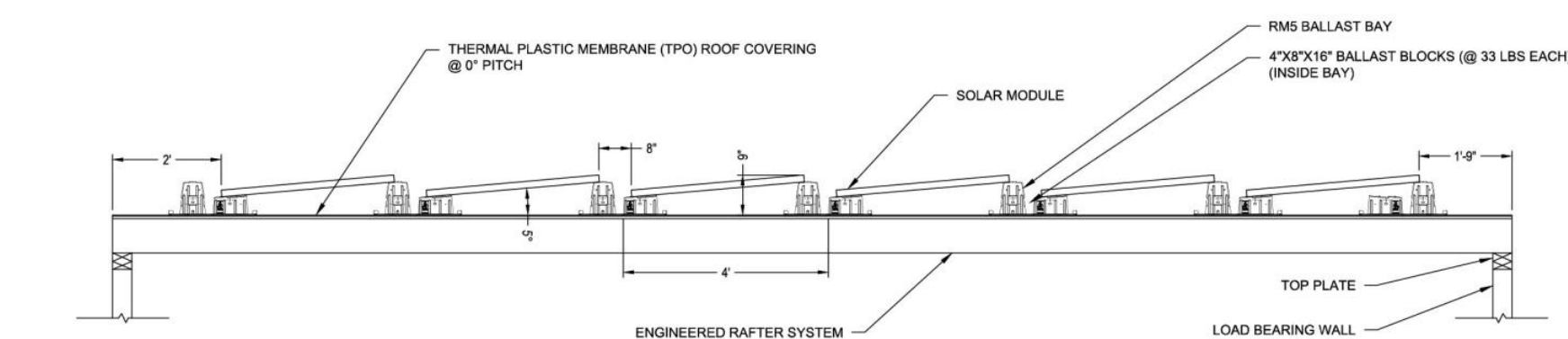
NOTES:  
1. ARRAY DIMENSIONS WILL VARY BASED ON MODULE WIDTH & LENGTH.



TOP



RIGHT SIDE



**EXTERIOR BUILDING SIGN**

**BUILDING SIGN**

TYPE FACE: SWIS721 BLK BT  
 SIZE OF NUMBERS: 4.25" x 6"  
 SIZE OF LETTERS: 3" x 3"

**DISCRPTION:**

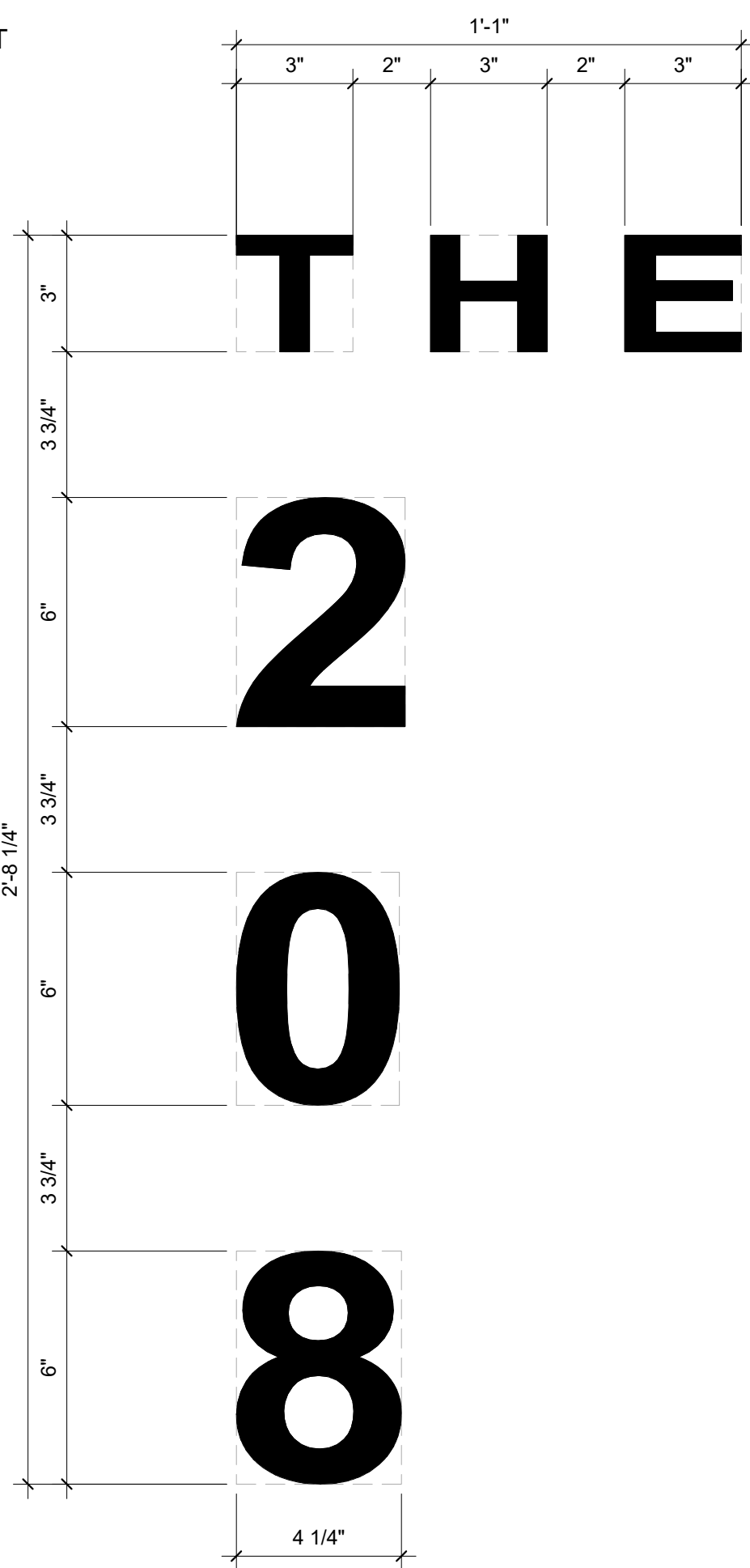
BLACK ANODIZED ALUMINUM HOLLOW CORE CAST LETTER PIN MOUNTED WITH HALF INCH OFFSET FROM BUILDING SURFACE

4 SQ FEET MAX TO COMPLY WITH KETCHUM SIGN ORDINANCE 17.127.00

**LEADVILLE AVE SIGNAGE CALC**  
 55/3 L.F. = 18.3 SQ. FT. OF SIGNAGE ALLOWED

-SIGN TO COMPLY WITH 17.127 KETCHUM SIGN ORDINANCE

**PROPOSED:**  
 BUILDING ADDRESS 8.625 SQ. FT



**INTERIOR RETAIL SIGN**  
 -4SQ FT MAX  
 TO COMPLY WITH KETCHUM SIGN ORDINANCE 17.127.020

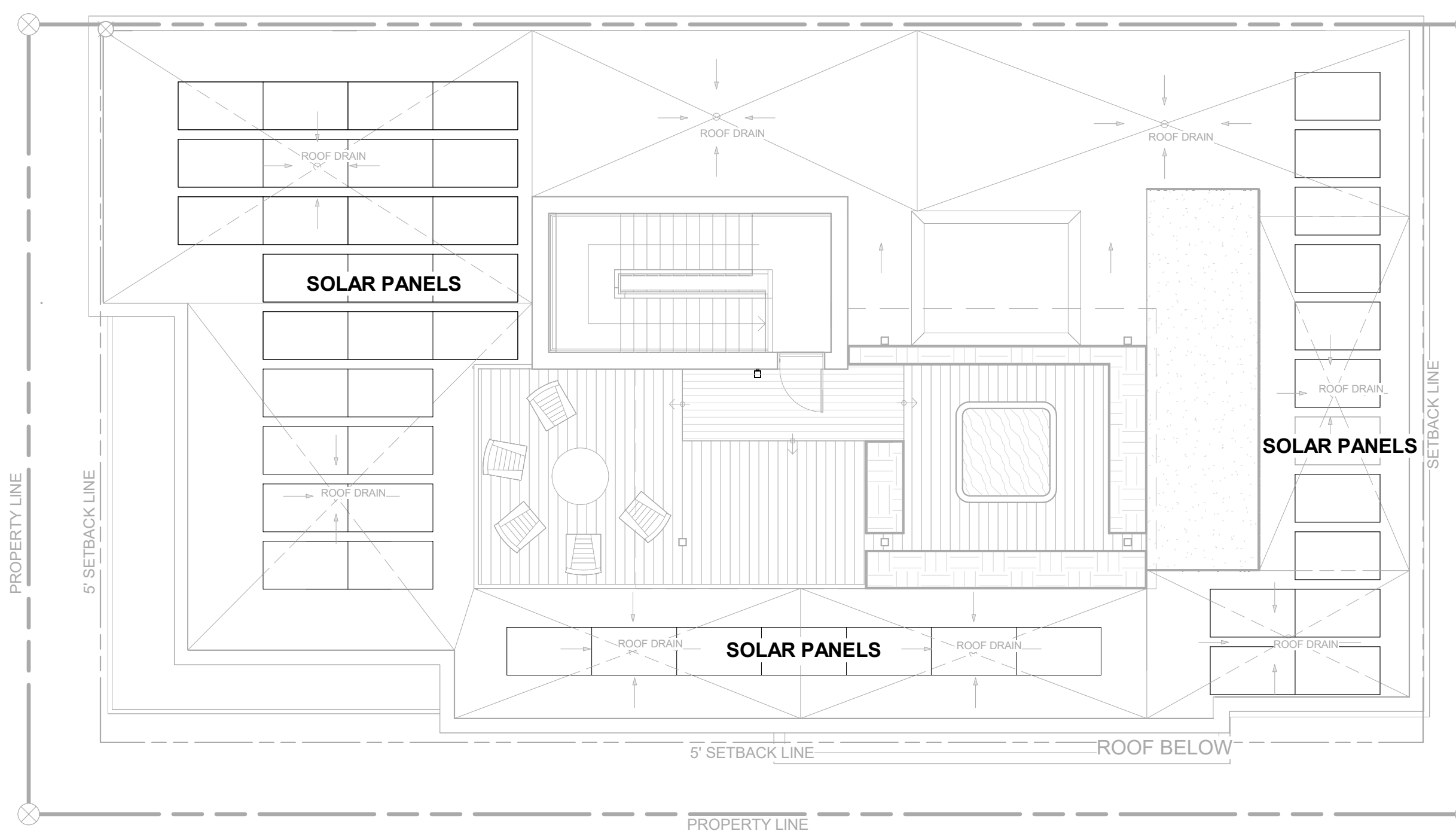
**INTERIOR RETAIL SIGN**  
 -4SQ FT MAX  
 TO COMPLY WITH KETCHUM SIGN ORDINANCE 17.127.020

**EXTERIOR SIGN**  
 -PROPOSED 8.625 SF  
 -TO COMPLY WITH KETCHUM SIGN ORDINANCE 17.127

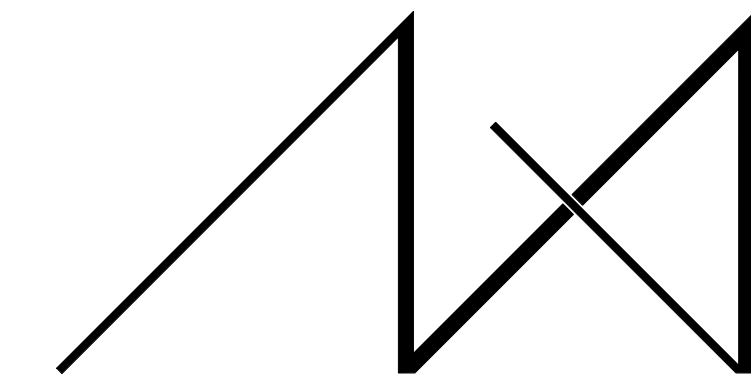
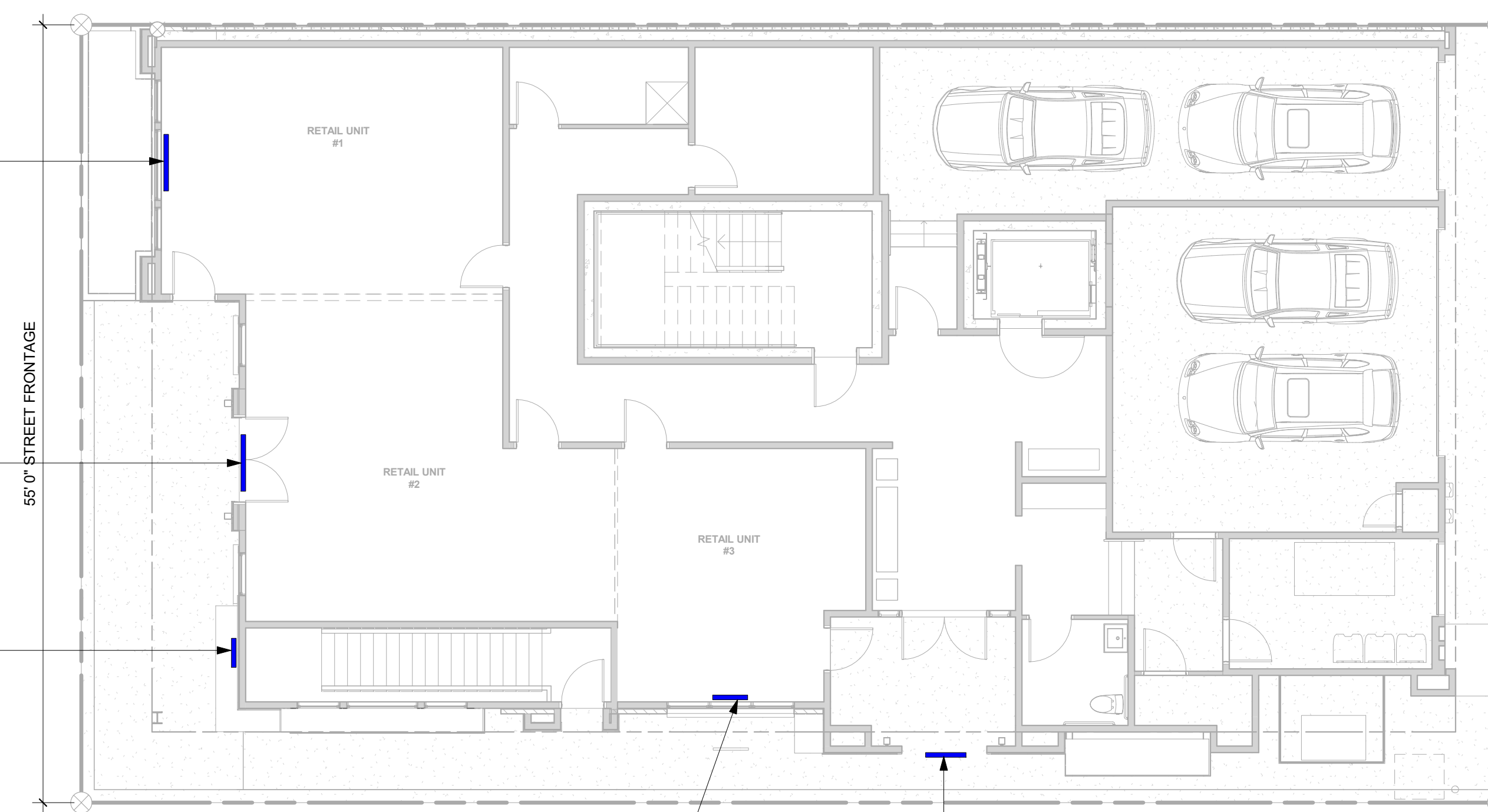
**INTERIOR RETAIL SIGN**  
 -4SQ FT MAX  
 TO COMPLY WITH KETCHUM SIGN ORDINANCE 17.127.020

**EXTERIOR SIGN**  
 -PROPOSED SIGN 3 SF  
 TO COMPLY WITH KETCHUM SIGN ORDINANCE 17.127.020

**SIGNAGE PLAN**  
 1/8" = 1'-0"



**ROOF SOLAR PANEL LAYOUT**  
 1/8" = 1'-0"



11711 SE 8TH STREET SUITE 100 BELLEVUE, WA 98005 TEL: (425) 453-9298  
 200 W. RIVER ST. SUITE 301 KETCHUM, ID 83340 TEL: (208) 726-0194

**REGISTRATION:**

LICENSED ARCHITECT AR 1937

*Emily D. Buchwalter*

Emily D. Buchwalter  
 STATE OF IDAHO

INTAKE DATE: 10/12/22

REVISIONS: DATE:

PROJECT / CLIENT:

**THE 208 BUILDING**

CARR, MICHAEL

JOB ADDRESS:

200 N LEADVILLE KETCHUM IDAHO, 83340  
 PARCEL #RPK00000230010

DRAWING NAME:

**SPEC SHEET**

Drawn By: NR/AR

Checked By: EB

Owner Approval:

PHASE:

CONSTRUCTION DRAWINGS

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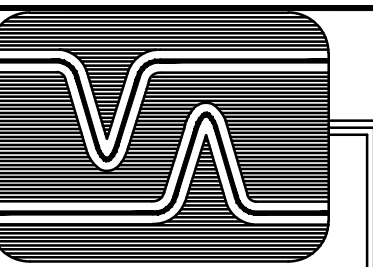
PROJECT No.: A21-198

DATE: 11/18/2022

2:19:46 PM

**A5.3**

PLOT SCALE: 1:1



**ABOSSEIN  
ENGINEERING  
L.L.C.**

MECHANICAL - ELECTRICAL  
CIVIL - LEED - STRUCTURAL  
FIRE PROTECTION

18465 NE 68TH ST.  
SUITE 200  
REDMOND, WA 98052

OFFICE: (425) 462-9441  
FAX: (425) 462-9451

EMAIL:  
CSservice@abossein.com

WEBSITE:  
www.abossein.com

KETCHUM IDAHO, 83340

THE 208

200 NORTH LEADVILLE

SITE PHOTOMETRICS

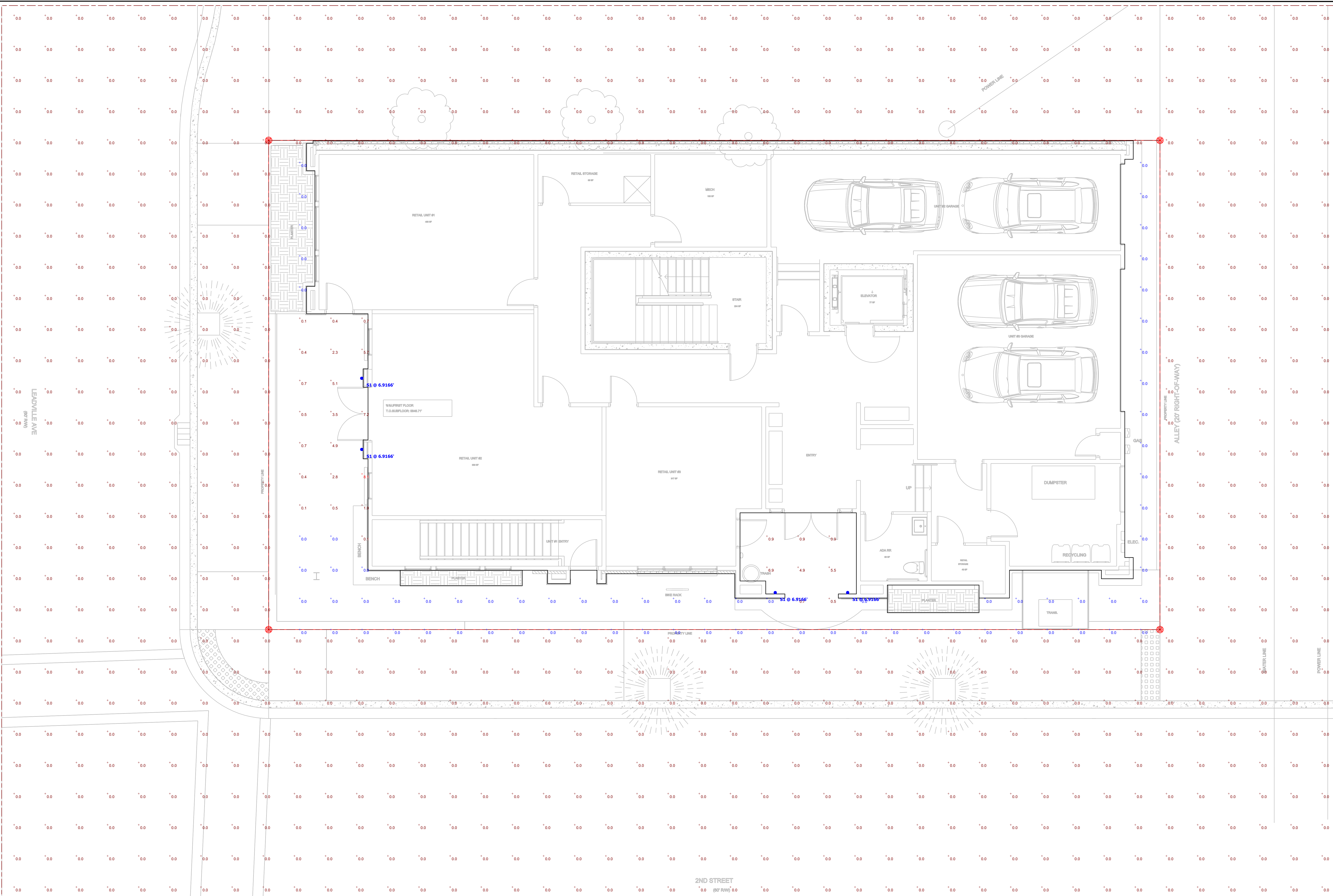
SHEET TITLE:

UTILITY COORD.

DATE: 11/09/2022

JOB NO. 222054

NO. DATE REVISION

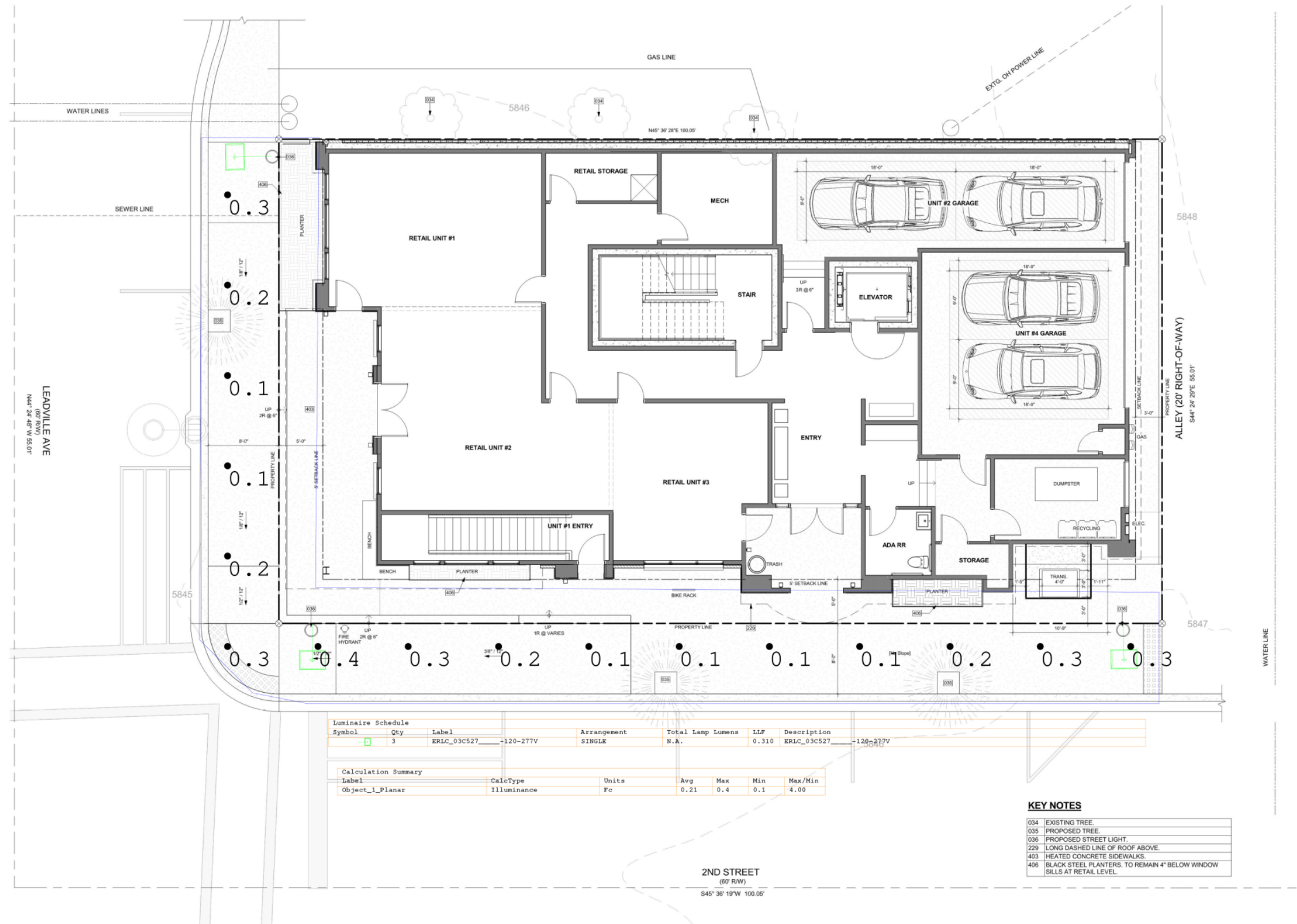


Symbol	Label	Image	Quantity	Manufacturer	Catalog Number	Description	Lamp	Number Lamps	Light Loss Factor	Wattage	Plot
○	S1		4	Generation Brands	700WTEG83012NCHDOU NV	LED WALL MOUNT	LED	1	1	15.1	

Statistics				
Description	Symbol	Avg	Max	Min
Outside Property Boundary	+	0.0 fc	0.0 fc	0.0 fc
Property Boundary	+	0.6 fc	8.1 fc	0.0 fc

**SITE PLAN - PHOTOMETRICS**  
SCALE 1/4" = 1'-0"

**E0.1**  
(1 OF 1)



Luminaire Schedule						
Symbol	Qty	Label	Arrangement	Total Lamp Lumens	LLF	Description
□	3	ERLC_03C527	SINGLE	N.A.	0.310	ERLC_03C527 -120-277V

Calculation Summary						
Label	CalcType	Units	Avg	Max	Min	Max/Min
Object_1_Planar	Illuminance	Fc	0.21	0.4	0.1	4.00

- KEY NOTES**
- 034 EXISTING TREE.
  - 035 PROPOSED TREE.
  - 036 PROPOSED STREET LIGHT.
  - 229 LONG DASHED LINE OF ROOF ABOVE.
  - 403 HEATED CONCRETE SIDEWALKS.
  - 406 BLACK STEEL PLANTERS. TO REMAIN 4" BELOW WINDOW SILLS AT RETAIL LEVEL.

MH COMPANIES PHOTOMETRIC 1



**City of Ketchum  
Planning & Building**

<b>OFFICIAL USE ONLY</b>
Application Number:
Date Received:
By:
Fee Paid:
Approved Date:
By:

**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: The 208 Condominiums			
Owner of Record: 755 S Broadway LLC			
Address of Owner: 2667 Tacoma Way, Tacoma, Washington 98409			
Representative of Owner: Galena Engineering			
Legal Description: Lot 1, Block 23, Ketchum Towsite			
Street Address: 200 N Leadville Ave			
SUBDIVISION INFORMATION			
Number of Lots/Parcels: 5 Condominium Units			
Total Land Area: 5,504 Sq. Ft. (0.13 Ac.)			
Current Zoning District: CC-2 Mixed Use			
Proposed Zoning District: CC-2 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: N/A			
Easements to be dedicated on the final plat: None			
Briefly describe the improvements to be installed prior to final plat approval: Construction of Condominium Units			
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.

*Sean Fly*

6/14/2022

Applicant Signature — Representative's 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.

**Instrument # 673273**

HAILEY, BLAINE, IDAHO  
09-21-2020 8:32:25 AM No. of Pages: 2  
Recorded for: TITLEONE - TWIN FALLS  
JOLYNN DRAGE Fee: \$15.00  
Ex-Officio Recorder Deputy: JB  
Electronically Recorded by Simplifile

**Sun Valley Title**

 A TitleOne Company

Order Number: 20378964

**Warranty Deed**

For value received,

**M. Brent Stevens and M. Annette Stevens, as Co-Trustees of the Stevens Living Trust, dated December 14, 2005**

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

**755 S Broadway, a Colorado limited liability company**

whose current address is 2667 South Tacoma Way Tacoma, WA 98409

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

Lot 1, Block 23 of the VILLAGE OF KETCHUM, BLAINE COUNTY, IDAHO, according to the official plat 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 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.

Dated: ~~September~~ 16, 2020

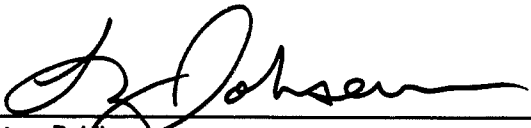
~~Stevens Living Trust, dated December 14, 2005~~

By: Mr. Brent Stevens, Trustee

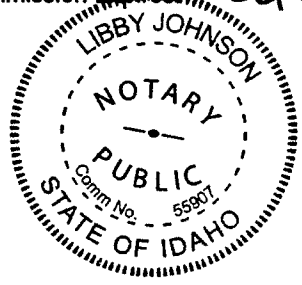
By: M. Annette Stevens, Trustee

State of Idaho, County of Blaine, ss.

On this 18 day of September in the year of 2020, before me, the undersigned, a notary public in and for said state personally appeared **M. Brent Stevens and M. Annette Stevens**, known or identified to me to be the person whose name is subscribed to the within instrument, as trustee of **the Stevens Living Trust, dated December 14, 2005** and acknowledged to me that he/she executed the same as trustee.

