



PLANNING AND ZONING COMMISSION AGENDA

Monday, February 8, 2016

1. 5:00 PM SITE VISIT: 500 N. Washington Avenue, Ketchum, Idaho (Ketchum, Lot 8, Block 15)
2. 5:30 PM- CALL TO ORDER: City Hall, 480 East Avenue North, Ketchum, Idaho
3. CONSENT CALENDAR
4. PUBLIC COMMENT
 - a. Communications from the public for items not on the agenda.
5. COMMUNICATIONS FROM STAFF
 - a. WITHDRAWN FROM AGENDA - Geneva Lofts Design Review: The Commission will discuss and take action on a Design Review application by Geneva Lofts, represented by David Hertel, located at 171 Sun Valley Road (Ketchum Townsite, East 55' X 50' of Lots 7&8, Block 57).
 - b. 151 South Main Hotel & Residences Condominium Subdivision Preliminary Plat: The Commission will hold a public hearing and take action on an application by Limelight Ketchum, LLC, represented by James R. Laski, for a Condominium Subdivision-Preliminary Plat. The subject property is located at 151 South Main Street (Ketchum, AM Lot 1A, Block 20 Ketchum Townsite).
 - c. Kneebone Mixed Use Pre-Application Design Review: The Commission will take public comment and discuss a pre-application design review request by Kneebone, LLC, represented by Stephen T. Kearns, located at 500 N. Washington Ave, Ketchum, ID (Ketchum Townsite, Lot 8, Block 15).
 - d. Zoning Ordinance Update - Phase II
6. FINDINGS OF FACT AND APPROVAL OF MINUTES
 - a. Dartnell Avalanche Deflection Wall Conditional Use Permit - Findings of Fact
 - b. Heidelberg Hill Design Review- Findings of Fact
 - c. Heidelberg Hill Mountain Overlay Design Review- Findings of Fact
 - d. Heidelberg Hill Townhouse Subdivision Preliminary Plat-Findings of Fact
 - e. Minutes: January 11, 2016
7. FUTURE PROJECTS AND NOTICING REQUIREMENTS
8. STAFF REPORTS & CITY COUNCIL MEETING UPDATE
9. COMMISSION REPORTS AND EX PARTE DISCUSSION DISCLOSURE
10. 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 & Building

February 8, 2016

Planning and Zoning Commission
City of Ketchum
Ketchum, Idaho

Commissioners:

STAFF REPORT
KETCHUM PLANNING AND ZONING COMMISSION
REGULAR MEETING OF FEBRUARY 8, 2016

PROJECT: 151 South Main Street Hotel and Residences Condominium Subdivision

FILE NUMBER: #15-163

OWNERS: Limelight Ketchum LLC

REPRESENTATIVE: James R. Laski, applicant's attorney

REQUEST: Condominium Subdivision Preliminary Plat approval to establish sixteen (16) condominium units and associated common areas.

LOCATION: 151 S. Main St, Ketchum, ID (Ketchum Townsite, AM Lot 1A, Block 20)

NOTICE: Property owners within 300 feet and affected agencies were mailed on Friday, January 15, 2016. Published in the Idaho Mountain Express on Wednesday, January 20, 2016.

PUBLIC NOTICE: The following notice was published in the Idaho Mountain Express on Wednesday, January 20, 2016 and mailed on Friday, January 15, 2016:

NOTICE OF A PUBLIC HEARING BEFORE THE KETCHUM PLANNING AND ZONING COMMISSION

Meeting Date:	Monday, February 8, 2016
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:	151 South Main Hotel & Residences
Project Location:	151 S. Main St, Ketchum, ID (Ketchum, AM Lot 1A, Block 20 Ketchum Townsite)
Applicant:	Limelight Ketchum LLC
Representative:	James R. Laski
Application Type:	Condominium Subdivision - Preliminary Plat
Project Description:	The applicant is proposing to replat Lot 1A, Block 20 into 16 condominium units. The property is 1.11 acres in size and zoned Community Core (CC) Sub-district A, Retail Core.

ZONING: Community Core (CC) Sub-district A, Retail Core

REVIEWER: Rebecca F. Bundy, Senior Planner / Building and Development Manager

RECOMMENDATION: Staff recommends approval, finding the application meets all applicable subdivision and zoning standards.

ATTACHMENTS:

- A. Applicant Submittal
 - Application form, dated December 22, 2015
 - Preliminary plat, dated January 16, 2016
 - Utility and Grading Plan, dated September 30, 2015
 - DRAFT Declaration of Covenants, Conditions and Restrictions for 151 South Main Hotel and Residences, stamped "received" on January 25, 2016
 - DRAFT Bylaws of 151 South Main Hotel and Residences Owner's Association, Inc., stamped "received" on January 25, 2016
 - Articles of Incorporation
- B. Public comment – None to date

STAFF ANALYSIS

The applicant is proposing to establish sixteen (16) condominium units, one being the hotel, another the ground floor retail space and the remaining fourteen (14) being residential condominium units, in addition to the associated common areas and limited common areas.

The units' configuration, size and layout conform to the approved Design Review, Planned Unit Development (PUD) and Building Permit plans for the project. The PUD approval supersedes the underlying zoning code requirements.

The following provides staff's comments and analysis regarding the proposed condominium preliminary plat.

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"> No comment. 	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Fire Department: <ul style="list-style-type: none"> No comment. 	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		City Engineer: <ul style="list-style-type: none"> No comment. 	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Streets: <ul style="list-style-type: none"> No comment. 	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Utilities: <ul style="list-style-type: none"> No comment. 	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Parks and Recreation: <ul style="list-style-type: none"> No comment. 	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Building: <ul style="list-style-type: none"> No comment. 	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Planning and Zoning: <ul style="list-style-type: none"> As outlined below in this staff report. 	

Preliminary Plat Requirements					
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	
			<i>Staff Comments</i>	<i>The application has been reviewed and determined to be complete.</i>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.060.B Preliminary Plat Procedure	The subdivider of the condominium project shall submit with the preliminary plat application a copy of the proposed bylaws and condominium declarations of the proposed condominium development. Said documents shall adequately provide for the control and maintenance of all common areas, recreational facilities and open space.	
			<i>Staff Comments</i>	<i>The applicant has submitted a draft copy of the proposed bylaws and condominium declaration of covenants, conditions and restrictions (CC&R's) that provide for control and maintenance of common areas, recreational facilities and open space. Please note that the City does not enforce CC&R's.</i>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.060.D Garage	All garages shall be designated on the preliminary and final plats and on all deeds as part of the particular condominium units. No garage may be condominiumized or sold separate from a condominium unit.	
			<i>Staff Comments</i>	<i>The garage is designated on the basement level of the plat. It identifies fourteen (14) parking spaces as residential limited common area. Article 7 of the CC&R's provides for the association to assign parking spaces for the exclusive use of each residential</i>	

Compliant			Standards and Staff Comments	
Yes	No	N/A	City Code	City Standards and Staff Comments
				<i>unit. As limited common area, no garage space may be condominiumized or sold separately from a residential condominium unit.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.060.E Storage Areas	Adequate storage areas shall be provided for boats, campers and trailers, as well as adequate interior storage space for personal property of the resident of each condominium unit.
			Staff Comments	<i>Each residential condominium has a dedicated storage room in the basement of the building that has been designated as limited common area. Article 7 of the CC&R's provides for the association to assign storage areas for the exclusive use of each unit. Storage is not allowed in the limited common area parking spaces. Section 13.9 of the CC&R's provides that boats, campers and trailers may not be stored on the premises. In addition, the hotel has storage in the basement and sporting equipment storage on the main floor.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.060.F Maintenance Building	A maintenance building or room shall be provided of adequate size and location for the type and size of the condominium project for storage of maintenance equipment and supplies for common areas.
			Staff Comments	<i>Maintenance facilities are provided in the form of common area and limited common area, located in the basement level of the building.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.060.G Open Space	The subdivider shall dedicate to the common use of the homeowners adequate open space of such shape and area usable and convenient to the residents of the condominium subdivision. Location of building sites and common area shall maximize privacy and solar access.
			Staff Comments	<i>Section 14.5 of the CC&R's provides for a residential unit owners easement over and across certain hotel limited common area (such as the porte-cochere and exterior open space plaza on the ground level) which will be maintained by the hotel unit owner. Each residential condominium unit also has its own limited common area in the form of a deck, exclusive to that unit.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.060.H 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 condominium subdivisions.
			Staff Comments	<i>As a condition of approval, all other provisions of this chapter and all applicable ordinances rules and regulations of the city and other governmental entities having jurisdiction shall be complied with by the condominium subdivision.</i>

STAFF RECOMMENDATION

Staff recommends approval of the proposed condominium preliminary plat, finding that it meets all applicable subdivision and zoning standards. The Commission should consider the full record of facts and evidence brought forward on this application based on staff reports, applicant information, public comments, and other relevant information. Based on the information presented and received, the following options should be considered by the Commission:

1. On the whole, the application is in compliance with the subdivision and zoning ordinances and other adopted or enforced city policies or codes and approve the condominium preliminary plat request with conditions 1-10 below.
2. On the whole, the application is not in compliance with the subdivision and zoning ordinances and other adopted or enforced city policies or codes and deny the request for a condominium preliminary plat because the following standards. (Commission to insert reasons for denial.)
3. If the Commission is not opposed to the entire application but only with certain aspects of the proposal, the Commission may amend and revise the proposal and/or modify conditions to address their concerns and proceed with approving the condominium preliminary plat application.
4. If the Commission does not feel they have all the information they need to make a decision they may require additional information to be brought forth at a future meeting.
5. The Commission may determine some other option based on the information presented at the public hearing.

PROPOSED MOTIONS

“I move to approve the condominium preliminary plat by Limelight Ketchum LLC for 151 South Main Street Hotel and Residences Condominium Subdivision with conditions 1-10 below;” or

“I move to deny the townhouse preliminary plat by Limelight Ketchum LLC for 151 South Main Street Hotel and Residences Condominium Subdivision because of the following standards.” (Commission to insert reasons for denial.)

PROPOSED 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 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”;
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 townhouse has received:
 - a. A certificate 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; and
10. All other provisions of Ketchum Municipal Code, Chapter 16, Subdivision Regulations, and all applicable ordinances rules and regulations of the city and other governmental entities having jurisdiction shall be complied with by the condominium subdivision.

**Attachment A.
Applicant Submittal**

- Application form, dated December 22, 2015
- Preliminary plat, dated January 16, 2016
- Utility and Grading Plan, dated September 30, 2015
- DRAFT Declaration of Covenants, Conditions and Restrictions for 151 South Main Hotel and Residences, stamped “received” on January 25, 2016
- DRAFT Bylaws of 151 South Main Hotel and Residences Owner’s Association, Inc., stamped “received” on January 25, 2016
- Articles of Incorporation

CITY OF KETCHUM SUBDIVISION APPLICATION

NAME OF PROPOSED SUBDIVISION: 151 South Main

OWNER OF RECORD: Limelight Ketchum LLC

ADDRESS OF OWNER: PO Box 1248, Aspen, CO 81612

REPRESENTATIVE OF OWNER: James R. Laski

CONTACT: Owner: _____ Representative: X Phone No.: (208) 725-0055

Mailing Address: PO Box 3310, Ketchum, ID 83340

LEGAL DESCRIPTION: (attach if necessary): Lot 1A, Block 20, Ketchum Townsite

STREET ADDRESS: 151 S Main Street, Ketchum, ID

SUBDIVISION FEATURES: Number of Lots: Condominium

Number of Dwelling Units: 16 units

Total land area in acres or square feet: 1.11 acres

Current Zoning District: CC Proposed Zoning District: CC

Overlay District: Flood _____ Avalanche _____ Pedestrian _____ Mountain _____

Type: Condominium X Land _____ PUD _____ Townhouse _____

Adjacent land in same ownership in acres or square feet: None

Easements to be dedicated on final plat: (describe briefly): None

Proposed and existing exterior lighting: (described briefly): See Design Review Approval/Development Agreement

IMPROVEMENTS TO BE INSTALLED PRIOR TO FINAL PLAT APPROVAL:

Streets Paved	Yes <u>X</u>	No _____	Water Supply:	Ketchum Municipal	<u>X</u>
Curbs & Gutters	Yes <u>X</u>	No _____		Private Wells	_____
Sidewalks	Yes <u>X</u>	No _____			
Street Lights	Yes <u>X</u>	No _____	Sewer System:	Public	<u>X</u>
Street Signs	Yes <u>X</u>	No _____		Septic	_____
Fire Hydrant(s)	Yes _____	No <u>X</u>		Cesspool	_____
Extend Water Lines	Yes _____	No <u>X</u>	Power:	Underground	<u>X</u>
Extend Sewer Lines	Yes _____	No <u>X</u>		Overhead	_____

ATTACHMENTS TO COMPLETE APPLICATION:

Copies of Articles of Incorporation and By-Laws of Homeowners Associations and/or Condominium Declarations

Copy of current title report and owner's recorded deed to the subject property

Six (6) copies of preliminary plat; one (1) 11x17 copy; and, a CD or email of the electronic copy (.pdf) of the plat

The 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 the reasonable attorney fees, including attorney fees on appeal, and expenses of the City of Ketchum. I hereby certify that all information requested, as submitted, is prepared to the best of my ability and knowledge and I request that this application be processed for consideration as a subdivision.

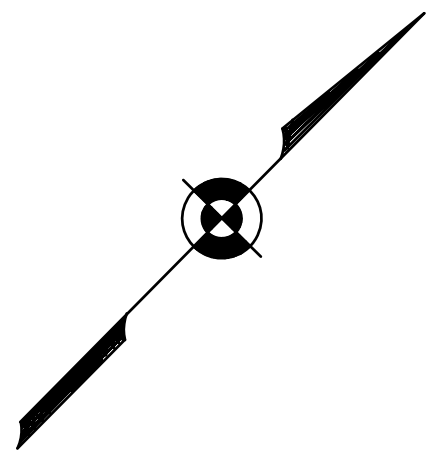
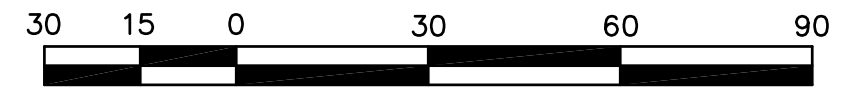
Signature of Owner/Representative: [Signature] Date: 12/22/2015

Pursuant to Resolution No. 08-123, any direct costs incurred by the City of Ketchum to review this application will be the responsibility of the applicant. Costs include but are not limited to engineer review, attorney review, legal noticing, and copying costs associated with the application. The City will require a retainer to be paid by the applicant at the time of application submittal to cover said costs. Following a decision or other closure of an application, the applicant will either be reimbursed for unexpended funds or billed for additional costs incurred by the City.

A PRELIMINARY PLAT SHOWING 151 SOUTH MAIN HOTEL & RESIDENCES

WHEREIN LOT 1A, BLOCK 20, KETCHUM TOWNSITE IS REPLATTED INTO 16 CONDOMINIUM UNITS
LOCATED WITHIN SECTION 18, T.4N., R.18E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO

JANUARY 2016



SCALE: 1" = 30'

LEGEND

- Property Boundary
- Adjoiners Lot Line
- Centerline of Right of Way
- GIS Tie
- Record Information per Instrument No. 406021
- Found 3" Brass Cap
- Found Aluminum Cap
- Found 1 1/2" Brass Cap
- Found 5/8" Rebar

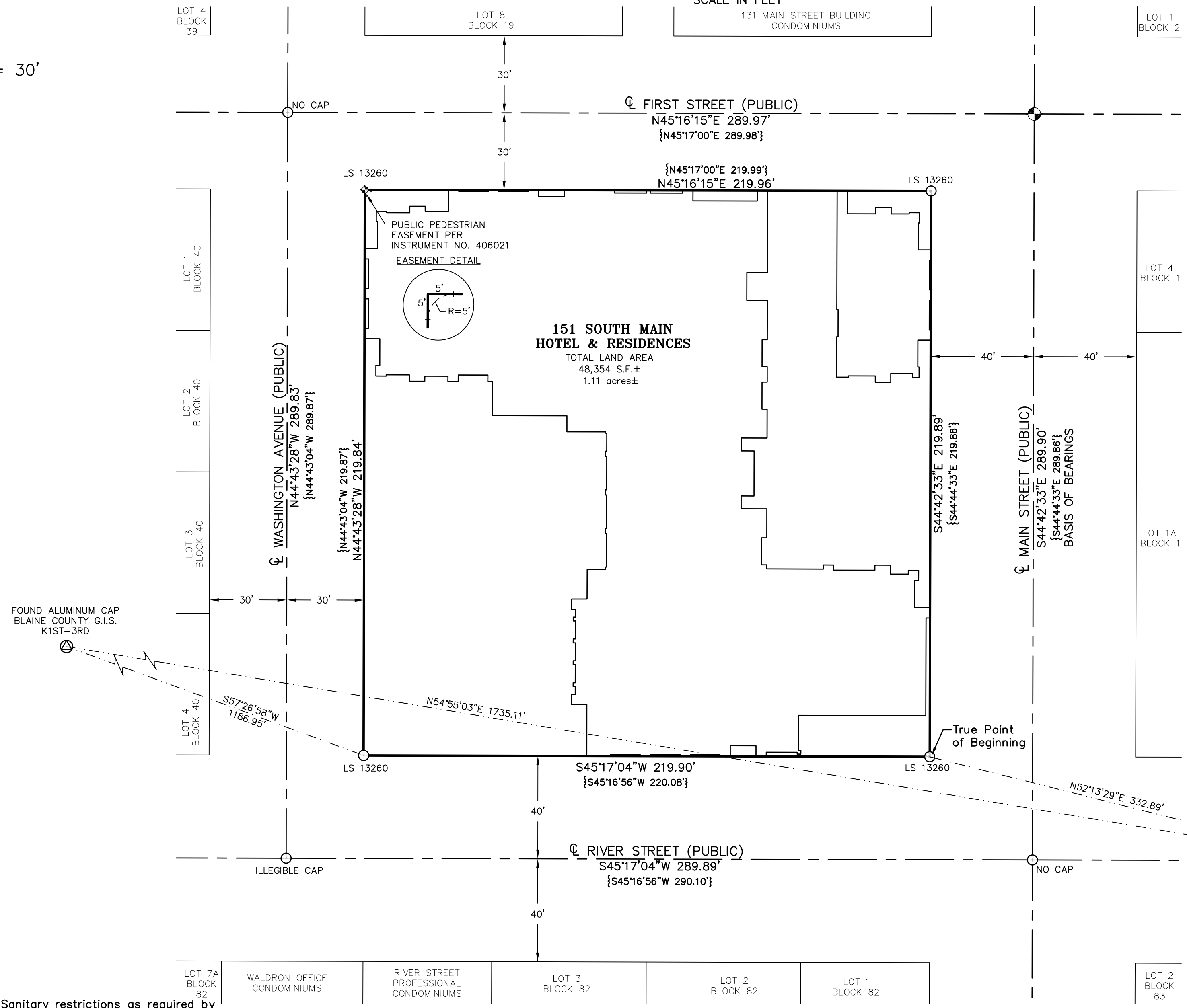
NOTES

1. THIS PLAT IS A REPLAT OF LOT 1A, BLOCK 20, KETCHUM TOWNSITE, RECORDED UNDER INSTRUMENT NO. 406021, RECORDS OF BLAINE COUNTY, IDAHO.
2. REFERENCE IS MADE TO INSTRUMENT NO. 197659, RECORDS OF BLAINE COUNTY, IDAHO, WHICH IS ORDINANCE NO. 41 OF THE VILLAGE OF KETCHUM. SAID ORDINANCE VACATED THE ALLEY OF BLOCK 20, KETCHUM TOWNSITE.
3. PROPERTY HEREON IS SUBJECT TO THE COVENANTS, CONDITIONS, AND RESTRICTIONS (CC&R'S) AS RECORDED UNDER INSTRUMENT NO. _____, RECORDS OF BLAINE COUNTY, IDAHO.
4. VERTICAL DATUM IS ASSUMED. BENCHMARK IS A FOUND 1/2" REBAR AT THE INTERSECTION OF FIRST STREET AND WASHINGTON AVENUE, ELEVATION = 5828.25.
5. CITY OF KETCHUM FINDINGS OF FACT AND DECISION FOR THIS PLAT ARE RECORDED UNDER INSTRUMENT NO. _____, RECORDS OF BLAINE COUNTY, ID.
6. THE FIRST FLOOR ONLY IS SHOWN ON THIS PAGE FOR CLARITY, OTHER FLOORS ARE SHOWN ON SUBSEQUENT PAGES.

