



PLANNING AND ZONING COMMISSION AGENDA

Monday, May 8, 2017

Ketchum City Hall

480 East Avenue North, Ketchum, ID 83340

1. **5:15 PM- SITE VISIT: Sunnyside Condos 420 and 460 North Spruce Avenue Ketchum, Idaho (Sunnyside 8 Condos Bldg. 1 & 2).**
2. **5:30 PM - CALL TO ORDER: City Hall, 480 East Avenue North, Ketchum, Idaho**
3. PUBLIC COMMENT - Communications from the public for items not on the agenda.
4. COMMUNICATIONS FROM STAFF
 - a. Thunder Spring Final Plat 126 Saddle Road Ketchum, Idaho (Thunder Spring Large Block Plat Block 2). The Commission will consider and take action on an application by IEG Thunder Spring, LLC for a Townhome Final Plat.
 - b. Sunnyside Condos 420 and 460 North Spruce Avenue Ketchum, Idaho (Sunnyside 8 Condos Bldg. 1 & 2). The Commission will consider and take action on an application by Scott L. Adams, Trustee for Design Review approval for a new carport and laundry room addition.
 - c. Fueling Stations: City-initiated text amendments to Chapter 17.08, Definitions, Section 17.12.020, District Use Matrix, and Chapter 17.124, Development Standards to amend regulations for motor vehicle fueling stations in order to protect the health, safety and welfare of the public and to align regulations for the use with the Comprehensive Plan.
5. CONSENT CALENDAR
 - a. Minutes: April 10, 2017
 - b. Sun Valley Mixed Use Project, 231 Sun Valley Road, Ketchum, Idaho (Lot 8 Remainder, Block 17, Section 18, Township 4): Findings of Fact and Conclusions of Law
6. FUTURE PROJECTS AND NOTICING REQUIREMENTS
7. STAFF REPORTS & CITY COUNCIL MEETING UPDATE
8. COMMISSION REPORTS AND EX PARTE DISCUSSION DISCLOSURE
9. ADJOURNMENT

Any person needing special accommodations to participate in the meeting should contact the City Clerk's Office as soon as reasonably possible at 726-3841. All times indicated are estimated times, and items may be heard earlier or later than indicated on the agenda.



City of Ketchum

Planning and Zoning Commission
City of Ketchum
Ketchum, Idaho

Commissioners:

**STAFF REPORT
KETCHUM PLANNING AND ZONING COMMISSION
REGULAR MEETING OF MAY 8, 2017**

PROJECT: Thunder Spring Residences Townhome Final Plat Sublots 1 & 2

FILE NUMBER: #17-025

OWNERS: IEG/NCP Thunder Spring LLC

REPRESENTATIVE: Robert Parker

REQUEST: Final plat approval for sublots 1 & 2 of a nine (9) subplot townhouse subdivision

LOCATION: 126 Saddle Road (Thunder Spring Large Block Plat Block 2)

NOTICE: Notice is not required for the Planning and Zoning Commission's approval of the Final Plat.

ZONING: Tourist (T)

REVIEWER: Brittany Skelton, Senior Planner

ATTACHMENTS:

- A. Application, dated April 12, 2017
- B. Final Plat, dated April 2017
- C. Preliminary Plat, dated March 01, 2017
- D. Draft declaration establishing Covenants, Conditions and Restrictions

BACKGROUND

1. The subject property is located in the Tourist (T) District and contains a lot size of 1.17 acres. The development received Preliminary Plat, Design Review, and a Planned Unit Development (PUD) Conditional Use Permit (CUP) from the Commission in 2015. Thereafter, the applicant applied for and received a building permit for the two-unit townhouse being built on Sublots 1 & 2. The applicant also applied for and received a building permit for the two-unit townhouse being built on Sublots 3 & 4 and has also submitted a Final Plat application for Sublots 3 & 4. In 2016 the development received Preliminary Plat approval for all nine (9) townhouse sublots from the City Council.
2. A preliminary plat approved by Council must receive Final Plat approval from Council within one year of Council's approval of the preliminary plat, otherwise the plat is null and void (Ketchum Municipal Code 16.04.030.H). However, because this development is part of a PUD-CUP and a Development Agreement, the townhouses may receive Final Plat approval in phases.
3. The Final Plat will first be considered by the Planning and Zoning Commission. Per KMC 16.04.030.F, if the Final Plat substantially conforms to the Preliminary Plat and the final plat is in compliance with all requirements the Commission shall approve the Final Plat and the chairperson shall affix the date of acceptance and his or her signature on the final plat. Thereafter the Final Plat shall be transmitted to City Council for approval. If the Final Plat conforms to all requirements of this chapter, all conditions place upon the Preliminary Plat, and all requirements of Idaho law, Council shall approve the final plat. However, the Final Plat shall not be signed by the city clerk and recorded until the townhomes have received a certificate of occupancy, the CC&Rs have been recorded, and all design review elements as approved by the planning and zoning administrator have been completed.

City Department Comments					
Compliant			Standards and Staff Comments		
Yes	No	N/A	City Code	City Standards and <i>Staff Comments</i>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I	Complete Application	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	City Department Comments	Police Department:	
				<ul style="list-style-type: none"> • <i>No new comments.</i> 	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Fire Department:	
				<ul style="list-style-type: none"> • <i>No new comments.</i> 	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		City Engineer:	
				<ul style="list-style-type: none"> • <i>No new comments.</i> 	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Streets:	
				<ul style="list-style-type: none"> • <i>No new comments.</i> 	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Utilities:		
			<ul style="list-style-type: none"> • <i>No new comments.</i> 		
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Building:		
			<ul style="list-style-type: none"> • <i>No new comments.</i> 		
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Planning and Zoning:		
			<ul style="list-style-type: none"> • <i>See comments throughout staff report.</i> 		

Compliance with Zoning District				
Compliant			Standards and Staff Comments	
Yes	No	N/A	Regulation	City Standards and Staff Comments
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.52.010.J <i>Staff Comments</i>	Lot Area Building Lot Coverage: <i>The T district requires a minimum of 35% open space. The applicant is proposing 41.5% open space.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.52.010.I & 17.52.010.F <i>Staff Comments</i>	Building Height, Setbacks and Waivers Required for Building Heights: <ul style="list-style-type: none"> • 35 feet for Buildings with a roof pitch under 5:12. • For buildings with a roof pitch greater than 5:12, the maximum height to the mean point of the ridge or ridges measured from the eaves line to the ridge top shall be 35 feet. Roof ridges above the mean point may extend up to 44 feet. Required for Building Setbacks: FRONT: 15 feet REAR: One foot for every three feet in building height or 10 feet, whichever is more SIDE: One foot for every 3 feet in building height or five feet, whichever is more Proposed: <i>The project meets all required setbacks except for waivers which are requested in the CUP Planned Unit Development application.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.124.060.M <i>Staff Comments</i>	Curb Cut Required: <i>A total of 35% of the linear distance of any street frontage may be devoted to access to off street parking.</i> Proposed: <i>The plans indicate that the proposed curb cuts are less than 35% of the street frontage.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.124.060.A(1) <i>Staff Comments</i>	Parking Spaces Required: <i>1-1/2 spaces for every one-family dwelling or duplex unit. The proposed nine (9) units require a minimum of 14 spaces.</i> Proposed: <i>The applicant is proposing 18 garage parking spaces (two per unit) and 12 guest parking spaces. Additionally, six (6) on-street parking spaces have been added to Valleywood Road.</i>

Townhouse Final Plat Requirements				
Compliant			Standards and Staff Comments	
Yes	No	N/A	City Code	City Standards and Staff Comments
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.B OWNER'S DOCUMENTS	The subdivider of the townhouse project shall submit with the preliminary plat application a copy of the proposed party wall agreement and any proposed document(s) creating an association of owners of the proposed townhouse sublots, which shall adequately provide for the control and maintenance of all commonly held facilities, garages, parking and/or open spaces.

			Staff Comments	<i>The applicant submitted draft CC&Rs with the preliminary plat application. The draft CC&Rs are attached and the final CC&Rs shall be recorded simultaneously with recordation of the final plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.D FINAL PLAT PROCEDURE	<p>1. The Final Plat procedure contained in subsection 16.04.030F shall be followed. However, the final plat shall not be signed by the city clerk and recorded until the townhouse has received:</p> <p style="padding-left: 40px;">a. A certificate of occupancy issued by the city of Ketchum; and</p> <p style="padding-left: 40px;">b. completion of all design review elements as approved by the planning and zoning administrator.</p> <p>2. The Council may accept a security agreement for any design review elements not completed on a case by case basis pursuant to section 17.96.110 of this code.</p>
				<i>The final plat procedure shall be followed. The above requirements have been made conditions of approval.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.E GARAGE	<p>All garages shall be designated on the preliminary and final plats and on all deeds as part of the particular townhouse units. Detached garages may be platted on separate sublots; provided, that the ownership of detached garages is tied to specific townhouse units on the townhouse plat and in any owner's documents, and that the detached garage(s) may not be sold and/or owned separate from any dwelling unit(s) within the townhouse development.</p>
			Staff Comments	<i>The footprints of the attached garage for each unit are outlined on the Final Plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.F GENERAL APPLICABILITY	<p>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 townhouse subdivisions.</p>
			Staff Comments	<i>All applicable city provisions are found to be in compliance.</i>

STAFF RECOMMENDATION

Staff recommends the Commission approve the Final Plat for Thunder Spring Residences Sublots 1 & 2, subject to conditions 1-9 below.

COMMISSION OPTIONS

Make a motion to:

1. Recommend approval of the Final Plat application for Thunder Springs Residences Sublots 1 & 2 to City Council subject to conditions 1 – 9.
2. Recommend denial of the Final Plat application for Thunder Springs Residences Sublots 1 & 2 to City Council, because of the following standards (Commission to insert reasons for denial) including findings.

MOTION: "I MOVE TO RECOMMEND APPROVAL TO THE CITY COUNCIL OF THE THUNDER SPRING RESIDENCES SUBLOTS 1 & 2 FINAL PLAT APPLICATION BY IEG/NCP THUNDER SPRING LLC WITH CONDITIONS 1 - 9."

RECOMMENDED CONDITIONS

1. The Covenants, Conditions and Restrictions (CC&R's) shall be simultaneously recorded with the final plat, and the City will not now, nor in the future, determine the validity of the CC&R's;
2. The failure to obtain final plat approval by the Council, of an approved preliminary plat, within one (1) year after approval by the Council shall cause all approvals of said preliminary plat to be null and void;
3. The recorded plat shall show a minimum of two Blaine County Survey Control Monuments with ties to the property and an inverse between the two monuments. The Survey Control Monuments shall be clearly identified on the face of the map;
4. An electronic CAD file shall be submitted to the Blaine County Recorder's office concurrent with the recording of the Plat containing the following minimum data:
 - a. Line work delineating all parcels and roadways on a CAD layer/level designated as "parcel";
 - b. Line work delineating all roadway centerlines on a CAD layer/level designated as "road"; and,
 - c. Line work that reflects the ties and inverses for the Survey Control Monuments shown on the face of the Plat shall be shown on a CAD layer/level designated as "control"; and,
5. All information within the electronic file shall be oriented and scaled to Grid per the Idaho State Plane Coordinate System, Central Zone, NAD1983 (1992), U.S. Survey Feet, using the Blaine County Survey Control Network. Electronic CAD files shall be submitted in a ".dwg", ".dgn" or ".shp" format and shall be submitted digitally to the City on a compact disc. When the endpoints of the lines submitted are indicated as coincidental with another line, the CAD line endpoints shall be separated by no greater than 0.0001 drawing units.
6. The applicant shall provide a copy of the recorded final plat to the Department of Planning and Building for the official file on the application.
7. All requirements of the Fire, Utility, Building, Planning and Public Works departments of the City of Ketchum shall be met. All public improvements shall meet the requirements of the Public Works Department.
8. The final plat shall not be signed by the City Clerk and recorded until the townhouses have received:
 - a. A Certificates of Occupancy issued by the city of Ketchum; and
 - b. Completion of all design review elements as approved by the Planning and Zoning Administrator.
9. The Council may accept a security agreement for any design review elements not completed on a case by case basis pursuant to Section 17.96.120.

ATTACHMENTS:

- A. Application, dated April 12, 2017
- B. Final Plat, dated April 2017
- C. Preliminary Plat, dated March 01, 2017
- D. Draft declaration establishing Covenants, Conditions and Restrictions



City of Ketchum
Planning & Building

**CERTIFIED
COMPLETE**

51211700

OFFICIAL USE ONLY	
	17-025
	5-2-17
	Krowens
	JTSO
	B. Skelton

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, 480 East Ave. N., 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 and click on Municipal Code.

APPLICANT INFORMATION			
Name of Proposed Subdivision: Thunder Spring Residences			
Owner of Record: IEG/NCP Thunder Spring LLC			
Address of Owner: PO Box 284 Sun Valley, ID 83353			
Representative of Owner: Robert Parker			
Legal Description: Sublots 1 & 2 of Thunder Spring Residences			
Street Address: TBD			
SUBDIVISION INFORMATION			
Number of Lots/Parcels: 2			
Total Land Area: 6.984			
Current Zoning District: T			
Proposed Zoning District: T			
Overlay District: NA			
TYPE OF SUBDIVISION			
Condominium <input type="checkbox"/>	Land <input type="checkbox"/>	PUD <input type="checkbox"/>	Townhouse <input checked="" type="checkbox"/>
Adjacent land in same ownership in acres or square feet: 43,856 (total lot size excluding sublots 1 & 2)			
Easements to be dedicated on the final plat: Various public easements, see preliminary plat			
Briefly describe the improvements to be installed prior to final plat approval: Curb, gutter, sidewalks, bus stop, and utilities			
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.

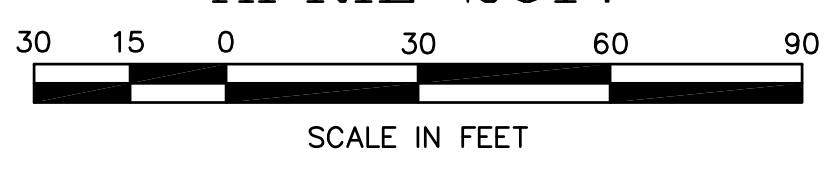
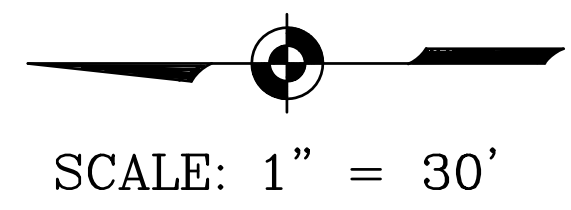

Applicant Signature

4-12-17
Date

A PLAT SHOWING THUNDER SPRING RESIDENCES SUBLOTS 1 & 2

WHEREIN A PORTION OF BLOCK 2, THUNDER SPRING LARGE BLOCK PLAT AMENDED IS REPLATTED AS SHOWN
LOCATED WITHIN SECTION 7, T.4 N., R.18 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO

APRIL 2017



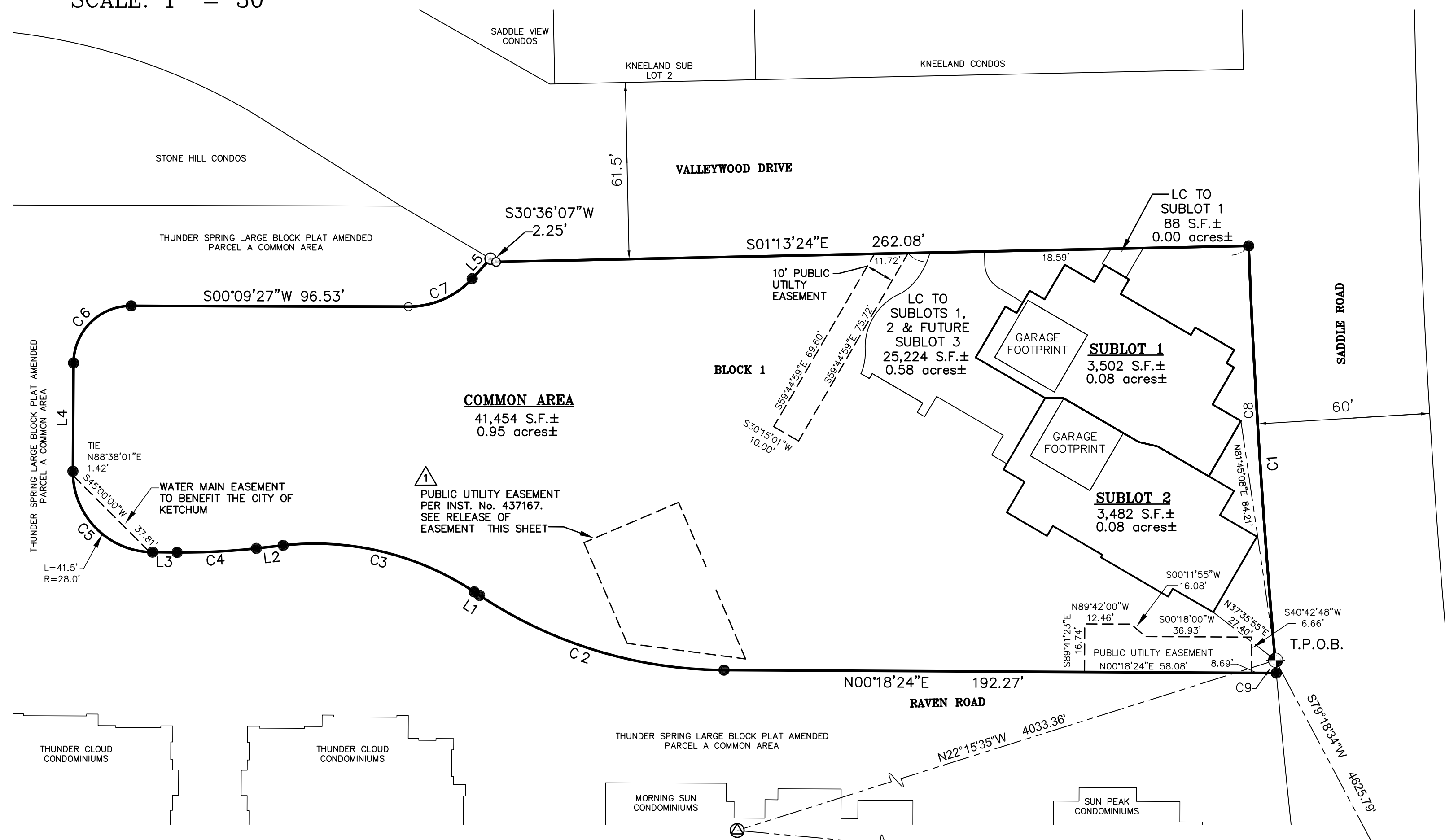
LEGEND

- Property Boundary
- Adjoiners Lot Line
- - - Utility Easement
- ⊙ Found Aluminum Cap
- ⊕ Found Brass Cap
- Found 5/8" Rebar
- Found 1/2" Rebar
- Set 5/8" Rebar
- Sublot Boundaries
- Limited Common Boundaries
- LC Limited Common
- - - Survey Ties

SEE SHEET 2 FOR SUBLOT DETAILS

NOTES

1. Sublot lines follow building roof lines and centerlines of party walls.
2. A 6' wide public utility easement is hereby granted adjacent to Raven Road. All new utilities shall be installed underground.
3. Covenant, conditions, and restrictions for these townhomes, including the party wall agreement, exist under Inst. No. _____, records of Blaine County, Idaho.
4. All Townhome unit owners shall have mutual reciprocal easements for existing and future water, cable tv, sewage, storm, telephone, natural gas and electrical lines over, under, and across their townhouses and sublots, outside of the foundation stemwalls, for the repair, maintenance, and replacement thereof.
5. Garage space shall not be converted to living space or uses other than parking of vehicles and household storage.
6. The townhouse sublots shown hereon are considered as one (1) land lot. Coverage requirements and other bulk regulations per the City of Ketchum ordinances apply to the sublots as one parcel.
7. Property shown hereon is subject to the following exceptions per Title Report by Blaine County Title Policy No. 0-9301-003319026, dated January 12, 2015:
 - Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided in the Declaration of Special Covenants, Conditions and Restrictions recorded December 5, 1997 as Instrument No. 408654;
 - Thunder Spring Phased Development Agreement, including the terms and provisions thereof, recorded October 7, 1999 as Instrument No. 432272, and Amended as Instrument No.'s 444558, 467471 and 491957;
 - Subordination and Nondisturbance Agreement, including the terms and provisions thereof, by and between the City of Ketchum, Idaho, a municipal corporation and Thunder Spring, LLC., a Delaware limited liability company, recorded October 27, 2000 as Instrument No. 444559;
 - Notes, Easements and Restrictions as shown on the plat of Thunder Spring Large Block Plat, recorded March 10, 2000 as Instrument No. 437167;
 - Notes, Easements and Restrictions as shown on the plat of Thunder Spring Large Block Plat Amended, recorded July 2, 2008 as Instrument No. 559523, records of Blaine County, Idaho.
8. This development is subject to the Amended and Restated Phased Development Agreement between Ketchum/IEG Thunder Spring, LLC, et. al., dated November 16, 2015 and recorded as Instrument #631541. Sublots may be platted in phases.
9. All areas outside Sublots that is not designated as Limited Common is Common Area.



CURVE TABLE						
CURVE	LENGTH	RADIUS	TANGENT	DELTA	CHORD	CHORD DIRECTION
C1	149.05'	3108.86'	74.54'	2°44'49"	149.04'	S 86°17'58" W
C2	90.27'	155.00'	46.46'	33°22'06"	89.00'	N 16°59'24" E
C3	69.86'	100.00'	36.42'	40°01'39"	68.45'	N 13°39'35" E
C4	27.68'	230.00'	13.86'	6°53'41"	27.66'	S 02°54'30" E
C5	43.89'	28.00'	27.90'	89°48'16"	39.53'	N 45°26'49" E
C6	31.35'	20.00'	19.94'	89°49'21"	28.24'	S 44°44'28" E
C7	24.98'	30.00'	13.26'	47°42'02"	24.26'	S 23°41'18" E
C8	144.59'	3108.86'	72.31'	2°40'23"	144.58'	S 86°20'35" W
C9	4.46'	3108.86'	2.23'	0°04'57"	4.46'	S 84°57'55" W

RELEASE OF PUBLIC UTILITY EASEMENT

LOCATED WITHIN TOWNSHIP 4 NORTH, RANGE 18 EAST, BOISE MERIDIAN, SECTION 7, KETCHUM, BLAINE COUNTY, IDAHO

A Public Utility easement lying within Block 2 as depicted within: THUNDER SPRING LARGE BLOCK PLAT AMENDED, Instrument No. 559523, records of Blaine County, Idaho, more particularly described as follows:

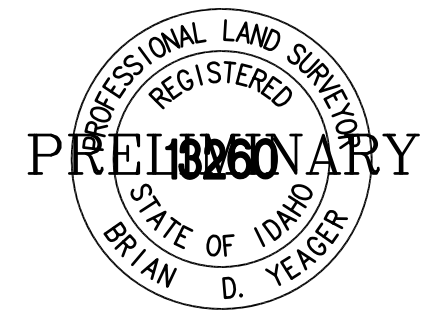
LINE TABLE		
LINE	LENGTH	BEARING
L1	2.24'	N 33°40'15" E
L2	9.36'	N 06°21'03" W
L3	8.56'	N 00°32'17" E
L4	37.71'	S 89°38'36" E
L5	9.43'	S 47°32'06" E

Commencing at a Brass Cap marking the True Point of Beginning for said THUNDER SPRING LARGE BLOCK PLAT AMENDED, thence North 00°08'23" East, 184.53 feet to the True Point of Beginning;

Thence North 66°49'19" East, 59.29 feet;
 Thence North 23°02'40" West, 35.78 feet;
 Thence South 66°48'07" West, 38.14 feet;
 Thence South 07°30'30" West, 41.61 feet to the TRUE POINT OF BEGINNING.

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



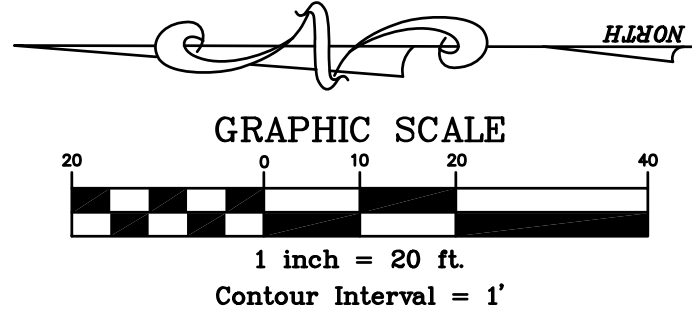
BRIAN D. YEAGER, P.L.S. 13260

THUNDER SPRING RESIDENCES
SUBLOTS 1 & 2

GALENA ENGINEERING, INC.
HAILEY, IDAHO

SHEET 1 OF 3

Job No. 7128



NOTES

- 1. Sublot lines follow building roof lines and centerlines of party walls per Architectural Plans.
2. All construction shall conform to the "City of Ketchum Standards".
3. Utility locations are approximate and locations should be verified before any excavation.
4. Property is currently zoned T (Tourist).
5. A 6' wide public utility easement is hereby granted adjacent to Raven Road. All new utilities shall be installed underground.
6. Covenants, conditions, and restrictions for townhomes, including the party wall agreement, exist under Inst. No.
7. All Townhome unit owners shall have mutual reciprocal easements for existing and future water, cable tv, sewage, storm, telephone, natural gas and electrical lines over, under, and across their townhouses and sublots, outside of the foundation stemwalls, for the repair, maintenance, and replacement thereof.
8. Garage space shall not be converted to living space or uses other than parking of vehicles and household storage.
9. The townhouse sublots shown hereon are considered as one (1) land lot. Coverage requirements and other bulk regulations per the City of Ketchum ordinances apply to the sublots as one parcel.
10. Property shown hereon is subject to the following exceptions per Title Report by Blaine County Title Policy No. 0-9301-003319026, dated January 12, 2015:
- Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided in the Declaration of Special Covenants, Conditions and Restrictions recorded December 5, 1997 as Instrument No. 408654;
- Thunder Spring Phased Development Agreement, including the terms and provisions thereof, recorded October 7, 1999 as Instrument No. 432272, and Amended as Instrument No.'s 444558, 467471 and 491957;
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- Notes, Easements and Restrictions as shown on the plat of Thunder Spring Large Block Plat Amended, recorded July 2, 2008 as Instrument No. 559523, records of Blaine County, Idaho.
11. The development is subject to the Amended and Restated Phased Development Agreement between Ketchum/IEG Thunder Spring, LLC, et. al., dated November 16, 2015 and recorded as Instrument #631541. Sublots may be platted in phases.



SEE SHEET 2 FOR UNIT BOUNDARIES, LIMITED COMMON AREAS, AND COMMON AREA DESIGNATIONS

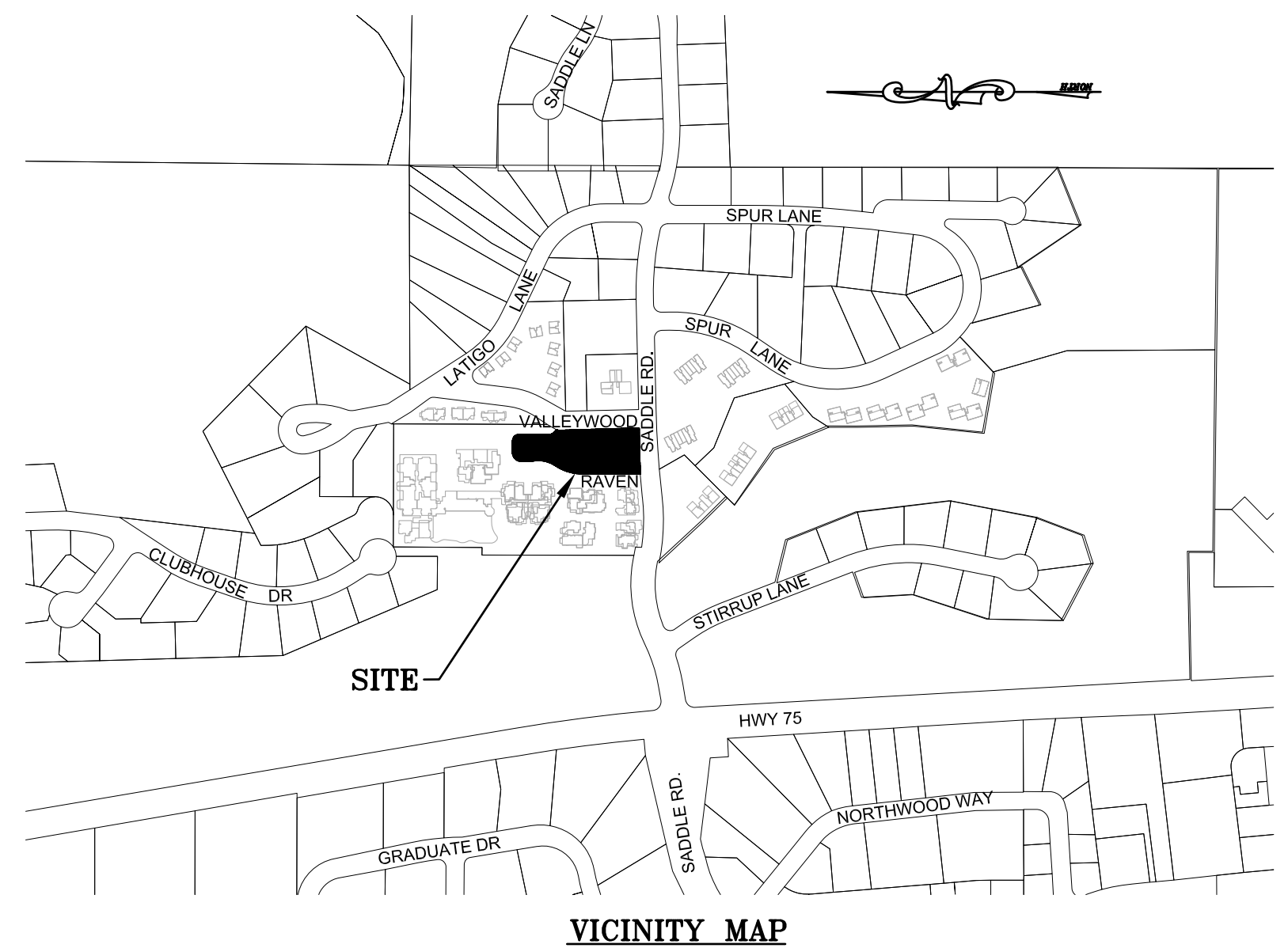
LEGEND table with columns for symbols and descriptions: Property Boundary, Utility Easement, Proposed Gas Service, Proposed Water Service, etc.

RELEASE OF PUBLIC UTILITY EASEMENT

LOCATED WITHIN TOWNSHIP 4 NORTH, RANGE 18 EAST, BOISE MERIDIAN SECTION 7, KETCHUM, BLAINE COUNTY, IDAHO
A Public Utility easement lying within Block 2 as depicted within: THUNDER SPRING LARGE BLOCK PLAT AMENDED, Instrument No. 559523, records of Blaine County, Idaho, more particularly described as follows:
Commencing at a Brass Cap marking the True Point of Beginning for said THUNDER SPRING LARGE BLOCK PLAT AMENDED, thence North 00°08'23" East, 184.53 feet to the True Point of Beginning;
Thence North 66°49'19" East, 59.29 feet;
Thence North 23°02'40" West, 35.78 feet;
Thence South 66°48'07" West, 38.14 feet;
Thence South 07°30'30" West, 41.61 feet to the TRUE POINT OF BEGINNING.

LINE TABLE and CURVE TABLE with columns for LINE, LENGTH, BEARING, CURVE, LENGTH, RADIUS, TANGENT, DELTA, CHORD, CHORD DIRECTION

BUILDING FOOTPRINT TABLE with columns: SUBLOT, SQUARE FOOTAGE. Includes sublots 1-9 and totals.

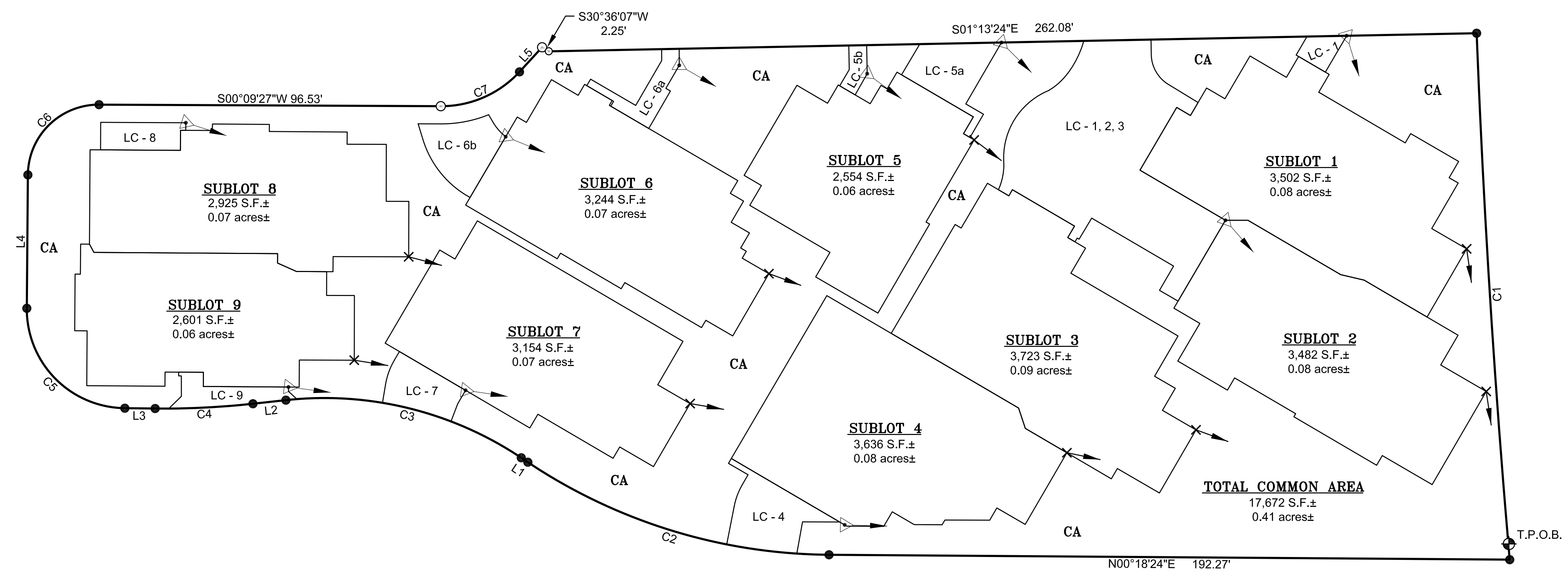
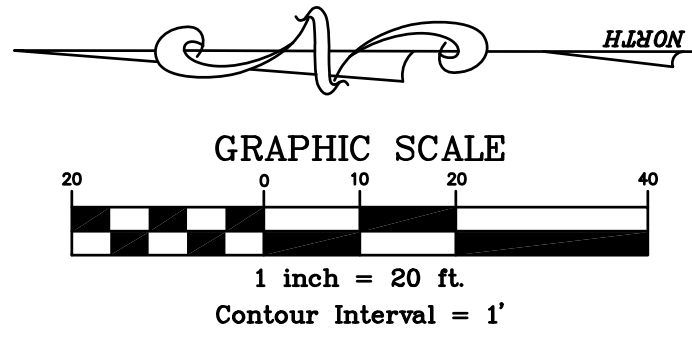


Owner: IEG/NCP Thunder Spring, L.L.C.
Address: 126 Saddle Rd., Ketchum, ID 83340
Legal Description: Block 2 of Thunder Spring Large Block Plat Amended, according to the official plat thereof, recorded as Inst. # 559523, Records of Blaine County, Idaho.
Architect: John M. Shirley, AIA
Landscape Architect: Ben Young
Engineer/Surveyor: Brian D. Yeager



OFFICIAL STAMPED DRAWING ON FILE AT GALENA ENGINEERING, INC.

Table with columns: NO, DATE, BY, REVISIONS



- LEGEND
Found Brass Cap
Set 5/8" Rebar
Found 5/8" Rebar
Found 1/2" Rebar
Initial Point on Townhouse Boundary
Initial Point on Limited Common Boundary
Tie Direction to T.P.O.B.
LC = Limited Common
CA = Common Area
T.P.O.B. = True point of Beginning

LINE TABLE
Table with columns: LINE, LENGTH, BEARING

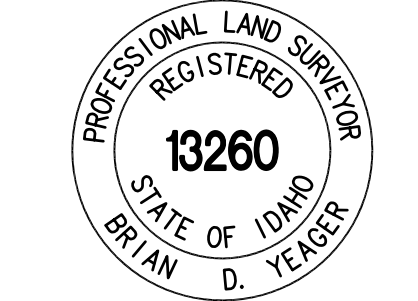
CURVE TABLE
Table with columns: CURVE, LENGTH, RADIUS, TANGENT, DELTA, CHORD, CHORD DIRECTION

SUBLOT BOUNDARIES

Table listing boundary data for Sublots 1, 2, 3, 4, 5, 6, 7, 8, and 9, including bearings and distances.

LIMITED COMMON BOUNDARIES

Table listing boundary data for Limited Common Areas (LC Sublots 1, 4, 5a, 5b, 6a, 6b, 7, 8, 9), including bearings, distances, and areas.



OFFICIAL STAMPED DRAWING ON FILE AT GALENA ENGINEERING, INC.

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THUNDER SPRING RESIDENCES**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this _____ day of _____, 2016, by IEG Thunder Spring, LLC, a Delaware limited liability company (“Declarant”).

RECITALS

THIS DECLARATION IS MADE in contemplation and furtherance of the following:

A. Declarant is the owner of certain real property in Blaine County, Idaho, known as Block 2, Thunder Spring Large Block Plat Amended, according to the official plat thereof recorded on July 2, 2008, as Instrument No. 559523, records of Blaine County, Idaho.

B. Consistent with all applicable ordinances of the City of Ketchum, and the Covenants, Conditions and Restrictions herein provided for, Declarant intends to develop and construct up to nine (9) Townhome Sublots, Townhome Units, and related Common Areas and Limited Common Areas on the property contained within Thunder Spring Residences, in such phases and at such times as Declarant determines.

C. This Declaration is made for the purposes of amending and restating in its entirety that certain Declaration of Covenants, Conditions and Restrictions for Thunder Spring Residences, dated February 18, 2016 and recorded on February 22, 2016, as Instrument No. 633268, records of Blaine County, Idaho, The Original Declaration was made with respect to the real property located in Blaine County, Idaho that is more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the “Property”).

DECLARATION

Declarant hereby declares that all of the property within Thunder Spring Residences, including all Townhome Sublots, Townhome Units, and Common Areas now or hereafter situated therein, and all improvements constructed and installed thereon, shall be held, conveyed, encumbered, leased, and used subject to the covenants, conditions, restrictions and equitable servitudes hereinafter set forth, all of which shall run with title to said real property and be binding upon, and benefit, all parties presently owning, or hereafter acquiring any right, title or interest therein, or to any part thereof.

ARTICLE I
DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases when used herein shall have the following meaning:

Section 1.1 “Articles” shall mean and refer to the Articles of Incorporation of the Association, as the same may be amended from time to time.

Section 1.2 “Assessments” shall mean all annual and special assessments described in Article VI.

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Section 1.3 “Association” shall mean and refer to Thunder Spring Residences Owners Association, Inc., a non-profit corporation organized under the laws of the State of Idaho, its successors and assigns.

Section 1.4 “Board of Directors” shall mean and refer to the Board of Directors of the Association, as provided for and governed by the Articles and Bylaws.

Section 1.5 “Bylaws” shall mean and refer to the Bylaws duly adopted for the Association, as the same may be amended from time to time.

Section 1.6 “Common Area” shall mean all property so designated on the official subdivision plat for the townhome subdivision under the purview of this Declaration, and all other real property hereafter owned or leased by the Association for such common purposes, or in which the Association acquires a license or an easement.

Section 1.7 “Design Review Committee” shall mean the committee which may, at the discretion of the Board, be created pursuant to Article VII hereof, and may be hereinafter referred to as the “DRC.”

Section 1.8 “Improvement” shall mean and refer to all Townhome Units, other structures and landscaping proposed for, or constructed or installed on, any Sublot or Common Area, and all subsequent additions and exterior alterations thereto.

Section 1.9 “Limited Common Area” means those parts of the Common Area that are limited to and reserved for the use in connection with one or more, but fewer than all, of the Townhomes. Without limiting the foregoing, the Limited Common Area shall include the shared driveway to Sublots 1, 2 and 3 and entry walkways designated or designed to serve a Townhome but located outside the Sublot boundaries. If any chute, flue, duct, wire, conduit, bearing wall, bearing column or other fixture lies partially within and partially outside the designated boundaries of a Sublot, any portion thereof serving that Townhome is Limited Common Area allocated solely to that Townhome, and any portion thereof serving more than one Townhome or any portion of the Common Area is a part of the Common Area. Limited Common Area also includes any portion of the Common Area designated by this Declaration or on the Map as Limited Common Area. All Limited Common Area shall be used in connection with the appurtenant Townhome(s) to the exclusion of the use thereof by the other Townhome Owners, except by invitation. Subject to the Association’s overall responsibility for maintenance and repair of the Common Area, each Owner shall be responsible for routine maintenance and care of the Limited Common Area appurtenant to and accessible only from the Owner’s Townhome, and for keeping the same in a good, clean, sanitary, and attractive condition. Snowmelt systems within the Limited Common Area must be turned on in order to keep the driveways clear of snow. In no instance is it permissible for Owner to allow the buildup of snow on driveways. No reference to Limited Common Area need be made in any instrument of conveyance or encumbrance in order to convey or encumber the Limited Common Area appurtenant to a Townhome.

1.10 “Member” shall mean a member of the Association, who shall be an Owner of a Sublot and shall qualify for membership in the Association in the manner set forth in the Articles, Bylaws and Article V hereof. There shall be only one (1) membership in the Association for each Sublot.

Section 1.11 “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Sublot; provided, however, that the term “Owner” shall not include those having only a security interest in an Sublot through a lien, encumbrance, deed of trust, mortgage, or other similar security instrument.

Section 1.12 “Party Wall” shall mean and refer to any structural bearing wall, including the footings on which it is situated, or any portion of said wall, which separates, and is shared by, two Townhome Units within the Subdivision, and which wall is used in common by, and is incorporated into, said two Townhome Units.

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Section 1.13 “Plat” shall mean and refer to the official recorded final plat of Thunder Spring Residences.

Section 1.14 “Subdivision” or Townhome Subdivision” shall mean and refer to Thunder Spring Residences.

Section 1.15 “Sublots,” “Townhome Sublots” or “Townhouse Sublots” shall interchangeably mean and refer to Sublots shown on the official plat the Subdivision, expressly including all nine (9) sublots shown on the Plat of Thunder Spring Residences.

Section 1.16 “Townhome” or “Townhome Unit” shall interchangeably mean and refer to a single family townhome or townhouse residential unit, as defined in the subdivision ordinance and zoning ordinance of the City of Ketchum, which is constructed and maintained on a Sublot, and is subject to this Declaration.

ARTICLE II PROJECT DEVELOPMENT

Section 2.1 Declarant Construction Activities. The covenants, conditions and restrictions contained herein shall not apply to normal construction activities during the completion of Common Area improvements, or to the construction of Townhomes and related Improvements by the Declarant, its assignees and successors, employees or contractors, upon any Sublot or Common Area, provided that such Townhomes and other Improvements have, prior to the commencement of construction, received the approval of the City of Ketchum. Further, no such construction activity shall be deemed to constitute a nuisance or violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, erection of temporary construction structures, posting of signs or similar activities, provided that such construction is pursued to completion with reasonable diligence; conforms to usual construction practices in the area; and complies with all provisions of the Ketchum City Code regulating construction activities.

Section 2.2 Project Development. Declarant, or its successor or assigns, shall construct, or cause to be constructed a Townhome on each Sublot, and all Common Area Improvements, pursuant to plans and specifications approved by the City of Ketchum, Idaho. Such construction may be completed in such phases and at such times as Declarant, its assignees or successors, determines.

ARTICLE III GENERAL RESTRICTIONS AND PROVISIONS

Section 3.1 Residential Purposes. Each Sublot shall be restricted exclusively to a single family Townhome residence, landscaping, accessory uses and Improvements. No modular home, manufactured home, trailer, mobile home, camper, motorhome, recreational vehicle, tent, shack, carport, garage or other similar vehicle, structure or improvement shall be used as a residence, either temporarily or permanently, on any Sublot. Each Townhome shall include garaged parking for two (2) automobiles together with uncovered off-street parking for two (2) additional automobiles. All Sublots, and the Townhomes, landscaping and Improvements thereon, shall be kept and maintained in good condition and repair at all times.

Section 3.2 DRC Approval. All Townhomes and other Improvements and landscape constructed, erected or installed on any Sublot or Common Area, and all subsequent modifications, removals, extensions and expansions thereof, and all exterior alterations, attachments, accessories and appurtenances thereto, shall be consistent with the provisions of this Declaration, and shall not be undertaken, commenced, constructed or installed without the prior written approval of the DRC, unless expressly exempted from such approval by the terms of this Declaration.

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Section 3.3 Party Walls. To the extent that any two Townhomes are connected by, or share, a common bearing wall ("Party Wall"), the following provisions shall govern the use, maintenance, repair and restoration thereof:

- A. Each Townhome sharing a Party Wall shall be encumbered by an easement hereby granted and created over, under and across said Townhome, and the Sublot on which it is situated, for the purpose of providing such access as may be reasonably necessary to permit the Association and the Owner of the other Townhome sharing said Party Wall, and their respective agents and contractors, to maintain the integrity of the Party Wall, and to repair and restore it as necessary.
- B. Should any Party Wall be damaged or destroyed by the negligence or other act or omission of the Owner of one of the Townhomes sharing the same, or said Owner's agents, employees or guests, said Owner shall be liable, at its sole cost and expense, for all necessary repairs or restoration of said Party Wall, and related damage to any Townhome; provided, however, that any insurance proceeds received in connection with such damage or destruction from policies of insurance owned by the Owners of either Townhome sharing said Party wall, or by the Association, shall first be applied toward the costs of repairing or restoring the Party Wall and related damages. All repairs or restorations to be completed pursuant to this subparagraph shall be promptly completed to the reasonable satisfaction of the Association and its Design Review Committee.
- C. Should any Party Wall be damaged or destroyed by any cause other than the negligence, act or omission of the Owner of either Townhome sharing said Party wall, or said Owner's agents, employees or guests, the Owners of the two Townhomes sharing said Party Wall shall jointly be liable for all necessary repairs or restoration of said Party Wall, and related Townhome damage; provided, however, that any insurance proceeds received in connection with such damage or destruction from policies of insurance owned by the Owners of either Townhome sharing said Party Wall, or by the Association, shall first be applied toward the costs of repairing or restoring the Party Wall and related damages. All repairs or restorations to be completed pursuant to this subparagraph shall be completed to the reasonable satisfaction of the Association and its Design Review Committee.
- D. The Owners shall maintain customary and usual casualty and liability insurance. Such policies may be joint or separate as may be available from reputable insurance carriers. If and to the extent the premiums for such contents insurance can be separately determined, each Owner shall pay the separate premium for his or her contents coverage. If the premiums cannot be separately determined, the Owners shall share the insurance expense equally. Casualty and liability insurance premiums shall be shared equally.
- E. Should any party fail or refuse to complete the Party Wall repairs or restorations imposed upon it by this section, the Association, after giving written notice to said party of its intention to do so, may undertake said repairs or restorations, and be entitled to reimbursement for all costs incurred in connection therewith from said party. Such reimbursement shall be made within thirty (30) days after the Association has completed the work and presented said party with a statement and demand for payment setting forth all costs incurred.
- F. In the event of a dispute or controversy between the Owners of Townhomes sharing a Party Wall, as to any matter within or arising out of the provisions of this Section 3.3, or the respective use, maintenance, repair, or replacement of said Party Wall, such dispute or controversy shall be submitted to binding arbitration under the Uniform Arbitration Act, as enacted in the State of Idaho, Idaho Code § 7-901 et seq.

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Section 3.4 Construction Site. Anything contained herein to the contrary notwithstanding, it shall be permissible for the Declarant, during any period of construction of a Townhome on any Sublot, to maintain upon said Sublot such facilities as may be reasonable required, convenient or incidental to construction or sales activities, including, without limitation, construction equipment, materials storage area, temporary construction shed or trailer, or Townhome sales office.

Section 3.5 Routine Exterior Townhome Maintenance. Association shall, Subject to the provisions of Section 5.7 and Article VII, keep the exterior thereof, and the landscaping and improvements on the Sublot on which the Townhome is situated and the Limited Common Area, in good condition and repair. It is the intent of this provision that each Townhome and Sublot be at all times maintained at a level which is consistent with the condition of other Townhomes within the Subdivision. Should any Owner, in the sole judgment of the Association's Board of Directors, cause damage or wear and tear above and beyond what is considered normal; the Board shall be authorized to serve written notice to the Owner of noted deficiencies and require such deficiencies be remedied to the reasonable satisfaction of the Board. To the extent the Owner does not satisfactorily comply with the provisions of said written notice of deficiencies, the Owner shall be conclusively deemed to grant the Association, or its designated agents, permission to enter upon the Owner's Sublot, to complete the required repairs or maintenance. Upon completion of such maintenance or repair, the Owner shall reimburse the Association within thirty (30) days of receiving an invoice or demand for all costs reasonable incurred therefor. The provisions of this section shall not apply to damage or destruction of a Townhome or related Sublot Improvements resulting from fire or casualty to the extent covered by the Association's policies of fire and casualty insurance, which damage or destruction shall be subject to the provision of Article IX hereof.