  
\_\_\_\_\_  
Notary Public

Residing In: Hailey, Idaho  
My Commission Expires: September 22, 2022  
(seal)



## ALTA Commitment Form

COMMITMENT FOR TITLE INSURANCE  
Issued By

Commitment No. 20378964

**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 EXTRACONTRACTUAL 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 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**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.

(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>>.

### ***Transaction Identification Data for reference only:***

Issuing Agent:	Nick Busdon
Issuing Office:	TitleOne Corporation dba Sun Valley Title
ALTA® Universal ID:	1065022
Commitment Number:	20378964
Property Address:	200 N Leadville Ave, Ketchum, ID 83340
[Revision Number:]	



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

## 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, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

**STG Privacy Notice 2 (Rev 01/26/09) Independent Agencies and Unaffiliated Escrow Agents**

**WHAT DO/DOES SUN VALLEY TITLE 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 Sun Valley Title and its affiliates ("Sun Valley Title"), 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 Sun Valley Title, 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.

<b>Reasons we can share your personal information</b>	<b>Do we share?</b>	<b>Can you limit this sharing?</b>
<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 nonfinancial companies.	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>	Yes	No
<b>For nonaffiliates to market to you.</b> Nonaffiliates are companies not related by common ownership or control. They can be financial and nonfinancial companies.	No	We don't share

We may disclose your personal information to our affiliates or to nonaffiliates as permitted by law. If you request a transaction with a nonaffiliate, such as a third party insurance company, we will disclose your personal information to that nonaffiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

**Sharing practices**

<b>How often do/does Sun Valley Title notify me about their practices?</b>	We must notify you about our sharing practices when you request a transaction.
<b>How do/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 and state law. These measures include computer, file, and building safeguards.
<b>How do/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>• request insurance-related services</li> <li>• provide such information to us</li> </ul> <p>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.</p>
<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: Sun Valley Title, 1101 W River Street, Suite 201, Boise, Idaho 83702.

American Land Title Association

Homeowner's Policy  
Revised 02/03/10

**HOMEOWNER'S POLICY OF TITLE INSURANCE  
FOR A ONE-TO-FOUR FAMILY RESIDENCE  
ISSUED BY**



**As soon as You Know of anything that might be covered by this Policy, You must notify Us promptly in writing at the address shown in Section 3 of the Conditions.**

**OWNER'S COVERAGE STATEMENT**

This Policy insures You against actual loss, including any costs, attorneys' fees and expenses provided under this Policy. The loss must result from one or more of the Covered Risks set forth below. This Policy covers only Land that is an improved residential lot on which there is located a one-to-four family residence and only when each insured named in Schedule A is a Natural Person.

Your insurance is effective on the Policy Date. This Policy covers Your actual loss from any risk described under Covered Risks if the event creating the risk exists on the Policy Date or, to the extent expressly stated in Covered Risks, after the Policy Date.

Your insurance is limited by all of the following:

- The Policy Amount
- For Covered Risk 16, 18, 19 and 21, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A
- The Exceptions in Schedule B
- Our Duty To Defend Against Legal Actions
- The Exclusions on page 3
- The Conditions on pages 3, 4 and 5.

**COVERED RISKS**

The Covered Risks are:

1. Someone else owns an interest in Your Title.
2. Someone else has rights affecting Your Title because of leases, contracts, or options.
3. Someone else claims to have rights affecting Your Title because of forgery or impersonation.
4. Someone else has an easement on the Land.
5. Someone else has a right to limit Your use of the Land.

Countersigned by:

Authorized Countersignature

Sun Valley Title  
Company

Ketchum, ID



**Matt Morris**  
President and CEO

**Denise Carraux**  
Secretary

Page 6 of  
Policy  
Serial No. **O-9240-**\_\_\_\_\_

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AMERICAN  
LAND TITLE  
ASSOCIATION

City, State

Agent ID #

**COVERED RISKS (Continued)**

6. Your Title is defective. Some of these defects are:
- a. Someone else's failure to have authorized a transfer or conveyance of your Title.
  - b. Someone else's failure to create a valid document by electronic means.
  - c. A document upon which Your Title is based is invalid because it was not properly signed, sealed, acknowledged, delivered or recorded.
  - d. A document upon which Your Title is based was signed using a falsified, expired, or otherwise invalid power of attorney.
  - e. A document upon which Your Title is based was not properly filed, recorded, or indexed in the Public Records.
  - f. A defective judicial or administrative proceeding.
7. Any of Covered Risks 1 through 6 occurring after the Policy Date.
8. Someone else has a lien on Your Title, including a:
- a. lien of real estate taxes or assessments imposed on Your Title by a governmental authority that are due or payable, but unpaid;
  - b. Mortgage;
  - c. judgment, state or federal tax lien;
  - d. charge by a homeowner's or condominium association; or
  - e. lien, occurring before or after the Policy Date, for labor and material furnished before the Policy Date.
9. Someone else has an encumbrance on Your Title.
10. Someone else claims to have rights affecting Your Title because of fraud, duress, incompetency or incapacity.
11. You do not have actual vehicular and pedestrian access to and from the Land, based upon a legal right.
12. You are forced to correct or remove an existing violation of any covenant, condition or restriction affecting the Land, even if the covenant, condition or restriction is excepted in Schedule B. However, You are not covered for any violation that relates to:
- a. any obligation to perform maintenance or repair on the Land; or
  - b. environmental protection of any kind, including hazardous or toxic conditions or substances
- unless there is a notice recorded in the Public Records, describing any part of the Land, claiming a violation exists. Our liability for this Covered Risk is limited to the extent of the violation stated in that notice.
13. Your Title is lost or taken because of a violation of any covenant, condition or restriction, which occurred before You acquired Your Title, even if the covenant, condition or restriction is excepted in Schedule B.
14. The violation or enforcement of those portions of any law or government regulation concerning:
- a. building;
  - b. zoning;
  - c. land use;
  - d. improvements on the Land;
  - e. land division; or
  - f. environmental protection,
- if there is a notice recorded in the Public Records, describing any part of the Land, claiming a violation exists or declaring the intention to enforce the law or regulation. Our liability for this Covered Risk is limited to the extent of the violation or enforcement stated in that notice.
15. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 14 if there is a notice recorded in the Public Records, describing any part of the Land, of the enforcement action or intention to bring an enforcement action. Our liability for this Covered Risk is limited to the extent of the enforcement action stated in that notice.
16. Because of an existing violation of a subdivision law or regulation affecting the Land:
- a. You are unable to obtain a building permit.
  - b. You are required to correct or remove the violation; or
  - c. someone else has a legal right to, and does, refuse to perform a contract to purchase the Land, lease it or make a Mortgage loan on it.
- The amount of Your insurance for this Covered Risk is subject to Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
17. You lose Your Title to any part of the Land because of the right to take the Land by condemning it, if:
- a. there is a notice of the exercise of the right recorded in the Public Records and the notice describes any part of the Land; or
  - b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.

Page 7 of  
Policy  
Serial No.

**O-9240-** \_\_\_\_\_

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18. You are forced to remove or remedy Your existing structures, or any part of them – other than boundary walls or fences – because any portion was built without obtaining a building permit from the proper government office. The amount of Your insurance for this Covered Risk is subject to Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
19. You are forced to remove or remedy Your existing structures, or any part of them, because they violate an existing zoning law or zoning regulation. If You are required to remedy any portion of Your existing structures, the amount of Your insurance for this Covered Risk is subject to Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
20. You cannot use the Land because use as a single-family residence violates an existing zoning law or zoning regulation.
21. You are forced to remove Your existing structures because they encroach onto Your neighbor's land. If the encroaching structures are boundary walls or fences, the amount of Your insurance for this Covered Risk is subject to Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
22. Someone else has a legal right to, and does, refuse to perform a contract to purchase the Land, lease it or make a Mortgage loan on it because Your neighbor's existing structures encroach onto the Land.
23. You are forced to remove Your existing structures which encroach onto an easement or over a building set-back line, even if the easement or building set-back line is excepted in Schedule B.
24. Your existing structures are damaged because of the exercise of a right to maintain or use any easement affecting the Land, even if the easement is excepted in Schedule B.
25. Your existing improvements (or a replacement or modification made to them after the Policy Date), including lawns, shrubbery or trees, are damaged because of the future exercise of a right to use the surface of the Land for the extraction or development of minerals, water or any other substance, even if those rights are excepted or reserved from the description of the Land or excepted in Schedule B.
26. Someone else tries to enforce a discriminatory covenant, condition or restriction that they claim affects Your Title which is based upon race, color, religion, sex, handicap, familial status, or national origin.
27. A taxing authority assesses supplemental real estate taxes not previously assessed against the Land for any period before the Policy Date because of construction or a change of ownership or use that occurred before the Policy Date.
28. Your neighbor builds any structures after the Policy Date – other than boundary walls or fences – which encroach onto the Land.
29. Your Title is unmarketable, which allows someone else to refuse to perform a contract to purchase the Land, lease it or make a Mortgage loan on it.
30. Someone else owns an interest in Your Title because a court order invalidates a prior transfer of the title under federal bankruptcy, state insolvency, or similar creditors' rights laws.
31. The residence with the address shown in Schedule A is not located on the Land at the Policy Date.
32. The map, if any, attached to this Policy does not show the correct location of the Land according to the Public Records.

#### OUR DUTY TO DEFEND AGAINST LEGAL ACTIONS

We will defend Your Title in any legal action only as to that part of the action which is based on a Covered Risk and which is not excepted or excluded from coverage in this Policy. We will pay the costs, attorneys' fees, and expenses We incur in that defense.

We can end Our duty to defend Your Title under Section 4 of the Conditions.

#### THIS POLICY IS NOT COMPLETE WITHOUT SCHEDULES A AND B

We will not pay for any part of the legal action which is not based on a Covered Risk or which is excepted or excluded from coverage in this Policy.

#### EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
  - a. building;
  - b. zoning;
  - c. land use;
  - d. improvements on the Land;
  - e. land division; and
  - f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.

4. Risks:
  - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
  - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
  - c. that result in no loss to You; or
  - d. that first occur after the Policy Date – this does not limit the coverage described in Covered Risk 7, 8.e, 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
  - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
  - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

#### CONDITIONS

##### 1. DEFINITIONS

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- a. Easement – the right of someone else to use the Land for a special purpose.
- b. Estate Planning Entity – A legal entity or Trust established by a Natural Person for estate planning.
- c. Known – things about which You have actual knowledge. The words “Know” and “Knowing” have the same meaning as Known.
- d. Land – the land or condominium unit described in paragraph 3 of Schedule A and any improvements on the Land which are real property.
- e. Mortgage – a mortgage, deed of trust, trust deed or other security instrument.
- f. Natural Person – a human being, not a commercial or legal organization or entity. Natural Person includes a trustee of a Trust even if the trustee is not a human being.
- g. Policy Date – the date and time shown in Schedule A. If the insured named in Schedule A first acquires the interest shown in Schedule A by an instrument recorded in the Public Records later than the date and time shown in Schedule A, the Policy Date is the date and time the instrument is recorded.
- h. Public Records – records that give constructive notice of matters affecting Your Title, according to the state statutes where the Land is located.
- i. Title – the ownership of Your interest in the Land, as shown in Schedule A.
- j. Trust – a living trust established by a Natural Person for estate planning.
- k. We/Our/Us – Stewart Title Guaranty Company.
- l. You/Your – the insured named in Schedule A and also those identified in Section 2.b. of these Conditions.

**2. CONTINUATION OF COVERAGE**

- a. This Policy insures You forever, even after You no longer have Your Title. You cannot assign this Policy to anyone else.
- b. This Policy also insures:
  - (1) anyone who inherits Your Title because of Your death;
  - (2) Your spouse who receives Your Title because of dissolution of Your marriage;
  - (3) the trustee or successor trustee of a Trust or any Estate Planning Entity to whom You transfer Your Title after the Policy Date;
  - (4) the beneficiaries of Your Trust upon Your death; or
  - (5) anyone who receives your Title by a transfer effective on Your death as authorized by law.
- c. We may assert against the insureds identified in Section 2.b. any rights and defenses that We have against any previous insured under this Policy.

**3. HOW TO MAKE A CLAIM**

- a. Prompt Notice Of Your Claim
  - (1) As soon as You Know of anything that might be covered by this Policy, You must notify Us promptly in writing.
  - (2) Send Your notice to **Stewart Title Guaranty Company**, P.O. Box 2029, Houston, Texas 77252-2029, Attention: Claims Department. Please include the Policy number shown in Schedule A, and the county and state where the Land is located. Please enclose a copy of Your policy, if available.
  - (3) If You do not give Us prompt notice, Your coverage will be reduced or ended, but only to the extent Your failure affects Our ability to resolve the claim or defend You.
- b. Proof Of Your Loss
  - (1) We may require You to give Us a written statement signed by You describing Your loss which includes:

- (a) the basis of Your claim;
  - (b) the Covered Risks which resulted in Your loss;
  - (c) the dollar amount of Your loss; and
  - (d) the method You used to compute the amount of Your loss.
- (2) We may require You to make available to Us records, checks, letters, contracts, insurance policies and other papers which relate to Your claim. We may make copies of these papers.
  - (3) We may require You to answer questions about Your claim under oath.
  - (4) If you fail or refuse to give Us a statement of loss, answer Our questions under oath, or make available to Us the papers We request, Your coverage will be reduced or ended, but only to the extent Your failure or refusal affects Our ability to resolve the claim or defend You.

**4. OUR CHOICES WHEN WE LEARN OF A CLAIM**

- a. After We receive Your notice, or otherwise learn, of a claim that is covered by this Policy, Our choices include one or more of the following:
  - (1) Pay the claim;
  - (2) Negotiate a settlement;
  - (3) Bring or defend a legal action related to the claim;
  - (4) Pay You the amount required by this Policy;
  - (5) End the coverage of this Policy for the claim by paying You Your actual loss resulting from the Covered Risk, and those costs, attorneys’ fees and expenses incurred up to that time which We are obligated to pay;
  - (6) End the coverage described in Covered Risk 16, 18, 19 or 21 by paying You the amount of Your insurance then in force for the particular Covered Risk, and those costs, attorneys’ fees and expenses incurred up to that time which We are obligated to pay;
  - (7) End all coverage of this Policy by paying You the Policy Amount then in force, and those costs, attorneys’ fees and expenses incurred up to that time which We are obligated to pay;
  - (8) Take other appropriate action.
- b. When We choose the options in Sections 4.a. (5), (6) or (7), all Our obligations for the claim end, including Our obligation to defend, or continue to defend, any legal action.
- c. Even if We do not think that the Policy covers the claim, We may choose one or more of the options above. By doing so, We do not give up any rights.

**5. HANDLING A CLAIM OR LEGAL ACTION**

- a. You must cooperate with Us in handling any claim or legal action and give Us all relevant information.
- b. If You fail or refuse to cooperate with Us, Your coverage will be reduced or ended, but only to the extent Your failure or refusal affects Our ability to resolve the claim or defend You.
- c. We are required to repay You only for those settlement costs, attorneys’ fees and expenses that We approve in advance.
- d. We have the right to choose the attorney when We bring or defend a legal action on Your behalf. We can appeal any decision to the highest level.

**CONDITIONS (Continued)**

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We do not have to pay Your claim until the legal action is finally decided.

- e. Whether or not We agree there is coverage, We can bring or defend a legal action, or take other appropriate action under this Policy. By doing so, We do not give up any rights.

## 6. LIMITATION OF OUR LIABILITY

- a. After subtracting Your Deductible Amount if it applies, We will pay no more than the least of:

- (1) Your actual loss;
- (2) Our Maximum Dollar Limit of Liability then in force for the particular Covered Risk, for claims covered only under Covered Risk 16, 18, 19 or 21; or
- (3) the Policy Amount then in force.

and any costs, attorneys' fees and expenses that We are obligated to pay under this Policy.

- b. If We pursue Our rights under Sections 4.a.(3) and 5.e. of these Conditions and are unsuccessful in establishing the Title, as insured:

- (1) the Policy Amount then in force will be increased by 10% of the Policy Amount shown in Schedule A, and
- (2) You shall have the right to have the actual loss determined on either the date the claim was made by You or the date it is settled and paid.

- c. (1) If We remove the cause of the claim with reasonable diligence after receiving notice of it, all Our obligations for the claim end, including any obligation for loss You had while We were removing the cause of the claim.

- (2) Regardless of 6.c.(1) above, if You cannot use the Land because of a claim covered by this Policy:

- (a) You may rent a reasonably equivalent substitute residence and We will repay You for the actual rent You pay, until the earlier of:
  - (i) the cause of the claim is removed; or
  - (ii) We pay You the amount required by this Policy. If Your claim is covered only under Covered Risk 16, 18, 19 or 21, that payment is the amount of Your insurance then in force for the particular Covered Risk.

- (b) We will pay reasonable costs You pay to relocate any personal property You have the right to remove from the Land, including transportation of that personal property for up to twenty-five (25) miles from the Land, and repair of any damage to that personal property because of the relocation. The amount We will pay You under this paragraph is limited to the value of the personal property before You relocate it.

- d. All payments We make under this Policy reduce the Policy Amount, then in force, except for costs, attorneys' fees and expenses. All payments We make for claims which are covered only under Covered Risk 16, 18, 19 or 21 also reduce Our Maximum Dollar Limit of Liability for the particular Covered Risk, except for costs, attorneys' fees and expenses.

- e. If We issue, or have issued, a Policy to the owner of a Mortgage that is on Your Title and We have not given You any coverage against the Mortgage, then:

- (1) We have the right to pay any amount due You under this Policy to the owner of the Mortgage, and any amount paid shall be treated as a

payment to You under this Policy, including under Section 4.a. of these Conditions;

- (2) Any amount paid to the owner of the Mortgage shall be subtracted from the Policy Amount then in force; and

- (3) If Your claim is covered only under Covered Risk 16, 18, 19 or 21, any amount paid to the owner of the Mortgage shall also be subtracted from Our Maximum Dollar Limit of Liability for the particular Covered Risk.

- f. If You do anything to affect any right of recovery You may have against someone else, We can subtract from Our liability the amount by which You reduced the value of that right.

## 7. TRANSFER OF YOUR RIGHTS TO US

- a. When We settle Your claim, We have all the rights and remedies You have against any person or property related to the claim. You must not do anything to affect these rights and remedies. When We ask, You must execute documents to evidence the transfer to Us of these rights and remedies. You must let Us use Your name in enforcing these rights and remedies.

- b. We will not be liable to You if We do not pursue these rights and remedies or if We do not recover any amount that might be recoverable.

- c. We will pay any money We collect from enforcing these rights and remedies in the following order:

- (1) to Us for the costs, attorneys' fees and expenses We paid to enforce these rights and remedies;
- (2) to You for Your loss that You have not already collected;
- (3) to Us for any money We paid out under this Policy on account of Your claim; and
- (4) to You whatever is left.

- d. If You have rights and remedies under contracts (such as indemnities, guaranties, bonds or other policies of insurance) to recover all or part of Your loss, then We have all of those rights and remedies, even if those contracts provide that those obligated have all of Your rights and remedies under this Policy.

## 8. THIS POLICY IS THE ENTIRE CONTRACT

This Policy, with any endorsements, is the entire contract between You and Us. To determine the meaning of any part of this Policy, You must read the entire Policy and any endorsements. Any changes to this Policy must be agreed to in writing by Us. Any claim You make against Us must be made under this Policy and is subject to its terms.

## 9. INCREASED POLICY AMOUNT

This Policy Amount then in force will increase by ten percent (10%) of the Policy Amount shown in Schedule A each year for the first five years following the Policy Date shown in Schedule A, up to one hundred and fifty percent (150%) of the Policy Amount shown in Schedule A. The increase each year will happen on the anniversary of the Policy Date shown in Schedule A.

## 10. SEVERABILITY

If any part of this Policy is held to be legally unenforceable, both You and We can still enforce the rest of this Policy.

## 11. ARBITRATION

- a. If permitted in the state where the Land is located, You or We may demand arbitration.
- b. The law used in the arbitration is the law of the state where the Land is located.

- c. The arbitration shall be under the Title Insurance Arbitration Rules of the American Land Title Association (“Rules”). You can get a copy of the Rules from us.
- d. Except as provided in the Rules, You cannot join or consolidate Your claim or controversy with claims or controversies of other persons.
- e. The arbitration shall be binding on both You and Us. The arbitration shall decide any matter in dispute between You and Us.
- f. The arbitration award may be entered as a judgment in the proper court.

**12. CHOICE OF LAW**

The law of the state where the Land is located shall apply to this policy.

SAMPLE



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of  
Policy **O-9240-**\_\_\_\_\_



In the event matters are discovered during the closing process which would otherwise be insured by the Covered Risks included in the policy, the Company may limit or delete insurance provided by the affected Covered Risk. In such event, a Supplemental Report will be issued prior to closing. General exceptions 1 through 6 will not appear in the ALTA Homeowner's Policy (CoverageOne).

NOTE: Covered Risks 16, 18, 19 and 21 contained in the ALTA Homeowner's Policy (2/3/2010) include certain deductibles and maximum dollar limits of coverage. The Covered Risks, the deductibles and our maximum dollar limit of liability are:

Covered Risk 16:

Your Deductible Amount: 1% of Policy Amount shown in Schedule A, or \$2,500.00 (whichever is less)

Our Maximum Dollar Limit of Liability: \$10,000.00

Covered Risk 18:

Your Deductible Amount: 1% of Policy Amount shown in Schedule A, or \$5,000.00 (whichever is less)

Our Maximum Dollar Limit of Liability: \$25,000.00

Covered Risk 19:

Your Deductible Amount: 1% of Policy Amount shown in Schedule A, or \$5,000.00 (whichever is less)

Our Maximum Dollar Limit of Liability: \$25,000.00

Covered Risk 21:

Your Deductible Amount: 1% of Policy Amount shown in Schedule A, or \$2,500.00 (whichever is less)

Our Maximum Dollar Limit of Liability: \$5,000.00



TitleOne Corporation dba Sun Valley Title  
Authorized Agent for:  
Stewart Title Guaranty Company

**SCHEDULE A** Revision: 09/02/2020 - Updated effective date and changed Underwriters

1. Commitment Date: August 31, 2020 at 08:00 AM

2. Policy or Policies to be issued:

X	ALTA Owners Policy (6/17/06) Proposed Insured: 755 S Broadway, LLC	<i>Extended Coverage</i>	Policy Amount: Premium:	\$1,250,000.00 \$3,608.00
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CoverageOne or *Extended* Portion of Premium: \$328.00

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 said land is at the effective date hereof vested in:

M. Brent Stevens and M. Annette Stevens, as Co-Trustees of the Stevens Living Trust, dated December 14, 2005

5. The land referred to in this Commitment is described as follows:

See Attached Schedule C

**Stewart Title Guaranty Company**

TitleOne Corporation dba Sun Valley Title

By:

\_\_\_\_\_  
Nick Busdon, Authorized Signatory

**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:  
  
200 N Leadville Ave, Ketchum, ID 83340
6. Necessary conveyance to the proposed insured.
7. The Company will require a copy of the Articles of Organization, Operating Agreement, and other related documents for 755 Broadway 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.
8. 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.
9. 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.
10. The Company will require delivery of and approval by the Company of a properly executed, Lien Subordination by Burks Excavation if building demo will take place prior to closing.

**SCHEDULE B, PART II**  
**Exceptions from Coverage**

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.

**Exceptions:**

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 for the year 2019 are paid in full.  
Parcel Number: RPK00000230010  
Original Amount: \$5,449.28  
Without homeowner's exemption
9. Taxes, including any assessments collected therewith, for the year 2020 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 April 12, 1937 as Instrument No. [75052](#).
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.

(End of Exceptions)

**SCHEDULE C**

**Legal Description:**

Lot 1, Block 23 of the VILLAGE OF KETCHUM, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 302967, records of Blaine County, Idaho.

After Recording Mail to:  
Michael R. Carr  
755 South Broadway  
2667 South Tacoma Way  
Tacoma WA 98409.

**DECLARATION AND COVENANTS, CONDITIONS,  
RESTRICTIONS AND RESERVATIONS  
FOR:  
208 CONDOMINIUMS, A CONDOMINIUM**

Grantor: 755 South Broadway, a Colorado LLC

Grantee: The Public

Reference Numbers of Documents Assigned or Released: N/A

Legal Description (abbreviated):

Complete Legal Description is located on Exhibit "A" of document Assessor's Tax Parcel  
Number: RPK00000230010



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**DECLARATION AND COVENANTS, CONDITIONS,  
RESTRICTIONS AND RESERVATIONS FOR:**

**208 N. LEADVILLE CONDOMINIUMS, A CONDOMINIUM**

Pursuant to the Idaho Condominium Property Act (“The Act”), Idaho Code 55-1501 et seq, defined in Section 1.8.1 and for the purpose of submitting the Property hereinafter described to the provisions of said Act, the undersigned, being sole owner(s), lessee(s) or possessor(s) of said Property, make the following Declaration. By acceptance of a conveyance, contract for sale, lease, rental agreement, or any form of security agreement or instrument, or any privileges of use or enjoyment, respecting the Property or any Unit in the Condominium created by this Declaration, it is agreed that this Declaration, together with the Survey Map and Plans referred to herein, states covenants, conditions, restrictions, and reservations effecting a common plan for the Condominium development mutually beneficial to all of the described Units, and that the covenants, conditions, restrictions, reservations and plan are binding upon the entire Condominium and upon each such Unit as a parcel of realty, and upon its owners or possessors, and their heirs, personal representatives, successors and assigns, through all successive transfers of all or part of the Condominium or any security interests therein, without requirement of further specific reference or inclusion in deeds, contracts or security instruments and regardless of any subsequent forfeitures, foreclosures, or sales of Units under security instruments.

The name of this Condominium is 208 Condominiums, A Condominium.

**Article 1  
INTERPRETATION**

1.1 Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of this Condominium under the provisions of Idaho law. It is intended and covenanted also that, insofar as it affects this Declaration and Condominium, the provisions of the Act under which this Declaration is operative, shall be liberally construed to effectuate the intent of this Declaration insofar as reasonably possible.

1.2 Consistent with Act. The terms used herein are intended to have the same meaning given in the Act unless the context clearly requires otherwise or to so define the terms would produce an **illegal** or improper result. This condominium project has been created and exists in full compliance with Idaho state law requirements for condominiums and all other applicable law and regulations.

1.3 Covenant Running with Land. It is intended that this Declaration shall be operative as a set of covenants running with the land, or equitable servitudes, binding on

its successors and assigns, all subsequent Owners of the Property, together with their grantees, successors, heirs, executors, administrators, devisees, or assigns, supplementing and interpreting the Act, and operating independently of the Act should the Act be, in any respect, inapplicable.

1.4 Percent of Owners or Mortgagees. For purposes of determining the percentage of Owners or Mortgagees, or percentage of voting power for, approving a proposed decision or course of action in cases where an Owner owns, or a Mortgagee holds Mortgages on, more than one Unit, such owner shall be deemed a separate Owner for each such Unit so owned and such Mortgagee shall be deemed a separate Mortgagee for each such first Mortgage so held.

1.5 Declarant Is Original Owner. Declarant is the original Owner of all Units and Property and will continue to be deemed the Owner thereof except as conveyances or documents changing such ownership regarding specifically described Units are recorded.

1.6 Captions and Exhibits. Captions given to the various Articles and Sections herein are for convenience only and are not intended to modify or affect the meaning of any of the substantive provisions hereof. The various exhibits referred to herein and attached hereto shall be deemed incorporated herein by reference as though fully set forth where such reference is made.

1.7 Inflationary Increase in Dollar Limits. Any dollar amounts specified in this Declaration in connection with any proposed action or decision of the Board or Association may, in the discretion of the Board, be increased proportionately by the increase in the consumer price index for the city of Ketchum, Idaho, or the consumer price index that is tied to the Ketchum/Sun Valley, Idaho area, for All Urban Consumers, prepared by the United States Department of Labor for the base period, January 1<sup>st</sup> of the calendar year following the year in which the Declaration was recorded, to adjust for any deflation in the value of the dollar.

1.8 Definitions

1.8.1 "The Act" means Idaho Code 55-1501 et seq.

1.8.2 "Allocated Interest" means those undivided interests in the Common Elements, the Common Expense Liability, and votes in the Association allocated to each Unit more particularly provided for in Article 8 and as shown in Exhibit C.

1.8.3 "Assessment" means all sums chargeable by the Association against a Unit including, without limitation: (a) regular and special Assessments for Common Expenses, charges, and fines imposed by the Association; (b) interest and late

charges on any delinquent account; and (c) costs of collection, including reasonable attorneys' fees, incurred by the Association in connection with the collection of a delinquent Owner's account.

1.8.4 "Association" means all of the Owners acting as a group in accordance with the Bylaws and with this Declaration as it is duly recorded and as they may be lawfully amended, which Association is more particularly provided for in Article 9.

1.8.5 "Board" means the board of directors of the Association provided for in Section 10.3.