COMMON AREA SQUARE FOOTAGE TABLE	
FLOOR	SQUARE FEET
Basement	40,859
1st	6,505
2nd	23,759
3rd	25,785
4th	24,748
5th	24,798

OWNER OF RECORD AND SUBDIVIDER:

LIMELIGHT KETCHUM, LLC
PO Box 1248
Aspen, CO 81612



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

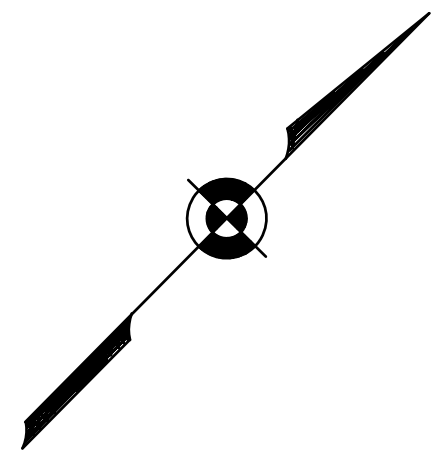
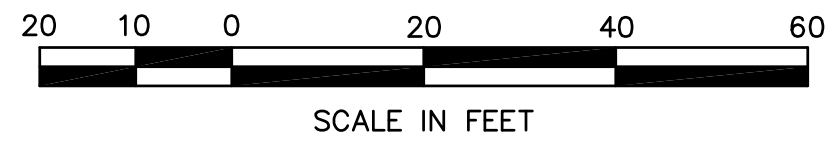
Date _____ South Central Public Health District

SEE SHEETS 2-7 FOR CONDOMINIUM UNIT DIMENSIONS, UNIT TIES AND ADDITIONAL NOTES

Brian D. Yeager, P.L.S. 13260

151 SOUTH MAIN HOTEL & RESIDENCES
GALENA ENGINEERING, INC.
HAILEY, IDAHO
SHEET 1 OF 8
Job# 5633-05

151 SOUTH MAIN HOTEL & RESIDENCES BASEMENT LEVEL UNIT LAYOUT



SCALE: 1" = 20'



LEGEND

— P/L	Property Boundary
—	Building Outline
—	Unit Outline
—	Unit Tie
CA	Common Area
LC H	Limited Common to Unit H

NOTES

1. IN INTERPRETING THE DECLARATION, PLAT OR PLATS, AND DEEDS, THE EXISTING PHYSICAL BOUNDARIES OF THE UNIT AS ORIGINALLY CONSTRUCTED, OR RECONSTRUCTED IN LIEU THEREOF, SHALL BE CONCLUSIVELY PRESUMED TO BE ITS BOUNDARIES RATHER THAN THE METES AND BOUNDS EXPRESSED OR DEPICTED IN THE DECLARATION, PLAT OR PLATS, AND/OR DEEDS, REGARDLESS OF SETTling OR LATERAL MOVEMENT OF THE BUILDING AND REGARDLESS OF MINOR VARIANCES BETWEEN BOUNDARIES SHOWN IN THE DECLARATION, PLAT OR PLATS, AND/OR DEEDS, AND THE ACTUAL BOUNDARIES OF THE UNITS IN THE BUILDINGS.
2. HORIZONTAL OR SLOPING PLANES SHOWN HEREON ARE TOP OF FINISHED SUBFLOOR AND BOTTOM OF FINISHED CEILING; VERTICAL PLANES ARE FINISHED SURFACES OF INTERIOR WALLS. SOME STRUCTURAL MEMBERS EXTEND INTO UNITS, LIMITED COMMON AREAS AND PARKING SPACES.
3. DIMENSIONS SHOWN HEREON WILL BE SUBJECT TO SLIGHT VARIATIONS, OWING TO NORMAL CONSTRUCTION TOLERANCES.
4. CONSULT THE CONDOMINIUM DECLARATIONS FOR THE DEFINITION OF COMMON AND LIMITED COMMON AREA.
5. ALL AREA OUTSIDE OF UNITS THAT IS NOT DESIGNATED AS LIMITED COMMON IS COMMON AREA. AREAS OF "COMMON" OR "LIMITED COMMON" ARE SHOWN BY DIAGRAM.
6. BUILDING TIES ARE TO THE INTERIOR CORNERS OF UNIT WALLS.
7. UTILITY EASEMENTS NECESSARY TO ALLOW FOR ACCESS AND MAINTENANCE OF UTILITIES SERVING UNITS OTHER THAN THE UNIT THEY ARE LOCATED IN ARE HEREBY GRANTED BY THIS PLAT.

Brian D. Yeager, P.L.S. 13260

BASEMENT LEVEL

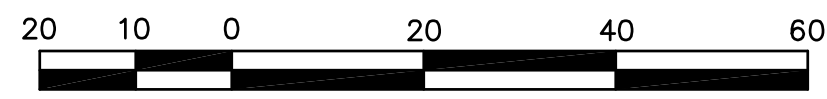
Scale: 1" = 20'

THE FINISHED FLOOR ELEVATION OF THE BASEMENT LEVEL IS 5819.0'

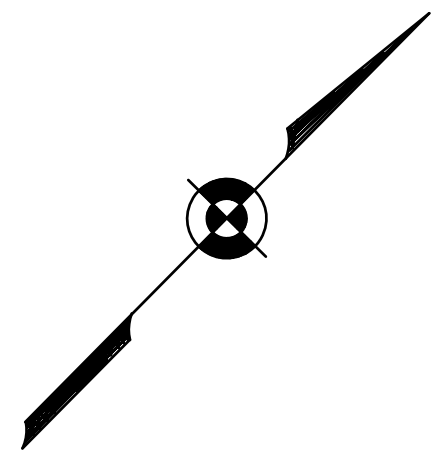
151 SOUTH MAIN
HOTEL & RESIDENCES
GALENA ENGINEERING, INC.
HAILEY, IDAHO
SHEET 2 OF 8
Job# 5633-05

151 SOUTH MAIN HOTEL & RESIDENCES

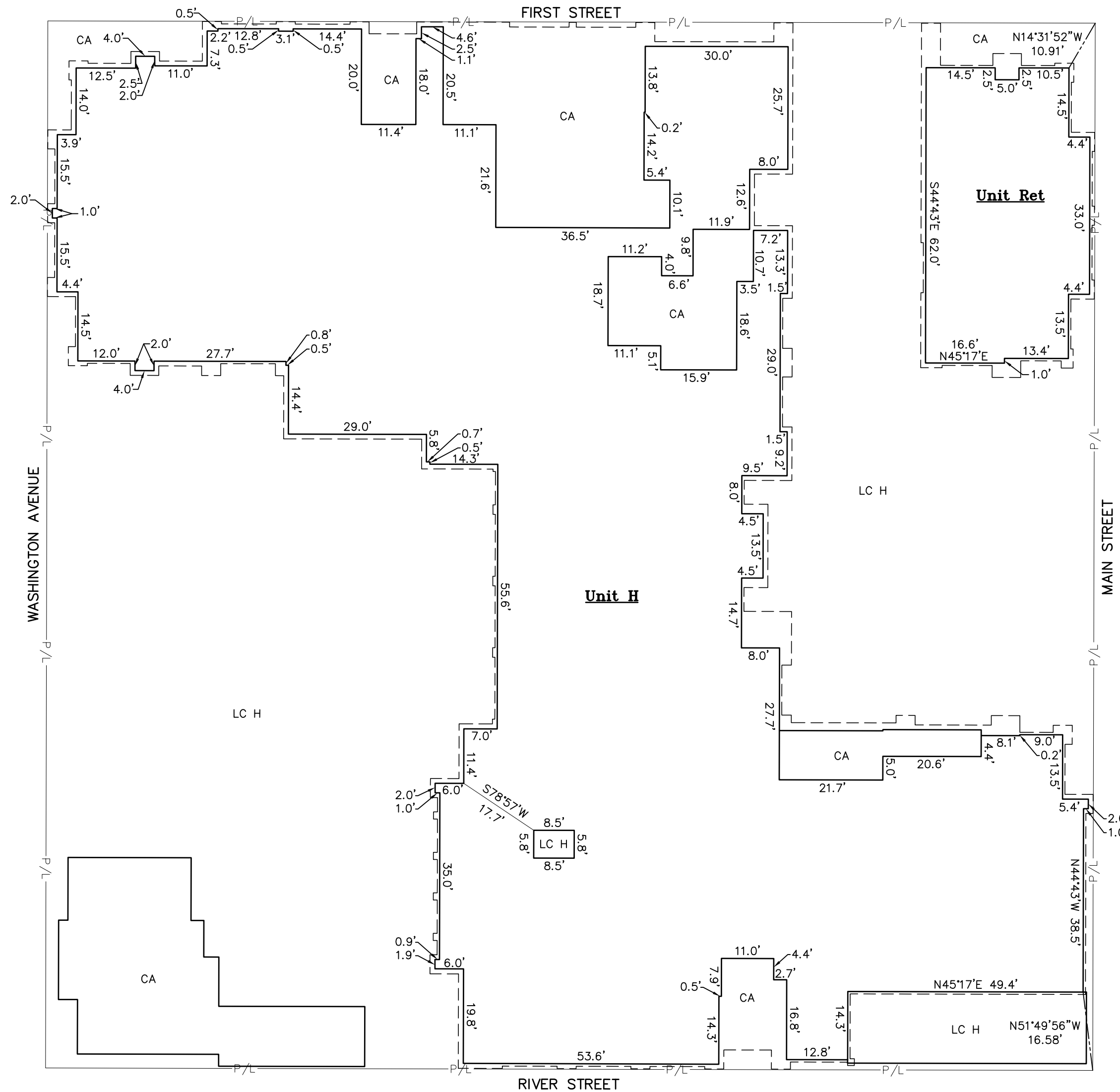
FIRST FLOOR UNIT LAYOUT



SCALE IN FEET



SCALE: 1" = 20'



LEGEND

- Property Boundary
- Building Outline
- Unit Outline
- Unit Tie
- Common Area
- Limited Common to Unit H

NOTES

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7. UTILITY EASEMENTS NECESSARY TO ALLOW FOR ACCESS AND MAINTENANCE OF UTILITIES SERVING UNITS OTHER THAN THE UNIT THEY ARE LOCATED IN ARE HEREBY GRANTED BY THIS PLAT.

FIRST FLOOR LEVEL

Scale: 1" = 20'

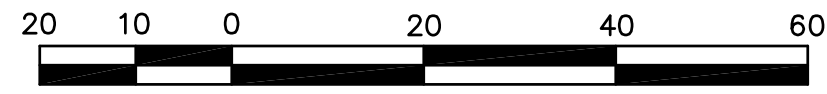
THE FINISHED FLOOR ELEVATION OF THE UNITS ON THE FIRST FLOOR IS 5832.0'
 THE CEILING ELEVATION OF THE UNITS ON THE FIRST FLOOR IS 5846.0'

Brian D. Yeager, P.L.S. 13260

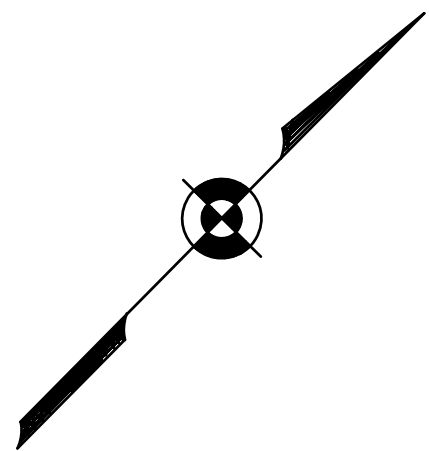
151 SOUTH MAIN
 HOTEL & RESIDENCES
 GALENA ENGINEERING, INC.
 HAILEY, IDAHO
 SHEET 3 OF 8
 Job# 5633-05

151 SOUTH MAIN HOTEL & RESIDENCES

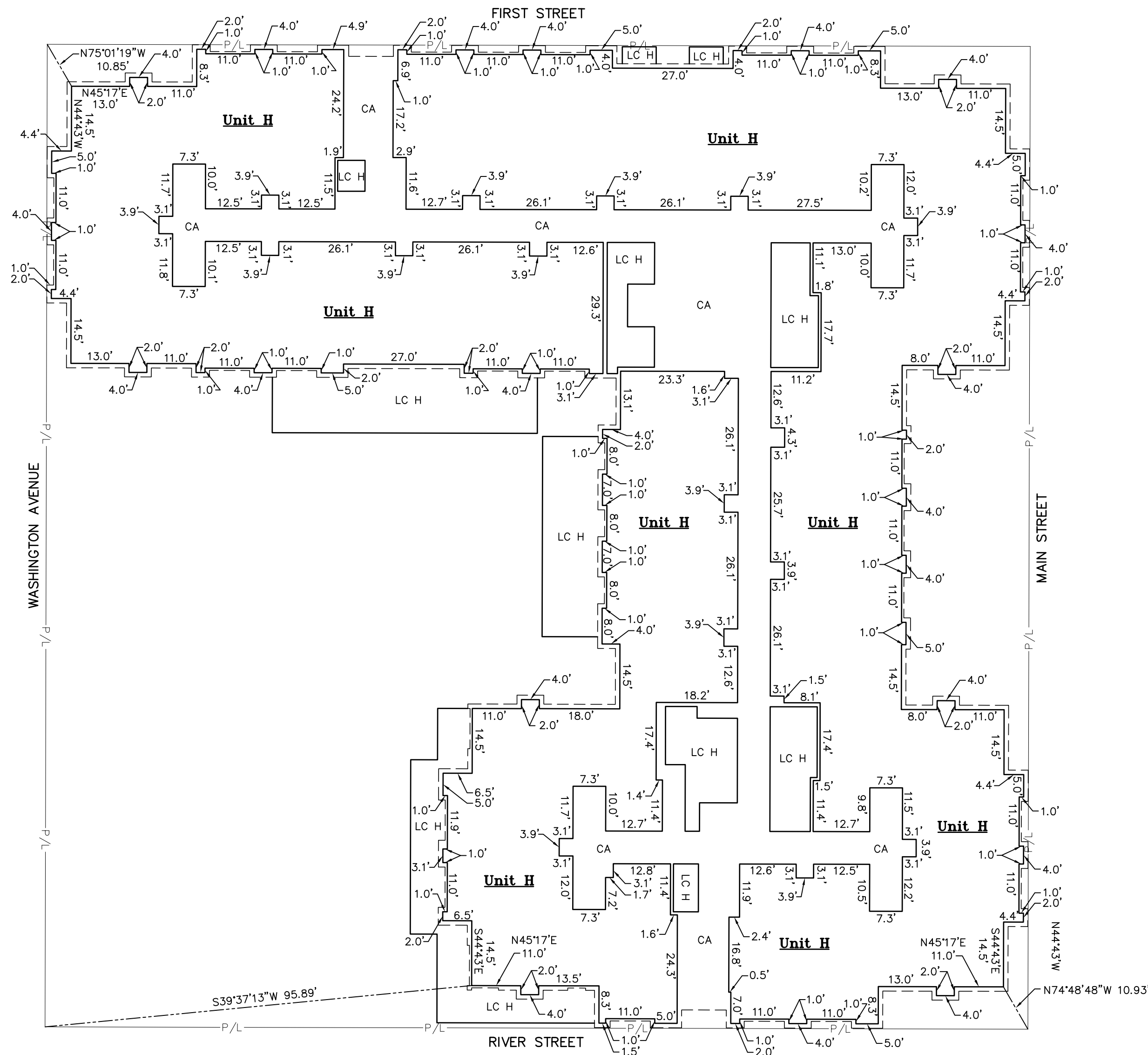
SECOND FLOOR UNIT LAYOUT



SCALE IN FEET



SCALE: 1" = 20'



LEGEND

- P/L Property Boundary
- Building Outline
- Unit Outline
- Unit Tie
- CA Common Area
- LC H Limited Common to Unit H

NOTES

1. IN INTERPRETING THE DECLARATION, PLAT OR PLATS, AND DEEDS, THE EXISTING PHYSICAL BOUNDARIES OF THE UNIT AS ORIGINALLY CONSTRUCTED, OR RECONSTRUCTED IN LIEU THEREOF, SHALL BE CONCLUSIVELY PRESUMED TO BE ITS BOUNDARIES RATHER THAN THE METES AND BOUNDS EXPRESSED OR DEPICTED IN THE DECLARATION, PLAT OR PLATS, AND/OR DEEDS, REGARDLESS OF SETTLING OR LATERAL MOVEMENT OF THE BUILDING AND REGARDLESS OF MINOR VARIANCES BETWEEN BOUNDARIES SHOWN IN THE DECLARATION, PLAT OR PLATS, AND/OR DEEDS, AND THE ACTUAL BOUNDARIES OF THE UNITS IN THE BUILDINGS.
2. HORIZONTAL OR SLOPING PLANES SHOWN HEREON ARE TOP OF FINISHED SUBFLOOR AND BOTTOM OF FINISHED CEILING; VERTICAL PLANES ARE FINISHED SURFACES OF INTERIOR WALLS. SOME STRUCTURAL MEMBERS EXTEND INTO UNITS, LIMITED COMMON AREAS AND PARKING SPACES.
3. DIMENSIONS SHOWN HEREON WILL BE SUBJECT TO SLIGHT VARIATIONS, OWING TO NORMAL CONSTRUCTION TOLERANCES.
4. CONSULT THE CONDOMINIUM DECLARATIONS FOR THE DEFINITION OF COMMON AND LIMITED COMMON AREA.
5. ALL AREA OUTSIDE OF UNITS THAT IS NOT DESIGNATED AS LIMITED COMMON IS COMMON AREA. AREAS OF "COMMON" OR "LIMITED COMMON" ARE SHOWN BY DIAGRAM.
6. BUILDING TIES ARE TO THE INTERIOR CORNERS OF UNIT WALLS.
7. UTILITY EASEMENTS NECESSARY TO ALLOW FOR ACCESS AND MAINTENANCE OF UTILITIES SERVING UNITS OTHER THAN THE UNIT THEY ARE LOCATED IN ARE HEREBY GRANTED BY THIS PLAT.