Section 3.6 Animals and Pets. No animals of any kind shall be raised, bred or kept in or on any Townhome or Sublot, except dogs, cats, or similar household pets which are not kept, bred or maintained for any commercial purpose, do not endanger the health of other residents, are not allowed off the Sublot of the pet's owner except when leashed or under someone's direct control, and do not, in the sole determination of the Association, unreasonably disturb the occupants of any other Townhome, or otherwise constitute a nuisance.

Section 3.7 Signs and Business Activities. No advertising signs, billboards, commercial equipment, materials or supplies shall be erected, placed or permitted to remain on any Sublot or Common Area; provided, however, that this provision shall not prohibit the Declarant from erecting and maintaining temporary "for sale" signage while the Declarant still has Sublots and Townhomes for sale, nor shall it preclude the erection and maintenance of any directional or monument signs within the signage easements shown on the Plat or referenced in the Plat notes. All non-Declarant owned Townhomes are prohibited from placing any signage on the Property, including but not limited to "for sale" or "for rent" signage.

Section 3.8 Service Facilities. Storage of all garbage cans, recycling bins, lawn or landscape maintenance equipment and similar items shall be enclosed within garages to conceal them from the view of neighboring Sublots and streets.

Section 3.9 Nuisances. No nuisances, as determined by the Association or as defined in the ordinances of the City of Ketchum, shall be allowed to occur or exist on any Sublot. Without limiting the foregoing, no rubbish, waste or debris shall be stored or accumulated on any Sublot, nor shall any noise, odor or conduct be permitted to emanate from or occur on any Sublot which is unreasonably offensive or detrimental to any other Sublots, or its occupants; including but not limited to barking dogs, loud music and power tools.

Section 3.10 Hazardous Activities. No activities shall be conducted, and no improvements shall be constructed, on any Townhome, Sublot or Common Area which are illegal or might be unsafe or hazardous to any person or property. Without limiting the foregoing, no fireworks or firearms shall be discharged upon any Townhome, Sublot or Common Area and no open fires shall be permitted; provided, however, that fires are allowed within the individual outdoor fire pit integral to each Townhome.

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Section 3.11 Vehicle and Equipment Parking & Storage. Unless contained within a permitted and conforming to the provision of this Declaration garage, structure or screened area, no unsightly vehicles of equipment or equipment shall be stored, parked or otherwise permitted to remain on any Sublot for any period exceeding 24 hours, including, without limitation, trailers, campers, motorhomes, boats, jet skis, all-terrain vehicles, golf carts, snowmobiles, tractors, inoperable vehicles or equipment.

Section 3.12 Utilities. All utility service lines shall be underground, and shall conform to applicable code requirements. Approval of the DRC prior to installation shall not be required. Television satellite dishes are not considered Utilities and require approval from DRC.

Section 3.13 Subdivision. Except as expressly provided for in Section 5.7 of this Declaration, platted Sublots and Common Area shall not be further subdivided, and no portion of any Sublot may be sold separately from the rest of that Sublot.

Section 3.14 Drainage. There shall be no interference with established drainage patterns or platted drainage easements over any Sublot unless adequate provision is made for alternative drainage and is approved by the beneficiary of such easement and by the DRC. No structure, fence, planting, fill or other materials shall be placed or permitted to remain which may obstruct or retard the flow of water through established drainage channels.

Section 3.15. Plat. All development proposed for a Sublot and/or Common Area shall be in compliance with the official, recorded Plat for the Subdivision, including all Plat notes.

Section 3.16 Snow Storage Easements. Every Owner, by accepting a deed to the Sublot, is deemed to grant unto the Association an easement over all portions of said Sublot not improved with a building, structure or driveway, exclusively for the purpose of permitting the temporary deposit thereon of snow removed from Common Areas and Sublots by the Association or its contractors and employees.

Section 3.17 Landscape Preservation. Without approval of the DRC, no trees shall be removed or replaced within any Sublot or Common Areas; provided, however, that should any Owner petition the DRC for the removal of any trees or shrubs in the Common Area which unreasonably impair significant view corridors from the petitioner's Unit, the Board shall consider the petition and cause removal of the subject trees and shrubs if necessary. Any landscaping alterations must adhere to the landscape plans approved by the City of Ketchum per the Design Review Findings of Fact #15-028.

ARTICLE IV
COMMON AREA

Section 4.1 Conveyance to the Association. For this subdivision, the Declarant, its successors or assigns, at their sole cost and expense, shall landscape, improve, or make appropriate provision for such landscaping improvement of, the Common Area situated therein in a manner consistent with the Plat and development plans therefore which have been approved by the City of Ketchum, and shall thereafter deed the same to the Association, and the Association shall accept title to the same, at no cost to it, subject only to encumbrances of record. Common Area improvements, and its conveyance to the Association, may be completed by the Declarant in phases, consistent with development of the Townhomes.

Section 4.2 Enjoyment of Common Area. Subject to the exclusive rights and obligations of the Association to manage it, as set forth in Article V, each Owner shall have a non-exclusive right to use and enjoy, in common with all other Owners, any Common Area owned by the Association, and such right shall be appurtenant to and pass with the title to each Sublot.

ARTICLE V
THE ASSOCIATION

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Section 5.1 Establishment. The Association shall be incorporated under the laws of the State of Idaho as a non-profit membership corporation as Thunder Spring Residences Owners Association, Inc. All references herein to the Association shall be to said corporation.

Section 5.2 Articles and Bylaws. Declarant shall adopt initial Articles of Incorporation for the Association, and will propose initial Bylaws for adoption by the Board of Directors of the Association to provide for the administration and governance of the Association, and for other purposes not inconsistent with this Declaration. In the event of conflict between this Declaration and Articles and Bylaws of the Association, the provisions of this Declaration shall prevail.

Section 5.3 Board of Directors. The Association shall be managed by a Board of Directors all of whom shall be Members of the Association. Their number, and the manner by which they are to be elected and function, shall be set forth in the Bylaws of the Association.

Section 5.4 Membership. Every Owner shall be entitled and required to be a Member of the Association. If title to a Sublot is held by more than one person or entity, the membership related to that Sublot shall be shared by all such persons or entities in the same proportionate interest and by the same type of tenancy in which title to the Sublot is held. An Owner shall be entitled to one membership for each Sublot owned by that Owner. No person or entity other than an Owner may be a member of the Association.

Section 5.5 Voting Rights. The Association shall have one class of membership, as follows:

Unless otherwise provided herein, or in the Articles of Incorporation or Bylaws of the Association, decisions of the Association to be made by a vote of the Members shall be determined by a simple majority of the votes cast by Members voting, in person or by proxy, at a duly constituted meeting of the Members at which a quorum of Members representing at least fifty percent (50%) of the total authorized votes of all Members is present. Notwithstanding any contrary provision of this Section 5.5, as long as Declarant holds any Special Declarant Rights, no vote of the Members shall prevent the Declarant from appointing or removing directors as provided in Section 10.1(e).

Section 5.6 Cumulative Voting. In any election of the members of the Board of Directors, each Member entitled to vote at such election shall have the right to cumulative voting for each director to be elected, and to thereby give one candidate, or divide among any number of the candidates, the number of votes equal to the total number of votes to which that Member is entitled to vote for all Directors to be elected. The candidates receiving the highest number of votes, up to the number of Directors to be elected, shall be deemed elected.

Section 5.7 Management of the Sublots and Common Area. The Association shall be responsible for exclusive management of the Common Area owned by it, consistent with the rights of the Owners to use and enjoy said Common Area set forth in Article IV and may assert exclusive management of the exterior of Improvements on Sublots. Without limitation, the Association's management of Common Area and of the exterior of Improvements on Sublots, shall include the following rights and obligations:

- A. The Common Area, and all Improvements situated thereon, shall be kept by the Association in good condition and repair, reasonably free from debris and obstructions.
- B. Once the initial landscaping for the Common Area and each Sublot, including an appropriate irrigation system, has been completed by the Declarant, the Association shall, without further approval from the DRC, maintain, repair or replace, as necessary, plantings, landscape elements and the irrigation systems, unless such work changes the essential character or scope of the landscaping, and includes additional impacts on any other Sublots, including impacts on view corridors, in which case such work shall first be

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required to receive DRC approval prior to commencement. All landscaping shall at all times be properly maintained and irrigated.

- C. The Association shall be responsible for the removal of accumulated snow, in a timely manner as necessary following snowfall events, from all access roads, driveways, parking areas, Townhome accesses, sidewalks and improved pathways within the Subdivision, including Common Areas and Sublots.
- D. Unless otherwise agreed to in writing by the Board of Directors of the Association, all landscaping in the Common Area and on Sublots, including the planting, watering, replacement and maintenance of lawns, shrubs, trees, flowers and other vegetation and landscaping features and facilities, shall be within the sole responsibility and jurisdiction of the Association, the costs and expense of which shall be included by the Association in the calculation of its annual budget, or capital reserve budget and/or special assessments.
- E. The Association shall be responsible for the routine exterior maintenance of the Improvements within Sublots, including but not limited to, siding and trim; roofing element and materials; patios and decks; exterior windows; and painting, the cost and expense of which shall be included by the Association in the calculation of its annual budget. Scheduled repair or replacement of these or other items shall be included in the capital reserve budget and/or special assessments.
- F. The Association shall keep the Common Area and its Improvements fully insured as provided for in Article VIII.
- G. The Association shall pay, when due, and not permit to become delinquent, all real property taxes and assessments levied against the Common Area for the period commencing on the date title to the Common Area is conveyed to the Association, and continuing thereafter for so long as it remains in the ownership of the Association.
- H. The Association may, from time to time, further modify, improve or equip the Common Area for the benefit of the Owners, and make such assessments or borrow such funds therefore as it deems necessary or appropriate, subject to the provisions and limitations set forth herein.
- I. The Association shall have the right to charge or assess reasonable user fees or assessments which may become necessary to defray costs incurred or to be incurred by the Association for improvement, operation or maintenance of any Common Area owned or hereafter acquired by the Association.
- J. The Association shall have the right to dedicate or transfer all or any part of the Common Area, or any interest therein, to any person, entity, public agency, authority or utility for such purposes and subject to such conditions as the Board of Directors of the Association may deem appropriate. Notwithstanding the foregoing, no conveyance of any portion of the Common Area in excess of 3,000 square feet shall be authorized or completed by the Association without the prior affirmative vote of not less than two-thirds of the total authorized votes of all Members, nor shall the Association be entitled to re-subdivide any portion of the Common Area for the purpose of establishing any additional Sublots or development parcels without the prior written consent of all members.
- K. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of seventy-five percent (75%) of the Board of Directors and the written assent of 75% of the total voting power of the Association. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of the Declaration; (b) the imposition and collection of assessments; (c) proceedings involving challenges to ad valorem taxation; or

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(d) counterclaims and/or third party claims brought by the Association in proceedings instituted against it. This section shall not be amended unless such amendment is approved by the Declarant so long as Declarant remain owns any Sublot and is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

Section 5.8 Service Contracts and Personnel. To properly manage its business affairs the Association may enter into service contracts and/or employ personnel as it deems necessary and appropriate. Without limitation, the Association may retain necessary general management services, legal and accounting services, Common Area maintenance and repair services, and professional services as necessary for the DRC to adequately review plans and specifications presented to it for approval, and to assure that all development complies with approved plans, including architectural and engineering reviews and compliance monitoring. The Association may also contract with others to furnish required services for the Common Area, including utilities, snow removal, trash collection, landscaping, public liability insurance and casualty insurance.

Section 5.9 Rules and Regulations. The Association may make reasonable rules and regulations governing the use of the Common Area, which rules and regulations shall be consistent with the rights and duties established in this Declaration. The Association may also take judicial action against any Owner to enforce compliance with the provisions of this Declaration, the Design Criteria, and any rule, regulation, assessment or fee duly promulgated or levied by it.

Section 5.10 Implied Rights. The Association may exercise any other right or privilege given to the Association expressly 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 the Association herein or reasonably necessary to effectuate any such right and privilege.

Section 5.11 Transfer of Membership. The membership in the Association of each Owner, including Declarant, shall be appurtenant to the Sublot giving rise to such membership, and shall not be transferred in any way except upon the transfer of title to the Sublot, and then only to the transferee of title to the Sublot. Any attempt to make a prohibited transfer shall be void and any transfer of title to a Sublot shall operate automatically to transfer the membership in the Association to the new Owner thereof.

Section 5.12 Books and Records. The Board shall cause to be kept complete, detailed and accurate books and records of the receipts and expenditures of the Association, in a form which complies with generally accepted accounting principles. The Board or a majority of the Owners may at any time require an audit prepared by an independent, certified public accountant, which shall be paid for by the Association.

Section 5.13 Inspection of Association Documents, Books and Records. Upon request, the Association shall make available to the Owners, mortgagees, prospective purchasers and their prospective mortgagees, and the agents or attorneys of any of them, current copies of this Declaration, the Articles, Bylaws and other rules, books, records and financial statements of the Association, including the most recent annual financial statement, if one has been prepared. The term "available," as used herein, shall mean available for inspection upon request, during normal business hours or under other reasonable circumstances to be determined by the Board of Directors. The Association may require the requesting party to pay a reasonable charge for the reproduction of any document, book or records desired.

Section 5.14 Banking. The Association shall designate an FDIC insured commercial bank with offices in Blaine County, Idaho, as the depository for all funds collected by the Association, and for the transaction of the Association's banking activities.

ARTICLE VI
ASSESSMENTS

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Section 6.1 Agreement to Pay Assessments. Declarant, for each Sublot owned by the Declarant, hereby covenants, and each subsequent Owner of any Sublot, by the acceptance of a deed therefore, whether or not it be so expressed in said deed, shall be deemed to covenant and agree with each other and with the Association, to be bound by the provisions of this Declaration and to pay to the Association the assessments herein provided for. In the case of joint or co-ownerships, this liability shall be joint and several. Such assessments shall be levied against Sublots and collected from time to time in the manner provided for in this Article VI.

Section 6.2 Annual Assessments. Annual assessments against all Sublots are hereby authorized which shall be based upon advance annual estimates of cash requirements by the Association to provide for the payment of all estimated expenses to be incurred in the ensuing twelve-month period in the conduct of the management; taxes; insurance; legal and accounting services; Common Area landscaping installation, irrigation and maintenance; Common Area utilities; repair and replacement of Common Area Improvements and equipment; a reasonable contingency reserve, surplus and/or sinking fund for Common Area capital improvements, replacements and repairs; and any costs incurred by the DRC which are not otherwise defrayed by its design review fee schedule (“Annual Assessments”).

Section 6.3 Special Assessments. In addition to the annual assessments authorized hereinabove, the Association may levy at any time a special assessment payable over such a period as the Association may determine for the purpose of defraying in whole or in part the unanticipated cost of any construction, reconstruction, repair or replacement of Common Area improvements; other similarly unanticipated or emergency expenses duly incurred or to be incurred by the Association for purposes provided in this Declaration; and all other duly incurred expenses of the Association which were not or could not be adequately provided for by the annual assessment (“Special Assessments”).

Section 6.4 Apportionment of Assessments. Annual and Special Assessments shall be levied and assessed among the Owners of Sublots, according to the total number of square feet of each Sublot as shown on any Plat which is encumbered by and subject to, this Declaration. Each Owner shall be assessed for each of its Sublots a fraction of the total assessments, the numerator of which fraction shall be the total square footage of said Owner’s Sublot(s), and the denominator of which shall be the total square footage of all Sublots in the Subdivision subject to, and within the purview of, this Declaration.

Section 6.5 Individual Assessments. In addition to Annual and Special Assessments, should any reimbursement owed to the Association solely by an Owner pursuant to Sections 3.3 or 3.5 hereof not be paid in the manner and terms set forth in said sections, the Association is hereby authorized to levy and assess against the Sublot for which reimbursement is owed, and Owner thereof, as assessment for the amount owed (“Individual Assessment”).

Section 6.6 Notice of Periodic Assessments and Time for Payment. The Board of Directors of the Association shall establish an Annual Assessment for each calendar year, the exact date to be determined by its Board of Directors, and shall further establish Special Assessments and Individual Assessments whenever circumstances in the opinion of the Board of Directors require it. Such assessments shall be payable in the manner and on the dates determined by the Board. The Board shall provide each Owner with notice specifying the amount of the assessment and the date or dates of payment of the same. No payment shall be due and payable less than thirty (30) days after said written notice has been given, and each delinquent assessment shall bear interest at the rate of Fifteen Percent (15%) per annum until paid, commencing thirty (30) days after the date it becomes due and payable. Failure of the Association to give notice of the assessment shall not affect the liability of the Owner for such assessment, but the date when payment shall become due and payable in such a case shall be deferred to a date 30 days after such notice has been given.

Section 6.7 Lien of Assessment. All sums duly assessed against any Sublot shall be secured by lien on said Sublot in favor of the Association upon recordation of a notice of assessment as herein provided. Such lien shall be superior to all other liens and encumbrances on said Sublot, with exception of: (a) valid tax and assessment liens imposed by governmental entities; (b) the lien of prior mortgages deeds

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of trust or other security instruments perfected and recorded in Blaine County, Idaho; and (c) valid prior labor and materialman's liens duly perfected and recorded in Blaine County, Idaho.

To create a lien for sums assessed pursuant to this Declaration, the Association shall prepare a written notice of said assessments, setting forth the amount thereof, the date due, the unpaid balance, the name of the record Owner of the Sublot and the legal description of said Sublot. Such notice shall be signed by an officer of the Association and may be recorded until there is at least a sixty (60) day delinquency in the payment of the assessment to which it relates. The priority date of the lien shall be the date of its recordation, and it may be foreclosed and enforced in the manner permitted for consensual liens by the laws of the State of Idaho. In addition to all other sums which may be due and owing for which a lien is recorded, the Owner shall be obligated to pay all costs and expenses incurred by the Association in preparing, filing, foreclosing said lien, or otherwise collecting the assessment to which it is related, including all attorney's fees. All such costs and expenses shall be deemed to be secured by the lien being foreclosed.

Section 6.8 Personal Obligation of Owner. The amount of any assessment against any Sublot shall be the personal obligation of the Owner thereof to the Association. A suit to recover a money judgment for such obligation may be maintained by the Association without foreclosure or waiver of the lien securing the same, and no Owner may avoid or diminish such personal obligation by waiving use and enjoyment of any of the Common Area, or by the sale or abandonment of the Sublot. In any action or effort to collect assessments, the Association shall be entitled to recover costs and attorney fees reasonable incurred in pursuing or prosecuting the same, in addition to all delinquent assessments and accrued interest thereon.

Section 6.9 Personal Liability of Purchasers. Subject to the provisions of Section 6.8, the purchaser of a Sublot shall be jointly and severally liable with the seller for all unpaid assessments appurtenant thereto including any such assessments due and owing prior to said purchaser's acquisition of said Sublot, together with accrued interest thereon and, should legal action or other collection effort be instituted by the Association to collect the same, all costs and attorney fees reasonably incurred in the pursuit or prosecution of said efforts or actions.

ARTICLE VII DESIGN REVIEW

Section 7.1 Design Review and Approval. Except as expressly exempted therefrom by the provisions of this Declaration, no Townhome, Townhome expansion, exterior alteration, or other Improvement shall be constructed, installed or completed until the plans and specifications therefore have been submitted to, and approved in writing by, the Design Review Committee (hereinafter "DRC"). All plans and specifications shall be evaluated by the DRC as to (1) compliance with this Declaration and provisions of any Design Criteria which may hereafter be adopted by the DRC; (2) harmony and compatibility with the external design of other Townhomes; and (3) suitability of the location of any proposed Improvements in relation to surrounding structures, topography, view corridors and existing drainage patterns. Approval by the DRC does not obviate the necessity of receiving all applicable permits and approvals from the City of Ketchum for any such proposed expansion, exterior alteration or Improvement.

Section 7.2 Maintenance, Repairs and Alterations Without DRC Approval. All exterior maintenance, repairs and alterations must be approved by the DRC. Notwithstanding the foregoing the approval of the DRC will not be required for remodeling or renovating the interior of any Townhome, as long as such remodeling or renovation is imperceptible from the exterior, and in no way alters the configuration and architectural features of the exterior, including the size and shape of windows.

Section 7.3 Design Review Committee. The initial Design Review Committee shall consist of three (3) members, appointed by the Association's Board of Directors. Members of the DRC may, but

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need not be, Owners (including members of the Board), provided that, to the extent reasonably available, at least one (1) member shall be an architect licensed to practice in the State of Idaho, with experience in the design of single family townhome or condominiums in the Ketchum/Sun Valley area. Notwithstanding the foregoing, for a period of five (5) years from the date upon which the Declaration is recorded in the records of Blaine County, all members of the DRC shall be appointed by, and serve at the pleasure of, the Declarant. Thereafter, members shall be appointed, and serve at the pleasure of, the Board of Directors of the Association. A majority of the DRC shall constitute a quorum for the transaction of business at any duly called meeting thereof, and the action of a majority present at any such meeting at which a quorum is present shall constitute the action of the DRC.

Section 7.4 Powers and Duties of the DRC. The DRC shall have the following power and duties:

- A. To require submission to the DRC of complete sets of plans and specifications for any proposed Townhome expansion, replacement, exterior alteration, or for any other proposed Improvement on any Sublot or Common Area. The DRC may also require submission of samples of materials proposed for any such project and may require such additional information as is reasonably necessary to evaluate the proposed work.
- B. To approve or disapprove any such submitted plans or specifications. All decisions of the DRC shall be submitted in writing to the applicant, and signed by all members of the DRC participating in such decision. In the event that the DRC fails to approve or disapprove any plans or specifications requested within forty-five (45) days after receiving a complete application therefore, together with all required plans or specifications and other information reasonably requested by the DRC, approval of the DRC shall conclusively be deemed to have been given.
- C. To obtain the service of architects, engineers or other professional consultants which the DRC deems necessary or appropriate to assist in the review process for any proposed Improvements.
- D. To require a fee to be set and, as necessary from time to time amended, by the DRC, in an amount reasonably calculated to defray the costs incurred in reviewing proposed development plans, including the costs incurred for the services of any professional consultants retained by the DRC to assist it in the review process and in monitoring compliance of all development with DRC approved plans and specifications.
- E. To establish the amount, and require the deposit, of a refundable fee to assure that all approved Improvements are completed in compliance with DRC approvals, and secure the repair of any Common Area infrastructure which may be damaged during the construction of any such approved Improvements.
- F. To complete the processing of all design review applications consistent with the terms and conditions set forth in this Declaration.
- G. To adopt, by majority vote, design criteria or guidelines governing the DRC design review and approval process.

Section 7.5 Development by Declarant. The provisions of this Article shall not apply to Declarant's initial construction of a Townhome on any Sublot, nor to any improvement or landscaping of the Common Area, nor to the subsequent repair, replacement or maintenance of said Common Area improvements or landscaping by the Declarant or the Association.

Section 7.6 Non-Liability for Actions. Neither the Declarant, the Board of Directors, nor the DRC, nor their respective members, successors or assigns, shall be liable in damages to anyone submitting plans to the DRC for approval, or to any Owner affected by reason of mistake in judgment,

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negligence of nonfeasance arising out of, or in connection with, the approval or disapproval, or failure to approve, any plans or specifications submitted to the DRC. Every Owner or other person who submits plans to the DRC for approval agrees, by submission of such plans and specifications, that he will not bring any action or suit against the Board of Directors, the DRC, or the Declarant to recover any such damages.

Section 7.7 Appeals. Any Owner may appeal a final decision of the DRC to the Board of Directors. Any such appeal must be filed in writing with the Board not more than thirty (30) days after the date of the DRC decision, and must set out with particularity the nature of the objections to the decision and the desired relief. Upon its receipt of a duly filed appeal, the Board shall consider the matter at a meeting to be held not more than forty-five (45) days thereafter. Written notice of the meeting shall be provided to the DRC and the interested Owners, granting each an opportunity to appear and be heard. At the conclusion of the appeal hearing, including any necessary continuations thereof, the Board shall adopt and provide to the interested Owners its decision to affirm the DRC decision, to affirm it with additional conditions, overturn it, or remand the matter to the DRC with specific instructions for additional consideration. If the matter is remanded, the subsequent decision of the DRC shall also be subject to appeal in the manner set forth in this section.

ARTICLE VIII
INSURANCE

Section 8.1 General Requirements. Commencing not later than the time of conveyance by the Declarant of a Sublot, improved with a Townhome, to a person other than the Declarant, the Association shall obtain, and thereafter maintain, a policy or policies of insurance, as set forth in this Article VIII, and the Board shall thereafter, no less frequently than every two (2) years, review and determine the adequacy of the Association's insurance coverage. All insurance shall be obtained from companies licensed to do business in the State of Idaho, and all insurance policies shall provide that coverage cannot be cancelled or substantially modified, including cancellation for non-payment of premiums, without at least thirty (30) days prior written notice to any and all insureds names therein.

Section 8.2 Association Insurance.

- A. *Fire and Casualty Insurance.* The Association shall obtain insurance for all Improvements situated on Association-owned Common Areas and Sublots in such amounts, to the extent available, as shall provide for full replacement thereof in the event of damage or destruction from any casualty against which such insurance applies. Such insurance shall include fire and extended coverage, including coverage for such other risks and hazards against which the Association shall deem appropriate. Said insurance coverage shall be "blanket coverage" for all Improvements, and the Association may elect such "deductible" provisions as, in the Association's opinion, are consistent with good business practices. More specifically, said insurance shall provide for the replacement value of the Improvements as they were sold by the Declarant under the original specifications before any subsequent additions by the unit Owner. Such fire and casualty insurance shall be carried in a form or forms naming the Association as the insured, as trustee for the respective Townhome Owners, and shall specify the interest of each Owner (Owner's name, Townhome number or address), and shall provide a standard loss-payable clause providing for payment of insurance proceeds to the Association as trustee for said Owners, and their respective mortgagees and deed of trust beneficiaries. Any such insurance proceeds obtained by the Association shall be used exclusively in accordance with this Declaration. The Association shall furnish to each Owner a true copy of all casualty insurance policies covering its Townhome, upon request, and a certificate of insurance identifying the insured interest of the Owner. No such policies of fire and casualty insurance shall preclude any other policies of fire or casualty insurance owned and maintained by any Townhome Owner, or provide that Association policies be brought into contribution with any such insurance owned and maintain by an Owner.

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- B. *General Liability Insurance.* The Association shall maintain general public liability insurance insuring the Board of Directors, the Association, and Owners covering all Common Area, Sublots and Townhomes. Said insurance shall cover liability of the insureds for property damage, bodily injury and death of persons arising out of the operation, maintenance and use of the Common Area, Sublots and Townhomes, including coverage for such risks as are customarily covered with respect to multi-family residential projects of similar construction, location and use. Said insurance shall contain a combined single policy limit for property damage, personal injury and wrongful death from a single occurrence in such amount as may be deemed appropriate by the Board of Directors, but in no event less than \$2,000,000.
- C. *Workmen's Compensation Insurance.* The Association shall maintain workmen's compensation insurance to the extent necessary to comply with the applicable laws of the State of Idaho for its employees, if any.
- D. *Directors and Officers Liability Insurance.* The Association shall maintain liability insurance for all members of the Board, in an amount to be determined by the Board of Directors.
- E. *Other Insurance.* The Association shall obtain and maintain such other insurance coverage as the Board, in its sole discretion, should deem necessary or appropriate to protect insurable interests of the Association and its members.

Section 8.3 Sublot Owners' Insurance. It should be noted by each Owner, that the Association is not required by this Declaration to provide any insurance covering Improvements within a Townhome, personal property of any type belonging to the Owner or any other person or entity which may be located on the Common Area or Sublot, or within any Townhome. If Owner makes any modifications to the Improvements above and beyond the value of the original specifications as sold by the Declarant, it is Owner's responsibility to provide coverage for such modifications. Any such insurance coverage shall be the sole responsibility of each Owner, at its sole cost and expense. Further, nothing herein contained shall preclude any Owner from obtaining any other or further insurance coverage, including fire, casualty and liability insurance, covering the Owner, the Owner's Sublot and/or Townhome.

Section 8.4 Required Provisions. All insurance policies carried pursuant to the requirements of this Article VIII must provide that:

- (a) each Owner is an insured person under the policy with respect to liability arising out of such Owner's interest in the Common Area or membership in the Association;
- (b) the insurer waives its rights to subrogation under the policy against any Owner or member of his household;
- (c) no act or omission by any Owner, unless acting within the scope of such Owner's authority on behalf of the Association, will void the policy or be a condition to recovery under the policy;
- (d) if, at the time of a loss under the policy, there is other insurance in the name of an Owner covering the risks covered by the policy, the Association's policy provides primary insurance;
- (e) any loss covered by the policies must be adjusted with the Association;
- (f) the insurance proceeds for any loss shall be payable to an insurance trustee designated for that purpose, or otherwise to the Association and not to any holder of a security interest; and

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(g) the insurer shall issue certificates or memoranda of insurance to the Association and, upon request, to any Owner or holder of a security interest.

Section 8.5 Adjustment of Claims. The Association may adopt and establish written nondiscriminatory policies and procedures relating to the submission of claims, responsibility for deductibles, and any other matters of claims adjustment. To the extent the Association settles a property insurance claim, it shall have the authority to assess negligent Owners causing such loss or benefitting from such repair or restoration all deductibles paid by the Association. In the event more than one Unit is damaged by a loss, the Association in its reasonable discretion may assess each Owner a prorata share of any deductible paid by the Association.

Section 8.6 Copies of Policies. A copy of each insurance policy obtained by the Association shall be made available for inspection by any Unit Owner or Eligible First Mortgagee at reasonable times.

ARTICLE IX
FIRE OR CASUALTY DAMAGE

Section 9.1 Damage Assessment. Upon the occurrence of any damage to, or destruction of, any Townhome or other Sublot or Common Area Improvements resulting from any cause which is covered by the Association's fire and casualty insurance coverage, the Board of Directors shall promptly, and in all events within thirty (30) days after the occurrence of such damage or destruction, make the following determinations with respect thereto, employing such professional advice as the Board deems advisable, and make them available in writing to all Owners:

- A. The extent and nature of the damage, together with an inventory of the Townhomes and/or Improvements directly affected thereby.
- B. A reasonable estimate of the cost to repair the damage, which estimate shall, if practicable, be based upon estimates obtained from experienced contractors in Blaine County, Idaho.
- C. The estimated amount of proceeds, if any, available from the Association's fire and casualty insurance policies covering the loss or damage, and the amount of any other insurance proceeds which may be available to defer the costs of repair from any supplemental fire and casualty insurance maintained by the Owners of the affected Townhomes or Improvements.
- D. The amount, if any, by which the estimated cost of repair exceeds the expected insurance proceeds.

Section 9.2 Notice of Damage. The Board of Directors shall promptly, and in all events within thirty (30) days after the date of such insured damage or destruction, file a proof of loss statement with its fire and casualty insurance company(ies) if the loss is covered by insurance, and abide by all terms and conditions of said policy(ies), unless the Board reasonably determines it would not be in the best interest of the Association and the affected Owner or Owners to file a proof of loss. If the damage affects a material portion of any Townhome, the Board shall also send a notice to each mortgagee or deed of trust beneficiary of that Townhome.

Section 9.3 Decision to Repair. Subject to the following terms and conditions, the Board shall, without undue delay, proceed to repair or replace Townhomes or other Improvements damaged or destroyed by fire or casualties covered by the Association's insurance policies:

- A. The Board shall, as soon as possible after the damage has occurred, undertake any emergency work that it deems reasonable necessary to avoid further damage to any Townhome or Improvements within the Subdivision.

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- B. The Board, not less than thirty (30) days after damages insured by the Association's fire and casualty policy have occurred with respect to any Townhome or other Sublot Improvements, promptly commence the repair thereof, applying, to the extent available and necessary, all insurance proceeds available from the Association's insurance policies and/or those policies of insurance, if any maintained by the Owner of said Townhome or Improvements. The Board shall have the authority to employ architects and engineers, advertise for bids, select contracts, and take such other action as is reasonable necessary to undertake and complete the repairs. Contracts for the repair work shall be commenced only when the Board, by means of insurance proceeds and the availability of sufficient Special Assessments, has provided for all costs to be incurred.
- C. The cost of repairing or replacing any Townhome or Improvement from insurance policies owned by the Association and/or the Owner of said Townhome or Improvement so damaged by fire or casualty, in excess of available insurance proceeds, shall be a common expense of the Association, and be subject to Special Assessments in the manner set forth in Article VI. In the event the insurance proceeds received from the Association's fire and casualty insurance policy(ies) exceed the cost of the repairs and replacements, the excess shall be distributed to the Owners in proportion to their respective obligations to pay Annual and Special Assessments.
- D. The nature and extend of said repairs or replacements shall be limited to restoring any damaged or destroyed Townhome or Improvement to substantially the same size and configuration as existed prior to the damage or destruction, in accordance with the original plans and specifications; provided, however, that modifications from those plans and specifications may, upon the request of the affected Owner, be approved by the Board of Directors subject to the following:
- (i) Any modification must be approved by the DRC; and
 - (ii) Owner, at its sole cost and expense, agrees to be responsible for any additional costs incurred as a result of said modification.

Section 9.4 Decision Not to Repair. Notwithstanding the foregoing provisions of this Article IX, the Owner of any Townhome damaged or destroyed by fire or other casualty covered by the Association's insurance, may elect not to have the Townhome repaired or restored by presenting to the Board of Directors, within thirty (30) days after the damage or destruction has occurred, written notice of such election duly signed by the Owners of not less than eighty percent (80%) of all Sublots, including the Sublot containing any Townhome which is attached by a Party Wall shared with the damaged or destroyed Townhome. In the event the damaged Townhome is not repaired or restored, any insurance proceeds which the Association receives or is entitled to receive for such damage from the policies of fire and casualty insurance, less any expenses reasonable incurred by the Association in assessing or investigating the extent of the damage or in preparing for its repair, shall be distributed, as co-payees, to the Owner of said Townhome and all mortgagees, deed of trust beneficiaries, and other lien holders filed of record against said Townhome.

ARTICLE 10. SPECIAL DECLARANT RIGHTS AND ADDITIONAL RESERVED RIGHTS

Section 10.1 Special Declarant Rights. Declarant hereby reserves the right, from time to time, to perform the acts and exercise the rights hereinafter specified (the "Special Declarant Rights"). Declarant's Special Declarant Rights include the following:

- (a) Completion of Improvements. The right to complete improvements indicated on Plats filed with this Declaration. After the completion of the first phase of construction, Declarant shall:
 - (i) keep, or cause to be kept, the portion of the Property owned by Declarant in a neat, orderly and clean

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condition, free of all weeds and other debris; (ii) during construction on the Property, employ effective dust control procedures; (iii) comply with any reasonable requests made by an Owner with respect to the appearance of the Property during construction thereon within five (5) business days following receipt of such request; (iv) protect the Property (including, without limitation, the Common Area) from damage caused by Declarant, or its agents, employees, contractors or subcontractors to (or promptly repair once damaged) all pavement, curbs, gutters, sidewalks, streets, facilities, hydrants, and other property within the Common Area; (v) keep all such Common Area, and all pedestrian and road rights-of-way and drives, reasonably clean and clear of equipment, building materials, dirt and debris and similar materials; (vi) not bury or cover trash or debris on any portion of the Property; (vii) clean plaster or concrete equipment only at designated sites; (viii) not store any construction materials on the Property except materials to be used in the construction of Sublots or Townhomes; (ix) keep roadways, easements, and other property within the Property clean of silt, construction materials and trash from its activities and the activities of its agents, employees, contractors and subcontractors, at all times; (x) clean the exterior of all completed Townhomes which Declarant owns and perform landscape and site maintenance on all such Sublots as necessary to keep the property in a neat and orderly condition; and (xi) during the construction period, comply with all applicable laws, rules and regulations pertaining to construction and safety and with the Construction Rules, as amended from time to time.

(b) Exercise of Development Rights. The right to exercise any development rights.

(c) Sales Management and Marketing. The right to locate, relocate and maintain sales offices, management offices, signs advertising the Subdivision and models within any Townhome Sublot and in the Common Area. Declarant shall have the right to show Residences and the Common Area to prospective purchasers and to arrange for the use of any recreational facilities within the Common Area by prospective purchasers.

(d) Construction Easements. The right to use easements through the Common Area for the purpose of making improvements within the Subdivision.

(e) Control of Association and Board of Directors. The right to appoint or remove any officer of the Association or any member of the Board of Directors.

(f) Amendment of Declaration. The right to amend this Declaration in connection with the exercise of any Development Rights.

(g) Amendment of Plat. The right to amend the Plat in connection with the exercise of any Development Rights.

(h) Signs. The right to maintain signs on the Common Area advertising the Subdivision.

(i) Post Sales. The right to use the Common Area to maintain customer relations and provide post sale services to Owners.

(j) Parking/Storage. The right to use and to allow others to use all parking and storage areas in connection with its marketing efforts.

Section 10.2 Additional Reserved Rights. In addition to the Special Declarant Rights set forth in Section 10.1 above, Declarant also reserves the following additional rights (the "Additional Reserved Rights"):

(a) Dedications. The right to establish, (from time to time, by dedication or otherwise, utility and other easements for purposes including but not limited to streets, paths, walkways, ski ways, drainage, recreation areas, parking areas, driveways, ducts, shafts, flues, conduit installation areas, and to create other reservations, exceptions and exclusions for the benefit of and to serve the Owners within the Subdivision.

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(b) Use Agreements. The right to enter into, establish, execute, amend, and otherwise deal with contracts and agreements for the use, lease, repair, maintenance or regulation of parking and/or recreational facilities, which may or may not be a part of the Subdivision for the benefit of the Owners and/or the Association.

(c) Easement Rights. The rights to an easement through the Common Area as may be reasonably necessary for the purpose of discharging Declarant's obligations arising under this Declaration or the Act.

(d) Other Rights. The right to exercise any Additional Reserved Right created by any other provision of this Declaration.

Section 10.3 Limitations on Special Declarant Rights and Additional Reserved Rights. Unless sooner terminated by an amendment to this Declaration executed by the Declarant, any Special Declarant Right or Additional Reserved Rights may be exercised by the Declarant so long as the Declarant (a) is obligated under any warranty or obligation; (b) holds a Development Right; (c) owns any Sublot; or (d) holds a Security Interest in any Sublot; provided, however, all Special Declarant Rights and Additional Reserved Rights shall terminate ten (10) years after the date of recording this Declaration. Earlier termination of certain rights may occur pursuant to requirements of the Act. Notwithstanding anything to the contrary in this Article X, Declarant shall not have the right without the approval of a majority of the Owners not including Declarant to do any of the following: (a) annex additional property to this Declaration; (b) alter the conditional use permit issued by the City of Ketchum in a manner that has a material adverse impact on the Owners as a class, or the Association

Section 10.4 Interference with Special Declarant Rights. Neither the Association nor any Owner may take any action or adopt any rule and/or regulation that will interfere with or diminish any Special Declarant Rights or Additional Reserved Rights without the prior written consent of the Declarant.

Section 10.5 Rights Transferable. Any Special Declarant Rights or Additional Reserved Right created or reserved under this Article 10 for the benefit of Declarant may be transferred to any person by an instrument describing the rights transferred and recorded in the Records. Such instrument shall be executed by the transferor Declarant and the transferee.

ARTICLE XI REVOCATION OR AMENDMENT

Section 11.1 Method of Revocation or Amendment. This Declaration may be amended or revoked, in part or in whole, by an instrument duly approved and adopted by not less than two-thirds of the Owners entitled to vote. The amendment or revocation shall be effective as of the date a copy of the instrument adopted, together with a certification of the vote or other action of the Owners by a duly authorized officer of the Association, is recorded in the official records of Blaine County, Idaho. Any such revocation or amendment duly adopted and recorded shall be binding upon every Owner and Sublot, whether the burdens of this Declaration are increased or decreased by any such amendment or revocation, and whether or not the Owner consents thereto. Notwithstanding the foregoing, the consent of the Declarant and any assignees of Declarant established pursuant to Section 12.3 shall be required for any proposed amendment to Sections 2.1, 3.4, 3.7, 5.5, 7.5 and 12.3 if, and to the extent that, at the time of any such proposed amendment the Declarant and/or such assignees own one or more Townhome Sublots, or be entitled to develop one or more Townhome Sublots which are subject to this Declaration.

ARTICLE XII MISCELLANEOUS

Section 12.1 Compliance. Each Owner shall comply with the provisions of this Declaration, Design Criteria, Articles of Incorporation and Bylaws of the Association, and all rules and regulations duly

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enacted by the Association. Failure to comply shall be grounds for an action to recover sums due for damage or injunctive relief, or both, maintainable by the Association or any Owner.

Section 12.2 Mailing Address. Each Owner shall provide the Association with such Owner’s mailing address and/or email address, which address shall be used for the mailing or other service of any and all notices, assessments or communications from the Association. Any notice referred to in this section shall be deemed given by the Association when it has been deposited in the United States mail, postage prepaid, or when the email has been sent, addressed to the Owner at the given address.

Section 12.3 Transfer of Rights. Any right or interest reserved hereby to the Declarant may be transferred or assigned by the Declarant to any person or entity without the need for further approval.

Section 12.4 Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

Section 12.5 Severability. In any of the provisions of this Declaration, or any clause, paragraph, sentence, phrase or word or the application thereof in any circumstance shall be invalidated, such invalidity shall not affect the validity of the remainder of the Declaration, and the application of any such provision, paragraph, sentence, phrase or word in any other circumstance shall not be affected thereby.

Section 12.6 Prevailing Law. The provisions of this Declaration shall be construed and enforced pursuant to the laws of the State of Idaho.

IN WITNESS WHEREOF, the undersigned has executed this Declaration on the day and year first written above.

IEG THUNDER SPRING, LLC
an Idaho Limited Liability Company

By: _____
Its: _____

STATE OF _____)
)ss.
County of _____)

On this _____ day of _____, 2016, before me, a Notary Public, in and for said County and State, personally appeared _____, known or identified to me to be the _____ of IEG Thunder Spring, LLC, the limited liability company that executed the foregoing instrument and acknowledged to me that such entity 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
Residing at: _____
My commission expires: _____



City of Ketchum

Planning and Zoning Commission
 City of Ketchum
 Ketchum, Idaho

Commissioners:

**STAFF REPORT
 KETCHUM PLANNING AND ZONING COMMISSION
 REGULAR MEETING OF MAY 8, 2017**

PROJECT: Thunder Spring Residences Townhome Final Plat Sublots 3 & 4

FILE NUMBER: #17-024

OWNERS: IEG/NCP Thunder Spring LLC

REPRESENTATIVE: Robert Parker

REQUEST: Final plat approval for sublots 3 & 4 of a nine (9) subplot townhouse subdivision

LOCATION: 126 Saddle Road (Thunder Spring Large Block Plat Block 2)

ZONING: Tourist (T)

NOTICING: None required.

REVIEWER: Brittany Skelton, Senior Planner

ATTACHMENTS:

- A. Application, dated April 12, 2017
- B. Final Plat, dated April 2017
- C. Preliminary Plat, dated March 01, 2017
- D. Draft declaration establishing Covenants, Conditions and Restrictions

BACKGROUND

1. The subject property is located in the Tourist (T) District and contains a lot size of 1.17 acres. The development received Preliminary Plat, Design Review, and a Planned Unit Development (PUD) Conditional Use Permit (CUP) from the Commission in 2015. Thereafter, the applicant applied for and received a building permit for the two-unit townhouse being built on Sublots 3 & 4. The applicant also applied for and received a building permit for the two-unit townhouse being built on Sublots 1 & 2 and has also submitted a Final Plat application for Sublots 1 & 2. In 2016 the development received Preliminary Plat approval for all nine (9) townhouse sublots from the City Council.
2. A preliminary plat approved by Council must receive Final Plat approval from Council within one year of Council's approval of the preliminary plat, otherwise the plat is null and void (Ketchum Municipal Code 16.04.030.H). However, because this development is part of a PUD-CUP and a Development Agreement, the townhouses may receive Final Plat approval in phases.
3. The Final Plat will first be considered by the Planning and Zoning Commission. Per KMC 16.04.030.F, if the Final Plat substantially conforms to the Preliminary Plat and the final plat is in compliance with all requirements the Commission shall approve the Final Plat and the chairperson shall affix the date of acceptance and his or her signature on the final plat. Thereafter the Final Plat shall be transmitted to City Council for approval. If the Final Plat conforms to all requirements of this chapter, all conditions place upon the Preliminary Plat, and all requirements of Idaho law, Council shall approve the final plat. However, the Final Plat shall not be signed by the city clerk and recorded until the townhomes have received a certificate of occupancy, the CC&Rs have been recorded, and all design review elements as approved by the planning and zoning administrator have been completed.

City Department Comments				
Compliant			Standards and Staff Comments	
Yes	No	N/A	City Code	City Standards and <i>Staff Comments</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I	Complete Application
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	City Department Comments	Police Department: <ul style="list-style-type: none"> • <i>No new comments.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Fire Department: <ul style="list-style-type: none"> • <i>No new comments.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		City Engineer: <ul style="list-style-type: none"> • <i>No new comments.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Streets: <ul style="list-style-type: none"> • <i>No new comments.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Utilities: <ul style="list-style-type: none"> • <i>No new comments.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Building: <ul style="list-style-type: none"> • <i>No new comments.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Planning and Zoning: <ul style="list-style-type: none"> • <i>See comments throughout staff report.</i>

Compliance with Zoning District				
Compliant			Standards and Staff Comments	
Yes	No	N/A	Regulation	City Standards and Staff Comments
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.52.010.J	Lot Area Staff Comments Building Lot Coverage: <i>The T district requires a minimum of 35% open space. The applicant is proposing 41.5% open space.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.52.010.I & 17.52.010.F	Building Height, Setbacks and Waivers Staff Comments Required for Building Heights: <ul style="list-style-type: none"> 35 feet for Buildings with a roof pitch under 5:12. For buildings with a roof pitch greater than 5:12, the maximum height to the mean point of the ridge or ridges measured from the eaves line to the ridge top shall be 35 feet. Roof ridges above the mean point may extend up to 44 feet. Required for Building Setbacks: FRONT: 15 feet REAR: One foot for every three feet in building height or 10 feet, whichever is more SIDE: One foot for every 3 feet in building height or five feet, whichever is more Proposed: <i>The project meets all required setbacks except for waivers which are requested in the CUP Planned Unit Development application.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.124.060.M	Curb Cut Staff Comments Required: <i>A total of 35% of the linear distance of any street frontage may be devoted to access to off street parking.</i> Proposed: <i>The plans indicate that the proposed curb cuts are less than 35% of the street frontage.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.124.060.A(1)	Parking Spaces Staff Comments Required: <i>1-1/2 spaces for every one-family dwelling or duplex unit. The proposed nine (9) units require a minimum of 14 spaces.</i> Proposed: <i>The applicant is proposing 18 garage parking spaces (two per unit) and 12 guest parking spaces. Additionally, six (6) on-street parking spaces have been added to Valleywood Road.</i>

Townhouse Final Plat Requirements				
Compliant			Standards and Staff Comments	
Yes	No	N/A	City Code	City Standards and Staff Comments
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.B OWNER'S DOCUMENTS	The subdivider of the townhouse project shall submit with the preliminary plat application a copy of the proposed party wall agreement and any proposed document(s) creating an association of owners of the proposed townhouse sublots, which shall

				adequately provide for the control and maintenance of all commonly held facilities, garages, parking and/or open spaces.
			<i>Staff Comments</i>	<i>The applicant submitted draft CC&Rs with the preliminary plat application. The draft CC&Rs are attached and the final CC&Rs shall be recorded simultaneously with recordation of the final plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.D FINAL PLAT PROCEDURE	<p>1. The Final Plat procedure contained in subsection 16.04.030F shall be followed. However, the final plat shall not be signed by the city clerk and recorded until the townhouse has received:</p> <p style="padding-left: 40px;">a. A certificate of occupancy issued by the city of Ketchum; and</p> <p style="padding-left: 40px;">b. completion of all design review elements as approved by the planning and zoning administrator.</p> <p>2. The Council may accept a security agreement for any design review elements not completed on a case by case basis pursuant to section 17.96.110 of this code.</p>
				<i>The final plat procedure shall be followed. The above requirements have been made conditions of approval.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.E GARAGE	All garages shall be designated on the preliminary and final plats and on all deeds as part of the particular townhouse units. Detached garages may be platted on separate sublots; provided, that the ownership of detached garages is tied to specific townhouse units on the townhouse plat and in any owner's documents, and that the detached garage(s) may not be sold and/or owned separate from any dwelling unit(s) within the townhouse development.
			<i>Staff Comments</i>	<i>The footprints of the attached garage for each unit are outlined on the Final Plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.F GENERAL APPLICABILITY	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 townhouse subdivisions.
			<i>Staff Comments</i>	<i>All applicable city provisions are found to be in compliance.</i>

STAFF RECOMMENDATION

Staff recommends the Commission approve the Final Plat for Thunder Spring Residences Sublots 3 & 4, subject to conditions 1-9 below.

COMMISSION OPTIONS

Make a motion to:

1. Recommend approval of the Final Plat application for Thunder Springs Residences Sublots 3 & 4 to City Council subject to conditions 1 – 9.
2. Recommend denial of the Final Plat application for Thunder Springs Residences Sublots 3 & 4 to City Council, because of the following standards (Commission to insert reasons for denial) including findings.

MOTION: "I MOVE TO RECOMMEND APPROVAL TO THE CITY COUNCIL OF THE THUNDER SPRING RESIDENCES SUBLOTS 3 & 4 FINAL PLAT APPLICATION BY IEG/NCP THUNDER SPRING LLC WITH CONDITIONS 1 - 9."