1.8.6 "Books and Records of the Association" shall be given the broadest possible meaning and shall include, without limitation, exception or qualification, the following:

(a) Declaration, Survey Map and Plans, Articles of Incorporation, Bylaws and other rules and regulations governing the Condominium (or any part thereof), and all amendments thereto;

(b) minute books, including all minutes, of all Owner, Board, Officer, Committee or other meetings relating to the Condominium (or any part thereof), including all reports, documents, communications or written instruments attached thereto or referenced therein);

(c) all financial records, including without limitation canceled checks, bank statements, and financial statements of the Association and source documents from the time of incorporation of the Association through the current date;

(d) all reports, documents, communications, or written instruments pertaining to the personal property of the Association or the Condominium (or any part thereof);

(e) all reports, documents, communications, written instruments, plans, and specifications pertaining to the construction, remodeling, maintenance, repair, replacement, or condition of the Condominium (or any part thereof);

(t) all insurance policies or copies thereof for the Condominium (or any part thereof) and Association;

(g) copies of any certificates of occupancy that may have been issued for the Condominium (or any part thereof);

{h) any other permits or notices issued by governmental bodies applicable to the Condominium (or any part thereof) in force or issued;

(i) all written warranties that are still in effect for the Condominium (or any part thereof), or any other area or facilities which the Association has the responsibility to maintain and repair, from the Declarant, contractor, subcontractors, suppliers, and manufacturers, together with all owners' manuals or instructions furnished with respect to installed equipment or building systems;

G) a roster of Owners, Officers and Board members and eligible mongooses and their addresses and telephone numbers, if known;

(k) any leases of the Common Elements or areas and other leases to which the Association is a party; any employment, service, consultation, professional or other contracts in which the Association, Board or Officer is one of the contracting parties, or in which the Association or the Owners have an obligation or a responsibility, directly or indirectly, to pay some or all of the fee or charge, or which in any way relate to the Condominium (or any part thereof);

(l) all reports, documents, communications, or written instruments pertaining to any litigation or other legal or mediation/arbitration proceeding (whether pending, threatened, or under consideration) to which the Association (or Board, Officer, or Owner) is or may be a party, or which may relate to or affect the Condominium (or any part thereof), and

(m) all other all reports, documents, communications, or written instruments in any way relating to or affecting the Association, Board, Officers, Owners, or the Condominium (or any part thereof).

1.8.7 "Bylaws" shall mean the Bylaws of the Association provided for in Article 9.

1.8.8 "Common Elements" means all portions of the Condominium other than the Units.

1.8.9 "Common Expenses" means expenditures made by or financial liabilities of the Association, together with any allocations to reserves.

1.8.10 "Common Expense Liability" means the liability for Common Expenses allocated to each Unit pursuant to Article 8.

1.8.11 "Condominium" means the condominium created by this Declaration and related Survey Map and Plans pursuant to the Act.

1.8.12 "Conveyance" means any transfer of the ownership of a Unit, including a transfer by deed or by real estate contract and with respect to a Unit in a

leasehold condominium, a transfer by lease or assignment thereof, but shall not include a transfer solely for security.

1.8.13 "Declarant" means any person or group of persons acting in concert who (a) executed as Declarant this Declaration; or (b) reserves or succeeds to any Special Declarant Right under the Declaration.

1.8.14 "Declarant Control" means the right, if expressly reserved by this Declaration, of the Declarant or persons designated by the Declarant to appoint and remove Association officers and Board members, or to veto or approve a proposed action of the Board or Association; provided, in no event shall exercising the voting rights allocated to a Unit or Units owned by the Declarant or Declarant's affiliates be deemed "Declarant Control".

1.8.15 "Declaration" means this Declaration and any amendments thereto.

1.8.16 "Development Rights" means any right, if expressly reserved by the Declarant in this Declaration to: (a) add real property or improvements to the Condominium; (b) create Units, Common Elements, within real property included or added to the Condominium; (c) subdivide Units or convert Units into Common Elements; (d) withdraw real property from the Condominium; or (e) reallocate Common Elements with respect to Units that have not been conveyed by the Declarant.

1.8.17 "Dispose" or "Disposition" means a voluntary transfer or conveyance to a purchaser or lessee of any legal or equitable interest in a Unit but does not include the transfer or release of a security interest.

1.8.18 "Eligible Mortgagee" means a mortgagee of a Unit or the Mortgagee of the Condominium that has filed with the secretary of the Association a written request that it be given copies of notices of any action by the Association that requires the consent of Mortgagees.

1.8.19 "Foreclosure" means a forfeiture or judicial or nonjudicial foreclosure of a Mortgage or a deed in lieu thereof.

1.8.20 "Identifying Number" means the designation of each Unit in a Condominium.

1.8.21 "Interior Surfaces" (where that phrase is used in defining the boundaries of Common Elements) shall not include paint, paneling, and other such finished surface coverings. Said finished coverings, along with fixtures and other tangible personal property located in and used in connection with said Common Element, shall be deemed a part of said Common Element.

1.8.22 "Limited Common Element" means a portion of the Common Elements allocated by this Declaration (or by subsequent amendments thereto) or by operation of law for the exclusive use of one or more but fewer than all of the Units as provided in Article 7.

1.8.23 "Manager" means the person retained by the Board to perform such management and administrative functions and duties with respect to the Condominium as are delegated to such person and as are provided in a written agreement between such person and the Association.

1.8.24 "Mortgage" means a mortgage or deed of trust that creates a lien against a Unit and also means a real estate contract for the sale of a Unit.

1.8.25 "Mortgagee" means the beneficial owner, or the designee of the beneficial owner, of an encumbrance on a Unit created by mortgage or deed of trust and shall also mean the vendor, or the designee of a vendor, of a real estate contract for the sale of a Unit. A Mortgagee of the Condominium and a Mortgagee of a Unit are included within the definition of Mortgagee.

1.8.26 "Mortgagee of a Unit" means the holder of a Mortgage on a Unit, which mortgage was recorded simultaneous with or after the recordation of this Declaration. Unless the context requires otherwise, the term "Mortgagee of a Unit" shall also be deemed to include the Mortgagee of the Condominium.

1.8.27 "Mortgagee of the Condominium" means the holder of a Mortgage on the Property which this Declaration affects, which Mortgage was either recorded prior to the recordation of this Declaration; or was recorded against all Units after the recordation of this Declaration but prior to the recorded conveyance of any Unit. The term "Mortgagee of the Condominium" does not include Mortgagees of the individual Units.

1.8.28 "Person" means a natural person, corporation, partnership, limited partnership, trust, governmental subdivision or agency, or other legal entities.

1.8.29 "Property" or "Real Property" means any fee, leasehold or other estate or interest in, over, or under the land described in Exhibit A, including buildings, structures, fixtures, and other improvements thereon and easements, rights and interests appurtenant thereto which by custom, usage, or law pass with a conveyance of land although not described in the contract of sale or instrument of conveyance. "Property" included parcels, with or without upper or lower boundaries, and spaces that may be filled with air or water, and personally intended for use in connection therewith.

1.8.30 "Purchaser" means any person, other than Declarant, who by means of a disposition acquires a legal or equitable interest in a Unit other than (a) a leasehold interest including renewal options, of less than twenty years at the time of creation of the



Unit, or (b) as security for an obligation.

1.8.31 "Renting or Leasing" a Unit means the granting of a right to use or occupy a Unit, for a specified term or indefinite term (with rent reserved on a periodic basis), in exchange for the payment of rent (that is, money, property or other goods or services of value); but shall not mean and include joint ownership of a Unit by means of joint tenancy, tenancy-in-common or other forms of co-ownership.

1.8.32 "Residential Purposes" means use for dwelling or recreational purposes, or both.

1.8.33 "Special Declarant Rights" means rights, if expressly reserved in this Declaration for the benefit of Declarant to:

(a) complete improvements indicated on Survey Maps and Plans filed with the Declaration under the Act

(b) exercise any Development Right under Section 23.2;

(c) maintain sales offices, management offices, signs advertising the Condominium, and models under Section 23.1.2;

(d) use easements through the Common Elements for the purpose of making improvements within the Condominium or within real property which may be added to the Condominium;

make the Condominium part of a larger Condominium or a development under the Act

(e) make the Condominium subject to a master association under the Act; or

1.8.34 "Survey Map and Plans" means the survey map and the plans recorded simultaneously with this Declaration and any amendments, corrections, and addenda thereto subsequently recorded.

1.8.35 "Unit" means a portion of the Condominium designated for separate ownership, the boundaries of which are described pursuant to Article 4.

1.8.36 "Unit Owner" means, subject to Section 1.9.5, a Declarant or other person who owns a Unit but does not include a person who has an interest in a Unit solely as security for an obligation; or is merely "renting" or "leasing" a Unit as defined in Section 1.8.3 1. "Unit Owner" means the vendee, not the vendor, of a Unit under a real estate contract, as well as any Mortgagee entitled to exercise a vote under Section 9.3.5.

1.9 Construction and Validity

1.9.1 All provisions of the Declaration and Bylaws are severable.

1.9.2 The rule against perpetuities may not be applied to defeat any provision of the Declaration, Bylaws, rules, or regulations adopted pursuant to the Act

1.9.3 In the event of a conflict between the provisions of the Declaration and the Bylaws, the Declaration prevails except to the extent the Declaration is inconsistent with the Act.

1.9.4 The creation of this Condominium shall not be impaired and title to the Unit and Common Elements shall not be rendered unmarketable or otherwise affected by reason of an insignificant failure of the Declaration or Survey Map and Plans or any amendment thereto to comply with the Act.

1.9.5 If the Declaration or Bylaws now or hereafter provide that any officers or directors of the Association must be Unit Owners, then notwithstanding the definition contained in Section 1.8.35, the term "Unit Owner" in such context shall, unless the Declaration or Bylaws otherwise provide, be deemed to include any director, officer, partner in, or trustee of any person, who is, either alone or in conjunction with another person or persons, a Unit Owner. Any officer or director of the Association who would not be eligible to serve as such if he or she were not a director, officer, partner in, or trustee of such a person shall be disqualified from continuing in office if he or she ceases to have any such affiliation with that person, or if that person would have been disqualified from continuing in such office as a natural person.

**Article2**  
**DESCRIPTION OF REAL PROPERTY**

The Real Property included in the Condominium is described in Exhibit A attached hereto.

**Article 3**  
**DESCRIPTION OF UNITS**

There may be as many as ten (10) Units created in this condominium which shall not be created in phases. Exhibit B attached hereto sets forth the following:

3.1 Unit Number. The Identifying Number of Each Unit created by the Declaration.

3.2 Unit Description. With respect to each existing Unit:

3.2.1 The approximate square footage.

3.2.2 The number of bathrooms, bedrooms and fireplaces within a Unit.

3.2.3 Access to Common Ways and Public Streets. Each Unit has direct access to Common Area parking areas and/or driveways, and all such Common Areas have direct access to public streets.

#### **Article 4 BOUNDARIES**

4.1 Unit Boundaries. Units shall include any improvements now or hereafter located within said space.

4.2 Monuments as Boundaries. Any physical boundaries of a Unit constructed in substantial accordance with the original Survey Map and Plans thereof become its boundaries rather than the bounds expressed in the Survey Map and Plans, regardless of settling or lateral movements of the said physical boundaries or minor variances between boundaries shown on the Survey Map and Plans and those of any said physical boundaries. This Section does not relieve Declarant or any other person of liability for failure to adhere to the Survey Map and Plans.

4.3 Relocation of Boundaries, Adjoining Units.

4.3.1 In General. Subject to the provisions of the Declaration and other provisions of law, the boundaries between adjoining Units may only be relocated by an amendment to the Declaration upon application to the Association by the Owners of those Units. If the Owners of the adjoining Units have specified a reallocation between their Units of their Allocated Interests, the application must state the proposed reallocations. Unless the Board determines within thirty days that the reallocations are unreasonable, the Association shall prepare an amendment that identifies the Units involved, states the reallocations, is executed by those Unit owners, contains words or conveyance between them and is recorded in the name of the grantor and the grantee.

4.3.2 Survey Map and Plans. The Association shall obtain and record Survey Maps or Plans complying with the requirements of the Act necessary to show the altered boundaries between adjoining Units and their dimensions and Identifying Numbers.

#### **Article S DESCRIPTION OF OTHER IMPROVEMENTS**

Within the condominium and within the common elements, there has been constructed parking areas and landscape for the benefit of the Unit owners.

**Article 6**  
**DESCRIPTION OF COMMON ELEMENTS**

Except as otherwise specifically allocated by the Provisions of Article 7 or other provisions of this Declaration or amendments hereto, the Common Elements consist of all portions of the Condominium except Units and include the following:

6.1 The Real Property described in Exhibit A, and improvements thereto, which are not part of a Unit.

6.2 Installations of utility services such as power, light, telephone, and in general all apparatus and installations existing for common use, including but not limited to, installed sanitary sewer systems.

6.3 The driving areas which provide access to the Units and are set forth as private lane (common element) on the Survey Map and Plans.

6.4 Any parking or storage areas.

6.5 All other parts of the Property necessary or convenient to its existence, maintenance and safety, or normally in Common use. Common Elements shall include all existing fences, either on the perimeter of the condominium or within any Units as shown on the Survey Map and Plans.

**Article 7**  
**DESCRIPTION OF LIMITED COMMON ELEMENTS**

7.1 Limited Common Elements. The Limited Common Elements, if any, are allocated for the exclusive use of the Owner or Owners of one or more than one Unit to which they are allocated, provided by law or some other provision of this Declaration, or amendments thereto.

**Article 8**  
**ALLOCATED INTERESTS**

The Allocated Interests of each Unit (that is, the undivided interest in the Common Elements, the Common Expense Liability and the votes in the Association allocated to each Unit) are set forth in Exhibit C attached hereto. The Allocated Interest appertaining to each Unit cannot be changed except as provided in this Declaration. The Allocated Interest and the title to the respective Units shall not be separated or separately

conveyed and each undivided interest shall be deemed to be conveyed with its respective Unit even though the description in the instrument of conveyance or encumbrance may refer only to the title to the Unit. Except where permitted by the Act, the Common Elements are not subject to partition, and any purported conveyance, encumbrance, judicial sale, or other voluntary or involuntary transfer of an Allocated Interest made without the Unit to which that Interest is allocated is void.

## **Article 9 OWNER'S ASSOCIATION**

9.1 Form of Association. The Association shall be organized as a non-profit corporation under the laws of the State of Idaho and shall be known as 208 N. Leadville Condominium Association.

### 9.2 Membership

9.2.1 Qualification Each Owner (including Declarant) shall be a member of the Association and shall be entitled to one membership for each Unit so owned; provided, that if a Unit has been sold on contract, the contract purchaser shall exercise the rights of the Unit Owner for purposes of the Association, this Declaration, and the Bylaws, except as hereinafter limited, and shall be the voting representative unless otherwise specified. Ownership of a Unit shall be the sole qualification for membership in the Association

9.2.2 Transfer of Membership. The Association membership of each Owner (including Declarant) shall be appurtenant to the Unit giving rise to such membership, and shall not be assigned, transferred, pledged, hypothecated, conveyed or alienated in any way except upon the transfer of title to said Unit and then only to the transferee of title to such Unit. Any attempt to make a prohibited transfer shall be void. Any transfer of title to a Unit shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Owner thereof.

### 9.3 Voting.

9.3.1 Number of Votes. The total voting power of all Owners shall be equal to the total number of Units, with one vote allocated to each Unit

9.3.2 Multiple Owners. If only one of the multiple Owners of a Unit is present at a meeting Of the Association, the owner is entitled to cast all the votes allocated to that Unit. If more than one of the multiple Owners is present, the votes allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the multiple Owners. There is majority agreement if any one of the multiple Owners casts the votes allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Unit.

9.3.3 Proxies. Votes allocated to a Unit may be cast pursuant to a proxy duly executed by a Unit Owner. If a Unit is owned by more than one person, each owner of the Unit may vote or register protest to the casting of votes by the other Owners of the Unit through a duly executed proxy. A Unit Owner may not revoke a proxy given pursuant to this section except by actual notice of revocation to the person presiding over a meeting of the association. A proxy is void if it is not dated or purports to be revocable without notice. Unless stated otherwise in the proxy, a proxy terminates eleven months after its date of issuance.

9.3.4 Association Owned Units. No votes allocated to a Unit owned by the Association may be cast and in determining the per-centage of votes required to act on any matter, the votes allocated to Units owned by the Association shall be disregarded.

9.3.5 Pledged Votes. If an Owner is in default under a first Mortgage for Ninety (90) consecutive days or more, the Mortgagee shall automatically be authorized to declare at any time thereafter that the Unit owner has pledged his or her vote on all issues to the Mortgagee during the continuance of the default. If the Board has been notified of any such pledge to a Mortgagee, or in the event the record Owner or Owners have otherwise pledged their vote regarding special matters to a Mortgagee under a duly recorded Mortgage, only the vote of such Mortgagee will be recognized in regard to the special matters upon which the vote is so pledged, if a copy of the instrument with this pledge has been filed with the Board. Amendments to this subsection shall only be effective upon the written consent of all the voting Owners and their respective Mortgagees, if any.

#### 9.4 Meetings. Notices and Quorums.

9.4.1 Meetings. A meeting of the Association must be held at least once each year. Special meetings of the Association may be called by the president, a majority of the Board, or by Unit owners having twenty percent of the votes in the Association. Not less than ten nor more than sixty days in advance of any meeting, the secretary or other officer specified in the bylaws shall cause notice to be hand-delivered or sent prepaid by first class United States mail to the mailing address of each Unit or to any other mailing address designated in writing by the Unit Owner, or to the mailing address designated in writing by a Mortgagee entitled to vote under Section 9.3.5. The notice of any meeting shall state the time and place of the meeting and the items on the agenda to be voted on by the members, including the general nature of any proposed amendment to the Declaration or Bylaws, changes in the previously approved budget that result in a change in Assessment obligations, and any proposal to remove a director or officer.

#### 9.4.2 Quorums.

- (a) A quorum is present throughout any meeting of the Association if the

owners of Units to which twenty-five percent of the votes of the Association are allocated are present in person or by proxy at the beginning of the meeting.

(b) A quorum is deemed present throughout any meeting of the Board if persons entitled to cast fifty percent of the votes on the Board are present at the beginning of the meeting.

9.5 Bylaws of Association.

9.5.1 Adoption of Bylaws. Bylaws (and amendments thereto) for the administration of the Association and the Property, and for other purposes not inconsistent with the Act or with the intent of this Declaration shall be adopted by the Association upon concurrence of those voting Owners holding a majority of the total voting power. Amendments to the Bylaws may be adopted at any regular or special meeting. Declarant may adopt initial Bylaws.

9.5.2 Bylaws Provisions. The Bylaws may contain supplementary, not inconsistent, provisions regarding the Operation and Administration of the Condominium.

**Article 10**  
**MANAGEMENT OF CONDOMINIUM**

10.1 Administration of the Condominium. The Unit Owners covenant and agree that the administration of the Condominium shall be in accordance with the provisions of this Declaration and the Articles of Incorporation and Bylaws of the Association which are incorporated herein by reference and made a part hereof.

10.2 Election and Removal of Board and Officers.

10.2.1 Election By Owners in General. The Unit Owners (including Declarant and any Affiliate of Declarant to the extent Units are owned by Declarant or any such Affiliate) shall elect a Board of at least three members, at least a majority of whom must be Unit Owners. The Board shall elect the officers. Such members of the Board and officers shall take office upon election.

10.2.2 Election By Owners, Other Than Declarant.

(a) The affairs of the Association shall initially be governed by a Board composed of at least one (1) but not more than three (3) members as determined by Declarant.

(b) Not later than sixty (60) days after conveyance of twenty-five percent (25%) of the Units which may be created (in all phases) to Unit Owners other than Declarant at least one (1) member and not less than twenty-five percent (25%) of the

members of the Board may be elected by Unit Owners other than Declarant. Not later than sixty (60) days after conveyance of fifty percent (50%) of the Units which may be created (in all phases) to Unit Owners other than a Declarant, not less than thirty-three and one-third percent of the members of the Board may be elected by Unit Owners other than the Declarant.

(c) Commencing with the first Association meeting at which the Unit Owners are to elect the entire Board (other than a meeting held when Declarant still owned all of the Units), and unless the Bylaws are amended at that meeting, the Board shall be composed of three (3) Members (not including a Board member designated by Declarant), a majority of whom must be Owners of Units in the Condominium; provided, the Declarant (or a representative of Declarant) shall have the right (which may not be terminated by amendment to the Declaration or Bylaws, and which shall continue so long as any Special Declarant Rights or Developments remain in effect or Declarant has any obligation or liability of any express or implied warranty) to serve as a full non-voting member of the Association Board (with all of the rights and powers of a Board member except for the right to vote).

10.2.3 Taking Office: Officers. The Board shall elect the officers of the Association. Such members of the Board and officers shall take office upon election.

10.2.4 Removal. The Unit Owners, by a two-thirds vote of the voting power in the Association present and entitled to vote at any meeting of the Unit Owners at which a quorum is present may remove any member of the Board with or without cause.

### 10.3 Management by Board.

10.3.1 On Behalf of Association Except as otherwise provided in the Declaration, the Bylaws, Section 10.3.2 or the Act, the Board shall act in all instances on behalf of the Association. In the performance of their duties, the officers and members of the Board are required to exercise ordinary and reasonable care.

10.3.2 Not on Behalf of Association The Board shall not act on behalf of the Association to amend the Declaration in any manner that requires the vote or approval of the Unit Owners pursuant to Section 21.1, to terminate the Condominium pursuant to the Act, or to elect members of the Board or determine the qualifications, powers, and duties, or terms of office of members of the Board pursuant to section 10.2; but the Board may fill vacancies in its membership for the unexpired portion of any term.

10.3.3 Budget Approval. Within thirty days after adoption of any proposed budget for the Condominium, the Board shall provide a summary of the budget to all the Unit Owners and shall set a date for a meeting of the Unit Owners to consider ratification of the budget not less than fourteen nor more than sixty days after mailing of



the summary. Unless at that meeting the Owners of Units to which a majority of the votes in the Association are allocated reject the budget, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected, or the required notice is not given, the periodic budget last ratified by the Unit Owners shall be continued until such time as the Unit Owners ratify a subsequent budget proposed by the Board.

#### 10.4 Authority of the Association

10.4.1 The Association acting by and through the Board, or a Manager appointed by the Board, for the benefit of the Condominium and the Owners, shall enforce the provisions of this Declaration and of the Bylaws and shall have all powers and authority permitted to the Association under the Act and this Declaration, including without limitation:

- (a) Adopt and amend Bylaws, rules, and regulations;
- (b) Adopt and amend budgets for revenues, expenditures, and reserves, and impose and collect Assessments for Common Expenses from Unit Owners;
- (c) Hire and discharge or contract with managing agents and other employees, agents, and independent contractors;
- (d) Subject to the provisions of the Declaration, institute, defend, or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Unit Owners on matters affecting the Condominium; provided, that on matters affecting a Unit the Association must obtain the prior written consent of the Owner of the Unit affected;
- (e) Make contracts and incur liabilities;
- (f) Regulate the use, maintenance, repair, replacement, and modification of Common Elements;
- (g) Cause additional improvements to be made as a part of the Common Elements;
- (h) Acquire, hold, encumber, and convey in its own name any right, title, or interest to real or personal property, but Common Elements may be conveyed or subjected to a security interest only pursuant to Section 10.8;
- (i) Grant easements, leases, licenses, and concessions through or over the Common Elements and petition for or consent to the vacation of streets and alleys;
- (j) Impose and collect any payments, fees, or charges for the use, rental, or

operation of the Common Elements, and for services provided to Unit Owners;

(k) Impose and collect charges for late payment of assessments and, after notice and an opportunity to be heard by the Board or by such representative designated by the Board and in accordance with such procedures as provided in the Declaration or Bylaws or rules and regulations adopted by the Board levy reasonable fines in accordance with a previously established schedule thereof adopted by the Board and furnished to the Owners for violations of the Declaration, Bylaws, and rules and regulations of the Association;

(l) Impose and collect reasonable charges for the preparation and recording of amendments to the Declaration, resale certificates required by the Act and statements of unpaid Assessments;

(m) Provide for the indemnification of its officers and Board and maintain directors' and officers' liability insurance;

(n) Assign its right to future income, including the right to receive common expense assessments, but only to the extent the Declaration provides;

(o) Exercise any other powers conferred by the Declaration or Bylaws;

(p) Exercise all other powers that may be exercised in this state by the same type of corporation as the Association;

(q) Exercise any other powers necessary and proper for the governance and operation of the Association;

(r) Maintain and repair any Unit, its appurtenances and appliances, and Common Elements, if such maintenance or repair is reasonably necessary in the discretion of the Board to protect the Common Element or preserve the appearance and value of the Condominium, and the Owner of said Unit has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair has been delivered by the Board to the Owner, provided that the Board shall levy a special charge against the Unit of such Owner for the cost of such maintenance or repair, and

(s) Pay any amount necessary to discharge any lien or encumbrance levied against the entire Property or any part thereof which is claimed to or may, in the opinion of the Board, constitute a lien against the Property or against the Common Elements, rather than merely against the interest therein of particular Owners. Where one or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it, and any costs and expenses (including court costs and attorney fees) incurred by the Board by reason of such lien or liens shall be specially

charged against the Owners and the Units responsible to the extent of their responsibility.

10.4.2 The Board's power hereinabove enumerated shall be limited in that the Board shall have no authority to acquire and pay for out of the Association funds a capital addition or improvement (other than for purposes of restoring, repairing or replacing portions of the Common Elements) having a total cost in excess of Five Thousand Dollars (\$5,000), without first obtaining the affirmative vote of a majority of Owners at a meeting called for such purpose, or if no such meeting is held, then the written consent of a majority of Owners; provided that any expenditure or contract for each capital addition or improvement in excess of Twenty-Five Thousand Dollars (\$25,000) must be approved by Owners having not less than sixty-seven percent (67%) of the voting power.

10.4.3 Nothing herein contained shall be construed to give the Association authority to conduct an active business for profit on behalf of all of the Owners or any of them.

10.4.4 The Board and its agents or employees may enter any Unit or Common Element when necessary, in connection with any maintenance, landscaping or construction for which the Board is responsible or in the event of emergencies. Such entry shall be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Board paid for as a Common Expense if the entry was due to an emergency, or for the purpose of maintenance or repairs to Common Elements where the repairs were undertaken by or under the direction or authority of the Board; provided, if the repairs or maintenance were necessitated by or for the Unit entered or its Owners, or requested by its Owners, the costs thereof shall be specially charged to such Unit. In furtherance of the foregoing, the Board (or its designated agent) shall have the right at all times to possess such keys and/or lock combinations as are necessary to gain immediate access to Units and Common Elements.

10.5 Borrowing by Association. In the discharge of its duties and the exercise of its powers as set forth in Section 10.4.1, but subject to the limitations set forth in this Declaration, the Board may borrow funds on behalf of the Association and to secure the repayment of such funds, assess each Unit (and the Owner thereof) for said Units pro rata share of said borrowed funds and the obligation to pay said pro rata share shall be a lien against said Unit and the undivided interest in the Common Elements appurtenant to said Unit. Provided, that the Owner of a Unit may remove said Unit and the Allocated Interest in the Common Elements appurtenant to such Unit from the lien of such assessment by payment of the Allocated Interest in Common Expense Liability attributable to such Unit. Subsequent to any such payment, discharge, or satisfaction, the Unit and the Allocated Interest in the Common Elements appurtenant thereto shall thereafter be free and clear of the liens so paid, satisfied, or discharged. Such partial payment, satisfaction, or discharge shall not prevent the lienor from proceeding to enforce his rights against any Unit and the Allocated Interest in the Common Elements appurtenant thereto not so paid, satisfied, or

discharged.

## 10.6 Association Records and Funds

10.6.1 Records and Audits. The Association shall keep financial records sufficiently detailed to enable the Association to comply with the Act in providing resale certificates. All Books and Records of the Association (as defined in Section 1.8) shall be made reasonably available (at all reasonable hours of weekdays or under other reasonable circumstances) for examination and copying by Declarant, and any Owner, Mortgagee, insurer and guarantor of any Mortgage on any Unit, or their agents. At least annually, the Association shall prepare, or cause to be prepared, a financial statement of the Association in accordance with generally accepted accounting principles. If this Condominium consists of fifty or more Units, the financial statements of the Condominium shall be audited at least annually by a certified public accountant. If this Condominium consists of fewer than fifty Units, an annual audit is also required but may be waived annually by Owners (other than the Declarant) of Units to which sixty percent of the votes are allocated, excluding the votes allocated to Units owned by the Declarant.

10.6.2 Fund Commingling. The funds of the Association shall be kept in accounts in the name of the Association and shall not be commingled with the funds of any other Association, nor with the funds of any Manager of the Association or any other person responsible for the custody of such funds. Any reserve funds of the Association shall be kept in a segregated account and any transaction affecting such funds, including the issuance of checks, shall require the signature of at least two persons who are officers or directors of the Association.

10.7 Association as Trustee With respect to a third person dealing with the Association in the Association's capacity as a trustee, the existence of trust powers and their proper exercise by the Association may be assumed without inquiry, A third person is not bound to inquire whether the Association has power to act as trustee or is properly exercising trust powers. A third person, without actual knowledge that the Association is exceeding or improperly exercising its powers, is fully protected in dealing with the Association as if it possessed and properly exercised the powers it purports to exercise. A third person is not bound to assure the proper application of trust assets paid or delivered to the Association in its capacity as trustee.

## 10.8 Common Elements. Conveyance. Encumbrance.

10.8.1 In General. Portions of the Common Elements which are not necessary for the habitability of a Unit may be conveyed or subjected to a security interest by the Association if the Owners of Units to which at least eighty percent (80%) of the votes in the Association are allocated, including eighty percent (80%) of the votes allocated to Units not owned by Declarant or an Affiliate of Declarant, agree to that

action; but all the Owners of Units to which any Common Element is allocated must agree in order to convey that Common Element or subject it to a security interest. Proceeds of the sale or financing are an asset of the Association.

10.8.2 Agreement. An agreement to convey Common Elements or subject them to a security interest must be evidenced by the execution of an agreement, or ratifications thereof, in the same manner as a deed, by the requisite number of Unit Owners. The agreement must specify a date after which the agreement will be void unless recorded before that date. The agreement and all ratifications thereof must be recorded in every county in which a portion of the Condominium is situated and is effective only upon recording.