Brian D. Yeager, P.L.S. 13260

SECOND FLOOR LEVEL

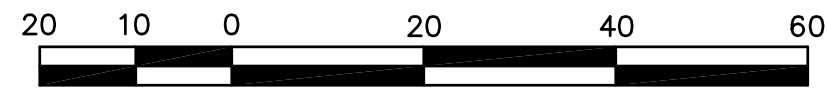
Scale: 1" = 20'

THE FINISHED FLOOR ELEVATION OF THE UNITS ON THE SECOND FLOOR IS 5850.0'
 THE CEILING ELEVATION OF THE UNITS ON THE SECOND FLOOR IS 5858.0'

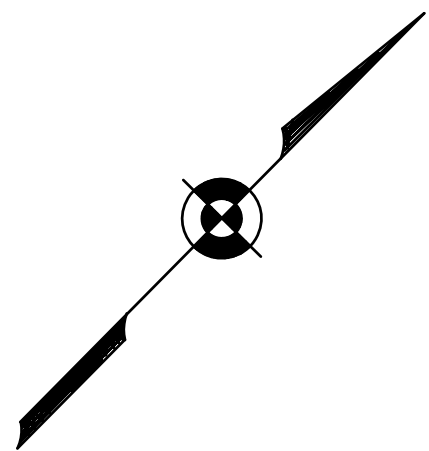
151 SOUTH MAIN
 HOTEL & RESIDENCES
 GALENA ENGINEERING, INC.
 HAILEY, IDAHO
 SHEET 4 OF 8
 Job# 5633-05

151 SOUTH MAIN HOTEL & RESIDENCES

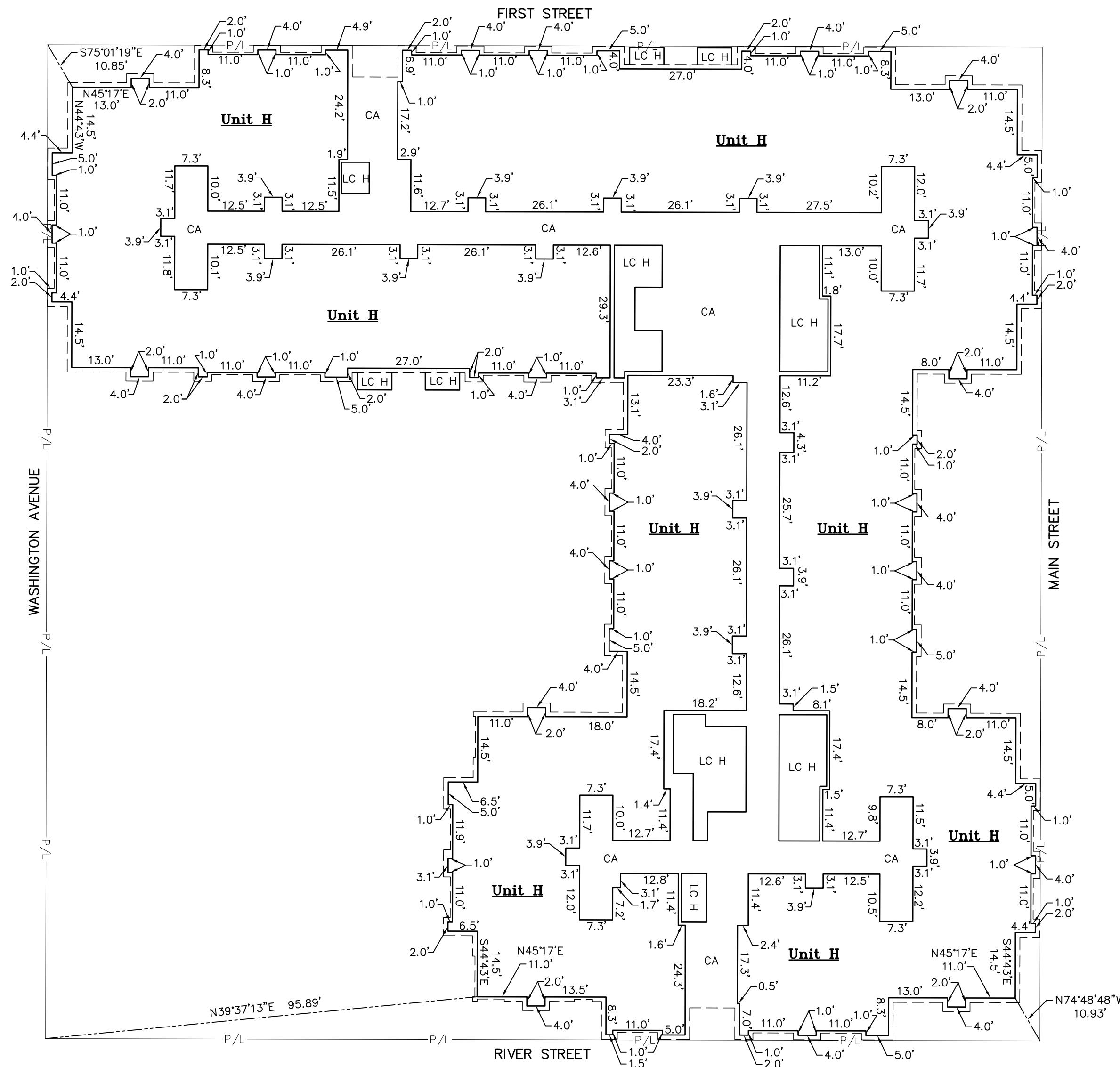
THIRD FLOOR UNIT LAYOUT



SCALE IN FEET



SCALE: 1" = 20'



LEGEND

- P/L Property Boundary
- Building Outline
- Unit Outline
- Unit Tie
- CA Common Area
- LC H Limited Common to Unit H

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THIRD FLOOR LEVEL

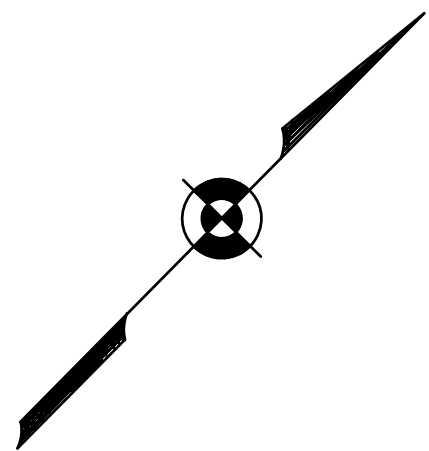
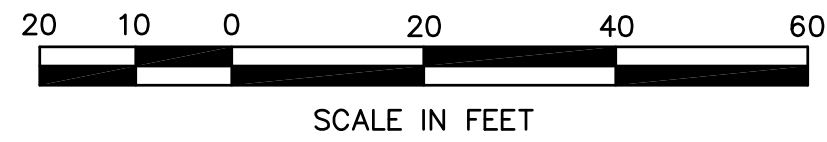
Scale: 1" = 20'

THE FINISHED FLOOR ELEVATION OF THE UNITS ON THE THIRD FLOOR IS 5860.0'
 THE CEILING ELEVATION OF THE UNITS ON THE THIRD FLOOR IS 5868.5'

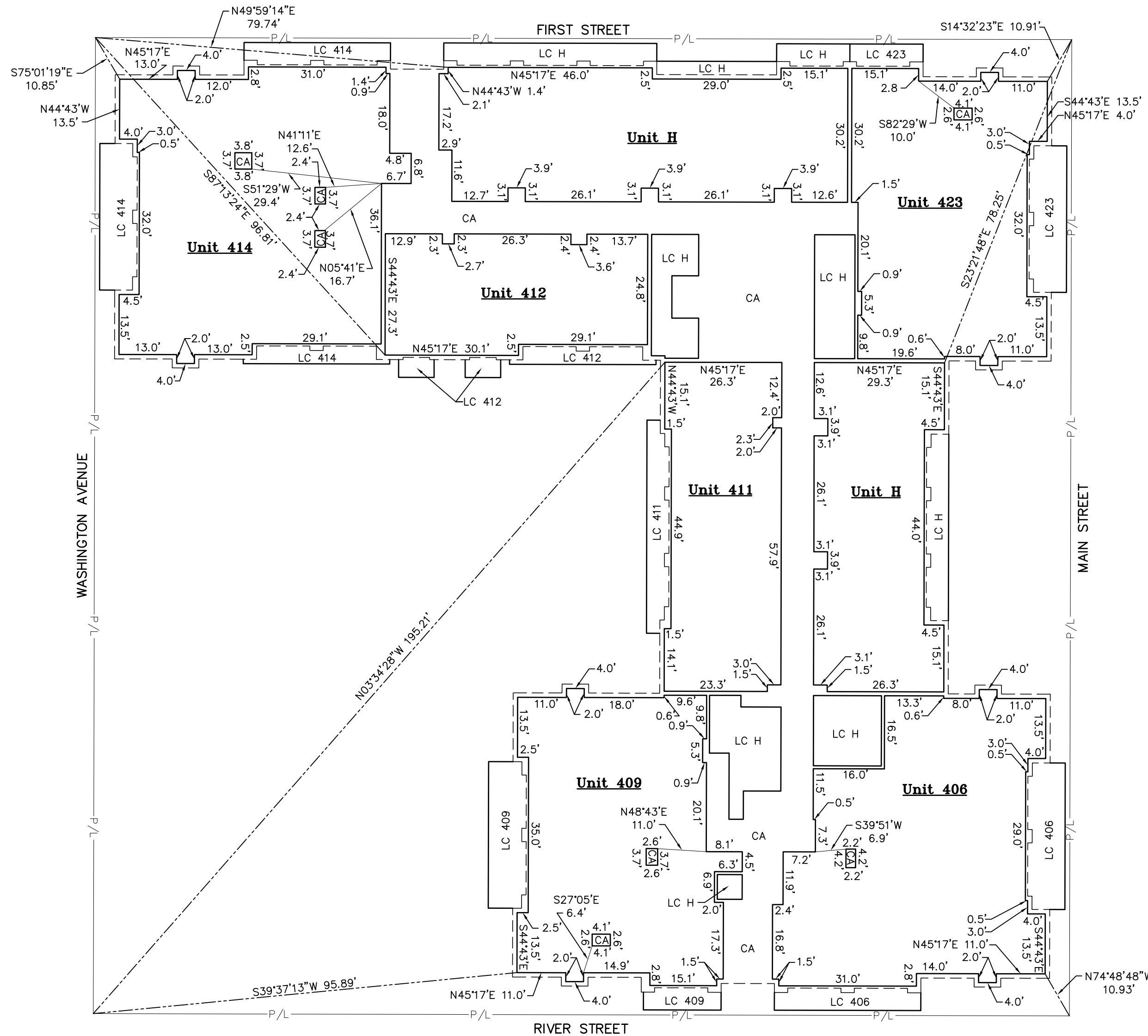
Brian D. Yeager, P.L.S. 13260

151 SOUTH MAIN
 HOTEL & RESIDENCES
 GALENA ENGINEERING, INC.
 HAILEY, IDAHO
 SHEET 5 OF 8
 Job# 5633-05

151 SOUTH MAIN HOTEL & RESIDENCES FOURTH FLOOR UNIT LAYOUT



SCALE: 1" = 20'



LEGEND

- P/L Property Boundary
- Building Outline
- Unit Outline
- Unit Tie
- CA Common Area
- LC H Limited Common to Unit H

NOTES

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FOURTH FLOOR LEVEL

Scale: 1" = 20'

THE FINISHED FLOOR ELEVATION OF THE UNITS ON THE FOURTH FLOOR IS 5871.5'
 THE CEILING ELEVATION OF THE UNITS ON THE FOURTH FLOOR IS 5880.0'

Brian D. Yeager, P.L.S. 13260

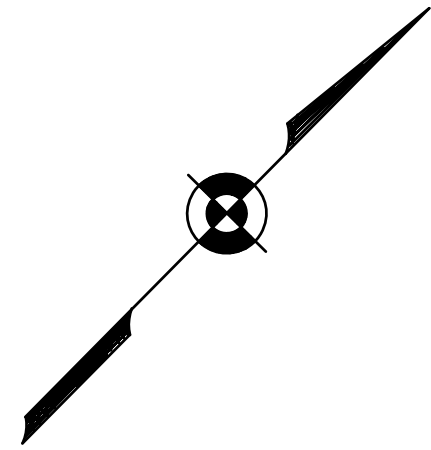
151 SOUTH MAIN
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 HAILEY, IDAHO
 SHEET 6 OF 8
 Job# 5633-05

151 SOUTH MAIN HOTEL & RESIDENCES

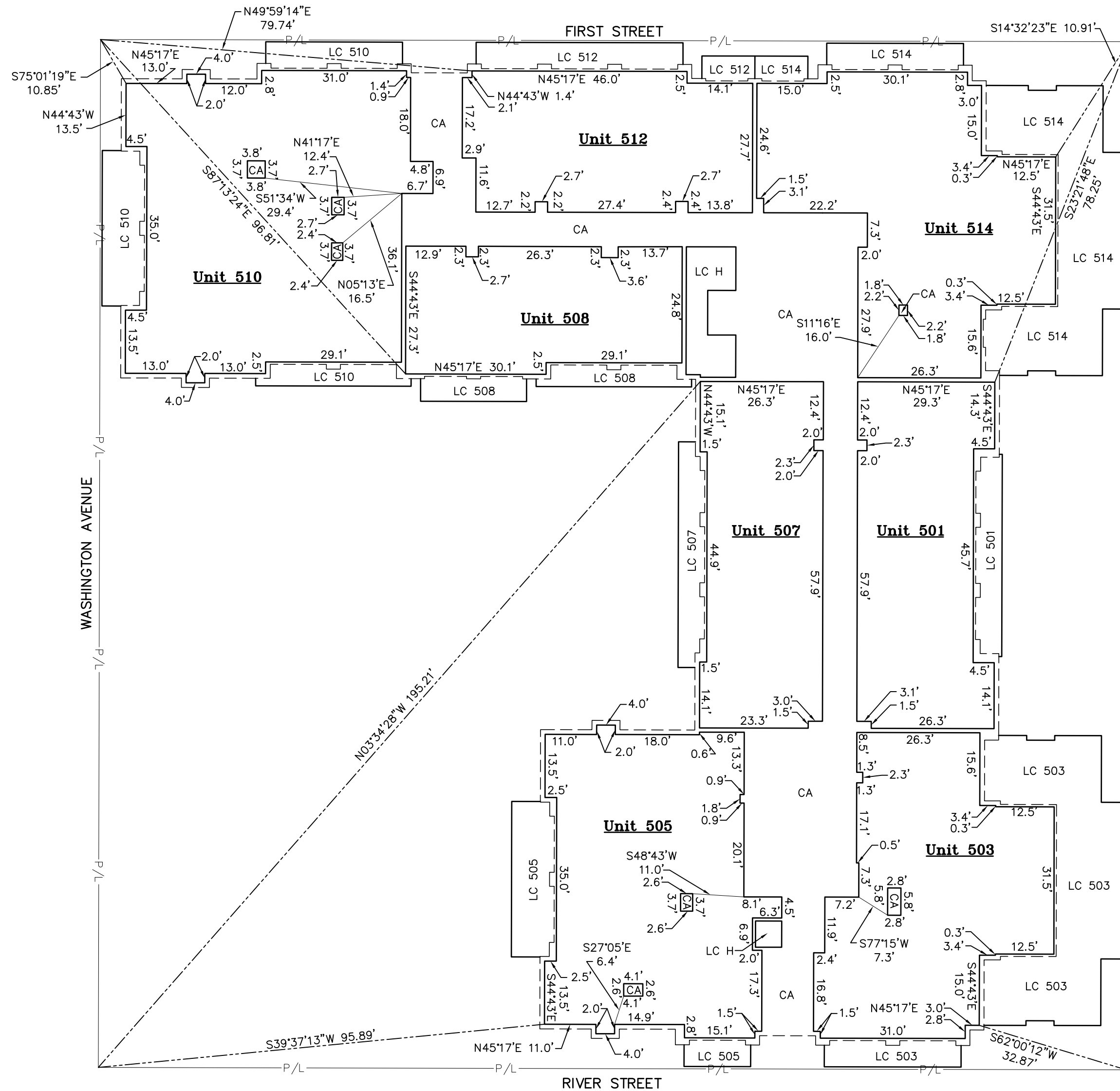
FIFTH FLOOR UNIT LAYOUT



SCALE IN FEET



SCALE: 1" = 20'



LEGEND

— P/L	Property Boundary
—	Building Outline
—	Unit Outline
—	Unit Tie
CA	Common Area
LC H	Limited Common to Unit H

NOTES

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Brian D. Yeager, P.L.S. 13260

151 SOUTH MAIN
 HOTEL & RESIDENCES
 GALENA ENGINEERING, INC.
 HAILEY, IDAHO
 SHEET 7 OF 8
 Job# 5633-05

CERTIFICATE OF OWNERSHIP

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

A parcel of land located within Section 18, Township 4 North, Range 18 East, Boise Meridian, City of Ketchum, Blaine County, Idaho, more particularly described as follows:

Lot 1A, Block 20, Ketchum Townsite

It is their intention to create a Project, including said real property, in this Condominium Plat. The owners also hereby certify that they consent to the recordation of documents pursuant to Chapter 15, Title 55 of Idaho Code and that this plat complies with Idaho Code 50-1334. All units in this Condominium Project shall receive domestic water from an existing system and the City of Ketchum has agreed in writing to serve this Condominium Project.

The easements indicated hereon are not dedicated to the public, but the right to use said easements is hereby reserved for the public utilities and for any other uses indicated hereon and no permanent structures are to be erected within the lines of said easements.

The Condominium Declaration of Covenants, Conditions and Restrictions governing this Condominium Project are recorded in the office of the Blaine County Recorder under Instrument Number _____.

Limelight Ketchum L.L.C. a Delaware Limited Liability Company

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss

On this _____ day of _____, 2016, before me, a Notary Public in and for said State, personally appeared _____, known or identified to me to be a member of the limited liability company that executed the foregoing instrument, and acknowledged to me that such limited liability company executed the same.

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

Notary Public in and for said State
Residing in _____
My Commission Expires _____

SURVEYOR'S CERTIFICATE

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

Brian D. Yeager, P.L.S. 13260

BLAINE COUNTY SURVEYOR'S APPROVAL

I, Sam Young, County Surveyor for Blaine County, Idaho, do hereby certify that I have checked the foregoing Plat and computations for making the same and have determined that they comply with the laws of the State of Idaho relating to Plats, Surveys and Condominiums.

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

KETCHUM CITY ENGINEER'S APPROVAL

The foregoing condominium plat was approved by _____, City Engineer for the City of Ketchum on this _____ day of _____, 2016.

City Engineer

KETCHUM CITY COUNCIL'S APPROVAL

The foregoing condominium plat was approved by the City Council of Ketchum on this on this _____ day of _____, 2016.

City Clerk

BLAINE COUNTY TREASURER'S APPROVAL

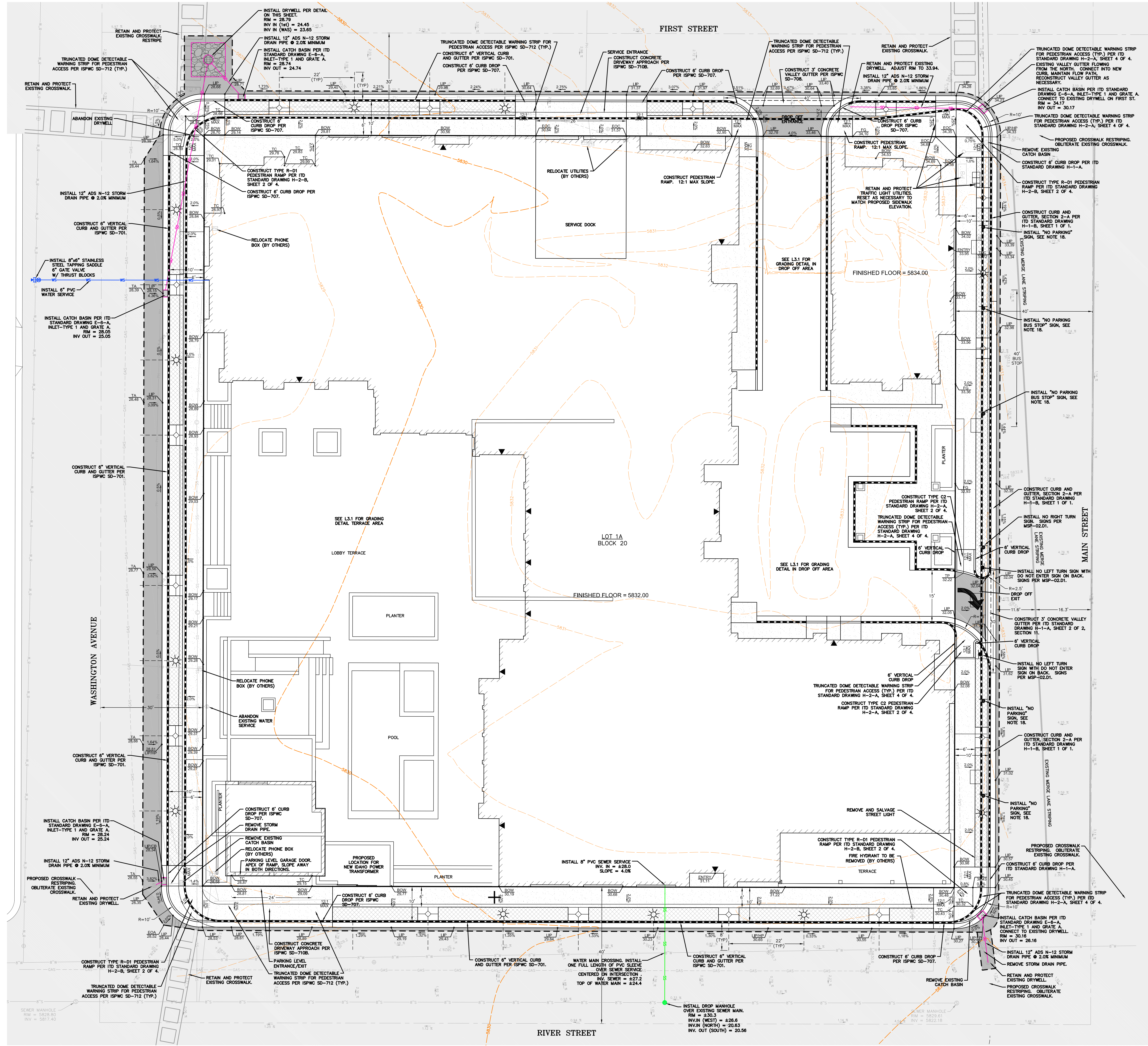
I, the undersigned County Treasurer in and for Blaine County, State of Idaho per the requirements of Idaho Code 50-1308, do hereby certify that any and all current and/or delinquent property taxes for the property included in this condominium project have been paid in full. This certification is valid for the next thirty (30) days only.