RECOMMENDED CONDITIONS

1. The Covenants, Conditions and Restrictions (CC&R's) shall be simultaneously recorded with the final plat, and the City will not now, nor in the future, determine the validity of the CC&R's;
2. The failure to obtain final plat approval by the Council, of an approved preliminary plat, within one (1) year after approval by the Council shall cause all approvals of said preliminary plat to be null and void;
3. The recorded plat shall show a minimum of two Blaine County Survey Control Monuments with ties to the property and an inverse between the two monuments. The Survey Control Monuments shall be clearly identified on the face of the map;
4. An electronic CAD file shall be submitted to the Blaine County Recorder's office concurrent with the recording of the Plat containing the following minimum data:
 - a. Line work delineating all parcels and roadways on a CAD layer/level designated as "parcel";
 - b. Line work delineating all roadway centerlines on a CAD layer/level designated as "road"; and,
 - c. Line work that reflects the ties and inverses for the Survey Control Monuments shown on the face of the Plat shall be shown on a CAD layer/level designated as "control"; and,
5. All information within the electronic file shall be oriented and scaled to Grid per the Idaho State Plane Coordinate System, Central Zone, NAD1983 (1992), U.S. Survey Feet, using the Blaine County Survey Control Network. Electronic CAD files shall be submitted in a ".dwg", ".dgn" or ".shp" format and shall be submitted digitally to the City on a compact disc. When the endpoints of the lines submitted are indicated as coincidental with another line, the CAD line endpoints shall be separated by no greater than 0.0001 drawing units.
6. The applicant shall provide a copy of the recorded final plat to the Department of Planning and Building for the official file on the application.
7. All requirements of the Fire, Utility, Building, Planning and Public Works departments of the City of Ketchum shall be met. All public improvements shall meet the requirements of the Public Works Department.
8. The final plat shall not be signed by the City Clerk and recorded until the townhouses have received:
 - a. A Certificates of Occupancy issued by the city of Ketchum; and
 - b. Completion of all design review elements as approved by the Planning and Zoning Administrator.
9. The Council may accept a security agreement for any design review elements not completed on a case by case basis pursuant to Section 17.96.120.

ATTACHMENTS:

- A. Application, dated April 12, 2017
- B. Final Plat, dated April 2017
- C. Preliminary Plat, dated March 01, 2017
- D. Draft declaration establishing Covenants, Conditions and Restrictions



City of Ketchum
Planning & Building

CERTIFIED COMPLETE
5/2/17/KO

OFFICIAL USE ONLY	
	17-074
	5-2-17
	K. Owens
	\$750
	B. Skelton

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, 480 East Ave. N., 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 and click on Municipal Code.

APPLICANT INFORMATION			
Name of Proposed Subdivision: Thunder Spring Residences			
Owner of Record: IEG/NCP Thunder Spring LLC			
Address of Owner: PO Box 284 Sun Valley, ID 83353			
Representative of Owner: Robert Parker			
Legal Description: Sublots 3 & 4 of Thunder Spring Residences			
Street Address: TBD			
SUBDIVISION INFORMATION			
Number of Lots/Parcels: 2			
Total Land Area: 7,359			
Current Zoning District: T			
Proposed Zoning District: T			
Overlay District: NA			
TYPE OF SUBDIVISION			
Condominium <input type="checkbox"/>	Land <input type="checkbox"/>	PUD <input type="checkbox"/>	Townhouse <input checked="" type="checkbox"/>
Adjacent land in same ownership in acres or square feet: 43,481 (total lot size excluding sublots 3 & 4)			
Easements to be dedicated on the final plat: Various public easements, see preliminary plat			
Briefly describe the improvements to be installed prior to final plat approval: Curb, gutter, sidewalks, bus stop, and utilities			
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.			

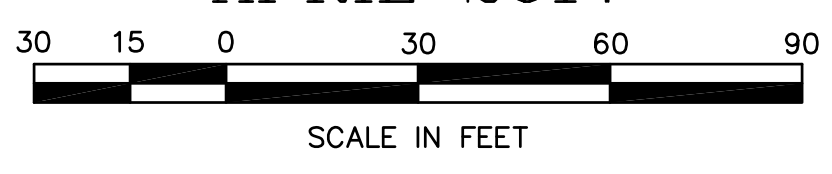
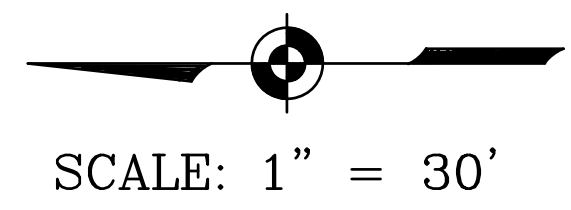
Applicant agrees in the event of a dispute concerning the interpretation or enforcement of the Subdivision Application in which the City of Ketchum is the prevailing party to pay reasonable attorney's fees and costs, including fees and costs of appeal for the City of Ketchum. Applicant agrees to observe 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 tortious 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.

Applicant Signature

Date

A PLAT SHOWING
THUNDER SPRING RESIDENCES SUBLOTS 3 & 4
 WHEREIN A PORTION OF BLOCK 2, THUNDER SPRING LARGE BLOCK PLAT AMENDED IS REPLATTED AS SHOWN
 LOCATED WITHIN SECTION 7, T.4 N., R.18 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO

APRIL 2017



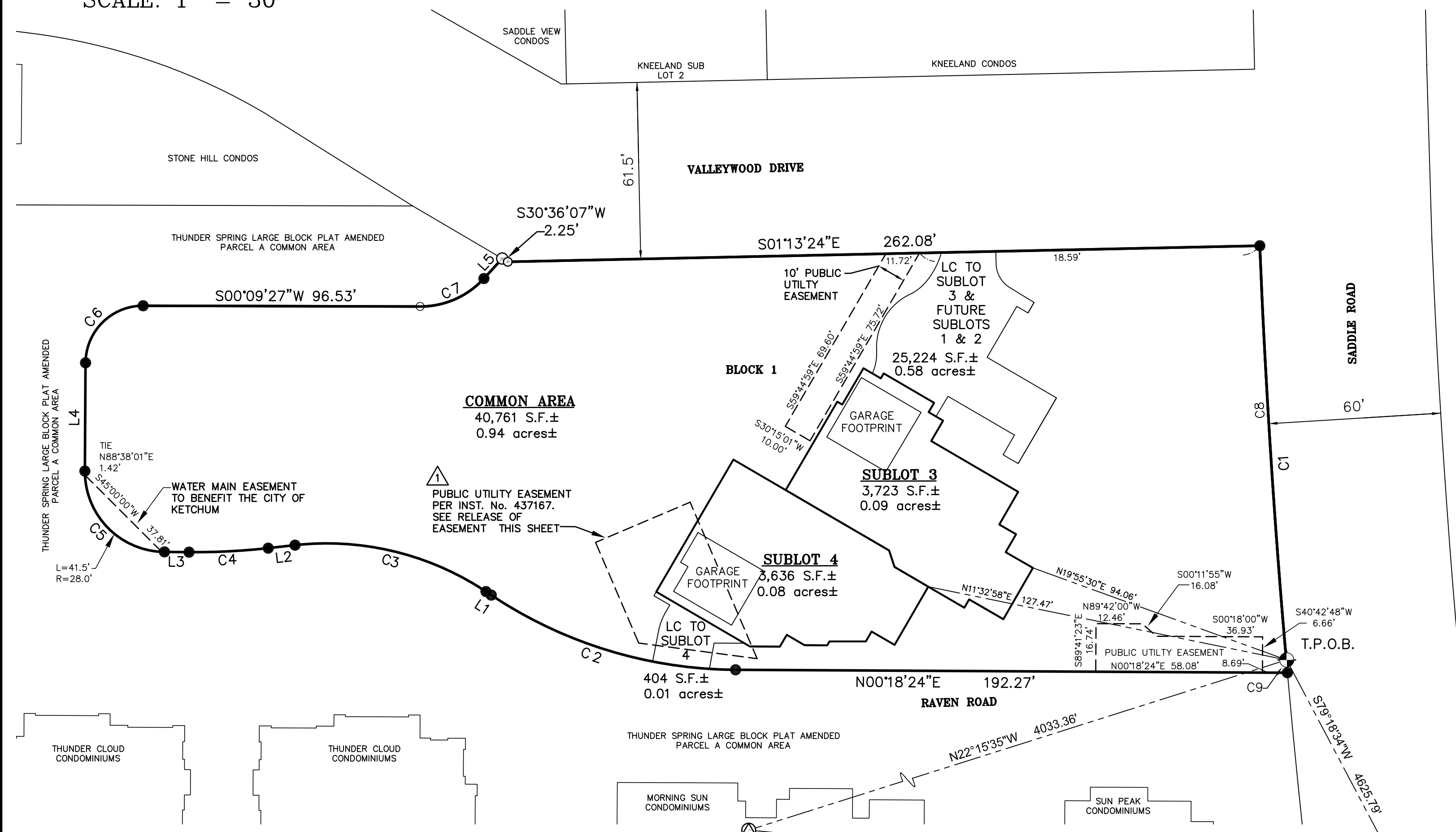
LEGEND

- Property Boundary
- Adjoiners Lot Line
- - - Utility Easement
- ⊙ Found Aluminum Cap
- ⊕ Found Brass Cap
- Found 5/8" Rebar
- Found 1/2" Rebar
- Set 5/8" Rebar
- Sublot Boundaries
- - - Limited Common Boundaries
- LC Limited Common
- - - Survey Ties

SEE SHEET 2 FOR SUBLLOT DETAILS

NOTES

1. Sublot lines follow building roof lines and centerlines of party walls.
2. A 6' wide public utility easement is hereby granted adjacent to Raven Road. All new utilities shall be installed underground.
3. Covenant, conditions, and restrictions for these townhomes, including the party wall agreement, exist under Inst. No. _____, records of Blaine County, Idaho.
4. All Townhome unit owners shall have mutual reciprocal easements for existing and future water, cable tv, sewage, storm, telephone, natural gas and electrical lines over, under, and across their townhouses and sublots, outside of the foundation stemwalls, for the repair, maintenance, and replacement thereof.
5. Garage space shall not be converted to living space or uses other than parking of vehicles and household storage.
6. The townhouse sublots shown hereon are considered as one (1) land lot. Coverage requirements and other bulk regulations per the City of Ketchum ordinances apply to the sublots as one parcel.
7. Property shown hereon is subject to the following exceptions per Title Report by Blaine County Title Policy No. 0-9301-003319026, dated January 12, 2015:
 - Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided in the Declaration of Special Covenants, Conditions and Restrictions recorded December 5, 1997 as Instrument No. 408654;
 - Thunder Spring Phased Development Agreement, including the terms and provisions thereof, recorded October 7, 1999 as Instrument No. 432272, and Amended as Instrument No.'s 444558, 467471 and 491957;
 - Subordination and Nondisturbance Agreement, including the terms and provisions thereof, by and between the City of Ketchum, Idaho, a municipal corporation and Thunder Spring, LLC., a Delaware limited liability company, recorded October 27, 2000 as Instrument No. 444559;
 - Notes, Easements and Restrictions as shown on the plat of Thunder Spring Large Block Plat, recorded March 10, 2000 as Instrument No. 437167;
 - Notes, Easements and Restrictions as shown on the plat of Thunder Spring Large Block Plat Amended, recorded July 2, 2008 as Instrument No. 559523, records of Blaine County, Idaho.
8. This development is subject to the Amended and Restated Phased Development Agreement between Ketchum/IEG Thunder Spring, LLC, et. al., dated November 16, 2015 and recorded as Instrument #631541. Sublots may be platted in phases.
9. All areas outside Sublots that is not designated as Limited Common is Common Area.



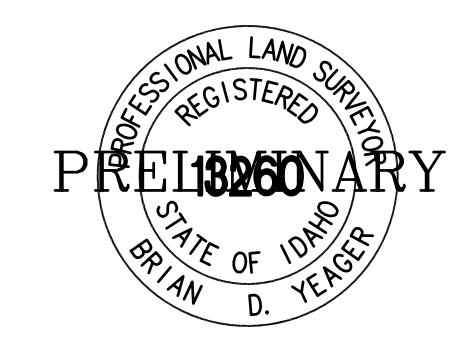
CURVE TABLE						
CURVE	LENGTH	RADIUS	TANGENT	DELTA	CHORD	CHORD DIRECTION
C1	149.05'	3108.86'	74.54'	2°44'49"	149.04'	S 86°17'58" W
C2	90.27'	155.00'	46.46'	33°22'06"	89.00'	N 16°59'24" E
C3	69.86'	100.00'	36.42'	40°01'39"	68.45'	N 13°39'35" E
C4	27.68'	230.00'	13.86'	6°53'41"	27.66'	S 02°54'30" E
C5	43.89'	28.00'	27.90'	89°48'16"	39.53'	N 45°26'49" E
C6	31.35'	20.00'	19.94'	89°49'21"	28.24'	S 44°44'28" E
C7	24.98'	30.00'	13.26'	47°42'02"	24.26'	S 23°41'18" E
C8	144.59'	3108.86'	72.31'	2°40'23"	144.58'	S 86°20'35" W
C9	4.46'	3108.86'	2.23'	0°04'57"	4.46'	S 84°57'55" W

LINE TABLE		
LINE	LENGTH	BEARING
L1	2.24'	N 33°40'15" E
L2	9.36'	N 06°21'03" W
L3	8.56'	N 00°32'17" E
L4	37.71'	S 89°38'36" E
L5	9.43'	S 47°32'06" E

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

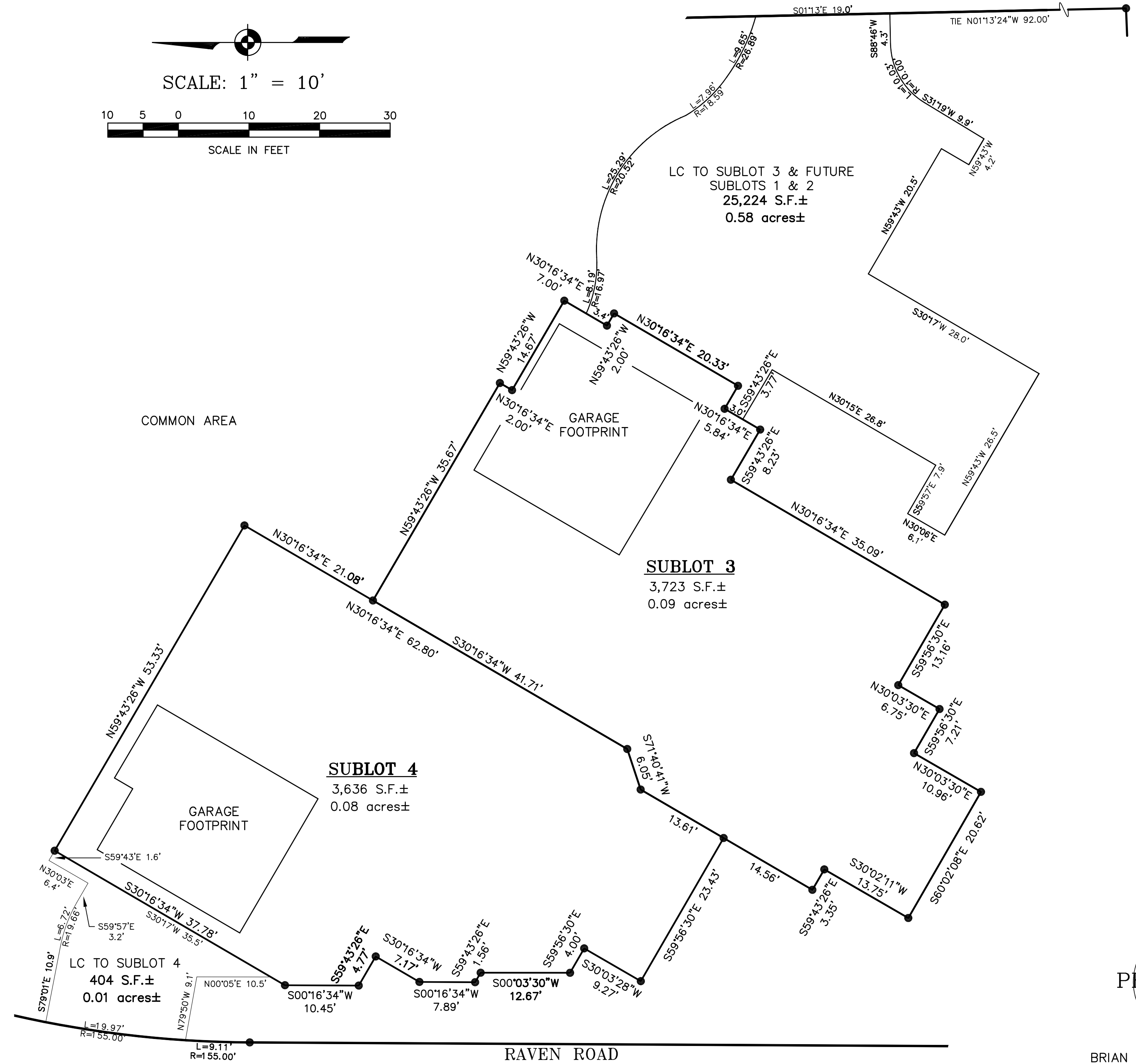
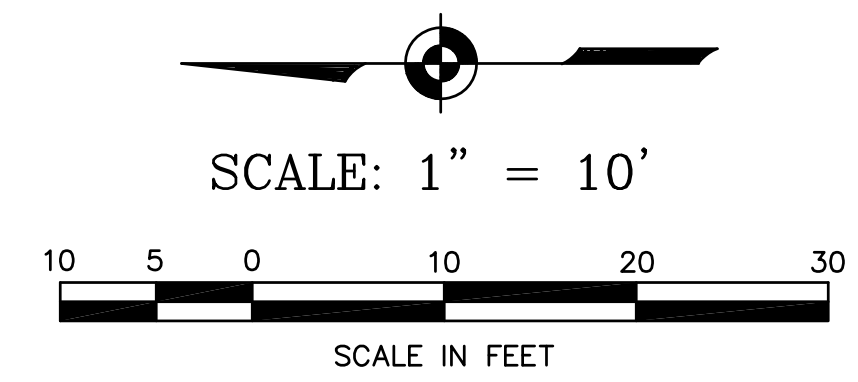
RELEASE OF PUBLIC UTILITY EASEMENT
 LOCATED WITHIN TOWNSHIP 4 NORTH, RANGE 18 EAST, BOISE MERIDIAN, SECTION 7, KETCHUM, BLAINE COUNTY, IDAHO
 A Public Utility easement lying within Block 2 as depicted within: THUNDER SPRING LARGE BLOCK PLAT AMENDED, Instrument No. 559523, records of Blaine County, Idaho, more particularly described as follows:
 Commencing at a Brass Cap marking the True Point of Beginning for said THUNDER SPRING LARGE BLOCK PLAT AMENDED, thence North 00°08'23" East, 184.53 feet to the True Point of Beginning;
 Thence North 66°49'19" East, 59.29 feet;
 Thence North 23°02'40" West, 35.78 feet;
 Thence South 66°48'07" West, 38.14 feet;
 Thence South 07°30'30" West, 41.61 feet to the TRUE POINT OF BEGINNING.



BRIAN D. YEAGER, P.L.S. 13260

THUNDER SPRING RESIDENCES
 SUBLOTS 3 & 4
 GALENA ENGINEERING, INC.
 HAILEY, IDAHO
 SHEET 1 OF 3
 Job No. 7128

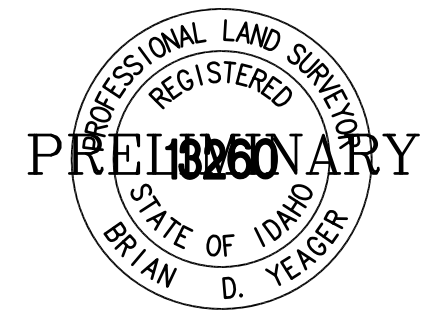
A PLAT SHOWING
THUNDER SPRING RESIDENCES SUBLOTS 3 & 4
 LOCATED WITHIN SECTION 7, T.4 N., R.18 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
 APRIL 2017



LEGEND

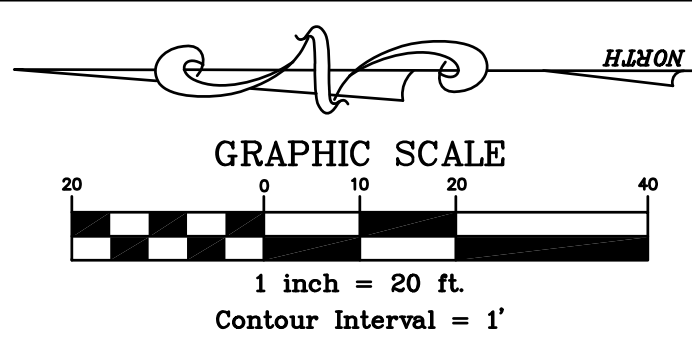
- Property Boundary
- Adjoining Sublots
- Set 5/8" Rebar
- Sublot Boundaries
- Limited Common Boundaries
- Limited Common

SEE SHEET 1 FOR BOUNDARY INFORMATION AND NOTES



BRIAN D. YEAGER, P.L.S. 13260

THUNDER SPRING RESIDENCES
 SUBLOTS 3 & 4
 GALENA ENGINEERING, INC.
 HAILEY, IDAHO
 SHEET 2 OF 3
 Job No. 7128



NOTES

- 1. Sublot lines follow building roof lines and centerlines of party walls per Architectural Plans.
2. All construction shall conform to the "City of Ketchum Standards".
3. Utility locations are approximate and locations should be verified before any excavation.
4. Property is currently zoned T (Tourist).
5. A 6' wide public utility easement is hereby granted adjacent to Raven Road. All new utilities shall be installed underground.
6. Covenant, conditions, and restrictions for townhomes, including the party wall agreement, exist under Inst. No.
7. All Townhome unit owners shall have mutual reciprocal easements for existing and future water, cable tv, sewage, storm, telephone, natural gas and electrical lines over, under, and across their townhouses and sublots, outside of the foundation stemwalls, for the repair, maintenance, and replacement thereof.
8. Garage space shall not be converted to living space or uses other than parking of vehicles and household storage.
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- Notes, Easements and Restrictions as shown on the plat of Thunder Spring Large Block Plat Amended, recorded July 2, 2008 as Instrument No. 559523, records of Blaine County, Idaho.
11. The development is subject to the Amended and Restated Phased Development Agreement between Ketchum/IEG Thunder Spring, LLC, et. al., dated November 16, 2015 and recorded as Instrument #631541. Sublots may be platted in phases.



SEE SHEET 2 FOR UNIT BOUNDARIES, LIMITED COMMON AREAS, AND COMMON AREA DESIGNATIONS

LEGEND table with columns for symbols and descriptions including Property Boundary, Utility Easement, Proposed Gas Service, Proposed Water Service, Proposed Power Service, Existing Catch Basin, Proposed Catch Basin with Inlet Grates, Stormwater Infiltration Unit, Proposed Small Area Drain, Existing Drywell, Existing Power Box, Existing Telephone Riser, Existing Fire Hydrant, Existing Fire Hydrant, Proposed Water Valve, Proposed Water Main Fittings, Proposed Thrust Block, Proposed Fire Hydrant, Proposed Sewer Cleanout, Light Pole, Sewer Manhole, Proposed Drainage Direction, Found Aluminum Cap, Found Brass Cap, Found 5/8" Rebar, Found 1/2" Rebar, Set 5/8" Rebar, Unit Boundaries, Limited Common Boundaries.

RELEASE OF PUBLIC UTILITY EASEMENT

LOCATED WITHIN TOWNSHIP 4 NORTH, RANGE 18 EAST, BOISE MERIDIAN SECTION 7, KETCHUM, BLAINE COUNTY, IDAHO

A Public Utility easement lying within Block 2 as depicted within: THUNDER SPRING LARGE BLOCK PLAT AMENDED, Instrument No. 559523, records of Blaine County, Idaho, more particularly described as follows:

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Thence North 66°49'19" East, 59.29 feet;

Thence North 23°02'40" West, 35.78 feet;

Thence South 66°48'07" West, 38.14 feet;

Thence South 07°30'30" West, 41.61 feet to the TRUE POINT OF BEGINNING.

LINE TABLE with columns: LINE, LENGTH, BEARING. Rows L1 to L5.

CURVE TABLE with columns: CURVE, LENGTH, RADIUS, TANGENT, DELTA, CHORD, CHORD DIRECTION. Rows C1 to C7.

BUILDING FOOTPRINT TABLE with columns: SUBLOT, SQUARE FOOTAGE. Rows 1 to 9 and TOTAL.

SQUARE FOOTAGE INCLUDES ROOF OVERHANGS, PATIOS, AND GARAGES.

Owner: IEG/NCP Thunder Spring, L.L.C. P.O. Box 284 Sun Valley, ID 83353

Address: 126 Saddle Rd., Ketchum, ID 83340

Legal Description: Block 2 of Thunder Spring Large Block Plat Amended, according to the official plat thereof, recorded as Inst. # 559523, Records of Blaine County, Idaho.

Architect: John M. Shirley, AIA Think Architecture 5151 South 900 East, Suite 200 Salt Lake City, UT 84117

Landscape Architect: Ben Young P.O. Box 594 323 Lewis Street, Suite N Ketchum, ID 83340

Engineer/Surveyor: Brian D. Yeager Galena Engineering, Inc. 317 N. River Street Hailey, ID 83333



OFFICIAL STAMPED DRAWING ON FILE AT GALENA ENGINEERING, INC.

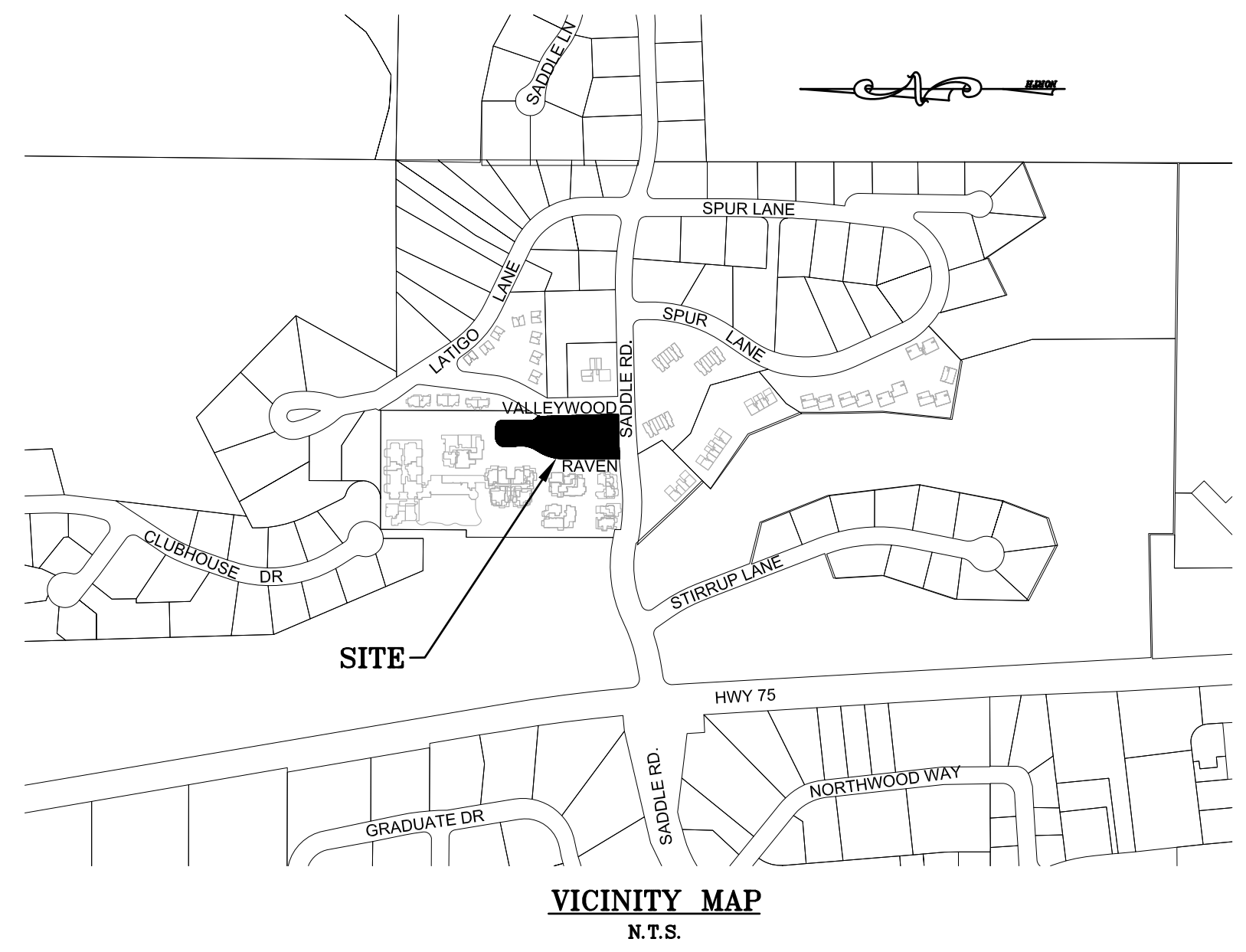
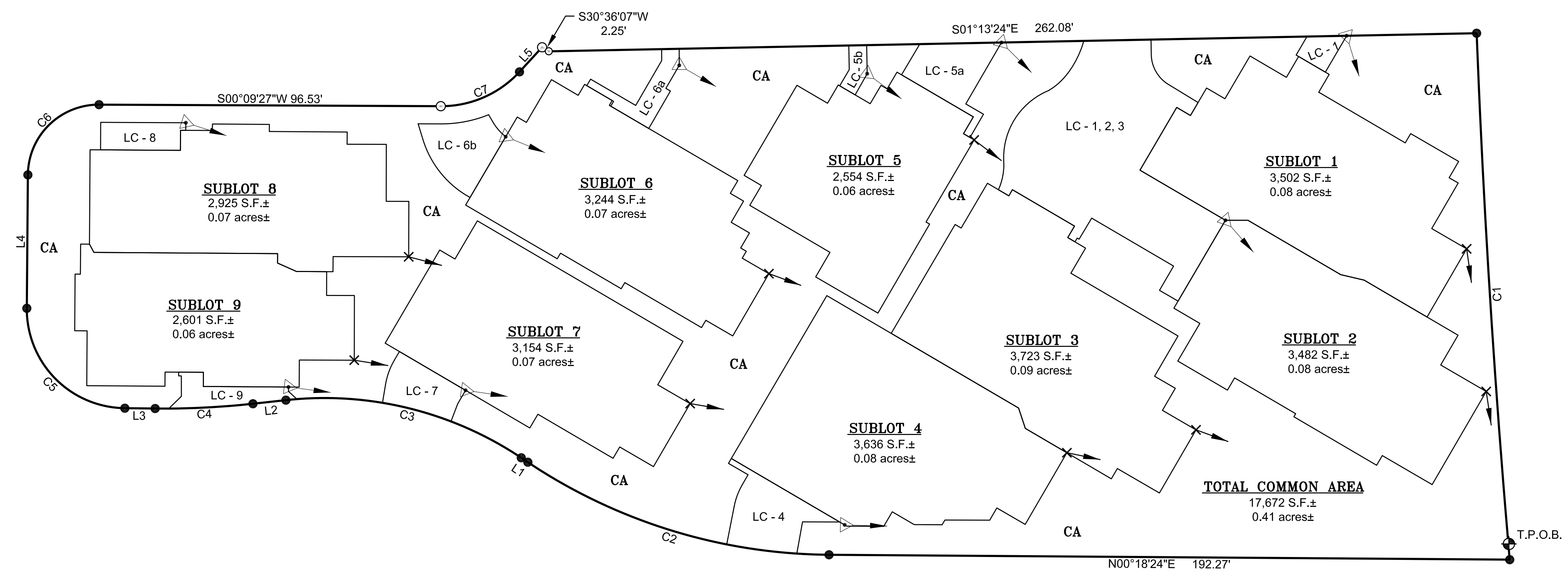
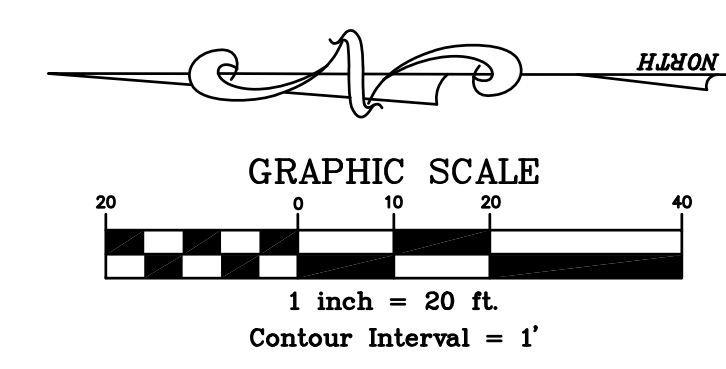


Table with 2 columns: NO, DATE, BY, REVISIONS



- LEGEND
Found Brass Cap
Set 5/8" Rebar
Found 5/8" Rebar
Found 1/2" Rebar
Initial Point on Townhouse Boundary
Initial Point on Limited Common Boundary
Tie Direction to T.P.O.B.
LC = Limited Common
CA = Common Area
T.P.O.B. = True point of Beginning

LINE TABLE
Table with 3 columns: LINE, LENGTH, BEARING

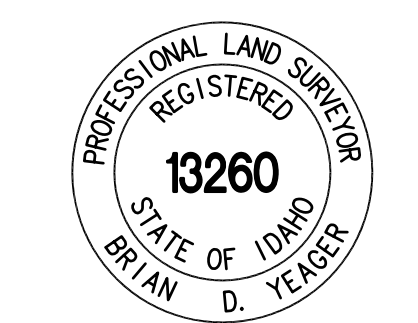
CURVE TABLE
Table with 7 columns: CURVE, LENGTH, RADIUS, TANGENT, DELTA, CHORD, CHORD DIRECTION

SUBLOT BOUNDARIES

Table listing boundaries for Sublots 1, 2, 3, 4, 5, 6, 7, 8, and 9, including bearings and distances.

LIMITED COMMON BOUNDARIES

Table listing boundaries for Limited Common Areas (LC Sublots 1, 4, 5a, 5b, 6a, 6b, 7, 8, 9), including bearings, distances, and areas.



OFFICIAL STAMPED DRAWING ON FILE AT GALENA ENGINEERING, INC.

DRAFT

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THUNDER SPRING RESIDENCES**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this _____ day of _____, 2016, by IEG Thunder Spring, LLC, a Delaware limited liability company (“Declarant”).

RECITALS

THIS DECLARATION IS MADE in contemplation and furtherance of the following:

A. Declarant is the owner of certain real property in Blaine County, Idaho, known as Block 2, Thunder Spring Large Block Plat Amended, according to the official plat thereof recorded on July 2, 2008, as Instrument No. 559523, records of Blaine County, Idaho.

B. Consistent with all applicable ordinances of the City of Ketchum, and the Covenants, Conditions and Restrictions herein provided for, Declarant intends to develop and construct up to nine (9) Townhome Sublots, Townhome Units, and related Common Areas and Limited Common Areas on the property contained within Thunder Spring Residences, in such phases and at such times as Declarant determines.

C. This Declaration is made for the purposes of amending and restating in its entirety that certain Declaration of Covenants, Conditions and Restrictions for Thunder Spring Residences, dated February 18, 2016 and recorded on February 22, 2016, as Instrument No. 633268, records of Blaine County, Idaho, The Original Declaration was made with respect to the real property located in Blaine County, Idaho that is more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the “Property”).

DECLARATION

Declarant hereby declares that all of the property within Thunder Spring Residences, including all Townhome Sublots, Townhome Units, and Common Areas now or hereafter situated therein, and all improvements constructed and installed thereon, shall be held, conveyed, encumbered, leased, and used subject to the covenants, conditions, restrictions and equitable servitudes hereinafter set forth, all of which shall run with title to said real property and be binding upon, and benefit, all parties presently owning, or hereafter acquiring any right, title or interest therein, or to any part thereof.

ARTICLE I
DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases when used herein shall have the following meaning:

Section 1.1 “Articles” shall mean and refer to the Articles of Incorporation of the Association, as the same may be amended from time to time.

Section 1.2 “Assessments” shall mean all annual and special assessments described in Article VI.

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Section 1.3 “Association” shall mean and refer to Thunder Spring Residences Owners Association, Inc., a non-profit corporation organized under the laws of the State of Idaho, its successors and assigns.

Section 1.4 “Board of Directors” shall mean and refer to the Board of Directors of the Association, as provided for and governed by the Articles and Bylaws.

Section 1.5 “Bylaws” shall mean and refer to the Bylaws duly adopted for the Association, as the same may be amended from time to time.

Section 1.6 “Common Area” shall mean all property so designated on the official subdivision plat for the townhome subdivision under the purview of this Declaration, and all other real property hereafter owned or leased by the Association for such common purposes, or in which the Association acquires a license or an easement.

Section 1.7 “Design Review Committee” shall mean the committee which may, at the discretion of the Board, be created pursuant to Article VII hereof, and may be hereinafter referred to as the “DRC.”

Section 1.8 “Improvement” shall mean and refer to all Townhome Units, other structures and landscaping proposed for, or constructed or installed on, any Sublot or Common Area, and all subsequent additions and exterior alterations thereto.

Section 1.9 “Limited Common Area” means those parts of the Common Area that are limited to and reserved for the use in connection with one or more, but fewer than all, of the Townhomes. Without limiting the foregoing, the Limited Common Area shall include the shared driveway to Sublots 1, 2 and 3 and entry walkways designated or designed to serve a Townhome but located outside the Sublot boundaries. If any chute, flue, duct, wire, conduit, bearing wall, bearing column or other fixture lies partially within and partially outside the designated boundaries of a Sublot, any portion thereof serving that Townhome is Limited Common Area allocated solely to that Townhome, and any portion thereof serving more than one Townhome or any portion of the Common Area is a part of the Common Area. Limited Common Area also includes any portion of the Common Area designated by this Declaration or on the Map as Limited Common Area. All Limited Common Area shall be used in connection with the appurtenant Townhome(s) to the exclusion of the use thereof by the other Townhome Owners, except by invitation. Subject to the Association’s overall responsibility for maintenance and repair of the Common Area, each Owner shall be responsible for routine maintenance and care of the Limited Common Area appurtenant to and accessible only from the Owner’s Townhome, and for keeping the same in a good, clean, sanitary, and attractive condition. Snowmelt systems within the Limited Common Area must be turned on in order to keep the driveways clear of snow. In no instance is it permissible for Owner to allow the buildup of snow on driveways. No reference to Limited Common Area need be made in any instrument of conveyance or encumbrance in order to convey or encumber the Limited Common Area appurtenant to a Townhome.

1.10 “Member” shall mean a member of the Association, who shall be an Owner of a Sublot and shall qualify for membership in the Association in the manner set forth in the Articles, Bylaws and Article V hereof. There shall be only one (1) membership in the Association for each Sublot.

Section 1.11 “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Sublot; provided, however, that the term “Owner” shall not include those having only a security interest in an Sublot through a lien, encumbrance, deed of trust, mortgage, or other similar security instrument.

Section 1.12 “Party Wall” shall mean and refer to any structural bearing wall, including the footings on which it is situated, or any portion of said wall, which separates, and is shared by, two Townhome Units within the Subdivision, and which wall is used in common by, and is incorporated into, said two Townhome Units.

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Section 1.13 “Plat” shall mean and refer to the official recorded final plat of Thunder Spring Residences.

Section 1.14 “Subdivision” or “Townhome Subdivision” shall mean and refer to Thunder Spring Residences.

Section 1.15 “Sublots,” “Townhome Sublots” or “Townhouse Sublots” shall interchangeably mean and refer to Sublots shown on the official plat the Subdivision, expressly including all nine (9) sublots shown on the Plat of Thunder Spring Residences.

Section 1.16 “Townhome” or “Townhome Unit” shall interchangeably mean and refer to a single family townhome or townhouse residential unit, as defined in the subdivision ordinance and zoning ordinance of the City of Ketchum, which is constructed and maintained on a Sublot, and is subject to this Declaration.

ARTICLE II PROJECT DEVELOPMENT

Section 2.1 Declarant Construction Activities. The covenants, conditions and restrictions contained herein shall not apply to normal construction activities during the completion of Common Area improvements, or to the construction of Townhomes and related Improvements by the Declarant, its assignees and successors, employees or contractors, upon any Sublot or Common Area, provided that such Townhomes and other Improvements have, prior to the commencement of construction, received the approval of the City of Ketchum. Further, no such construction activity shall be deemed to constitute a nuisance or violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, erection of temporary construction structures, posting of signs or similar activities, provided that such construction is pursued to completion with reasonable diligence; conforms to usual construction practices in the area; and complies with all provisions of the Ketchum City Code regulating construction activities.

Section 2.2 Project Development. Declarant, or its successor or assigns, shall construct, or cause to be constructed a Townhome on each Sublot, and all Common Area Improvements, pursuant to plans and specifications approved by the City of Ketchum, Idaho. Such construction may be completed in such phases and at such times as Declarant, its assignees or successors, determines.

ARTICLE III GENERAL RESTRICTIONS AND PROVISIONS

Section 3.1 Residential Purposes. Each Sublot shall be restricted exclusively to a single family Townhome residence, landscaping, accessory uses and Improvements. No modular home, manufactured home, trailer, mobile home, camper, motorhome, recreational vehicle, tent, shack, carport, garage or other similar vehicle, structure or improvement shall be used as a residence, either temporarily or permanently, on any Sublot. Each Townhome shall include garaged parking for two (2) automobiles together with uncovered off-street parking for two (2) additional automobiles. All Sublots, and the Townhomes, landscaping and Improvements thereon, shall be kept and maintained in good condition and repair at all times.

Section 3.2 DRC Approval. All Townhomes and other Improvements and landscape constructed, erected or installed on any Sublot or Common Area, and all subsequent modifications, removals, extensions and expansions thereof, and all exterior alterations, attachments, accessories and appurtenances thereto, shall be consistent with the provisions of this Declaration, and shall not be undertaken, commenced, constructed or installed without the prior written approval of the DRC, unless expressly exempted from such approval by the terms of this Declaration.

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Section 3.3 Party Walls. To the extent that any two Townhomes are connected by, or share, a common bearing wall ("Party Wall"), the following provisions shall govern the use, maintenance, repair and restoration thereof:

- A. Each Townhome sharing a Party Wall shall be encumbered by an easement hereby granted and created over, under and across said Townhome, and the Sublot on which it is situated, for the purpose of providing such access as may be reasonably necessary to permit the Association and the Owner of the other Townhome sharing said Party Wall, and their respective agents and contractors, to maintain the integrity of the Party Wall, and to repair and restore it as necessary.
- B. Should any Party Wall be damaged or destroyed by the negligence or other act or omission of the Owner of one of the Townhomes sharing the same, or said Owner's agents, employees or guests, said Owner shall be liable, at its sole cost and expense, for all necessary repairs or restoration of said Party Wall, and related damage to any Townhome; provided, however, that any insurance proceeds received in connection with such damage or destruction from policies of insurance owned by the Owners of either Townhome sharing said Party wall, or by the Association, shall first be applied toward the costs of repairing or restoring the Party Wall and related damages. All repairs or restorations to be completed pursuant to this subparagraph shall be promptly completed to the reasonable satisfaction of the Association and its Design Review Committee.
- C. Should any Party Wall be damaged or destroyed by any cause other than the negligence, act or omission of the Owner of either Townhome sharing said Party wall, or said Owner's agents, employees or guests, the Owners of the two Townhomes sharing said Party Wall shall jointly be liable for all necessary repairs or restoration of said Party Wall, and related Townhome damage; provided, however, that any insurance proceeds received in connection with such damage or destruction from policies of insurance owned by the Owners of either Townhome sharing said Party Wall, or by the Association, shall first be applied toward the costs of repairing or restoring the Party Wall and related damages. All repairs or restorations to be completed pursuant to this subparagraph shall be completed to the reasonable satisfaction of the Association and its Design Review Committee.
- D. The Owners shall maintain customary and usual casualty and liability insurance. Such policies may be joint or separate as may be available from reputable insurance carriers. If and to the extent the premiums for such contents insurance can be separately determined, each Owner shall pay the separate premium for his or her contents coverage. If the premiums cannot be separately determined, the Owners shall share the insurance expense equally. Casualty and liability insurance premiums shall be shared equally.
- E. Should any party fail or refuse to complete the Party Wall repairs or restorations imposed upon it by this section, the Association, after giving written notice to said party of its intention to do so, may undertake said repairs or restorations, and be entitled to reimbursement for all costs incurred in connection therewith from said party. Such reimbursement shall be made within thirty (30) days after the Association has completed the work and presented said party with a statement and demand for payment setting forth all costs incurred.
- F. In the event of a dispute or controversy between the Owners of Townhomes sharing a Party Wall, as to any matter within or arising out of the provisions of this Section 3.3, or the respective use, maintenance, repair, or replacement of said Party Wall, such dispute or controversy shall be submitted to binding arbitration under the Uniform Arbitration Act, as enacted in the State of Idaho, Idaho Code § 7-901 et seq.

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Section 3.4 Construction Site. Anything contained herein to the contrary notwithstanding, it shall be permissible for the Declarant, during any period of construction of a Townhome on any Sublot, to maintain upon said Sublot such facilities as may be reasonable required, convenient or incidental to construction or sales activities, including, without limitation, construction equipment, materials storage area, temporary construction shed or trailer, or Townhome sales office.

Section 3.5 Routine Exterior Townhome Maintenance. Association shall, Subject to the provisions of Section 5.7 and Article VII, keep the exterior thereof, and the landscaping and improvements on the Sublot on which the Townhome is situated and the Limited Common Area, in good condition and repair. It is the intent of this provision that each Townhome and Sublot be at all times maintained at a level which is consistent with the condition of other Townhomes within the Subdivision. Should any Owner, in the sole judgment of the Association's Board of Directors, cause damage or wear and tear above and beyond what is considered normal; the Board shall be authorized to serve written notice to the Owner of noted deficiencies and require such deficiencies be remedied to the reasonable satisfaction of the Board. To the extent the Owner does not satisfactorily comply with the provisions of said written notice of deficiencies, the Owner shall be conclusively deemed to grant the Association, or its designated agents, permission to enter upon the Owner's Sublot, to complete the required repairs or maintenance. Upon completion of such maintenance or repair, the Owner shall reimburse the Association within thirty (30) days of receiving an invoice or demand for all costs reasonable incurred therefor. The provisions of this section shall not apply to damage or destruction of a Townhome or related Sublot Improvements resulting from fire or casualty to the extent covered by the Association's policies of fire and casualty insurance, which damage or destruction shall be subject to the provision of Article IX hereof.

Section 3.6 Animals and Pets. No animals of any kind shall be raised, bred or kept in or on any Townhome or Sublot, except dogs, cats, or similar household pets which are not kept, bred or maintained for any commercial purpose, do not endanger the health of other residents, are not allowed off the Sublot of the pet's owner except when leashed or under someone's direct control, and do not, in the sole determination of the Association, unreasonably disturb the occupants of any other Townhome, or otherwise constitute a nuisance.

Section 3.7 Signs and Business Activities. No advertising signs, billboards, commercial equipment, materials or supplies shall be erected, placed or permitted to remain on any Sublot or Common Area; provided, however, that this provision shall not prohibit the Declarant from erecting and maintaining temporary "for sale" signage while the Declarant still has Sublots and Townhomes for sale, nor shall it preclude the erection and maintenance of any directional or monument signs within the signage easements shown on the Plat or referenced in the Plat notes. All non-Declarant owned Townhomes are prohibited from placing any signage on the Property, including but not limited to "for sale" or "for rent" signage.

Section 3.8 Service Facilities. Storage of all garbage cans, recycling bins, lawn or landscape maintenance equipment and similar items shall be enclosed within garages to conceal them from the view of neighboring Sublots and streets.

Section 3.9 Nuisances. No nuisances, as determined by the Association or as defined in the ordinances of the City of Ketchum, shall be allowed to occur or exist on any Sublot. Without limiting the foregoing, no rubbish, waste or debris shall be stored or accumulated on any Sublot, nor shall any noise, odor or conduct be permitted to emanate from or occur on any Sublot which is unreasonably offensive or detrimental to any other Sublots, or its occupants; including but not limited to barking dogs, loud music and power tools.

Section 3.10 Hazardous Activities. No activities shall be conducted, and no improvements shall be constructed, on any Townhome, Sublot or Common Area which are illegal or might be unsafe or hazardous to any person or property. Without limiting the foregoing, no fireworks or firearms shall be discharged upon any Townhome, Sublot or Common Area and no open fires shall be permitted; provided, however, that fires are allowed within the individual outdoor fire pit integral to each Townhome.

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Section 3.11 Vehicle and Equipment Parking & Storage. Unless contained within a permitted and conforming to the provision of this Declaration garage, structure or screened area, no unsightly vehicles of equipment or equipment shall be stored, parked or otherwise permitted to remain on any Sublot for any period exceeding 24 hours, including, without limitation, trailers, campers, motorhomes, boats, jet skis, all-terrain vehicles, golf carts, snowmobiles, tractors, inoperable vehicles or equipment.

Section 3.12 Utilities. All utility service lines shall be underground, and shall conform to applicable code requirements. Approval of the DRC prior to installation shall not be required. Television satellite dishes are not considered Utilities and require approval from DRC.

Section 3.13 Subdivision. Except as expressly provided for in Section 5.7 of this Declaration, platted Sublots and Common Area shall not be further subdivided, and no portion of any Sublot may be sold separately from the rest of that Sublot.