10.8.3 Conditions Precedent. The Association, on behalf of the Unit Owners, may contract to convey Common Elements or subject them to a security interest, but the contract is not enforceable against the Association until approved pursuant to Sections 10.8.1 and 10.8.2. Thereafter, the Association has all powers necessary and appropriate to affect the conveyance or encumbrance, including the power to execute deeds or other instruments.

10.8.4 Void Transaction. Any purported conveyance, encumbrance, or other voluntary transfer of Common Elements, unless made pursuant to this Section, is void.

10.8.5 Support Right. A conveyance or encumbrance of Common Elements pursuant to this section shall not deprive any Unit of its rights of access and support.

10.8.6 Prior Encumbrances. A conveyance or encumbrance of Common Elements pursuant to this section shall not affect the priority or validity of preexisting encumbrances either on Units (and their Allocated Interest in Common Elements) or on Common Elements.

10.9 Termination of Contracts and Leases. If entered into before the Board elected by the Unit Owners pursuant to Section 10.2.2 takes office, (1) any management contract, employment contract, or lease or recreational or parking areas or facilities, (2) any other contract or lease between the Association and a Declarant or an Affiliate of a Declaration, or (3) any contract or lease that is not bona fide or was unconscionable to the Unit Owners at the time entered into under the circumstances then prevailing may be terminated without penalty by the Association at any time after the Board elected by the Unit Owners pursuant to Section 10.2.2 takes office upon not less than ninety days' notice to the other party or within such lesser notice period provided for without penalty in the contract or lease. This Section does not apply to any lease, the termination of which would terminate the Condominium or reduce its size, unless the real property subject to that lease was included in the Condominium for the purpose of avoiding the right of the

Association to terminate a lease under this Section.

10.10 Governmentally Required Maintenance, etc. Any insurance, maintenance, repair, replacement, alteration or other work, or the monitoring of such work, which is required by any governmental entity (including without limitation, federal, state or local government, public or private utility provider, local improvement district, or other governmental or quasi-governmental entity or agency), and regardless of whether such requirement is now or hereafter established, and whether imposed in connection with a building permit or other governmental approval or requirement, and whether involving land within public rights of way or subject to ownership or exclusive use of one owner, shall be the sole and exclusive responsibility of the Association (not the Declarant) and any cost incurred in connection therewith shall be a Common Expense. In furtherance of the generality of the foregoing, and not by way of limitation, such work shall include maintenance of any grass-lined swales and proper disposal of clippings; maintenance of wetland plantings; replacement of wetland and landscape plantings that die during any required maintenance period; maintenance of public and private storm sewer and retention systems. Declarant shall have the right but not the obligation, to perform any such work if the Association fails to do so. The Association shall promptly upon demand reimburse Declarant for any costs directly or indirectly incurred by declarant as a result of the Declarant performing or the Association's failure to perform, such work (including any work necessary to obtain a release, or avoid a forfeiture, of any cash deposit or other bond made by Declarant.

10.11 Maintenance Repair, Inspection and Warranty Procedure. The Association shall defend, indemnify and hold Declarant harmless from any expense or claim arising from or relating to any Association's failure to promptly and properly maintain, repair or inspect the Condominium (or any part thereof), or the Association's failure to promptly and properly make a claim (or comply with dispute resolution procedures) under any warranty obtained or issued by Declarant. Declarant shall not be liable under any express or implied warranty (including without limitation the Idaho Condominium Act implied warranties) for loss or damage which the Association or Owners have not taken timely action to minimize, or which is caused or made worse by a failure to properly and promptly maintain, repair, or inspect (including without limitation failure to fully comply with any inspection, monitoring, maintenance or repair checklist, manual or recommendation provided by Declarant (or a contractor, subcontractor or manufacturer) to the Association or Owners.

10.12 Association Litigation.

10.12.1 The term "Legal Proceedings" as used herein shall include litigation, administrative mediation, arbitration or other proceedings in the name of the Association on behalf of itself or two or more Unit Owners on matters affecting the Condominium.

10.12.2 The provisions of this Section 10.12 shall not apply to Legal Proceedings, as a result of which the Association could not be held responsible for costs of suit (including fees for attorneys, experts, witnesses, investigations and other costs of suit) in a aggregate amount of not more than \$5,000 (including without limitation fees contingent on a result), and which involve:

- (a) collection of delinquent regular or special Assessments, the enforcement of any Assessment lien and interest and penalties in connection therewith;
- (b) collection of monies owed to the Association, or recovery of damages caused to the Association or Condominium (or any part thereof), when the principal amount to be recovered involves less than \$25,000;
- (c) enforcement of the provisions of the Declaration, Articles, Bylaws or rules and regulations of the Association;
- (d) defense of a claim against the Association, when the principal amount to be recovered involves less than \$25,000; or
- (e) the filing of a complaint, answer or other pleading for the limited purpose satisfying a statute of limitation deadline, avoiding entry of a default order or judgment, or preventing personal injury or serious harm to the Condominium (if such purpose is certified in good faith by the Association's attorney), but except for this limited purpose the other conditions of Section 10. 12 must be satisfied.

10.12.3 In order for the Association (or the Board acting on behalf of the Association) to institute, defend, or intervene in Legal Proceedings, and in order for the Association to become obligated in the aggregate sum in excess of \$5.000, to professionals, consultants or other experts in connection with Legal Proceedings, the following conditions must first be satisfied:

- (a) the Board has received a detailed written summary ("Litigation Summary") concerning the substance of the proceeding, including: (i) agreements with lawyers, experts and consultants; issues involved; (ii) legal and factual basis of anticipated allegations on behalf of and against the Association; (iii) remedies to be sought an behalf of and against the Association; (iv) estimated amount to be sought on behalf of (and that could be sought from) the Association, (v) Association's estimated costs of suit (including fees for attorneys, experts, witnesses, investigations and other costs of suit) and any third-party costs of suit that the Association would pay if the Association does not prevail; (vi) reports and recommendations by any professionals or consultants retained by the Association (and by any opposing party, if available); (vii) any written demands or settlements offers made by an opposing party (the Board shall request that an opposing party make such demand and settlement offer); and (viii) any negative consequences that the Association, Condominium or Owners could suffer during such proceedings including

required disclosures to prospective purchasers, impediments to Unit refinancing, or diminishment of Unit value.

(b) if the proceeding will involve a claim against the Declarant (or Declarant's contractor, subcontractors, vendors, suppliers or other professionals) concerning construction defects or other condition of the Condominium, the Litigation Summary will also include: a description of the construction defects or other condition (which shall also have been transmitted to the Declarant); and any written response from the Declarant concerning such defects (including any offer to settle by performing remedial work, payment of cash or a combination of both).

(c) A copy of the Litigation Summary shall be transmitted to all Owners, together with a written notice of the Owner's right of access to the Books and Records of the Association as provided in Section 10.6.1, and a written notice of a special Owner's meeting to be convened as provided in this Declaration, at which meeting the Declarant (and its representatives shall be entitled to attend and participate in on a non-voting basis}.

(d) The Owners holding eighty percent (80%) of the total Association voting power must grant approval for the Association (or the Board acting on behalf of the Association} to institute, defend, or intervene in legal proceedings, provided, that under no circumstances may legal proceedings be commenced against Declarant (or Declarant's contractor, subcontractors, vendors, suppliers or other professionals) with respect to any alleged construction defect or other condition which Declarant has agreed in writing to remedy and is proceeding with reasonable due diligence to do so.

## **Article 11 USE; REGULATION OF USES;**

11.1 Residential Units. The Units on the second and third floor may only be used for single-family residential purposes. The units on the lower level and main floor may be used for commercial office or retail. No restaurants shall be allowed.

11.2 Vehicle Parking Restrictions. Unit Owners and their guests may only park automobiles, light trucks, passenger vans within the Parking Area of the Common Elements. Said vehicles may not be permanently parked or stored within said Parking Area and the Board of the Association may adopt rules and regulations concerning the parking of said vehicles. No vehicle of any type may be parked in the Parking Area for longer than 48 hours without the express written approval from the Board of the Association. The Board may require removal of any vehicle and any other personal property improperly stored or placed or parked within the Common Elements in violation of this Declaration.

11.3 Common Drive and Walks. Common drives shall be used exclusively for normal transit and no obstructions shall be placed thereon or therein except by express



written consent of the Board.

#### 11.4 Maintenance.

11.4.1 Units. Each Unit owner shall at its sole expense have the right and duty to keep the Unit improvements, equipment of appliances and appurtenances located therein in good order, condition and repair. Each owner shall be responsible for the construction, alteration, maintenance, repair or replacement of any improvements in said Unit.

11.4.2 Fences. No fences shall be constructed within the Common Elements or Limited Common Elements without the express written consent of the Board of the Association.

11.5 Pets. Domestic household pets, such as dogs and cats, may be kept by Unit Owners; provided, that the keeping of pets shall be subject to such reasonable rules and regulations as the Board may from time to time adopt. The Board may require the removal of any animal which the Board in the exercise of reasonable discretion finds disturbing other Unit Owners unreasonably and may exercise this authority for specific animals even though other animals are permitted to remain. Animals which are declared to be dangerous under state law are prohibited, although no animal shall be deemed dangerous on account of its particular breed.

Pets will not be allowed on any Common Elements unless they are on a leash or being carried and are being walked to or from the Unit to a public walk or street. At all times the Common Elements shall be free of any pet debris, including food and feces matter. At no time is pet feces to be deposited in garbage. No livestock, poultry, rabbits or other animals whatsoever shall be allowed or kept in any part of the Condominium, nor may any animal be bred or used therein for any commercial purpose. Any outside facility for pets must be kept clean on a daily basis and no waste products or food be left in either the facility or on the Property.

11.6 Offensive Activity. No noxious or offensive activity shall be carried on in any Unit or Common Element, nor shall anything be done therein which may be or become an annoyance or nuisance to other Owners.

All occupants shall avoid making noises, and using musical instruments, radios, and amplifiers in such manner as may disturb other occupants. Owner shall also control their pets so that they do not disturb other occupants.

No refuse, garbage or trash of any kind shall be thrown, placed or kept on any Common Element of the project outside of the disposal facilities provided for such purposes.

Every Unit Owner and occupant shall at all times keep his Unit in a strictly clean and sanitary condition, free of rodents and pests, and observe and perform all laws, ordinances, rules and regulations, including kennel laws and animal control laws.

11.7 Common Element Alterations. Nothing shall be altered or constructed in, or (except for an Owner's personal property) removed from, the Common Element except upon the written consent of the Board and after procedures required herein or by law.

11.8 House Rules. The Board or the Association membership is empowered to pass, amend and revoke detailed, reasonable administrative rules and regulations, or "House Rules," necessary or convenient from time to time to ensure compliance with the general guidelines of this Article. Such House Rules shall be binding on all Unit Owners, lessees, guests and invitees upon adoption by the Board or Association.

11.9 Rental Units.

(Reserved).

11.10 Timesharing. Timesharing, as defined in the Idaho Timeshare Act is prohibited. Short term (under 30 days) vacation rentals shall be allowed.

11.11 Exemption for Declarant. The provisions with respect to design control for Unit structures as set forth above shall not apply to any Unit structures constructed by the Declarant on any Unit owned by the Declarant.

## **Article 12 COMMON EXPENSES AND ASSESSMENTS**

12.1 Estimated Expenses Within sixty (60) days prior to the beginning of each calendar year, or such other fiscal year as the Board may adopt, the Board shall estimate the charges including Common Expenses, and any special charges for particular Units to be paid during such year; shall make provision for creating, funding and maintaining reasonable reserves for contingencies and operations, as well as for maintenance repair, replacement and acquisition of Common Elements; and shall take into account any expected income and any surplus available from the prior year's operating fund. Without limiting the generality of the foregoing but in furtherance thereof, the Board shall create and maintain from regular monthly Assessments a reserve fund for replacement of those Common Elements which can reasonably be expected to require replacement or a major repair prior to the end of the useful life of the buildings. The Board shall calculate the contributions to said reserve fund so that there are sufficient funds therein to replace, or perform such major repair, to each Common Element covered by the fund at the end of the estimated useful life of each such Common Element. The initial Board, whether appointed by Declarant or elected by Unit Owners, may at any suitable time establish the first such estimate. If the sum estimated and budgeted at any time proves inadequate for

any reason (including non-payment for any reason of arty Owner's Assessment), the Board may at any time levy a further Assessment, which shall be assessed to the Owners according to Section 12.4. Similarly, if the sum estimated and budgeted, and being collected and/or already collected, at any time proves excessive, the Board may reduce the amount being assessed and/or apply existing funds (in excess of current needs and required reserves) against future Assessments and/or refund such excess funds. The Common Expenses as defined above shall include but are not limited to the costs of maintaining, repairing and replacing roads, Common Areas, storm water collection and disposition system, septic system community drain fields and septic tanks, electricity and septic system pumps in connection therewith, street lights, if any, liability insurance, security services, and utilities for the benefit of the Common Areas including water and power, and any other expenses which the Association shall deem to be for the benefit of all Unit Owners.

12.2 Payment by Owners. Each Owner shall be obligated to pay its share of Common Expenses and special charges made pursuant to this Article to the treasurer for the Association in equal monthly installments on or before the first day of each month during such year, or in such other reasonable manner as the Board shall designate. No Owner may exempt himself from liability for payment of assessments for any reason, including waiver of use or enjoyment of any of the Common Elements or abandonment of the Owner's Unit.

12.3 Commencement of Assessments. The Declarant in the exercise of its reasonable discretion shall determine when the Association shall commence making Assessments; provided, that in all events the Assessments shall commence on a date within 60 days after the date on which seventy-five percent (75%) of the Units which may be created, have been conveyed to Owners (other than Declarant or on Affiliate of Declarant). Until the Association makes an Assessment, the Declarant shall pay all Common Expenses. After any Assessment has been made by the Association, Assessments must be made against all Units, based on a budget adopted by the Association; provided, until a date within 60 days after the date on which seventy-five percent (75%) of the Units which may be created have been conveyed to Owners (other than Declarant or an Affiliate of Declarant):

(a) the Board (whether appointed by Declarant or elected by Unit Owners) may elect not to collect monthly assessments calculated as provided in Section 12.1 and instead elect to collect and expend monthly assessments based on the actual costs of maintaining, repairing, operating and insuring the Common Areas; or

(b) the Declarant may elect to pay all of certain of such actual costs and have Unit Owners pay a pro-rata share (based on each Unit's Allocated Interest) of the remainder of such costs.

12.4 Allocated Liability All Common Expenses must be assessed against all the

Units in accordance with the allocations set forth in Exhibit B. Any past due Common Expense Assessment or installment thereof bears interest at the rate established by the Association pursuant to Section 12.10.11.

12.5 Insurance Costs. The Board may elect that the costs of insurance must be assessed in proportion to risk.

12.6 Utility Costs. The Board may elect that the costs of utilities must be assessed in proportion to usage.

12.7 Assessments for Judgment Assessments to pay a judgment against the Association pursuant to the Act (1) may be made only against the Units in the Condominium at the time the judgment was entered in proportion to their Allocated Common Expense Liabilities at the time the judgment was entered.

12.8 Owner Misconduct. To the extent that any Common Expense is caused by the misconduct of any Unit Owner, the Association shall assess that expense against the Owner's Unit.

12.9 Reallocation. If Common Expense Liabilities are reallocated, Common Expense Assessments and any installment thereof not yet due shall be recalculated in accordance with the reallocated Common Expense Liabilities.

12.10 Lien For Assessments.

12.10.1 Lien. The Association has a lien on a Unit for any unpaid Assessments levied against a Unit from the time the Assessment is due.

12.10.2 Priority. A lien under Section 12.1 shall be prior to all other liens and encumbrances on a Unit except: (a) liens and encumbrances recorded before the recording of the Declaration; (b) a Mortgage on the Unit recorded before the date on which the Assessment sought to be enforced became delinquent; and (c) liens for real property taxes and other governmental assessments or charges against the Unit.

12.10.3 Mortgage Priority Except as provided in Sections 12.10.4 and 12.10.5, the lien shall also be prior to the Mortgages described in Section 12.10.2(b) to the extent of Assessments for Common Expenses, excluding any amounts for capital improvements, based on the periodic budget adopted by the Association pursuant to Section 12.10.1, which would have become due during the six months immediately preceding the date of the sheriff's sale in an action for judicial foreclosure by either the Association or a Mortgagee, the date of a trustee's sale in a non-judicial foreclosure by a Mortgagee, or the date of recording of the Declaration of forfeiture in a proceeding by the vendor under a real estate contract.

12.10.4 Mortgagee Notice. The priority of the Association's lien against Units encumbered by a Mortgage held by an Eligible Mortgagee or by a Mortgagee which has given the Association a written request for a notice of delinquent Assessments shall be reduced by up to three months if and to the extent that the lien priority under Section 12.10.3 includes delinquencies which relate to a period after such holder becomes an Eligible Mortgagee or has given such request for notice and before the Association gives the holder a written notice of the delinquency. This Section does not affect the priority of mechanics' or material men's liens, or the priority of liens for other Assessments made by the Association.

12.10.5 Recording as Notice. Recording of the Declaration constitutes record notice and perfection of the lien for Assessments. While no further recording of any claim of lien for Assessment under this section shall be required to perfect the Association's lien, the Association may record a notice of claim of lien for Assessments under this Section in the real property records of any county in which the Condominium is located. Such recording shall not constitute the written notice of delinquency to a Mortgagee referred to in Section 12.10.3.

12.10.6 Limitation on Action. A lien for unpaid Assessments and the personal liability for payment of Assessments is extinguished unless proceedings to enforce the lien or collect the debt are instituted within three years after the amount of the Assessments sought to be recovered becomes due.

12.10.7 Foreclosure. The lien arising under Section 12.10 may be enforced judicially by the Association or its authorized representative in the manner set forth herein. The Association or its authorized representative shall have the power to purchase the Unit at the foreclosure sale and to acquire, hold, lease, mortgage, or convey the same. Upon an express waiver in the complaint of any right to a deficiency judgment in a judicial foreclosure action, the period of redemption shall be eight months. Nothing in this Section shall prohibit the Association from taking a deed in lieu of foreclosure.

12.10.8 Receiver. From the time of commencement of an action by the Association to foreclose a lien for nonpayment of delinquent Assessments against a Unit that is not occupied by the Owner thereof, the Association shall be entitled to the appointment of a receiver to collect from the lessee thereof the rent for the Unit as and when due. If the rent is not paid, the receiver may obtain possession of the Unit, refurbish it for rental up to a reasonable standard for rental Units in this type of Condominium, rent the Unit or permit its rental to others, and apply the rents first to the cost of the receivership and attorneys' fees thereof, then to the cost of refurbishing the Unit, then to applicable charges, then to costs, fees, and charges of the foreclosure action, and then to the payment of the delinquent Assessments. Only a receiver may take possession and collect rents under this section, and a receiver shall not be appointed less than ninety days after the delinquency. The exercise by the Association of the foregoing rights shall not

affect the priority of preexisting liens on the Unit.

12.10.9 Mortgagee Liability. Except as provided in Section 12.10.3, the holder of a Mortgage or other Purchaser of a Unit who obtains the right of possession of the Unit through foreclosure shall not be liable for Assessments or installments thereof that became due prior to such right of possession. Such unpaid Assessments shall be deemed to be Common Expenses collectible from all the Unit Owners, including such Mortgagee or other purchaser of the Unit. Foreclosure of a Mortgage does not relieve the prior Owner of personal liability for Assessments accruing against the Unit prior to the date of such sale as provided in this Section.

12.10.10 Lien Survives Sale. The lien arising under Section 12.10 shall not be affected by the sale or transfer of the subject Unit except in the event of sale through foreclosure, as provided in Section 12.10.9.

12.11 Owner Liability. In addition to constituting a lien on the Unit, each Assessment shall be the joint and several obligations of the Owner or Owners of the Unit to which the same are assessed as of the time the Assessment is due. In a voluntary conveyance the grantee of a Unit shall be jointly and severally liable with the grantor for all unpaid Assessments against the latter up to the time of the grantor's conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee thereof. Suit to recover a personal judgment for any delinquent Assessment shall be maintainable in any court of competent jurisdiction without foreclosing or waiving the lien securing such sums.

12.12 Late Charge. The Association may from time to time establish reasonable late charges and a rate of interest to be charged on all subsequent delinquent Assessments or installments thereof. In the absence of another established non-usurious rate, delinquent Assessments shall bear interest from the date of delinquency at the maximum rate permitted under Idaho law on the date on which the Assessments became delinquent.

12.13 Attorney's Fees. The prevailing party shall be entitled to recover any costs and reasonable attorneys' fees incurred in connection with the collection of delinquent Assessments, whether or not such collection activities result in suit being commenced or prosecuted to judgment. In addition, the prevailing party shall be entitled to recover costs and reasonable attorneys' fees if it prevails on appeal and in the enforcement of a judgment.

12.14 Assessment Certificate. The Association, upon written request, shall furnish to a Unit Owner or a Mortgagee a statement signed by an officer or authorized agent of the Association setting forth the amount of unpaid Assessments against that Unit. The statement shall be furnished within fifteen days after receipt of the request and is binding on the Association, the Board, and every Unit Owner, unless and to the extent

known by the recipient to be false.

12.15 Acceleration of Assessments. In the event any monthly Assessment or special charge attributable to a particular Unit remains delinquent for more than sixty (60) days, the Board may, upon fifteen (15) days written notice to the Owner of such Unit, accelerate and demand immediate payment of all, or such portion as the Board determines, of the monthly Assessments and special charges which the Board reasonably determines will become due during the next succeeding twelve (12) months with respect to such Unit.

12.16 Delinquent Assessment Deposit Working Capital

12.16.1 Delinquent Assessment Deposit.

(a) A Unit Owner may be required by the Board or by the Manager, from time to time, to make and maintain a deposit not less than one (1) month nor in excess of three (3) months estimated monthly Assessment and charges, which may be collected as are other Assessments and charges. Such deposit shall be held in a separate fund, be credited to the Unit owned by such Owner, and be for the purpose of establishing a reserve for delinquent Assessments.

(b) Resort may be had thereto at any time when such owner is ten (10) days or more delinquent in paying his monthly or other Assessments and charges. Said deposits shall not be considered as advance payments of regular Assessments. In the event the Board should draw upon said deposit as a result of a Unit Owner's delinquency in payment of any Assessments, said Owner shall continue to be responsible for the immediate and full payment of said delinquent Assessment (and all penalties and costs thereon) and thus the full restoration of said deposit, and the Board shall continue to have all of the rights and remedies for enforcing such Assessment payment and deposit restoration as provided by this Declaration and by law.

(c) Upon the sale of a Unit, the seller/Owner thereof shall not be entitled to a refund from the Association of any deposit or reserve account made or maintained with respect to such Unit pursuant to this or any other Section of this Declaration; rather, any such deposit or reserve account shall continue to be held by the Association for the credit of such Unit and the Unit Purchaser shall succeed to the benefit thereof, and the Unit seller shall be responsible for obtaining from the Purchaser appropriate compensation thereof.

12.16.2 Working Capital Contribution. The first Purchaser of any Unit shall pay to the Association, in addition to other amounts due, an amount equal to two (2) months of monthly Assessments as a contribution to the Association's working capital. Such working capital contributions shall not be used to defray Declarant's expenses in completing the construction of the Condominium, to pay Declarant's contributions to

Association reserves or to make up any deficits in the budget of the Association. Upon the election of the first Board by Unit Owners other than Declarant, Declarant shall pay to the Association as a working capital contribution an amount equal to two (2) months of monthly Assessments for each of the Units then owned by Declarant. When a Unit owned by Declarant is sold, Declarant may apply funds collected at closing from the Purchaser to reimburse itself for funds paid to the Association for such contribution with respect to that Unit.

### **Article 13 INSURANCE**

13.1 In General. Commencing not later than the time of the first conveyance of a Unit to a person other than a Declarant, the Association shall maintain, to the extent reasonably available:

13.1.1 Property insurance on the Common Elements of the Condominium;

13.1.2 Liability insurance, including medical payments insurance, in an amount determined by the Board but not less than Two Million Dollars, covering all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, or maintenance of the Common Elements.

13.1.3 Workmen's compensation insurance to the extent required by applicable laws.

13.1.4 Fidelity bonds naming the members of the Board, the Manager and its employees and such other persons as may be designated by the Board as principals and the Association as obligee, in at least an amount equal to three months aggregate assessments for all Units plus reserves in the custody of the Association or Manager at any given time during the term of each bond. Such fidelity bonds shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definitions of "employee" or similar expression.

13.1.5 Insurance against loss of personal property of the Association by fire, theft and other losses with deductible provisions as the Board deems advisable.

13.1.6 Such other insurance (including directors' and officers' liability) as the Board deems advisable; provided, that notwithstanding any other provisions herein, the Association shall continuously maintain in effect such casualty, flood and liability insurance and a fidelity bond meeting the insurance and fidelity bond requirements for condominium projects established by Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation,



Veteran's Administration, or other governmental or quasi-governmental agencies involved in the secondary mortgage market, so long as any such agency is a Mortgagee or Owner of a Unit within the project, except to the extent such coverage is not available or has been waived in writing by such agency.

13.2 Required Provisions. Insurance policies carried pursuant to this Article shall:

13.2.1 Provide that each Unit Owner is an insured person under the policy with respect to liability arising out of the Owner's interest in the Common Elements or membership in the Association;

13.2.2 Provide that the insurer waives its right to subrogation under the policy as to any and all claims against the Association, the Owner of any Unit and/or their respective agents, employees or tenants, and members of their household, and of any defenses based upon co-insurance or upon invalidity arising from the acts of the insured;

13.2.3 Provide that no act or omission by any Unit Owner, unless acting within the scope of the Owner's authority on behalf of the Association, nor any failure of the Association to comply with any warranty or condition regarding any portion of the premises over which the Association has no direct control, will void the policy or be a condition to recovery under the policy;

13.2.4 Provide that if, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance, and that the liability of the insurer thereunder shall not be affected by, and the insurer shall not claim any right of set-off, counterclaims, apportionment, proration, contribution or assessment by reason of, any other insurance obtained by or for any Unit Owner or any Mortgagee;

13.2.S Provide that, despite any provision giving the insurer the right to restore damage in lieu of a cash settlement, such option shall not be exercisable without the prior written approval of the Association, or when in conflict with the provisions of any insurance trust agreement to which the Association is a party, or any requirement of law;

13.2.6 Contain no provision (other than insurance conditions) which will prevent Mortgagees from collecting insurance proceeds; and

13.2.7 Contain, if available, an agreed amount and Inflation Guard Endorsement.

13.3 Claims Adjustment. Any loss covered by the property insurance under this Article must be adjusted with the Association, but the insurance proceeds for that loss are

payable to any insurance trustee designated for that purpose, or otherwise to the Association, and not to any holder of a Mortgage, the insurance trustee or the Association shall hold any insurance proceeds in trust for Unit Owners and lienholders as their interests may appear. Subject to the provisions of Article 14, the proceeds must be disbursed first for the repair or restoration of the damaged property, and Unit Owners and lienholders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the property has been completely repaired or restored or the Condominium is terminated.

13.4 Insurance.

13.4.1 Owners Insurance. Each Unit Owner shall maintain and pay for property insurance, if available, to include any improvements within the Unit.

13.4.2 Owners Additional Insurance. Each Owner shall also obtain liability insurance insuring the Unit Owner against liability from claims arising out of accidents, injuries occurring within the Unit or Common Elements assigned to the Unit. Such insurance shall be at the expense of the Unit Owner. No Owner shall, however, be entitled to exercise his right to maintain insurance coverage in any manner which would decrease the amount that the Board of Directors, or any trustee of the Board of Directors, on behalf of all of the Owners, will realize under any insurance policy which the Board of Directors may have in force on the Condominium. at any particular time. Each owner is required and agrees to notify the Board of Directors of all improvements by the Owner to his Unit the value of which is more than \$1,000.00. Each Owner, if requested by the Board of Directors, shall file a copy of such individual policy or policies with the Board of Directors within 30 days after request is made, and the Board of Directors shall immediately review its effect with its insurance broker, agent or carrier.

13.5 Certificate. An insurer that has issued an insurance policy under this Article shall issue certificates or memoranda of insurance to the Association and, upon written request to any Unit Owner or holder of a Mortgage. The insurer issuing the policy may not modify the amount or the extent of the coverage of the policy or cancel or refuse to renew the policy unless the insurer has complied with all applicable provisions of applicable law pertaining to the cancellation. or non-renewal of contracts of insurance. The insurer shall not modify the amount or the extent of the coverage of the policy, or cancel or refuse to renew the policy, without complying with the requirements of the Act,

13.6 Notification on Sale of Unit. Promptly upon the conveyance of a Unit, the now Unit Owner shall notify the Association of the date of the conveyance and the Unit Owner's name and address. The Association shall notify each insurance company that has issued an insurance policy to the Association for the benefit of the Owners under Article 13 of the name and address of the new Owner and request that the new Owner be made a named insured under such policy.

**Article 14**  
**DAMAGE OR DESTRUCTION; RECONSTRUCTION**

14.1 Definitions: Significant Damage; Repair; Emergency Work.

14.1.1 As used in this Article, the term "Significant Damage" means damage or destruction, whether or not caused by casualty, to any part of the property which the Board is responsible to maintain or repair which would exclude any Unit structures: (a) for which funds are not available in the maintenance and repair or contingency budget of the Association to make timely repairs; and (b) which has a significant adverse impact on the habitability of any Unit or the ability of an owner or owners to use the property or any significant portion of the property for its intended purpose.

14.1.2 As used in this Article, the term "Repair" means to repair, reconstruct, rebuild or restore the building or improvement which is a Common Element which suffered significant damage to substantially the same condition to which they existed prior to the damage or destruction. Modifications to conform to then applicable governmental rules and regulations or available means of construction may be made.