Date

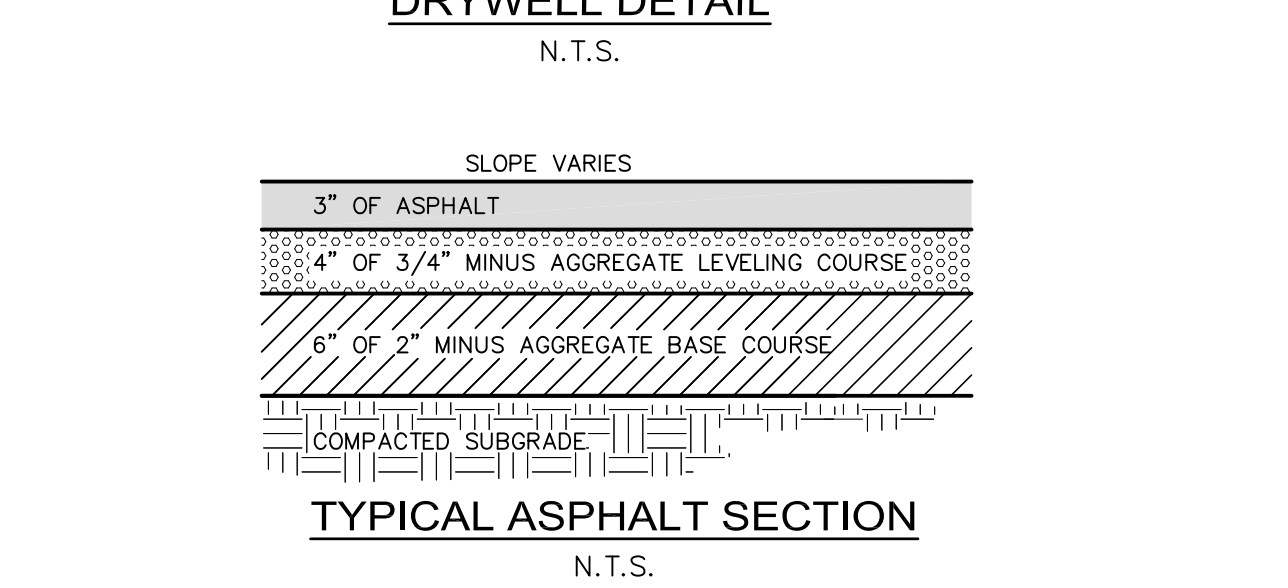
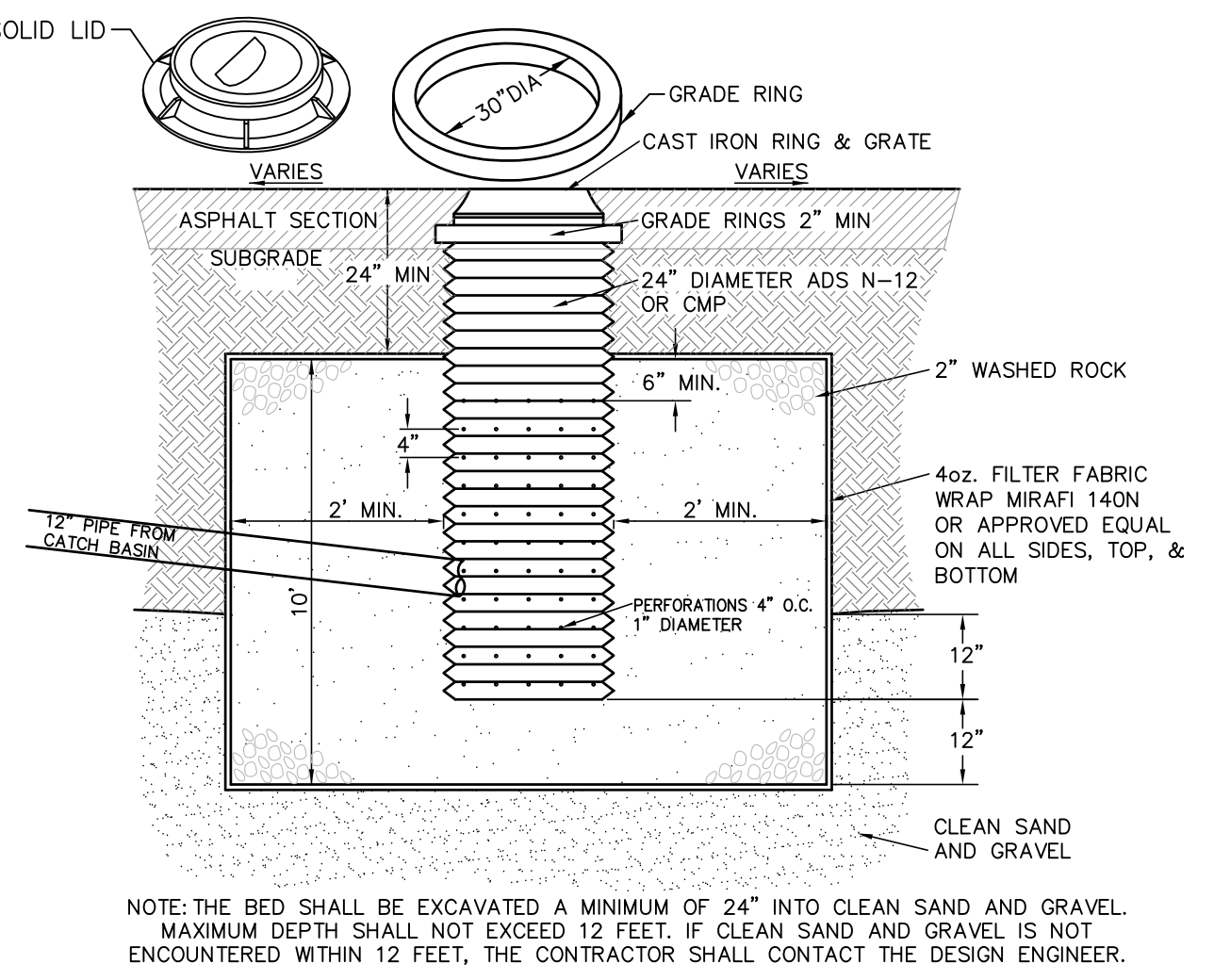
Blaine County Treasurer

BLAINE COUNTY RECORDER'S CERTIFICATE

151 SOUTH MAIN
HOTEL & RESIDENCES
GALENA ENGINEERING, INC.
HAILEY, IDAHO
SHEET 8 OF 8
Job# 5633-05



- NOTES**
1. ALL CONSTRUCTION WITHIN THE CITY OF KETCHUM RIGHT OF WAY SHALL BE IN CONFORMANCE WITH THE MOST CURRENT EDITION OF IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPWC) AND THE CITY OF KETCHUM STANDARD DRAWINGS AND SPECIFICATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND KEEPING A COPY OF THE PREVIOUSLY MENTIONED STANDARDS ON SITE DURING CONSTRUCTION.
 2. ALL CONSTRUCTION WITHIN THE HIGHWAY RIGHT OF WAY SHALL BE IN CONFORMANCE WITH THE MOST CURRENT EDITION THE IDAHO TRANSPORTATION DEPARTMENT STANDARD DRAWINGS AND SPECIFICATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND KEEPING A COPY OF THE PREVIOUSLY MENTIONED STANDARDS ON SITE DURING CONSTRUCTION.
 3. THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN ON THE PLANS IN AN APPROXIMATE WAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING EXISTING UTILITIES DURING THE CONSTRUCTION. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH RESULT FROM HIS FAILURE TO ACCURATELY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. CONTRACTOR SHALL CALL DIGLINE (1-800-342-1585) AND APPROPRIATE UTILITY OWNERS TO LOCATE ALL EXISTING UNDERGROUND UTILITIES.
 4. THE CONTRACTOR SHALL CLEAN UP THE SITE AFTER CONSTRUCTION SO THAT IT IS IN A CONDITION EQUAL TO OR BETTER THAN THAT WHICH EXISTED PRIOR TO CONSTRUCTION.
 5. THE CONTRACTOR SHALL BE REQUIRED TO OBTAIN ALL THE NECESSARY PERMITS PRIOR TO CONSTRUCTION IF NOT ALREADY OBTAINED BY THE OWNER.
 6. ALL CLEARING & GRUBBING SHALL CONFORM TO ISPWC SECTION 201.
 7. ALL EXCAVATION & EMBANKMENT SHALL CONFORM TO ISPWC SECTION 202. EXCAVATED SUBGRADE SHALL BE COMPACTED AND ALL UNSUITABLE SECTIONS REMOVED AND REPLACED WITH STRUCTURAL FILL AS DETERMINED BY THE ENGINEER. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 95% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99 OR ITD T-91.
 8. ALL 2" MINUS GRAVEL SHALL CONFORM TO ISPWC 802, TYPE II (ITD STANDARD 703.0.4, 2"). SHALL BE PLACED IN CONFORMANCE WITH ISPWC SECTION 801 AND COMPACTED PER SECTION 202. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 90% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99.
 9. ALL 3/4" MINUS CRUSHED GRAVEL SHALL CONFORM TO ISPWC 802, TYPE I (ITD STANDARD 703.0.4, 3/4" B). SHALL BE PLACED IN CONFORMANCE WITH ISPWC SECTION 801 AND COMPACTED PER SECTION 202. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 95% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99 OR ITD T-91.
 10. ALL ASPHALTIC CONCRETE PAVEMENT WORK SHALL CONFORM TO ISPWC SECTION(S) 805, 810, AND 811 FOR CLASS II PAVEMENT. ASPHALT AGGREGATE SHALL BE 1/2" (13MM) NOMINAL SIZE CONFORMING TO TABLE 803B IN ISPWC SECTION 805. ASPHALT BINDER SHALL BE PG 58-28 CONFORMING TO TABLE A-1 IN ISPWC SECTION 805.
 11. ALL EDGES OF EXISTING ASPHALT PAVING SHALL BE SAW CUT 1/2" TO PROVIDE A CLEAN PAVEMENT EDGE FOR MATCHING. NO WHEEL CUTTING SHALL BE ALLOWED.
 12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING TRAFFIC CONTROL PER MUTCD STANDARDS AND THE ATTACHED TRAFFIC CONTROL PLAN.
 13. ALL CONCRETE FORM WORK SHALL CONFORM TO ISPWC SECTION 701 AND 703. ALL CONCRETE SHALL BE 3,000 PSI MINIMUM, 28 DAY, AS DEFINED IN ISPWC SECTION 703, TABLE 1.C.
 14. ALL TRENCH WORK SHALL CONFORM TO ISPWC SECTION 300. TRENCHES SHALL BE BACKFILLED AND COMPACTED TO A MINIMUM OF 95% OF MAXIMUM DENSITY AS DETERMINED BY ASTM D-1555, AT A UNIFORM MOISTURE CONTENT.
 15. ALL GRAVITY SEWER WORK SHALL CONFORM TO ISPWC SECTION 500. SEWER SERVICE PIPE AND FITTINGS SHALL CONFORM TO ASTM D3034, SDR35 STANDARDS. THE SEWER SERVICE SHALL BE BEDDED WITH 1" MAXIMUM IMPORTED BEDDING MATERIAL TO A DEPTH OF 4" UNDER THE PIPE AND 6" OVER THE PIPE. THE SEWER SERVICE SHALL BE PRESSURE TESTED ACCORDING TO ISPWC SECTION 501.3.4.
 16. THE WATER SERVICE SHALL BE CONSTRUCTED IN CONFORMANCE WITH THE DETAIL SHOWN IN THE DRAWINGS. ALL SERVICE PIPE SHALL BE ULTRA-HIGH MOLECULAR POLYETHYLENE PIPE CONFORMING TO ASTM D2239, DESIGNATION P.E. 3408 IRON PIPE SIZE. WATER SERVICE PIPE SHALL BE BEDDED 4" UNDER PIPE AND 6" OVER PIPE WITH 1" MAXIMUM IMPORTED BEDDING MATERIAL.
 17. ALL NO PARKING AREAS TO HAVE TOP OF CURB AND FACE OF CURB PAINTED RED.
 18. TRAFFIC SIGNING TO BE MOUNTED ON 1/2" GAUGE 2"x2" SQUARE TUBING SET IN A 2-1/2"x2-1/2" SQUARE TUBING (3/16" THICKNESS) EMBEDDED IN 8" SQUARE x 2" DEEP CONCRETE FOOTING. 7" CLEARANCE FROM THE BOTTOM OF SIGN TO GRADE. SIGNS PER MUTCD.



LEGEND

	PROPERTY BOUNDARY		PROPOSED ENTRY LOCATION
	RIGHT-OF-WAY CENTERLINE		EXISTING SANITARY SEWER MANHOLE
	EXISTING 8" SEWER MAIN		EXISTING SEWER SERVICE CLEANOUT
	PROPOSED SEWER SERVICE		PROPOSED SANITARY SEWER MANHOLE
	EXISTING SEWER SERVICE		EXISTING LIGHT
	EXISTING STORM DRAIN		EXISTING TRAFFIC LIGHT
	PROPOSED STORM DRAIN		EXISTING POWER BOX
	EXISTING BURIED TELEVISION CABLE		EXISTING TELEPHONE BOX
	EXISTING GAS MAIN		EXISTING GAS METER
	EXISTING BURIED POWER LINE		EXISTING TRAFFIC SIGNAL BOX
	EXISTING BURIED PHONE LINE		EXISTING WATER VALVE BOX
	EXISTING 8" WATER MAIN		EXISTING WATER VALVE
	EXISTING 4" WATER MAIN		EXISTING FIRE HYDRANT
	PROPOSED WATER SERVICE		EXISTING DRY WELL
	EXISTING DOUBLE YELLOW STRIPING		EXISTING CATCH BASIN
	PROPOSED CROSSWALK		EXISTING WATER SERVICE
	EXISTING CROSSWALK		PROPOSED CATCH BASIN
	PROPOSED CONCRETE VERTICAL CURB		PROPOSED SPOT ELEVATION
	PROPOSED ASPHALT SAWCUT LINE		PROPOSED GRADE
	PROPOSED CONCRETE VERTICAL CURB AND GUTTER		EXISTING SPOT ELEVATION
	PROPOSED CONCRETE (6"x6" SCORE PATTERN), SEE LANDSCAPE ARCHITECT PLAN FOR DETAIL		EXISTING GRADE
	PROPOSED CONCRETE (2"x2" SCORE PATTERN), SEE LANDSCAPE ARCHITECT PLAN FOR DETAIL		TRUNCATED DOME DETECTABLE WARNING STRIP FOR PEDESTRIAN ACCESS
	PROPOSED ASPHALT		PROPOSED TREE GRATE, SEE LANDSCAPE ARCHITECT PLAN FOR DETAIL
	EXISTING ASPHALT		PROPOSED STREET LIGHT, SEE LANDSCAPE ARCHITECT PLAN FOR DETAIL
	PROPOSED BUILDING		PROPOSED SIGN
	EXISTING BUILDING		FUTURE GRADE
	EXISTING 5' CONTOUR INTERVAL		LIP OF GUTTER
	EXISTING 1' CONTOUR INTERVAL		HIGH POINT
			LOW POINT
			BACK OF WALK
			EDGE OF CONCRETE
			FINISHED FLOOR
			TOP OF PAVERS
			TOP OF CONCRETE

REVISIONS

NO.	DATE	BY

**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS
FOR
151 SOUTH MAIN HOTEL & RESIDENCES**

DRAFT

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR 151 SOUTH MAIN HOTEL & RESIDENCES**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "*Declaration*") dated for reference purposes _____, 2016, shall be effective upon recordation in the office of the Recorder in Blaine County, Idaho. This Declaration is made by Limelight Ketchum, LLC, a Delaware limited liability company (the "*Declarant*"). Declarant is the owner of certain real property in the City of Ketchum, Blaine County, Idaho more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "*Property*"). Declarant hereby makes the following grants, submissions, and declarations:

ARTICLE 1. IMPOSITION OF COVENANTS

Section 1.1 Purpose. The purpose of this Declaration is to create a mixed use hotel/retail/residential condominium project known as 151 South Main Hotel & Residences (the "*Project*") by submitting the Property to the condominium form of ownership and use pursuant to the Idaho Condominium Act, Idaho Code §§ 55-1501 *et seq.*, as amended and supplemented from time to time (the "*Act*"). The Project shall be a combination hotel and residential project consisting of: (a) a commercial hotel unit including ninety-nine (99) hotel rooms and suites, a restaurant and bar, recreational facilities and retail space; (b) a single commercial unit for retail sales; and (c) fourteen (14) residential units, all as determined by Declarant.

Section 1.2 Intention of Declarant. Declarant desires to protect the value and desirability of the Project, to further a plan for the improvement, lease, sale and ownership of the Units in the Project, to create a harmonious and attractive development and to promote and safeguard the health, comfort, safety, convenience, and welfare of the Owners of Units in the Project.

Section 1.3 Declaration. To accomplish the purposes and intentions recited above, Declarant hereby submits the Property, together with all improvements, appurtenances, and facilities relating to or located on the Property now and in the future, to condominium ownership under the Act, and hereby imposes upon all of the Property the covenants, conditions, restrictions, easements, reservations, rights-of-way, and other provisions of this Declaration, and Declarant hereby declares that all of the Property shall be held, sold, conveyed, encumbered, leased, rented, occupied, and improved subject to the provisions of this Declaration.

Section 1.4 Covenants Running With the Land. All provisions of this Declaration shall be deemed to be covenants running with the land, or as equitable servitudes, as the case may be. The benefits, burdens, and other provisions contained in this Declaration shall be binding upon and shall inure to the benefit of Declarant, all Unit Owners, and their respective heirs, executors, administrators, personal representatives, successors, and assigns.

ARTICLE 2. DEFINITIONS

The following words, when used in this Declaration, shall have the meanings designated below unless the context expressly requires otherwise:

Section 2.1 "Act" means the Idaho Condominium Act as defined in Section 1.1 hereof. In the event the Act is repealed, the Act, on the effective date of this Declaration, shall remain applicable to this Declaration.

Section 2.2 "Allocated Interests" means the undivided interest in the Common Elements and the Common Expense Liability and the votes in the Association allocated to each of the Units in the Project. The formulas used to establish the Allocated Interests are described in Article 4. The Allocated Interests for each Unit are set forth on Exhibit B.

Section 2.3 "Articles of Incorporation" means the Articles of Incorporation of 151 South Main Hotel & Residences Owners' Association as filed with the Idaho Secretary of State, a copy of which is attached hereto as Exhibit C.

Section 2.4 "Assessments" means the annual, special and default Assessments, if any, levied pursuant to this Declaration.

Section 2.5 "Association" means the 151 South Main Hotel & Residences Owners' Association, Inc., an Idaho nonprofit corporation, and its successors and assigns.

Section 2.6 "Board of Directors" or "Board" means the governing body of the Association, as provided in this Declaration and in the Articles of Incorporation and Bylaws of the Association and in the Act.

Section 2.7 "Bylaws" means any instruments, however denominated, which are adopted by the Association for the regulation and management of the Association, including the amendments thereto, copies of which are attached hereto as Exhibit D.

Section 2.8 “Common Area” or “Common Elements” means all of the Project, other than the Units, but including, without limiting the generality of the foregoing, the following components:

(a) the Property; and

(b) the Improvements (including, but not by way of limitation, the foundations, columns, girders, beams, supports, perimeter and supporting walls, chimneys, chimney chases, roofs, balconies, windows, entrances and exits, and the mechanical installations of the Improvements consisting of the equipment and materials making up any central services such as power, light, gas, hot and cold water, sewer, cable television, and heating and central air conditioning which exist for use by one or more of the Unit Owners, including the pipes, vents, ducts, flues, cable conduits, wires, telephone wire, and other similar utility installations used in connection therewith), whether located exclusively within the boundaries any Unit or Units or not, except for the Units; and

(c) corridors, elevators, and stair towers; and

(d) the yards, sidewalks, walkways, paths, grass, shrubbery, trees, driveways, roadways, plaza, parking garage and parking areas, and related facilities upon the Property; and

(d) the pumps, tanks, motors, fans, storm drainage structures, compressors, ducts, and, in general, all apparatus, installations, and equipment of the Improvements existing for use of one or more of the Unit Owners; and

(e) in general, all other parts of the Project designated by Declarant as Common Elements and existing for the use of one or more of the Unit Owners.

The Common Elements shall be owned by the Unit Owners of the separate Units, each Unit Owner of a Unit having an undivided interest in the Common Elements as allocated in Exhibit B.

Section 2.9 “Common Expenses Liability” means the liability for Common Expenses allocated to each Unit pursuant to this Declaration.

Section 2.10 “Common Expenses” means expenditures made or liabilities incurred by or on behalf of the Association, together with any allocations to reserves, including, without limiting the generality of the foregoing, the following items:

- (a) expenses of administration, insurance, operation, and management, repair or replacement of the Common Elements except to the extent such repairs and replacements are responsibilities of a Unit Owner as provided in this Declaration;
- (b) expenses declared Common Expenses by the provisions of this Declaration or the Bylaws;
- (c) all sums lawfully assessed against the Units by the Board of Directors;
- (d) expenses agreed upon as Common Expenses by the members of the Association;
- (e) expenses provided to be paid pursuant to any Management Agreement; and
- (f) personal property associated with the Common Area.

Section 2.11 “Costs of Enforcement” means all monetary fees, fines, late charges, interest, expenses, costs, including receiver’s and appraiser’s fees, and reasonable attorneys’ fees and disbursements, including legal assistants’ fees, incurred by the Association in connection with the collection of Assessments or in connection with the enforcement of the terms, conditions and obligations of the Project Documents.

Section 2.12 “Declarant” means Limelight Ketchum, LLC, a Delaware limited liability company, its successors and assigns.