Section 3.14 Drainage. There shall be no interference with established drainage patterns or platted drainage easements over any Sublot unless adequate provision is made for alternative drainage and is approved by the beneficiary of such easement and by the DRC. No structure, fence, planting, fill or other materials shall be placed or permitted to remain which may obstruct or retard the flow of water through established drainage channels.

Section 3.15. Plat. All development proposed for a Sublot and/or Common Area shall be in compliance with the official, recorded Plat for the Subdivision, including all Plat notes.

Section 3.16 Snow Storage Easements. Every Owner, by accepting a deed to the Sublot, is deemed to grant unto the Association an easement over all portions of said Sublot not improved with a building, structure or driveway, exclusively for the purpose of permitting the temporary deposit thereon of snow removed from Common Areas and Sublots by the Association or its contractors and employees.

Section 3.17 Landscape Preservation. Without approval of the DRC, no trees shall be removed or replaced within any Sublot or Common Areas; provided, however, that should any Owner petition the DRC for the removal of any trees or shrubs in the Common Area which unreasonably impair significant view corridors from the petitioner's Unit, the Board shall consider the petition and cause removal of the subject trees and shrubs if necessary. Any landscaping alterations must adhere to the landscape plans approved by the City of Ketchum per the Design Review Findings of Fact #15-028.

ARTICLE IV
COMMON AREA

Section 4.1 Conveyance to the Association. For this subdivision, the Declarant, its successors or assigns, at their sole cost and expense, shall landscape, improve, or make appropriate provision for such landscaping improvement of, the Common Area situated therein in a manner consistent with the Plat and development plans therefore which have been approved by the City of Ketchum, and shall thereafter deed the same to the Association, and the Association shall accept title to the same, at no cost to it, subject only to encumbrances of record. Common Area improvements, and its conveyance to the Association, may be completed by the Declarant in phases, consistent with development of the Townhomes.

Section 4.2 Enjoyment of Common Area. Subject to the exclusive rights and obligations of the Association to manage it, as set forth in Article V, each Owner shall have a non-exclusive right to use and enjoy, in common with all other Owners, any Common Area owned by the Association, and such right shall be appurtenant to and pass with the title to each Sublot.

ARTICLE V
THE ASSOCIATION

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Section 5.1 Establishment. The Association shall be incorporated under the laws of the State of Idaho as a non-profit membership corporation as Thunder Spring Residences Owners Association, Inc. All references herein to the Association shall be to said corporation.

Section 5.2 Articles and Bylaws. Declarant shall adopt initial Articles of Incorporation for the Association, and will propose initial Bylaws for adoption by the Board of Directors of the Association to provide for the administration and governance of the Association, and for other purposes not inconsistent with this Declaration. In the event of conflict between this Declaration and Articles and Bylaws of the Association, the provisions of this Declaration shall prevail.

Section 5.3 Board of Directors. The Association shall be managed by a Board of Directors all of whom shall be Members of the Association. Their number, and the manner by which they are to be elected and function, shall be set forth in the Bylaws of the Association.

Section 5.4 Membership. Every Owner shall be entitled and required to be a Member of the Association. If title to a Sublot is held by more than one person or entity, the membership related to that Sublot shall be shared by all such persons or entities in the same proportionate interest and by the same type of tenancy in which title to the Sublot is held. An Owner shall be entitled to one membership for each Sublot owned by that Owner. No person or entity other than an Owner may be a member of the Association.

Section 5.5 Voting Rights. The Association shall have one class of membership, as follows:

Unless otherwise provided herein, or in the Articles of Incorporation or Bylaws of the Association, decisions of the Association to be made by a vote of the Members shall be determined by a simple majority of the votes cast by Members voting, in person or by proxy, at a duly constituted meeting of the Members at which a quorum of Members representing at least fifty percent (50%) of the total authorized votes of all Members is present. Notwithstanding any contrary provision of this Section 5.5, as long as Declarant holds any Special Declarant Rights, no vote of the Members shall prevent the Declarant from appointing or removing directors as provided in Section 10.1(e).

Section 5.6 Cumulative Voting. In any election of the members of the Board of Directors, each Member entitled to vote at such election shall have the right to cumulative voting for each director to be elected, and to thereby give one candidate, or divide among any number of the candidates, the number of votes equal to the total number of votes to which that Member is entitled to vote for all Directors to be elected. The candidates receiving the highest number of votes, up to the number of Directors to be elected, shall be deemed elected.

Section 5.7 Management of the Sublots and Common Area. The Association shall be responsible for exclusive management of the Common Area owned by it, consistent with the rights of the Owners to use and enjoy said Common Area set forth in Article IV and may assert exclusive management of the exterior of Improvements on Sublots. Without limitation, the Association's management of Common Area and of the exterior of Improvements on Sublots, shall include the following rights and obligations:

- A. The Common Area, and all Improvements situated thereon, shall be kept by the Association in good condition and repair, reasonably free from debris and obstructions.
- B. Once the initial landscaping for the Common Area and each Sublot, including an appropriate irrigation system, has been completed by the Declarant, the Association shall, without further approval from the DRC, maintain, repair or replace, as necessary, plantings, landscape elements and the irrigation systems, unless such work changes the essential character or scope of the landscaping, and includes additional impacts on any other Sublots, including impacts on view corridors, in which case such work shall first be

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required to receive DRC approval prior to commencement. All landscaping shall at all times be properly maintained and irrigated.

- C. The Association shall be responsible for the removal of accumulated snow, in a timely manner as necessary following snowfall events, from all access roads, driveways, parking areas, Townhome accesses, sidewalks and improved pathways within the Subdivision, including Common Areas and Sublots.
- D. Unless otherwise agreed to in writing by the Board of Directors of the Association, all landscaping in the Common Area and on Sublots, including the planting, watering, replacement and maintenance of lawns, shrubs, trees, flowers and other vegetation and landscaping features and facilities, shall be within the sole responsibility and jurisdiction of the Association, the costs and expense of which shall be included by the Association in the calculation of its annual budget, or capital reserve budget and/or special assessments.
- E. The Association shall be responsible for the routine exterior maintenance of the Improvements within Sublots, including but not limited to, siding and trim; roofing element and materials; patios and decks; exterior windows; and painting, the cost and expense of which shall be included by the Association in the calculation of its annual budget. Scheduled repair or replacement of these or other items shall be included in the capital reserve budget and/or special assessments.
- F. The Association shall keep the Common Area and its Improvements fully insured as provided for in Article VIII.
- G. The Association shall pay, when due, and not permit to become delinquent, all real property taxes and assessments levied against the Common Area for the period commencing on the date title to the Common Area is conveyed to the Association, and continuing thereafter for so long as it remains in the ownership of the Association.
- H. The Association may, from time to time, further modify, improve or equip the Common Area for the benefit of the Owners, and make such assessments or borrow such funds therefore as it deems necessary or appropriate, subject to the provisions and limitations set forth herein.
- I. The Association shall have the right to charge or assess reasonable user fees or assessments which may become necessary to defray costs incurred or to be incurred by the Association for improvement, operation or maintenance of any Common Area owned or hereafter acquired by the Association.
- J. The Association shall have the right to dedicate or transfer all or any part of the Common Area, or any interest therein, to any person, entity, public agency, authority or utility for such purposes and subject to such conditions as the Board of Directors of the Association may deem appropriate. Notwithstanding the foregoing, no conveyance of any portion of the Common Area in excess of 3,000 square feet shall be authorized or completed by the Association without the prior affirmative vote of not less than two-thirds of the total authorized votes of all Members, nor shall the Association be entitled to re-subdivide any portion of the Common Area for the purpose of establishing any additional Sublots or development parcels without the prior written consent of all members.
- K. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of seventy-five percent (75%) of the Board of Directors and the written assent of 75% of the total voting power of the Association. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of the Declaration; (b) the imposition and collection of assessments; (c) proceedings involving challenges to ad valorem taxation; or

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(d) counterclaims and/or third party claims brought by the Association in proceedings instituted against it. This section shall not be amended unless such amendment is approved by the Declarant so long as Declarant remain owns any Sublot and is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

Section 5.8 Service Contracts and Personnel. To properly manage its business affairs the Association may enter into service contracts and/or employ personnel as it deems necessary and appropriate. Without limitation, the Association may retain necessary general management services, legal and accounting services, Common Area maintenance and repair services, and professional services as necessary for the DRC to adequately review plans and specifications presented to it for approval, and to assure that all development complies with approved plans, including architectural and engineering reviews and compliance monitoring. The Association may also contract with others to furnish required services for the Common Area, including utilities, snow removal, trash collection, landscaping, public liability insurance and casualty insurance.

Section 5.9 Rules and Regulations. The Association may make reasonable rules and regulations governing the use of the Common Area, which rules and regulations shall be consistent with the rights and duties established in this Declaration. The Association may also take judicial action against any Owner to enforce compliance with the provisions of this Declaration, the Design Criteria, and any rule, regulation, assessment or fee duly promulgated or levied by it.

Section 5.10 Implied Rights. The Association may exercise any other right or privilege given to the Association expressly 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 the Association herein or reasonably necessary to effectuate any such right and privilege.

Section 5.11 Transfer of Membership. The membership in the Association of each Owner, including Declarant, shall be appurtenant to the Sublot giving rise to such membership, and shall not be transferred in any way except upon the transfer of title to the Sublot, and then only to the transferee of title to the Sublot. Any attempt to make a prohibited transfer shall be void and any transfer of title to a Sublot shall operate automatically to transfer the membership in the Association to the new Owner thereof.

Section 5.12 Books and Records. The Board shall cause to be kept complete, detailed and accurate books and records of the receipts and expenditures of the Association, in a form which complies with generally accepted accounting principles. The Board or a majority of the Owners may at any time require an audit prepared by an independent, certified public accountant, which shall be paid for by the Association.

Section 5.13 Inspection of Association Documents, Books and Records. Upon request, the Association shall make available to the Owners, mortgagees, prospective purchasers and their prospective mortgagees, and the agents or attorneys of any of them, current copies of this Declaration, the Articles, Bylaws and other rules, books, records and financial statements of the Association, including the most recent annual financial statement, if one has been prepared. The term "available," as used herein, shall mean available for inspection upon request, during normal business hours or under other reasonable circumstances to be determined by the Board of Directors. The Association may require the requesting party to pay a reasonable charge for the reproduction of any document, book or records desired.

Section 5.14 Banking. The Association shall designate an FDIC insured commercial bank with offices in Blaine County, Idaho, as the depository for all funds collected by the Association, and for the transaction of the Association's banking activities.

ARTICLE VI
ASSESSMENTS

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Section 6.1 Agreement to Pay Assessments. Declarant, for each Sublot owned by the Declarant, hereby covenants, and each subsequent Owner of any Sublot, by the acceptance of a deed therefore, whether or not it be so expressed in said deed, shall be deemed to covenant and agree with each other and with the Association, to be bound by the provisions of this Declaration and to pay to the Association the assessments herein provided for. In the case of joint or co-ownerships, this liability shall be joint and several. Such assessments shall be levied against Sublots and collected from time to time in the manner provided for in this Article VI.

Section 6.2 Annual Assessments. Annual assessments against all Sublots are hereby authorized which shall be based upon advance annual estimates of cash requirements by the Association to provide for the payment of all estimated expenses to be incurred in the ensuing twelve-month period in the conduct of the management; taxes; insurance; legal and accounting services; Common Area landscaping installation, irrigation and maintenance; Common Area utilities; repair and replacement of Common Area Improvements and equipment; a reasonable contingency reserve, surplus and/or sinking fund for Common Area capital improvements, replacements and repairs; and any costs incurred by the DRC which are not otherwise defrayed by its design review fee schedule (“Annual Assessments”).

Section 6.3 Special Assessments. In addition to the annual assessments authorized hereinabove, the Association may levy at any time a special assessment payable over such a period as the Association may determine for the purpose of defraying in whole or in part the unanticipated cost of any construction, reconstruction, repair or replacement of Common Area improvements; other similarly unanticipated or emergency expenses duly incurred or to be incurred by the Association for purposes provided in this Declaration; and all other duly incurred expenses of the Association which were not or could not be adequately provided for by the annual assessment (“Special Assessments”).

Section 6.4 Apportionment of Assessments. Annual and Special Assessments shall be levied and assessed among the Owners of Sublots, according to the total number of square feet of each Sublot as shown on any Plat which is encumbered by and subject to, this Declaration. Each Owner shall be assessed for each of its Sublots a fraction of the total assessments, the numerator of which fraction shall be the total square footage of said Owner’s Sublot(s), and the denominator of which shall be the total square footage of all Sublots in the Subdivision subject to, and within the purview of, this Declaration.

Section 6.5 Individual Assessments. In addition to Annual and Special Assessments, should any reimbursement owed to the Association solely by an Owner pursuant to Sections 3.3 or 3.5 hereof not be paid in the manner and terms set forth in said sections, the Association is hereby authorized to levy and assess against the Sublot for which reimbursement is owed, and Owner thereof, as assessment for the amount owed (“Individual Assessment”).

Section 6.6 Notice of Periodic Assessments and Time for Payment. The Board of Directors of the Association shall establish an Annual Assessment for each calendar year, the exact date to be determined by its Board of Directors, and shall further establish Special Assessments and Individual Assessments whenever circumstances in the opinion of the Board of Directors require it. Such assessments shall be payable in the manner and on the dates determined by the Board. The Board shall provide each Owner with notice specifying the amount of the assessment and the date or dates of payment of the same. No payment shall be due and payable less than thirty (30) days after said written notice has been given, and each delinquent assessment shall bear interest at the rate of Fifteen Percent (15%) per annum until paid, commencing thirty (30) days after the date it becomes due and payable. Failure of the Association to give notice of the assessment shall not affect the liability of the Owner for such assessment, but the date when payment shall become due and payable in such a case shall be deferred to a date 30 days after such notice has been given.

Section 6.7 Lien of Assessment. All sums duly assessed against any Sublot shall be secured by lien on said Sublot in favor of the Association upon recordation of a notice of assessment as herein provided. Such lien shall be superior to all other liens and encumbrances on said Sublot, with exception of: (a) valid tax and assessment liens imposed by governmental entities; (b) the lien of prior mortgages deeds

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of trust or other security instruments perfected and recorded in Blaine County, Idaho; and (c) valid prior labor and materialman's liens duly perfected and recorded in Blaine County, Idaho.

To create a lien for sums assessed pursuant to this Declaration, the Association shall prepare a written notice of said assessments, setting forth the amount thereof, the date due, the unpaid balance, the name of the record Owner of the Sublot and the legal description of said Sublot. Such notice shall be signed by an officer of the Association and may be recorded until there is at least a sixty (60) day delinquency in the payment of the assessment to which it relates. The priority date of the lien shall be the date of its recordation, and it may be foreclosed and enforced in the manner permitted for consensual liens by the laws of the State of Idaho. In addition to all other sums which may be due and owing for which a lien is recorded, the Owner shall be obligated to pay all costs and expenses incurred by the Association in preparing, filing, foreclosing said lien, or otherwise collecting the assessment to which it is related, including all attorney's fees. All such costs and expenses shall be deemed to be secured by the lien being foreclosed.

Section 6.8 Personal Obligation of Owner. The amount of any assessment against any Sublot shall be the personal obligation of the Owner thereof to the Association. A suit to recover a money judgment for such obligation may be maintained by the Association without foreclosure or waiver of the lien securing the same, and no Owner may avoid or diminish such personal obligation by waiving use and enjoyment of any of the Common Area, or by the sale or abandonment of the Sublot. In any action or effort to collect assessments, the Association shall be entitled to recover costs and attorney fees reasonable incurred in pursuing or prosecuting the same, in addition to all delinquent assessments and accrued interest thereon.

Section 6.9 Personal Liability of Purchasers. Subject to the provisions of Section 6.8, the purchaser of a Sublot shall be jointly and severally liable with the seller for all unpaid assessments appurtenant thereto including any such assessments due and owing prior to said purchaser's acquisition of said Sublot, together with accrued interest thereon and, should legal action or other collection effort be instituted by the Association to collect the same, all costs and attorney fees reasonably incurred in the pursuit or prosecution of said efforts or actions.

ARTICLE VII DESIGN REVIEW

Section 7.1 Design Review and Approval. Except as expressly exempted therefrom by the provisions of this Declaration, no Townhome, Townhome expansion, exterior alteration, or other Improvement shall be constructed, installed or completed until the plans and specifications therefore have been submitted to, and approved in writing by, the Design Review Committee (hereinafter "DRC"). All plans and specifications shall be evaluated by the DRC as to (1) compliance with this Declaration and provisions of any Design Criteria which may hereafter be adopted by the DRC; (2) harmony and compatibility with the external design of other Townhomes; and (3) suitability of the location of any proposed Improvements in relation to surrounding structures, topography, view corridors and existing drainage patterns. Approval by the DRC does not obviate the necessity of receiving all applicable permits and approvals from the City of Ketchum for any such proposed expansion, exterior alteration or Improvement.

Section 7.2 Maintenance, Repairs and Alterations Without DRC Approval. All exterior maintenance, repairs and alterations must be approved by the DRC. Notwithstanding the foregoing the approval of the DRC will not be required for remodeling or renovating the interior of any Townhome, as long as such remodeling or renovation is imperceptible from the exterior, and in no way alters the configuration and architectural features of the exterior, including the size and shape of windows.

Section 7.3 Design Review Committee. The initial Design Review Committee shall consist of three (3) members, appointed by the Association's Board of Directors. Members of the DRC may, but

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need not be, Owners (including members of the Board), provided that, to the extent reasonably available, at least one (1) member shall be an architect licensed to practice in the State of Idaho, with experience in the design of single family townhome or condominiums in the Ketchum/Sun Valley area. Notwithstanding the foregoing, for a period of five (5) years from the date upon which the Declaration is recorded in the records of Blaine County, all members of the DRC shall be appointed by, and serve at the pleasure of, the Declarant. Thereafter, members shall be appointed, and serve at the pleasure of, the Board of Directors of the Association. A majority of the DRC shall constitute a quorum for the transaction of business at any duly called meeting thereof, and the action of a majority present at any such meeting at which a quorum is present shall constitute the action of the DRC.

Section 7.4 Powers and Duties of the DRC. The DRC shall have the following power and duties:

- A. To require submission to the DRC of complete sets of plans and specifications for any proposed Townhome expansion, replacement, exterior alteration, or for any other proposed Improvement on any Sublot or Common Area. The DRC may also require submission of samples of materials proposed for any such project and may require such additional information as is reasonably necessary to evaluate the proposed work.
- B. To approve or disapprove any such submitted plans or specifications. All decisions of the DRC shall be submitted in writing to the applicant, and signed by all members of the DRC participating in such decision. In the event that the DRC fails to approve or disapprove any plans or specifications requested within forty-five (45) days after receiving a complete application therefore, together with all required plans or specifications and other information reasonably requested by the DRC, approval of the DRC shall conclusively be deemed to have been given.
- C. To obtain the service of architects, engineers or other professional consultants which the DRC deems necessary or appropriate to assist in the review process for any proposed Improvements.
- D. To require a fee to be set and, as necessary from time to time amended, by the DRC, in an amount reasonably calculated to defray the costs incurred in reviewing proposed development plans, including the costs incurred for the services of any professional consultants retained by the DRC to assist it in the review process and in monitoring compliance of all development with DRC approved plans and specifications.
- E. To establish the amount, and require the deposit, of a refundable fee to assure that all approved Improvements are completed in compliance with DRC approvals, and secure the repair of any Common Area infrastructure which may be damaged during the construction of any such approved Improvements.
- F. To complete the processing of all design review applications consistent with the terms and conditions set forth in this Declaration.
- G. To adopt, by majority vote, design criteria or guidelines governing the DRC design review and approval process.

Section 7.5 Development by Declarant. The provisions of this Article shall not apply to Declarant's initial construction of a Townhome on any Sublot, nor to any improvement or landscaping of the Common Area, nor to the subsequent repair, replacement or maintenance of said Common Area improvements or landscaping by the Declarant or the Association.

Section 7.6 Non-Liability for Actions. Neither the Declarant, the Board of Directors, nor the DRC, nor their respective members, successors or assigns, shall be liable in damages to anyone submitting plans to the DRC for approval, or to any Owner affected by reason of mistake in judgment,

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negligence of nonfeasance arising out of, or in connection with, the approval or disapproval, or failure to approve, any plans or specifications submitted to the DRC. Every Owner or other person who submits plans to the DRC for approval agrees, by submission of such plans and specifications, that he will not bring any action or suit against the Board of Directors, the DRC, or the Declarant to recover any such damages.

Section 7.7 Appeals. Any Owner may appeal a final decision of the DRC to the Board of Directors. Any such appeal must be filed in writing with the Board not more than thirty (30) days after the date of the DRC decision, and must set out with particularity the nature of the objections to the decision and the desired relief. Upon its receipt of a duly filed appeal, the Board shall consider the matter at a meeting to be held not more than forty-five (45) days thereafter. Written notice of the meeting shall be provided to the DRC and the interested Owners, granting each an opportunity to appear and be heard. At the conclusion of the appeal hearing, including any necessary continuations thereof, the Board shall adopt and provide to the interested Owners its decision to affirm the DRC decision, to affirm it with additional conditions, overturn it, or remand the matter to the DRC with specific instructions for additional consideration. If the matter is remanded, the subsequent decision of the DRC shall also be subject to appeal in the manner set forth in this section.

ARTICLE VIII
INSURANCE

Section 8.1 General Requirements. Commencing not later than the time of conveyance by the Declarant of a Sublot, improved with a Townhome, to a person other than the Declarant, the Association shall obtain, and thereafter maintain, a policy or policies of insurance, as set forth in this Article VIII, and the Board shall thereafter, no less frequently than every two (2) years, review and determine the adequacy of the Association's insurance coverage. All insurance shall be obtained from companies licensed to do business in the State of Idaho, and all insurance policies shall provide that coverage cannot be cancelled or substantially modified, including cancellation for non-payment of premiums, without at least thirty (30) days prior written notice to any and all insureds names therein.

Section 8.2 Association Insurance.

- A. *Fire and Casualty Insurance.* The Association shall obtain insurance for all Improvements situated on Association-owned Common Areas and Sublots in such amounts, to the extent available, as shall provide for full replacement thereof in the event of damage or destruction from any casualty against which such insurance applies. Such insurance shall include fire and extended coverage, including coverage for such other risks and hazards against which the Association shall deem appropriate. Said insurance coverage shall be "blanket coverage" for all Improvements, and the Association may elect such "deductible" provisions as, in the Association's opinion, are consistent with good business practices. More specifically, said insurance shall provide for the replacement value of the Improvements as they were sold by the Declarant under the original specifications before any subsequent additions by the unit Owner. Such fire and casualty insurance shall be carried in a form or forms naming the Association as the insured, as trustee for the respective Townhome Owners, and shall specify the interest of each Owner (Owner's name, Townhome number or address), and shall provide a standard loss-payable clause providing for payment of insurance proceeds to the Association as trustee for said Owners, and their respective mortgagees and deed of trust beneficiaries. Any such insurance proceeds obtained by the Association shall be used exclusively in accordance with this Declaration. The Association shall furnish to each Owner a true copy of all casualty insurance policies covering its Townhome, upon request, and a certificate of insurance identifying the insured interest of the Owner. No such policies of fire and casualty insurance shall preclude any other policies of fire or casualty insurance owned and maintained by any Townhome Owner, or provide that Association policies be brought into contribution with any such insurance owned and maintain by an Owner.

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- B. *General Liability Insurance.* The Association shall maintain general public liability insurance insuring the Board of Directors, the Association, and Owners covering all Common Area, Sublots and Townhomes. Said insurance shall cover liability of the insureds for property damage, bodily injury and death of persons arising out of the operation, maintenance and use of the Common Area, Sublots and Townhomes, including coverage for such risks as are customarily covered with respect to multi-family residential projects of similar construction, location and use. Said insurance shall contain a combined single policy limit for property damage, personal injury and wrongful death from a single occurrence in such amount as may be deemed appropriate by the Board of Directors, but in no event less than \$2,000,000.
- C. *Workmen's Compensation Insurance.* The Association shall maintain workmen's compensation insurance to the extent necessary to comply with the applicable laws of the State of Idaho for its employees, if any.
- D. *Directors and Officers Liability Insurance.* The Association shall maintain liability insurance for all members of the Board, in an amount to be determined by the Board of Directors.
- E. *Other Insurance.* The Association shall obtain and maintain such other insurance coverage as the Board, in its sole discretion, should deem necessary or appropriate to protect insurable interests of the Association and its members.

Section 8.3 Sublot Owners' Insurance. It should be noted by each Owner, that the Association is not required by this Declaration to provide any insurance covering Improvements within a Townhome, personal property of any type belonging to the Owner or any other person or entity which may be located on the Common Area or Sublot, or within any Townhome. If Owner makes any modifications to the Improvements above and beyond the value of the original specifications as sold by the Declarant, it is Owner's responsibility to provide coverage for such modifications. Any such insurance coverage shall be the sole responsibility of each Owner, at its sole cost and expense. Further, nothing herein contained shall preclude any Owner from obtaining any other or further insurance coverage, including fire, casualty and liability insurance, covering the Owner, the Owner's Sublot and/or Townhome.

Section 8.4 Required Provisions. All insurance policies carried pursuant to the requirements of this Article VIII must provide that:

- (a) each Owner is an insured person under the policy with respect to liability arising out of such Owner's interest in the Common Area or membership in the Association;
- (b) the insurer waives its rights to subrogation under the policy against any Owner or member of his household;
- (c) no act or omission by any Owner, unless acting within the scope of such Owner's authority on behalf of the Association, will void the policy or be a condition to recovery under the policy;
- (d) if, at the time of a loss under the policy, there is other insurance in the name of an Owner covering the risks covered by the policy, the Association's policy provides primary insurance;
- (e) any loss covered by the policies must be adjusted with the Association;
- (f) the insurance proceeds for any loss shall be payable to an insurance trustee designated for that purpose, or otherwise to the Association and not to any holder of a security interest; and

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(g) the insurer shall issue certificates or memoranda of insurance to the Association and, upon request, to any Owner or holder of a security interest.

Section 8.5 Adjustment of Claims. The Association may adopt and establish written nondiscriminatory policies and procedures relating to the submission of claims, responsibility for deductibles, and any other matters of claims adjustment. To the extent the Association settles a property insurance claim, it shall have the authority to assess negligent Owners causing such loss or benefitting from such repair or restoration all deductibles paid by the Association. In the event more than one Unit is damaged by a loss, the Association in its reasonable discretion may assess each Owner a prorata share of any deductible paid by the Association.

Section 8.6 Copies of Policies. A copy of each insurance policy obtained by the Association shall be made available for inspection by any Unit Owner or Eligible First Mortgagee at reasonable times.

ARTICLE IX
FIRE OR CASUALTY DAMAGE

Section 9.1 Damage Assessment. Upon the occurrence of any damage to, or destruction of, any Townhome or other Sublot or Common Area Improvements resulting from any cause which is covered by the Association's fire and casualty insurance coverage, the Board of Directors shall promptly, and in all events within thirty (30) days after the occurrence of such damage or destruction, make the following determinations with respect thereto, employing such professional advice as the Board deems advisable, and make them available in writing to all Owners:

- A. The extent and nature of the damage, together with an inventory of the Townhomes and/or Improvements directly affected thereby.
- B. A reasonable estimate of the cost to repair the damage, which estimate shall, if practicable, be based upon estimates obtained from experienced contractors in Blaine County, Idaho.
- C. The estimated amount of proceeds, if any, available from the Association's fire and casualty insurance policies covering the loss or damage, and the amount of any other insurance proceeds which may be available to defer the costs of repair from any supplemental fire and casualty insurance maintained by the Owners of the affected Townhomes or Improvements.
- D. The amount, if any, by which the estimated cost of repair exceeds the expected insurance proceeds.

Section 9.2 Notice of Damage. The Board of Directors shall promptly, and in all events within thirty (30) days after the date of such insured damage or destruction, file a proof of loss statement with its fire and casualty insurance company(ies) if the loss is covered by insurance, and abide by all terms and conditions of said policy(ies), unless the Board reasonably determines it would not be in the best interest of the Association and the affected Owner or Owners to file a proof of loss. If the damage affects a material portion of any Townhome, the Board shall also send a notice to each mortgagee or deed of trust beneficiary of that Townhome.

Section 9.3 Decision to Repair. Subject to the following terms and conditions, the Board shall, without undue delay, proceed to repair or replace Townhomes or other Improvements damaged or destroyed by fire or casualties covered by the Association's insurance policies:

- A. The Board shall, as soon as possible after the damage has occurred, undertake any emergency work that it deems reasonable necessary to avoid further damage to any Townhome or Improvements within the Subdivision.

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- B. The Board, not less than thirty (30) days after damages insured by the Association's fire and casualty policy have occurred with respect to any Townhome or other Sublot Improvements, promptly commence the repair thereof, applying, to the extent available and necessary, all insurance proceeds available from the Association's insurance policies and/or those policies of insurance, if any maintained by the Owner of said Townhome or Improvements. The Board shall have the authority to employ architects and engineers, advertise for bids, select contracts, and take such other action as is reasonable necessary to undertake and complete the repairs. Contracts for the repair work shall be commenced only when the Board, by means of insurance proceeds and the availability of sufficient Special Assessments, has provided for all costs to be incurred.
- C. The cost of repairing or replacing any Townhome or Improvement from insurance policies owned by the Association and/or the Owner of said Townhome or Improvement so damaged by fire or casualty, in excess of available insurance proceeds, shall be a common expense of the Association, and be subject to Special Assessments in the manner set forth in Article VI. In the event the insurance proceeds received from the Association's fire and casualty insurance policy(ies) exceed the cost of the repairs and replacements, the excess shall be distributed to the Owners in proportion to their respective obligations to pay Annual and Special Assessments.
- D. The nature and extend of said repairs or replacements shall be limited to restoring any damaged or destroyed Townhome or Improvement to substantially the same size and configuration as existed prior to the damage or destruction, in accordance with the original plans and specifications; provided, however, that modifications from those plans and specifications may, upon the request of the affected Owner, be approved by the Board of Directors subject to the following:
- (i) Any modification must be approved by the DRC; and
 - (ii) Owner, at its sole cost and expense, agrees to be responsible for any additional costs incurred as a result of said modification.

Section 9.4 Decision Not to Repair. Notwithstanding the foregoing provisions of this Article IX, the Owner of any Townhome damaged or destroyed by fire or other casualty covered by the Association's insurance, may elect not to have the Townhome repaired or restored by presenting to the Board of Directors, within thirty (30) days after the damage or destruction has occurred, written notice of such election duly signed by the Owners of not less than eighty percent (80%) of all Sublots, including the Sublot containing any Townhome which is attached by a Party Wall shared with the damaged or destroyed Townhome. In the event the damaged Townhome is not repaired or restored, any insurance proceeds which the Association receives or is entitled to receive for such damage from the policies of fire and casualty insurance, less any expenses reasonable incurred by the Association in assessing or investigating the extent of the damage or in preparing for its repair, shall be distributed, as co-payees, to the Owner of said Townhome and all mortgagees, deed of trust beneficiaries, and other lien holders filed of record against said Townhome.

ARTICLE 10. SPECIAL DECLARANT RIGHTS AND ADDITIONAL RESERVED RIGHTS

Section 10.1 Special Declarant Rights. Declarant hereby reserves the right, from time to time, to perform the acts and exercise the rights hereinafter specified (the "Special Declarant Rights"). Declarant's Special Declarant Rights include the following:

- (a) Completion of Improvements. The right to complete improvements indicated on Plats filed with this Declaration. After the completion of the first phase of construction, Declarant shall:
 - (i) keep, or cause to be kept, the portion of the Property owned by Declarant in a neat, orderly and clean

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condition, free of all weeds and other debris; (ii) during construction on the Property, employ effective dust control procedures; (iii) comply with any reasonable requests made by an Owner with respect to the appearance of the Property during construction thereon within five (5) business days following receipt of such request; (iv) protect the Property (including, without limitation, the Common Area) from damage caused by Declarant, or its agents, employees, contractors or subcontractors to (or promptly repair once damaged) all pavement, curbs, gutters, sidewalks, streets, facilities, hydrants, and other property within the Common Area; (v) keep all such Common Area, and all pedestrian and road rights-of-way and drives, reasonably clean and clear of equipment, building materials, dirt and debris and similar materials; (vi) not bury or cover trash or debris on any portion of the Property; (vii) clean plaster or concrete equipment only at designated sites; (viii) not store any construction materials on the Property except materials to be used in the construction of Sublots or Townhomes; (ix) keep roadways, easements, and other property within the Property clean of silt, construction materials and trash from its activities and the activities of its agents, employees, contractors and subcontractors, at all times; (x) clean the exterior of all completed Townhomes which Declarant owns and perform landscape and site maintenance on all such Sublots as necessary to keep the property in a neat and orderly condition; and (xi) during the construction period, comply with all applicable laws, rules and regulations pertaining to construction and safety and with the Construction Rules, as amended from time to time.

(b) Exercise of Development Rights. The right to exercise any development rights.

(c) Sales Management and Marketing. The right to locate, relocate and maintain sales offices, management offices, signs advertising the Subdivision and models within any Townhome Sublot and in the Common Area. Declarant shall have the right to show Residences and the Common Area to prospective purchasers and to arrange for the use of any recreational facilities within the Common Area by prospective purchasers.

(d) Construction Easements. The right to use easements through the Common Area for the purpose of making improvements within the Subdivision.

(e) Control of Association and Board of Directors. The right to appoint or remove any officer of the Association or any member of the Board of Directors.

(f) Amendment of Declaration. The right to amend this Declaration in connection with the exercise of any Development Rights.

(g) Amendment of Plat. The right to amend the Plat in connection with the exercise of any Development Rights.

(h) Signs. The right to maintain signs on the Common Area advertising the Subdivision.

(i) Post Sales. The right to use the Common Area to maintain customer relations and provide post sale services to Owners.

(j) Parking/Storage. The right to use and to allow others to use all parking and storage areas in connection with its marketing efforts.

Section 10.2 Additional Reserved Rights. In addition to the Special Declarant Rights set forth in Section 10.1 above, Declarant also reserves the following additional rights (the "Additional Reserved Rights"):

(a) Dedications. The right to establish, (from time to time, by dedication or otherwise, utility and other easements for purposes including but not limited to streets, paths, walkways, ski ways, drainage, recreation areas, parking areas, driveways, ducts, shafts, flues, conduit installation areas, and to create other reservations, exceptions and exclusions for the benefit of and to serve the Owners within the Subdivision.

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(b) Use Agreements. The right to enter into, establish, execute, amend, and otherwise deal with contracts and agreements for the use, lease, repair, maintenance or regulation of parking and/or recreational facilities, which may or may not be a part of the Subdivision for the benefit of the Owners and/or the Association.

(c) Easement Rights. The rights to an easement through the Common Area as may be reasonably necessary for the purpose of discharging Declarant's obligations arising under this Declaration or the Act.

(d) Other Rights. The right to exercise any Additional Reserved Right created by any other provision of this Declaration.

Section 10.3 Limitations on Special Declarant Rights and Additional Reserved Rights. Unless sooner terminated by an amendment to this Declaration executed by the Declarant, any Special Declarant Right or Additional Reserved Rights may be exercised by the Declarant so long as the Declarant (a) is obligated under any warranty or obligation; (b) holds a Development Right; (c) owns any Sublot; or (d) holds a Security Interest in any Sublot; provided, however, all Special Declarant Rights and Additional Reserved Rights shall terminate ten (10) years after the date of recording this Declaration. Earlier termination of certain rights may occur pursuant to requirements of the Act. Notwithstanding anything to the contrary in this Article X, Declarant shall not have the right without the approval of a majority of the Owners not including Declarant to do any of the following: (a) annex additional property to this Declaration; (b) alter the conditional use permit issued by the City of Ketchum in a manner that has a material adverse impact on the Owners as a class, or the Association

Section 10.4 Interference with Special Declarant Rights. Neither the Association nor any Owner may take any action or adopt any rule and/or regulation that will interfere with or diminish any Special Declarant Rights or Additional Reserved Rights without the prior written consent of the Declarant.

Section 10.5 Rights Transferable. Any Special Declarant Rights or Additional Reserved Right created or reserved under this Article 10 for the benefit of Declarant may be transferred to any person by an instrument describing the rights transferred and recorded in the Records. Such instrument shall be executed by the transferor Declarant and the transferee.

ARTICLE XI REVOCATION OR AMENDMENT

Section 11.1 Method of Revocation or Amendment. This Declaration may be amended or revoked, in part or in whole, by an instrument duly approved and adopted by not less than two-thirds of the Owners entitled to vote. The amendment or revocation shall be effective as of the date a copy of the instrument adopted, together with a certification of the vote or other action of the Owners by a duly authorized officer of the Association, is recorded in the official records of Blaine County, Idaho. Any such revocation or amendment duly adopted and recorded shall be binding upon every Owner and Sublot, whether the burdens of this Declaration are increased or decreased by any such amendment or revocation, and whether or not the Owner consents thereto. Notwithstanding the foregoing, the consent of the Declarant and any assignees of Declarant established pursuant to Section 12.3 shall be required for any proposed amendment to Sections 2.1, 3.4, 3.7, 5.5, 7.5 and 12.3 if, and to the extent that, at the time of any such proposed amendment the Declarant and/or such assignees own one or more Townhome Sublots, or be entitled to develop one or more Townhome Sublots which are subject to this Declaration.

ARTICLE XII MISCELLANEOUS

Section 12.1 Compliance. Each Owner shall comply with the provisions of this Declaration, Design Criteria, Articles of Incorporation and Bylaws of the Association, and all rules and regulations duly

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enacted by the Association. Failure to comply shall be grounds for an action to recover sums due for damage or injunctive relief, or both, maintainable by the Association or any Owner.

Section 12.2 Mailing Address. Each Owner shall provide the Association with such Owner’s mailing address and/or email address, which address shall be used for the mailing or other service of any and all notices, assessments or communications from the Association. Any notice referred to in this section shall be deemed given by the Association when it has been deposited in the United States mail, postage prepaid, or when the email has been sent, addressed to the Owner at the given address.

Section 12.3 Transfer of Rights. Any right or interest reserved hereby to the Declarant may be transferred or assigned by the Declarant to any person or entity without the need for further approval.

Section 12.4 Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

Section 12.5 Severability. In any of the provisions of this Declaration, or any clause, paragraph, sentence, phrase or word or the application thereof in any circumstance shall be invalidated, such invalidity shall not affect the validity of the remainder of the Declaration, and the application of any such provision, paragraph, sentence, phrase or word in any other circumstance shall not be affected thereby.

Section 12.6 Prevailing Law. The provisions of this Declaration shall be construed and enforced pursuant to the laws of the State of Idaho.

IN WITNESS WHEREOF, the undersigned has executed this Declaration on the day and year first written above.

IEG THUNDER SPRING, LLC
an Idaho Limited Liability Company

By: _____
Its: _____

STATE OF _____)
)ss.
County of _____)

On this _____ day of _____, 2016, before me, a Notary Public, in and for said County and State, personally appeared _____, known or identified to me to be the _____ of IEG Thunder Spring, LLC, the limited liability company that executed the foregoing instrument and acknowledged to me that such entity 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
Residing at: _____
My commission expires: _____



City of Ketchum
Planning & Building

STAFF REPORT
KETCHUM PLANNING AND ZONING COMMISSION
REGULAR MEETING OF May 8, 2017

- PROJECT:** Sunnyside Condos
- FILE NUMBER:** #17-015
- OWNERS:** Scoti L Adams Carden, Trustee
- REPRESENTATIVE:** Amanda Houston
- REQUEST:** Design Review approval for an addition of a 155 square foot laundry room and a 2,300 square foot car port to the Sunnyside Condos located in the Community Core.
- LOCATION:** 420 & 460 N. Spruce Avenue
(Sunnyside 8 Condos Bldg. 1 & Bldg. 2)
- ZONING:** Community Core
- OVERLAY:** None
- NOTICE:** Notice was mailed to adjacent property owners within a 300-foot radius of the subject property and posted in three public locations on April 25th, 2017.
- REVIEWER:** Carl Anderson, Associate Planner

BACKGROUND

The site property is located in the Community Core (CC) zoning district. The site contains two multi-family dwelling buildings containing a total of eight units, located at 420 & 460 N. Spruce Avenue. The property does not currently have a subdistrict overlay and as such, the most favorable Community Core subdistrict is applied, which in this case shall be the Urban Residential subdistrict (CC-C).

The applicant is proposing to remove an existing fifty-seven (57) square foot laundry room at the north side of building 1 and replace it with a one-hundred and fifty-five (155) square foot addition in the same location. A two-thousand three-hundred (2,300) square foot carport is proposed at the west end of the property to cover the existing nine parking spaces. The new construction is proposed to be finished to complement the existing building.

ANALYSIS

The purpose of Design Review is to maintain and enhance appearance, character, beauty and function of the city, to ensure that new development is complementary to the design of existing city neighborhoods and to protect and enhance the economic base of the City of Ketchum. Keeping in mind the purpose of this chapter and the application of the evaluation standards.

Design review is required for building, developing, or substantially altering the exterior of the following buildings or projects in all zoning districts:

1. Non-residential use
2. Public or semi-public use
3. Multi-family dwellings, including attached and detached townhomes
4. Mixed use
5. Any structure with an original construction date of 1940 or earlier

Design Review approval may be granted by the Commission only if the applicant demonstrates that:

1. The project does not jeopardize the health, safety or welfare of the public.
2. The project conforms to all applicable standards and criteria as set forth in this chapter, 17.96: Design Review, and any other standards as adopted or amended by the City of Ketchum from time to time.

As demonstrated in the supporting attachments staff believes the applicant has addressed all of the Design Review standards. Should the Commission agree, the Commission may allow the applicant to move forward with Design Review and may attach additional conditions to approval as it determines necessary to ensure the health, safety, or welfare of the public. All conditions must cite the appropriate standard for imposing such condition. Such conditions include, but are not limited to:

1. Ensuring compliance with applicable standards.
2. Requiring conformity to approved plans and specifications.
3. Requiring security for compliance with the terms of the approval.
4. Minimizing adverse impact on other development.
5. Controlling the sequence, timing and duration of development and ongoing maintenance.
6. Requiring more restrictive standards than those generally found in the Ketchum Municipal Code.

COMPREHENSIVE PLAN ANALYSIS

Staff finds the proposed addition to the existing Sunnyside condos is inconsistent with the future land use designation for subject property. However, as the use is existing and the addition will serve to improve the location staff has no concerns at this time.

SUPPORTING SECTION	SUMMARY OF COMPLIANCE OF PROPOSED AMENDMENTS WITH THE 2014 COMPREHENSIVE PLAN
Future Land Use	
Public/Quasi-Public	The Public/Quasi-Public category includes uses related to community services, such as schools, libraries, community centers and gardens, arts/culture, hospitals, government, utilities, cemeteries, and places of worship.
Community Design and Neighborhoods	
Policy CD-1.1 Unique Design Elements for Identifiable Neighborhoods	Each neighborhood or district should include a mix of design elements that will reinforce its unique design quality.
Policy CD-1.3 Compatible Infill and Redevelopment Projects	Infill and redevelopment projects should be contextually appropriate to the neighborhood and development in which they will occur. Context refers to the natural and manmade features adjoining a development site; it does not imply a certain style.

COMMISSION OPTIONS

1. **Denial of the Application:** “Motion to deny the application from the owner Scoti L. Adams Carden, Trustee for the Design Review application finding the application **does not** meet the standards for approval under Chapter 17.96 of Ketchum Zoning Code, for the following reasons: [cite findings for denial].”
2. **Approval of the Application:** “Motion to approve the application from the owner Scoti L. Adams Carden, Trustee for the Design Review application, finding the application meets the standards for approval under Chapter 17.96 of Ketchum Zoning Code with the following conditions: [insert conditions of approval here]”
3. **Continuation of the Application:** “Motion to continue the application from owner Scoti L. Adams Carden, Trustee to a date certain of [insert date of meeting].”

STAFF RECOMMENDATION

Staff recommends approval of the application and supporting plans as presented with the recommended conditions.

RECOMMENDED CONDITIONS

Ketchum City Engineer, Streets, Utilities, Fire, Planning and Building Department requirements shall be met, including:

1. All departmental conditions as described in Table 1, 2, and 3;
2. This Design Review approval is based on the plans and information presented and approved at the meeting on the date noted herein. Building Permit plans must conform to the approved Design Review plans unless otherwise approved in writing by the Planning and Zoning Commission or Administrator. Any building or site discrepancies which do not conform to the approved plans will be subject to removal;
3. All building and fire code requirements as dictated by 2012 family of international codes shall apply to all construction on-site;
4. Design Review elements shall be completed prior to final inspection/occupancy;
5. Any work in the right-of-way will require a right-of-way encroachment permit, reviewed and approved by the City before installation;
6. A construction management plan shall be provided to and approved by staff prior to the issuance of a building permit;
7. The applicant shall obtain a letter from Clear Creek Disposal detailing the agreement for services between Clear Creek and the applicant; and
8. Should the applicant require additional modifications to the asphalt outside of the subject property lines sidewalks, curb and gutter shall be provided by the applicant as required by the Public Works Department.

ATTACHMENTS:

- A. Table 1. Requirements for All Applications
- B. Table 2. Zoning Standards Analysis
- C. Table 3. Design Review Standards
- D. Table 4. Design Review Standards for Community Core Projects
- E. Application
- F. Plans
 - a. Plans Sheet, dated: 04/13/2017
 - b. Updated Site Plan, dated: 4/24/17
 - c. Materials Board, dated: 4/13/2017
- G. Existing Street View, Dated 7/2015

Attachment A.
Table 1: Requirements for All Applications

City Department Comments			
Compliant			
Yes	No	N/A	City Code
			City Standards and Staff Comments
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.040
Complete Application			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>Police Department: No comment at this time.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>Fire Department: The above project shall meet all 2012 International Fire Code requirements in addition to specific City Building and Fire Ordinances.</p> <p>IF a monitored fire detection system exists or is installed, it shall meet NFPA 72 and be monitored by an approved alarm monitoring station. An approved key box shall be installed, with the appropriate keys, for emergency fire department access in a location approved by the fire department.</p> <p>Approved address numbers shall be placed in such a position to be plainly visible and legible from the road fronting the property. Numbers and letters shall be a minimum of four (4) inches tall, contrast with their background and be positioned a minimum of forty-eight (48) inches above final grade.</p> <p>Vehicle parking and material storage during construction shall not restrict or obstruct public streets or access to any building. A minimum twenty-foot travel lane for emergency vehicle access shall be maintained clear and unobstructed at all times. All required Fire Lanes, including within 15 feet of fire hydrants, shall be maintained clear and unobstructed at all times.</p> <p>Fire extinguishers shall be installed and maintained per 2012 IFC Section 906 both during construction and upon occupancy of the building.</p> <p>Final inspections of all fire department required installations by the Fire Chief or an appointee are required and shall be scheduled at least 48 hours in advance. A Final Inspection Checklist can be found at www.ketchumfire.org.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>Public Works: It appears that no asphalt replacement is proposed for the city ROW, however, If the project encroaches into the city ROW they may be required to replace the temporary sidewalk with new sidewalk, curb, and gutter.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>Utilities: Utilities has no concerns with this project.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>Parks/Arborist: The two trees in question are indeed surrounded by asphalt and not "mature." Given their growth space and species habit, the trees will not thrive or achieve their full mature potential in this location. For these reasons I would say the trees do not have to be replaced whether on site or off.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>Building: The addition must meet 2012 International Building Code.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>Planning and Zoning: Comments are denoted throughout the staff report.</p>

**Attachment B.
Table 2: Zoning Standards Analysis**

Compliance with Zoning District				
Compliant			Standards and Staff Comments	
Yes	No	N/A	Regulation	City Standards and <i>Staff Comments</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.12.040	Minimum Lot Area
			<i>Staff Comments</i>	Permitted: 5,500 square foot minimum Existing: 11,529 square feet
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.12.040	Building Height
			<i>Staff Comments</i>	Required: A maximum building height of 42' feet is permitted. Proposed: No change
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.12.040	Building Setbacks
			<i>Staff Comments</i>	Required: Front (West): 5' average' Side (North): 0' (Interior Side) Side(South): 0' (Interior Side) Rear(East): 0' Proposed: Front (West): 5' avg. Side (North): 0' Side(South): 0' Rear (East): No change
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.124.140	Curb Cut
			<i>Staff Comments</i>	Required: A total of 35% of the linear footage of any street frontage can be devoted to access to off street parking. Proposed: No change to the existing curb cut is proposed at this time. The existing curb cut has been reviewed by the Public Works Department and no further comments were provided. .
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	12.125.020.A.2 & 17.125.050	Parking Spaces
			<i>Staff Comments</i>	Required: The off street parking standards apply when an existing structure or use is expanded or enlarged. Additional off street parking spaces shall be required only to serve the enlarged or expanded area, not the entire building or use. Residential, CC District: One (1) space per 1,500 net square feet. Existing: There are 9 existing on-site parking spaces. Proposed: The applicant is proposing to retain the 9 existing residential parking spaces. There is currently 2,804 net square feet of livable space per building for a total of 5,608 net livable space. Additionally, there is a total of 6,555 gross square feet for both buildings, including the addition of the 155 square foot laundry room addition. Based on the net livable the applicant is required to provide four (4) parking spaces.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.124.040	Floor Area Ratios and Community Housing
			<i>Staff Comments</i>	Permitted in CC Permitted Gross FAR: 1.0 Inclusionary Housing Incentive: 2.25 Proposed

				FAR: 0.57 (6,555/11,529)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.08.020 & 17.18.130	Zoning Matrix & Definitions
			<i>Staff Comments</i>	<p>17.08.020 Terms Defined</p> <p>DWELLING, MULTIPLE-FAMILY: A building, under single or multiple ownership, containing two (2) or more dwelling units used for residential occupancy.</p> <p>FLOOR AREA, NET: The sum of the 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.</p> <p>17.18.130: Community Core District (CC)</p> <p>A. Purpose. The purpose of the CC community core district is to promote a compact and cohesive center of commerce and culture, to promote an attractive and safe pedestrian environment which includes sidewalks, gathering spaces, streetscape amenities and landscaping, to retain the unique small town scale and character and to encourage buildings which respect Ketchum’s historical and geographic context while providing diversity. Compatible mixed uses including retail, office, residential and cultural uses are encouraged. Commercial uses are concentrated in the CC district which is consistent with the city’s comprehensive plan and the downtown master plan.</p> <p>D. Subdistricts. Subdistricts specify areas of special characteristic within the community core which are designated on the City of Ketchum Zoning Map.</p>

Attachment C.