14.1.3 As used in this Article, the term "Emergency Work" shall mean the work which the Board deems reasonably necessary to avoid further damage, destruction or substantial diminution in value to the improvements and to reasonably protect the owners from liability arising out of the condition of the property.

14.2 Initial Board Determinations. In the event of significant damage to any part of the Common Elements, the Board shall promptly, and in all events within thirty (30) days after the date of significant damage, or, if the significant damage did not occur at a particular identifiable time, after the date of its discovery, make the following determinations with respect thereto employing such advise as the Board deems advisable:

14.2.1 The nature and extent of the significant damage, together with an inventory of the improvements and property directly affected thereby.

14.2.2 A reasonably reliable estimate of the cost to repair the significant damage, which estimate shall, if reasonably practicable, be based upon a firm bid obtained from a responsible contractor.

14.2.3 The anticipated insurance proceeds, if any, to be available from insurance covering the loss based on the amount paid or initially offered by the insurer.

14.2.4 The amount, if any, that the estimated cost of repair exceeds the anticipated insurance proceeds thereof and the amount of assessment to each Unit if such excess was paid as a common expense and specially assessed against all the Units in proportion to their allocated interest in the Common Elements.

14.2.5 The Board's recommendation as to whether such significant damage should be repaired.

14.3 Notice of Damage or Destruction. The Board shall promptly, and in all events within thirty (30) days after the date of significant damage, provide each owner, and each first mortgagee with a written notice summarizing the initial Board determination made under Section 14.2. If the Board fails to do so within said thirty (30) days, then any owner or mortgagee may make the determination required under Section 14.2 and give the notice required under this Section.

#### 14.4 General Provisions.

14.4.1 Duty to Restore Any portion of the Condominium for which insurance is required under this Article which is significantly damaged shall be repaired promptly by the Association unless: (a) the Condominium is terminated; (b) repair would be illegal under any state or local health or safety statute or ordinance; or (c) eighty percent of the Unit owners vote not to repair. Even if the significant damage is not to be repaired, the Board shall still have the authority to perform emergency work. The cost of repair in excess of insurance proceeds and reserves is a common expense.

14.4.2 Damage not Restored. If all or any portion of the damaged portions of a Common Element are not repaired (regardless of whether such damage is significant): (a) the insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Condominium; (b) the remainder of the proceeds shall be distributed to all the Unit owners or lienholders, as their interest may appear, in proportion to the Common Element interest of all the Units.

#### 14.5 Restoration by Board.

If the damage (regardless of whether such damage is significant) is to be repaired pursuant to Section 14.4., then:

14.5.1 Contract and Contractors. The Board shall have the authority to employ architects and attorneys, advertise for bids, let contracts to contractors and others, and to truce such other action as is reasonably necessary to effectuate the repair and restoration. Contracts for such repair and restoration shall be awarded when the Board, by means of insurance proceeds and sufficient assessments, has provision for the costs

thereof. The Board may further authorize the insurance carrier to proceed with repair upon satisfaction of the Board that such work will be appropriately carried out.

14.5.2 Insurance Trustee. The Board may enter into a written agreement in recordable form with any reputable institution or trust or escrow company that such firm or institution shall act as an insurance trustee to adjust and settle any claim for a loss in excess of Fifty Thousand Dollars (\$50,000), or for such firm or institution to collect the insurance proceeds and carry out the provisions of this Article.

14.6 Restoration by Unit Owner In the event a Unit structure or any portion within a Unit is damaged or destroyed, then the Unit owner must repair (as that term is defined under Article 14.1.2) the Unit structure or improvements within the Unit within six (6) months after the date of casualty unless the damage or destruction requires replacement or rebuilding of the Unit structure in which event the Unit owner shall have six (6) months from the date of casualty to rebuild or replace. In the event of repair, reconstruction or replacement by a Unit owner of a Unit structure or any improvement within a Unit, then all plan approval must be submitted as provided for under this Declaration.

14.7 Decision to Terminate. In the event of a decision to terminate the Condominium and not to repair and restore damage and destruction, the Board may nevertheless expend such of the insurance proceeds and funds of the Association as the Board deems reasonably necessary for emergency work (which emergency work may include but is not necessarily limited to removal of the damaged or destroyed buildings and clearing, filling and grading the real property), and the remaining funds, if any, and property shall thereafter be held and distributed as provided in the Act

## **Article 15 CONDEMNATION**

15.1 Association as Attorney-in-Fact Any portion of the limited or Common Elements are partially or completely condemned, the Association shall act as a representative of the owners and mortgagees in any proceedings, negotiations, or settlements. Each owner appoints the Association as its attorney-in-fact for this purpose. Any proceeds shall be paid to the Association for the benefit of the owners and the mortgagees and shall be used and distributed as set forth below.

15.2 Distribution of Condemnation Proceeds. In the event of a condemnation of any of the Common Elements, the proceeds shall be used:

15.2.1 To restore if practical the remaining Common Elements;

15.2.2 For payment to Unit owners and their mortgagees which are specifically damaged by the condemnation, which damage was an element of the

condemnation award; and

15.2.3 The balance shall be distributed pro rata among the Unit owners and their mortgagees in proportion to their percentage interest in the Common Elements.

15.3 Condemnation of Units OR Unit Structures. If any Unit or Unit structure is condemned, then the condemnation award for that Unit or Unit structure shall be paid to the owner of that Unit and Unit structure. In the event of a partial condemnation which does result in some but not all of the Units and Unit structures being condemned, then the condominium documents shall be amended to reflect any required elimination of Units and reallocation of percentage interest.

15.4 Condemnation of Entire Property. In the event that the entire property is taken or condemned, or sold, or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership pursuant hereto shall terminate. The condemnation award with respect to the common areas shall be apportioned among the owners and shares proportionate to the respective undivided interest in the Common Element. If a standard different from the value of the property as a whole is employed to measure the condemnation award and 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 foregoing principal, the board of directors shall as soon as practical, determine the share of the condemnation award to which each owner is entitled. After first paying their respective share of each owner and all mortgagees and liens on the interest of such owner, the balance remaining in such share shall then be distributed to each owner individually. Each Unit owner shall receive directly the condemnation award as it relates to the value of the Unit and Unit structure being condemned or otherwise disposed of as provided for herein.

## **Article 16 COMPLIANCE WITH DECLARATION**

16.1 Enforcement. Every Owner shall comply strictly with the provisions of this Declaration, the Bylaws and administrative rules and regulations passed hereunder, as the same may be lawfully amended from time to time, and with all decisions adopted pursuant to this Declaration, the Bylaws and administrative rules and regulations. Failure to comply shall be grounds for an action to recover sums due for damages, or injunctive relief, or both, maintainable by the Board (acting through its officers on behalf of the Owners), or by the aggrieved Owner on his own against the party (including an Owner or the Association) failing to comply. In the event of a dispute between the Declarant and the Association (Or the Board or any Owner), each party shall be solely responsible for payment of all legal fees incurred by that party, regardless of the nature of the dispute or who may be the prevailing party.

16.2 No Waiver of Strict Performance. The failure of the Board in any one or

more instances to insist upon the strict performance of this Declaration, of the Bylaws, or to exercise any right or option contained in such documents, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Board of any assessment from an Owner, with knowledge of any such breach shall not be deemed a waiver of such breach, and no waiver by the Board of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Board.

## **Article 17 LIMITATION OF LIABILITY**

17.1 Liability for Utility Failure. Etc. Except to the extent covered by insurance obtained by the Board pursuant to Article 13, neither the Association nor the Board nor the Manager shall be liable for: any failure of any utility or other service to be obtained and paid for by the Board; or for injury or damage to person or property caused by the elements, or resulting from electricity, noise, smoke, water, rain (or other liquid), dust or sand which may leak or flow from outside or from any parts of the buildings, or from any of its pipes, drains, conduits, appliances, or equipment, or from any other places; or for inconvenience or discomfort resulting from any action taken to comply with any law, ordinance or orders of a governmental authority. No diminution or abatement of Assessments shall be claimed or allowed for any such utility or service failure, or for such injury or damage, or for such inconvenience or discomfort.

17.2 No Personal Liability. So long as a Board member, Association committee member, or Association officer has acted in good faith, without willful or intentional misconduct, upon the basis of such information as may be possessed by such person and such person's evaluation of such information, no such person (and no Association manager acting pursuant to the directions of the Board) shall be personally liable to any Owner, or other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence, including any discretionary decision, or failure to make a discretionary decision, by such person in such person's official capacity. Without limiting the generality of the foregoing, the term "discretionary decisions" shall include evaluating and deciding whether or not to act in response to reports, investigations or recommendations received by such person, and shall include deciding whether or not to commence, defend, continue, or settle lawsuits or arbitration/mediation or other legal proceedings involving the Association or Condominium (or any part thereof). Provided, that this Section shall not apply where the consequences of such act, omission, error or negligence are covered by insurance obtained by the Board pursuant to Article 13.

17.3 Indemnification of Board Members. Each Board member or Association committee member, or Association officer, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or

imposed in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of being or having hold such position at the time such expenses or liabilities are incurred, except in such cases wherein such person is adjudged guilty of willful or intentional misconduct, a knowing violation of the law in the performance of his duties and except in such cases where such person has participated in a transaction from which said person will personally receive a benefit in money, property or services to which said person is not legally entitled. Provided, that, in the event of a settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being in the best interest of the Association, The Association and each Owner shall defend, indemnify and hold Declarant harmless from any claim, expense or liability based on the failure of the Association or such Owner to comply with applicable dudes and obligations under. the Declaration, Association Articles or Bylaws, or Association rules and regulations or under any warranty obtained or issued by Declarant; or wider applicable law.

17.4 Legal Proceedings. The rights, powers, benefits, duties and obligations granted to and imposed upon parties subject to this Declaration (including without limitation the Declarant, Owners, Association, Board and Officers) shall not be restricted, diminished, or otherwise modified by threatened or pending legal proceedings (including without limitation litigation, administrative, mediation, or arbitration), which proceedings involve one or more of such parties.

## **Article 18 MORTGAGEE PROTECTION**

18.1 Change in Manager. In the event that professional management is employed by the Association, at least thirty (30) days' notice of any contemplated change in the professional managers shall be given to any Eligible Mortgagee. The Association shall not elect to terminate professional management and assume self-management without the prior written approval of sixty-seven percent (67%) of the Owners and fifty-one percent (51%) of all Eligible Mortgagees; provided that such prior consent shall not be required to change from one professional manager to another professional manager.

18.2 Abandonment of Condominium Status. Except when acting pursuant to the provisions of the Act involving damage, destruction, or condemnation, the Association shall not: without prior written approval of sixty-seven percent (67%) of all Eligible Mortgagees and sixty-seven percent (67%) of the Owners of record of the Units, seek by act or omission to: abandon or terminate the condominium status of the project; or abandon, encumber, sell or transfer any of the Common Elements.

18.3 Partitions and Subdivision. The Association shall not combine nor subdivide any Unit or the appurtenant Common Elements, nor abandon, partition, subdivide, encumber or sell any Common Elements, or accept any proposal so to do, without the prior written approval of fifty-one percent (51%) of all Eligible Mortgagees



and sixty seven percent {67%} of Owners of record of the Units, and without unanimous approval of the Eligible Mortgagee(s) and Owner(s) of the Unit(s), so affected.

18.4 Change in Percentages. The Association shall not make any Material Amendment (as defined in Section 21.7) to this Declaration or Bylaws (including changes in the percentages of interest in the Common Elements) without the prior written approval of fifty-one percent (51 %) of all Eligible Mortgagees and sixty-seven percent (67%) of all Owners of record of the Units, and without unanimous approval of the Eligible Mortgagee(s) and Owner(s) of the Unit(s) for which the percentage(s) would be changed.

18.5 Copies of Notices. A Mortgagee of a Unit (and any insurer or guarantor of such Mortgage) shall be entitled to receive timely written notice: (a) that the Owner/Mortgagor of the Unit has for more than sixty {60} days failed to meet any obligation under the Condominium documents, (b) of all meetings of the Association and be permitted to designate a representative to attend all such meetings; (c) of any condemnation loss or casualty loss affecting a material portion of the Property or the Unit on which it holds a Mortgage; (d) of any lapse, cancellation or material modification of insurance policies or fidelity bonds maintained by the Association; and (e) of any proposed action that requires the consent of a specified percentage of Mortgagees. To be entitled to receive notices under this Section 18.5, the Mortgagee (or Mortgage insurer or guarantor) must send a written request to the Association stating both its name and address and the Unit number or address of the Unit on which it has (or insures or guaranties) the Mortgage.

18.6 Effect of Declaration Amendments. No amendment of this Declaration shall be effective to modify change, limit or alter the rights expressly conferred upon Mortgagees in this instrument with respect to any unsatisfied Mortgage duly recorded unless the amendment shall be consented to in writing by the holder of such Mortgage. Any provision of this Declaration conferring rights upon Mortgagees which is inconsistent with any other provision of said Declaration or the Bylaws shall control over such other inconsistent provisions.

18.7 Insurance

18.7.1 Board Duties. With respect to a first Mortgagee of a Unit the Board shall:

(a) Cause any insurance carrier to include in the insurance policy a standard mortgage clause, naming any mortgagee who makes written request to the Board to be so named;

(b) Furnish any such Mortgagee with a copy of any insurance policy or evidence thereof which is intended to cover the Unit on which such Mortgagee has a lien;

(c) Require any insurance carrier to give the Board and any and all insured (including such Mortgagees) at least thirty (30) days' written notice before canceling, reducing the coverage or limits, or otherwise substantially modifying any insurance with respect to the Property on which the Mortgagee has a lien (including cancellation for a premium nonpayment);

(d) Not make any settlement of any insurance claims for loss or damage to any such Unit, Common Element exceeding Five Thousand Dollars (\$5,000) without the approval of such Mortgagee; provided, that the withholding of such approval shall not be unreasonable or in conflict with the provisions of Article 14;

(e) Give such Mortgagee written notice of any loss or taking affecting Common Elements, if such loss or taking exceeds Ten Thousand Dollars (\$10,000);

(t) Give such Mortgagee written notice of any loss, damage or taking affecting any Unit or Common Elements in which it has an interest, if such loss, damage or taking exceeds One Thousand Dollars (\$1,000);

18.7.2 Additional Policy Provisions. In addition, the insurance policy acquired shall:

(a) Provide that any reference to a Mortgagee in such policy shall mean and include any holders of Mortgages of any Unit or Unit lease, in their respective order and preference, whether or not named therein;

(b) Provide that such insurance as to the interest of any Mortgagee shall not be invalidated by any act or neglect of the Board or Unit Owners or any persons claiming under any of them;

(c) Waive any provision invalidating such Mortgage clause by reason of: the failure of any Mortgagee to notify the insurer of any hazardous use or vacancy; any requirement that the Mortgagee pay any premium thereon; and any contribution clause.

18.8 Inspection of Books. Declarant (and Declarant's agents), Owners, Mortgagees, insurers and guarantors of any Mortgage on any Unit shall be entitled: to inspect and copy at all reasonable hours of weekdays (or under other reasonable circumstances) all of the Books and Records of the Association (as defined in Section 1.8), within a reasonable time following request; and, upon written request of any holder, insurer or guarantor of a first Mortgage at no cost to the party so requesting (or if this project contains fewer than fifty (SO) Units, upon the written request of the holders of fifty-one percent (51%) or more of first Mortgages at their expense if an audited statement is not otherwise available), to receive an annual audited financial statement of the Association within ninety (90) days following the end of any fiscal year of the Association.

**Article 19**  
**EASEMENTS**

19.1 General It is intended that in addition to rights under the Act, each Unit has an easement in and through each other Unit and the Common Elements for: all support elements and utility, wiring, heat and service elements, and for reasonable access thereto, as required to effectuate and continue proper operation of this Condominium plan; and for the maintenance, repair and replacement of all improvements within each Unit. Each Unit as it is constructed is granted an easement (to which each other Unit and all Common Element is subject) for the location and maintenance of all the original equipment and facilities and utilities for such Unit. The specific mention or reservation of any easement in this Declaration does not limit or negate the general easement for Common Elements reserved by law.

19.2 Utility, Etc. Easements. The Board, on behalf of the Association and all members thereof, shall have authority to grant utility, road, parking and similar easements, licenses and permits under, through or over the Common Elements, which easements the Board determines are reasonably necessary to the ongoing development and operation of the Property.

19.3 Association. There is hereby reserved and granted to the Association, or their duly authorized agents and representatives, easements and rights of access over, across, under or into the Condominium, Units, and any part thereof as are necessary, for repairs, maintenance or replacement and/or to perform the rights, duties and obligations of the Association as are set forth or as provided or authorized in this Declaration, in the Articles, Bylaws or Association Rules.

19.4 Declarant Functions. There is hereby reserved to the Declarant (and its duly authorized agents, employees, contractors and representatives, such easements and rights of access over, across, under or into the Condominium (and any part thereof) as are necessary, for repairs, maintenance or replacement and/or to perform the rights, duties and obligations of the Declarant as are set forth, provided for or authorized in: this Declaration; Survey Map and Plans; Articles, Bylaws, or Association Rules; building or other governmental permits or approvals; and Purchase and Sale Agreement between Declarant and a Unit Purchaser, any express or implied warranty under which Declarant is obligated; or otherwise authorized or required by law.

19.5 Encroachments. Each Unit and all Common Element is hereby declared to have an easement over all adjoining Units and Common Element, for the purpose of accommodating any encroachment due to engineering errors, or errors in original construction, reconstruction, repair of any portion of the building, or any other similar

cause, and any encroachment due to building overhang or projection. There shall be valid easements for the maintenance of said encroachments so long as they shall exist, and the rights and obligations of Owners shall not be altered in any way by said encroachment; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful act or acts with full knowledge of said Owner or Owners. In the event a Unit or Common Element is partially or totally destroyed, and then repaired or rebuilt, the Owners agree that minor encroachments over adjoining Units and Common Elements shall be permitted, and that there shall be valid easements for the maintenance of said encroachments so long as they shall exist. The foregoing encroachments shall not be construed to be encumbrances affecting the marketability of title to any Unit. The provisions of this Section 19.4 are intended to supplement Article 4 and the Act and, in the event of any conflict the provisions of Article 4 and the Act shall control.

**Article 20**  
**PROCEDURES FOR SUBDIVIDING OR COMBINING**

20.1 (Reserved).

**Article 21**  
**AMENDMENT OF DECLARATION, SURVEY MAP, PLANS**

21.1 In General. Except in cases of amendments that may be executed by a Declarant (in the exercise of any Development Right), or the Association as provided for in this Declaration, or Unit Owners subject to the terms of this Declaration, the Declaration, including the Survey Maps and Plans, may be amended only by vote or agreement of Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated at the time the amendment is proposed; however, the following Sections and Articles may be amended only by vote or agreement of Owners of Units to which one hundred percent (100%) of the votes in the Association are allocated, and only with the consent of the Declarant (so long as any right, duty or obligation of the Declarant continues under the Declaration or any express or implied warranty, agreement or law: Sections 1.8.6, 1.8.38, 10.2.2(c), 10.4.1 (d), 10.6.110.10, 10.11, 10.12, 17.2, 17.3, 18.8, 19.4, 21.6 and 21.7, and Articles 23 and 24.

21.2 Challenge to Validity. No action to challenge the validity of an amendment adopted by the Association pursuant to this Article may be brought more than one year after the amendment is recorded.

21.3 Recording. Every amendment to the Declaration must be recorded in every county in which any portion of the Condominium is located and is effective only upon recording. An amendment shall be indexed in the name of the Condominium and shall contain a cross-reference by recording number to the Declaration and each previously

recorded amendment thereto. All amendments adding Units shall contain a cross-reference by recording number to the Survey Map and Plans relating to the added Units and set forth all information required by the Act.

21.4 General Limitations. Except to the extent expressly permitted or required by other provisions of the Act, no amendment may create or increase Special Declarant Rights, increase the number of Units, change the boundaries of any Unit, the Allocated Interests of a Unit or the uses to which any Unit is restricted, in the absence of the vote or agreement of the Owner of each Unit particularly affected and the Owners of Units to which at least ninety percent of the votes in the Association are allocated other than the Declarant.

21.5 Execution. Amendments to the Declaration required by the Act to be recorded by the Association shall be prepared, executed, recorded, and certified on behalf of the Association by any officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association.

21.6 Special Declarant/Development Rights No amendment may restrict, eliminate, or otherwise modify any Special Declarant or Development Right, or any other right, power, benefit provided in the Declaration to Declarant (nor otherwise hinder the business activities or expectations of, or benefits provided hereunder to, the Declarant) without the consent of the Declarant and any Mortgagee of record (excluding Mortgagees of Units owned by persons other than the Declarant) with a security interest in the Special Declarant or Development Right or in any real property subject thereto.

21.7 Material Amendments. Any amendment to a provision of this Declaration establishing, providing for, governing or regulating the following (all of which shall be deemed "Material Amendments") shall require the consent of fifty-one percent (51%) of the Eligible Mortgagees: voting rights; Assessments, Assessment liens, or the priority of Assessment liens; reserves for maintenance, repair, and replacement of Common Elements; responsibility for maintenance and repairs; reallocation of interests in the Common Elements, or rights to their use; redefinition of any Unit boundaries; convertibility of Units into Common Elements or vice versa; expansion or contraction of the Condominium, or the addition, annexation, or withdrawal of property to or from the Condominium; insurance or fidelity bond; leasing of Units; imposition of any restrictions on a Unit Owners right to sell or transfer his or her Unit; a decision by the Association to establish self-management when professional management had been required previously by the Condominium's documents or by an Eligible Mortgage holder; restoration or repair of the Condominium (after a hazard damage or partial condemnation) in a manner other than that specified in the Declaration; any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs; or any provisions that expressly benefit or are adverse to Mortgage holders, insurers, or guarantors. A Mortgagee who fails to respond within sixty (60) days of a written request to approve an amendment shall be deemed to have approved the request if such request was delivered

by certified or registered mail with a return receipt requested.

21.8 Map and Plans Amendment. Except as otherwise provided herein, the Survey Map and Plans may be amended by revised versions or revised portions thereof referred to and described as to effect in an amendment to this Declaration adopted as provided for herein. Copies of any such proposed amendment to the Survey Map and Plans shall be made available for the examination of every Owner. Such amendment to the Survey Map and Plans shall also be effective, once properly adopted, upon recordation in the appropriate county office in conjunction with the Declaration amendment.

21.9 Lender Requirements All Unit Owners covenant and agree, for themselves and their heirs, successors and assigns, to vote in favor of and implement any amendments hereto which may be necessary to satisfy the requirements of the Federal National Mortgage Association, Veteran's Administration and Federal Housing Administration.

## **Article 22 MISCELLANEOUS**

### 22.1 Notice for All Purposes.

22.1.1 Delivery of Notice. Any notice permitted or required to be delivered under the provisions of this Declaration or the Bylaws may be delivered either personally or by mail. If delivery is made by mail, any such notice shall be deemed to have been delivered twenty-four (24) hours after a copy has been deposited in the United States mail, postage prepaid, for first class mail, addressed to the person entitled to such notice at the most recent address given by such person to the Board, in writing, for the purpose of service of such notice, or to the most recent address known to the Board. Notice to the Owner or Owners of any Unit shall be sufficient if mailed to the Unit of such person or persons if no other mailing address has been given to the Board by any of the persons so entitled. Mailing addresses may be changed from time to time by notice in writing to the Board. Notice to be given to the Board may be given to Declarant until the Board has been constituted and thereafter shall be given to the President or Secretary of the Board.

22.1.2 Mortgagee Notice. Upon written request thereof, and for a period specified in such notice, the Mortgagee of any Unit shall be entitled to be sent a copy of any notice respecting the Unit covered by his security instrument until the request is withdrawn or the security instrument discharged. Such written request may be renewed an unlimited number of times.

### 22.1.3 Mortgagee's Acceptance.

22.1.4 Priority of Mortgage. This Declaration shall not initially be binding upon any Mortgagee of record at the time of recording of said Declaration but rather shall be subject and subordinate to said Mortgage.

22.1.5 Acceptance Upon First Conveyance. Unless otherwise expressly approved by the Purchaser of a Unit, Declarant shall not consummate the conveyance of title of such Unit until said Mortgagee shall have accepted the provisions of this Declaration and made appropriate arrangements, in accordance with the Act for partial release of Units with their appurtenant Common Elements and Allocated Interest in Common Elements from the lien of said Mortgage. The issuance and recording of the first such partial release by said Mortgagee shall constitute its acceptance of the provisions of this Declaration and the Condominium status of the Units remaining subject to its Mortgage as well as its acknowledgment that such appropriate arrangements for partial release of Units have been made; provided, that, except as to the Units (and their Allocated Interests in Common Elements) so released, said Mortgage shall remain in full effect as to the entire Property.

22.2 Severability. The provisions hereof shall be deemed independent and severable, and the validity or partial invalidity or enforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof if the remainder complies with the Act or as covenants effect the common plan.

22.3 Conveyances Notice Required. The right of a Unit Owner to sell, transfer, or otherwise convey the Unit shall not be subject to any right of approval, disapproval, first refusal, or similar restriction by the Association or the Board, or anyone acting on their behalf. An owner intending to sell a Unit shall deliver a written notice to the Board, at least two (2) weeks before closing, specifying: the Unit to be sold; the name and address of the Purchaser, of the closing agent, and of the title insurance company insuring the Purchaser's interest; and the estimated closing date. The Board shall have the right to notify the Purchaser, the title insurance company, and the closing agent of the amount of unpaid assessments and charges outstanding against the Unit, whether or not such information is requested. It is understood, however, that a violation of this Section shall not invalidate a sale, transfer or other conveyance of a Unit which is otherwise valid under applicable law.

22.4 Transfer of Declarant's Powers. It is understood that Declarant, at any time in the exercise of its sole discretion, may sell, assign, transfer, encumber, or otherwise convey to any person, upon such terms and conditions as Declarant may determine, all of Declarant's rights, powers, privileges and authority arising hereunder by virtue of Declarant's capacity as Declarant (which rights, powers, privileges and authority am in addition to those arising from Declarant's ownership of one or more Units and include Development Rights and Special Declarant Rights).

22.5 Effective Date. This Declaration shall take effect upon recording.

22.6 Reference to Survey Map and Plans. The Survey Map and Plans of the Condominium referred to herein were filed with the Auditor of Blaine County, Idaho, simultaneously with the recording of this Declaration.

**ARTICLE 23**  
**SPECIAL DECLARANT RIGHTS**  
**DEVELOPMENT RIGHTS**

23.1 Special Declarant Rights. As more particularly provided in this Article, Declarant, for itself and any successor Declarant has reserved the following Special Declarant Rights:

23.1.1 Completion of Improvements. Declarant, its agents, employees, contractors and representatives shall have the right to complete, repair, replace or correct improvements and otherwise perform work as set forth, provided for or authorized in: this Declaration; Survey Map and Plans; Articles, Bylaws, or association Rules; building or other governmental permits or approvals; and Purchase and Sale Agreement between Declarant and a unit Purchaser, any express or implied warranty under which Declarant is obligated; or otherwise authorized or required by law. This Special Declarant Right shall continue so long as any right, duty or obligation of the Declarant continues under any express or implied warranty, agreement or law.

23.1.2 Sales Facility of Declarant. Declarant, its agents, employees and contractors shall be permitted to establish and maintain in any unit still owned by Declarant and in any of the Common Elements (other than Limited Common Elements assigned to units not owned by Declarant), such facilities as in the sole opinion of the Declarant may be reasonably required, convenient or incidental to the construction, sale or rental of units and appurtenant interests, including but not limited to: business offices; management offices; sales offices; construction offices; storage areas; signs; model units; and parking areas for all agents, employees, contractors, prospective tenants or purchasers of Declarant. Any such facilities not designated as unit by the Declaration is a Common Element and, if Declarant ceases to be a unit owner, the Declarant ceases to have any rights with regard thereto unless it is removed promptly from the condominium, which Declarant shall have the right to do. Declarant, may maintain signs on the Common Elements advertising the condominium. The provisions of this Section are subject to the provisions of other state law and to local ordinances. The number, size, location, and relocation of such facilities shall be determined from time to time by Declarant in the exercise of its sole discretion; provided, that the maintenance and use of such facilities shall not unreasonably interfere with a unit owners use and enjoyment of the unit and appurtenant Limited Common Elements; and those portions of the Common Elements reasonably necessary to use and enjoy such unit and Limited Common Elements.

23.1.3 Exercise of Declarant Rights Declarant shall have the right to



exercise Development Rights, if any, under this Declaration and the Act.

23.1.4 Termination of Declarant's Rights. Except as otherwise provided in this Declaration, the foregoing Special Declarant Rights shall continue so long as Declarant is completing improvements which are within or may be added to this condominium, or Declarant owns any units, Or any Development Rights remain in effect; provided, that Declarant may voluntarily terminate any or all of such Rights at any time by recording an amendment to the Declaration, which amendment specifies which Right is thereby terminated.

23.2 Development Rights. (Reserved).

23.3 Boundaries of Limited Common Elements. Declarant shall have the right to establish, expand, contract or otherwise modify the boundaries of any Limited Common Element allocated to a unit; provided, the prior consent will be required from the owner of the unit.

23.4 Liability for Damage. The Declarant is subject to liability for the prompt repair and restoration, to a condition compatible with the remainder of the condominium, of any portion of the condominium damaged by the exercise of rights reserved by Declarant pursuant to or created by this Declaration or the Act.

23.5 Declarant's Easements. Declarant has an easement through the Common Elements as may be reasonably necessary for the purpose of discharging Declarant's obligations or exercising Special Declarant Rights or Development Rights, whether arising under the Act or reserved in the Declaration.

#### **Article 24**

#### **RESERVATION BY DECLARANT FOR USE OF COMMON ELEMENTS FOR BENEFIT OF OTHER PROPERTY OWNED BY DECLARANT**

(Reserved).