Section 2.13 “Declaration” means this Declaration, together with any supplement or amendment to this Declaration, and any other recorded instrument however denominated that exercises a Development Right, executed by Declarant and recorded in the Records. The term Declaration includes all Plats recorded with this Declaration and all amendments to the Declaration and supplements to the Plats without specific reference thereto.

Section 2.14 “Deed” means each initial Special Warranty, Warranty or Grant Deed recorded after the date hereof by which Declarant conveys a Unit.

Section 2.15 "Eligible First Mortgagee" means a First Mortgagee that has notified the Association in writing of its name and address and status as a First Mortgagee and has requested that it receive notices provided for in Article 19 entitled "Mortgagee Protections".

Section 2.16 "First Mortgagee" means a holder of a Security Interest in a Unit that has priority over all other Security Interests in the Unit.

Section 2.17 "Hotel Unit" means Unit H as depicted on the Plat.

Section 2.18 "Improvement(s)" means the building(s) (including all fixtures and improvements contained within it) located on the Property in which Units or Common Elements are located.

Section 2.19 "Limited Common Elements" means those parts of the Common Elements that are limited to and reserved for the use in connection with one or more, but fewer than all, of the Units. Without limiting the foregoing, the Limited Common Elements shall include the common or party wall shared by adjoining Units which are owned by the same Person, any window, patio or deck door, balcony, deck, patio, courtyard or porch appurtenant to and accessible only from a Unit, any shutters, awnings, window boxes, doorsteps, stoops, porch, balcony or patio designated or designed to serve a single Unit but located outside the Unit's boundaries, storage spaces and parking spaces outside Units designated as Limited Common Elements in this Declaration or on the Plat, if any. 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 Unit, any portion thereof serving that Unit is a Limited Common Element allocated solely to that Unit, and any portion thereof serving more than one Unit or any portion of the Common Elements is a part of the Common Elements. Limited Common Elements also include any portion of the Common Elements allocated by this Declaration or on the Plat as Limited Common Elements. All Limited Common Elements shall be used in connection with the appurtenant Unit(s) to the exclusion of the use thereof by the other Unit Owners, except by invitation. Subject to the Association's overall responsibility for maintenance of the Limited Common Elements, each Unit Owner shall be responsible for routine care and cleaning of the walls, ceilings and floors of any balcony, patio or of any other Limited Common Elements appurtenant to and accessible only from the Unit Owner's Unit, and for keeping the same in a clean, sanitary, and attractive condition. Extraordinary maintenance and renovations of the Limited Common Elements shall require the prior written approval of the Association or shall be performed by the Association. No reference to Limited Common Elements need be made in any instrument of conveyance or encumbrance in order to convey or encumber the Limited Common Elements appurtenant to a Unit.

Limited Common Elements may be classified as "Hotel Limited Common Elements", "Retail Limited Common Elements" or "Residential Limited Common Elements." The designation as a Residential Limited Common Elements means the area so designated shall be used by all Residential Unit Owners in common, to the exclusion of the Hotel Unit Owner and the Retail Unit Owner. Hotel Limited Common Elements include, without limitation, the porte-cochere and exterior plaza on the ground level of the Project.

Section 2.20 "Majority of Owners" means a majority (or any greater percentage that may be specifically required for a particular action or authorization by the terms of this Declaration) of the total **voting power** of the members of the Association.

Section 2.21 "Management Agreement" means any contract or arrangement entered into for purposes of discharging the responsibilities of the Board of Directors relative to the operation, maintenance, and management of the Project.

Section 2.22 "Managing Agent" means a person, firm, corporation or other entity employed or engaged as an independent contractor pursuant to a Management Agreement to perform management services for the Association.

Section 2.23 "Occupant" means any member of a Residential Unit Owner's family or a Unit Owner's guests, invitees, tenants, employees, or licensees who occupy a Unit or are on the Common Elements for any period of time.

Section 2.24 "Period of Declarant Control" means the maximum period of time defined and limited by Section 8.6 of this Declaration during which the Declarant may, at its option, control the Association.

Section 2.25 "Person" means an individual, association, partnership, limited liability company, corporation, trust, governmental agency, political subdivision or any combination thereof.

Section 2.26 "Plat" means that part of a Declaration that is a land survey plat as set forth in Idaho Code § 50-1301, as amended, depicts all or any portion of the Project in two dimensions, is executed by the Declarant, and is recorded in the Records.

Section 2.27 "Project" means the term as defined in Section 1.1 hereof.

Section 2.28 "Project Documents" means the basic documents creating and governing the Project, including, but not limited to, this Declaration, the Articles of

Incorporation and Bylaws, the Plat, and any procedures, Rules and Regulations included in the 151 South Main Hotel & Residences Rules, and any policies relating to the Project adopted under such documents by the Association or the Board of Directors.

Section 2.29 "Property" means that that term as defined in the introduction to this Declaration and more particularly described on Exhibit A, attached hereto.

Section 2.30 "Real Estate" means any leasehold or other estate or interest in, over, or under land, including structures, fixtures, and other improvements and interests that, by custom, usage or law, pass with the conveyance of land though not described in the contract of sale or instrument of conveyance. Real Estate includes parcels with or without Horizontal Boundaries and spaces that may be filled with air or water.

Section 2.31 "Records" means the Office of the Clerk and Recorder in Blaine County, Idaho, and each other county in which any portion of the Project is located.

Section 2.32 "Residential Unit" means Units 406, 409, 411, 412, 414, 423, 501, 503, 505, 507, 508, 510, 512 and 514 as depicted on the Plat.

Section 2.33 "Retail Unit" means Unit Ret as depicted on the Plat.

Section 2.34 "Rules and Regulations" means the rules and regulations promulgated by the Board of Directors for the management, preservation, safety, control, and orderly operation of the Project in order to effectuate the intent and to enforce the obligations set forth in the Project Documents, as amended and supplemented from time to time. Separate Rules and Regulations may apply to the different classes of Units within the Project.

Section 2.35 "Security Interest" means an interest in Real Estate or personal property created by contract or conveyance which secures payment or performance of an obligation. The terms includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, and any other consensual lien or title retention contract intended as security for an obligation. The holder of a Security Interest includes any insurer or guarantor of a Security Interest.

Section 2.36 "Special Declarant Rights" means those rights reserved by Declarant in Article 15 of this Declaration.

Section 2.37 "Unit" means a physical portion of the Project which is designated for separate ownership and the boundaries of which are described in or determined by

this Declaration. Each Unit shall be designated by a separate number, letter, address or other symbol or combination thereof that identifies only one Unit in the Project as more specifically set forth on Exhibit B. Walls, floors or ceilings designated as boundaries of a Unit in this Declaration, all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of the finished surfaces thereof are a part of the Unit and all other portions of the walls, floors or ceilings are a part of the Common Elements. Subject to Sections 2.8(b) and 2.20, all spaces, interior partitions and other fixtures and improvements within the boundaries of a Unit are a part of the Unit. A Unit may be either a Hotel Unit, a Retail Unit or a Residential Unit.

Section 2.38 "Unit Owner" or "Owner" means the Declarant or any other person who owns record title to a Unit (including a contract seller, but excluding a contract purchaser) but excluding any person having a Security Interest in a Unit unless such person has acquired record title to the Unit pursuant to foreclosure or any proceedings in lieu of foreclosure.

ARTICLE 3 - DIVISION OF PROJECT INTO CONDOMINIUM OWNERSHIP

Section 3.1 Division Into Units. The Property is hereby divided into that number of Units described in Exhibit B, as amended from time to time, each consisting of a fee simple interest in a Unit and an undivided fee simple interest in the Common Elements in accordance with the respective undivided interests in the Common Elements as set forth in Exhibit B. Such undivided interests in the Common Elements are hereby declared to be appurtenant to the respective Units. The total of the undivided interests in the Common Elements set forth in Exhibit B, shall be deemed to equal one hundred percent (100%) for purposes of this Declaration.

Section 3.2 Delineation of Unit Boundaries. The boundaries of each Unit are delineated and designated by an identifying number on the Plat, and those numbers are set forth in Exhibit B.

Section 3.3 Inseparability of Unit. Except as provided in Section 3.5 below, and in Article 15: (a) no part of a Unit or of the legal rights comprising ownership of a Unit may be partitioned or separated from any other part thereof during the period of condominium ownership prescribed in this Declaration; (b) each Unit shall always be conveyed, transferred, devised, bequeathed, encumbered, and otherwise affected only as a complete Unit; and (c) every conveyance, transfer, gift, devise, bequest, encumbrance other disposition of a Unit or any part thereof shall be presumed to be a disposition of the entire Unit, together with all appurtenant rights and interests created by law or by this Declaration, including the Unit Owner's membership in the Association.

Section 3.4 Non-Partitionability of Common Elements. The Common Elements shall be owned in common by all of the Unit Owners and shall remain physically undivided, and no Unit Owner shall bring any action for partition or division of the Common Elements. By acceptance of a deed or other instrument of conveyance or assignment to a Unit, each Unit Owner shall be deemed to have specifically waived such Unit Owner's right to institute or maintain a partition action or any other cause of action designed to cause a division of the Common Elements, and this Section may be pleaded as a bar to the maintenance of such an action. Any Unit Owner who shall institute or maintain any such action shall be liable to the Association and hereby agrees to reimburse the Association for the Costs of Enforcement in defending any such action.

Section 3.5 Alterations of Units; Relocation of Boundaries Between Adjoining Units. Subject to receipt of prior written approval of the Declarant during the Period of Declarant Control and, thereafter, the Association, Unit Owner(s) shall have the right to alter their Units, and relocate boundaries between their Unit and an adjoining Unit, combine adjoining Units and alter and improve Limited Common Elements and reallocate Limited Common Elements between or among Units, subject to the provisions and requirements of this Declaration and of the Act and an appropriate reallocation of the share of Common Area Ownership and Common Expense Liability as set forth on Exhibit B. Any costs associated with replatting required to accomplish the foregoing shall be the responsibility of the Owner.

ARTICLE 4 - ALLOCATED INTERESTS

Section 4.1 Allocation of Interests. The Allocated Interests assigned to each Unit are set forth on Exhibit B. These interests have been allocated in accordance with the formulas set out in Section 4.2 below. These formulas are to be used in reallocating interests if Units are added to the Project or if Units are converted to Common Elements or Limited Common Elements.

Section 4.2 Formulas for the Allocation of Interests. The interests allocated to each Unit that are set forth on Exhibit B have been calculated by the Declarant using the following formulas:

(a) Undivided Interest in the Common Elements. The percentage of the undivided interest in the Common Elements allocated to each Unit is based on the square footage of the interior floor area of each Unit in relation to the square footage of the interior of all Units in the Project as a whole as determined by Declarant or, after the period of Declarant Control, the Association. Such percentage is to be used for tax

assessments pursuant to Section 55-1514 of the Act as well as liability pursuant to Section 55-1515 of the Act.

(b) Common Expense Liability. The percentage of Common Expense Liability allocated to each Unit is based on the relative undivided interests in the Common Elements allocated to each Unit, calculated as set forth in Section 4.2(a), above.

(c) Votes. Each Residential Unit shall be allocated one (1) vote. The Retail Unit shall be allocated one (1) vote. The Hotel Unit shall be allocated sixteen (16) votes.

Section 4.3 Rounding Convention. Allocated Interests, stated as a fraction or as a percentage, shall be rounded to the nearest tenth of a percent (.1%) and shall, in total, be deemed to equal one hundred percent (100%) for the purpose of this Declaration.

ARTICLE 5 - PLAT

The Plat shall be filed in the Records. The Plat shall be filed following substantial completion of the Improvement(s) depicted on the Plat and prior to the conveyance of any Unit depicted on the Plat to a purchaser. The Plat shall show the following:

- (a) the name and a general schematic map of the entire Project;
- (b) the location and dimensions of all existing improvements within that Real Estate;
- (c) the extent of any existing encroachments across any Project boundary;
- (d) to the extent feasible, a legally sufficient description of all easements serving or burdening any portion of the Project;
- (e) the location of each Unit and that Unit's identifying number;
- (f) horizontal Unit boundaries, with reference to all established data and that Unit's identifying number;

(g) any Units in which the Declarant has reserved the right to create additional Units or Common Elements, identified appropriately; and

(f) the approximate location and dimensions of all Limited Common Elements.

The Plat shall contain a certificate of a registered and licensed surveyor certifying that it was prepared subsequent to the substantial completion of the improvements and contains all information required by this Declaration and the Act. Each supplement shall set forth a like certificate when appropriate. In interpreting the Plat, the existing physical boundaries of each separate Unit as constructed shall be conclusively presumed to be its boundaries.

ARTICLE 6 - LEGAL DESCRIPTION AND TAXATION OF UNITS

Section 6.1 Contracts to Convey and Conveyances. Subsequent to the recording of the Declaration and Plat, contracts to convey, instruments of conveyance of Units, and every other instrument affecting title to a Unit shall be in substantially the following form with such omissions, insertions, recitals of fact, or other provisions as may be required by the circumstances or appropriate to conform to the requirements of any governmental authority, practice or usage or requirement of law with respect thereto:

Unit _____, according to the Declaration of Covenants, Conditions and Restrictions for 151 South Main Hotel & Residences, recorded _____, as Instrument No. _____ and the Plat recorded _____, as Instrument No. _____, in the office of the Recorder of Blaine County, Idaho.

Section 6.2 Conveyance Deemed to Describe an Undivided Interest in Common Elements. Every instrument of conveyance, Security Interest, or other instrument affecting the title to a Unit which legally describes the Unit substantially in the manner set forth above shall be construed to describe the Unit, together with the undivided interest in the Common Elements appurtenant to it, and together with all fixtures and improvements contained in it, and to incorporate all the rights incident to ownership to a Unit and all the limitations of ownership as described in the covenants, conditions, restrictions, easements, reservations, rights-of-way, and other provisions contained in this Declaration, including the easement of enjoyment to use the Common Elements.

Section 6.3 Separate Tax Assessments. Upon the filing for record of this Declaration and the Plat in the Records, Declarant shall deliver a copy of this Declaration to the assessor of Blaine County as provided by law. The lien for taxes assessed shall be confined to the Unit(s). No forfeiture or sale of any Unit for delinquent taxes, assessments, or other governmental charge shall divest or in any way affect the title to any other Unit.

ARTICLE 7 - UNIT OWNERS' PROPERTY RIGHTS IN COMMON ELEMENTS

Section 7.1 Common Elements. Every Unit Owner shall have a perpetual right and easement of access over, across, and upon the Common Elements for the purpose of access to and from the Unit from public ways for both pedestrian and vehicular travel, which right and easement shall be appurtenant to and pass with the transfer of title to such Unit; provided, however, that such right and easement shall be subject to the following:

- (a) the covenants, conditions, restrictions, easements, reservations, rights-of-way, and other provisions contained in this Declaration, and the Plat;
- (b) the right, without the obligation, of the Association from time to time to assign on an equitable basis portions of the Common Elements such as parking spaces or storage spaces for the exclusive use of the Unit Owner of a particular Unit by an appropriate instrument in writing;
- (c) the right, without the obligation, of the Association to adopt, from time to time, any and all rules and regulations concerning vehicular traffic and travel upon, in, under, and across the Project; and
- (d) the right, without the obligation, of the Association to adopt, from time to time, any and all rules and regulations concerning the Project as the Association may determine is necessary or prudent for the management, preservation, safety, control, and orderly operation of the Project for the benefit of all Unit Owners, and for facilitating the greatest and most convenient availability and use of the Units and Common Elements by Unit Owners.

Section 7.2 Limited Common Elements. Subject to the provisions of this Declaration, every Unit Owner shall have the right to use and enjoy the Limited Common Elements appurtenant to his Unit.

ARTICLE 8 - MEMBERSHIP AND VOTING RIGHTS IN ASSOCIATION

Section 8.1 Association Membership. The Association's Articles of Incorporation shall be filed no later than the date the first interest in a Unit in the Project is conveyed to a purchaser. Every Unit Owner shall be a member of the Association and shall remain a member for the period of the Unit Owner's ownership of a Unit. No Unit Owner, whether one or more persons or entity, shall have more than one membership per Unit owned, but all of the persons or entities owning a Unit shall be entitled to rights of membership and of use and enjoyment appurtenant to ownership of a Unit. Membership in the Association shall be appurtenant to, and may not be separated from, ownership of a Unit. If title to a Unit is held by more than one individual, by a firm, corporation, partnership, association or other legal entity or any combination thereof, such individuals, entity or entities shall appoint and authorize one person or alternate persons to represent the Unit Owners of the Unit. Such representative shall be a natural person who is a Unit Owner, or a designated board member or officer of a corporate Unit Owner, or a general partner of a partnership Unit Owner, or a comparable representative of any other entity, and such representative shall have the power to cast votes on behalf of the Unit Owner as a member of the Association, and serve on the Board of Directors if elected, subject to the provisions of and in accordance with the procedures more fully described in the Bylaws of the Association. Notwithstanding the foregoing, if only one of the multiple Unit Owners of a Unit is present at a meeting of the Association, such Unit Owner is entitled to cast the vote(s) allocated to that Unit. If more than one of the multiple Unit Owners are present and there is no written designation of an authorized representative, the vote allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the Unit Owners, which majority agreement may be assumed for all purposes if any one of the multiple Unit Owners casts the vote allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other Unit Owners of the Unit.

Section 8.2 Voting Rights and Meetings. Each Unit in the Project shall have the votes allocated in Section 4.2(c); provided, however, no vote allocated to a Unit owned by the Association may be cast. A meeting of the Association shall be held at least once each year. Special meetings of the Association may be called by the President, by a majority of the Board of Directors, or by Unit Owners having twenty-five percent (25%), or any lower percentage specified in the Bylaws, of the votes in the Association. Not less than ten (10) and no more than fifty (50) days in advance of any meeting, the Secretary or other officer specified in the Bylaws shall cause notice to be hand delivered, sent prepaid by United States Mail to the mailing address of each Unit Owner or sent via e-mail with the Unit Owner's consent to receive notice by such

means. The notice of any meeting must state the time and place of the meeting and the items on the agenda including the general nature of any proposed amendment to this Declaration or Bylaws, any budget changes, and any proposal to remove an officer or member of the Board of Directors. Unless the Bylaws provide for a lower percentage, a quorum is deemed present throughout any meeting of the Association if persons entitled to cast twenty percent (20%) of the votes, in person or by proxy, at the beginning of the meeting. Notwithstanding anything to the contrary contained herein, for a period of ten (10) years from the date of this Declaration, Declarant shall receive notice of and have the right to attend all meetings of the Association and/or its Board.

Section 8.3 Meeting to Approve Annual Budget. At the annual meeting of the Association or at a special meeting of the Association called for such purpose, the Unit Owners shall be afforded the opportunity to ratify a budget of the projected revenues, expenditures (both ordinary and capital) and reserves for the Association's next fiscal year as proposed by the Board of Directors. A summary of the budget proposed by the Board of Directors shall be mailed or sent via e-mail with the Unit Owner's consent to receive notice by such means, to the Unit Owners within thirty (30) days after its adoption by the Board of Directors, along with a notice of a meeting of the Association to be held not less than ten (10) nor more than fifty (50) days after mailing of the summary to the Unit Owners. Unless, at such meeting, a Majority of Owners, rather than a majority of those present and voting in person or by proxy, reject the proposed budget, the budget is ratified, regardless of whether a quorum is present at the meeting. In the event the proposed budget is rejected, the budget last ratified by the Unit Owners continues until such time as the Unit Owners ratify a subsequent budget proposed by the Board of Directors as provided above.

Section 8.4 Unit Owners' and Association's Addresses for Notices. All Unit Owners of each Unit shall have one and the same registered mailing address to be used by the Association or other Unit Owners for notices, demands, and all other communications regarding Association matters. The Unit Owner or the representative of the Unit Owners of a Unit shall furnish such registered address to the secretary of the Association or its' designated agent within ten days after transfer of title to the Unit to such Unit Owner or Unit Owners. Such registration shall be in written form and signed by all of the Unit Owners of the Unit or by such persons as are authorized to represent the interests of all Unit Owners of the Unit. If no address is registered or if all of the Unit Owners cannot agree, then the address of the Unit shall be deemed their registered address until another registered address is furnished as required under this Section 8.4. If the address of the Unit is the registered address of the Unit Owner(s), then any notice shall be deemed duly given if delivered to any person occupying the Unit or, if the Unit is unoccupied, if the notice is held and available for the Unit Owners

at the principal office of the Association. All notices and demands intended to be served upon the Board of Directors shall be sent to the Project or such other address as the Board of Directors may designate from time to time by notice to the Unit Owner(s). For the purposes of meeting Notices, any Unit Owner may consent to receive notice by email by providing the Association a current email address. Such email address shall be deemed valid unless and until a new email address is provided to the Association or consent to receive notice by email is withdrawn by the Unit Owner.