Table 3: Design Review Standards for all projects

IMPROVEMENTS AND STANDARDS: 17.96.060				
Yes	No	N/A	City Code	City Standards and Staff Comments
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(A)(1)	The applicant shall be responsible for all costs associated with providing a connection from an existing city street to their development. <i>Staff Comments</i> The property is currently served by a public street. No additional requirements are required at this time.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(A)(2)	All street designs shall be approved by the City Engineer. <i>Staff Comments</i> See above.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(B)(1)	All projects under 17.96.010(A) that qualify as a "Substantial Improvement" shall install sidewalks as required by the Public Works Department. <i>Staff Comments</i> The applicant is replacing the asphalt up to the property line. The Public Works Department does not recommend the installation of sidewalks at this time.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060 (B)(2)	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>Staff Comments</i> Sidewalks do not currently serve the location. The Public Works Department has reviewed the exiting condition and has approved the configuration of the pedestrian access around the site.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060 (B)(3)	Sidewalks may be waived if one of the following criteria is met: a. The project comprises an addition of less than 250 square feet of conditioned space. 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>Staff Comments</i> The Public Works Department has reviewed the project and does not recommend the installation of a sidewalk at this time. Pedestrian access has been maintained in front of the site.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.060 (B)(4)	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>Staff Comments</i> N/A.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060 (B)(5)	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>Staff Comments</i> The existing configuration provides pedestrian connection to and around the building. The Public Works Department has reviewed the pedestrian connections around the site and does not recommend the installation of sidewalks at this time.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060 (B)(6)	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 City Engineer. Any approved in-lieu contribution shall be paid before the City issues a certificate of occupancy. <i>Staff Comments</i> Staff does not recommend a contribution in-lieu for the above described pedestrian improvements.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(C)(1)	All storm water shall be retained on site. <i>Staff Comments</i> The applicant has stated that all storm water drainage will be retained on site.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(C)(2)	Drainage improvements constructed shall be equal to the length of the subject property lines adjacent to any public street or private street.

			<i>Staff Comments</i>	<i>This requirement has been met.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.060(C)(3)	The City Engineer may require additional drainage improvements as necessary, depending on the unique characteristics of a site.
			<i>Staff Comments</i>	<i>N/A. The Public Works Department has not required additional drainage improvements at this time.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(C)(4)	Drainage facilities shall be constructed per City standards.
			<i>Staff Comments</i>	<i>All drainage improvement shall satisfy this requirement and receive final approval from the Public Works Department prior to the issuance of a Building Permit.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(D)(1)	All utilities necessary for the development shall be improved and installed at the sole expense of the applicant.
			<i>Staff Comments</i>	<i>The applicant is aware of this requirement and will provide all utilities as necessary for the proposed development.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	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.
			<i>Staff Comments</i>	<i>The applicant is aware of this requirement and will provide all utilities necessary for the development. The applicant shall coordinate with the City Utilities Department and receive approval of final utility location at the time of final inspection, prior to the issuance of a Building Permit.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(D)(3)	When extension of utilities is necessary all developers will be required to pay for and install two (2") 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>Staff Comments</i>	<i>The applicant is aware of this requirement. Should the project require the extension of utilities the applicant shall pay for and install two (2") inch SDR11 fiber optical conduit to serve the property.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(E)(1)	The project's materials, colors and signing shall be complementary with the townscape, surrounding neighborhoods and adjoining structures.
			<i>Staff Comments</i>	<i>The projects proposed materials, colors and signing are complementary with the townscape, and are designed to complement the existing building. The applicant is proposing to utilize a combination of a charcoal gray metal fascia, charcoal gray standing seam metal roof, light gray metal fascia, and a light gray metal siding. The carport will also include light gray painted finish columns.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(E)(2)	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>Staff Comments</i>	<i>No landmarks have been identified on the property.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(E)(3)	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>Staff Comments</i>	<i>The existing structures were built in 1976. The proposed addition satisfies this requirement.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(F)(1)	Building(s) shall provide unobstructed pedestrian access to the nearest sidewalk and the entryway shall be clearly defined.
			<i>Staff Comments</i>	<i>The existing entryway is clearly defined. The existing pedestrian access is unobstructed and provides clear access to the nearest sidewalk.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(F)(2)	The building character shall be clearly defined by use of architectural features.
			<i>Staff Comments</i>	<i>The architectural design of the addition is consistent with the existing building. The materials proposed for the addition provide a complement to the existing building materials.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(F)(3)	There shall be continuity of materials, colors and signing within the project.
			<i>Staff Comments</i>	<i>The materials proposed by the applicant satisfy this requirement. See comments located in section 17.96.060E (1).</i>

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(F)(4)	Accessory structures, fences, walls and landscape features within the project shall match or complement the principal building.
			<i>Staff Comments</i>	<i>The proposed carport serves as an accessory structure and has been designed to match and complement the principal building. The material selection of the proposed carport is the same as that proposed for the laundry room addition, and compliments the existing buildings.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(F)(5)	Building walls shall provide undulation/relief, thus reducing the appearance of bulk and flatness.
			<i>Staff Comments</i>	<i>The existing building satisfies this requirement, and the proposed addition serves to complement the existing design.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(F)(6)	Building(s) shall orient towards their primary street frontage.
			<i>Staff Comments</i>	<i>The existing buildings orient towards N. Spruce Ave which is the primary frontage.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(F)(7)	Garbage storage areas and satellite receivers shall be screened from public view and located off alleys.
			<i>Staff Comments</i>	<i>The current garbage location is on City property adjacent to the site. The applicant is proposing to move the trash containers to the north side of the property behind an existing fence and behind the proposed bike racks. The site does not have alleyway access. The applicant is proposing that the garbage storage area be located behind the existing fence, which will provide screening from public view.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(F)(8)	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>Staff Comments</i>	<i>The existing building satisfies this requirement. Snow retention bars have been provided on both the carport roof and the laundry room addition.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(G)(1)	Pedestrian, equestrian and bicycle access shall be located to connect with existing and anticipated easements and pathways.
			<i>Staff Comments</i>	<i>The site is currently well connected to provide both pedestrian and bicycle access.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.060(G)(2)	Awnings extending over public sidewalks shall extend five (5') feet or more across the public sidewalk but shall not extend within two (2') feet of parking or travel lanes within the right of way.
			<i>Staff Comments</i>	<i>N/A. Awnings are not proposed to extend over the public sidewalk at this time.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(G)(3)	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>Staff Comments</i>	<i>The existing design of the building allows traffic to flow safely within the project and onto adjacent streets. The proposed addition is not anticipated to inhibit bicycle, pedestrian connection to N. Spruce Avenue. The addition will not limit sight distances around the location.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(G)(4)	Curb cuts and driveway entrances shall be no closer than twenty (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>Staff Comments</i>	<i>No new curb cuts have been proposed at this time. The Public Works Department has approved the current curb cut.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(G)(5)	Unobstructed access shall be provided for emergency vehicles, snowplows, garbage trucks and similar service vehicles to all necessary locations within the proposed project.
			<i>Staff Comments</i>	<i>The existing site layout currently provides unobstructed access for emergency vehicles, snowplows, garbage trucks and similar service vehicles. The proposed addition of the carport is not anticipated to obstruct emergency vehicles, snowplows or garbage trucks.</i>

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(H)(1)	Snow storage areas shall not be less than thirty percent (30%) of the improved parking and pedestrian circulation areas.
			<i>Staff Comments</i>	<i>The proposed snow storage area satisfies this requirement.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(H)(2)	Snow storage areas shall be provided on-site.
			<i>Staff Comments</i>	<i>The applicant has provided snow storage areas on-site.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(H)(3)	A designated snow storage area shall not have any dimension less than five (5') feet and shall be a minimum of twenty five (25) square feet.
			<i>Staff Comments</i>	<i>The proposed snow storage areas do not have a dimension of less than five feet (5') and are each a minimum of twenty five (25) square feet.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.060(H)(4)	In lieu of providing snow storage areas, snow melt and hauling of snow may be allowed.
			<i>Staff Comments</i>	<i>N/A.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(I)(1)	Landscaping is required for all projects.
			<i>Staff Comments</i>	<i>The site currently has landscaping throughout. The applicant is proposing minor landscape modifications. The applicant is proposing to remove two existing trees to provide room for a pedestrian pathway to connect buildings 1 & 2 to the on-site parking spaces. The City Arborist has no concerns with the removal of the subject trees. The applicant has stated that the existing landscaping is to remain unaltered unless otherwise noted.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(I)(2)	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>Staff Comments</i>	<i>The proposed landscape modifications are readily adaptable to the site's micro climate. The City Arborist has reviewed the landscape materials and has no comment at this time.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(I)(3)	All trees, shrubs, grasses and perennials shall be drought tolerant. Native species are recommended but not required.
			<i>Staff Comments</i>	<i>There are no changes proposed to the species of trees, shrubs, grasses and perennials.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(I)(4)	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>Staff Comments</i>	<i>The existing landscaping serves to provide a buffer between building 1 & 2 and the adjacent properties. The existing landscaping also provides a buffer between the existing buildings and the proposed carport addition.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(J)(1)	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>Staff Comments</i>	<i>No additional amenities are recommended at this time.</i>

Attachment D.

Table 4: Design Review Standards for Community Core Projects

IMPROVEMENTS AND STANDARDS: 17.96.070 - Community Core (CC) Projects				
In addition to the requirements of section 17.96.060 of this chapter, unless otherwise specified, the standards of this section apply to projects in the Community Core district. The purpose of this section is to ensure the addition of high quality architecture for new development, while maintaining the unique character of existing building stock found in the Community Core.				
Yes	No	N/A	City Code	City Standards and Staff Comments
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.070 A(1)	Street trees, street lights, street furnishings, and all other street improvements shall be installed or constructed as determined by the Public Works Department.
			Staff Comments	<i>No additional street trees, street lights, street furnishings, and any other street improvements have been recommended by the Public Works Department at this time.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.070(A)(2) Streets	Street trees with a minimum caliper size of three (3") inches, shall be placed in tree grates.
			Staff Comments	<i>N/A. Street trees have not been proposed at this time.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.070(A)(3)	Due to site constraints, the requirements if this subsection 17.96.070.A may be modified by the Public Works Department.
			Staff Comments	<i>N/A.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.070 (B)(1)	Facades facing a street or alley or located more than five (5') 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.
			Staff Comments	<i>The existing facades facing the street and located more than five-feet (5') from an interior side property line have satisfied this requirement. All new construction will complement the existing building materials.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	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.
			Staff Comments	<i>N/A. The buildings are entirely devoted to residential use.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.070 (B)(3)	For nonresidential portions of buildings, front facades shall be designed to not obscure views into windows.
			Staff Comments	<i>N/A. See above.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.070 (B)(4)	Roofing forms and materials shall be compatible with the overall style and character of the structure. Reflective materials are prohibited.
			Staff Comments	<i>The applicant has satisfied this requirement. A standing seam metal roof in charcoal gray has been proposed, which is not reflective and will complement the existing materials of buildings 1 & 2.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.070 (B)(5)	All pitched roofs shall be designed to sufficiently hold all snow with snow clips, gutters, and downspouts.
			Staff Comments	<i>Snow retention bars have been proposed on both the laundry room addition and the carport. Gutter & downspouts pipe to the existing catch basin with 3' heat tape below grade.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.070 (B)(6)	Roof overhangs shall not extend more than three (3') feet over a public sidewalk. Roof overhangs that extend over the public sidewalk shall be approved by the Public Works Department.
			Staff Comments	<i>N/C. Roof overhangs are not proposed to extend over the public sidewalk.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.070 (B)(7)	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.
			Staff Comments	<i>N/A.</i>

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.070(C)(1)	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>Staff Comments</i>	<i>The trash disposal areas have been proposed to be located at the north side of the property behind an existing fence. The proposed trash disposal area shall be screened from public view by the existing fence which angles out in front of the proposed trash location. The applicant has coordinated with Clear Creek to utilize auto carts and locate them in such a way that is accessible. The site is not served by a parking garage and there is not clear accessibility to the rear of the location. The applicant shall obtain a letter from Clear Creek detailing the agreement between the applicant and Clear Creek.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.070(C)(2)	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>Staff Comments</i>	<i>N/C. No additional roof and ground mounted mechanical and electrical equipment has been proposed.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.070(D)(1)	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>Staff Comments</i>	<i>The applicant is removing two existing trees from the location to provide for unobstructed pedestrian access. No tree replacements have been proposed. The City Arborist has reviewed the application and has stated that the two trees are not mature and healthy, and will not reach this state in their current locations. At this time, no replacement trees are required.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.070(D)(2)	Trees that are placed within a courtyard, plaza, or pedestrian walkway shall be placed within tree wells that are covered by tree grates.
			<i>Staff Comments</i>	<i>N/A.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.070(D)(3)	The city arborist shall approve all parking lot and replacement trees.
			<i>Staff Comments</i>	<i>No parking lot or replacement trees have been proposed at this time.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.070(E)(1)	Surface parking lots shall be accessed from off the alley and shall be fully screened from the street.
			<i>Staff Comments</i>	<i>N/C. Nine parking spaces are currently located off of N. Spruce Avenue. There is no alleyway access to the property.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.070(E)(2)	Surface parking lots shall incorporate at least one (1) tree and one (1) additional tree per ten (10) onsite 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>Staff Comments</i>	<i>N/A.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.070(E)(3)	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>Staff Comments</i>	<i>N/A.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.070(F)(1)	One (1) bicycle rack, able to accommodate at least two (2) bicycles, shall be provided for every four (4) parking spaces as required by the proposed use. At a minimum, one (1) bicycle rack shall be required per development.
			<i>Staff Comments</i>	<i>The applicant is proposing to install three (3) bike racks on site able to accommodate a total of six (6) bikes.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.070(F)(2)	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 (1/2) shall be adjusted to the next highest whole number.
			<i>Staff Comments</i>	<i>See above.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.070(F)(3)	Bicycle racks shall be clearly visible from the building entrance they serve and not mounted less than fifty (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>Staff Comments</i>	<i>The location of the proposed bike racks satisfy this requirement.</i>
--	--	--	-----------------------	--



City of Ketchum
Planning & Building

**CERTIFIED
COMPLETE**
4/14/17

OFFICIAL USE ONLY	
File Number:	17-015
Date Received:	4/13/17
By:	K. Owens
Pre-Application Fee Paid:	
Design Review Fee Paid:	1800
Approved Date:	
Denied Date:	
By:	C. Anderson
ADRE: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	

Design Review Application

APPLICANT INFORMATION

Project Name: <u>Sunnyside Condos</u>	Phone: <u>713-515-9984</u>
Owner: <u>Sreti L. Adams Carden, Trustee</u>	Mailing Address: <u>Po Box 6263</u>
Email: <u>wjcarden1@gmail.com</u>	<u>Ketchum, ID 83340</u>
Architect/Representative: <u>Amanda Houston</u>	Phone: <u>208-578-7905</u>
Email: <u>amanda@englassociates.com</u>	Mailing Address: <u>101 Bullion St. E, Ste 3C</u>
Architect License Number: <u>AR-985700</u>	<u>Hailey, ID 83333</u>
Engineer of Record: <u>John D. Jacoby</u>	Phone: <u>208-726-3807</u>
Email: <u>john.d.jacoby@hotmail.com</u>	Mailing Address: <u>Po Box 3451</u>
Engineer License Number: <u>P-2270</u>	<u>Ketchum, ID 83340-3451</u>

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.

PROJECT INFORMATION

Legal Land Description: Sunnyside S Condos Bldg 1 & Bldg 2

Street Address: 420 + 460 N. Spruce Ave, Ketchum, ID 83340

Lot Area (Square Feet): 11,529.55

Zoning District: Community Core

Overlay District: Floodplain Avalanche Mountain

Type of Construction: New Addition Remodel Other

Anticipated Use: Carport & laundry Addition Number of Residential Units: EXISTING - NO CHANGE

TOTAL FLOOR AREA

	Proposed	Existing
Basements		
1 st Floor		Sq. Ft. \emptyset Sq. Ft.
2 nd Floor	<u>155</u> Sq. Ft.	<u>3,200</u> Sq. Ft.
3 rd Floor		<u>3,200</u> Sq. Ft.
Mezzanine		Sq. Ft.
Total	<u>155 + 2300 (CARPORT)</u> Sq. Ft.	Sq. Ft.
		<u>6,400</u> Sq. Ft.

FLOOR AREA RATIO

Community Core: .57 Tourist: _____ General Residential-High: _____

BUILDING COVERAGE/OPEN SPACE

Percent of Building Coverage: 49.05%

DIMENSIONAL STANDARDS/PROPOSED SETBACKS

Front: 5' Side: 0' Side: 0' Rear: 0'

OFF STREET PARKING

Parking Spaces Provided: 9 (EXISTING)

Curb Cut: 90.75' Sq. Ft. 2300 SF %

WATER SYSTEM

Municipal Service Ketchum Spring Water

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

Signature of Owner/Representative

Date

DESIGN REVIEW EVALUATION STANDARDS

(May not apply to Administrative Design Review):

17.96.060: IMPROVEMENTS AND STANDARDS FOR ALL PROJECTS

N/A 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.

Attachment F.

SUNNYSIDE 8 CONDOS

LAUNDRY & CARPORT ADDITION

KETCHUM, IDAHO

ENGEL & ASSOCIATES, LLC
COMMERCIAL REAL ESTATE
101 Bullion St. E., Ste. 3C
Hailey, ID 83333
208.578.7905

LICENSED ARCHITECT
AR-888700
Amanda M Houston
STATE OF IDAHO

Sunnyside 8 Condos
420-460 Spruce Street
Ketchum, Idaho

PROJECT INFORMATION

PROJECT LOCATION: SUNNYSIDE 8 CONDOS
420- 460 SPRUCE STREET
KETCHUM, IDAHO 83340

CODE: 2012 INTERNATIONAL BUILDING CODE (IBC)
2012 INTERNATIONAL EXISTING BUILDING CODE (IEBC)
2012 INTERNATIONAL MECHANICAL CODE (IMC)
2011 NATIONAL ELECTRICAL CODE (NEC)
2012 INTERNATIONAL PLUMBING CODE (IPC)
2012 INTERNATIONAL FUEL GAS CODE (IFGC)
2012 INTERNATIONAL FIRE CODE (IFC)
2012 INTERNATIONAL ENERGY CONSERVATION CODE (IECC)
ICC/ANSI A117.1-2009 ACCESSIBLE AND USABLE BUILDINGS AND FACILITIES

ZONING : COMMUNITY CORE (CC)

PROJECT USE: APARTMENT COMPLEX

LOT AREA: 11,529.55 SF

CONSTRUCTION TYPE (LAUNDRY): TYPE VB
CONSTRUCTION TYPE (CARPORT): TYPE IIB

OCCUPANCY CLASSIFICATION: R-2

AREA CALCULATION:

EXISTING BUILDING 1	3,200 SF (GROSS)
EXISTING BUILDING 2	3,200 SF (GROSS)
EXIST. LAUNDRY (DEMO)	(57 SF)
EXIST. SHED (DEMO)	(33 SF)
NEW LAUNDRY ADDITION	155 SF
TOTAL ENCLOSED AREA:	6,555 SF
NEW OPEN CARPORT:	2,300 SF

FIRE AND SMOKE PROTECTION: EXISTING BUILDING IS NOT SPRINKLERED. AUTOMATIC SPRINKLER SYSTEM IS NOT REQUIRED FOR THE NEW WORK - IBC TABLE 503 FOR TYPE 5 CONSTRUCTION.

THE NORTH WALL OF THE LAUNDRY ADDITION SHALL HAVE A FIRE-RESISTANCE RATING OF 1-HOUR PER IBC TABLE 602.

FIRE ALARM AND DETECTION: APPROVED FIRE ALARM AND DETECTION SYSTEMS SHALL BE INSTALLED IN THE NEW WORK AREA, PER THE IBC SECTION 907.

PORTABLE FIRE EXTINGUISHERS: INSTALL PER 2012 IBC SECTION 906.

REQUIRED SETBACKS:

FRONT	5'-0"
SIDE	0'-0"
REAR	0'-0"

ENERGY CODE REQUIREMENTS FOR PRESCRIPTIVE PATH:

DOORS (INSULATED METAL):	MAX U-0.60
BELOW-GRADE WALL:	R-7.5 MINIMUM
WALLS (WOOD FRAMED):	R-13 + 7.5 MINIMUM
ROOF:	R-49 MINIMUM

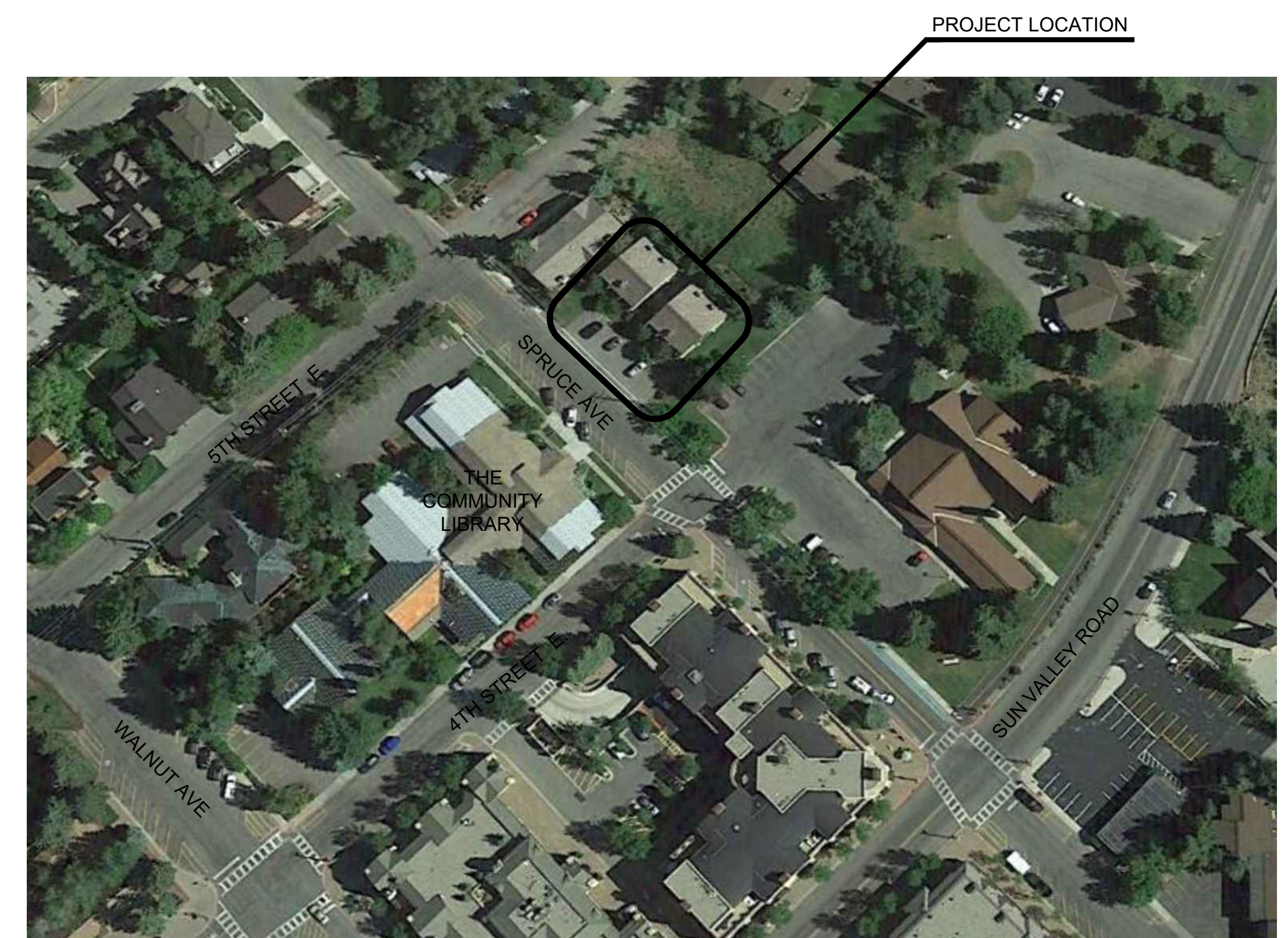
PROJECT SCOPE OF WORK

AN EXISTING 57 SF LAUNDRY ADDITION WILL BE REMOVED FROM THE NORTH SIDE OF BUILDING 1 AND A NEW LAUNDRY ADDITION WITH 155 SF WILL BE BUILT IN THE SAME LOCATION.

A STEEL FRAMED CARPORT WILL BE BUILT TO COVER THE EXISTING PARKING AREA FOR THE APARTMENT COMPLEX.

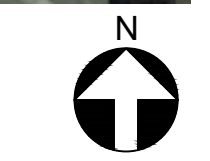
ALL NEW WORK AREAS WILL BE FINISHED TO COMPLIMENT THE EXISTING BUILDINGS AS NOTED ON THE DRAWINGS.

NEW WORK AREAS WILL RECEIVE NEW ELECTRICAL AND MECHANICAL EQUIPMENT AND FIXTURES AS MAY BE REQUIRED TO COMPLY WITH THE BUILDING CODES AND APPLICABLE REQUIREMENTS OF THE CITY OF KETCHUM.



VICINITY MAP

SCALE: 1" = 100'



INDEX OF DRAWINGS

- A0.0 COVER SHEET
- ALTA SITE SURVEY
- C-1 GRADING & DRAINAGE PLAN
- A1.0 ARCHITECTURAL SITE PLAN
- A2.0 LAUNDRY FLOOR PLAN AND ELEVATIONS
- A3.0 CARPORT PLAN
- A3.1 CARPORT ELEVATIONS
- A3.2 CARPORT SECTION
- MATERIALS BOARD

PROJECT TEAM

Engel & Associates, LLC Amanda Houston, Architect 101 Bullion St. E., Ste. 3C Hailey, Idaho 83333 (208) 578.7905 amanda@engellassociates.com	John D. Jacoby, P.E. PO Box 3451 Ketchum, Idaho 83340 (208)726.3807 johndjacoby@hotmail.com
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REV#	DATE	DESCRIPTION
	4/13/2017	DESIGN REVIEW

Contractor to verify all conditions on site before proceeding with the work.
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April 13, 2017

A0.0



NO.	DESCRIPTION	DATE	BY



PREPARED BY:
BENCHMARK ASSOCIATES, P.A.
P.O. BOX 733 100 BELL DRIVE
KETCHUM, IDAHO 83340
(208) 726-9512
FAX 726-9514
WEB: WWW.BMA5B.COM
MAIL: WWW.BMA5B.COM

DRAINAGE PLAN
SUNNY SIDE 8 CONDOMINIUMS
T4N, R18E, SEC 18, B.M., BLAINE COUNTY, IDAHO
PREPARED FOR: JAY GARDEN

DRAWN BY: ROB
DESIGNED BY: SKS
CHECKED BY: SB
DATE: 04/13/17
PROJECT NO.: 17015

SHEET NUMBER

Infiltration System Sizing Worksheet

The proposed infiltration system consists of a drywell to infiltrate stormwater from the staff driveway up to the staff parking lot.

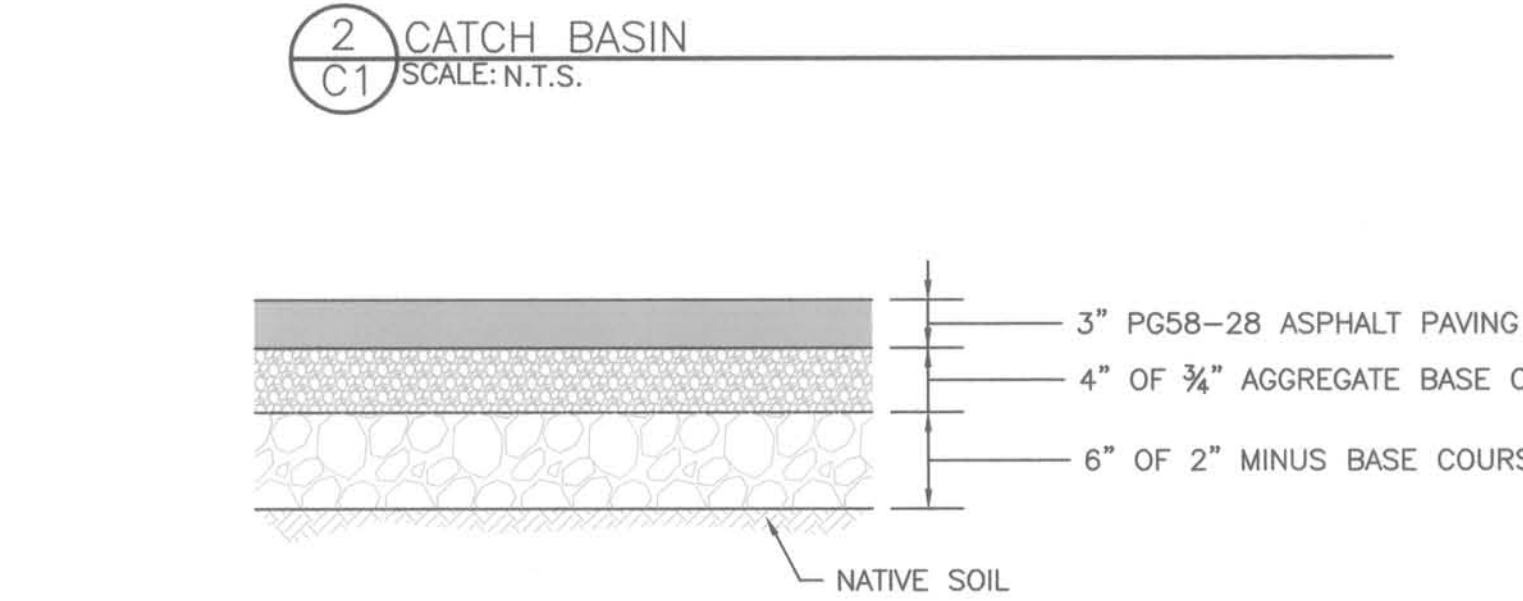
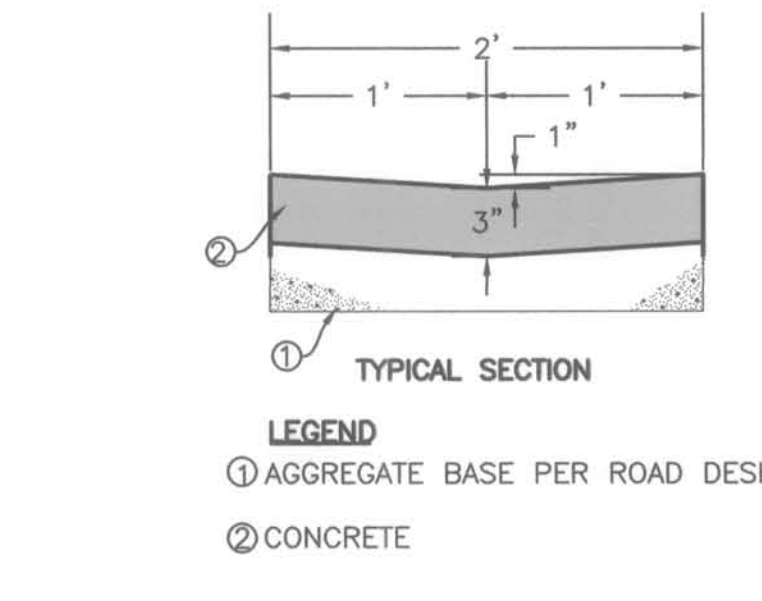
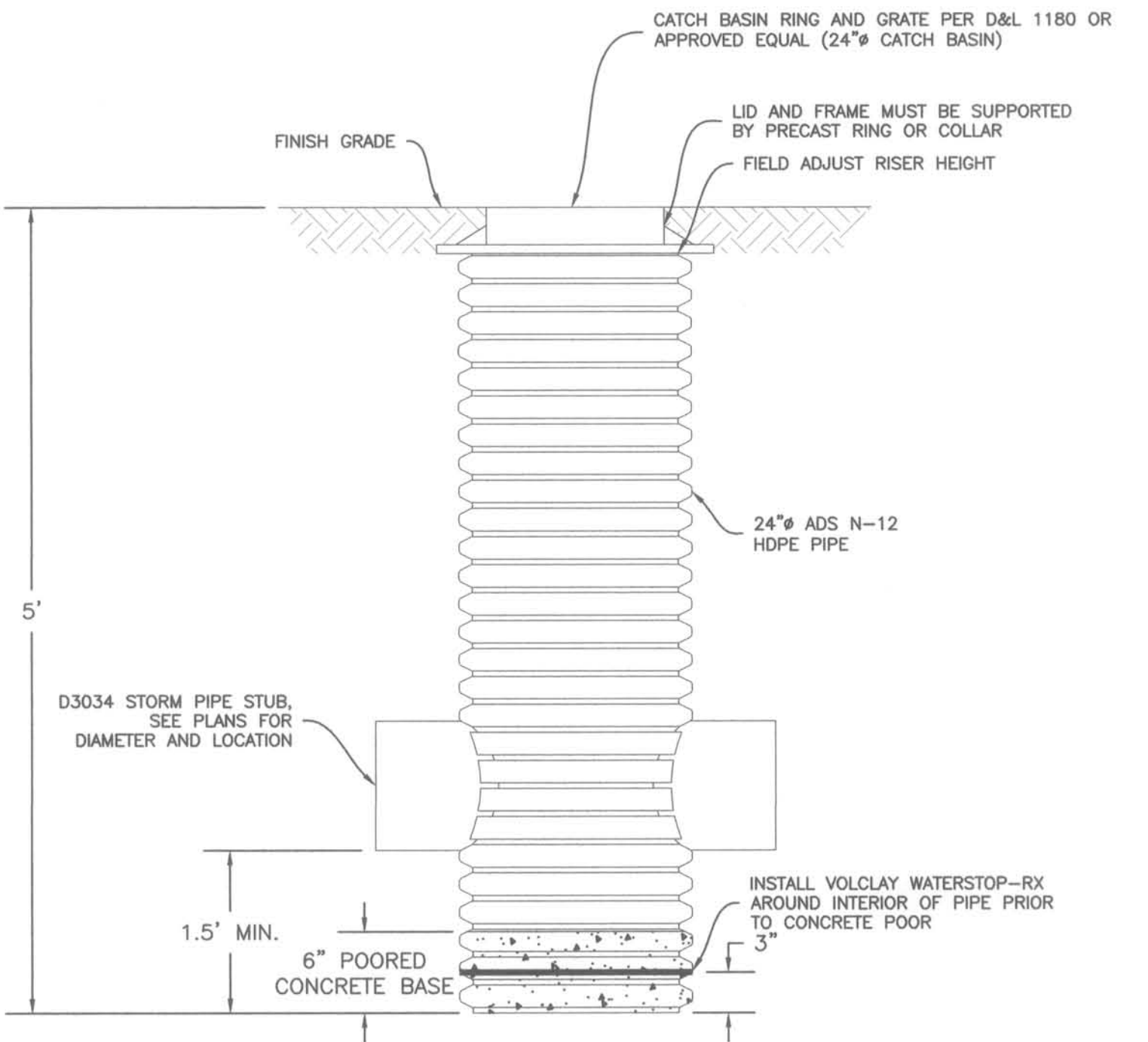
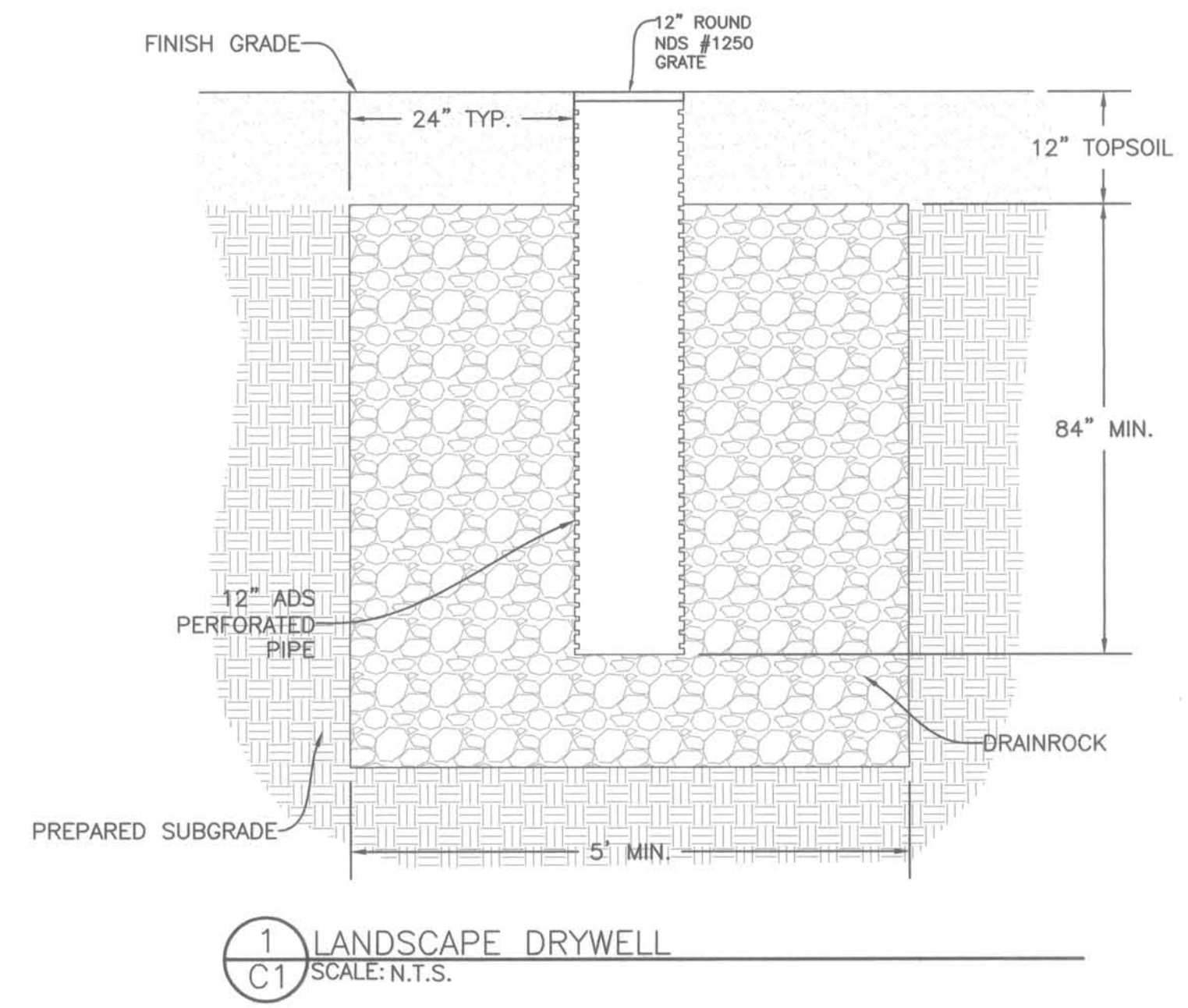
Onsite Native Soil Infiltration	Design Infiltration Rate: 120 in/hr	Assumed T ₁ : 15 min
		Intensity (25-yr, 15 min): 0.43 in/hr
		Intensity (25-yr, 1 hr): 1.72 in/hr

Total Site Infiltration Sizing			
Proposed Impervious Area:	3300 sf	Proposed Pervious Area:	500 sf
Proposed Impervious Area:	0.08 ac	Proposed Pervious Area:	0.01 ac
Runoff Coefficient:	0.96	Runoff Coefficient:	0.35
25-Year Design Runoff:	0.13 cfs	25-Year Design Runoff:	0.01 cfs

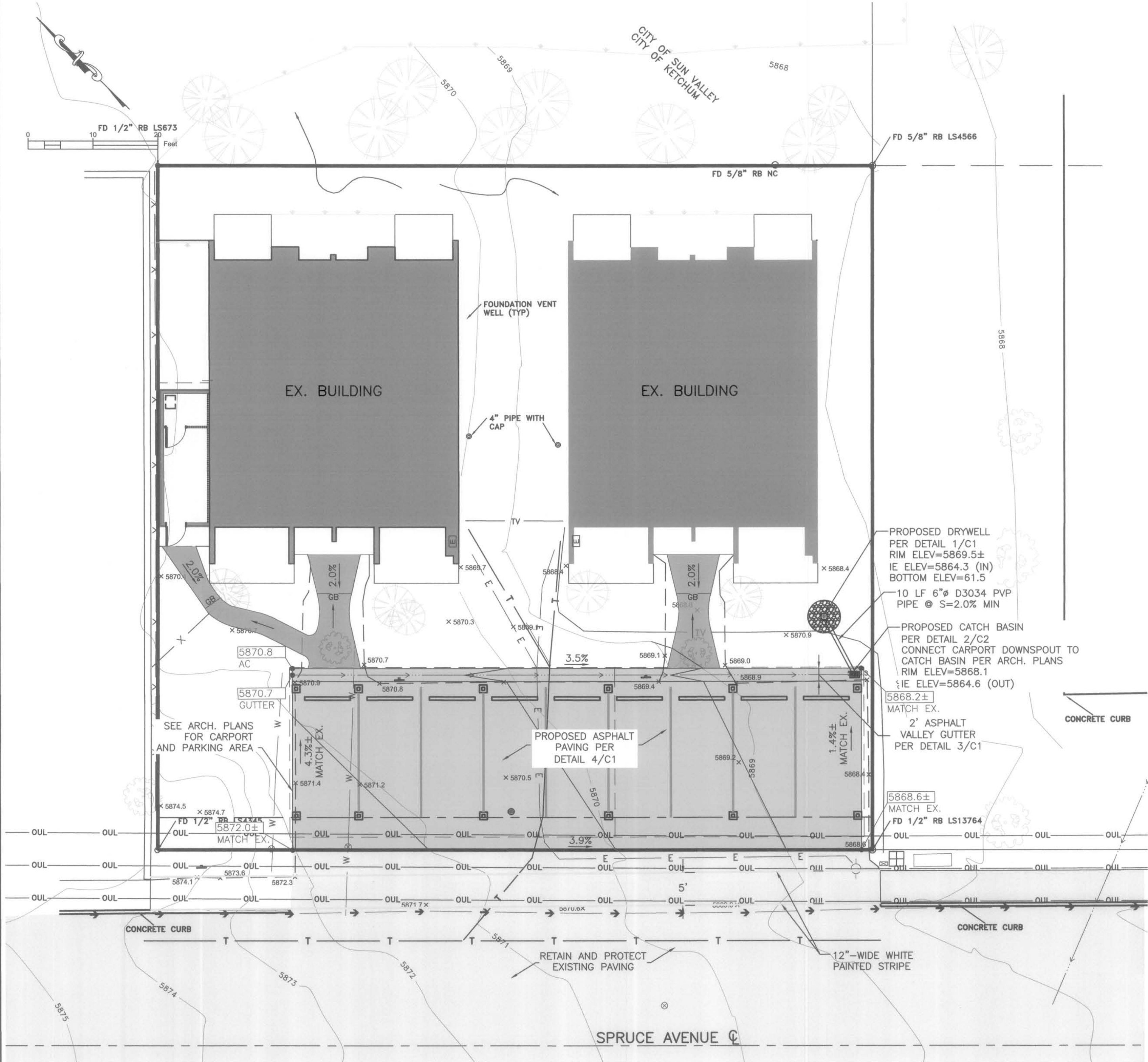
Drywell Structure Dimensions			
Drywell Manhole Diameter:	12 in		
Avg. Drain Rock Thickness:	24 in		
Drain Rock Void Ratio:	0.4		
Drywell Rim Elevation:	100.00		
Lowest Inlet Invert Elevation:	98.00		
Depth to Bottom of Drywell:	3.8 ft		
Bottom Elevation:	96.17		

Drywell Stage-Storage-Discharge									
Drywell Stage	Water Surface Elevation	Storage in MH	Storage in Drain Rock	Total Storage	Bottom Wetted Area	Side Wetted Area	Total Wetted Area	Drywell Infiltration Flow Rate	
(ft)	(ft)	(cf)	(cf)	(cf)	(sf)	(sf)	(sf)	(cfs)	
0.00	3.83	96.17	0.0	0.0	19.6	0.0	19.6	0.055	
0.18	3.65	96.35	0.1	1.4	1.5	19.6	2.9	22.5	0.063
0.37	3.47	96.53	0.3	2.8	3.1	19.6	5.8	25.4	0.071
0.55	3.28	96.72	0.4	4.2	4.6	19.6	8.6	28.3	0.079
0.73	3.10	96.90	0.6	5.5	6.1	19.6	11.5	31.2	0.087
0.92	2.92	97.08	0.7	6.9	7.6	19.6	14.4	34.0	0.095
1.10	2.73	97.27	0.9	8.3	9.2	19.6	17.3	36.9	0.103
1.28	2.55	97.45	1.0	9.7	10.7	19.6	20.2	39.8	0.111
1.47	2.37	97.63	1.2	11.1	12.2	19.6	23.1	42.7	0.119
1.65	2.18	97.82	1.3	12.5	13.7	19.6	25.9	45.6	0.127
1.83	2.00	98.00	1.4	13.8	15.3	19.6	28.8	48.5	0.135

Sunny Side 8 Condominiums
Drainage Plan
T4N, R18E, SEC 18, B.M., Blaine County, ID
BY: SKS DATE: 04/10/17



- NOTES:**
- LOCATION, GRADE, AND WIDTH TO BE ESTABLISHED OR APPROVED BY THE CITY OF KETCHUM.
 - BASE TO BE COMPACTED TO EXCEED 95% OF THE MAXIMUM DRY DENSITY OF THE MATERIAL ACCORDING TO ASTM-698.



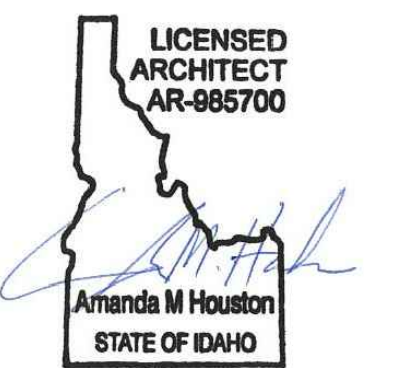
GRADING AND DRAINAGE NOTES:

- CONTRACTOR SHALL FIELD VERIFY THE LOCATIONS OF ALL EXISTING UTILITIES BEFORE COMMENCING CONSTRUCTION. ANY CONFLICT SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER.
- THE CONTRACTOR SHALL NOTIFY DIGLINE (1-208-726-7825) AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING UTILITIES ENCOUNTERED DURING CONSTRUCTION.
- STORM DRAIN PIPE SHALL HAVE 3' MIN. COVER AND A SLOPE OF 2% MIN.
- 25' MIN. SEPARATION BETWEEN WATER LINES AND DRYWELLS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR DUST CONTROL DURING THE CONSTRUCTION OF ALL ITEMS HEREON. DUST CONTROL SHALL BE CONTINUOUS DURING CONSTRUCTION, 24 HOURS PER DAY 7 DAYS PER WEEK. THE CONTRACTOR SHALL FOLLOW THE REQUIREMENTS OF THE STORM WATER POLLUTION PREVENTION PROGRAM AT ALL TIMES UNTIL PERMANENT EROSION CONTROL IS ESTABLISHED.
- UTILITY LINES, IF SHOWN, ARE GENERALLY DIAGRAMMATIC AND DO NOT SHOW EVERY BEND OR CLEANOUT NECESSARY FOR INSTALLATION. CONTRACTOR SHALL REFER TO THE MOST CURRENT EDITION OF THE UNIVERSAL PLUMBING CODE FOR REQUIREMENTS.
- RETAIN AND PROTECT EXISTING UTILITIES.