#### **Article 25**

#### **DISPUTE RESOLUTION**

25.1 Policy-Mediation. The parties hope there will be no disputes arising out of their relationship. To that end, each commit to cooperate in good faith and to deal fairly in performing its duties under this Declaration in order to accomplish their mutual objectives and avoid disputes. But if a dispute arises, the parties agree to resolve all disputes by the following alternate dispute resolution process: (a) the parties will seek a fair and prompt negotiated resolution, but if this is not successful, (b) all disputes shall be resolved by binding arbitration, provided that during this process, (c) at the request of either party made not later than forty-five (45) days after the initial arbitration demand,

the parties will attempt to resolve any dispute by nonbinding mediation (but without delaying the arbitration hearing date). The parties confirm that by agreeing to this alternate dispute resolution process, they intend to give up their right to have any dispute decided in court by a judge or jury.

25.2 Binding Arbitration Any claim between or among any party subject to this Declaration (including without limitation, the Declarant, Association Board or officers, Unit Owners, or their employees or agents) arising out of or relating to this Declaration, a Unit or Units, the Condominium or the Association shall be determined by Arbitration in the county in which the Condominium is located commenced in accordance with 55-7.04.060; provided, that the total award by a single arbitrator (as opposed to a majority of the arbitrators) shall not exceed \$50,000, including interest, attorneys' fees and costs. If any party demands a total award greater than \$50,000, there shall be three (3) neutral arbitrators. If the parties cannot agree on the identity of the arbitrator(s) within ten (10) days of the arbitration demand, the arbitrator(s) shall be selected by the administrator of the American Arbitration Association (AAA) office in Seattle from its Large, Complex Case Panel (or have similar professional credentials). Each arbitrator shall be an attorney with at least fifteen (15) years' experience in commercial or real estate law and shall reside in the county in which the Condominium is located. Whether a claim is covered by the Article shall be determined by the arbitrator(s). All statutes of limitations which would otherwise be applicable shall apply to any arbitration proceeding hereunder.

25.3 Hearing Law - Appeal Limited. The arbitrator(s) shall take such steps as may be necessary to hold a private hearing within ninety (90) days of the initial demand for arbitration and to conclude the hearing within three (3) days; and the arbitrator(s) written decision shall be made not later than fourteen (14) calendar days after the hearing. The parties have included these time limits in order to expedite the proceeding, but they are not jurisdictional, and the arbitrator(s) may for good cause afford or permit reasonable extensions or delays, which shall not affect the validity of the award. The written decision shall contain a brief statement of the claim(s) determined and the award made on each claim. In making the decision and award, the arbitrator(s) shall apply applicable substantive law. Absent fraud, collusion or willful misconduct by an arbitrator, the award and decision shall be final, and the judgment may be entered in any court having jurisdiction thereof. The arbitrator(s) may award injunctive relief or any other remedy available from a judge, including without limitation joinder of parties or consolidation of this arbitration with any other involving common issues of law or fact or which may promote judicial economy; but shall not have the power to award punitive or exemplary damages; or to award attorneys' fees and costs to the prevailing party. The decision and award of the arbitrator(s) need not be unanimous; rather, the decision and award of two arbitrators shall be final.

25.4 Warranty Dispute Resolution. In the event Declarant has issued a warranty of quality to the initial purchasers of Units, and such warranty contains provisions governing the making of claims and governing the resolution of disputes, then the

provisions of such warranty shall control over the provisions of this Article 25 with respect to all express and implied warranty claims (including without limitation the Idaho Condominium Act implied warranties) involving Units and Common Elements (regardless of whether the Unit Owner, Association or Board is asserting the claim).

## Article 26

### FANNIE MAE REQUIREMENTS

26.1 Compliance with Law. This condominium project has been created and exists in full compliance with Idaho State law and all other applicable laws and regulations.

26.2 Rights of First Refusal. Nothing in this Condominium Declaration shall be interpreted to create a right of first refusal in the sale of any unit that applies to or adversely impacts the rights of a mortgagee to foreclose or take title to a unit pursuant to the remedies in the mortgage; accept a deed or assignment in lieu of foreclosure in the event of default by a mortgagee; or sell or lease a unit acquired by the mortgagee.

26.3 Amendments to Documents Affecting Mortgagees. This Condominium Declaration provides that amendments or material adverse nature to mortgagees shall be agreed to by mortgagees that represent at least 51 percent of the votes of unit estates that are subject to mortgages. This Condominium Declaration provides that any action to terminate the legal status of the project after substantial destruction or condemnation occurs or for any other reason must be agreed to by mortgagees that represent at least 51 percent of the votes of the unit estates that are subject to mortgages. This Condominium Declaration provides that implied approval of the mortgagee is assumed when an eligible mortgagee fails to submit a response to any written proposal for an amendment to the Condominium Declaration or any other project documents within 60 days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail with a return receipt requested.

26.4 Rights of Mortgagees and Guarantors. Any mortgagee or guarantor of a unit has the right to timely written notice of any condemnation or casualty loss that affects either a material portion of the project or the unit securing its mortgage; any 60 day delinquency of the payment of assessments or charges owed by the owner of any unit on which it owes the mortgage; a lapse cancellation or material modification of any insurance policy maintained by the owners' association; and any proposed action that requires the consent of a specified percentage of mortgagees.

26.5 First Mortgagees' Rights. Nothing contained in this Declaration, or any other Condominium project document shall be interpreted to give a condominium unit owner or any other party priority over any rights of mortgagees of the condominium unit pursuant to its mortgage in the case of payment to the unit owner of insurance proceeds or

condemnation awards for losses to or taking of condominium units and/or common elements.

26.6 Unpaid Dues. Any first mortgagee who obtains title to a condominium unit pursuant to the remedies in the mortgage or through foreclosure will not be liable for more than six (6) months of the unit's unpaid regularly budgeted dues or charges accrued before acquisition of the title to the unit by the mortgagee. If the Condominium Association's lien priority includes costs of collecting unpaid dues, the lender will be liable for any fees or costs related to the collection of the unpaid dues.

**DECLARENT: 755 SOUTH BROADWAY**

**By:** \_\_\_\_\_

**Micheal R. Carr, Managing Member**

**STATE OF IDAHO** )  
 )  
**COUNTY OF BLAINE** )

On this \_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned, a Notary Public in and for the State of Idaho, duly commissioned and sworn, personally appeared Michael R. Carr, to me known to be the Managing Member of 755 South Broadway, the limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.

\_\_\_\_\_  
PRINTED NAME \_\_\_\_\_  
Notary public for the State of Idaho  
Residing at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF REAL**  
**PROPERTY INCLUDED IN THE CONDOMINIUM**

LOT 1, BLOCK 23 OF THE VILLAGE OF KETCHUM, BLAINE COUNTY, IDAHO, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED AS INSTRUMENT NO. 302967, RECORDS OF BLAINE COUNTY, IDAHO.

## **EXHIBIT "B"**

### **UNIT DESCRIPTIONS**

(Subject to Chang)

#### **208 N. Leadville, Unit 50**

##### **Ketchum ID 83353**

692 approximate Square Feet studio apartment  
1 bathroom.  
Unit has direct access to public streets

#### **208 N. Leadville, Unit 70**

##### **Ketchum ID 83353**

686 approximate square feet office  
1 restroom  
Unit has direct access to public streets

#### **208 N. Leadville Unit 100**

##### **Ketchum ID 83353**

1,220 approximate square feet, retail/office  
1 restroom.  
Unit has direct access to public streets

#### **208 N. Leadville Unit 2A**

##### **Ketchum ID 83353**

3,052 approximate square feet, including deck.  
3 Bedrooms, 3.5 bathrooms. 2 fireplaces  
Unit has direct access to common areas, parking areas and walkways which all have direct access to public streets.

#### **208 N. Leadville, Unit 2B**

##### **Ketchum ID 83353**

744 approximate square feet.  
1 bedroom, 1 bathroom.  
Unit has direct access to common areas, parking areas and walkways which all have direct access to public streets.

#### **208 N. Leadville Unit 3**

##### **Ketchum ID 83353**

3,948 approximate square feet, including deck.  
4 bedrooms, 4 bathrooms, 2 Fireplaces.  
Unit has direct access to common areas, parking areas and walkways which all have direct access to

EXHIBIT "C"

**DESCRIPTION OF ALLOCATED INTERESTS OF EACH UNIT**

Each Unit will be allocated interest by the calculations provided by the registered civil engineer. These interests shall be in the common elements, common expense liability, and votes in the 208 Leadville Condominium Association.

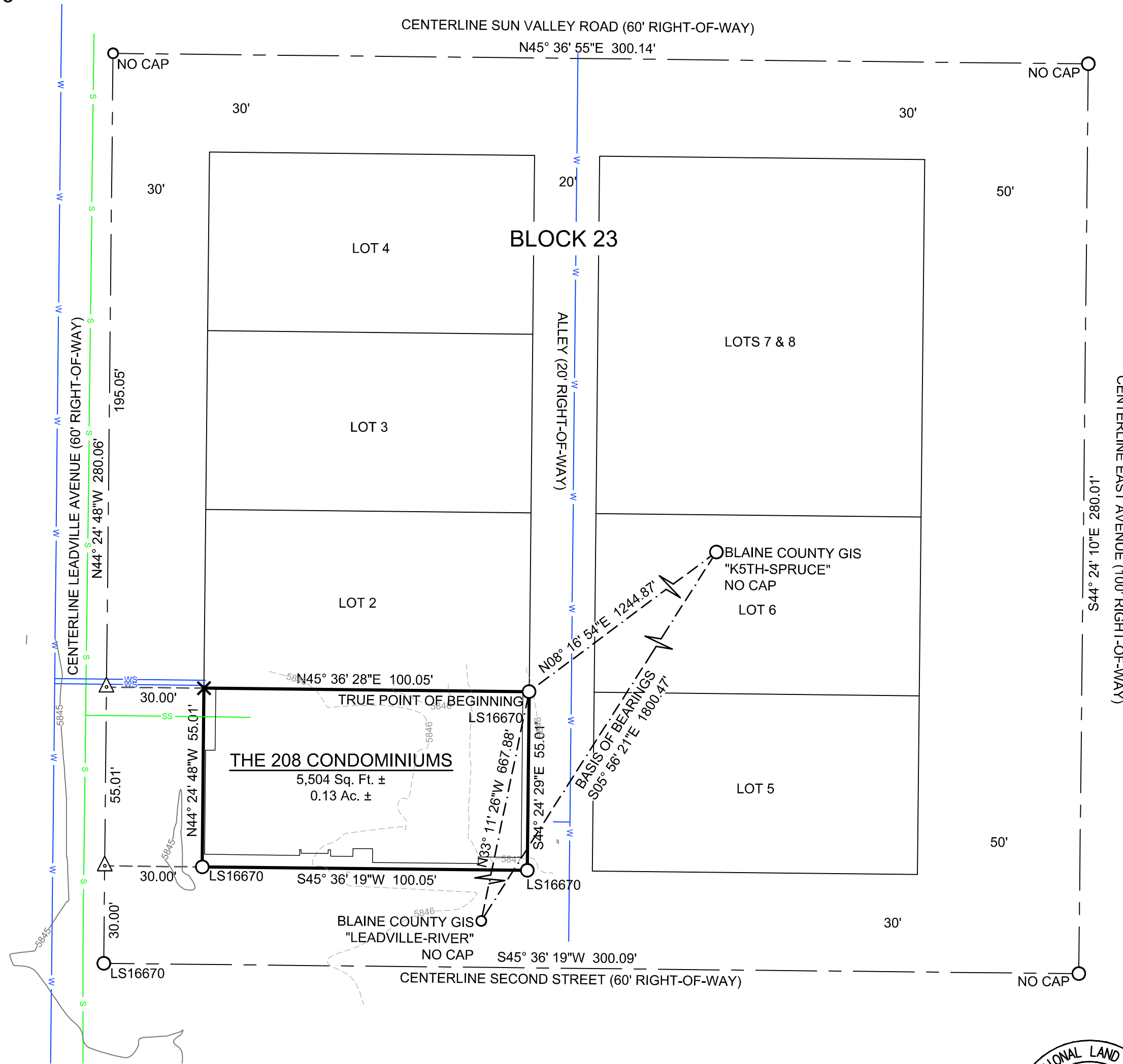
A PRELIMINARY CONDOMINIUM PLAT SHOWING  
**THE 208 CONDOMINIUMS**  
 WHEREIN LOT 1, BLOCK 23, KETCHUM TOWNSITE IS CONVERTED INTO CONDOMINIUMS  
 LOCATED WITHIN SECTION 18, T.4N., R.18E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
 OCTOBER 2022



**LEGEND**

	Property Line
	Adjoiner's Lot Line
	Centerline of Right of Way
	Building Footprint
	GIS Tie Line
	Survey Tie Line
	Water Main
	Water Service Line
	Sewer Main Line
	Sewer Service Line
	5' Contour Interval
	1' Contour Interval
	Found 5/8" Rebar
	Found 1/2" Rebar
	Found Magnetic Nail & Chiseled X
	Calculated Point, Nothing Set

SCALE: 1" = 30'



**SURVEY NARRATIVE & NOTES**

- The purpose of this survey is to show the monuments found during the boundary retracement of Lot 1, Block 23, Ketchum Townsite and to condominiumize said property as shown hereon. The boundary shown is based on found centerline monumentation, the Amended Record of Survey of Lot 1, Block 23, Ketchum Townsite, Instrument Number 682212, and the Official Map of the Village of Ketchum, Instrument No. 302967, both records of Blaine County, Idaho. All found monuments have been accepted. An additional document used in the course of this survey is the Record of Survey of Lot 1, Block 23, Ketchum Townsite, Instrument Number 673065, records of Blaine County, Idaho.
- 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, and the actual boundaries of the units in the buildings.
- A Title Commitment for the property has been issued by Stewart Title Guaranty Company, File Number 20378964, with a Date of Policy of August 31, 2020. Certain information contained in said title policy may not appear on this map or may affect items shown hereon. It is the responsibility of the owner or agent to review said title policy. All plottable encumbrances and easements listed in the title report are shown hereon. Review of specific documents is required, if further information is desired.
- Horizontal or sloping planes shown hereon are top of finished subfloor and bottom of finished ceiling; vertical planes are finished surfaces of interior walls. Some structural members extend into units, limited common areas and parking spaces.
- Property shown hereon is subject to terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided by applicable Condominium Law or the Condominium Declaration recorded under Instrument Number \_\_\_\_\_, records of Blaine County, Idaho. Consult the Condominium Declarations for the definition of common and limited common area.
- All area outside of units that is not designated as limited common is common area. areas of "common" or "limited common" are shown by diagram.
- Building ties are to the interior corners of unit walls. Elevation datum is NAVD 1988.
- 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.
- The current zoning is CC - Mixed Use. Refer to the City of Ketchum Zoning Ordinance for specific information about this zone.
- The owner of Lot 1 is 755 S Broadway LLC., 2667 S Tacoma Way, Tacoma, Washington 98409. 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

THE 208  
 CONDOMINIUMS

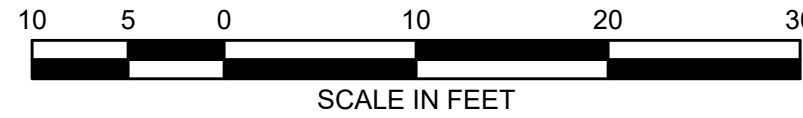
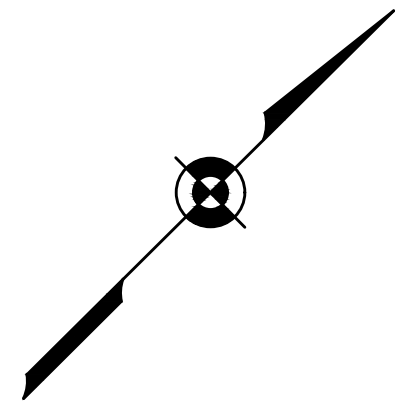
GALENA ENGINEERING, INC.  
 HAILEY, IDAHO

1 OF 4  
 Job No. 7000-03

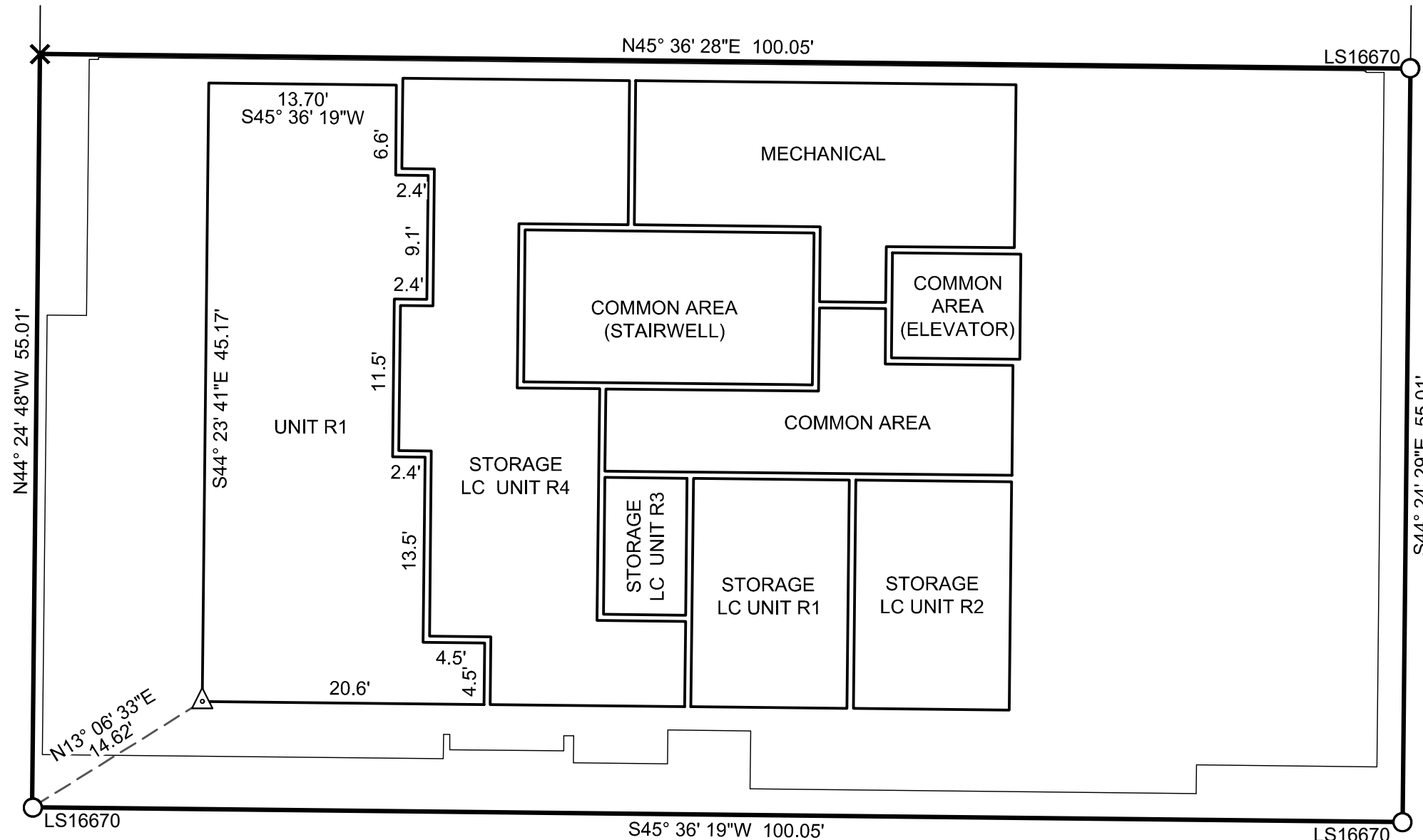


# A PRELIMINARY CONDOMINIUM PLAT SHOWING THE 208 CONDOMINIUMS

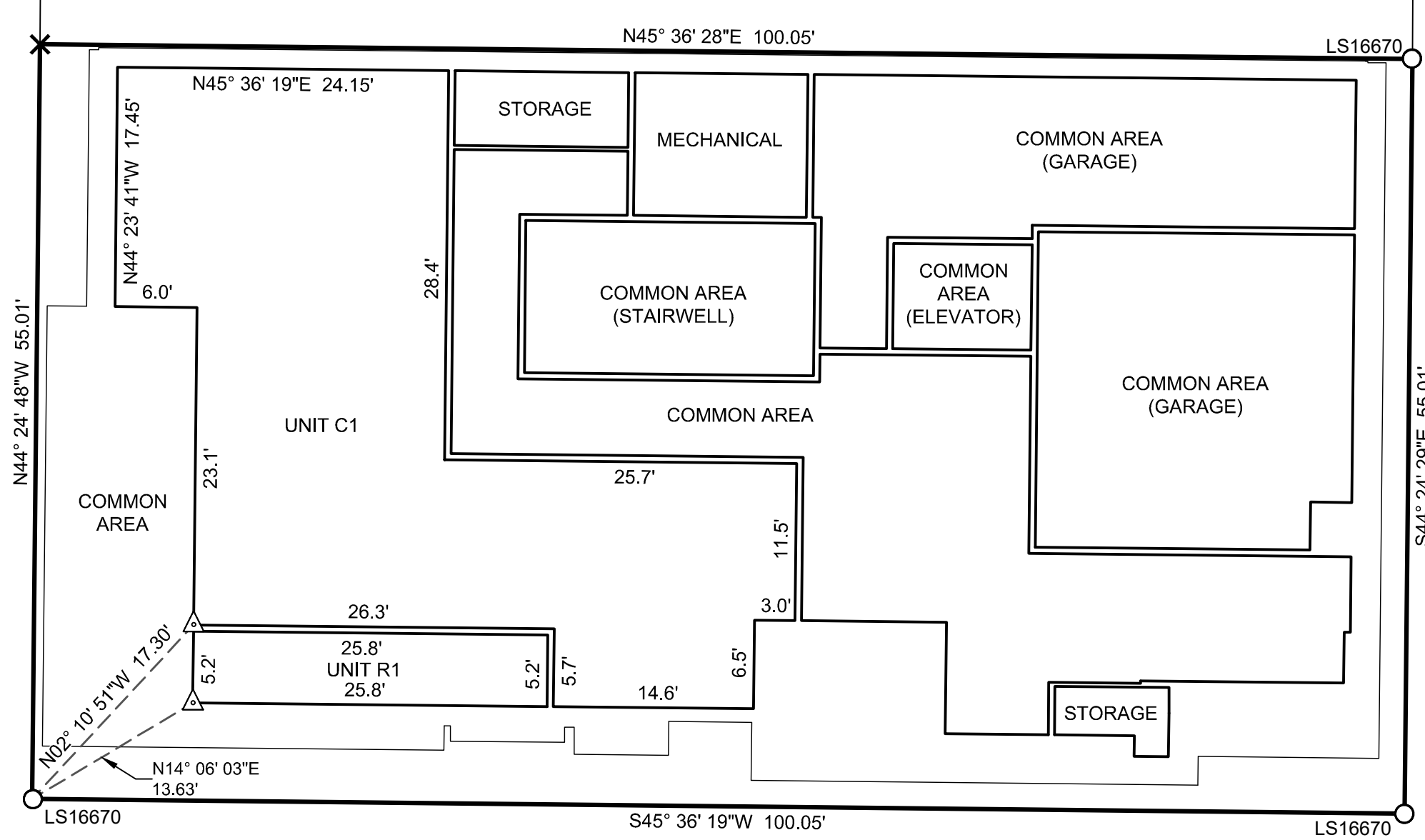
WHEREIN LOT 1, BLOCK 23, KETCHUM TOWNSITE IS CONVERTED INTO CONDOMINIUMS  
LOCATED WITHIN SECTION 18, T.4N., R.18E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
OCTOBER 2022



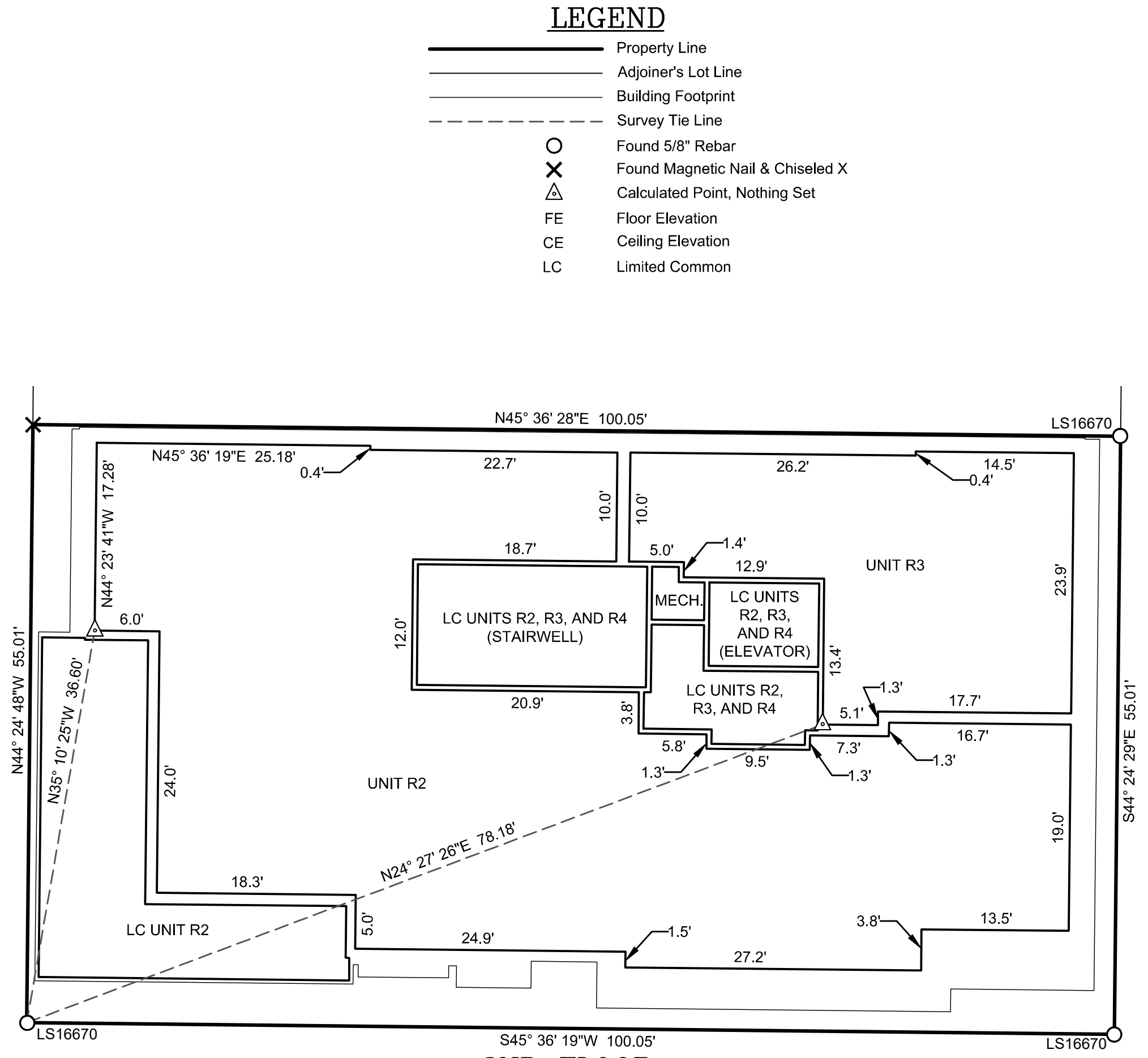
SCALE: 1" = 10'



**BASEMENT**  
FE = 5834.87'  
CE = 5844.38'



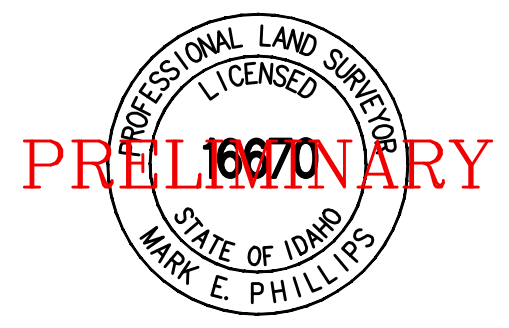
**1ST FLOOR**  
FE = 5846.22'  
CE = 5856.71'



**2ND FLOOR**  
FE = 5858.55'  
CE = 5869.54'

**LEGEND**

- Property Line
- Adjoiner's Lot Line
- Building Footprint
- - - Survey Tie Line
- Found 5/8" Rebar
- ✕ Found Magnetic Nail & Chiseled X
- △ Calculated Point, Nothing Set
- FE Floor Elevation
- CE Ceiling Elevation
- LC Limited Common



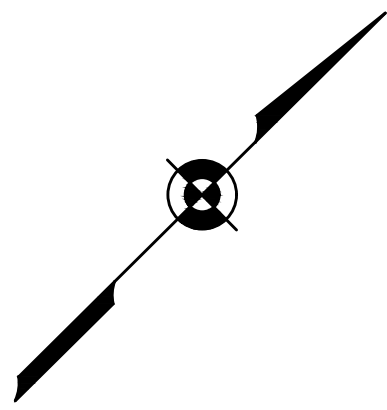
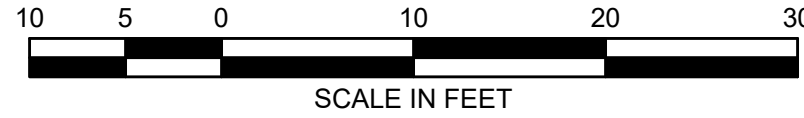
MARK E. PHILLIPS, P.L.S. 16670