Section 8.5 Transfer Information. All Persons who acquire Unit(s) other than from Declarant shall provide to the Association written notice of the Person's name, address, Unit owned, date of transfer, and name of the former Unit Owner within ten (10) days of the date of transfer. The Person shall also provide a true and correct copy of the recorded instrument conveying or transferring the Unit or such other evidence of the conveyance or transfer as is reasonably acceptable to the Association. In addition, the Association may request such other information as the Association determines is necessary or desirable in connection with obtaining and maintaining information regarding conveyances and transfers of Units. The Association or Managing Agent shall have the right to charge the Person a reasonable administrative fee for processing the transfer in the records of the Association.

Section 8.6 Declarant Control of the Association. There shall be a Period of Declarant Control of the Association, during which a Declarant, or persons designated by the Declarant, may appoint and remove the officers and members of the Board of Directors, notwithstanding any voting requirements or other procedural requirements set forth herein or in the Bylaws. The Period of Declarant Control shall commence upon filing of the Articles of Incorporation of the Association and shall terminate no later than the last to occur of the following:

- (a) sixty (60) days after conveyance of the eleventh (11th) Residential Unit to Unit Owners other than a Declarant; or
- (b) prior to the conveyance of the eleventh (11th) Residential Unit, two (2) years after Declarant's last conveyance of a Residential Unit in the ordinary course of business without conveying another Residential Unit.

Declarant may voluntarily surrender the right to appoint and remove officers and members of the Board of Directors before termination of that period, but in that event the Declarant may require, for the duration of the Period of Declarant Control, that specified actions of the Association or Board of Directors, as described in a recorded

instrument executed by the Declarant, be approved by the Declarant before they become effective.

Section 8.7 Required Election of Residential Unit Owners. The Board of Directors shall consist of five (5) members, all of whom shall initially be appointed by the Declarant. Terms shall be for a period of two (2) years, except that the terms of two of the initial Board members shall be one (1) year. Not later than sixty (60) days after conveyance of twenty-five percent (25%) of the Residential Units to Unit Owners other than Declarant, one (1) member of the Board of Directors shall be elected by Residential Unit Owners other than the Declarant. Not later than sixty (60) days after conveyance of seventy five percent (75%) of the Residential Units to Unit Owners other than Declarant, a second member of the Board of Directors must be elected by Residential Unit Owners other than the Declarant, the Retail Unit Owner shall appoint one (1) member to the Board of Directors and the Hotel Unit Owner shall appoint two (2) members to the Board of Directors. Following the period of Declarant Control, in order to insure representation of Residential Unit Owners, the Retail Unit Owner and the Hotel Unit Owner in the affairs of the Association and to protect the valid interests of the Residential Units, the Retail Unit and the Hotel Unit in the operation of the Project, the Owners of the Residential Units, voting as a class, shall be entitled to elect two (2) members of the Board of Directors, and the Owner of the Retail Unit shall be entitled to appoint one (1) member of the Board of Directors and the Hotel Unit Owner shall be entitled to appoint two (2) members of the Board of Directors. The terms of the two (2) Directors elected by the Residential Unit Owners shall be staggered and the terms of the two (2) Directors appointed by the Hotel Unit Owner shall be staggered. The Board of Directors shall elect the officers. The members of the Board of Directors and officers shall take office upon election.

Section 8.8 Removal of Members of the Board of Directors. Subject to Section 8.6 hereof, following notice and an opportunity to be heard as required by this Declaration and the Act, the Unit Owners, by sixty-seven percent (67%) vote of all votes cast at a meeting of the Unit Owners at which a quorum is present, may remove a member of the Board of Directors with or without cause, other than a member appointed by the Declarant.

Section 8.9 Requirements for Turnover of Declarant Control. Within sixty (60) days after conveyance of seventy five percent (75%) of the Residential Units to Unit Owners other than Declarant, the Declarant shall deliver to the Association all property of the Unit Owners and of the Association held by or controlled by the Declarant, including without limitation the following items:

- (a) the original or a certified copy of the recorded Declaration as amended, the Association's articles of incorporation, Bylaws, minute books, other books and records, and any Rules and Regulations which may have been promulgated;
- (b) an accounting for Association funds and financial statements, from the date the Association received funds and ending on the date the Period of Declarant Control ends;
- (c) the Association funds or control thereof;
- (d) all of the Declarant's tangible personal property that has been represented by the Declarant to be the property of the Association or all of the Declarant's tangible personal property that is necessary for, and has been used exclusively in, the operation and enjoyment of the Common Elements, and inventories of these properties;
- (e) a copy, for the non-exclusive use of the Association, of any plans and specifications used in the construction or renovation of the Improvements;
- (f) all insurance policies then in force, in which the Unit Owners, the Association or its members of the Board of Directors and officers are named as insured persons;
- (g) copies of any certificates of occupancy that may have been issued with respect to the Improvements;
- (h) any other permits issued by governmental bodies applicable to the Project and which are currently in force or which were issued within one year prior to the date on which Unit Owners other than the Declarant took control of the Association;
- (i) written warranties of the contractor, subcontractors, suppliers, and manufacturers that are still effective;
- (j) a roster of Unit Owners and First Mortgagees and their addresses and telephone numbers, if known, as shown on the Declarant's records;
- (k) employment contracts in which the Association is a contracting party;

(l) any service contract in which the Association is a contracting party or in which the Association or the Unit Owners have any obligation to pay a fee to the persons performing the services;

(m) operation and maintenance documentation of any and all equipment owned by the Association; and

(n) maintenance recommendations for Common Elements including but not limited to furnishings, equipment, elevators and corridor surfaces, spas furniture and garbage receptacles.

Section 8.10 Agent for Service of Process. The Association's initial agent for service of process as contemplated by the Act shall be the person identified as such in the Articles of Incorporation.

ARTICLE 9 - ASSOCIATION POWERS AND DUTIES

Section 9.1 Association Management Duties. Subject to the rights and obligations of Declarant and other Unit Owners as set forth in this Declaration, the Association shall be responsible for the administration and operation of the Project and for the exclusive management, control, maintenance, repair, replacement, and improvement of the Common Elements and the Limited Common Elements, and shall keep the same in good, clean, attractive, and sanitary condition, order, and repair. The expenses, costs, and fees of such management, operation, maintenance, and repair by the Association shall be part of the Assessments, and prior approval of the Unit Owners shall not be required in order for the Association to pay any such expenses, costs, and fees. The Association shall establish and maintain, out of the installments of the annual Assessments, an adequate reserve account for maintenance, repair, or replacement of those Common Elements that must be replaced on a periodic basis. The Association shall adopt and amend budgets for revenues, expenditures, and reserves which will be the basis for collection of Assessments for Common Expenses from Unit Owners. The Association shall keep financial records sufficiently detailed to enable the Association to comply with the requirement that it provide statements of status of Assessments. All financial and other records of the Association shall be made reasonably available for examination by any Unit Owner and such Unit Owner's authorized agents.

Section 9.2 Association Powers. The Association shall have, subject to the limitations contained in this Declaration and the Act, the powers necessary for the

administration of the affairs of the Association and the upkeep of the Project which shall include, but not be limited to, the power to:

- (a) adopt and amend Bylaws and Rules and Regulations;
- (b) adopt and amend budgets for revenues, expenditures and reserves;
- (c) collect assessments for Common Expenses from Owners;
- (d) create and maintain reserve accounts;
- (e) hire and discharge Managing Agents, provided however, that for a period of thirty-six (36) months following the Period of Declarant Control, no Managing Agent that was hired by the Declarant pursuant to a written management agreement shall be discharged by the Association or its Board without approval of each class of Unit Owners.
- (f) hire and discharge employees and agents, other than Managing Agents, and independent contractors;
- (g) institute, defend or intervene in litigation or administrative proceedings or seek injunctive relief for violation of the Declaration, Bylaws or Rules and Regulations in the Association's name on behalf of the Association or two or more Unit Owners on matters affecting the Project;
- (h) make contracts and incur liabilities;
- (i) regulate the use, maintenance, repair, replacement and modification of the Common Elements;
- (j) cause additional improvements to be made as part of the Common Elements;
- (k) acquire, hold, encumber, and convey in the Association's name any right, title or interest to real property or personal property, but Common Elements may be conveyed or subjected to a Security Interest only pursuant to the requirements of the Act;

- (l) grant easements, including permanent easements, leases, licenses and concessions, through or over the Common Elements;
- (m) impose and receive a payment, fee, or charge for the use, rental or operation of the Common Elements, other than Limited Common Elements, and for services provided to Unit Owners;
- (n) impose a reasonable charge for late payment of Assessments, recover Costs of Enforcement for collection of Assessment and other actions to enforce the powers of the Association, regardless of whether or not suit was initiated and, after notice and hearing, levy reasonable fines for violations of this Declaration, Bylaws and Rules and Regulations of the Association;
- (o) impose a reasonable charge for the preparation and recordation of amendments to this Declaration or for preparation of statements of unpaid Assessments;
- (p) provide for the indemnification of the Association's officers and Board of Directors and maintain Board of Directors' and officers' liability insurance;
- (q) assign the Association's right to future income, including the right to receive Assessments;
- (r) by resolution, establish committees of the Board of Directors and/or Unit Owners, permanent and standing, to perform any of the above functions under specifically delegated administrative standards, as designated in the resolution establishing the committee;
- (s) exercise any other powers conferred by this Declaration or the Bylaws;
- (t) establish policies and procedures for entry into Units under authority granted to the Association in the Project Documents for the purpose of cleaning, maid service, maintenance and repair including emergency repair, and for the purpose of abating a nuisance or a known or suspected dangerous or unlawful activity;
- (u) exercise any other power that may be exercised in Idaho by legal entities of the same type as the Association; and

(v) exercise any other power necessary and proper for the governance and operation of the Association.

Section 9.3 Actions by Board of Directors. Except as specifically otherwise provided in this Declaration, the Bylaws or the Act, the Board of Directors may act in all instances on behalf of the Association.

Section 9.4 Board of Directors Meetings. All meetings of the Board of Directors, at which action is to be taken by vote, will be open to the Unit Owners and at the request of any member, agendas for meetings of the Board of Directors shall be made reasonably available for examination by the member of the Association or their representatives, except that meetings of the Board of Directors may be held in executive session(s), without giving notice and without the requirement that they be open to Unit Owners, in the following situations:

- (a) matters pertaining to employees of the Association or involving the employment, promotion, discipline or dismissal of an officer, agent, or employee of the Association;
- (b) consultation with legal counsel concerning disputes that are the subject of pending or imminent court proceedings or matters that are privileged or confidential between attorney and client;
- (c) investigative proceedings concerning possible or actual criminal misconduct;
- (d) matters subject to specific constitutional, statutory, or judicially imposed requirements protecting particular proceedings or matters from public disclosure;
- (e) any matter the disclosure of which would constitute an unwarranted invasion of individual privacy, including but not limited to violations and collections proceedings.

Section 9.5 Right to Notice and Hearing. Whenever the Project Documents require that an action be taken after "notice and hearing," the following procedure shall be observed: The party proposing to take the action (e.g., the Board of Directors, a committee, an officer, the Managing Agent, etc.) shall give notice of the proposed action to all Unit Owners whose interests the proposing party reasonably determines

would be significantly affected by the proposed action. The notice shall be delivered personally or mailed not less than three (3) days before the proposed action is to be taken. The notice shall include a general statement of the proposed action and the date, time and place of the hearing. At the hearing, the affected person shall have the right, personally or by a representative, to give testimony orally and/or in writing, subject to reasonable rules of procedure established by the party conducting the hearing to assure a prompt and orderly resolution of the issues. Such evidence shall be considered in making the decision but shall not bind the decision makers. The affected person shall be notified of the decision in the same manner in which notice of the hearing was given. Any Unit Owner having a right to notice and hearing shall have the right to appeal to the Board of Directors from a decision of a proposing party other than the Board of Directors by filing a written notice of appeal with the Board of Directors within ten (10) days after being notified of the decision. The Board of Directors shall conduct a hearing at the next scheduled executive meeting or within forty-five (45) days whichever is shorter, giving the same notice and observing the same procedures as were required for the original hearing.

ARTICLE 10 - ASSESSMENTS

Section 10.1 Commencement of Annual Assessments. Until the Association makes an Assessment for Common Expenses, the Declarant shall pay all Common Expenses. After any Assessment has been made by the Association, Assessments shall be made no less frequently than annually and shall be based on a budget adopted no less frequently than annually by the Association.

Section 10.2 Annual Assessments. The Association shall levy annual Assessments to pay for the Common Expense Liability allocated to each Unit pursuant to this Declaration. The total annual Assessments shall be based upon a budget of the Association's cash requirements for upkeep of the Project including maintenance, repair and replacement of the Common Elements as required by the Act and the Project Documents, the funding of reserve funds created pursuant to Section 10.14 of this Declaration, and the reasonable costs for use of Hotel Amenities and Hotel Services pursuant to Section 13.6. Any surplus funds of the Association remaining after payment of or provision for Common Expenses and any prepayment of or provision for reserves shall be allocated to one or more reserve funds for the future financial needs of the Association as determined by the Board of Directors.

Section 10.3 Apportionment of Annual Assessments. The total annual Assessment for any fiscal year of the Association shall be assessed to the Units in proportion to their Percentage of Common Expenses Liability set forth on Exhibit B,

subject to: (a) Common Expenses which are separately metered or assessed to the Units by third parties; (b) Common Expenses associated with the maintenance, repair or replacement of Limited Common Elements which shall be assigned equally or on such other equitable basis as the Board of Directors shall determine to the Units to which the specific Limited Common Elements are appurtenant; (c) Common Expenses or portions thereof benefiting fewer than all of the Units which shall be assessed exclusively against the Units benefited; (d) any increased cost of insurance based upon risk which shall be assessed to Units in proportion to the risk; (e) any Common Expense caused by the misconduct of any Unit Owner(s), which may be assessed exclusively or on such other equitable basis as the Board of Directors shall determine against such Unit Owner(s); and (f) any expenses which are charged equally to the Units. All such allocations of Common Expenses Liability to the Units on a basis other than the Units' Percentage of Common Expenses Liability shall be made by the Board of Directors. In making the allocations, the Board of Directors shall use as a guide the assignment of various Common Expenses to the following categories: utilities (unless separately metered or disproportionately benefiting fewer than all Units), insurance, exterior building maintenance and repairs, and reserves. All Common Expenses associated with maintenance, repair or replacement of areas that serve exclusively Residential Units, the Hotel Unit or the Retail Unit, shall be allocated to only such Units.

Section 10.4 Special Assessments. In addition to the annual Assessments authorized above, the Board of Directors may at any time and from time to time determine, levy, and assess in any fiscal year a special Assessment applicable to that particular fiscal year (and for any such longer period as the Board of Directors may determine) for the purpose of defraying, in whole or in part, the unbudgeted costs, fees, and expenses of any construction, reconstruction, repair, demolishing, replacement, renovation or maintenance of the Project, specifically including any fixtures and personal property related to it. Any amounts determined, levied, and assessed pursuant to this Declaration shall be assessed to the Units pursuant to the provisions in Section 10.3 entitled "Apportionment of Annual Assessments" set forth above.

Section 10.5 Due Dates for Assessment Payments. Unless otherwise determined by the Board of Directors, the Assessments which are to be paid in installments shall be paid quarterly in advance and shall be due and payable to the Association at its office or as the Board of Directors may otherwise direct in any Management Agreement, without notice (except for the initial notice of any special Assessment), on the first day of each quarter. If any such installment shall not be paid within thirty (30) days after it shall have become due and payable, then the Board of Directors may assess a late charge, default interest charge (not to exceed the rate from time to time allowed by law), fee, or such other charge as the Board of Directors may fix

by rule from time to time to cover the extra expenses involved in handling such delinquent Assessment installment. A Unit Owner's Assessment shall be prorated if the ownership of a Unit commences or terminates on a day other than the first day or last day, respectively, of a month or other applicable payment period. However, if the Common Expenses Liability is re-allocated, any installment(s) of an assessment not yet due shall be recalculated in accordance with the re-allocated Common Expenses Liability.

Section 10.6 Default Assessments. All Costs of Enforcement assessed against a Unit Owner pursuant to the Project Documents, or any expense of the Association which is the obligation of a Unit Owner pursuant to the Project Documents shall become a default Assessment assessed against the Unit Owner's Unit. Notice of the amount and demand for payment of such default Assessment shall be sent to the Unit Owner ten (10) days prior to enforcing any remedies for non-payment hereunder.

Section 10.7 Covenant of Personal Obligation for Assessments. Declarant, by creating the Units pursuant to this Declaration, and all other Unit Owners, by acceptance of the deed or other instrument of transfer of his Unit (whether or not it shall be so expressed in such deed or other instrument of transfer), are deemed to personally covenant and agree, jointly and severally, with all other Unit Owners and with the Association, and hereby do so covenant and agree to pay to the Association the (a) annual Assessments, (b) special Assessments, and (c) default Assessments applicable to the Unit Owner's Unit. No Unit Owner may waive or otherwise escape personal liability for the payment of the Assessments provided for in this Declaration by not using the Common Elements or the facilities contained in the Common Elements or by abandoning or leasing his Unit.

Section 10.8 Lien for Assessments; Assignment of Rents. The annual, special, and default Assessments (including installments of the Assessments) arising under the provisions of the Project Documents shall be burdens running with the specific Unit to which such Assessments apply. The Association may impose a lien upon a specific Unit, by preparing a written lien notice setting forth the description of the Unit, the amount of Assessments on the Unit unpaid as of the date of such lien notice, the rate of default interest as set by the Rules and Regulations, the name of the Unit Owner or Unit Owners of the Unit, and any and all other information that the Association may deem proper. The lien notice shall be signed by a member of the Board of Directors, an officer of the Association, or the Managing Agent and shall be recorded in the Records. Upon any default in the payment of annual, special, or default Assessments, the Association shall also have the right to appoint a receiver to collect all rents, profits, or other income from the Unit payable to the Unit Owner and to apply all such rents, profits, and income

to the payment of delinquent Assessments. Each Unit Owner, by ownership of a Unit, agrees to the assignment of such rents, profits and income to the Association effective immediately upon any default in the payment of annual, special, or default Assessments.

Section 10.9 Remedies for Nonpayment of Assessments. If any annual, special, or default Assessment (or any installment of the Assessment) is not fully paid within thirty (30) days after the same becomes due and payable, then as often as the same may happen, (a) interest shall accrue at the default rate set by the Rules and Regulations on any amount of the Assessment in default, accruing from the due date until date of payment, (b) the Association may declare due and payable all unpaid installments of the annual Assessment or any special Assessment otherwise due during the fiscal year during which such default occurred, (c) the Association may thereafter bring an action at law or in equity, or both, against any Unit Owner personally obligated to pay the same, (d) the Association may proceed to foreclose its lien against the particular Unit pursuant to the power of sale granted to the Association by this Declaration or in the manner and form provided by Idaho law for foreclosure of real estate mortgages and (e) the Association may suspend the Owner's right to vote in Association matters until the Assessment is paid. An action at law or in equity by the Association (or counterclaims or cross-claims for such relief in any action) against a Unit Owner to recover a money judgment for unpaid Assessments (or any installment thereof) may be commenced and pursued by the Association without foreclosing or in any way waiving the Association's lien for the Assessments. Foreclosure or attempted foreclosure by the Association of its lien shall not be deemed to stop or otherwise preclude the Association from again foreclosing or attempting to foreclose its lien for any subsequent Assessments (or installments thereof) which are not fully paid when due or for any subsequent default Assessments. The Association shall have the power and right to bid in or purchase any Unit at foreclosure or other legal sale and to acquire and hold, lease, mortgage, and to convey, or otherwise deal with the Unit acquired in such proceedings.

Section 10.10 Purchaser's Liability for Assessments. Notwithstanding the personal obligation of each Unit Owner to pay all Assessments on the Unit, all purchasers shall be jointly and severally liable with the prior Unit Owner(s) for any and all unpaid Assessments against such Unit, without prejudice to any such purchaser's right to recover from any prior Unit Owner any amounts paid thereon by such purchaser. A purchaser's obligation to pay Assessments shall commence upon the date the purchaser becomes the Unit Owner of a Unit. For Assessment purposes, the date a purchaser becomes the Unit Owner shall be determined as follows: (a) in the event of a conveyance or transfer by foreclosure, the date a purchaser becomes the Unit Owner

shall be deemed to be upon the expiration of all applicable redemption periods; (b) in the event of a conveyance or transfer by deed in lieu of foreclosure a purchaser shall be deemed to become the Unit Owner of a Unit upon the execution and delivery of the deed or other instruments conveying or transferring title to the Unit, irrespective of the date the deed is recorded; and (c) in the event of conveyance or transfer by deed, a purchaser shall be deemed to become the Unit Owner upon the execution and delivery of the deed or other instruments conveying or transferring title of the Unit, irrespective of the date the deed is recorded. However, such purchaser shall be entitled to rely upon the existence and status of unpaid Assessments as shown upon any certificate issued by or on behalf of the Association to such named purchaser pursuant to the provisions of this Declaration.