PRELIMINARY ONLY
NOT FOR CONSTRUCTION

DESIGN REVIEW 4/13/17

C-1



Sunnyside 8 Condos
 420-460 Spruce Street
 Ketchum, Idaho

REV	DATE	DESCRIPTION
	4/13/2017	DESIGN REVIEW

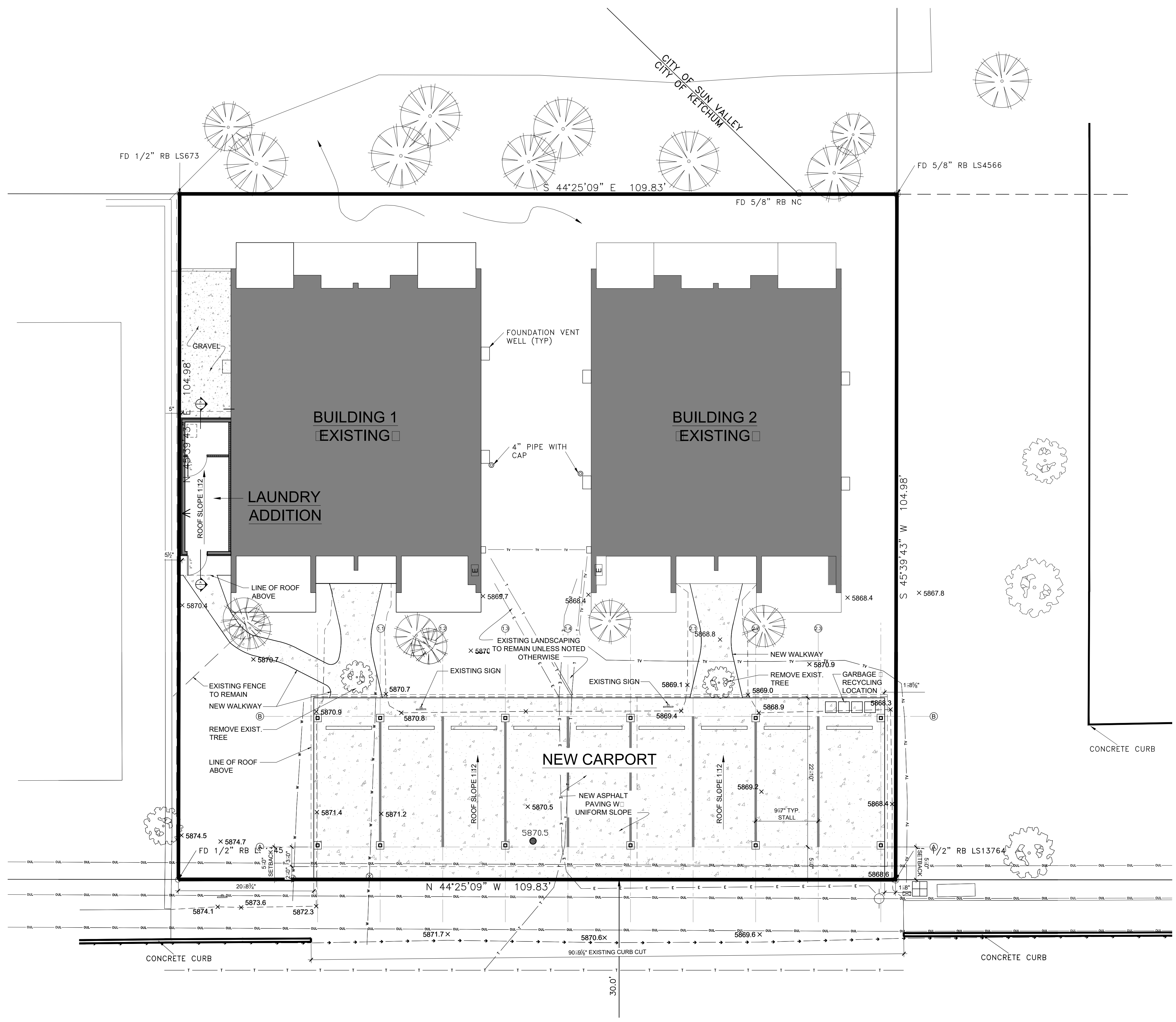
Contractor to verify all conditions on site before proceeding with the work.
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April 13, 2017

A1.0

NEW LOT COVERAGE

LOT AREA	11,529.55 SF
EXISTING BUILDING AREA	3,200 SF
ADDITION	155 SF
NEW BUILDING AREA	3,355 SF
OPEN CARPORT	2,300 SF
TOTAL LOT COVERAGE	5,655 SF
LOT COVERAGE	49.05%



SITE PLAN

SCALE 1/8" = 1'-0"

REV	DATE	DESCRIPTION
	4/13/2017	DESIGN REVIEW

Contractor to verify all conditions on site before proceeding with the work.
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April 13, 2017

A2.0

EXTERIOR LIGHTING

ALL EXTERIOR LIGHTING TO COMPLY WITH THE CITY OF KETCHUM DARK SKY ORDINANCE.

TYPE 'A'

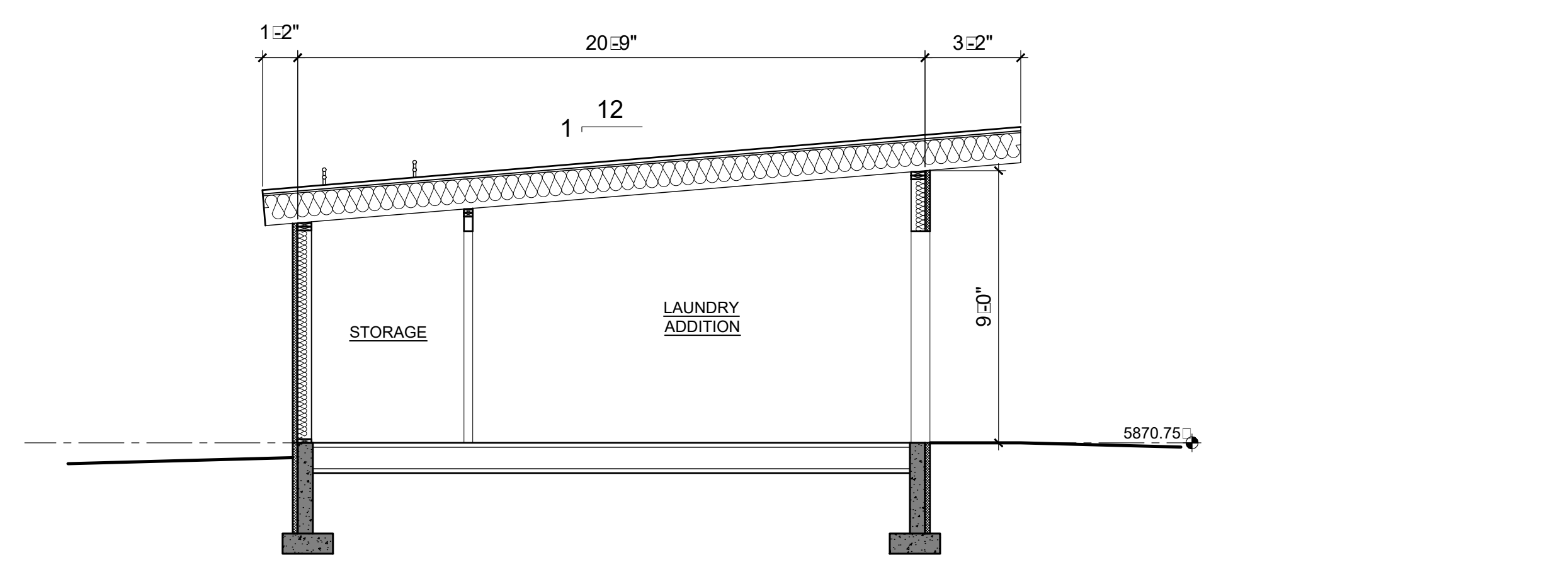
- LUNA RECTANGULAR WALL SCONCE
- HINKLEY LIGHTING 16" SATIN BLACK OUTDOOR WALL LIGHT
- 11 WATT LED
- 500 LUMENS

TYPE 'B'

- RUBIX SQUARE LED FLUSHMOUNT
- WAC LIGHTING BLACK OUTDOOR CEILING LIGHT
- 32.5 WATT LED
- 2,365 LUMENS

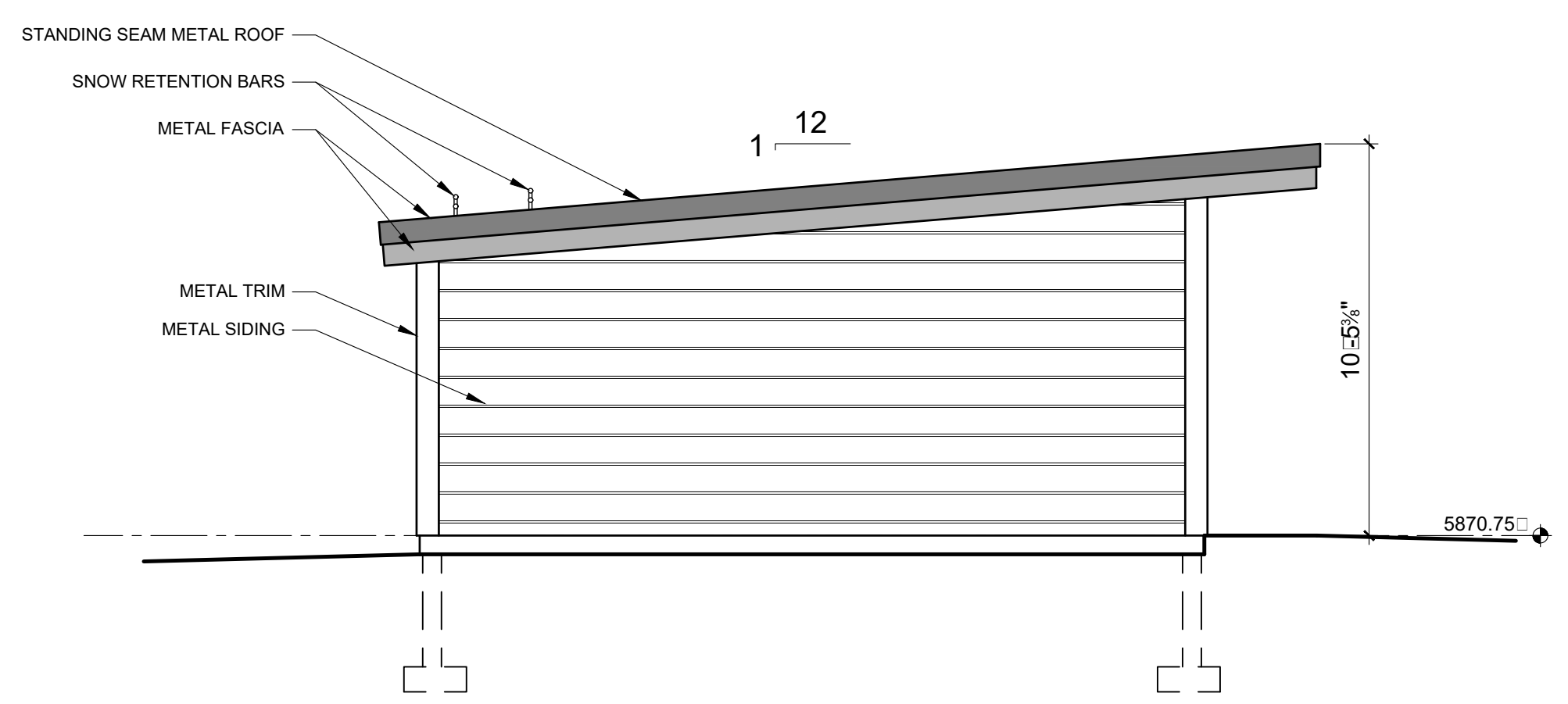
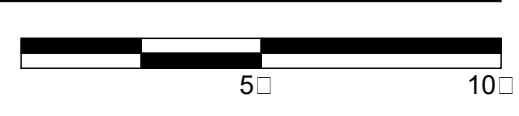


EXISTING WEST ELEVATION



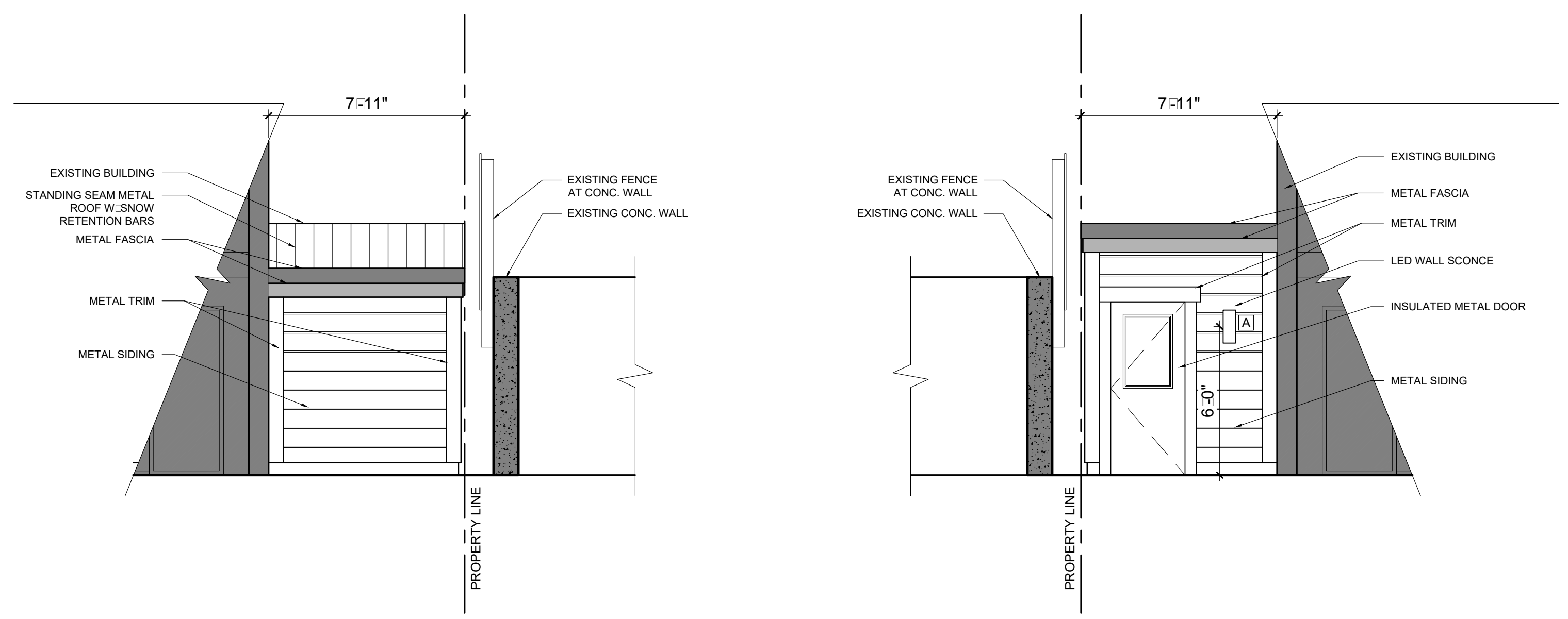
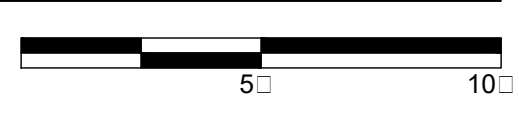
SECTION A

SCALE 1/4" = 1'-0"



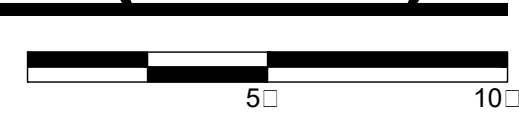
SIDE ELEVATION (NORTH)

SCALE 1/4" = 1'-0"



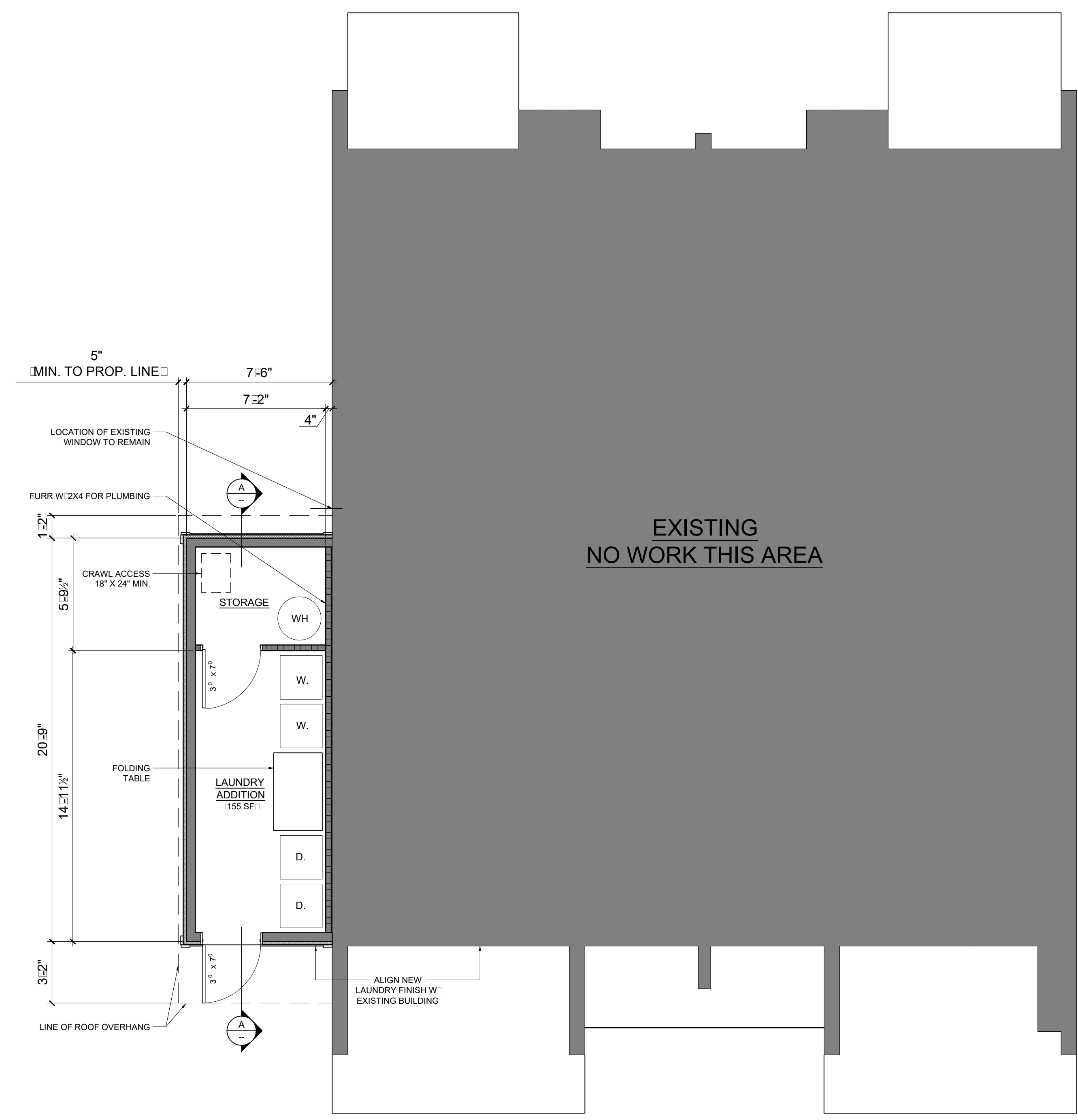
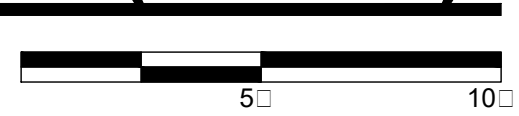
REAR ELEVATION (EAST)

SCALE 1/4" = 1'-0"



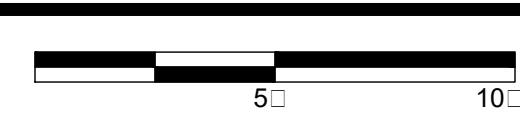
FRONT ELEVATION (WEST)

SCALE 1/4" = 1'-0"



CARPOT PLAN

SCALE 1/4" = 1'-0"



EXTERIOR LIGHTING

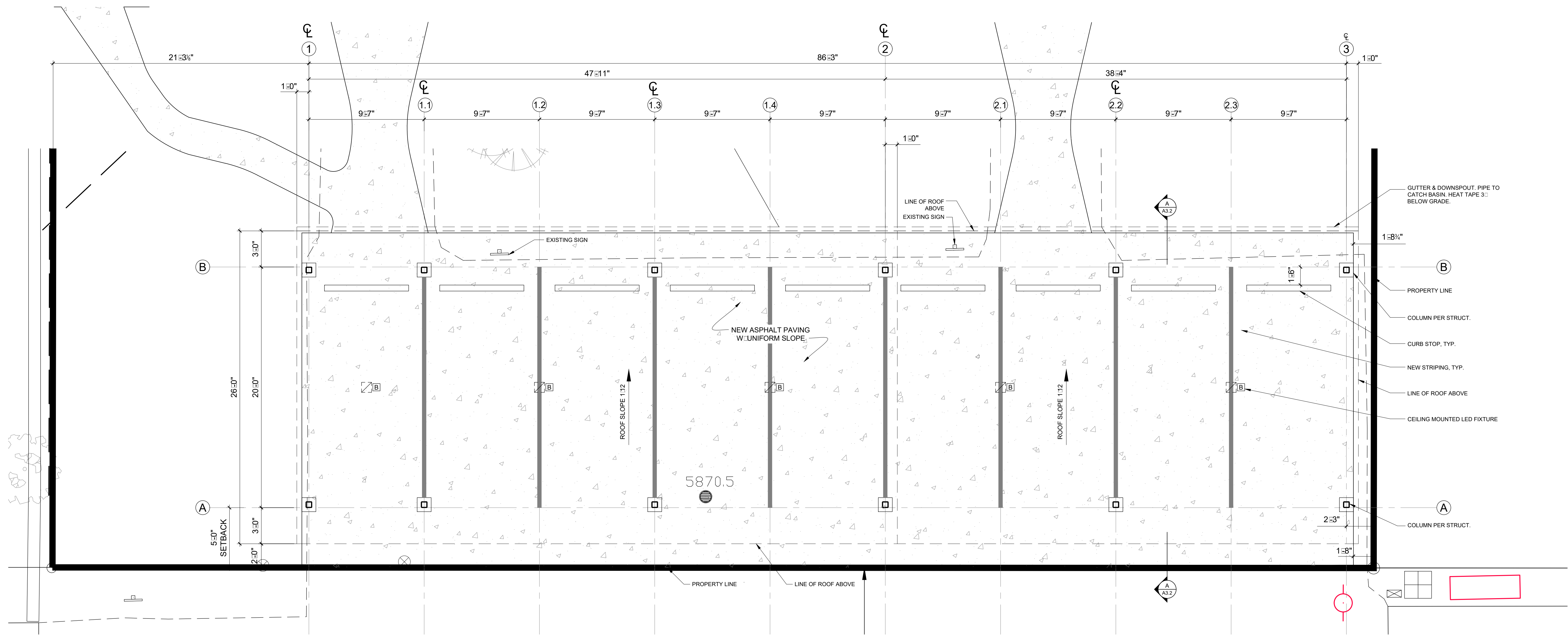
ALL EXTERIOR LIGHTING TO COMPLY WITH THE CITY OF KETCHUM DARK SKY ORDINANCE.

TYPE 'A'

- LUNA RECTANGULAR WALL SCONCE
- HINKLEY LIGHTING 16" SATIN BLACK OUTDOOR WALL LIGHT
- 11 WATT LED
- 500 LUMENS

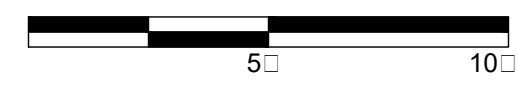
TYPE 'B'

- RUBIX SQUARE LED FLUSHMOUNT WAC LIGHTING
- BLACK OUTDOOR CEILING LIGHT
- 32.5 WATT LED
- 2,365 LUMENS



CARPORT PLAN

SCALE 1/4" = 1'-0"



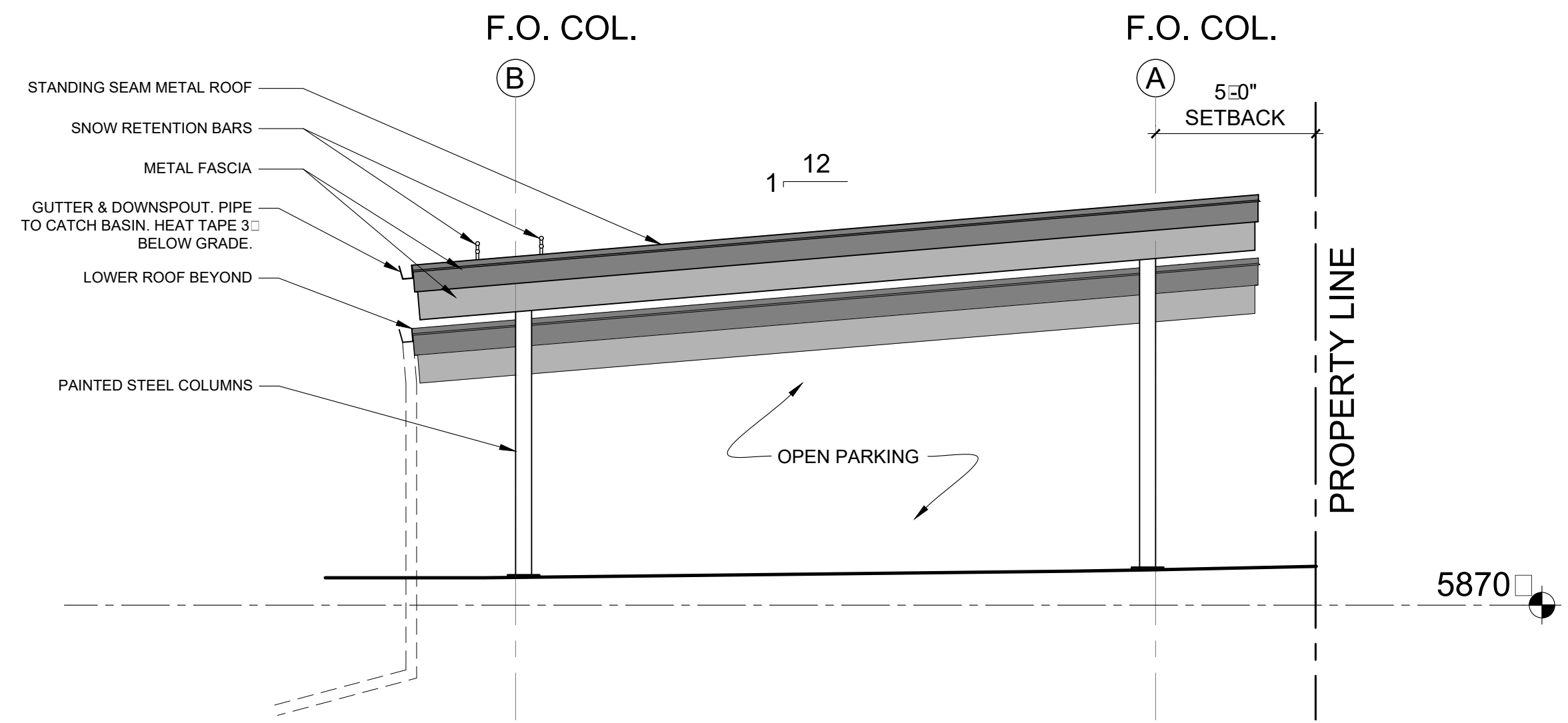
Sunnyside 8 Condos
 420-460 Spruce Street
 Ketchum, Idaho

REV	DATE	DESCRIPTION
	4-13-2017	DESIGN REVIEW

Contractor to verify all conditions on site before proceeding with the work. Copyright © Engel & Associates, LLC. All rights reserved.

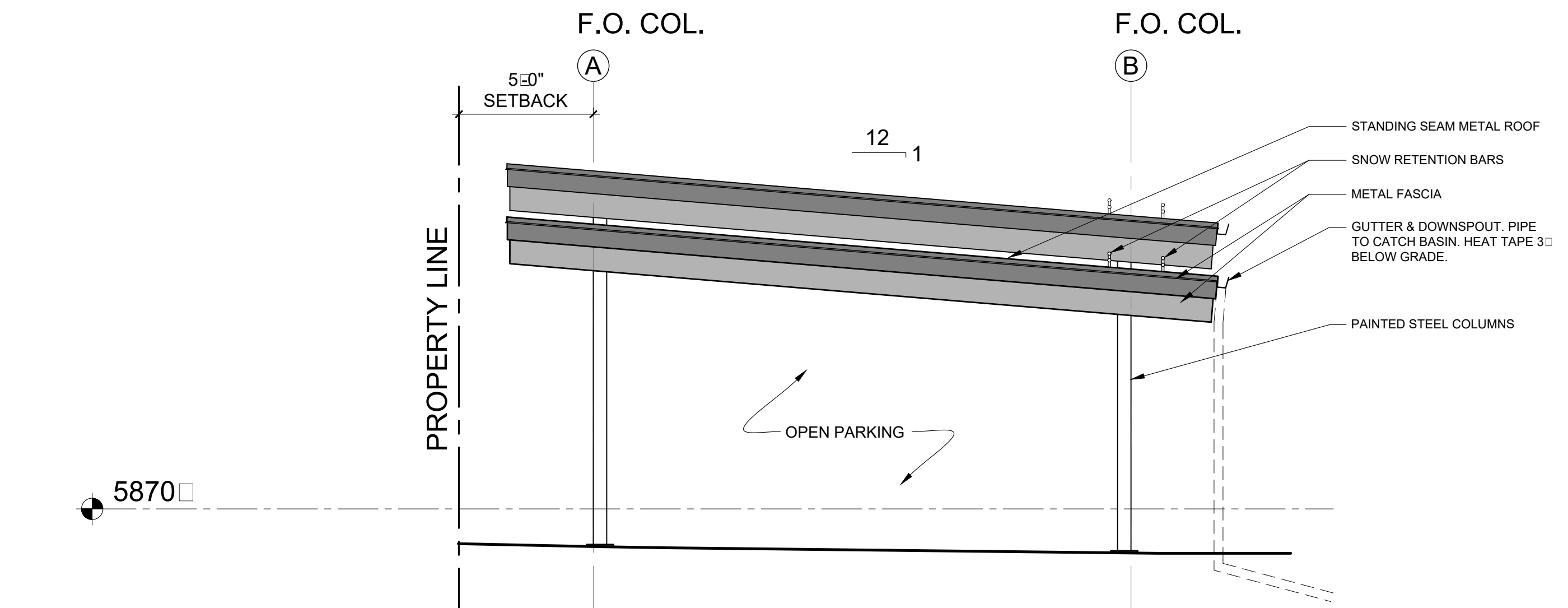
April 13, 2017

A3.0



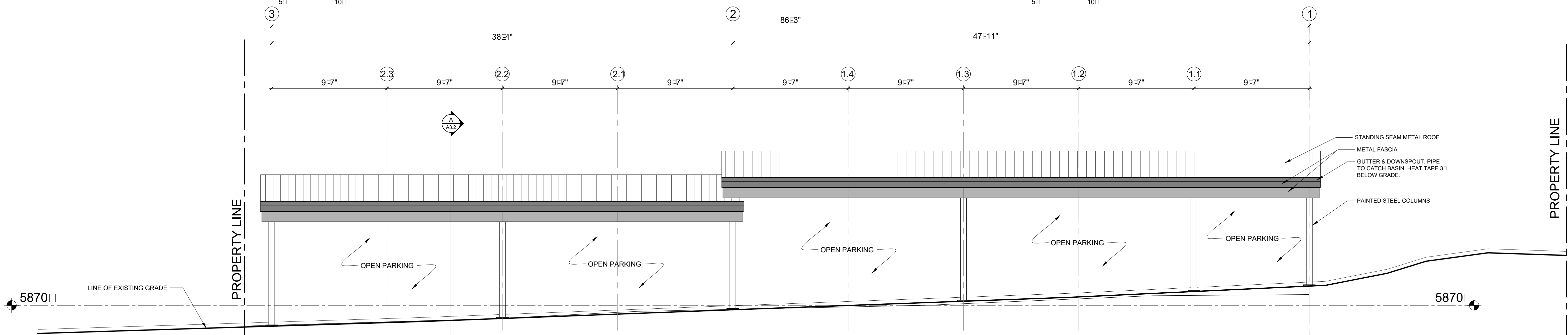
CARPORT NORTH ELEVATION

SCALE 1/4" = 1'-0"



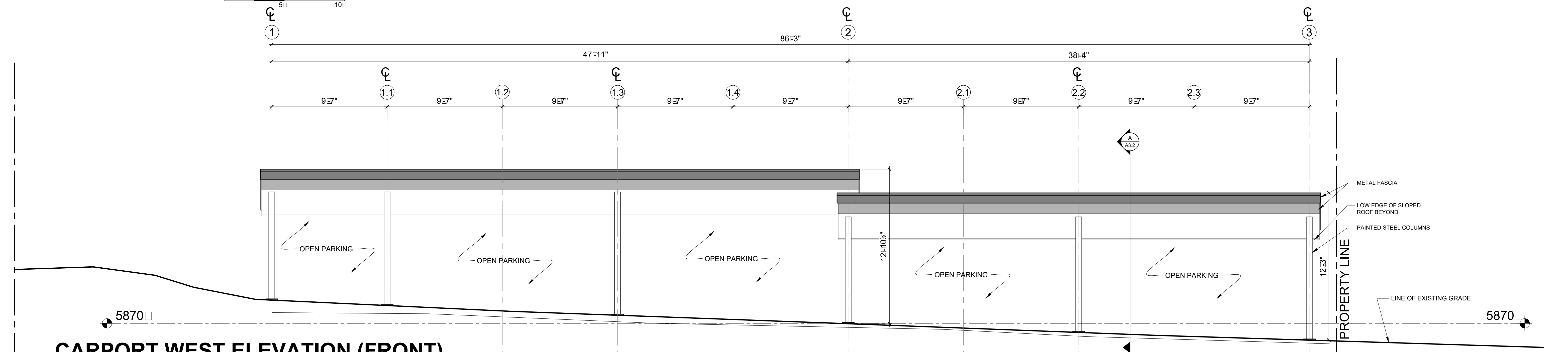
CARPORT SOUTH ELEVATION

SCALE 1/4" = 1'-0"



CARPORT EAST ELEVATION (REAR)

SCALE 1/4" = 1'-0"

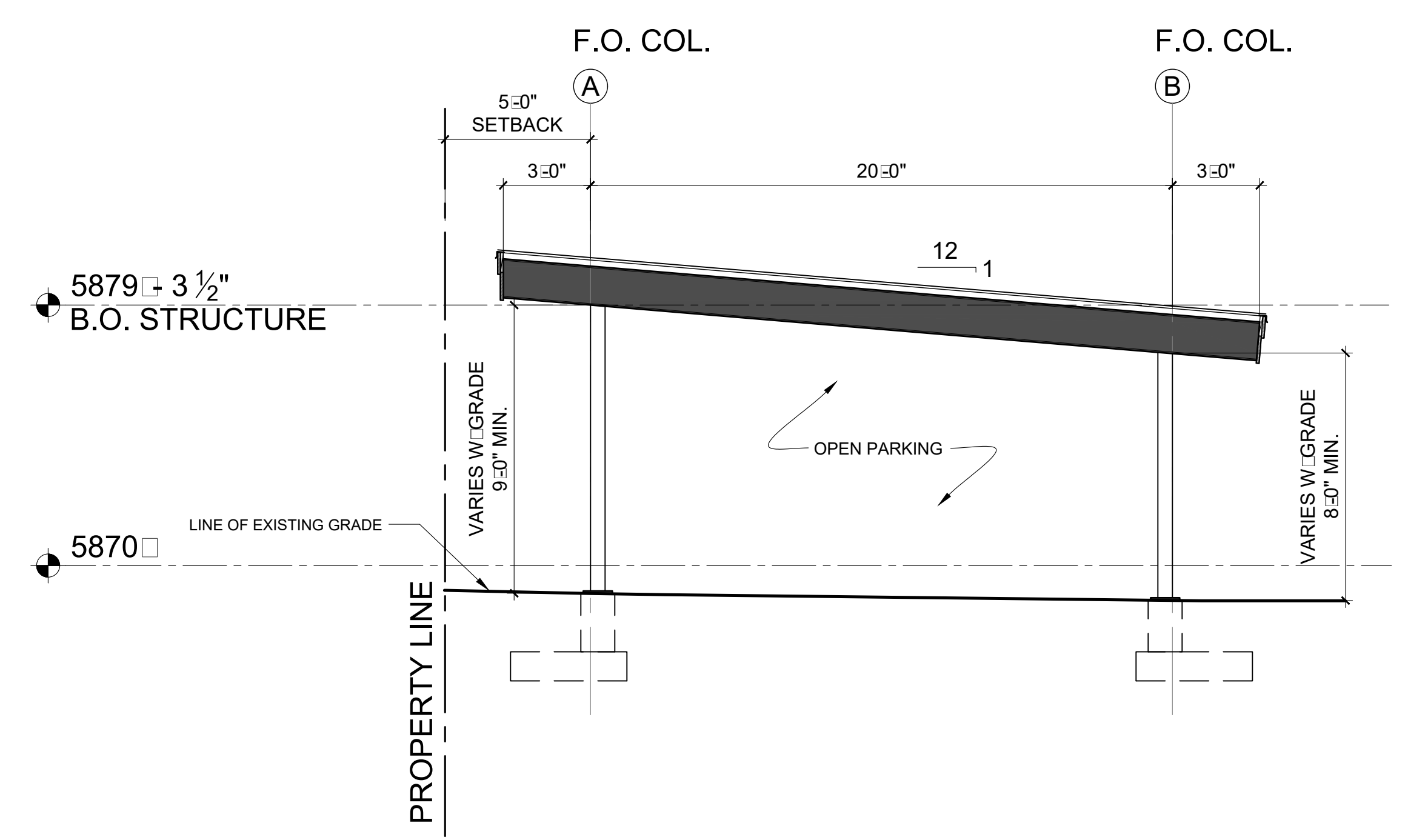


CARPORT WEST ELEVATION (FRONT)

SCALE 1/4" = 1'-0"



Sunnyside 8 Condos
 420-460 Spruce Street
 Ketchum, Idaho



SECTION A
 SCALE 1/4" = 1'-0"



REV	DATE	DESCRIPTION
	4/13/2017	DESIGN REVIEW

Contractor to verify all conditions on site before proceeding with the work.
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April 13, 2017

A3.2



Sunnyside 8 Condos
 420-460 Spruce Street
 Ketchum, Idaho

REV	DATE	DESCRIPTION
1	4/13/2017	DESIGN REVIEW
2	4/20/2017	DR - REVISION 1
3	4/24/2017	DR - REVISION 2

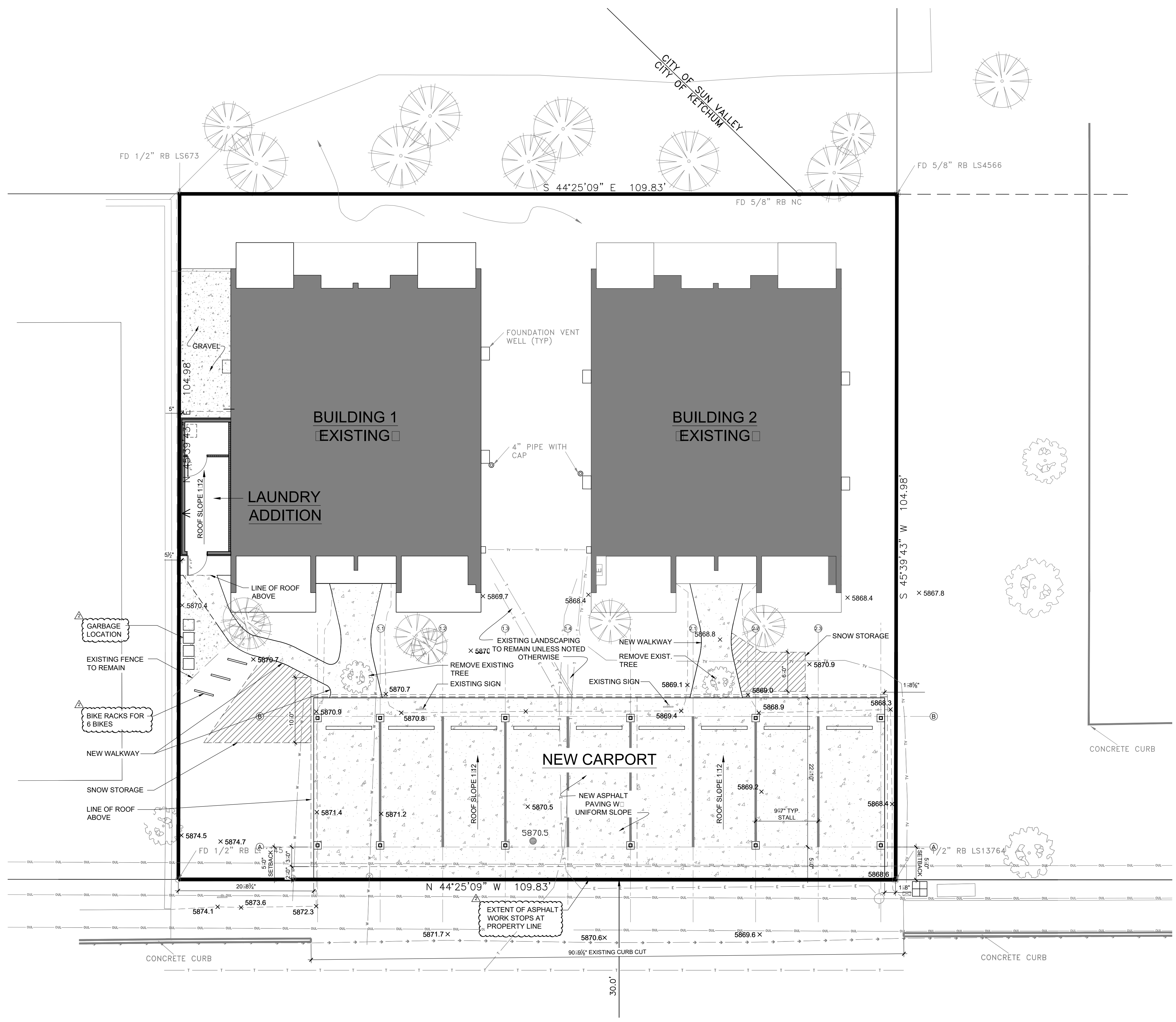
Contractor to verify all conditions on site before proceeding with the work.
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April 24, 2017

A1.0

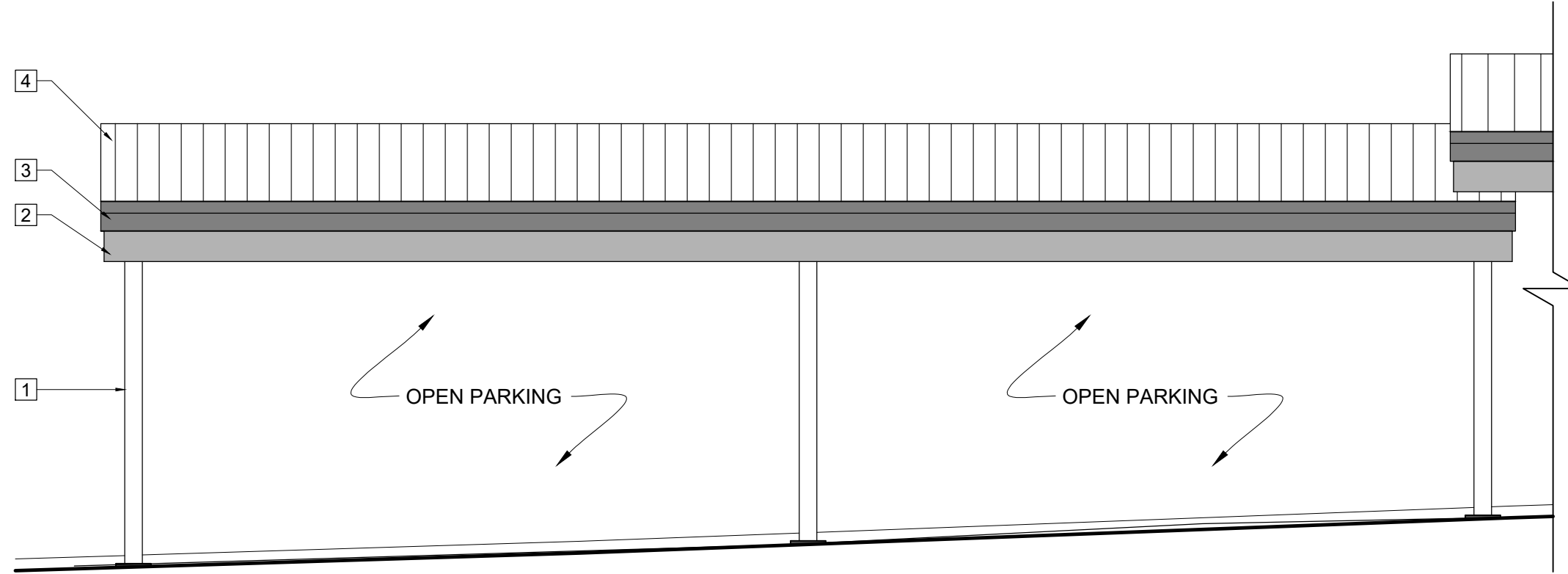
NEW LOT COVERAGE

LOT AREA	11,529.55 SF
EXISTING BUILDING AREA	3,200 SF
ADDITION	155 SF
NEW BUILDING AREA	3,355 SF
OPEN CARPORT	2,300 SF
TOTAL LOT COVERAGE	5,655 SF
LOT COVERAGE	49.05%

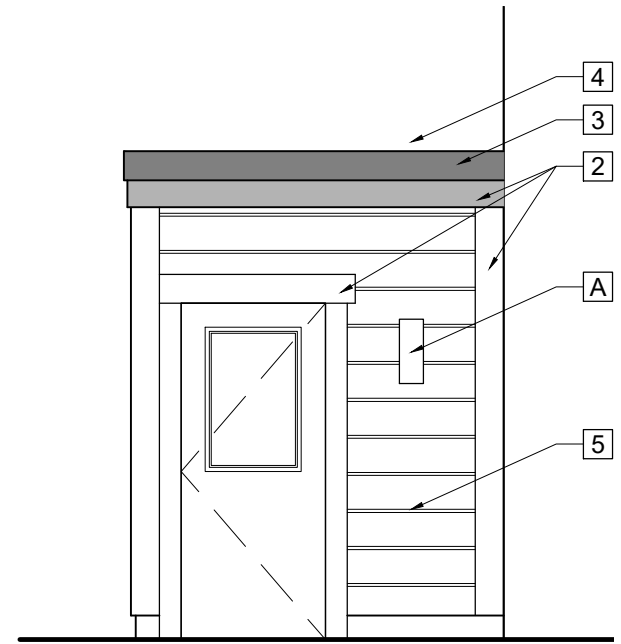


SITE PLAN

SCALE 1/8" = 1'-0"



CARPORT



LAUNDRY



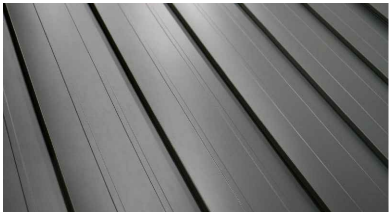
EXISTING BUILDING



FINISH '1'
COLUMNS, PAINTED FINISH
LIGHT GRAY



FINISH '3'
METAL FASCIA, CHARCOAL GRAY



FINISH '4'
STANDING SEAM METAL ROOF
CHARCOAL GRAY



FINISH '5'
METAL SIDING
LIGHT GRAY



TYPE 'A'
LUNA RECTANGULAR WALL SCONE
HINKLEY LIGHTING 16"
SATIN BLACK OUTDOOR WALL LIGHT
11 WATT LED
500 LUMENS



TYPE 'B' (CARPORT)
RUBIX SQUARE LED FLUSHMOUNT
WAC LIGHTING
BLACK OUTDOOR CEILING LIGHT
32.5 WATT LED
2,365 LUMENS

MATERIAL SCHEDULE

Sunnyside 8 Condos
420-460 Spruce Street
Ketchum, Idaho

Contractor to verify all conditions on site before proceeding with the work.
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April 12, 2017

Attachment G.





City of Ketchum

May 08, 2017

Planning and Zoning Commission
City of Ketchum
Ketchum, Idaho

**STAFF REPORT
KETCHUM PLANNING AND ZONING COMMISSION
REGULAR MEETING OF MAY 08, 2017**

- PROJECT:** City-initiated Text Amendments to Title 17, Chapter 17.08, Definitions, and Section 17.12.020, District Use Matrix
- REPRESENTATIVE:** City of Ketchum Planning and Building Department
- DESCRIPTION:** City-initiated text amendments to the City of Ketchum Municipal Code to amend Title 17 - Zoning Regulations, Chapter 17.08, Definitions, and Section 17.12.020, District Use Matrix, to amend the regulations for motor vehicle fueling stations in order to protect the health, safety and welfare of the public and to align regulations for the use with the Comprehensive Plan.
- PLANNER:** Brittany Skelton, Senior Planner
- ATTACHMENTS:**
- A. Table 1: Bracken Station Trip Generation Evaluation
 - B. Table 2: Limelight Hotel Trip Generation
 - C. Use Specific Trip Generation, PM Peak Hour Trips
- NOTICE:** **Planning and Zoning**
- Public notice for the public hearing on April 10, 2017 was published in the Idaho Mountain Express and was mailed to outside agencies on March 22, 2017. Notice was posted in three public locations on March 21, 2017. Continuation of the hearing to May 08, 2017 was announced at the April 10, 2017 meeting.
- PUBLIC HEARINGS:** **Planning and Zoning**
- April 10, 2017
 - May 08, 2017

Amendment Objectives

The objective of the proposed text amendments is to align the zoning code, with regards to motor vehicle fueling stations and electric vehicles and the 2014 Comprehensive Plan.

Background

A public hearing on city-initiated text amendments to prohibit vehicular access from Highway 75 to motor vehicle fueling stations and to define and allow Electric Vehicle Charging Stations as a use were considered during a public hearing with the Planning and Zoning Commission on April 10, 2017.

The hearing was noticed for text amendments to Chapter 17.08, Definitions, Section 17.12.020, District Use Matrix, and Chapter 17.124, Development Standards, although only amendments to Chapter 17.08, Definitions, and Section 17.12.020, District Use Matrix were considered during the hearing.

Primarily due to the high volume of vehicle trips generated by motor vehicle fueling stations, especially motor vehicle fueling stations that include sales of items of convenience to the motoring public, and due to anticipated conflict between pedestrian, cyclist, and vehicular traffic and safety that would result if such a use were to locate at any site with access from Highway 75 in city limits, staff proposed amending the zoning code to prohibit such access. Secondly, staff recommended such amendments because locating motor vehicle fueling stations on Highway 75 conflicts with goals and objectives stated in the 2014 Comprehensive Plan. Finally, because the only place in the zoning code that references electric vehicle charging stations is the definition of motor vehicle fueling station, staff recommended defining electric vehicle fueling stations separately.