THE 208  
CONDOMINIUMS  
  
GALENA ENGINEERING, INC.  
HAILEY, IDAHO  
  
2 OF 4  
Job No. 7000-03

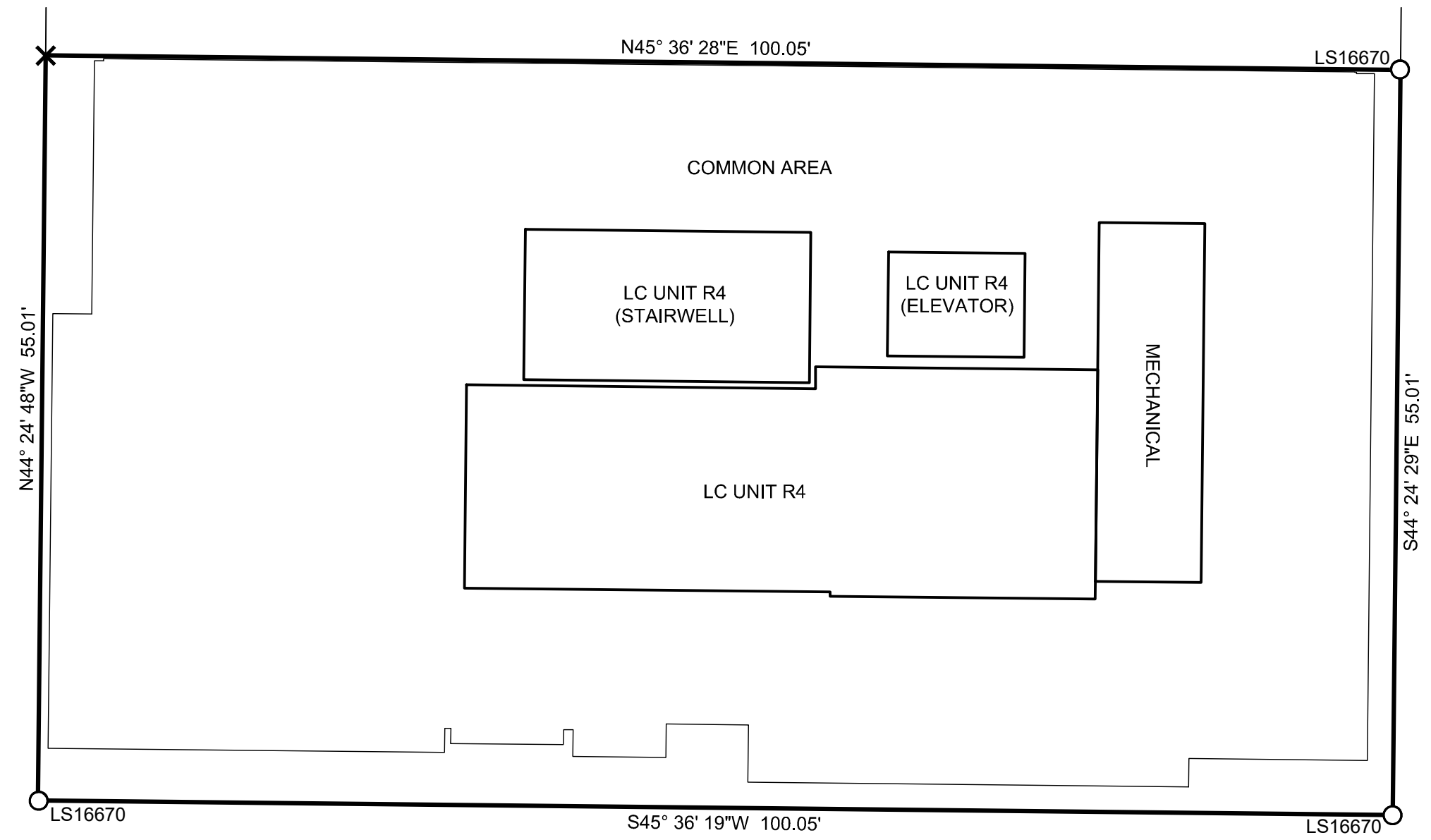
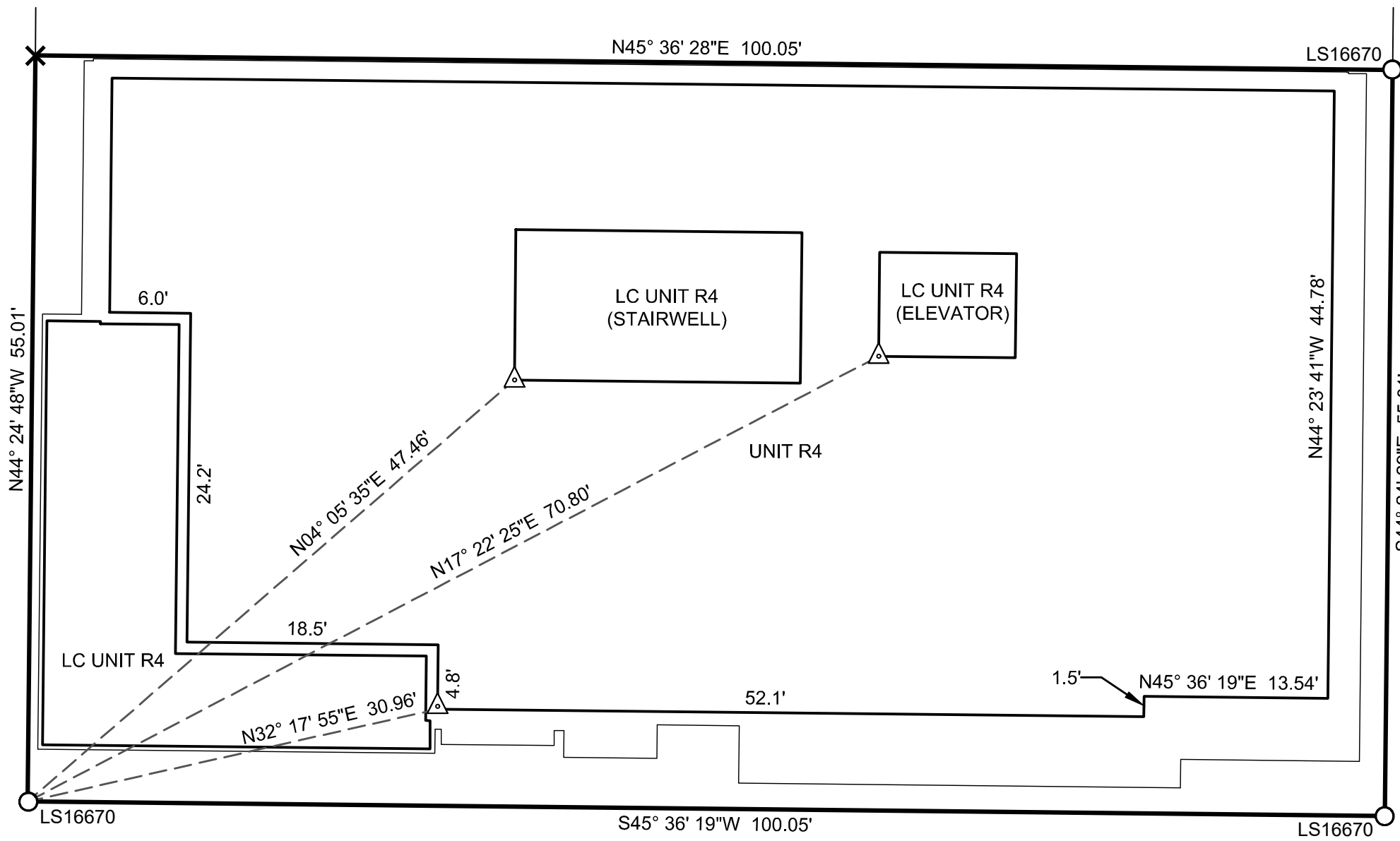
# A PRELIMINARY CONDOMINIUM PLAT SHOWING THE 208 CONDOMINIUMS

WHEREIN LOT 1, BLOCK 23, KETCHUM TOWNSITE IS CONVERTED INTO CONDOMINIUMS  
LOCATED WITHIN SECTION 18, T.4N., R.18E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO

OCTOBER 2022



SCALE: 1" = 10'



### LEGEND

- Property Line
- Adjoiner's Lot Line
- Building Footprint
- Survey Tie Line
- Found 5/8" Rebar
- Found Magnetic Nail & Chiseled X
- Calculated Point, Nothing Set
- FE Floor Elevation
- CE Ceiling Elevation
- LC Limited Common



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

THE 208  
CONDOMINIUMS

GALENA ENGINEERING, INC.  
HAILEY, IDAHO

3 OF 4  
Job No. 7000-03

**CERTIFICATE OF OWNERSHIP**

This is to certify that the undersigned are the owners in fee simple of the following described condominium property:

A parcel of land located within Section 18, T.4N., R.18E., B.M., City of Ketchum, Blaine County, Idaho, more particularly described as follows:

Lot 1, Block 23, Ketchum Townsite

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. I do hereby certify that all units within this condominium plat will be eligible to receive water service from an existing water distribution system and that the existing water distribution system has agreed in writing to serve all of units shown within this plat.

It is the intent of the owners to hereby include said condominium property in this plat.

755 S. Broadway LLC, An Idaho Limited Liability Company

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss

On this \_\_\_\_ day of \_\_\_\_\_, 2022, before me, a Notary Public in and for said State, personally appeared 755 S. Broadway LLC, known or identified to me to be the manager 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 \_\_\_\_\_

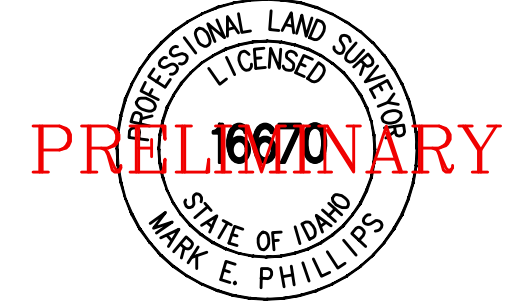
**PROJECT ENGINEER'S CERTIFICATE**

I, the undersigned, project engineer for 208 Condominiums, certify that the subdivision is in accordance with the City of Ketchum Subdivision standards.

\_\_\_\_\_  
Jeff C. Loomis, PE 7986, Galena Engineering, INC

**SURVEYOR'S CERTIFICATE**

I, Mark E. Phillips, a duly Licensed Professional Land Surveyor in the State of Idaho, do hereby certify that this plat is a true and accurate map of the land and points surveyed under my direct supervision and that it is in accordance with the Idaho State Code relating to Plats, Surveys, and Condominiums and the Corner Perpetuation and Filing Act, 55-1601 through 55-1612.



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

**BLAINE COUNTY SURVEYOR'S APPROVAL**

I, Sam Young County Surveyor for Blaine County, Idaho, do hereby certify that I 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 to Plats and Surveys.

\_\_\_\_\_  
Sam Young, P.L.S. 11577  
Blaine County Surveyor

**KETCHUM CITY COUNCIL CERTIFICATE**

I, the undersigned, City Clerk, in and for the City of Ketchum, Blaine County, Idaho, do hereby certify that at a regular meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2022, this plat was duly accepted and approved.

\_\_\_\_\_  
Tara Fenwick, City Clerk, City of Ketchum

**KETCHUM CITY ENGINEER CERTIFICATE**

I, the undersigned, City Engineer in and for the City of Ketchum, Blaine County, Idaho, do hereby approve this plat on this \_\_\_\_ day of \_\_\_\_\_, 2022, and certify that it is in accordance with the City of Ketchum subdivision ordinance.

\_\_\_\_\_  
Sherri Newland, City Engineer, City of Ketchum

**KETCHUM CITY PLANNER CERTIFICATE**

I, the undersigned, Planner in and for the City of Ketchum, Blaine County, Idaho, do hereby approve this plat on this \_\_\_\_ day of \_\_\_\_\_, 2022, and certify that it is in accordance with the City of Ketchum subdivision ordinance.

\_\_\_\_\_  
Morgan Landers, City of Ketchum

**BLAINE 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 subdivision have been paid in full. This certification is valid for the next thirty (30) days only.

\_\_\_\_\_  
Blaine County Treasurer

\_\_\_\_\_  
Date

**BLAINE COUNTY RECORDER'S CERTIFICATE**

THE 208  
CONDOMINIUMS

GALENA ENGINEERING, INC.  
HAILEY, IDAHO

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Job No. 7000-03



THE 208 CONDOMINIUMS – 200 N LEADVILLE AVE

ZONING AND DIMENSIONAL STANDARDS ANALYSIS

Compliant			Ketchum Municipal Code Standards and Staff Comments	
Yes	No	N/A	KMC §	Standards and Staff Comments
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>17.12.030</b>	<b>Minimum Lot Area</b>
			<b>Staff Comments</b>	<p><b>Permitted:</b> 5,500 square feet</p> <p><b>Proposed:</b> 5,504 square feet</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>17.12.030</b>	<b>FAR or Lot Coverage</b>
			<b>Staff Comments</b>	<p><b>Permitted FAR:</b> 1.0</p> <p><b>Permitted FAR with Community Housing:</b> 2.25</p> <p><b>Floor Area, Gross:</b> The sum of the horizontal area of the building measured along the outside walls of each floor of a building or portion of a building, including stair towers and elevators on the ground floor only, and 50 percent of atriums over 18 feet plate height, but not including basements, underground parking areas or open unenclosed decks. Parking areas covered by a roof or portion of the building and enclosed on three or more sides by building walls are included. Four parking stalls for developments on single Ketchum Town Site lots of 5,600 square feet in size or less are not included in the gross floor area calculation.</p> <p><b>Proposed:</b></p> <p>Gross Square Footage – 11,663 SF (Per Sheet A0.3) - 11,015 sq ft (reduction of 648 square feet for four stalls that are 9 x 18 feet)</p> <p>Total Lot Area – 5,504 SF</p> <p>FAR – 2.0</p>



City of Ketchum  
Planning & Building

				<p>Community Housing Mitigation Calculation:          Permitted Gross Square Feet (1.0 FAR): 5,504 SF          Proposed Gross Square Feet: 11,015 SF with parking reduction          Increase Above Permitted FAR: 5,511 SF          20% of Increase: 1,102 SF          Net Livable (15% Reduction): 937 SF          Community Housing in-lieu fee of \$421,650. See approved FAR Exceedance Agreement #22811.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>17.12.030</b>	<p><b>Minimum Building Setbacks</b></p> <p><b>Staff Comments</b></p> <p>Front (N Leadville Ave/west): 5 feet average          Side (Interior/north): 0 feet          Side (Street Side/south): 5 feet average as this frontage is considered "street side"          Rear (Alley/east): 3 feet</p> <p>The calculated the average setback for front and street sides, the length of the façade at each level is measured and multiplied by five to determine the minimum required square footage of setback for the façade at that level. To calculate compliance with the minimum requirement, the total square footage of proposed setback for the same facade is measured.</p> <p>0 feet - Cantilevered decks and overhangs</p> <p>10 feet - Non-habitable structures, fixed amenities, solar and mechanical equipment affixed to a roof from all building facades for all projects except for projects where 100% of the residential units are community or workforce housing.</p> <p><b>Proposed:</b>          As shown on Sheet A0.3, the majority of the building on N Leadville Ave and 2<sup>nd</sup> Street are set back 5 feet with some portions of the façade wall closer to the property line.</p>



City of Ketchum  
Planning & Building

				<p>Front (N Leadville Ave/west): 13.4 feet average, cantilevered decks project almost to the property line where 0 foot setback is permitted</p> <p>Side (Interior/north): 0 feet</p> <p>Side (2<sup>nd</sup> Street - Street Side/south): 10.26 feet average, cantilevered decks project almost to the property line where 0 foot setback is permitted</p> <p>Rear (Alley/east): 3 feet</p> <p>Roof Elements: As shown on Sheet L1.01, all roof elements are set back from the building façade at least 10 feet at all points. This includes the fixed pergola, landscape planters, seating areas, mechanical equipment, elevator and stairwell overrun. The solar panels do not project above the parapet wall of the building therefore they do not need to be set back 10 feet.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>17.12.030</b>	<p><b>Building Height</b></p> <p><b>Permitted:</b> 42 feet</p> <p><b>Staff Comments</b> Height of building/CC District: The greatest vertical distance of a building in the community core district measured by determining the average elevation of the front property line and rear property line. Draw a line from the average front or rear elevation up to the maximum building height allowed, and then draw a line at that height parallel to the front or rear property line. The resulting line establishes the highest elevation of the front or rear facade. The front or rear facade shall not extend above this line. Side facades may be stepped up or down to transition from the highest elevation of the front facade height to the highest elevation of the rear facade. One or multiple steps along the side facades are allowed, except no step shall occur within 40 feet of the front elevation or within 35 feet of the rear facade. The City shall establish the elevation points used to calculate the average elevation of the front and rear property lines (see illustration A on file in the office of the City Clerk).</p> <p>Cantilevered decks and overhangs: 8 feet above walking surface</p> <p>Non-habitable structures located on building roof tops: 10 feet max above top of roof (top of parapet)</p> <p>Perimeter walls enclosing roof top deck and structures: 4 feet above roof surface height</p> <p>Roof top solar and mechanical equipment above roof surface: 5 feet</p>



City of Ketchum  
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				<p><b>Proposed:</b> As shown on Sheets A4.0, the total building height on the N Leadville Ave side is 42 feet. The subject property slopes downward from the alley to N Leadville Ave. The building height on the alley side of the building is 40 feet 8 inches.</p> <p>Cantilevered decks and overhangs: 11 feet as shown on Sheet A4.1 Non-habitable structures located on building roof tops: As shown on Sheets A4.0 and A4.1, the elevator and stairwell overrun and pergola are approximately 8 feet above the top of the parapet Perimeter walls enclosing roof top deck and structures: the rooftop deck is surrounded by landscape planters and guardrails that are 3 feet 6 inches in height Roof top solar and mechanical equipment above roof surface: As shown on Sheet A5.3, the solar equipment projects approximately 9 inches from the roof surface. Sheet A4.0 shows the height of the screening for rooftop equipment to be 5 feet and mechanical equipment will not surpass this height.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>17.125.030H</b>	<p><b>Curb Cut</b></p> <p><b>Staff Comments</b></p> <p><b>Permitted:</b> 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><b>Proposed:</b> The subject property has two street frontages, one along N Leadville Ave and the other along 2nd Street. All access to proposed off street parking is being accessed from an alley and therefore no street frontage is devoted to access off street parking.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>17.125.040</b>	<p><b>Parking Spaces</b></p> <p><b>Staff Comments</b></p> <p><b>Permitted:</b> For residential multi-family dwelling units in the Community Core Units 750 square feet or less – 0 spaces Units 751 SF to 2,000 SF – minimum of 1 space Units 2,001 SF and above – minimum of 2 spaces</p>



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				<p>Retail spaces less than 5,500 SF are exempt from parking requirements in the Community Core</p> <p>The project proposes a total of 4 dwelling units:</p> <ul style="list-style-type: none"><li>• One dwelling unit in the basement – 704 net square feet (NSF) - no parking required</li><li>• Two dwelling units on the second floor – 749 NSF and 2,587 NSF (Unit 2) – two spaces required</li><li>• One dwelling unit on the third floor – 3,514 NSF (Unit 4) – two spaces required</li></ul> <p>A total of 4 off-street parking spaces are required for the project.</p> <p>Bicycle parking: One bicycle rack capable of holding two bicycles is required for every four parking spaces required.</p> <p><b>Proposed:</b> As shown on Sheet A0.1, the project proposes a total of four parking spaces, a two-car tandem parking space within a garage for Unit 2 and a two-car side-by-side garage for Unit 4. One bicycle rack is provided between the entrance to the basement residential unit and the main entrance to the building on 2<sup>nd</sup> Street.</p>
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City of Ketchum  
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**THE 208 CONDOMINIUMS – 200 N LEADVILLE AVE**

**DESIGN REVIEW STANDARDS ANALYSIS**

<b>17.96.060.A.1 - Streets</b>	<b>Conformance</b>
<i>The applicant shall be responsible for all costs associated with providing a connection from an existing City street to their development.</i>	YES
<p><b>Finding:</b> The development is at the corner of N Leadville Ave and 2<sup>nd</sup> Street, two existing public rights-of-way. The development proposes to bring both rights-of-way up to city standards by replacing the existing nonconforming sidewalks, provide curb and gutter, and improve the alley to meet standards and provide for adequate drainage. The development proposes walkways the full length of the building from the property line to ensure direct pedestrian access from all building entrances to the sidewalks. All improvements to the right-of-way and walkways to the right-of-way improvements are at the expense of the applicant.</p>	

<b>17.96.060.A.2 - Streets</b>	<b>Conformance</b>
<i>All street designs shall be approved by the City Engineer.</i>	YES – condition
<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.</p>	

<b>17.96.060.B.1 - Sidewalks</b>	<b>Conformance</b>
<i>All projects under subsection 17.96.010.A of this chapter that qualify as a "substantial improvement" shall install sidewalks as required by the Public Works Department.</i>	YES
<p><b>Finding:</b> KMC 17.124.140 outlines the zone districts where sidewalks are required when substantial improvements are made, which include the CC, all tourist zone districts, and all light industrial districts. As the project is within the CC-2 zone district, sidewalks are required and proposed.</p>	

<b>17.96.060.B.2 - Sidewalks</b>	<b>Conformance</b>
<i>Sidewalk width shall conform to the City's right-of-way standards, however the City Engineer may reduce or increase the sidewalk width and design standard requirements at their discretion.</i>	YES Condition
<p><b>Finding:</b> The project plans provided the details of the sidewalks for review by the City Engineer. Preliminary review of the project plans indicates that all city right-of-way standards</p>	

for width and construction are met. Final review of all improvements to the right-of-way will be completed prior to issuance of a building permit for the project.

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>	N/A
<p><b>Finding:</b> The applicant has not requested, nor has the City Engineer granted a waiver to the sidewalk requirement for the project.</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>	YES
<p><b>Finding:</b> As shown on the project plans, the project proposes new sidewalks to be placed the full length of the subject property along N Leadville Ave and 2<sup>nd</sup> Street.</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>	YES
<p><b>Finding:</b> There are existing sidewalks along the subject property connecting to existing sidewalks to the north and east. The development proposes to replace the existing nonconforming 5-foot sidewalks on both N Leadville Ave and 2<sup>nd</sup> Street. The new 8-foot sidewalks will taper and connect to the existing sidewalks to the north and east. There will be direct pedestrian access from the entrances and exits to the building to the new sidewalks as shown in the project plans.</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</i></p>	N/A

<i>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>	
<b>Finding:</b> The applicant has not requested relief from the requirement to construct sidewalks nor has the City granted any such request.	

<b>17.96.060.C.1 - Drainage</b>	<b>Conformance</b>
<i>All stormwater shall be retained on site.</i>	YES
<b>Finding:</b> The project proposes a series of roof drains, drywells, and catch basins to manage onsite stormwater. Per the project plans, all stormwater is being retained on site.	

<b>17.96.060.C.2 - Drainage</b>	<b>Conformance</b>
<i>Drainage improvements constructed shall be equal to the length of the subject property lines adjacent to any public street or private street.</i>	YES Condition
<b>Finding:</b> As shown on the project plans, all stormwater is retained on-site. The project proposes to construct right-of-way improvements the length of the subject property, including curb and gutter and other drainage infrastructure, along N Leadville Ave and 2 <sup>nd</sup> Street. The project also proposes drainage infrastructure in the alley behind the subject property for the full length of the subject property. Final design of drainage infrastructure will be reviewed and approved by the City Engineer prior to building permit issuance.	

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

<b>17.96.060.C.4 - Drainage</b>	<b>Conformance</b>
<i>Drainage facilities shall be constructed per City standards.</i>	YES Condition
<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.	

<b>17.96.060.D.1 - Utilities</b>	<b>Conformance</b>
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<i>All utilities necessary for the development shall be improved and installed at the sole expense of the applicant.</i>	YES
<p><b>Finding:</b> All project costs associated with the development, including 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. The subject property was previously served by an above ground power line to a power pole on-site. At the owner's expense, the overhead line and power pole have already been removed. The development will be served by power from below grade power lines to an on-site transformer as shown on the project plans.</p>	

<b>17.96.060.D.2 - Utilities</b>	<b>Conformance</b>
<i>Utilities shall be located underground and utility, power, and communication lines within the development site shall be concealed from public view.</i>	NO
<p><b>Finding:</b> Per the project plans, all necessary utilities are underground. However, the transformer is adjacent to the public sidewalk and not adequately screened from public view.</p>	

<b>17.96.060.D.3 - Utilities</b>	<b>Conformance</b>
<i>When extension of utilities is necessary all developers will be required to pay for and install two-inch SDR11 fiber optical conduit. The placement and construction of the fiber optical conduit shall be done in accordance with City of Ketchum standards and at the discretion of the City Engineer.</i>	N/A
<p><b>Finding:</b> The location of the subject property is already served by fiber optical and therefore no conduit is required in this location.</p>	

<b>17.96.060.E.1 – Compatibility of Design</b>	<b>Conformance</b>
<i>The project's materials, colors and signing shall be complementary with the townscape, surrounding neighborhoods and adjoining structures.</i>	YES
<p><b>Finding:</b> The surrounding neighbors and adjoining structures have a wide variety of materials and colors. Most of the structures adjacent to the subject property, or directly across the street, are one-story single-family residence type buildings with pitched roofs and white or lightly colored horizontal siding. However, further north along N Leadville Ave on the same block, the materials and color palette shift to brick, darker accent colors such as red or green, and flat roofs such as the building with the Cellar Pub. The building at the corner of N Leadville and Sun Valley Rd has brick, light colored stucco, and red accents. Although the proposed development does not mimic the light-colored horizontal materials of immediately adjacent properties, the proposed materials of darker brick, and black metal accents on the balconies are complementary to the buildings on N Leadville Ave. The building also includes a</p>	

lighter colored accent wall along 2<sup>nd</sup> Street that ties the building's color palette to the surrounding properties and lightens the buildings feel where there are no windows.

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

17.96.060.E.3 – Compatibility of Design	Conformance
<i>Additions to existing buildings, built prior to 1940, shall be complementary in design and use similar material and finishes of the building being added to.</i>	N/A
<b>Finding:</b> The subject property is vacant therefore this standard does not apply.	

17.96.060.F.1 – Architectural	Conformance
<i>Building(s) shall provide unobstructed pedestrian access to the nearest sidewalk and the entryway shall be clearly defined.</i>	YES
<b>Finding:</b> The project includes primary entrances to the retail on both N Leadville Ave and 2 <sup>nd</sup> Street. Additionally, there are entrances to the residential units on 2 <sup>nd</sup> Street. All entrances have direct access to the sidewalk. All entrances are identifiable with architectural elements, particularly the elements on 2 <sup>nd</sup> Street where there is a recessed entrance to the upper floor units and a single entrance articulated with architectural detailing around the door for the basement residence.	

17.96.060.F.2 – Architectural	Conformance
<i>The building character shall be clearly defined by use of architectural features.</i>	YES
<b>Finding:</b> The building character mimics that of historic brick buildings with balconies that stretch for a significant length of the building. The windows have a subtle curvature at the top which is also a characteristic of more ornate historic brick buildings. Some examples in Ketchum include the buildings where Enoteca, Sun Valley Culinary, and the Sawtooth Club are located.	

17.96.060.F.3 – Architectural	Conformance
<i>There shall be continuity of materials, colors and signing within the project.</i>	YES

**Finding:** The project uses a consistent set of materials including multiple shades of brick, black metal accents, and lighter wood siding under the balconies. The signage for the project is minimal and does not deter from the architectural characteristics of the building. Signage is primarily wall mounted signage and window decals as shown on the elevations in the project plans.

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> The proposed balconies are of a material that contrasts but compliments the two tones of brick on the facades of the building. The rooftop deck proposes a wood pergola and metal landscape planters that complement the other materials of 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 development implements a variety of features that successfully minimize the appearance of bulk and flatness on the primary facades of the building. Features include setback facades with cantilevered balconies, setback roof projection above the third floor balcony on N Leadville Ave, three dimensional trim features at each floor of the building, and material changes from the base of the building to the top on the 2<sup>nd</sup> Street side of the building. The only façade without these features is the north façade which is the interior lot line. On this façade the development proposes a horizontal banding treatment with different color brick.</p>	

17.96.060.F.6 – Architectural	Conformance
<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, however, as a corner lot, the building should orient to both N Leadville and 2<sup>nd</sup> Street. The development orients to N Leadville ave very effectively with cantilevered balconies, main entrance to the retail space, and landscape planters that anchor the building. Additionally, the ground floor retail space includes storefront windows along N Leadville Ave that extend around the corner to the 2<sup>nd</sup> Street side. However, the cadence of the storefront windows are somewhat disrupted by the stairwell entrance to the basement level residential unit.</p>	

17.96.060.F.7 – Architectural	Conformance
<i>Garbage storage areas and satellite receivers shall be screened from public view and located off alleys.</i>	YES

**Finding:** As shown on the project plans, the garbage area is in the rear of the building, in an enclosed storage room with a roll up door for access and service.

17.96.060.F.8 – Architectural	Conformance
<i>Building design shall include weather protection which prevents water to drip or snow to slide on areas where pedestrians gather and circulate or onto adjacent properties.</i>	YES
<p><b>Finding:</b> As shown on the project plans, the roof plan for the project includes flat roofs at an angle that causes water to drain toward a series of roof drains along the interior of the roof. Cantilevered decks integrate with roof drain systems for any water or snow accumulation. Based on the design of drainage facilities and roof design, no water or snow will enter onto adjacent properties.</p>	

17.96.060.G.1 – Circulation Design	Conformance
<i>Pedestrian, equestrian and bicycle access shall be located to connect with existing and anticipated easements and pathways.</i>	YES
<p><b>Finding:</b> The project is fully connected by crosswalks with the existing sidewalk system. There are no regional trails, other anticipated easements, or pathways other than the sidewalk system</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
<p><b>Finding:</b> The development does not propose any awnings over public sidewalks.</p>	

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
<p><b>Finding:</b> Vehicle traffic accesses the site from the alley between N Leadville Ave and East Ave. Following required improvements to the alley, the access will be adequate to enter or exit the project safely. Bicycle and pedestrian circulation will primarily be in and out of the front of the project along 2<sup>nd</sup> Street.</p>	

17.96.060.G.4 – Circulation Design	Conformance
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<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 a corner lot, however, alley access points for garages in the Community Core are not considered curb cuts or driveways, therefore this standard does not apply.	