Section 10.11 Waiver of Homestead Exemption; Subordination of Association's Lien for Assessments. By acceptance of the deed or other instrument of transfer of a Unit, each Unit Owner irrevocably waives the homestead exemption provided by Idaho Code § 55-1001 et seq., as amended. The Association's lien on a Unit for Assessments shall be superior to all other liens and encumbrances except the following:

- (a) real property ad valorem taxes and special assessment liens duly imposed by an Idaho governmental or political subdivision or special taxing district, or any other liens made superior by statute; and
- (b) the lien of any First Mortgagee except to the extent Idaho law grants priority for Assessments to the Association.

Any First Mortgagee who acquires title to a Unit by virtue of foreclosing a First Mortgage or by virtue of a deed or assignment in lieu of such a foreclosure, or any purchaser at a foreclosure sale of a First Mortgage, will take the Unit free of any claims for unpaid Assessments and Costs of Enforcement against the Unit which accrue prior to the time such party acquires title to the Unit, except to the extent the amount of the extinguished lien may be reallocated and assessed to all Units as a Common Expense and except to the extent the Act grants lien priority for Assessments to the Association. All other persons not holding liens described in this Section and obtaining a lien or encumbrance on any Unit after the recording of this Declaration shall be deemed to consent that any such lien or encumbrance shall be subordinate and inferior to the Association's lien for Assessments and Costs of Enforcement as provided in this Article, whether or not such consent is specifically set forth in the instrument creating any such lien or encumbrance.

Sale or other transfer of any Unit, (a) except as provided above with respect to First Mortgagees, (b) except in the case of foreclosure of any lien enumerated in this Section, and (c) except as provided in the next Section, shall not affect the Association's lien on such Unit for Assessments due and owing prior to the time such purchaser acquired title and shall not affect the personal liability of each Unit Owner who shall have been responsible for the payment thereof. Further, no such sale or transfer shall relieve the purchaser of a Unit from liability for, or the Unit from the lien of, any Assessments made after the sale or transfer.

Section 10.12 Statement of Status of Assessments. On or before fourteen (14) calendar days after receipt of written notice to the Managing Agent or, in the absence of a Managing Agent, to the Board of Directors and payment of a reasonable fee set from time to time by the Board of Directors, any Unit Owner, holder of a Security Interest, prospective purchaser of a Unit or their designees shall be furnished a statement of the Unit Owner's account setting forth:

- (a) the amount of any unpaid Assessments then existing against a particular Unit;
- (b) the amount of the current installments of the annual Assessment and the date that the next installment is due and payable;
- (c) the date(s) for payment of any installments of any special Assessments outstanding against the Unit; and
- (d) any other information, deemed proper by the Association, including the amount of any delinquent Assessments created or imposed under the terms of this Declaration.

Upon the issuance of such a certificate signed by a member of the Board of Directors, by an officer of the Association, or by a Managing Agent, the information contained therein shall be conclusive upon the Association as to the person or persons to whom such certificate is addressed and who rely on the certificate in good faith.

Section 10.13 Liens. Except for Assessment liens as provided in this Declaration, mechanics' liens (except as prohibited by this Declaration), tax liens, judgment liens and other liens validly arising by operation of law and liens arising under Security Interests, there shall be no other liens obtainable against the Common Elements or against the interest of any Unit Owner in the Common Elements except a Security Interest in the Common Elements granted by the Association pursuant to the requirements of the Act.

Section 10.14 Reserve Funds. The Association shall maintain (i) a capital reserve fund for the repair, restoration and replacement of the Common Elements; and (ii) a general operating reserve fund. The reserve funds shall be funded as follows:

(a) At the Closing of a sale of a Residential Unit by Declarant to an Owner, the Owner shall pay to the Association an amount equal to the Association's estimate of three (3) months of general operating Assessments to be levied against that Unit for the fiscal year in which that sale occurs, which shall be deposited into the general operating reserve fund. Such payments shall be in addition to, and shall not be credited against, the Owner's obligation to pay regular and special Assessments levied against the Units by the Association. Upon the sale of a Residential Unit by an Owner, the Association shall not be obligated to return to the transferor any funds held in reserve funds.

(b) Prior to Closing of the first sale of a Residential Unit, Declarant shall likewise pay to the Association an amount equal to the Association's estimate of three (3) months of general operating Assessments to be levied against the Hotel and Retail Units for the Association's initial fiscal year, which shall be deposited into the general operating reserve fund.

(c) Thereafter, the Association may increase the reserve funds or replace funds withdrawn from any reserve funds with funds collected through Assessments. The amounts held in such reserve funds shall be set at the discretion of the Board of Directors. All reserve funds shall be maintained in FDIC insured, interest bearing accounts.

ARTICLE 11 - MAINTENANCE RESPONSIBILITY

Section 11.1 Unit Owner's Rights and Duties with Respect to Interiors. Except as may be provided in the purchase and sale agreement or other conveyancing documents executed by Declarant in connection with sales to initial purchasers of the Units, each Owner of a Unit shall have the exclusive right and duty to paint, tile, paper, or otherwise decorate or redecorate and to maintain and repair the interior surfaces of the walls, floors, ceilings, windows and doors forming the boundaries of such Unit Owner's Unit and all walls, floors, ceilings, and doors within such boundaries. Notwithstanding the foregoing, no Residential Unit Owner shall be permitted to install any hardwood floor or other hard surface improvements in his Unit that might affect adjoining Units by increasing noise or vibrations, without the prior written approval of

the Association, which approval may be denied, or conditioned, in the Association's sole discretion. Owners of the Units shall install and maintain window coverings that are consistent with the standards adopted by the Association.

Any decoration, maintenance or repair to the Unit must be performed in such a manner, so that it shall be in compliance with industry standard codes and construction practices.

Section 11.2 Responsibility of the Unit Owner. The Unit Owner of any Unit shall, at the Unit Owner's expense, maintain and keep in repair all fixtures, equipment, and utilities installed and included in a Unit commencing at a point where the fixtures, equipment, and utilities enter the Unit. A Unit Owner shall not allow any action or work that will impair the structural soundness of the improvements, impair the proper functioning of the utilities, heating, ventilation, or plumbing systems or integrity of the Improvement(s), or impair any easement or hereditament. Subject to the Association's overall responsibility for maintenance of the Limited Common Elements, each Unit Owner shall be responsible for routine maintenance and care of the walls, floors, ceilings, windows and doors of any balcony or patio or of any other Limited Common Elements appurtenant to the Unit Owner's Unit, and for keeping the same in a good, clean, sanitary, and attractive condition. Notwithstanding the foregoing, Unit Owners shall not be responsible for damage to exterior doors and windows except if as a result of a negligent or willful act of said Owner. The Association shall not be responsible for repairs occasioned by casualty due to the act or negligence of the Unit Owner or Occupant of the Unit except as provided in Article 16.

The Association shall not be responsible for damage that occurs due to the Unit Owner's failure to abide by the operation recommendations included in Operation, Maintenance and/or Warranty Manuals for the Unit or for Common Elements.

Section 11.3 Unit Owner's Negligence. In the event that the need for maintenance, repair, or replacement of all or any portion of the Common Elements is caused through or by the negligent or willful act or omission of a Unit Owner or Occupant, then the expenses incurred by the Association for such maintenance, repair, or replacement shall be a personal obligation of such Unit Owner; and, if the Unit Owner fails to repay the expenses incurred by the Association within seven days after notice to the Unit Owner of the amount owed, then the failure to so repay shall be a default by the Unit Owner, and such expenses shall automatically become a default Assessment determined and levied against such Unit, enforceable by the Association in accordance with this Declaration.

Section 11.4 Responsibility of the Association. The Association, without the requirement of approval of the Unit Owners, shall maintain and keep in good repair, replace, and improve, as a Common Expense, all of the Project not required in this Declaration to be maintained and kept in good repair by a Unit Owner or by Declarant.

Section 11.5 Utilities and Services. The Association shall be responsible for obtaining utilities for all Units including, but not limited to, heating, cooling, water, sewer, electric, trash, recycling, telephone, internet service (including wireless internet) and cable. Such Utilities and Services shall be separately metered to each Unit to the extent reasonably feasible.

- a) Heating, Cooling and Domestic Hot Water. Costs associated heating, cooling and domestic hot water for Units located on the fourth and fifth floors will be determined based on flow and BTU meters controlling use of such utilities for all Units on each floor. Costs will be allocated among the Units on each floor based on the square footage of each Unit as it relates to the combined square footage of all Units located on that floor. Only that portion of the Hotel Unit that is located on the fourth floor shall be utilized in determining the allocation of shared utility costs for Units located on the fourth floor.
- b) Natural Gas. Costs associated with natural gas usage for Units located on the fourth and fifth floors will be determined based on meters for the total usage of gas serving all Units on each floor. Such costs will be allocated among the Units on each floor based on the number of gas appliances in each Unit as it relates to the total combined number of gas appliances of all Units located on that floor. Only that portion of the Hotel Unit that is located on the fourth floor shall be utilized in determining the allocation of shared natural gas costs for Units located on the fourth floor.

ARTICLE 12 - MECHANICS' LIENS

Section 12.1 Mechanics' Liens. Subsequent to recording of this Declaration and the filing of the Plat in the Records, no labor performed or materials furnished for use and incorporated in any Unit with the consent of or at the request of the Unit Owner or the Unit Owner's agent, contractor or subcontractor, shall be the basis for the filing of a lien against a Unit of any other Unit Owner not expressly consenting to or requesting the same, or against any interest in the Common Elements except as to the undivided interest therein appurtenant to the Unit of the Unit Owner for whom such labor shall have been performed or such materials shall have been furnished. Each Unit Owner shall indemnify and hold harmless each of the other Unit Owners and the

Association from and against any liability or loss arising from the claim of any mechanics' lien or for labor performed or for materials furnished in work on such Unit Owner's Unit, against the Unit of another Unit Owner or against the Common Elements, or any part thereof.

Section 12.2 Enforcement by the Association. At its own initiative or upon the written request of any Unit Owner (if the Association determines that further action by the Association is proper), the Association shall enforce the indemnity provided by the provisions of this Article 12 by collecting from the Unit Owner of the Unit on which the labor was performed or materials furnished the amount necessary to discharge by bond or otherwise any such mechanics' lien, to pay all costs and reasonable attorneys' fees incidental to the lien, and to obtain a release of such lien. If the Unit Owner of the Unit on which the labor was performed or materials furnished refuses or fails to indemnify within five (5) days after the Association shall have given notice to such Unit Owner of the total amount of the claim, then the failure to so indemnify shall be a default by such Unit Owner under the provisions of this Section 12.2, and such amount to be indemnified shall automatically become a default Assessment determined and levied against such Unit, and enforceable by the Association pursuant to this Declaration.

ARTICLE 13 - USE RESTRICTIONS

Section 13.1 Use of Units. Except for uses reserved to Declarant in Article 15 entitled "Special Declarant Rights and Additional Reserved Rights", all Residential Units shall be used for single family dwelling and lodging purposes only. Unit Owners of the Residential Units may rent or lease such Units to others for these purposes. The Retail Unit shall be used for commercial, retail sales or restaurant uses. The Hotel Unit shall be used for commercial hotel uses, including but not limited to lobby, reception, recreation facilities, restaurant, bar, banquet, meeting facilities and lodging rooms. All Unit Owners hereby consent to the sale of alcoholic beverages by the Owner of the Hotel Unit and hereby grant to the Owner of the Hotel Unit a license combined with a possessory interest for such purposes.

Section 13.2 Use of Common Elements. There shall be no obstruction of the Common Elements, nor shall anything be kept or stored on any part of the Common Elements by any Residential Unit Owner without the prior written approval of the Association. Nothing shall be altered on, constructed in, or removed from the Common Elements by any Unit Owner without the prior written approval of the Association. There shall be no rubbish or debris of any kind placed or permitted to accumulate and no odors shall be permitted to arise from the property so as to render any portion of the Project unsanitary, unsightly, offensive or detrimental to any property or person. Trash,

garbage or other waste shall be kept only in sanitary containers. No Unit Owner shall permit or cause any trash or refuse to be kept on any portion of the Project other than in receptacles customarily used for it, which shall be located in places specifically designed for such purpose. No smoking shall be permitted in Common Areas, including Limited Common Areas.

Section 13.3 Prohibition of Increases in Insurable Risks and Certain Activities. Nothing shall be done or kept in any Unit or in or on the Common Elements, or any part thereof, which would result in the cancellation of the insurance on all or any part of the Project or in an increase in the rate of the insurance on all or any part of the Project over what the Association, but for such activity, would pay, without the prior written approval of the Association. Nothing shall be done or kept in any Unit or in or on the Common Elements which would be in violation of any statute, rule, ordinance, regulation, permit, or other imposed requirement of any governmental body having jurisdiction over the Project. No damage to or waste of the Common Elements shall be committed by any Unit Owner or Occupant, and each Unit Owner shall indemnify and hold the Association and the other Unit Owners harmless against all loss resulting from any such damage or waste caused by him or an Occupant of his Unit. Failure to so indemnify shall be a default by such Unit Owner under this Section. At its own initiative or upon the written request of any Unit Owner (and if the Association determines that further action by the Association is proper), the Association shall enforce the foregoing indemnity as a default Assessment levied against such Unit.

Section 13.4 Structural Alterations and Exterior Appearance. No structural alterations to any Unit, including the construction of any additional skylight, window, door or other alteration visible from the exterior of the Unit or to any Common Element nor any modification of water distribution lines shall be made or caused to be made by any Unit Owner without the prior written approval of the Declarant during the Period of Declarant Control and, thereafter, the Association. No clothes lines, satellite dishes, television antennas, wiring or installation of air conditioning equipment, window coverings or other improvements, alterations or decorations visible from outside a Unit shall be added by a Unit Owner without the prior written approval of the Declarant during the Period of Declarant Control and, thereafter, the Association. Except for interior decorations not visible from outside a Unit and alteration or relocation of walls constituting Limited Common Elements, no alteration or subdivision of Units or relocation of boundaries between adjoining Units shall be made by the Unit Owners without the prior written approval of the Declarant during the Period of Declarant Control and, thereafter, by the Association. The Association shall promulgate Rules and Regulations establishing procedures for the approvals required by this Section 13.4. Such Rules and Regulations shall include, but shall not be limited to, requirements that

the applicant submit (a) plans and specifications showing the nature, kind, shape, height, color, materials, and location of the proposed alterations in sufficient detail for the Association and Declarant to review them; and (b) processing and/or review fees, which may include any professional fees the Association or Declarant might incur in retaining architects or engineers to review the plans and specifications. The Rules and Regulations shall specifically consider the impact of the alteration on the harmony of external design and location in relation to surrounding structures and topography.

Section 13.5 Use Restrictions. No animal pens, sheds, fences or other outbuildings or structures of any kind shall be erected by any Unit Owner. No activity shall be allowed which interferes unduly with the peaceful possession and proper use of the Project by the Unit Owners, nor shall any fire hazard or unsightly accumulation of refuse be allowed. No lights shall be emitted which are unreasonably bright or cause unreasonable glare; no sound shall be emitted which is unreasonably loud or annoying; and no odor shall be emitted which is nauseous or offensive to others. No livestock, animals, poultry or fowl shall be kept in any Unit other than domestic dogs and cats, provided that no such dog or cat which is or becomes an annoyance or nuisance to other Occupants of the Project shall thereafter be kept in any Unit. In the event Rules and Regulations relating to the Use Restrictions are adopted by the Association related to pets, the more stringent restriction on such use shall control.

Section 13.6 Use of Hotel Amenities and Hotel Services. The operator of the Hotel Unit offers various amenities, including, without limitation, a pool and fitness area, hot tub, and fire pit(s), (collectively "Hotel Amenities") and may offer various services including, without limitation, airport shuttle service, town shuttle service and breakfast buffet (collectively, "Hotel Services"). Association Assessments on Residential Units shall include reasonable amounts to offset the proportional maintenance costs for the Hotel Amenities as well as the reasonable costs of providing Hotel Services to Residential Unit Owners. Residential Unit Owners and their guests, including rental occupants of their Unit, shall be entitled to use Hotel Amenities without additional charge. Residential Unit Owners and their accompanied guests shall be entitled to use Hotel Services without additional charge. Unaccompanied guests and rental occupants of a Residential Unit may use Hotel Services by paying a fee set by the operator of the Hotel Unit. Residential Unit Owners, unaccompanied guests and rental occupants of a Residential Unit must inform the Association or its agent of the identity, number of occupants and duration of occupancy prior to commencing occupancy. Residential Unit Owners shall be responsible for any fees for Hotel Services incurred by unaccompanied guests and rental occupants to the extent such fees are not paid directly by the guest or occupant, which fees may be collected in the same manner as Assessments pursuant to Article 10, hereof, and paid to the hotel operator for the Hotel Services rendered.

Section 13.7 Limit on Timesharing. No Unit Owner, excluding Declarant, shall offer or sell any interest in such Unit under a "timesharing" or "interval ownership" plan, or any similar plan without the specific prior written approval of the Declarant during the Period of Declarant Control, and thereafter the Association.

Section 13.8 Restriction on Signs. No signs, billboards, posterboards, or advertising structure of any kind shall be displayed, erected, or maintained for any purpose whatsoever except such signs as have been approved by the Declarant during the Period of Declarant Control and, thereafter, the Association. Any signs which are permitted under the foregoing restrictions shall be erected or maintained on the Project only with the prior written approval of the Declarant during the Period of Declarant Control, and thereafter the Association, which approval shall be given only if such signs are of attractive design and as small a size as reasonably possible and shall be placed or located as directed or approved by the Association.

Section 13.9 Restrictions on Use of Parking and Storage Areas. No parking shall be permitted at any location on the Property unless specifically designated for parking by the Association. All parking spaces shall be used for parking operable vehicles only. No boat, trailer, recreational vehicle, camper or commercial vehicle shall be parked or left within the Project garage. The Association reserves to itself the right to designate, assign and reserve the parking areas of the Project, both above grade and below grade, for use by all of the Owners, tenants and invitees of the Hotel Unit, Retail Unit or Residential Units, other than those parking spaces specifically reserved by this Declaration to be the entitlement of any Residential Unit. No storage is permitted outside of Units except in specifically designated storage areas. No Owner may use any parking or storage space assigned to another. No Owner may use any parking space for storage or use any parking or storage space in any manner that obstructs or interferes with any other Owner's parking or storage rights or that constitutes a safety hazard. Without limiting the generality of the powers of the Association with respect to parking or storage, the Association is specifically authorized, but not obligated, to remove any vehicle parked in any area not designated for parking, or any vehicle parked in any space that is assigned to another person or reserved for a specific use, or any vehicle parked in an obstructing or hazardous manner, or any improperly stored or hazardous materials, in all cases at the expense of the Owner or Occupant that owns such vehicle or materials. Expenses incurred by the Association in connection with such removal (and storage, if necessary) shall be a personal obligation of such Owner and, if the Owner fails to pay such amount within seven (7) days after notice to the Owner of the amount owed, then the failure to pay shall be a default by the Owner and such expenses shall automatically become a default Assessment determined and levied against such Unit enforceable by the Association as provided in this Declaration.

ARTICLE 14 - EASEMENTS

Section 14.1 Easement of Enjoyment. Every Unit Owner shall have a non-exclusive easement for the use and enjoyment of the Common Elements, which shall be appurtenant to and shall pass with the title to every Unit, subject to the easements set forth in this Article 14 and the easements and restrictions set forth in Article 7 entitled "Unit Owners' Property Rights in Common Elements".

Section 14.2 Delegation of Use. Any Unit Owner may delegate, in accordance with the Project Documents, the Unit Owner's right of enjoyment in the Common Elements to an Occupant of the Unit Owner's Unit.

Section 14.3 Recorded Easements. The Property shall be subject to any easements shown on any recorded plat affecting the Property, shown on the recorded Plat or reserved or granted under this Declaration.

Section 14.4 Easements for Encroachments. The Project, and all portions of it, is subject to easements hereby created for encroachments between Units and the Common Elements as follows:

- (a) in favor of all Unit Owners, so that they shall have no legal liability when any part of the Common Elements encroaches upon a Unit;
- (b) in favor of each Unit Owner, so that the Unit Owner shall have no legal liability when any part of his Unit encroaches upon the Common Elements or upon another Unit; and
- (c) in favor of all Unit Owners, the Association, and the Unit Owner of any encroaching Unit for the maintenance and repair of such encroachments.

Encroachments referred to in this Section 14.4 include, but are not limited to, encroachments caused by error or variance from the original plans in the construction of the Improvements or any Unit constructed on the Property, by error in the Plat, by settling, rising, or shifting of the earth, or by changes in position caused by repair or reconstruction of any part of the Project. Such encroachments shall not be considered to be encumbrances upon any part of the Project; provided, however, that encroachments created by the intentional act of a Unit Owner shall not be deemed to create an easement on the Property and shall be considered an encroachment upon the Project. Such encroachment shall be removed at Unit Owner's expense immediately upon notice from the Association. In the event such encroachment is not timely

removed, the Association may effect removal of the encroachment and the expense thereof shall be a default Assessment to the Unit Owner.