Staff had proposed the following amendments:

Text Amendments Proposed April 10, 2017

1. Amend Section 17.12.020, District Use Matrix, to include a new footnote #30. to appear at the bottom of the table.

The footnote would state, "Vehicular access from Highway 75 to motor vehicle fueling stations is prohibited." The footnote would be added to the row for the motor vehicle fueling station within the district use matrix. The proposed revised District Use Matrix is attached as Exhibit A to Attachment E, proposed Ordinance.

2. Amend chapter 17.124 Development Standards to include a new section 17.124.160 Motor Vehicle Fueling Stations as follows:

17.124.160 Motor Vehicle Fueling Stations

Access to motor vehicle fueling stations from Highway 75 is prohibited.

3. Amend Section 17.02.020, Terms Defined, as follows:

MOTOR VEHICLE FUELING STATION: A facility providing the retail sale and direct delivery to motor vehicles of fuel, including electric charging stations associated with a motor vehicle fueling station, lubricants and minor accessories, and retail sales for the convenience of the motoring public.

ELECTRIC VEHICLE CHARGING STATION: Electric vehicle charging station means a public or private parking space that is served by battery charging station equipment that has as its primary purpose the transfer of electric energy (by conductive or inductive means) to a battery or other energy storage device in an electric vehicle.

4. Amend Section 17.12.020, District Use Matrix, to include Electric Vehicle Charging Station as an accessory use and to permit Electric Vehicle Charging Stations as an accessory use in all zoning districts.

While the Commission supported the Electric Vehicle Charging Stations amendments, the Commission requested that staff conduct additional research vehicular access to Highway 75.

Additional Research for May 8, 2017 Meeting

During the April 10, 2017 public hearing the Commission directed staff to conduct additional research regarding the following:

1. Potential standards for Highway 75 access based on the number of trips generated by a use
2. Potential standards for Highway 75 access based on type of curb cut access required by the Idaho Transportation Department
3. Additional Comprehensive Plan research
4. Review standards that peer cities have adopted for motor vehicle fueling stations

Additional Public Comment

As of 5:00 p.m. on Tuesday, May 2nd, 2017, no additional written public comment has been received.

Summary of Preliminary Findings and Request for Continuation

Staff has prepared preliminary findings for the May 8th, 2017 meeting and in light of the materials prepared for this meeting requests additional direction from the Commission regarding amendments and a continuance to the next Commission meeting. Key findings are summarized below and specific areas where additional direction is sought are detailed at the end of the staff report.

Key findings:

- Staff evaluated 89 iterations of uses. The two categories of use that generate the highest peak p.m. hour trips were gas stations and daycares. Daycares are already prohibited by ordinance from having vehicular access from Highway 75 or Saddle Road.
- The highest peak p.m. hour trip generating use that is not a gas station or a daycare is an automobile parts and service center.
 - When comparing peak p.m. hour trips to a low trip generating use, such as a general office building, and when developed square footage is held constant, a general office building generates 33% of the peak hour trips as an automobile parts and service center.
 - When comparing an automobile parts and service center developed to 1.0 FAR (equivalent to 18,590 s.f.) on the Bracken Station site to the 90 p.m. peak hour trips projected for the proposed gas station and convenience store, the automobile parts and service center generates 64% as many trips.
- A gas station with three fueling positions and a convenience store of an unspecified size, where the number of fueling positions is the variable and the primary purpose of the development is the sale of convenience items and a 1,000 square foot convenience store with an unspecified number of fueling positions where the size of the convenience store is the variable and the primary purpose of the development is to sell convenience items, generate nearly the same amount of peak p.m. hour trips as a mixed use office/residential development built to the maximum density permitted (39,038 square feet) to be built on the Bracken Station site.
- ITD's decision making is driven by safety, mobility, and economic concerns, in that order.
 - ITD considers Boulevard Approaches, which are a standard 84' width, for high daily trip generating uses that will have large commercial vehicles using the approach.
 - Wider access points are often preferred, because vehicles do not have to slow down as much in a travel or turn lane in order to navigate through the access.

- Unless the District Engineer waives the requirement, any project projected to generate more than 100 peak hour trips, based on ITE traffic manual standards, is required to complete a Traffic Impact Study that ITD finds acceptable. The Traffic Impact Study is required to describe the type of access and other right-of-way improvements necessary for safety.
- ITD sends all permit applications for new and redeveloped accesses to the City of Ketchum for review and approval. ITD will not approve a permit that the City of Ketchum does not approve.
- The City of Aspen, CO permits Gasoline Stations as a Conditional Use in one zoning district, the Commercial Core, subject to Commercial Design Standards and Guidelines and Conditional Use standards.
 - The Conditional Use standards grant the Commission wide discretion to condition the location, size, design, and operating characteristics of a conditional use in order to ensure it is compatible with the development in the immediate vicinity in terms of density, height, bulk, architecture, landscaping, open space, and any criteria in an applicable regulatory master plan that has been adopted.
- The Town of Jackson, WY allows gas stations in three zones with a Conditional Use Permit and in two zones by-right with administrative review for conformance with the zoning code. However, all uses, including gas stations, are subject to the extensive form based regulations adopted with the town’s complete overhaul of the zoning code in 2016. The form based regulations dictate physical development standards for queuing spaces, the location of off street parking and loading spaces, the distance of parking spaces from access drives, and so forth.

Further detail regarding research to date on trip generation for specific uses and the Idaho Transportation Department’s standards for access encroachments are contained in the next two sections.

Trips Generated by a Specific Use – Bracken Station and Limelight Hotel

Staff began by comparing the different trip generation volumes that were submitted by the applicant and received through public comment for the Bracken Station Conditional Use Permit application (CUP #16-034). Staff began with an evaluation of trip generation associated with Bracken Station because the Planning and Zoning Commission denied the Conditional Use Permit application finding the vehicle composition attracted to the proposed use and the volume of vehicle trips generated by the use would be hazardous and conflict with existing and anticipated pedestrian, cyclist, and vehicular traffic in the vicinity.

The five different trip generation scenarios made available to the Commission for evaluation for the Bracken Station proposal are summarized in Table 1. The data based on Institute of Transportation Engineers (ITE) Trip Generation Manual, 9th edition, Land Use Codes differ depending on the classification of the proposed development’s primary function – either convenience store sales or gasoline sales.

Staff also evaluated the trip generation volume prepared for the Limelight Hotel (Development Agreement #07-015), which was last updated in and submitted to the city in 2013. While hotels are not permitted in the Light Industrial zoning districts, trip generation data was included for comparison purposes since the hotel is the largest scale project in the city’s history that also has frontage on Highway 75 (Main Street) and the trip generation data is relatively recent. Although the trip generation provided is based on 119 hotel rooms and 11 residential units, the program for the building was revised slightly and 108 hotel rooms and 14 residential units were constructed. The project consists of 132,411 square feet (square footage of the below ground parking area excluded).

Table 1: Bracken Station Trip Generation Evaluation

Use	ITE Land Use Code	Variable	Weekday Trips	AM Peak Trips	PM Peak Trips	Source / Description
Hailey, ID - Gas station with 8	n/a	X	X	X	90	Based on observation of an actual location in Hailey, Idaho. This PM peak trip

fueling positions fronting Main Street and a food truck parked on site						generation was the basis for the last versions of the vehicle circulation diagrams provided by the applicant.
Provo, UT - Gas station with attached sandwich shop	n/a	X	X	X	185	Alternate potential trip generation suggested by the applicant due to the greater similarity between the use and the uses proposed for the Bracken Station project and because the use was under consideration for inclusion in a forthcoming ITE manual. However, this data point was not used to generate vehicle circulation diagrams.
Bracken Station - 2,084 square foot convenience store and 8 fueling positions	Land Use 953, Service Station with Convenience Market	Fueling Positions	1,304	82	110	The first version of data provided by applicant for the Bracken Station application, based on observation of an actual location in Hailey, Idaho.
Bracken Station - 2,084 square foot convenience store and 8 fueling positions	Land Use 853, Convenience Market with Gas Pumps	Fueling Positions	4,341	X	153	Alternate characterization of the Bracken Station proposed uses. Provided to city in public comment by a Professional Engineer retained by citizens to analyze the Bracken Station application.
Bracken Station - 2,084 square foot convenience store and 8 fueling positions	Land Use 853, Convenience Market with Gas Pumps	Store square footage	1,776	X	107	Alternate characterization of the Bracken Station proposed uses. Provided to city in public comment by a Professional Engineer retained by citizens to analyze the Bracken Station application.

Table 2: Limelight Hotel Trip Generation

Use	ITE Land Use Code	Weekday Trips	PM Peak Trips	Source / Description
Limelight Hotel	330 - Resort Hotel and 233 - Luxury Condos	1,108	87	Last trip generation information analyzed for the Limelight Hotel (source: February 12, 2013 memo from Transportation Consultants, Inc. to the City of Ketchum)

The highest trip generation for the Bracken Station project, based on ITE standards, was 4,341 daily weekday trips and 153 p.m. peak hour trips, however, the trip generation evaluated in the final traffic circulation diagrams were based on 90 p.m. peak hour trips and not total weekday trip generation. The trip generation for the Limelight Hotel was 1,108 weekday trips and 87 p.m. peak hour trips.

Trips Generated by Other Uses Permitted in the Light Industrial Zones

Staff then analyzed other uses permitted in Ketchum's light industrial zoning districts. Daily trips and peak trips were calculated using data from the Institute of Transportation Engineers (ITE) Trip Generation Manual, 9th edition. Where available daily and peak trips were also calculated using field tested data available on the open source website TripGeneration.org, which is run by a Minnesota-based professional engineering firm Spack Consulting. The field tested data was collected at locations in Minnesota and Florida in cities ranging from 18,000 to 300,000+ in population.

Trip generation is provided in the ITE manual and on TripGeneration.org as either a specified number of trips per every 1,000 square feet in gross floor area of the use, or as a specified number of trips per feature associated with the use, such as fueling positions or car wash station. The higher factor for trips generated by the use or trips generated from the adjoining street was used for each land use.

In most cases the PM peak hour trip numbers were higher and so PM peak hour trips were used for all uses. When "0" is indicated for weekday trips or PM trips staff was unable to source ITE or TripGeneration.org data for the use.

Site sizes analyzed included a generic minimum area lot size for the zone (8,000 s.f. / 0.18 acre), a site 18,590 s.f. / 0.43 acre in size (the size of 911 N. Main Street, where Bracken Station was proposed), and a site 21,780 s.f. / 0.5 acre in size. A half-acre (0.5 acre) site was selected because one of the two sites in the Light Industrial zones that currently has access from Highway 75 is the 10th Street Light Industrial development and the site is approximately 1.75 acres in size. Because the development is condominimized and there are approximately 24 individual units, it is unlikely that the entire site will be redeveloped in the near future. A smaller portion of the site, such as a half-acre, has a higher likelihood of being redeveloped. Additionally, sites of unspecified size were analyzed for some uses that were dependent on a characteristic of the use such as number of fueling stations or number of vehicle wash bays.

Uses evaluated included:

- A general office building developed to the maximum density permitted on half-acre and minimum lot size (9,000 s.f.) sites
- A general warehouse building developed to the maximum density permitted on half-acre and minimum lot size (9,000 s.f.) sites
- A general light industrial building developed to the maximum density permitted on a site
- An automobile parts and service center developed to the maximum density permitted on half-acre, minimum lot size, and the Bracken Station site
- Mixed-use buildings built to the maximum density containing the maximum residential density coupled with either the maximum office or light industrial square footage that could be developed
- Day care facilities ranging from 5,000 to 27,885 square feet in size
- Gas stations with 1-10 fueling positions
- Gas stations with convenience stores 500 – 5,500 square feet in size
- Automated car washes with 1-10 vehicle was stations
- Gas stations with carwashes and markets with 1-10 fueling positions

A total of 89 different configurations of uses were evaluated and are summarized below; peak p.m. trip data was available for 88 of 88 uses and daily trip data was available for 45 of 89 uses:

- Highest peak p.m. trips generated
 - 13 of the 20 highest peak p.m. trip generating uses were gas stations with convenience stores, with convenience stores ranging in size from 2,084 – 5,500 square feet, where the size of the convenience store was the variable; two additional uses in the top twenty were gas stations with convenience stores of unspecified sizes.

- A maximum density (45,738) square foot auto parts and service center on a half-acre site was the 16th highest peak p.m. trip generating use.
- Four (4) of the 20 highest peak p.m. generating trips were daycare centers. Section 17.124.120, Daycare Business, already prohibits any daycare from having access from State Highway 75 or Saddle Road; therefore, this use was included for comparison purposes only.
- Lowest peak p.m. trips generated
 - Seven (7) of the 20 lowest peak p.m. trip generating uses were iterations of gas stations with between one (1) to three (3) fueling positions; one (1) of the 20 lowest peak p.m. trip generating uses was a gas station with a convenience store 500 square feet in size where the size of the convenience store was the variable.
 - Three (3) of the 20 lowest peak p.m. trip generating uses were iterations of a restaurant (sit-down, fast food and fast-casual) 1,000 s.f. in size, which is the largest size restaurant permitted in the Light Industrial Zones.
 - The Bracken Station site (18,590 s.f.), and the minimum lot size in the zone (9,000 s.f. in size) developed to the maximum residential density and mixed use with office use were among the 20 lowest peak p.m. trip generating uses.
 - Storage units, warehouses, and delivery distribution developed to the maximum density on half-acre and minimum lot size lots were among the 20 lowest peak p.m. trip generating uses.
- Highest total daily trips generated and lowest daily trips generated
 - As opposed to p.m. peak trips, where data was available for 85 or 89 uses, daily trips were only available for 45 of 89 uses.
 - When comparing the 20 highest peak p.m. generating uses, 16 of the 20 did not have daily trip data available. Five (5) of the 20 lowest peak p.m. generating uses did not have daily trip data available.
 - Therefore, highest and lowest daily trips have not been categorized and staff's recommendations are based largely on p.m. peak trip generating uses.

Idaho Transportation Department Highway Access Standards

Staff consulted with the Idaho Transportation Department (ITD) District-4 access permitting staff persons Dave Jensen (retiring) and Deb Pierson (incoming). ITD staff provided the current Rules Governing Highway Right-of-Way Encroachments on State Rights-of-Way document and general feedback on highway access points.

Generally:

- ITD's decision making is driven by safety, mobility, and economic concerns, in that order.
- Wider access points are often preferred, because vehicles do not have to slow down as much in a travel or turn lane in order to navigate through the access.
- Unless the District Engineer waives the requirement, any project projected to generate more than 100 peak hour trips, based on ITE traffic manual standards, is required to complete a Traffic Impact Study that ITD finds acceptable. The Traffic Impact Study is required to describe the type of access and other right-of-way improvements necessary for safety.
- ITD sends all permit applications for new and redeveloped accesses to the City of Ketchum for review and approval. ITD will not approve a permit that the City of Ketchum does not sign off on.

In terms of standards, minimum and maximum curb cuts for access points are dependent on the speed of travel at the specific location and broad use categories. Where the speed limit is 35 m.p.h. or less, multi-family curb cuts are 28' minimum and 40' maximum, one-way commercial accesses are 15' minimum and 30' maximum and two-way commercial accesses are 25' minimum and 40' maximum. Two-way boulevard Approaches are a standard 84' width and are considered for high daily trip generating uses that will have large commercial vehicles using the approach.

Additional Considerations and Request for Direction

In light of this research, the Commission could consider the following with regards to the text amendments pertaining to gas station and/or generally high-trip generating uses; staff requests additional direction from the Commission in order to proceed. Further Comprehensive Plan analysis will be provided in a subsequent staff report in alignment with the Commission's additional direction.

1. Fueling position and convenience store size limitations to limit size/scale of gas station

Gasoline stations with 1 – 3 fueling positions or convenience stores 1,000 square feet in size or less generate far less peak p.m. hour trips than the proposal previously considered by the Commission for the 2,084 square foot convenience store/food service and gas station for the Bracken Station site.

- a. Consider limits to number of fueling positions or convenience store size (similar to the size limitations on restaurants in the Light Industrial zones) in order to limit the number of trips that would be generated.
- b. If concerns still exist related to the visual impact of gas stations on Main Street, consider:
 - i. Additional design standards for gas stations
 - ii. Seek policy direction from City Council regarding the allowance of gas stations on Main Street

2. Prohibition for high peak p.m. hour volume trip generating uses

The most widely available trip generating uses pertained to peak p.m. hour trip generation.

- a. Consider setting an upper threshold prohibiting any uses that generates above a specified peak p.m. hour trip volume.
 - i. A positive aspect of such criteria would be that the standard is objective. Additionally, it supports the existing language describing Light Industrial zones as districts intended to “generate little traffic from tourists and the general public.”
 - ii. A negative aspect of such criteria would be that desired uses that are unforeseen may be ruled out.

3. ITD access/approach standards pertaining to all uses

ITD considers Boulevard Approaches, which are a standard 84' width, for high daily trip generating uses that will have large commercial vehicles using the approach.

- a. Consider prohibiting uses that will require a Boulevard Approach or alternately, prohibiting the Boulevard Approach to be utilized on Main Street/Highway 75.
 - i. However, this prohibition would conflict with the nature of a Light Industrial zone – which exists in part to provide a location for heavier commercial uses that often serve, or are serviced by, large commercial vehicles.

4. Seek additional input from City Council

- a. As described in 1 (a)(i), the Commission could seek policy input from Council regarding whether or not gas stations are a desired use on Main Street at all.
- b. Additionally, the Commission could seek policy input from Council regarding whether or not Light Industrial is the appropriate zone 911 N. Main Street.

5. No change – Proceed with text amendments prohibiting gas stations from having highway access as recommended on April 10, 2017

STAFF RECOMMENDATION

Staff recommends continuing the public hearing to the next Planning and Zoning Commission in order to allow staff to prepare refined recommendations based on the Commission's input.

OPTIONAL MOTIONS

1. "I MOVE TO CONTINUE the city-initiated text amendments to Title 17, Chapter 17.08, Definitions, Chapter 17.124, Development Standards, and Section 17.12.020, District Use Matrix, to a date certain of [insert date]."

Attachment C:

Use Specific Trip Generation, Peak P.M. Hour

Use Specific Trip Generation, Peak P.M. Hour

* = 90 PM peak trips is the trip generation rate referenced in the last versions vehicle circulation diagrams submitted for the Bracken Station Condition Use Permit application.

** = Section 17.124.120 Daycare Business prohibits any daycare from having access from State Highway 75 or Saddle Road.

<i>Sorted by peak p.m. hour trips generated</i>			
Address	Use	Weekday Trips	PM Peak Trips
Any site in the LI zones	5500 s.f. convenience store and gas station, ITE Land Use Code 945 (Gasoline/Service Station with Convenience Market), primary activity	0	1602
Any site in the LI zones	5000 s.f. convenience store and gas station, ITE Land Use Code 945 (Gasoline/Service Station with Convenience Market), primary activity	0	1214
Any site in the LI zones	5500 s.f. convenience store and gas station, ITE Land Use Code 853 (Convenience Market with Gasoline Pumps), primary activity of business is the selling of convenience items.	0	985
Any site in the LI zones	4500 s.f. convenience store and gas station, ITE Land Use Code 945 (Gasoline/Service Station with Convenience Market), primary activity of business is the fueling of motor vehicles.	0	910
Any site in the LI zones	5000 s.f. convenience store and gas station, ITE Land Use Code 853 (Convenience Market with Gasoline Pumps), primary activity of business is the selling of convenience items.	0	746
Any site in the LI zones	4000 s.f. convenience store and gas station, ITE Land Use Code 945 (Gasoline/Service Station with Convenience Market), primary activity of business is the fueling of motor vehicles.	0	582
Any site in the LI zones	4500 s.f. convenience store and gas station, ITE Land Use Code 853 (Convenience Market with Gasoline Pumps), primary activity of business is the selling of convenience items.	0	560
Half Acre Site (21,780 s.f.)	1.5 FAR (27,885 sq. ft.) Daycare - ITE Land Use Daycare Center, Use 565, Square Footage Variable	2065	383
Minimum lot size site (9,000 s.f.)	5,000 square foot Daycare - ITE Land Use Daycare Center, Use 565, Square Footage Variable	69	371
Any site in the LI zones	4000 s.f. convenience store and gas station, ITE Land Use Code 853 (Convenience Market with Gasoline Pumps), primary activity of business is the selling of convenience items.	0	358
Any site in the LI zones	3500 s.f. convenience store and gas station, ITE Land Use Code 945 (Gasoline/Service Station with Convenience Market), primary activity of business is the fueling of motor vehicles.	0	340
Half Acre Site (21,780 s.f.)	1.0 FAR (21,780 sq. ft.) Daycare - ITE Land Use Daycare Center, Use 565, Square Footage Variable	1613	299
Any site in the LI zones	3000 s.f. convenience store and gas station, ITE Land Use Code 945 (Gasoline/Service Station with Convenience Market), primary activity of business is the fueling of motor vehicles.	0	291

Any site in the LI zones	2500 s.f. convenience store and gas station, ITE Land Use Code 945 (Gasoline/Service Station with Convenience Market), primary activity of business is the fueling of motor vehicles.	0	243
Any site in the LI zones	3500 s.f. convenience store and gas station, ITE Land Use Code 853 (Convenience Market with Gasoline Pumps), primary activity of business is the selling of convenience items.	0	209
Half Acre Site (21,780 s.f.)	Maximum density (45,738 s.f.), ITE Land Use Code 943, Automobile Parts and Service, square foot variable	0	204
Any site in the LI zones	2084 s.f. convenience store and gas station, ITE Land Use Code 945 (Gasoline/Service Station with Convenience Market), primary activity of business is the fueling of motor vehicles.	0	202
Half Acre Site (21,780 s.f.)	1.5 FAR (27,885 sq. ft.) Daycare - ITE Land Use Daycare Center, Use 565, Square Footage Variable, real world conditions courtesy of TripGeneration.org	874	195
Any site in the LI zones	10 fuel pump gas station, ITE Land Use Code 853 (Convenience Market with Gasoline Pumps), primary activity of business is the selling of convenience items.	0	191
911 North Main	Provo, UT - Gas station with attached sandwich shop	0	185
Any site in the LI zones	3000 s.f. convenience store and gas station, ITE Land Use Code 853 (Convenience Market with Gasoline Pumps), primary activity of business is the selling of convenience items.	0	179
911 Bracken Station	Maximum density (39,039 s.f.), ITE Land Use Code 943, Automobile Parts and Service, square foot variable	0	175
Any site in the LI zones	9 fuel pump gas station, ITE Land Use Code 853 (Convenience Market with Gasoline Pumps), primary activity of business is the selling of convenience items.	0	172
Any site in the LI zones	Gas Station, 10 fuel pump, w/carwash and market - ITE Land Use Gas Station w/Carwash & Market, Use 946, variable is fueling positions, real world conditions courtesy of TripGeneration.org	2118	170
911 North Main	Bracken Station - 2,084 square foot convenience store and 8 fuel pumps - ITE Land Use 853, Convenience Market with Gas Pumps, Fuel Pumps Variable	4,341	153
Any site in the LI zones	8 fuel pump gas station, ITE Land Use Code 853 (Convenience Market with Gasoline Pumps), primary activity of business is the selling of convenience items.	0	153
Any site in the LI zones	Gas Station, 9 fuel pump, w/carwash and market - ITE Land Use Gas Station w/Carwash & Market, Use 946, variable is fueling positions, real world conditions courtesy of TripGeneration.org	1906	153
Half Acre Site (21,780 s.f.)	1.0 FAR (21,780 sq. ft.) Daycare - ITE Land Use Daycare Center, Use 565, Square Footage Variable, real world conditions courtesy of TripGeneration.org	683	152
Any site in the LI zones	2500 s.f. convenience store and gas station, ITE Land Use Code 853 (Convenience Market with Gasoline Pumps), primary activity of business is the selling of convenience items.	0	149

Any site in the LI zones	1500 s.f. convenience store and gas station, ITE Land Use Code 945 (Gasoline/Service Station with Convenience Market), primary activity of business is the fueling of motor vehicles.	0	146
Minimum lot size site (9,000 s.f.)	10,000 square foot Daycare - ITE Land Use Daycare Center, Use 565, Square Footage Variable	741	138
Any site in the LI zones	Gas Station, 8 fuel pump, w/carwash and market - ITE Land Use Gas Station w/Carwash & Market, Use 946, variable is fueling positions, real world conditions courtesy of TripGeneration.org	1694	136
Any site in the LI zones	10 fuel pump gas station, ITE Land Use Code 945 (Gasoline/Service Station with Convenience Market), primary activity of business is the fueling of motor vehicles.	0	134
Any site in the LI zones	7 fuel pump gas station, ITE Land Use Code 853 (Convenience Market with Gasoline Pumps), primary activity of business is the selling of convenience items.	0	133
Any site in the LI zones	2084 s.f. convenience store and gas station, ITE Land Use Code 853 (Convenience Market with Gasoline Pumps), primary activity of business is the selling of convenience items.	0	124
Any site in the LI zones	9 fuel pump gas station, ITE Land Use Code 945 (Gasoline/Service Station with Convenience Market), primary activity of business is the fueling of motor vehicles.	0	120
Any site in the LI zones	Gas Station, 7 fuel pump, w/carwash and market - ITE Land Use Gas Station w/Carwash & Market, Use 946, variable is fueling positions, real world conditions courtesy of TripGeneration.org	1483	119
Any site in the LI zones	6 fuel pump gas station, ITE Land Use Code 853 (Convenience Market with Gasoline Pumps), primary activity of business is the selling of convenience items.	0	114
911 North Main	Bracken Station - 2,084 square foot convenience store and 8 fuel pumps - ITE Land Use 953, Service Station with Convenience Market,	1,304	110
911 North Main	Bracken Station - 2,084 square foot convenience store and 8 fuel pumps - ITE Land Use 853, Convenience Market with Gas Pumps, Convenience Store Square Footage Variable	1,776	107
Any site in the LI zones	8 fuel pump gas station, ITE Land Use Code 945 (Gasoline/Service Station with Convenience Market), primary activity of business is the	0	107
Any site in the LI zones	Gas Station, 6 fuel pump, w/carwash and market - ITE Land Use Gas Station w/Carwash & Market, Use 946, variable is fueling positions, real world conditions courtesy of TripGeneration.org	1271	102
Any site in the LI zones	1000 s.f. convenience store and gas station, ITE Land Use Code 945 (Gasoline/Service Station with Convenience Market), primary activity of business is the fueling of motor vehicles.	0	97

Any site in the LI zones	5 fuel pump gas station, ITE Land Use Code 853 (Convenience Market with Gasoline Pumps), primary activity of business is the selling of convenience items.	0	95
Any site in the LI zones	7 fuel pump gas station, ITE Land Use Code 945 (Gasoline/Service Station with Convenience Market), primary activity of business is the fueling of motor vehicles.	0	94
911 North Main	Hailey, ID - Gas station with 8 gas pumps fronting Main Street and a food truck parked on site	0	90
Any site in the LI zones	1500 s.f. convenience store and gas station, ITE Land Use Code 853 (Convenience Market with Gasoline Pumps), primary activity of business is the selling of convenience items.	0	90
Limelight Hotel	330 - Resort Hotel and 233 - Luxury Condos	1,108	87
Any site in the LI zones	Gas Station, 5 fuel pump, w/carwash and market - ITE Land Use Gas Station w/Carwash & Market, Use 946, variable is fueling positions, real world conditions courtesy of TripGeneration.org	1059	85
Minimum lot size site (9,000 s.f.)	Maximum density (18,900 s.f.), ITE Land Use Code 943, Automobile Parts and Service, square foot variable	0	85
Any site in the LI zones	6 fuel pump gas station, ITE Land Use Code 945 (Gasoline/Service Station with Convenience Market), primary activity of business is the fueling of motor vehicles.	0	80
Half Acre Site (21,780 s.f.)	Maximum residential density (24,502 s.f. of residential development, 61 units), remaining 24,502 s.f. is office - ITE Land Uses Apartments, Use 220, Number of Units Variable and Land Use 710, General Office	611	76
Any site in the LI zones	4 fuel pump gas station, ITE Land Use Code 853 (Convenience Market with Gasoline Pumps), primary activity of business is the selling of convenience items.	0	76
Half Acre Site (21,780 s.f.)	Maximum density (39,039 square feet), ITE Land Use General Office, square footage variable	505	69
Any site in the LI zones	Fast food restaurant 1,000 square feet (maximum permitted by code) - ITE Land Use Fast Food, Use 934, variable square feet, real world conditions courtesy of TripGeneration.org	482	68
Any site in the LI zones	Gas Station, 4 fuel pump, w/carwash and market - ITE Land Use Gas Station w/Carwash & Market, Use 946, variable is fueling positions, real world conditions courtesy of TripGeneration.org	847	68
Any site in the LI zones	5 fuel pump gas station, ITE Land Use Code 945 (Gasoline/Service Station with Convenience Market), primary activity of business is the fueling of motor vehicles.	0	67
Any site in the LI zones	1000 s.f. convenience store and gas station, ITE Land Use Code 853 (Convenience Market with Gasoline Pumps), primary activity of business is the selling of convenience items.	0	60

911 North Main	Maximum residential density (19,519 square feet of residential development, 48 units), remaining square footage is 19,159 is office - ITE Land Uses Apartments, Use 220, Number of Units Variable and Land Use 710, General Office	540	60
Any site in the LI zones	3 fuel pump gas station, ITE Land Use Code 853 (Convenience Market with Gasoline Pumps), primary activity of business is the selling of convenience items.	0	57
Any site in the LI zones	4 fuel pump gas station, ITE Land Use Code 945 (Gasoline/Service Station with Convenience Market), primary activity of business is the fueling of motor vehicles.	0	54
Any site in the LI zones	Gas Station, 3 fuel pump, w/carwash and market - ITE Land Use Gas Station w/Carwash & Market, Use 946, variable is fueling positions, real world conditions courtesy of TripGeneration.org	635	51
Any site in the LI zones	500 s.f. convenience store and gas station, ITE Land Use Code 945 (Gasoline/Service Station with Convenience Market), primary activity of business is the fueling of motor vehicles.	0	49
Any site in the LI zones	Fast food restaurant 1,000 square feet (maximum permitted by code) - ITE Land Use Fast Food, Use 934, variable square feet	497	48
Any site in the LI zones	Fast Casual restaurant 1,000 square feet (maximum permitted by code) - Fast Casual Restaurant, variable square feet	317	43
Any site in the LI zones	3 fuel pump gas station, ITE Land Use Code 945 (Gasoline/Service Station with Convenience Market), primary activity of business is the fueling of motor vehicles.	0	40
Any site in the LI zones	2 fuel pump gas station, ITE Land Use Code 853 (Convenience Market with Gasoline Pumps), primary activity of business is the selling of convenience items.	0	38
911 North Main	Maximum residential density (19,519 square feet of residential development, 48 units), remaining square footage is 19,159 is office - ITE Land Uses Apartments, Use 220, Number of Units Variable and Land Use 710, General Office, real world use observations by Spack Consulting	276	34
Any site in the LI zones	Gas Station, 2 fuel pump, w/carwash and market - ITE Land Use Gas Station w/Carwash & Market, Use 946, variable is fueling positions, real world conditions by TripGeneration.org	424	34
Half Acre Site (21,780 s.f.)	Maximum density (45,738 s.f.), ITE Land Use 151 - Delivery Distribution, real world observations by TripGeneration.org	265	33
Minimum lot size site (9,000 s.f.)	Maximum residential density (10,125 square feet of residential development, 25 units), remaining 10,125 s.f. is office - ITE Land Uses Apartments, Use 220, Number of Units Variable and Land Use 710, General Office, square footage variable	273	31

Any site in the LI zones	500 s.f. convenience store and gas station, ITE Land Use Code 853 (Convenience Market with Gasoline Pumps), primary activity of business is the selling of convenience items.	0	30
Any site in the LI zones	Maximum density (39,039 square feet), ITE Land Use General Office, square footage variable, real world conditions observed by Spack Consulting	183	28
Any site in the LI zones	2 fuel pump gas station, ITE Land Use Code 945 (Gasoline/Service Station with Convenience Market), primary activity of business is the fueling of motor vehicles.	0	27
Half Acre Site (21,780 s.f.)	Maximum density (45,738), ITE Land 150 - Warehouse	163	21
Any site in the LI zones	1 fuel pump gas station, ITE Land Use Code 853 (Convenience Market with Gasoline Pumps), primary activity of business is the selling of convenience items.	0	19
Any site in the LI zones	Restaurant 1,000 square feet (maximum permitted by code) - ITE Land Use Restaurant, Use 932, variable square footage	127	18
Any site in the LI zones	Gas Station, 1 fuel pump, w/carwash and market - ITE Land Use Gas Station w/Carwash & Market, Use 946, variable is fueling positions, real world conditions courtesy of TripGeneration.org	212	17
Minimum lot size site (9,000 s.f.)	Maximum density (20,250), ITE Land Use 152 - Delivery Distribution, real world conditions courtesy of TripGeneration.org	117	15
Any site in the LI zones	1 fuel pump gas station, ITE Land Use Code 945 (Gasoline/Service Station with Convenience Market), primary activity of business is the fueling of motor vehicles.	0	13
Minimum lot size site (9,000 s.f.)	Maximum density (20,250), ITE Land Use 150 - Warehouse	72	10
Half Acre Site (21,780 s.f.)	Maximum density (45,738 s.f.), ITE Land Use 151 - Storage Units	11	3
Minimum lot size site (9,000 s.f.)	Maximum density (20,250), ITE Land Use 151 - Storage Units	5	1
Minimum lot size site (9,000 s.f.)	Maximum residential density (10,125 square feet of residential development, 25 units), remaining 10,125 s.f. is General Light Industrial - ITE Land Uses Apartments, Use 220, Number of Units Variable and General Light Industrial, square footage variable	234	0
911 North Main	Maximum residential density (19,519 square feet of residential development, 48 units), remaining square footage is 19,159 is general light industrial - ITE Land Uses Apartments, Use 220, Number of Units Variable and General Light Industrial, square footage variable	459	0
Half Acre Site (21,780 s.f.)	Maximum density (45,738), ITE Land Use Industrial, General Light	319	0

Half Acre Site (21,780 s.f.)	Maximum residential density (24,502 s.f. of residential development, 61 units), remaining 24,502 s.f. is light industrial - ITE Land Uses Apartments, Use 220, Number of Units Variable and General Light Industrial, square footage variable	474	0
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Color of cell indicates Bracken Station site



Planning and Zoning

Regular Meeting

~ Minutes ~

480 East Avenue North
Ketchum, ID 83340
<http://ketchumidaho.org/>

Keshia Owens
208-726-7801

Monday, April 10, 2017

5:30 PM

Ketchum City Hall

Commissioners Present: Jeff Lamoureux, Chairperson
Matthew Mead, Commissioner
Betsey Mizell, Commissioner
Neil Morrow, Commissioner
Erin Smith, Vice-Chairperson

Staff Present: Micah Austin, Director of Planning & Building
Brittany Skelton, Senior Planner
Carl Anderson, Associate Planner
Keshia Owens, Planning Technician

Members of the Public

1. 5:30 PM - CALL TO ORDER: City Hall, 480 East Avenue North, Ketchum, Idaho

Commissioner Lamoureux called the meeting to order at 5:34 PM.

2. PUBLIC COMMENT - Communications from the public for items not on the agenda.

No comments.

3. COMMUNICATIONS FROM STAFF

- a. **Public Hearing, Zoning Code Amendments Phase II – Motor Vehicle Fueling Stations: City-initiated text amendments to Chapter 17.08, Definitions, Section 17.12.020, District Use Matrix, and Chapter 17.124, Development Standards to amend regulations for motor vehicle fueling stations in order to protect the health, safety and welfare of the public and to align regulations for the use with the Comprehensive Plan.**

COMMENTS:

Skelton said that the changes are city initiated text amendments to motor vehicle fueling stations and electronic vehicle charging stations. She explained that motor vehicle fueling stations are permitted in the Light Industrial District as a conditional use and electronic vehicles are not yet regulated. She then commented that the first text amendment is to prohibit vehicle access to fueling stations from Highway 75.

The reasons for this:

- High volume trips
- Conflict by nature of trips
- Conflicts with the Comprehensive Plan

She explained that staff evaluated a proposed motor vehicle fueling station from June to July and said this use was denied for several reasons. She also noted that vehicular access from Highway 75 to a

motor vehicle fueling stations would be prohibited in the District Use Matrix and explained that the next proposed text amendment is to distinguish between motor vehicle fueling stations and electric vehicle charging stations. She also stated that staff recommends approval of these two proposed text amendments.

Public Comment

- Amy Christiansen, Sun Valley resident, said that she likes that the Commission is reducing environmental and health effects by considering these text amendments. She pointed out that Ketchum has four gas stations, while Aspen, in comparison, only has two. She also said that she supports the electric vehicle text amendment and explained that in Idaho, using electric vehicles has an impact on personal fuel output.
- Cathy Guerky, Ketchum resident, provided documents to the commission and said that there is only one property that is negatively impacted by this text amendment. This property, she said, belongs to she and her husband, and is the same property that was proposed for Bracken Station. She said that on Friday she heard of this text amendment, asked why the city thinks this is necessary, and wanted to know who cares to have this done. She explained that what is not remotely understandable is why the city would permanently exclude a business that ninety-nine-percent of people are looking for. She commented that this site is not busy like the core of the Light Industrial District and argued that a site better than North Town Center will not be found. She also disagreed with staff's comments and asked what advantage does the city have by disallowing gas stations. She then explained that Ketchum needs a real and convenient gas station and noted traffic concerns, but asked what good business doesn't generate traffic. She then went on to say that staff should look at the origins of the Comprehensive Plan and explained that the Comprehensive Plan points out that businesses in the Light Industrial District will generate traffic. She later stated that any redevelopment of their property will create a better gateway to Ketchum and Bracken Station would've had a resort style look to make it fit with Ketchum. She concluded by saying the community passed up something that would improve Ketchum and asked why is the City so set on disallowing any future gas stations on Highway 75. She stated that she doesn't know if there will be worse things at this location and asked if they had sold the property to Ketchum automotive would the city still be happy with this text amendment.
- Steve Cook, architect, said that many of staff's statements are not accurate and that the city is starting to do its planning through text amendments. He explained that this location is not a gateway as far as gateways are concerned, instead, it is a part of the Light Industrial District. He pointed out that Ketchum's circulation is confusing to visitors, but should be easy to navigate for all travelers. He also explained that current gas stations are deplorable and stated that the City should plan for the future. He then asked why the last remaining parcel that allows a gas station or twenty-seven other offensive uses is proposed to be taken away. He ended by stating this would be an appropriately scaled, manicured gas station that is not a gateway and is not pedestrian heavy.
- Ned Williamson, attorney, said that the Comprehensive Plan is a topic that should be discussed. He explained at the last quasi-judicial hearing he didn't think it was necessary for the Commission to look at the Comprehensive Plan, but for a text amendment it is very important. He asked about the other provisions of the plan and said that it promotes tourism and development of the community. He explained that in the future, if the city allows this amendment, nonconforming uses will continue to be nonconforming or eventually die out with nothing to replace it. He also explained that whenever you limit access you get into takings issues and he stated that this property is being targeted. He then stated there are some real issues with the comprehensive plan.

- Reid Lindsay, Ketchum resident, responded to earlier statements and stated the community doesn't want another gas station. He explained that those who are opposed to the text amendment have personal economic stakes in the construction of a gas station on Highway 75. He later expressed that that this is not about Bracken Station, but rather Ketchum looking toward the future. He finished by saying he doesn't see why people think this is a singling out of Bracken Station.
- Barbi Reed, Ketchum resident, said that she is appalled that Bracken Station has been brought up again, when the discussion is about the text amendment. She also mentioned that it took Ketchum half a century to get rid of the gas stations on Main Street and she applauds this text amendment for improving Ketchum.
- Roy Bracken, convenience store owner, said that there must be an allowance for convenience stores in the Light Industrial Districts because he with through the planning process and owns a store there.

Staff comments:

Austin addressed concerns and said that access off Highway 75 would not constitute a takings because the site could be accessed from 10th street. He commented that this one use has been singled out because the use, by nature, generates traffic. He commented that he would be happy to back up any staff report concerns and will stand by any references to the Comprehensive Plan.

Directives:

Looks at expanding uses

Criteria for the amount of traffic generated

Comprehensive Plan needs to be reevaluated to look at all uses

Look at a Tesla supercharging station

Looking at an objective matrix

Consider other mountain towns for how they treat fueling stations and EV stations

Commissioner Smith made a motion to continue the city initiated text amendments to Title 17, Chapter 17.08 Definitions and Chapter 17.12.020- District Use Matrix to a date certain of May 8, 2017.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Erin Smith, Commissioner
SECONDER:	Betsy Mizell, Commissioner
AYES:	Morrow, Mead, Lamoureux, Smith, Mizell

- b. **Kneebone Final Plat: 500 N. Washington Ave, Ketchum, ID (Ketchum, Lot 8, Block 15). The Commission will consider and take action on an application by Kneebone, LLC for a final plat for a three-story mixed use condominium building.**

COMMENTS:

Skelton said that the Commission made the following conditions:

- A plat note for the water heater
- An easement on private property for additional public access

She explained that if the final plat conforms with the preliminary plat, the Commission can approve the project.

Commissioner Mead moved to recommend approval of the final plat by Kneebone, LLC to City Council. Commissioner Lamoureux seconded.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Matthew Mead, Commissioner
SECONDER:	Jeff Lamoureux, Commissioner
AYES:	Morrow, Mead, Lamoureux, Smith, Mizell

- c. **Discussion of Emergency Ordinance #1172 of the City of Ketchum, to amend Title 17, Zoning Regulations, Chapter 17.88, Floodplain Management Overlay Zoning District, finding an imminent peril to the public health, safety, or welfare due to anticipated flooding caused by Wood River Valley snowpack being 180% above normal and therefore amending Ketchum City Code 17.88 to provide for emergency procedures for riparian alteration and emergency city actions; providing a savings and severability clause;**

Skelton said that due to the extremely high water content from the snowpack, City Council proposed an amendment to the floodplain ordinance and an emergency riparian review process was adopted by City Council.

4. **CONSENT CALENDAR**

- a. **Minutes: March 13, 2017**

COMMENTS:

Formatting of boxes on page 4 and 5.

Commissioner Morrow moved to approve the March 13, 2017 minutes as amended. Commissioner Mizell seconded.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Neil Morrow, Commissioner
SECONDER:	Betsy Mizell, Commissioner
ABSTAIN:	Erin Smith, Commissioner
AYES:	Morrow, Mead, Lamoureux, Mizell

- b. **Knudson Conditional Use Permit 491 East 10th Street, Ketchum, Idaho (Tenth St Light Industrial Complex, Building A Unit 1): Findings of Fact and Conclusions of Law**

COMMENTS:

Commissioner Mead made a motion to approve the findings of fact for the Knudson Conditional Use Permit 491 East 10th Street, Ketchum, Idaho. Commissioner Morrow seconded,

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Mathew Mead, Commissioner
SECONDER:	Neil Morrow, Commissioner
ABSTAIN:	Erin Smith, Commissioner
AYES:	Morrow, Mead, Lamoureux, Mizell

- c. **Sun Valley Mixed Use Project, 231 Sun Valley Road, Ketchum, Idaho (Lot 8 Remainder, Block 17, Section 18, Township 4): Findings of Fact and Conclusions of Law**

Staff did not recommend signing the findings because stamped plans had not been received.

- d. **Angel Wings Retail Addition, 320 North Leadville Ave Ketchum, Idaho (Ketchum Lot 2 Block 24): Findings of Fact and Conclusions of Law**

COMMENTS:

Commissioner Mead made a motion to approve the findings of fact for Angel Wings Retail Addition at 320 North Leadville Avenue Ketchum, Idaho and Kneebone Final Plat 500 North Washington Avenue Ketchum, Idaho.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Mathew Mead, Commissioner
SECONDER:	Neil Morrow, Commissioner
ABSTAIN:	Erin Smith, Commissioner
AYES:	Morrow, Mead, Lamoureux, Mizell

- e. **Argyros Performing Arts Center Design Review: 120 South Main Street and 111 South Leadville, Ketchum, Idaho (Block 1, East 10' of Alley): Findings of Fact and Conclusions of Law**

This was the first item addressed.

Austin said the findings are ready for the Commission's approval. He explained that the Commission had concerns with construction activity plan, parking, and pedestrian access. He commented that staff has gone through several iterations with the applicant on the construction activity plan and it is clear that the project has sensitivities. He then said that staff will continue to work with the applicant until the building permit submittal and after its approval. He pointed out that staff has public safety concerns, but staff will continue to work with the applicant to address these concerns.

A commissioner motioned to approve the Argyros Performing Arts Center Design Review and another commissioner seconded (due to technical difficulties, the recording equipment did not record the Commission's motion for approval).

- f. **Kneebone Final Plat: 500 N. Washington Ave, Ketchum, ID (Ketchum, Lot 8, Block 15): Findings of Fact and Conclusions of Law**

Commissioner Mead made a motion to approve the findings of fact for Angel Wings Retail Addition at 320 North Leadville Avenue Ketchum, Idaho and Kneebone Final Plat 500 North Washington Avenue Ketchum, Idaho.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Mathew Mead, Commissioner
SECONDER:	Neil Morrow, Commissioner
AYES:	Morrow, Mead, Lamoureux, Mizell, Smith

5. FUTURE PROJECTS AND NOTICING REQUIREMENTS

6. STAFF REPORTS & CITY COUNCIL MEETING UPDATE

- Dark Sky Ordinance is continued from the meeting on April 3rd to April 17th.
- Argyros Text Amendment.

7. Commission reports and ex parte discussion disclosure

8. ADJOURNMENT

Commissioner Mizell motioned to adjourn and Commissioner Morrow seconded.

Jeff Lamoureux
Planning and Zoning Commission Chair



City of Ketchum
Planning & Building

IN RE:)
)
 231 Sun Valley Rd. Mixed Use Project)
 Design Review) **KETCHUM PLANNING AND ZONING COMMISSION**
 Date: May 8, 2017) **FINDINGS OF FACT, CONCLUSIONS OF LAW AND**
) **DECISION**
 File Number: #17-009)

BACKGROUND FACTS

PROJECT: 231 E. Sun Valley Road Mixed Use Project

FILE NUMBER: #17-009

OWNER: Devin Piscitelli

REPRESENTATIVE: Kjell Ooms, Conrad Brothers Construction

REQUEST: Design Review approval for a new two story mixed-use residential and commercial building with a third floor roof deck.

LOCATION: 231 E. Sun Valley Road
(Ketchum, Lot E 75' of Lot 8 BLK 17)

ZONING: Community Core sub district Urban Residential (CC-C)

OVERLAY: None

NOTICE: Notice was mailed to Property owners within 300 foot radius of subject property were mailed notice on February 28th, 2017. Notice was posted in three public City locations on February 28th, 2017.

NOTICE OF CONSIDERATION BEFORE THE PLANNING AND ZONING COMMISSION: SITE VISIT AND REGULAR MEETING

Site Visit Date:	March 13, 2017
Site Visit Time:	5:00 PM
Meeting Location:	231 Sun Valley RD (Lot 8 Remainder, Block 17, Section 18, Township 4)
Meeting Date:	March 13, 2017
Meeting Time:	5:30 PM, or thereafter as the matter can be heard.
Meeting Location:	City Hall Council Chambers, 480 East Avenue North, Ketchum, Idaho
Project Name:	Sun Valley Mixed Use Project
Project Location:	231 Sun Valley RD (Lot 8 Remainder, Block 17, Section 18, Township 4)
Applicant:	Devin Piscitelli

Representative:	EOS Architecture, INC.
Application Type:	Design Review
Project Description:	Design Review approval for a new two story building to be used for residential and commercial use.

BACKGROUND

The site property is located in the Community Core Urban Residential Sub-district (CC-C). The lot is currently a non-conforming lot with a total of 4,125 square feet and is, located at 231E. Sun Valley Road (Ketchum, Lot E 75’ of Lot 8 Block 17). The applicant is proposing to construct a two-story mixed used building, which will have a total square footage of 4,928 square feet. The applicant is proposing to use the ground floor be as retail space and to use the second floor for one residential condominium unit. The third floor contains 238 square feet which is primary used as a stairwell and circulation area to provide access to the third floor roof deck.

The site received Design Review approval on August 10th, 2015. The approval was for a 7,826 square foot mixed use residential and commercial building. The approval expired one year from the approval date and no request to extend the approval was submitted to the City of Ketchum Planning and Building Department. Additionally, the revisions to the proposed mixed-use building are significant and require Design Review approval from the Planning and Zoning Commission. The requirement for Pre-Application Design Review has been waived for this project.

COMPREHENSIVE PLAN ANALYSIS

Staff finds the proposed new construction of the mixed-use of retail and residential space is consistent with the uses, goals and policies listed below as specified within the 2014 Comprehensive Plan.