<b>17.96.060.G.5 – Circulation Design</b>	<b>Conformance</b>
<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> With the right-of-way improvements proposed, access for emergency vehicles, snowplows, and garbage trucks will be enhanced as access to the property will be achievable from all sides. The enclosed garages and garbage handling area is such that vehicles will not overhang into the alley and garbage receptacles will be returned to their storage area immediately following service. There is direct access to the building from the alley, N Leadville Ave, and 2 <sup>nd</sup> Street in case of emergencies.	

<b>17.96.060.H.1 – Snow Storage</b>	<b>Conformance</b>
<i>Snow storage areas shall not be less than 30 percent of the improved parking and pedestrian circulation areas.</i>	N/A
<b>Finding:</b> The project proposes heated pavers for the pedestrian areas between the building and pedestrian sidewalks per the project plans, therefore, no on-site snow storage is required.	

<b>17.96.060.H.2 – Snow Storage</b>	<b>Conformance</b>
<i>Snow storage areas shall be provided on site.</i>	N/A
<b>Finding:</b> As discussed above, no on-site snow storage is required as snowmelt is proposed.	

<b>17.96.060.H.3 – Snow Storage</b>	<b>Conformance</b>
<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>	N/A
<b>Finding:</b> As discussed above, no on-site snow storage is required as snowmelt is proposed.	

<b>17.96.060.H.4 – Snow Storage</b>	<b>Conformance</b>
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<i>In lieu of providing snow storage areas, snowmelt and hauling of snow may be allowed.</i>	N/A
<b>Finding:</b> As discussed above, no on-site snow storage is required as snowmelt is proposed.	

<b>17.96.060.1.1 – Landscaping</b>	<b>Conformance</b>
<i>Landscaping is required for all projects.</i>	YES
<b>Finding:</b> The development proposes landscaping for the project as shown on the project plans including landscape planter beds and street trees.	

<b>17.96.060.1.2 – Landscaping</b>	<b>Conformance</b>
<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 street trees and planter boxes with low lying shrubs and tall grasses, primarily on the west and south facing sides of the building. The landscape plan adds interest to the street by providing autumn blaze maples which are vibrant during the fall. These vegetation types are found in many areas of the community core including 4 <sup>th</sup> Street, Sun Valley Rd, and East Ave. Having similar streetscape throughout the community core provides visitors with a sense of place reinforcing where they are in the community.	

<b>17.96.060.1.3 – Landscaping</b>	<b>Conformance</b>
<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 plantings are drought tolerant and common for the area.	

<b>17.96.060.1.4 – Landscaping</b>	<b>Conformance</b>
<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 proposed land uses are complimentary to the surrounding area, therefore substantial buffer between the proposed development and surrounding properties is not encouraged. The development does not include any surface parking lots that need screening with vegetation. The building is setback 5 feet from the property boundary which expands the pedestrian realm. This area is where the landscape planters are proposed which enhances the pedestrian experience and creates a softening of the building.	

17.96.060.J.1 – Public Amenities	Conformance
<p><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></p>	<p>YES</p>
<p><b>Finding:</b> The development proposes street trees which have been approved by the Public Works Director. Trash receptacles, benches, and bike racks are proposed on the subject property, not within the right-of-way.</p>	

17.96.060.K.1 – Underground Encroachments	Conformance
<p><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></p>	<p>N/A</p>
<p><b>Finding:</b> The development does not propose any below grade structures.</p>	

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

**FINDINGS REGARDING DESIGN REVIEW STANDARDS – COMMUNITY CORE**

17.96.070.A.1 – Streets	Conformance
<p><i>Street trees, streetlights, street furnishings, and all other street improvements shall be installed or constructed as determined by the Public Works Department.</i></p>	<p>YES Condition</p>
<p><b>Finding:</b> The development includes benches, bike racks, and trash receptacles on the subject property. Within the right-of-way, the development proposes street trees along N Leadville Ave and 2<sup>nd</sup> Street, snowmelt sidewalks, a new fire hydrant, and three streetlights. Final review and approval of all right-of-way improvements will be conducted at the time of building permit.</p>	

17.96.070.A.2 – Streets	Conformance
<i>Street trees with a minimum caliper size of three inches, shall be placed in tree grates.</i>	YES
<b>Finding:</b> As shown in the project plans, street trees proposed are 3” caliper, include tree grates, and will be installed using Silva Cell installation requirements.	

17.96.070.A.3 – Streets	Conformance
<i>Due to site constraints, the requirements of this subsection A may be modified by the Public Works Department.</i>	YES
<b>Finding:</b> No modifications to these requirements have been made. The Public Works Department has provided directions as to the location of improvements in the right-of-way.	

17.96.070.B.1 - Architectural	Conformance
<i>Facades facing a street or alley or located more than five feet from an interior side property line shall be designed with both solid surfaces and window openings to avoid the creation of blank walls and employ similar architectural elements, materials, and colors as the front facade.</i>	YES
<b>Finding:</b> As outlined above, the development employs a variety of architectural materials and features to avoid the creation of blank walls and reduce bulk and mass. The only wall with limited undulation and material variation is the north façade which is located on an interior lot line and not set back more than 5 feet. The development proposes horizontal banding with varied material colors to lessen the perceived height of the building and break up the blank wall.	

17.96.070.B.2 - Architectural	Conformance
<i>For nonresidential portions of buildings, front building facades and facades fronting a pedestrian walkway shall be designed with ground floor storefront windows and doors with clear transparent glass. Landscaping planters shall be incorporated into facades fronting pedestrian walkways.</i>	YES
<b>Finding:</b> The development includes ground floor retail that fronts N Leadville Ave and 2 <sup>nd</sup> Street. The building includes significant storefront windows on the N Leadville Ave frontage that wrap around the first half of the building on the 2 <sup>nd</sup> Street side. One landscape planter is located on N Leadville Ave with two more on 2 <sup>nd</sup> Street.	

17.96.070.B.3 - Architectural	Conformance
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<i>For nonresidential portions of buildings, front facades shall be designed to not obscure views into windows.</i>	YES
<b>Finding:</b> The development does not include features that would obscure views into windows. On the N Leadville side of the building, the landscape planter includes low lying shrubs and grasses as an accent to the windows rather than an obstruction.	

<b>17.96.070.B.4 - Architectural</b>	<b>Conformance</b>
<i>Roofing forms and materials shall be compatible with the overall style and character of the structure. Reflective materials are prohibited.</i>	YES
<b>Finding:</b> The roof form and material is like that of the rest of the building. The roof form is flat, compatible with the horizontal cantilevered decks. The roof soffit is proposed to be a lighter color wood siding which will be a nice complement to the lighter tones in the brick. No reflective materials are proposed.	

<b>17.96.070.B.5 - Architectural</b>	<b>Conformance</b>
<i>All pitched roofs shall be designed to sufficiently hold all snow with snow clips, gutters, and downspouts.</i>	N/A
<b>Finding:</b> The project does not include pitched roofs.	

<b>17.96.070.B.6 - Architectural</b>	<b>Conformance</b>
<i>Roof overhangs shall not extend more than three feet over a public sidewalk. Roof overhangs that extend over the public sidewalk shall be approved by the Public Works Department.</i>	N/A
<b>Finding:</b> Roof overhangs are not proposed to encroach into the public right-of-way or over the sidewalk.	

<b>17.96.070.B.7 - Architectural</b>	<b>Conformance</b>
<i>Front porches and stoops shall not be enclosed on the ground floor by permanent or temporary walls, windows, window screens, or plastic or fabric materials.</i>	YES
<b>Finding:</b> The building does not have a traditional front porch or stoop, however, due to the topography of the site, the finished floor of the building is set slightly higher than the sidewalk on the N Leadville Ave side, creating a stepped entrance to the building that somewhat functions like a stoop. The stepped up area is not enclosed by any walls, fences, or other screening materials.	

<b>17.96.070.C.1 – Service Areas and Mechanical/Electrical Equipment</b>	<b>Conformance</b>
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<i>Trash disposal areas and shipping and receiving areas shall be located within parking garages or to the rear of buildings. Trash disposal areas shall not be located within the public right-of-way and shall be screened from public views.</i>	YES
<b>Finding:</b> The trash disposal area for the project is located in the rear of the building within a fully enclosed portion of the building not visible by the public. The dumpster is located on an automatic roller which enters the alley during trash servicing and retracts to its original location within the building once the servicing is complete.	

<b>17.96.070.C.2 – Service Areas and Mechanical/Electrical Equipment</b>	<b>Conformance</b>
<i>Roof and ground mounted mechanical and electrical equipment shall be fully screened from public view. Screening shall be compatible with the overall building design.</i>	NO
<b>Finding:</b> As shown on the project plans, the roof mounted mechanical equipment and solar panels are setback from the roof parapet as required by the Ketchum Municipal Code. Mechanical equipment on the roof will be screened with a 5-foot max perforated metal screen. The same screen is proposed to screen the ground mounted transformer at the rear of the property on 2 <sup>nd</sup> Street at the alley. Staff has concerns related to the location and screening of the transformer as the equipment is not fully screened from public view and located adjacent to a public sidewalk.	

<b>17.96.070.D.1 - Landscaping</b>	<b>Conformance</b>
<i>When a healthy and mature tree is removed from a site, it shall be replaced with a new tree. Replacement trees may occur on or off site.</i>	N/A
<b>Finding:</b> No trees exist on the subject property therefore replacement trees are not required.	

<b>17.96.070.D.2 - Landscaping</b>	<b>Conformance</b>
<i>Trees that are placed within a courtyard, plaza, or pedestrian walkway shall be placed within tree wells that are covered by tree grates.</i>	YES
<b>Finding:</b> All street trees proposed are within tree grates and must be installed using Silva Cell installation requirements.	

<b>17.96.070.D.3 - Landscaping</b>	<b>Conformance</b>
<i>The City arborist shall approve all parking lot and replacement trees.</i>	N/A
<b>Finding:</b> No replacement trees or parking lot trees are proposed for the development therefore this standard does not apply.	

17.96.070.E.1 – Surface Parking Lots	Conformance
<i>Surface parking lots shall be accessed from off the alley and shall be fully screened from the street.</i>	N/A
<b>Finding:</b> The development does not propose surface parking lots therefore this standard does not apply.	

17.96.070.E.2 – Surface Parking Lots	Conformance
<i>Surface parking lots shall incorporate at least one tree and one additional tree per ten on site parking spaces. Trees shall be planted in landscaped planters, tree wells and/or diamond shaped planter boxes located between parking rows. Planter boxes shall be designed so as not to impair vision or site distance of the traveling public.</i>	N/A
<b>Finding:</b> The development does not propose surface parking lots therefore this standard does not apply.	

17.96.070.E.3 – Surface Parking Lots	Conformance
<i>Ground cover, low lying shrubs, and trees shall be planted within the planters and planter boxes. Tree grates or landscaping may be used in tree wells located within pedestrian walkways.</i>	N/A
<b>Finding:</b> The development does not propose surface parking lots therefore this standard does not apply.	

17.96.070.F.1 – Bicycle Parking	Conformance
<i>One bicycle rack, able to accommodate at least two bicycles, shall be provided for every four parking spaces as required by the proposed use. At a minimum, one bicycle rack shall be required per development.</i>	YES
<b>Finding:</b> As shown on the project plans, one bicycle rack is proposed between the entrance to the basement residential unit and the main entrance to the building on 2 <sup>nd</sup> Street.	

17.96.070.F.2 – Bicycle Parking	Conformance
<i>When the calculation of the required number of bicycle racks called for in this section results in a fractional number, a fraction equal to or greater than one-half shall be adjusted to the next highest whole number.</i>	YES
<b>Finding:</b> The development requires four parking spaces, therefore only one bicycle rack is required. The required bicycle rack is provided between the entrance to the basement residential unit and the main entrance to the building on 2 <sup>nd</sup> Street.	

17.96.070.F.3 – Bicycle Parking	Conformance
<p><i>Bicycle racks shall be clearly visible from the building entrance they serve and not mounted less than 50 feet from said entrance or as close as the nearest non-ADA parking space, whichever is closest. Bicycle racks shall be located to achieve unobstructed access from the public right-of-way and not in areas requiring access via stairways or other major obstacles.</i></p>	<p>YES</p>
<p><b>Finding:</b> The required bicycle rack is provided between the entrance to the basement residential unit and the main entrance to the building on 2<sup>nd</sup> Street. This location is clearly visible for most visitors to the building and within 50 feet of the entrance on the N Leadville Ave side of the building.</p>	



City of Ketchum  
Planning & Building

THE 208 CONDOMINIUMS – 200 N LEADVILLE AVE

SUBDIVISION AND CONDOMINIUM PRELIMINARY PLAT STANDARDS ANALYSIS

Preliminary Plat Requirements					
Compliant			City Code	City Standards	
Yes	No	N/A			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.C.1</b>	<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 July 1, 2022.	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.I</b>	<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 October 14, 2022.	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.I .1</b>	<b>The preliminary plat shall be drawn to a scale of not less than one inch equals one hundred feet (1" = 100') and shall show the following:  The scale, north point and date.</b>	
			<i>Findings</i>	This standard is met as shown on Sheet 1 of the preliminary plat.	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.I .2</b>	<b>The name of the proposed subdivision, which shall not be the same or confused with the name of any other subdivision in Blaine County, Idaho.</b>	
			<i>Findings</i>	As shown on Sheet 1 of the preliminary plat, the subdivision is named "The 208 Condominiums" which is not the same as any other subdivision in Blaine County, Idaho.	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.I .3</b>	<b>The name and address of the owner of record, the subdivider, and the engineer, surveyor, or other person preparing the plat.</b>	
			<i>Findings</i>	As shown on Sheets 1 and 4, the owner and subdivider is 755 S Broadway, LLC. The plat was prepared by Mark E. Phillips of Galena Engineering.	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.I .4</b>	<b>Legal description of the area platted.</b>	
			<i>Findings</i>	The legal description of the area platted is shown in the Certificate of Ownership on Sheet 4 of the preliminary plat.	



☒	☐	☐	<b>16.04.030.1 .5</b>	<b>The names and the intersecting boundary lines of adjoining subdivisions and parcels of property.</b>
			<i>Findings</i>	Sheet 1 of the preliminary plat indicates the boundary lines of the adjoining Ketchum Townsite lots surrounding the subject property.
☒	☐	☐	<b>16.04.030.1 .6</b>	<b>A contour map of the subdivision with contour lines and a maximum interval of five feet (5') to show the configuration of the land based upon the United States geodetic survey data, or other data approved by the city engineer.</b>
			<i>Findings</i>	Sheet 1 of the preliminary plat shows the contour lines for the subject property.
☒	☐	☐	<b>16.04.030.1 7</b>	<b>The scaled location of existing buildings, water bodies and courses and location of the adjoining or immediately adjacent dedicated streets, roadways and easements, public and private.</b>
			<i>Findings</i>	Sheet 1 of the preliminary plat shows the location all adjacent streets and easements. The property is currently vacant.
☒	☐	☐	<b>16.04.030.1 .8</b>	<b>Boundary description and the area of the tract.</b>
			<i>Findings</i>	Sheet 1 provides the boundary description of the area and includes square footage and acreage of the lot. Sheets 2 and 3 indicate the areas of each residential and commercial unit as will be platted for sale.
☒	☐	☐	<b>16.04.030.1 .9</b>	<b>Existing zoning of the tract.</b>
			<i>Findings</i>	Plat note #9 on Sheet 1 of the preliminary plat lists the existing zoning of the subject property.
☒	☐	☐	<b>16.04.030.1 .10</b>	<b>The proposed location of street rights of way, lots, and lot lines, easements, including all approximate dimensions, and including all proposed lot and block numbering and proposed street names.</b>
			<i>Findings</i>	Sheets 1,2 and 3 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.
☒	☐	☐	<b>16.04.030.1 .11</b>	<b>The location, approximate size and proposed use of all land intended to be dedicated for public use or for common use of all future property owners within the proposed subdivision.</b>
			<i>Findings</i>	Sheets 2 and 3 of the preliminary plat show all proposed common area and limited common areas dedicated for common use of all future property owners.
☒	☐	☐	<b>16.04.030.1 .12</b>	<b>The location, size and type of sanitary and storm sewers, water mains, culverts and other surface or subsurface structures existing within or immediately adjacent to the proposed sanitary or storm sewers, water mains, and storage facilities, street improvements, street lighting, curbs, and gutters and all proposed utilities.</b>
			<i>Findings</i>	Sheet 1 of the preliminary plat shows all existing and proposed water mains and sanitary sewer mains.

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.030.I .13</b>	<b>The direction of drainage, flow and approximate grade of all streets.</b>
			<i>Findings</i>	This standard does not apply as no new streets are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.030.I .14</b>	<b>The location of all drainage canals and structures, the proposed method of disposing of runoff water, and the location and size of all drainage easements, whether they are located within or outside of the proposed plat.</b>
			<i>Findings</i>	This standard does not apply as no new drainage canals or structures are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.030.I .15</b>	<b>All percolation tests and/or exploratory pit excavations required by state health authorities.</b>
			<i>Findings</i>	This standard does not apply as no additional tests are required.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.I .16</b>	<b>A copy of the provisions of the articles of incorporation and bylaws of homeowners' association and/or condominium declarations to be filed with the final plat of the subdivision.</b>
			<i>Findings</i>	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"/>	<b>16.04.030.I .17</b>	<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 3 of the preliminary plat includes a vicinity map.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.030.I .18</b>	<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"/>	<b>16.04.030.I .19</b>	<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"/>	<b>16.04.030.I .20</b>	<b>Lot area of each lot.</b>
			<i>Findings</i>	Sheets 1, 2, and 3 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"/>	<b>16.04.030.I .21</b>	<b>Existing mature trees and established shrub masses.</b>

			<b>Findings</b>	There are no existing trees or shrub masses on the subject property. Trees on adjacent properties to the north are shown on the site survey included with the project plans.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.I .22</b>	<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>
			<b>Findings</b>	The applicant provided a title commitment issued by Sun Valley Title dated August 31, 2020, and a warranty deed recorded at Instrument Number 673273 with the initial application.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.I .23</b>	<b>Three (3) copies of the preliminary plat shall be filed with the administrator.</b>
			<b>Findings</b>	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"/>	<b>16.04.040.A</b>	<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>
			<b>Findings</b>	The applicant submitted a preliminary right-of-way improvements plan with the design review application outlining all proposed improvements to the public rights-of-way of N Leadville Ave, 2 <sup>nd</sup> Street, and the alley. There are no existing natural features on the property.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.B</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>
			<b>Findings</b>	This standard does not apply as this is a preliminary plat application, not a final plat application.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.C</b>	<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 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</b>

				<p>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>
			<b>Findings</b>	This standard does not apply as this is a preliminary plat application, not a final plat application.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.D</b>	<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>
			<b>Findings</b>	This standard does not apply as this is a preliminary plat application, not a final plat application.
			<b>16.04.040.E</b>	<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>
			<b>Findings</b>	This standard does not apply as this is a preliminary plat application, not a final plat application.
			<b>16.04.040.F</b>	<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</li> </ol>

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

				<p>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.</p> <p>2. Blocks shall be laid out in such a manner as to comply with the lot requirements.</p> <p>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.</p> <p>4. Corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.</p>
			<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"/>	<b>16.04.040.H</b>	<p><b>Street Improvement Requirements:</b></p> <p>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;</p> <p>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;</p> <p>3. Where a subdivision abuts or contains an existing or proposed arterial street, railroad or limited access highway right of way, the council may require a frontage street, planting strip, or similar design features;</p> <p>4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods;</p> <p>5. Street grades shall not be less than three-tenths percent (0.3%) and not more than seven percent (7%) so as to provide safe movement of traffic and emergency vehicles in all weather and to provide for adequate drainage and snow plowing;</p> <p>6. In general, partial dedications shall not be permitted, however, the council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the council finds it practical to require the dedication of the remainder of the right of way when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right of way shall be dedicated;</p>

			<p>7. Dead end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property. When such a dead end street serves more than two (2) lots, a temporary turnaround easement shall be provided, which easement shall revert to the adjacent lots when the street is extended;</p> <p>8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the development of the subdivision, and provided, that no such street shall have a maximum length greater than four hundred feet (400') from entrance to center of turnaround, and all cul-de-sacs shall have a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line;</p> <p>9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);</p> <p>10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets;</p> <p>11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;</p> <p>12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;</p> <p>13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the commission before submitting same to council for preliminary plat approval;</p> <p>14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;</p> <p>15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets;</p> <p>16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider;</p> <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>
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				<p><b>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;</b></p> <p><b>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;</b></p> <p><b>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;</b></p> <p><b>22. Sidewalks, curbs and gutters may be a required improvement installed by the subdivider; and</b></p> <p><b>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.</b></p>
			<i>Findings</i>	No new streets are proposed, however, the project is required to bring the current streets of N Leadville Ave, 2 <sup>nd</sup> Street, and they alley into conformance with city street standards. Prior to certificate of occupancy, the project will complete all right-of-way improvement plans as reviewed and approved by the City Engineer.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.040.I</b>	<p><b>Alley Improvement Requirements: Alleys shall be provided in business, commercial and light industrial zoning districts. The width of an alley shall be not less than twenty feet (20'). Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. Dead end alleys shall be prohibited. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in subsection H2 of this section.</b></p>
			<i>Findings</i>	The alley between N Leadville Ave and East Ave meets the city’s minimum requirement for 20 feet width, however, the alley needs to be regraded to address current drainage issues.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.J</b>	<p><b>Required Easements: Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands.</b></p> <p><b>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</b></p>



				<p>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>
			<b>Findings</b>	This standard does not apply as no easements exist or are required.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.040.K</b>	<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</p>

				<p>temporary basis until such time as connection to the public sewage system is possible. In considering such alternative provisions, the council may require an increase in the minimum lot size and may impose any other reasonable requirements which it deems necessary to protect public health, safety and welfare.</p>
			<i>Findings</i>	This subdivision application does not create new sanitary sewage disposal systems. The proposed development will be serviced by sanitary sewer mains located within N Leadville Ave.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.040.L</b>	<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>	This subdivision application does not create new water systems. The proposed development will be serviced by water mains located within N Leadville Ave.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.M</b>	<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"/>	<b>16.04.040.N</b>	<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, streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following:</p>

			<p><b>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.</b></p> <p><b>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:</b></p> <ul style="list-style-type: none"> <li><b>a. Proposed contours at a maximum of five foot (5') contour intervals.</b></li> <li><b>b. Cut and fill banks in pad elevations.</b></li> <li><b>c. Drainage patterns.</b></li> <li><b>d. Areas where trees and/or natural vegetation will be preserved.</b></li> <li><b>e. Location of all street and utility improvements including driveways to building envelopes.</b></li> <li><b>f. Any other information which may reasonably be required by the administrator, commission or council to adequately review the affect of the proposed improvements.</b></li> </ul> <p><b>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.</b></p> <p><b>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.</b></p> <p><b>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.</b></p> <p><b>6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply:</b></p> <ul style="list-style-type: none"> <li><b>a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability.</b></li> <li><b>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).</b></li> <li><b>c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability.</b></li> <li><b>d. Fill slopes shall be no steeper than three horizontal to one vertical (3:1). Neither cut nor fill slopes shall be located on</b></li> </ul>
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				<p>natural slopes of three to one (3:1) or steeper, or where fill slope toes out within twelve feet (12') horizontally of the top and existing or planned cut slope.</p> <p>e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet (6'), plus one-fifth (1/5) of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.</p>
			<b>Findings</b>	<p>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. Final grading plan will be reviewed and approved by the City Engineer prior to issuance of a building permit.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.040.O</b>	<p><b>Drainage Improvements:</b> The subdivider shall submit with the preliminary plat application such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the city on the preliminary and final plat. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. Culverts shall be required where all water or drainage courses intersect with streets, driveways or improved public easements and shall extend across and under the entire improved width including shoulders.</p>
			<b>Findings</b>	<p>The applicant submitted a site grading and drainage plan with the condominium subdivision 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. The final grading plan will be reviewed and approved by the city engineer prior to issuance of a building permit for the proposed development.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.040.P</b>	<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</p>

				<b>installed by the subdivider prior to construction of street improvements.</b>
			<b>Findings</b>	As shown on the project plans, all utilities will be installed underground. Electrical service to the property will come from the alley to a new transformer on the subject property near the alley.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.Q</b>	<b>Off Site Improvements: 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.</b>
			<b>Findings</b>	The proposed condominium development does not create substantial additional traffic; therefore, no off-site improvements are required.

### ANALYSIS OF COMPLIANCE WITH CONDOMINIUM SUBDIVISION REQUIREMENTS

Condominium Plat Requirements				
Compliant				
Yes	No	N/A	City Code	Standards
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.070. B</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>
			<b>Findings</b>	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"/>	<b>16.04.070. D</b>	<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>
			<b>Findings</b>	As shown on Sheet 2 of the preliminary plat, the garage units are designated as limited common elements and specifically referenced to a unit number.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.070. E</b>	<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>
			<b>Findings</b>	As shown on Sheet 2 of the preliminary plat, the unit sizes facilitate the storage of personal property within the units. Additional storage units are provided in the basement for all units.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.070. F</b>	<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>

			<b>Findings</b>	Mechanical equipment rooms are designated on each floor, serving dual purpose for housing of mechanical equipment and storage of maintenance equipment and supplies. Supplies for larger maintenance projects will be supplied by the contractors responsible for the project on an as needed basis.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.070. G</b>	<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>
			<b>Findings</b>	Condominium units 2 and 4 have access to outdoor patio areas. The building also provides common area along the street frontage for use by building residents and the public.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.070. H</b>	<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>
			<b>Findings</b>	The project has been reviewed for compliance with all other section of the subdivision standards. The project is in compliance as discussed above.



## THE 208 CONDOMINIUMS – 200 N LEADVILLE

### COMPLIANCE WITH INTERIM ORDINANCE 1234

Interim Ordinance 1234 was approved by the Ketchum City Council on October 17, 2022 and published in the paper on October 19, 2022 (the effective date). The design review and subdivision applications for “The 208 Condominiums” was received and deemed complete prior to the effective date of the ordinance and therefore the ordinance does not apply to this application. However, as this is an interim ordinance, staff is providing the analysis below for information only so the Commission can see how the ordinance would apply to projects within the Community Core. This information is not to be used in evaluating the proposed development.

- **Minimum Residential Densities (Section 4):** The application would be subject to the minimum density requirements as the development exceeds the base permitted FAR of 1.0:
  - The proposed development has a gross floor area of 11,663 SF with 1,395 square feet of retail commercial space. The 1,395 square feet includes all three retail units and the retail storage space on the ground floor. This equates to 12% of the development dedicated to commercial space.
  - Based on the percent of commercial space, the development would be required to provide four residential dwelling units. The development proposes four residential dwelling units and would be in conformance with this requirement
- **Consolidation of Lots (Section 5):** The applicant is not requesting a consolidation of lots therefore these requirements do not apply.
- **No Net Loss of Units (Section 6):** The subject property is currently vacant, however, there was a building
- **Parking for Retail (Section 7):** The proposed development is benefiting from the retail exemption as the square footage of each unit is less than 5,500 square feet.
- **Parking for Office (Section 8):** The proposed development is not benefiting from the parking exemption for office as no office is proposed within the development.
- **Development Standards within the CC-2 (Section 11):**
  - **% of gross floor area for commercial (Section 11.a)** – the gross floor area of the ground floor is 4,192 square feet. 33% of the ground floor is proposed for commercial use, therefore the development would not meet this standard. To meet the standard, the applicant would need to dedicate an additional 910 square feet to commercial uses.
  - **Community Housing in basement (Section 11.B)** – the proposed development does not propose on-site community housing, therefore this standard is not applicable.

- **Size of residential units (Section 11.C)** – The proposed development includes one unit (Unit 4) that exceeds the 3,000 square foot maximum as it is 3,514 net square feet.
- **Parking Maximums (Section 11.D)** – the proposed development is only providing the number of parking spaces that are required for the proposed uses, therefore this standard is met.
- **Comprehensive Plan Conformance (Section 13):**
  - Staff provided feedback in the staff report as to the proposed uses and placement of those uses within the project. Staff believes that if the proposed project met the design review criteria and the requirements of the interim ordinance, many of the goals and objectives of the comprehensive plan would be met.



**From:** [Participate](#)  
**To:** [Suzanne Frick](#); [Morgan Landers](#)  
**Subject:** FW: Public comment for P&Z meeting 11/29 Item 3  
**Date:** Monday, November 28, 2022 1:01:12 PM

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LISA ENOURATO | CITY OF KETCHUM  
Public Affairs & Administrative Services Manager  
P.O. Box 2315 | 191 Fifth St. W. | Ketchum, ID 83340  
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-----Original Message-----

From: Yahoo! <boylehp@yahoo.com>  
Sent: Monday, November 28, 2022 11:08 AM  
To: Participate <participate@ketchumidaho.org>  
Subject: Public comment for P&Z meeting 11/29 Item 3

Commissioners,

Please carefully examine the transformer placement issue raised by the staff. The staff is 100% correct that if you let the developer proceed with the transformer placement it will become a precedent. Please do not set that precedent.

Thank you,

Perry Boyle  
Ketchum