SUPPORTING SECTION	SUMMARY OF COMPLIANCE OF PROPOSED AMENDMENTS WITH THE 2014 COMPREHENSIVE PLAN
Future Land Use	
Mixed-Use Commercial	<p>Primary Uses: The Mixed-Use Commercial category is intended to promote a wide range of land uses, including offices, medical facilities, health/wellness-related services, recreation, government, residential, and services. General retail is limited to the downtown core (Areas in the ACI with this designation will require evaluation with regard to the provision of access, utility service, safety, and environmental impacts.)</p> <p>Secondary Uses: Open space, places of worship and public uses are also appropriate.</p> <p>Characteristics and location: The intent of the Mixed-Use Commercial category is to improve two areas: 1) the downtown area outside the retail core, and 2) the area surrounding St. Luke’s Hospital where development must be sensitively sited for viewshed and wildlife habitat protection.</p>
Retail Core	The community’s primary shopping district is the Retail Core. The Retail Core provides a variety of mixed-use buildings that have ground-floor storefronts. Specialty shops, restaurants, and outdoor seating areas line the sidewalks, creating an active pedestrian-friendly environment. Convenient shopping and dining served by sidewalks, parking, and bike access. Upper floors include a mix of residential uses and offices.
Community Design and Neighborhoods	
Policy CD-1.1 Unique Design Elements for Identifiable Neighborhoods	Each neighborhood or district should include a mix of design elements that will reinforce its unique design quality.

Policy CD-1.3 Compatible Infill and Redevelopment Projects	Infill and redevelopment projects should be contextually appropriate to the neighborhood and development in which they will occur. Context refers to the natural and manmade features adjoining a development site; it does not imply a certain style.
Housing	
Policy H-1.4 Integrated Housing in Business and Mixed-Use Areas	Housing should be integrated into the downtown core and light industrial areas, and close to the ski base. The resulting mix of land use will help promote a greater diversity of housing opportunities as well as social interactions.
Mobility	
Policy M-1.3 Compact Development and Housing Downtown and in Activity Centers	Encourage compact development, mixed uses, and additional housing density in the downtown and in high-activity areas. This will increase opportunities for walking, bicycling and transit ridership and reduce vehicle traps.
A Strong and Diverse Economy	
Policy E-1 (b) Downtown as a Major Community Asset and Tourism Attraction	The community will strive to maintain a single concentrated commercial and retail core . The city will reinforce the downtown core's role as a more asset and visitor attraction by encouraging businesses that fit the downtown character and by developing policies, programs, investment strategies, and organizations that help retain downtown business.

FINDINGS OF FACT

Table 1: Requirements for All Applications

City Department Comments				
Compliant				
Yes	No	N/A	City Code	City Standards and Staff Comments
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.040	Complete Application
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Police Department: No Comment at this time.	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Fire Department: The above project shall meet all 2012 International Fire Code requirements in addition to specific City Building and Fire Ordinances. Approved address numbers shall be placed in such a position to be plainly visible and legible from the road fronting the property. Numbers and letters shall be a minimum of four (4) inches tall, contrast with their background and be positioned a minimum of forty-eight (48) inches above final grade. Vehicle parking and material storage during construction shall not restrict or obstruct public streets or access to any building. A minimum twenty-foot travel lane for emergency vehicle access shall be maintained clear and unobstructed at all times. All required Fire Lanes, including within 15 feet of fire hydrants, shall be maintained clear and unobstructed at all times.	

		<p>An approved automatic fire sprinkler system shall be installed throughout the building per City of Ketchum Ordinance #1125 (www.ketchumfire.org) and the National Fire Protection Association Standard 13. An approved fire sprinkler flow bell, Knox box and Fire Department Connection shall be installed in an approved location visible to approaching firefighters. Water service lines to structures shall be hydraulically calculated for size to meet fire sprinkler flow requirements. Fire sprinkler systems shall be annually tested and maintained per NFPA 25. An approved fire department connection and flow bell shall be installed in a location approved by the fire department and the system shall be supervised by an approved alarm system.</p> <p>NOTE: One electronic set of fire sprinkler system plans must be submitted to the Ketchum Fire Department as well as the State Fire Marshal's office and a Ketchum Fire Department Permit must be obtained prior to installation of fire sprinkler systems. Inspections of fire sprinkler systems by the Fire Chief or an appointee are required. Inspections must be scheduled at least 48 hours in advance.</p> <p>An approved monitored fire sprinkler alarm system shall be installed per City of Ketchum Ordinance #1125 (www.ketchumfire.org) and the requirements of NFPA 72. Two (2) sets of alarm system plans shall be submitted to the Ketchum Fire Department for approval and a permit is required prior to installation of alarm systems. Inspections of fire detection systems by the Fire Chief or an appointee are required and shall be scheduled at least 48 hours in advance.</p> <p>Fire extinguishers shall be installed and maintained per 2012 IFC Section 906 both during construction and upon occupancy of the building.</p> <p>Spark arresters are required on all solid fuel burning appliance chimneys to reduce potential fires from burning embers.</p> <p>An approved key box shall be installed, with the appropriate keys, for emergency fire department access in a location approved by the fire department. The key box shall be a Knox box brand and sized to accommodate keys to every door of the project.</p> <p>Inspections of fire department permit required installations shall be scheduled at least 48 hours in advance.</p> <p>An 8 ½ by 11 color coded site map of this project shall be provided on paper and electronically to the fire department. This site map shall show the locations of gas shut-offs, power shut-offs, fire sprinkler riser rooms, fire department connections, alarm panels, Knox boxes, access doors, egress windows, stairways and any additional fire department requirements. Exact details for color coded "On-Sites" can be found at www.ketchumfire.org.</p> <p>Final inspections of all fire department permit required installations by the Fire Chief or an appointee are required and shall be scheduled at least 48 hours in advance. A Final Inspection Checklist can be found at www.ketchumfire.org.</p>
☒	☐	<p>Public Works: Gates from the construction fencing, cannot encroach into the ROW. Maximum encroachment into SVRD will be 8'. Any concrete or asphalt that is damaged by construction activities will need to be replaced to city standards. The valley gutter in the alley will need to be made of concrete and detailed for city approval. We recommend that the sidewalk on SVRD from the alley West to the curb cut, be replaced.</p>
☒	☐	<p>Utilities:</p>

			Records show a sewer service to the main in the alley. The property had once been served by the KSW system. Each residential unit will require its own water meter and a separate meter for the commercial usage. One impact fee will be waived due to prior KSW service. If any cover is taken off the alley elevation the old KSW line in the alley will need to be lowered to 6'. All water meters will be located in the fire sprinkler room
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>Parks/Arborist: Varieties of green ash are no longer acceptable, please identify alternate proposed species and provide planting detail per International Society of Arboriculture planting standards.</p> <p>The applicant has proposed an alternate species and received approval from the City Arborist. The alternate species is the <i>Tilia cordata</i> little leaf Linden.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>Building: Building must meet 2012 International Building Codes.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>Planning and Zoning: Comments are denoted throughout the staff report.</p>

Table 2: Zoning Standards Analysis

Compliance with Zoning Standards				
Compliant			Standards and Commission f Comments	
Yes	No	N/A	Guideline	City Standards and Commission Comments
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	17.12.040	Minimum Lot Area
			<i>Commission Comments</i>	Required: 5,500 square feet minimum. Existing: 4,125 square feet (Existing non-conforming lot size.)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.12.040	Minimum Building Setbacks
			<i>Commission Comments</i>	<p>Required: Front (south): 5' avg. Adjacent to alleyway (east): 3' Interior Side (west): 0' Rear (north): 0'</p> <p>Proposed: Front (Sun Valley Road): 5' Adjacent to alleyway: 12'- 0.75" Interior Side: 0' Rear: 0'</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.12.040	Building Height
			<i>Commission Comments</i>	<p>Required: Maximum building height permitted in the Community Core is forty-two feet (42'), but a five-foot (5') increase in height is permitted when the maximum vertical distance from the lowest exposed finished floor to the highest point of the roof shall be no more than five feet (5') greater than the maximum height permitted in the zoning district.</p> <p>Proposed: The highest point of the proposed building is thirty-nine feet and six inches (39'-6") and forty feet and three-quarters of an inch (40'-0.75') at the parapet.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.125.040.H	Curb Cut
			<i>Commission Comments</i>	<p>Required: A total of 35% of the linear footage of any street frontage can be devoted to access to off street parking.</p> <p>Proposed:</p>

				<p><i>No curb cut is proposed. The applicant is proposing to remove the existing driveway cut along Sun Valley Road and to replace it with 5' sidewalk, curb and gutter. Vehicular access to the project will be provided from the alley.</i></p>																					
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>17.125.020.A.2 & 17.125.050</p> <p><i>Commission Comments</i></p>	<p>Parking Spaces</p> <p>Required: <i>Off-street parking standards of this chapter apply to any new development and to any new established uses.</i></p> <p>Retail Trade, CC District: <i>Two (2) spaces per 1,000 gross square feet.</i> Residential, CC District: <i>One (1) space per 1,500 net square feet.</i></p> <p>Proposed: <i>Retail Trade gross square feet: 1,497 = 1.5 parking spaces required</i> <i>Residential, net square feet: 2,102 = 1.4 parking spaces required</i> <i>Total: 3 parking spaces required</i></p> <p><i>The applicant is proposing four (4) on-site parking spaces on-site.</i></p>																					
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>17.124.040</p> <p><i>Commission Comments</i></p>	<p>Floor Area Ratios and Community Housing</p> <p>The project shall comply with the requirements of 17.124.040 as adopted on the date a building permit is submitted for the project.</p> <p>Permitted in CC <i>Permitted Gross FAR: 1.0</i> <i>Inclusionary Housing Incentive: 2.25</i></p> <table style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <thead> <tr> <th colspan="3" style="text-align: center; border-bottom: 1px solid black;">Total Floor Area</th> </tr> <tr> <th style="width: 30%;"></th> <th style="width: 35%; text-align: center; border-bottom: 1px solid black;"><i>Proposed</i></th> <th style="width: 35%; text-align: center; border-bottom: 1px solid black;"><i>Existing</i></th> </tr> </thead> <tbody> <tr> <td style="border-bottom: 1px solid black;">Basement</td> <td style="text-align: center; border-bottom: 1px solid black;">N/A</td> <td style="text-align: center; border-bottom: 1px solid black;">N/A</td> </tr> <tr> <td style="border-bottom: 1px solid black;">1st Floor</td> <td style="text-align: center; border-bottom: 1px solid black;">1,975 GSF</td> <td style="text-align: center; border-bottom: 1px solid black;">N/A</td> </tr> <tr> <td style="border-bottom: 1px solid black;">2nd Floor</td> <td style="text-align: center; border-bottom: 1px solid black;">2,037 GSF</td> <td style="text-align: center; border-bottom: 1px solid black;">N/A</td> </tr> <tr> <td style="border-bottom: 1px solid black;">3rd Floor</td> <td style="text-align: center; border-bottom: 1px solid black;">113 GSF</td> <td style="text-align: center; border-bottom: 1px solid black;">N/A</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Total</td> <td style="text-align: center; border-bottom: 1px solid black;">4,125 GSF</td> <td style="text-align: center; border-bottom: 1px solid black;">N/A</td> </tr> </tbody> </table> <p>Proposed FAR: 1.00 (4,125 sf/4,125 sf) Note: excludes two garage parking spaces, and stair-well above ground floor.</p> <p>Community Housing <i>None at this time.</i></p>	Total Floor Area				<i>Proposed</i>	<i>Existing</i>	Basement	N/A	N/A	1 st Floor	1,975 GSF	N/A	2 nd Floor	2,037 GSF	N/A	3 rd Floor	113 GSF	N/A	Total	4,125 GSF	N/A
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2 nd Floor	2,037 GSF	N/A																							
3 rd Floor	113 GSF	N/A																							
Total	4,125 GSF	N/A																							
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>17.18.130 & 17.08.020</p> <p><i>Commission Comments</i></p>	<p>Zoning Matrix & Definitions</p> <p>17.18.130: Community Core District (CC)</p> <p>A. Purpose. The purpose of the CC community core district is to promote a compact and cohesive center of commerce and culture, to promote an attractive and safe pedestrian environment which includes sidewalks, gathering spaces, streetscape amenities and landscaping, to retain the unique small town scale and character and to encourage buildings which respect Ketchum's historical and geographic context while providing diversity. Compatible mixed uses including retail, office, residential and cultural uses are encouraged. Commercial uses are concentrated in the CC district which is consistent with the city's comprehensive plan and the downtown master plan.</p> <p>D. Subdistricts. Subdistricts specify areas of special characteristic within the community core which are designated on the City of Ketchum Zoning Map.</p>																					

				<p>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 City Engineer. Any approved in-lieu contribution shall be paid before the City issues a certificate of occupancy.</p> <p><i>Commission Comments</i> Staff does not recommend a contribution in-lieu for this project.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(C)(1)	<p>All storm water shall be retained on site.</p> <p><i>Commission Comments</i> The applicant has satisfied this requirement.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(C)(2)	<p>Drainage improvements constructed shall be equal to the length of the subject property lines adjacent to any public street or private street.</p> <p><i>Commission Comments</i> All drainage improvements meet this requirement.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(C)(3)	<p>The City Engineer may require additional drainage improvements as necessary, depending on the unique characteristics of a site.</p> <p><i>Commission Comments</i> Additional drainage improvements are not recommended at this time.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(C)(4)	<p>Drainage facilities shall be constructed per City standards.</p> <p><i>Commission Comments</i> The proposed drainage facilities meet this requirement.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(D)(1)	<p>All utilities necessary for the development shall be improved and installed at the sole expense of the applicant.</p> <p><i>Commission Comments</i> The applicant is aware of this requirement and the plans show all utilities location. See comments from the City Utilities department for additional comment.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(D)(2)	<p>Utilities shall be located underground and utility, power, and communication lines within the development site shall be concealed from public view.</p> <p><i>Commission Comments</i> The site is currently served by utilities that have been located underground and/or concealed from public view, with the exception of the powerline that runs north to south. The applicant has stated that the overhead powerline remain above ground. For reference, the site plan (SP1) indicates that overhead utilities will be located underground, and existing utilities serving 231 Sun Valley Road will be located underground. Should Idaho Power require that the overhead power lines be located underground, the applicant will comply with this requirement prior to the issuance of a Certificate of Occupancy.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(D)(3)	<p>When extension of utilities is necessary all developers will be required to pay for and install two (2") 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.</p> <p><i>Commission Comments</i> The applicant is aware of this requirement and will comply with these standards and receive approval from the City Engineer prior to the issuance of a Certificate of Occupancy.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(E)(1)	<p>The project's materials, colors and signing shall be complementary with the townscape, surrounding neighborhoods and adjoining structures.</p> <p><i>Commission Comments</i> As indicated in the renderings, materials appear to be in keeping with the architecture and overall design of the surrounding properties, and the proposed signing does not conflict with the adjoining structures.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(E)(2)	<p>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.</p> <p><i>Commission Comments</i> There are no identified landmarks on the property.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.060(E)(3)	<p>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.</p> <p><i>Commission Comments</i> N/A.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(F)(1)	<p>Building(s) shall provide unobstructed pedestrian access to the nearest sidewalk and the entryway shall be clearly defined.</p>

			<i>Commission Comments</i>	<i>The proposed building provides unobstructed pedestrian access to the sidewalk adjacent and parallel to Sun Valley Road.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(F)(2)	The building character shall be clearly defined by use of architectural features.
			<i>Commission Comments</i>	<p><i>The south facing façade, which is facing Sun Valley Road, is considered the front façade. The form of the structure is broken up into two distinctive masses, which consist of retail space and a garage on the ground floor, and residential space on the second floor. An ancillary mass on the third floor is 234 square feet in size and will be used to access the rooftop deck.</i></p> <p><i>The ground level façade is clad in a beige hue rustic, reclaimed brick material that is arranged horizontally and incorporates vertical windows along the length of the building.</i></p> <p><i>The second floor façade is clad in a light grey horizontal siding, which is complementary to the beige brick material below. Additionally, balcony space defined by horizontal railing is incorporated into the second floor, which provides further definition to the second floor facade while the balcony overhang provides pedestrian shelter over the ground floor entrance below. The combination of architectural elements provide depth to the building and reduce the appearance of bulk.</i></p> <p><i>On the third floor the applicant has provided glazing on the stairwell that provides access to the rooftop deck space. The rooftop deck space is enclosed by a metal guardrail with steel posts and cable rail with a decorative design.</i></p> <p><i>Windows with black steel casings are proposed along the east (alley facing) and north facing facades and at the second floor of the south facing façade. The same materials used at the front facing façade are incorporated at the east facing façade, which fronts the alleyway. Additionally, vertical cables clad in Hilliana Japanese honeysuckle vine are proposed along all sides of the third story circulation space and the edges of the deck at the second floor.</i></p> <p><i>The north façade, which faces toward a parking area on the adjacent lot to the north, is clad in a lighter hand smooth stucco troweled finish. On the north façade the applicant has included windows at the second and third levels of the proposed building. The second and third floor will be stepped back slightly to reduce the appearance of bulk.</i></p> <p><i>At the March 13th public hearing, the applicant and Commission agreed that the applicant would provide a break in the north facing façade to reduce the appearance of bulk and flatness. The applicant has since provided updated elevations which detail the addition of a railing at the north facing façade. Additionally, the applicant has proposed to utilize a medium grey hand troweled two coat synergy stucco finish, accented by a light taupe hand troweled three coat synergy stucco finish. The applicant has also shown a natural existing concrete retaining wall to be cleaned and sealed, visible from the lower parking lot to the north of the property.</i></p> <p><i>The western facing façade abuts an existing adjoining building and the ground level and second floors are hidden from view.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(F)(3)	There shall be continuity of materials, colors and signing within the project.
			<i>Commission Comments</i>	<i>The proposed materials, colors and signing of the project satisfy this requirement. The applicant has utilized a light grey horizontal siding, rustic reclaimed brick in beige, steel C-Channel beams and columns, a steel plate guardrail used as the second-floor deck guardrail, and vertical cables that will be clad in Hilliana Japanese honeysuckle vine and will be located along the third floor circulation space and the second floor deck, flashings, parapet caps, railings, and perforated guardrails throughout the</i>

				<i>façade of the buildings. Metal roof awnings with a blackened steel angle brace have been included throughout the building.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(F)(4)	Accessory structures, fences, walls and landscape features within the project shall match or complement the principal building.
			<i>Commission Comments</i>	<i>The proposed landscape features, which primarily front Sun Valley Road, serve to compliment the principal building.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(F)(5)	Building walls shall provide undulation/relief, thus reducing the appearance of bulk and flatness.
			<i>Commission Comments</i>	<i>The proposed elevation views provided by the applicant show that all building walls provide undulation and relief, serving to reduce the appearance of bulk and flatness. The variation in material and material color palette at the along the south and east facing facades provides depth to all facades of the building.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(F)(6)	Building(s) shall orient towards their primary street frontage.
			<i>Commission Comments</i>	<i>The front entrance of the building orients towards Sun Valley Road.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(F)(7)	Garbage storage areas and satellite receivers shall be screened from public view and located off alleys.
			<i>Commission Comments</i>	<i>Plans indicate that garbage storage areas are indicated to be screened and enclosed at the southeast portion of the property.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(F)(8)	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>Commission Comments</i>	<i>The design of the building is such that pedestrian gathering areas are covered by a roof overhang.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(G)(1)	Pedestrian, equestrian and bicycle access shall be located to connect with existing and anticipated easements and pathways.
			<i>Commission Comments</i>	<i>There are multiple pedestrian access points which are located in such a way as to connect with existing sidewalks that run parallel to the subject property. There are no existing, or anticipated easements on the site.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.060(G)(2)	Awnings extending over public sidewalks shall extend five (5') feet or more across the public sidewalk but shall not extend within two (2') feet of parking or travel lanes within the right of way.
			<i>Commission Comments</i>	<i>N/A</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(G)(3)	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>Commission Comments</i>	<i>The proposed parking areas are located off of the adjacent alleyway from the site. The four on-site parking spaces, which are accessed from the ally, are unlikely to significantly impede pedestrian or vehicle circulation around the site.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(G)(4)	Curb cuts and driveway entrances shall be no closer than twenty (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>Commission Comments</i>	<i>No curb cut to Sun Valley Road is proposed.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(G)(5)	Unobstructed access shall be provided for emergency vehicles, snowplows, garbage trucks and similar service vehicles to all necessary locations within the proposed project.
			<i>Commission Comments</i>	<i>Emergency and service vehicles can access the site from both Sun Valley Road (south) and a side alleyway (east), providing unobstructed access for emergency vehicles, snowplows, and garbage trucks.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(H)(1)	Snow storage areas shall not be less than thirty percent (30%) of the improved parking and pedestrian circulation areas.
			<i>Commission Comments</i>	<i>N/A. The applicant is proposing snow melt on all paved surfaces.</i>

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(H)(2)	Snow storage areas shall be provided on-site.
			<i>Commission Comments</i>	<i>N/A. The applicant is proposing snow melt on all paved surfaces.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(H)(3)	A designated snow storage area shall not have any dimension less than five (5') feet and shall be a minimum of twenty five (25) square feet.
			<i>Commission Comments</i>	<i>N/A. See above comment.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(H)(4)	In lieu of providing snow storage areas, snow melt and hauling of snow may be allowed.
			<i>Commission Comments</i>	<i>The applicant is proposing snow melt on all paved surfaces. Additional snow hauling is not recommended at this time.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(I)(1)	Landscaping is required for all projects.
			<i>Commission Comments</i>	<i>Landscaping is provided and denoted in the landscaping plans.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(I)(2)	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>Commission Comments</i>	<i>See comment from the City Arborist located in Table 1. The applicant shall replace the proposed green ash with the proposed alternative Tilia cordata little leaf Linden All other landscaping materials and vegetation types satisfy this requirement.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(I)(3)	All trees, shrubs, grasses and perennials shall be drought tolerant. Native species are recommended but not required.
			<i>Commission Comments</i>	<i>See above.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(I)(4)	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>Commission Comments</i>	<i>Substantial landscaping is proposed along Sun Valley Road Street frontage, which serves to provide a buffer between the proposed residential and retail uses of the site and the adjacent pedestrian and vehicular traffic.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060(J)(1)	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>Commission Comments</i>	<i>No additional amenities are proposed.</i>

Table 4: Design Review Standards for Community Core Projects

IMPROVEMENTS AND STANDARDS: 17.96.070 - Community Core (CC) Projects				
In addition to the requirements of section 17.96.060 of this chapter, unless otherwise specified, the standards of this section apply to projects in the Community Core district. The purpose of this section is to ensure the addition of high quality architecture for new development, while maintaining the unique character of existing building stock found in the Community Core.				
Yes	No	N/A	City Code	City Standards and Commission Comments
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.070 A(1)	Street trees, street lights, street furnishings, and all other street improvements shall be installed or constructed as determined by the Public Works Department.
			<i>Commission Comments</i>	<i>See comment from the City Public Works Department located in Table 1. The applicant shall address all concerns stated by the Public Works Department. The applicant is currently proposing to reconstruct the sidewalk along Sun Valley Road, as recommend by the Public Works Department. All final street trees, street lights, and street furnishings, and other street improvements shall be approved by the Public Works Department upon final inspection, and prior to the issuance of a Certificate of Occupancy.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.070(A)(2) Streets	Street trees with a minimum caliper size of three (3") inches, shall be placed in tree grates.

			<i>Commission Comments</i>	<i>The City Arborist has reviewed the street tree location and has no concerns regarding tree location at this time. The final street tree caliper size shall be approved by the City Arborist upon final inspection, and prior to the issuance of a Certificate of Occupancy.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.070(A)(3)	Due to site constraints, the requirements if this subsection 17.96.070.A may be modified by the Public Works Department.
			<i>Commission Comments</i>	<i>N/A. No modifications to the requirements of this subsection 17.96.070.A have been recommended by the Public Works Department at this time.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.070 (B)(1)	Facades facing a street or alley or located more than five (5') 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.
			<i>Commission Comments</i>	<i>The north, east and south facades have been designed to include both solid surfaces and window openings intended to avoid the creation of blank walls. The north and west facing walls are setback zero feet (0') from the interior property line. See staff comment in Table 3, section 17.96.060(F) (3) for further detail. The west wall adjoins an interior side property line and will be designed to meet building code fire separation requirements.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	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.
			<i>Commission Comments</i>	<i>The applicant has included storefront windows and doors into the main retail entrance of the proposed building. The proposed design includes ground floor storefront windows and doors with a clear transparent glass. Landscaping planters have been included in the proposed design of the plaza area.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.070 (B)(3)	For nonresidential portions of buildings, front facades shall be designed to not obscure views into windows.
			<i>Commission Comments</i>	<i>The proposed design of the front facing façade (Sun Valley Road) does not obscure views into windows.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.070 (B)(4)	Roofing forms and materials shall be compatible with the overall style and character of the structure. Reflective materials are prohibited.
			<i>Commission Comments</i>	<i>The applicant is proposing the use of a flat top roof which is compatible with the overall style and character of the structure. The roof will also serve as a deck for the residence of the property. No reflective materials have been proposed at this time.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.070 (B)(5)	All pitched roofs shall be designed to sufficiently hold all snow with snow clips, gutters, and downspouts.
			<i>Commission Comments</i>	<i>The applicant is proposing a flat top roof with a portion of it designated to be used as a deck for the on-site residence.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.070 (B)(6)	Roof overhangs shall not extend more than three (3') feet over a public sidewalk. Roof overhangs that extend over the public sidewalk shall be approved by the Public Works Department.
			<i>Commission Comments</i>	<i>No roof overhangs over a public sidewalk are proposed at this time.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.070 (B)(7)	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>Commission Comments</i>	<i>N/A</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.070(C)(1)	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>Commission Comments</i>	<i>The proposed trash disposal area is located at the south-east corner of the principal building. The trash disposal area is fully enclosed within the building, and is proposed to be screened from public. The trash disposal area is not proposed to be located within the public right of way.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.070(C)(2)	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>Commission Comments</i>	<i>The applicant will work to ensure that all roof and ground mounted mechanical and electrical equipment be fully screened from public view. Mechanical equipment will not exceed ten-feet (10') over the maximum building height and must be set back a minimum of ten-feet (10)' from property lines. All roof and ground mounted mechanical and electrical equipment shall be fully screened from public view. The final screening, location and height of all ground and roof mounted mechanical equipment shall be approved upon final inspection and prior to the issuance of a Certificate of Occupancy.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.070(D)(1)	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>Commission Comments</i>	<i>N/A. No healthy/mature trees have been identified on-site.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.070(D)(2)	Trees that are placed within a courtyard, plaza, or pedestrian walkway shall be placed within tree wells that are covered by tree grates.
			<i>Commission Comments</i>	<i>The applicant is proposing that the two street trees along Sun Valley Road, will be placed in tree wells and covered by tree grates which shall receive final approval by the City Engineer, prior to the issuance of a Certificate of Occupancy. See comments from the City Arborist located in Table 1.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.070(D)(3)	The city arborist shall approve all parking lot and replacement trees.
			<i>Commission Comments</i>	<i>N/A.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.070(E)(1)	Surface parking lots shall be accessed from off the alley and shall be fully screened from the street.
			<i>Commission Comments</i>	<i>N/A. A total of four (4) parking spaces have been located off the adjacent alley. These parking spaces do not constitute a parking lot.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.070(E)(2)	Surface parking lots shall incorporate at least one (1) tree and one (1) additional tree per ten (10) onsite 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>Commission Comments</i>	<i>N/A.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.070(E)(3)	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>Commission Comments</i>	<i>The applicant is proposing one planter box located at the south-east section of the property. The planter will serve as a buffer between the two on-site parking spaces and pedestrian traffic along Sun Valley Road.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.070(F)(1)	One (1) bicycle rack, able to accommodate at least two (2) bicycles, shall be provided for every four (4) parking spaces as required by the proposed use. At a minimum, one (1) bicycle rack shall be required per development.
			<i>Commission Comments</i>	<i>The applicant is proposing two on-sight bicycle racks, located at the south-west corner of the property. Each proposed bicycle rack is able to accommodate at least two (2) bicycles. There are currently three (3) parking spaces required by the proposed uses on-site. The number of proposed bicycle racks satisfies this requirement. All bike racks shall be located on private property.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.070(F)(2)	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 (1/2) shall be adjusted to the next highest whole number.
			<i>Commission Comments</i>	<i>See above.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.070(F)(3)	Bicycle racks shall be clearly visible from the building entrance they serve and not mounted less than fifty (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>Commission Comments</i>	<i>The applicant will locate the bicycle racks no less than fifty-feet (50') from entrance of the building. The bike racks will be visible from the nearest entrance that they serve.</i>
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CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation organized under Article XII of the Idaho Constitution and the laws of the State of Idaho, Title 50, Idaho Code;
2. Under Chapter 65, Title 67 of the Idaho Code, the City has passed a land use and zoning code, Title 17;
3. The Commission has authority to hear the applicant's Design Review Application pursuant to Chapter 17.96 of Ketchum Code Title 17;
4. The project **does** meet the standards of approval under Chapter 17.96 of Zoning Code Title 17, as proposed;
5. The City of Ketchum Planning Department provided adequate notice for the review of this application;
6. All building and fire code requirements as dictated by 2012 family of international building codes shall apply to all construction onsite;
7. Per Title 17, Section 17.96.090: TERM OF APPROVAL: The term of design review approval shall be twelve (12) months from the date that findings of fact, conclusions of law and decision are adopted by the Commission or upon appeal, the date the approval is granted by the Council subject to changes in zoning regulations;

DECISION

THEREFORE, the Ketchum Planning and Zoning Commission **approves** this Design Review application this Monday, March 13th, 2017 subject to the following conditions:

1. All departmental conditions as described in Tables 1, 2 and 3;
2. This Design Review approval is based on the plans and information presented and approved at the meeting on the date noted herein. Building Permit plans must conform to the approved Design Review plans unless otherwise approved in writing by the Planning and Zoning Commission or Administrator. Any building or site discrepancies which do not conform to the approved plans will be subject to removal;
3. All Design Review elements shall be completed prior to final inspection/occupancy;
4. Any work in the right of way will require a right of way encroachment permit, reviewed and approved by the City before installation;
5. The applicant will substitute the green ash with *Tilia cordata* little leaf Linden, or a suitable alternative approved by the City Arborist prior to the issuance of a Certificate of Occupancy;
6. The applicant shall obtain written approval from Idaho Power stating that all appropriate buffers around power lines have been met prior to the issuance of a building permit;
7. The project shall comply with the requirements of 17.124.040 as adopted on the date that a building permit is issued for the project;
8. Plans shall be stamped by an architect, licensed in the state of Idaho, prior to submission for a building permit;

9. The applicant shall reduce the appearance of bulk and flatness at the north facing façade of the building, as discussed at the Public Hearing on March 13th, 2017, by providing a break in the façade and a railing element or similar feature, prior to the signing of the Findings of Fact;
10. The applicant will provide an updated materials board and color palette prior to the signing of the Findings of Fact;
11. An update Civil Plan, stamped by a licensed engineer, shall be submitted and approved prior to the signing of the Findings of Fact; and
12. A construction management plan shall be approved by staff prior to the issuance of a building permit pursuant to the standards set forth in City of Ketchum Municipal Code, Chapter 15.06.

Findings of Fact **adopted** this 8th day of May, 2017.

Jeff Lamoureux
Planning and Zoning Commission Chairperson

IN RE:)
)
 Thunder Spring Residences) **KETCHUM PLANNING AND ZONING COMMISSION**
) **FINDINGS OF FACT, CONCLUSIONS OF LAW AND**
) **DECISION**
 Final Plat Sublots 1 & 2)
)
)
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File Number: 17-025

PROJECT: Thunder Spring Residences Townhome Final Plat Sublots 1 & 2

OWNERS: IEG/NCP Thunder Spring LLC

REPRESENTATIVE: Robert Parker

REQUEST: Final plat approval for sublots 1 & 2 of a nine (9) subplot townhouse subdivision

NOTICE: Notice is not required for the Planning and Zoning Commission’s approval of the Final Plat.

ZONING: Tourist (T)

GENERAL FINDINGS OF FACT

1. The subject property is located in the Tourist (T) District and contains a lot size of 1.17 acres. The development received Preliminary Plat, Design Review, and a Planned Unit Development (PUD) Conditional Use Permit (CUP) from the Commission in 2015. Thereafter, the applicant applied for and received a building permit for the two-unit townhouse being built on Sublots 1 & 2. The applicant also applied for and received a building permit for the two-unit townhouse being built on Sublots 3 & 4 and has also submitted a Final Plat application for Sublots 3 & 4. In 2016 the development received Preliminary Plat approval for all nine (9) townhouse sublots from the City Council.
2. A preliminary plat approved by Council must receive Final Plat approval from Council within one year of Council’s approval of the preliminary plat, otherwise the plat is null and void (Ketchum Municipal Code 16.04.030.H). However, because this development is part of a PUD-CUP and a Development Agreement, the townhouses may receive Final Plat approval in phases.
3. The Final Plat will first be considered by the Planning and Zoning Commission. Per KMC 16.04.030.F, if the Final Plat substantially conforms to the Preliminary Plat and the final plat is in compliance with all requirements the Commission shall approve the Final Plat and the chairperson shall affix the date of acceptance and his or her signature on the final plat. Thereafter the Final Plat shall be transmitted to City Council for approval. If the Final Plat conforms to all requirements of this chapter, all conditions place upon the Preliminary Plat, and all requirements of Idaho law, Council shall approve the final plat. However, the Final Plat shall not be signed by the city clerk and recorded until the townhomes have received a certificate of occupancy, the CC&Rs have been recorded, and all design review elements as approved by the planning and zoning administrator have been completed.

City Department Conclusions					
Compliant			Standards and Staff Comments		
Yes	No	N/A	City Code	City Standards and Staff Comments	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I	Complete Application	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	City Department Comments	Police Department: <ul style="list-style-type: none"> No new comments. 	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Fire Department: <ul style="list-style-type: none"> No new comments. 	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		City Engineer: <ul style="list-style-type: none"> No new comments. 	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Streets: <ul style="list-style-type: none"> No new comments. 	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Utilities: <ul style="list-style-type: none"> No new comments. 	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Building: <ul style="list-style-type: none"> No new comments. 	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Planning and Zoning: <ul style="list-style-type: none"> See comments throughout staff report. 	

Compliance with Zoning District					
Compliant			Standards and Staff Comments		
Yes	No	N/A	Regulation	City Standards and Staff Comments	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.52.010.J	Lot Area	
			Staff Comments	Building Lot Coverage: The T district requires a minimum of 35% open space. The applicant is proposing 41.5% open space.	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.52.010.I & 17.52.010.F	Building Height, Setbacks and Waivers	
			Staff Comments	Required for Building Heights: <ul style="list-style-type: none"> 35 feet for Buildings with a roof pitch under 5:12. 	

				<ul style="list-style-type: none"> For buildings with a roof pitch greater than 5:12, the maximum height to the mean point of the ridge or ridges measured from the eaves line to the ridge top shall be 35 feet. Roof ridges above the mean point may extend up to 44 feet. <p>Required for Building Setbacks: FRONT: 15 feet REAR: One foot for every three feet in building height or 10 feet, whichever is more SIDE: One foot for every 3 feet in building height or five feet, whichever is more</p> <p>Proposed: The project meets all required setbacks except for waivers which are requested in the CUP Planned Unit Development application.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.124.060.M Staff Comments	Curb Cut Required: A total of 35% of the linear distance of any street frontage may be devoted to access to off street parking. Proposed: The plans indicate that the proposed curb cuts are less than 35% of the street frontage.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.124.060.A(1) Staff Comments	Parking Spaces Required: 1-1/2 spaces for every one-family dwelling or duplex unit. The proposed nine (9) units require a minimum of 14 spaces. Proposed: The applicant is proposing 18 garage parking spaces (two per unit) and 12 guest parking spaces. Additionally, six (6) on-street parking spaces have been added to Valleywood Road.

Townhouse Final Plat Requirements				
Compliant			Standards and Staff Comments	
Yes	No	N/A	City Code	City Standards and Staff Comments
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.B OWNER'S DOCUMENTS	The subdivider of the townhouse project shall submit with the preliminary plat application a copy of the proposed party wall agreement and any proposed document(s) creating an association of owners of the proposed townhouse sublots, which shall adequately provide for the control and maintenance of all commonly held facilities, garages, parking and/or open spaces.
			Staff Comments	The applicant submitted draft CC&Rs with the preliminary plat application. The draft CC&Rs are attached and the final CC&Rs shall be recorded simultaneously with recordation of the final plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.D FINAL PLAT PROCEDURE	1. The Final Plat procedure contained in subsection 16.04.030F shall be followed. However, the final plat shall not be signed by the city clerk and recorded until the townhouse has received:

				<p>a. A certificate of occupancy issued by the city of Ketchum; and</p> <p>b. completion of all design review elements as approved by the planning and zoning administrator.</p> <p>2. The Council may accept a security agreement for any design review elements not completed on a case by case basis pursuant to section 17.96.110 of this code.</p>
				<i>The final plat procedure shall be followed. The above requirements have been made conditions of approval.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.E GARAGE	<p>All garages shall be designated on the preliminary and final plats and on all deeds as part of the particular townhouse units. Detached garages may be platted on separate sublots; provided, that the ownership of detached garages is tied to specific townhouse units on the townhouse plat and in any owner's documents, and that the detached garage(s) may not be sold and/or owned separate from any dwelling unit(s) within the townhouse development.</p>
			<i>Staff Comments</i>	<i>The footprints of the attached garage for each unit are outlined on the Final Plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.F GENERAL APPLICABILITY	<p>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 townhouse subdivisions.</p>
			<i>Staff Comments</i>	<i>All applicable city provisions are found to be in compliance.</i>

CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation organized under Article XII of the Idaho Constitution and the laws of the State of Idaho, Title 50, Idaho Code.
2. Under Chapter 65, Title 67 of the Idaho Code, the City has passed a land use and subdivision ordinance, Title 16.
3. The City of Ketchum Planning Department provided adequate notice of the time, place and summary of the applicant’s proposal to be heard by the Commission for review of this application.
4. The proposed preliminary plat does meet the standards of approval under Title 16, Chapter 16.04, subject to conditions of approval.
5. This approval is given for the final townhome plat for Thunder Spring Residences Sublots 1 & 2, plans dated April 2017 by IEG/NCP Thunder Spring LLC.

DECISION

Findings of Fact, Thunder Spring Residences, Sublots 1 & 2, signed 05-08-2017
 City of Ketchum, Planning & Building Department

THEREFORE, The Ketchum Planning and Zoning Commission **approves** this Final Plat application this 8th day of May, 2017, subject to the following conditions:

1. The Covenants, Conditions and Restrictions (CC&R's) shall be simultaneously recorded with the final plat, and the city will not now, nor in the future, determine the validity of the CC&R's;
2. The failure to obtain final plat approval by the Council, of an approved preliminary plat, within one (1) year after approval by the Council shall cause all approvals of said preliminary plat to be null and void;
3. The recorded plat shall show minimum of two Blaine County Survey Monuments with ties to the property and an inverse between the two monuments. The Survey Control Monuments shall be clearly identified on the face map;
4. An electronic CAD file shall be submitted to the City of Ketchum prior to final plat signature by the City Clerk. The electronic CAD file shall be submitted to the Blaine County Recorder's office concurrent with the recording of the Plat containing the following minimum data:
 - a. Line work delineating all parcels and roadways on a CAD layer/level designated as "parcel";
 - b. Line work delineating all roadway centerlines on a CAD layer/level designated as "road"; and,
 - c. Line work that reflects the ties and inverses for the Survey Control Monuments shown on the face of the Plat shall be shown on a CAD layer/level designated as "control; and,
5. All information within the electronic file shall be oriented and scaled to Grid per the Idaho State Plane Coordinate System, Central Zone NAD1983 (1992), US Survey Feet, using the Blaine County Survey Control Network. Electronic CAD files shall be submitted in a ".dwg," ".dgn" or ".shp" format and shall be submitted digitally to the City on a compact disc. When the endpoints of the lines submitted are indicated as coincidental with another line, the CAD line endpoints shall be separated by no greater than 0.0001 drawing units.
6. The applicant shall provide a copy of the recorded final plat to the Department of Planning and Building for the official file on the application.
7. All requirements of the Fire, Utility, Building, Planning and Public Works departments of the City of Ketchum shall be met. All public improvements shall meet the requirements of the Public Works Department.
8. The Final Plat shall not be signed by the City Clerk and recorded until the townhouse has received:
 - a. An approved Certificate of Occupancy from the Ketchum Building Official; and,
 - b. Completion of all design review elements as approved by the Planning and Zoning Administrator
9. The Council may accept a security agreement for any design review elements not completed on a case by case basis pursuant to section 17.96.120

Jeff Lamoureux,
Planning and Zoning Commission Chairperson

IN RE:)
)
 Thunder Spring Residences) **KETCHUM PLANNING AND ZONING COMMISSION**
) **FINDINGS OF FACT, CONCLUSIONS OF LAW AND**
) **DECISION**
 Final Plat Sublots 3 & 4)
)
)
)
)

File Number: 17-025

PROJECT: Thunder Spring Residences Townhome Final Plat Sublots 3 & 4

OWNERS: IEG/NCP Thunder Spring LLC

REPRESENTATIVE: Robert Parker

REQUEST: Final plat approval for sublots 3 & 4 of a nine (9) subplot townhouse subdivision

NOTICE: Notice is not required for the Planning and Zoning Commission’s approval of the Final Plat.

ZONING: Tourist (T)

GENERAL FINDINGS OF FACT

1. The subject property is located in the Tourist (T) District and contains a lot size of 1.17 acres. The development received Preliminary Plat, Design Review, and a Planned Unit Development (PUD) Conditional Use Permit (CUP) from the Commission in 2015. Thereafter, the applicant applied for and received a building permit for the two-unit townhouse being built on Sublots 3 & 4. The applicant also applied for and received a building permit for the two-unit townhouse being built on Sublots 1 & 2 and has also submitted a Final Plat application for Sublots 1 & 2. In 2016 the development received Preliminary Plat approval for all nine (9) townhouse sublots from the City Council.
2. A preliminary plat approved by Council must receive Final Plat approval from Council within one year of Council’s approval of the preliminary plat, otherwise the plat is null and void (Ketchum Municipal Code 16.04.030.H). However, because this development is part of a PUD-CUP and a Development Agreement, the townhouses may receive Final Plat approval in phases.
3. The Final Plat will first be considered by the Planning and Zoning Commission. Per KMC 16.04.030.F, if the Final Plat substantially conforms to the Preliminary Plat and the final plat is in compliance with all requirements the Commission shall approve the Final Plat and the chairperson shall affix the date of acceptance and his or her signature on the final plat. Thereafter the Final Plat shall be transmitted to City Council for approval. If the Final Plat conforms to all requirements of this chapter, all conditions place upon the Preliminary Plat, and all requirements of Idaho law, Council shall approve the final plat. However, the Final Plat shall not be signed by the city clerk and recorded until the townhomes have received a certificate of occupancy, the CC&Rs have been recorded, and all design review elements as approved by the planning and zoning administrator have been completed.

City Department Conclusions					
Compliant			Standards and Staff Comments		
Yes	No	N/A	City Code	City Standards and <i>Staff Comments</i>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I	Complete Application	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	City Department Comments	Police Department: <ul style="list-style-type: none"> No new comments. 	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Fire Department: <ul style="list-style-type: none"> No new comments. 	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		City Engineer: <ul style="list-style-type: none"> No new comments. 	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Streets: <ul style="list-style-type: none"> No new comments. 	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Utilities: <ul style="list-style-type: none"> No new comments. 	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Building: <ul style="list-style-type: none"> No new comments. 	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Planning and Zoning: <ul style="list-style-type: none"> See comments throughout staff report. 	

Compliance with Zoning District					
Compliant			Standards and Staff Comments		
Yes	No	N/A	Regulation	City Standards and <i>Staff Comments</i>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.52.010.J	Lot Area	
			<i>Staff Comments</i>	Building Lot Coverage: The T district requires a minimum of 35% open space. The applicant is proposing 41.5% open space.	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.52.010.I & 17.52.010.F	Building Height, Setbacks and Waivers	
			<i>Staff Comments</i>	Required for Building Heights: <ul style="list-style-type: none"> 35 feet for Buildings with a roof pitch under 5:12. 	

				<ul style="list-style-type: none"> For buildings with a roof pitch greater than 5:12, the maximum height to the mean point of the ridge or ridges measured from the eaves line to the ridge top shall be 35 feet. Roof ridges above the mean point may extend up to 44 feet. <p>Required for Building Setbacks: FRONT: 15 feet REAR: One foot for every three feet in building height or 10 feet, whichever is more SIDE: One foot for every 3 feet in building height or five feet, whichever is more</p> <p>Proposed: The project meets all required setbacks except for waivers which are requested in the CUP Planned Unit Development application.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.124.060.M Staff Comments	Curb Cut Required: A total of 35% of the linear distance of any street frontage may be devoted to access to off street parking. Proposed: The plans indicate that the proposed curb cuts are less than 35% of the street frontage.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.124.060.A(1) Staff Comments	Parking Spaces Required: 1-1/2 spaces for every one-family dwelling or duplex unit. The proposed nine (9) units require a minimum of 14 spaces. Proposed: The applicant is proposing 18 garage parking spaces (two per unit) and 12 guest parking spaces. Additionally, six (6) on-street parking spaces have been added to Valleywood Road.

Townhouse Final Plat Requirements				
Compliant			Standards and Staff Comments	
Yes	No	N/A	City Code	City Standards and Staff Comments
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.B OWNER'S DOCUMENTS	<p>The subdivider of the townhouse project shall submit with the preliminary plat application a copy of the proposed party wall agreement and any proposed document(s) creating an association of owners of the proposed townhouse sublots, which shall adequately provide for the control and maintenance of all commonly held facilities, garages, parking and/or open spaces.</p> <p>Staff Comments The applicant submitted draft CC&Rs with the preliminary plat application. The draft CC&Rs are attached and the final CC&Rs shall be recorded simultaneously with recordation of the final plat.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.D FINAL PLAT PROCEDURE	<p>1. The Final Plat procedure contained in subsection 16.04.030F shall be followed. However, the final plat shall not be signed by the city clerk and recorded until the townhouse has received:</p>

				<p>a. A certificate of occupancy issued by the city of Ketchum; and</p> <p>b. completion of all design review elements as approved by the planning and zoning administrator.</p> <p>2. The Council may accept a security agreement for any design review elements not completed on a case by case basis pursuant to section 17.96.110 of this code.</p>
				<i>The final plat procedure shall be followed. The above requirements have been made conditions of approval.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.E GARAGE	<p>All garages shall be designated on the preliminary and final plats and on all deeds as part of the particular townhouse units. Detached garages may be platted on separate sublots; provided, that the ownership of detached garages is tied to specific townhouse units on the townhouse plat and in any owner's documents, and that the detached garage(s) may not be sold and/or owned separate from any dwelling unit(s) within the townhouse development.</p>
			<i>Staff Comments</i>	<i>The footprints of the attached garage for each unit are outlined on the Final Plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.F GENERAL APPLICABILITY	<p>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 townhouse subdivisions.</p>
			<i>Staff Comments</i>	<i>All applicable city provisions are found to be in compliance.</i>

CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation organized under Article XII of the Idaho Constitution and the laws of the State of Idaho, Title 50, Idaho Code.
2. Under Chapter 65, Title 67 of the Idaho Code, the City has passed a land use and subdivision ordinance, Title 16.
3. The City of Ketchum Planning Department provided adequate notice of the time, place and summary of the applicant's proposal to be heard by the Commission for review of this application.
4. The proposed preliminary plat does meet the standards of approval under Title 16, Chapter 16.04, subject to conditions of approval.
5. This approval is given for the final townhome plat for Thunder Spring Residences Sublots 3 & 4, plans dated April 2017 by IEG/NCP Thunder Spring LLC.

DECISION

Findings of Fact, Thunder Spring Residences, Sublots 3 & 4, signed 05-08-2017
 City of Ketchum, Planning & Building Department

THEREFORE, The Ketchum Planning and Zoning Commission **approves** this Final Plat application this 8th day of May, 2017, subject to the following conditions:

1. The Covenants, Conditions and Restrictions (CC&R's) shall be simultaneously recorded with the final plat, and the city will not now, nor in the future, determine the validity of the CC&R's;
2. The failure to obtain final plat approval by the Council, of an approved preliminary plat, within one (1) year after approval by the Council shall cause all approvals of said preliminary plat to be null and void;
3. The recorded plat shall show minimum of two Blaine County Survey Monuments with ties to the property and an inverse between the two monuments. The Survey Control Monuments shall be clearly identified on the face map;
4. An electronic CAD file shall be submitted to the City of Ketchum prior to final plat signature by the City Clerk. The electronic CAD file shall be submitted to the Blaine County Recorder's office concurrent with the recording of the Plat containing the following minimum data:
 - a. Line work delineating all parcels and roadways on a CAD layer/level designated as "parcel";
 - b. Line work delineating all roadway centerlines on a CAD layer/level designated as "road"; and,
 - c. Line work that reflects the ties and inverses for the Survey Control Monuments shown on the face of the Plat shall be shown on a CAD layer/level designated as "control"; and,
5. All information within the electronic file shall be oriented and scaled to Grid per the Idaho State Plane Coordinate System, Central Zone NAD1983 (1992), US Survey Feet, using the Blaine County Survey Control Network. Electronic CAD files shall be submitted in a ".dwg," ".dgn" or ".shp" format and shall be submitted digitally to the City on a compact disc. When the endpoints of the lines submitted are indicated as coincidental with another line, the CAD line endpoints shall be separated by no greater than 0.0001 drawing units.
6. The applicant shall provide a copy of the recorded final plat to the Department of Planning and Building for the official file on the application.
7. All requirements of the Fire, Utility, Building, Planning and Public Works departments of the City of Ketchum shall be met. All public improvements shall meet the requirements of the Public Works Department.
8. The Final Plat shall not be signed by the City Clerk and recorded until the townhouse has received:
 - a. An approved Certificate of Occupancy from the Ketchum Building Official; and,
 - b. Completion of all design review elements as approved by the Planning and Zoning Administrator
9. The Council may accept a security agreement for any design review elements not completed on a case by case basis pursuant to section 17.96.120

Jeff Lamoureux,
Planning and Zoning Commission Chairperson