Section 14.5 Easements over Hotel Unit and Hotel Limited Common Elements. All Unit Owners shall have a nonexclusive easement over, through and across the ground floor Hotel Unit Lobby Area for ingress and egress to Common Elements, including but not limited to, rest rooms, elevators, stairs, service/loading docks, garbage receptacles, parking areas and the ski locker room. All Unit Owners shall have a non-exclusive easement for ingress and egress over through and across the following Hotel Limited Common Elements: porte-cochere and exterior plaza on the ground level of the Project, subject to reasonable rules and restrictions related to the operations of the hotel.

Section 14.6 Utility Easements. There is hereby created a general easement upon, across, over, in, and under all of the Property for ingress and egress and for installation, replacement, repair, and maintenance of all utilities, including but not limited to water, sewer, gas, telephone, electricity, and a cable communication system. By virtue of this easement, it shall be expressly permissible and proper for the companies providing such utilities to erect and maintain the necessary equipment on the Property and to affix and maintain electrical, communications, and telephone wires, circuits, and conduits under the Property. Any utility company using this general easement shall use its best efforts to install and maintain the utilities provided without disturbing the uses of other utilities, the Unit Owners, the Association, and Declarant; shall complete its installation and maintenance activities as promptly as reasonably possible; and shall restore the surface to its original condition as soon as possible after completion of its work. Should any utility company furnishing a service covered by this general easement request a specific easement by separate recordable document, Declarant during the Period of Declarant Control and, thereafter, the Association, shall have the right and authority to grant such easement upon, across, over, or under any part or all of the Property without conflicting with the terms hereof. The easements provided for in this Section 14.6 shall in no way affect, avoid, extinguish, or modify any other recorded easement on the Property.

Section 14.7 Emergency Access Easement. A general easement is hereby granted to all police, sheriff, fire protection, ambulance, and all other similar emergency agencies or persons to enter upon all streets and upon the Property in the proper performance of their duties.

Section 14.8 Maintenance Easement. An easement is hereby granted to the Association and any Managing Agent and their respective officers, agents, employees

and assigns upon, across, over, in, and under the Common Elements and a right to make such use of the Common Elements as may be necessary or appropriate to perform the duties and functions which they are obligated or permitted to perform pursuant to this Declaration.

Section 14.9 Easements of Access for Repair, Maintenance, and Emergencies. Some of the Common Elements are or may be located within the Units or may be conveniently accessible only through the Units. The Unit Owners and the Association shall have the irrevocable right, to be exercised by the Association as the Unit Owners' agent, to have access to each Unit and to all Common Elements from time to time during such reasonable hours as may be necessary for the maintenance, repair, removal, or replacement of any of the Common Elements therein or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the Common Elements or to any Unit. Unless caused by the negligent or willful act or omission of a Unit Owner or Occupant, damage to the interior of any part of a Unit resulting from the maintenance, repair, emergency repair, removal, or replacement of any of the Common Elements or as a result of emergency repair within another Unit at the instance of the Association or of the Unit Owners shall be a Common Expense.

Section 14.10 Easements Deemed Created. All conveyances of Units hereafter made, whether by Declarant or otherwise, shall be construed to grant and reserve the easements contained in this Article 14, even though no specific reference to such easements or to this Article 14 appears in the instrument for such conveyance.

ARTICLE 15 – SPECIAL DECLARANT RIGHTS AND ADDITIONAL RESERVED RIGHTS

Section 15.1 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 the Plat filed with this Declaration and/or the right to complete construction of the Project as Declarant determines in its sole discretion.

(b) Sales Management and Marketing. The right to locate, relocate and maintain sales offices, management offices, signs advertising the Project, and models within any Unit or Units owned by Declarant and in the Common Elements. Declarant shall have the right to show Units and the Common

Elements to prospective purchasers and to arrange for the use of any recreational facilities within the Common Elements by prospective purchasers.

(c) Construction Easements. The right to create and use easements through the Common Elements for the purpose of making improvements within the Project. Declarant expressly reserves the right to perform warranty work, and repairs and construction work and to store materials in secure areas, in Units and in Common Elements, and the future right to control such work and repairs, and the right of access thereto, until its completion. Declarant may perform all work without the consent or approval of any Unit Owner or First Mortgagee or holder of a Security Interest. Declarant has such an easement through the Common Elements as may be reasonably necessary for the purpose of discharging Declarant's obligations and exercising Declarant's reserved rights in this Declaration. Such easement includes the right to construct underground utility lines, pipes, wires, ducts, conduits, and other facilities across the Property for the purpose of furnishing utility and other services to buildings and improvements to be constructed on any of the Property. Declarant's reserved construction easement includes the right to grant easements to public utility companies and to convey improvements within those easements anywhere in the Common Elements not occupied by an Improvement containing Units.

(d) Control of Association and Board of Directors. Subject to Section 8.6, the right to appoint or remove any officer of the Association or any member of the Board of Directors.

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

(f) Amendment of Plat. The right to amend the Plat and any Development Agreement between Declarant and the City of Ketchum in connection with the exercise of any Development Rights.

(g) Signs. The right to maintain signs on the Common Elements advertising the Project.

(h) Post-Sales. The right to use the Common Elements to maintain customer relations and provide post-sale services to Unit Owners.

(i) Parking/Storage. The right to use and to allow others to use all parking and storage areas, except Limited Common Elements appurtenant to sold Units, in connection with its marketing efforts.

(j) Disputes With Association. The right to require that all disputes with the Association, including but not limited to those arising out of or relating to the purchase and sale of the Units, the construction or management of the Units or Common Elements, or the interpretation of this Declaration, be mediated by the American Arbitration Association under its Commercial Mediation Rules. Thereafter, Declarant shall have the right to require that any unresolved dispute or controversy or claim, including but not limited to the aforementioned, be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

(k) Payment of Common Expenses. The right, but not the obligation, to pay all or part of budgeted Common Expenses in lieu of the Association levying Assessments for the same for any period of time.

Section 15.2 Additional Reserved Rights. In addition to the Special Declarant Rights set forth in Section 15.1 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, 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 Unit Owners within the Project.

(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 Project for the benefit of the Unit Owners and/or the Association.

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

(d) Unit Rentals. Declarant shall have the right to enact reasonable rules relating to the rental of units, including use of Common Elements, by renters, consistent with the provisions of Section 13.6.

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

Section 15.3 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; or (b) owns ten percent (10%) of the total number of Residential Units; provided, however, all Special Declarant Rights and Additional Reserved Rights shall terminate two (2) years after the termination of the Period of Declarant Control. Earlier termination of certain rights may occur pursuant to requirements of the Act.

Section 15.4 Interference with Special Declarant Rights. Neither the Association nor any Unit Owners 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 15.5 Rights Transferable. Any Special Declarant Rights or Additional Reserved Right created or reserved under this Article 15 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.

Section 15.6 Owner Waivers, Releases and Assumption of Risk Rights Transferable. Each Owner by accepting a deed to a Unit thereby does agree to assume all responsibility for and all inherent risk of damage or injury that may occur while owning or occupying a Unit or the Common Area, including but not limited to the following:

(a) Damage to land and other real property that is not part of a Unit, or that was not included in the purchase price for the Unit;

(b) Damage to spas and other recreational equipment or facilities driveways, boundary and retaining walls not necessary to the structural integrity of the Unit, fences, landscaping, sprinkler systems, patios, decks, stoops, steps

and porches, or any other appurtenant structure or attachment to a Unit not part of the Unit;

- (c) Damage or loss which arises while the Unit is being used for nonresidential purposes;
- (d) Damage or loss which arises out of the use of the patio fireplace;
- (e) Any condition, which does not result in actual physical damage to the Unit;
- (f) Damage to Unit as a result of modifications or improvements to Units. Unit Owner shall restore the Unit to industry standard codes or to the level of construction, whichever is greater.
- (g) Any loss or damage that is caused or made worse by any of the following causes, whether acting alone or in concert or in sequence or concurrence with any other cause or causes whatsoever:
 - (h) Negligence, improper maintenance, defective material or work supplied by, or improper operation by, anyone other than the Declarant or its contractors, including failure to comply with the warranty requirements of manufacturers of appliances, equipment or fixtures;
 - (i) Failure to give prompt and proper notice to any insurer, including to any Home Buyer's Warranty insurer;
 - (j) Riot or civil commotion, war, vandalism, hurricane, tornado, fire, explosion, blasting, smoke, water, groundwater, flood, earthquake, hail snow, ice storm, lighting, falling trees or other objects, aircraft, vehicles, mudslide, avalanche, or volcanic eruption;
 - (k) Abuse or use of a Unit, or any part thereof, beyond the reasonable capacity of such Unit for such use;
 - (l) Microorganisms, fungus, decay, wet rot, dry rot, mold, mildew, vermin, insects, rodents, wild or domestic animals, plants, corrosion, rust, radon, radiation, asbestos, any solid, liquid or gaseous pollutant, contaminant, toxin, irritant, or carcinogenic substance, and electromagnetic field or emission;

- (m) Failure to minimize or mitigate any defect, condition, loss or damage as soon as practicable.
- (n) Any damage known prior to acquiring the Unit;
- (o) Loss caused, in whole or in part, by any peril or occurrence for which compensation is provided by private insurance, or state or federal funds;
- (p) Diminished market value of the Unit;
- (q) Any and all consequential loss or damage, including without limitation, any damage to property not covered by insurance, any damage to property not owned by the Owner, any bodily damage or personal injury of any kind, including physical or mental pain and suffering and emotional distress, and any medical or hospital expenses, or lost profits.

Each Owner further (i) releases Declarant and its members, employees, agents and representatives from any claim, loss, liability or cause of action in connection with the risks hereby assumed, (ii) waives and agrees not to sue, make any claim against, maintain an action against or recover from Declarant, its members, employees, agents, or representatives for damages sustained as a result of the risks hereby assumed, and (iii) to indemnify and hold harmless, Declarant and its members, employees, agents or representatives from all claims, judgments, costs, including attorneys' fees, incurred in connection with any action brought as a result of the risks hereby assumed.

ARTICLE 16 - INSURANCE

Section 16.1 Coverage. Commencing not later than the first conveyance of a Unit to a purchaser and to the extent reasonably available, the Association shall obtain and maintain insurance coverage as set forth in this Article. If such insurance is not reasonably available, and the Board of Directors determines that any insurance described herein will not be maintained, the Board of Directors shall promptly cause notice of that fact to be hand delivered or sent prepaid by United States mail to all Unit Owners and Eligible First Mortgagees at their respective last known addresses.

- (a) Property Insurance. The Association shall maintain property insurance on the Project for broad form covered causes of loss in amount of insurance not less than the full insurable replacement cost of the insured property less applicable deductibles at the time insurance is purchased and at

each renewal date, exclusive of land, excavations, foundations, and other items normally excluded from property insurance policies.

(b) Liability Insurance. The Association shall maintain commercial general liability insurance against claims and liabilities arising in connection with the ownership, existence, use, or management of the Project, insuring the Association. The Board of Directors, the Managing Agent, and their respective employees and agents. The minimum limits of insurance will be \$1,000,000 per occurrence, subject to an annual policy aggregate of \$2,000,000 unless otherwise determined by the Board. The Declarant shall be included as an additional insured in such Declarant's capacity as a Unit Owner. Unit Owners and Eligible First Mortgagees shall be included as additional insureds but only for claims and liabilities arising in connection with the ownership, existence, use, of the Common Elements or membership in the Association.

(c) Fidelity Bond. The Association shall maintain a fidelity bond on all persons who control or disburse funds of the Association. Coverage shall not be less in the aggregate than two months' current Assessments plus reserves, as calculated from the current budget of the Association. Any person employed as an independent contractor by the Association, including the Property Management Company must obtain and maintain fidelity bond in like amount for the benefit of the Association unless the Association names such person as an insured employee in the bond specified above.

(d) Other Insurance. The Board of Directors may also procure insurance against such additional risks of a type normally carried with respect to properties of comparable character and use that the Board of Directors deems reasonable and necessary in order to protect the Project, the Association and the Unit Owners, including but not limited to Community Association Professional (aka Directors and Officers Liability), Company Reimbursement (or Company Indemnification) and Fiduciary Liability policies.

(e) Unit Owners' Policies. Each Unit Owner may obtain additional insurance at his own cost for his own benefit so long as all such policies provide that the liability of the carriers issuing insurance to the Association hereunder shall not be affected or diminished by reason of any such insurance carried by any Unit Owner.

Section 16.2 Required Provisions. All insurance policies carried pursuant to the requirements of this Article 16 must provide that:

(a) each Unit Owner and each Eligible First Mortgagee is an insured person under the policy with respect to liability arising out of such Unit Owner's interest in the Common Elements or membership in the Association;

(b) no act or omission by any Unit Owner or Eligible First Mortgagee, unless acting within the scope of such Unit Owner's authority on behalf of the Association, will void the policy or be a condition to recovery under the policy;

(c) if, at the time of a loss under the Association policy, there is other insurance in the name of a Unit Owner covering the risks covered by the policy, the Association's policy provides primary insurance until the limits are exhausted, the Unit Owner coverage will then be excess;

(d) any loss covered by the policies must be adjusted by the Insurance Carrier with the Association;

(e) 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;

(f) the insurer, or authorized representative, shall issue certificates of insurance to the Association and, upon request, to any Unit Owner or holder of a Security Interest; and

(g) the insurer issuing the policy may not cancel or refuse to renew it until forty-five (45) days after notice of the proposed cancellation or non-renewal has been mailed to the Association and any Unit Owner(s) and holder(s) of Security Interests to whom a certificate of insurance has been issued at their respective last known addresses.

Section 16.3 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 that are required by the insurer. To the extent the Association settles a property insurance claim, it shall have the authority to assess negligent Unit Owners causing such loss or benefiting 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 Unit Owner a pro rata share of any deductible paid by the Association.

Section 16.4 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 17 - RESTORATION UPON DAMAGE OR DESTRUCTION

Section 17.1 Duty to Restore. Any portion of the Project, for which insurance is required under the Act or for which insurance carried by the Association is in effect, that is damaged or destroyed must be repaired or replaced promptly by the Association unless:

- (a) the Project is terminated;
- (b) repair or replacement would be illegal under a state statute or municipal ordinance governing health or safety;
- (c) sixty-seven percent (67%) of the Unit Owners, including every Owner of a Unit or assigned Limited Common Element that will not be rebuilt, vote not to rebuild; or
- (d) prior to the conveyance of any Unit to a purchaser, the holder of a Security Interest on the damaged portion of the Project rightfully demands all or a substantial part of the insurance proceeds.

In the event the Project is not repaired or replaced as allowed by Subparagraphs (a), (b) and (c) above, then the Real Estate in the Project shall be sold and the proceeds distributed pursuant to the procedures provided for in the Act for termination of condominium projects.

Section 17.2 Cost. The cost of repair or replacement in excess of insurance proceeds and reserves is a Common Expense.

Section 17.3 Plans. The Property must be repaired and restored in accordance with either the original plans and specifications or other plans and specifications which have been approved by the Board of Directors and a Majority of Owners.

Section 17.4 Replacement of Less Than Entire Property. If the entire Project is not repaired or replaced, the insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the

remainder of the Project and, except to the extent that other persons will be distributees:

- (a) the insurance proceeds attributable to a Unit and Limited Common Elements that are not rebuilt must be distributed to the Unit Owner of the Unit and the Unit Owner of the Unit to which the Limited Common Elements were allocated, or to holders of Security Interests, as their interests may appear;
- (b) the remainder of the proceeds must be distributed to each Unit Owner or holders of Security Interests, as their interests may appear, in proportion to the Allocated Interests in the Common Elements of all the Units; and
- (c) if the Unit Owners vote not to rebuild a Unit, the Allocated Interests of the Unit are reallocated upon the vote as if the Unit had been condemned, and the Association promptly shall prepare, execute and record an amendment to this Declaration reflecting the reallocations.

Section 17.5 Insurance Proceeds. The insurance trustee, or if there is no insurance trustee, then the Board of Directors, acting by the President, shall hold any insurance proceeds in trust for the Association, Unit Owners and holders of Security Interests as their interest may appear. Subject to the provisions of the Sections above, the proceeds shall be disbursed first for the repair or restoration of the damaged Property, and the Association, Unit Owners and holders of Security Interests are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Property has been completely repaired or restored, or the Project is terminated, in which event the surplus proceeds will be distributed as provided in this Declaration.

Section 17.6 Certificates by the Board of Directors. The insurance trustee, if any, may rely on the following certifications in writing made by the Board of Directors:

- (a) whether or not damaged or destroyed Property is to be repaired or restored; and
- (b) the amount or amounts to be paid for repairs or restoration and the names and addresses of the parties to whom such amounts are to be paid.

Section 17.7 Certificates by Attorneys or Title Insurance Companies. If payments are to be made to Unit Owners or holders of Security Interests, the Board of

Directors, and the insurance trustee, if any, shall obtain and may rely on a title insurance company or attorney's certificate of title or a title insurance policy based on a search of the Records from the date of recording of this Declaration stating the names of the Unit Owners and the holders of Security Interest.

ARTICLE 18 - CONDEMNATION

Section 18.1 Sale by Unanimous Consent. If an action for condemnation of all or a portion of the Project is proposed or threatened by any governmental agency having the right of eminent domain, then, on unanimous written consent of all of the Unit Owners and after written notice to all mortgagees, the development, or a portion of it, may be sold by the Board of Directors acting as irrevocable attorney-in-fact of all of the Unit Owners for a price deemed fair and equitable by the Board of Directors, but in no event less than the aggregate unpaid balance of all mortgages encumbering all Units in the development.

Section 18.2 Distribution of Proceeds of Sale. On a sale occurring under Section 18.1, the proceeds shall be distributed to the Unit Owner and the mortgagees of each Unit in proportion to each Unit's relative interest in the Project as determined by an appraisal commissioned by the Board of Directors.

Section 18.3 Distribution of Condemnation Award. If the Project, or a portion of it, is not sold but is instead taken, the judgment of condemnation shall by its terms apportion the award among the Unit Owners and their respective mortgagees.

ARTICLE 19 - MORTGAGEE PROTECTIONS

Section 19.1 Introduction. This Article 19 establishes certain standards and covenants which are for the benefit of First Mortgagees. This Article 19 is supplemental to, and not in substitution for, any other provisions of this Declaration, but in the case of any conflict, this Article shall control.

Section 19.2 Percentage of First Mortgagees. Unless specifically provided otherwise, wherever in this Declaration the approval or consent of a specified percentage of Eligible First Mortgagees is required, it shall mean the approval or consent of sixty-seven percent (67%) of Eligible First Mortgagees. Each Eligible First Mortgagee shall be entitled to one vote for each Security Interest held by such Eligible First Mortgagee.

Section 19.3 Notice of Actions. If requested in writing to do so, the Association shall give prompt written notice of the following to each Eligible First Mortgagee making such request:

- (a) any condemnation loss or any casualty loss which affects a material portion of the Common Elements or any Unit in which an interest is held by the Eligible First Mortgagee;
- (b) any delinquency in the payment of Assessments which remains uncured for sixty (60) days by a Unit Owner whose Unit is encumbered by a Security Interest held by such Eligible First Mortgagee;
- (c) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association;
- (d) any proposed action which would require the consent of Eligible First Mortgagees as set forth in this Article;
- (e) any judgment rendered against the Association; and
- (f) a copy of any financial statement of the Association.

Section 19.4 Consent Required. The Association may not take any of the following actions, except as such rights have been specifically reserved by Declarant under the provisions of this Declaration, without the consent of sixty-seven percent (67%) of the Eligible First Mortgagees:

- (a) sale, conveyance or encumbrance of the Common Elements, separate from any Unit (provided, however, that the granting of easements for public utilities, or for other purposes provided for in this Declaration will not be deemed a transfer within the meaning of this clause);
- (b) restoration or repair of the Project (after hazard damage or partial condemnation) in a manner other than that specified in this Declaration;
- (c) termination of this Declaration for reasons other than substantial destruction or condemnation, subject to the approval percentages required for such termination;

(d) any action not to repair or to replace the Common Elements except as permitted in this Declaration.

Section 19.5 Notice of Objection. Unless an Eligible First Mortgagee provides the Secretary of the Association with written notice of its objection, if any, to any proposed amendment or action requiring the approval of Eligible First Mortgagees within thirty (30) days following the receipt of notice of such proposed amendment or action, the Eligible First Mortgagee will be deemed conclusively to have consented to or approved the proposed amendment or action.

Section 19.6 First Mortgagees' Rights.

(a) Advances. First Mortgagees, jointly or singly, may pay taxes or other charges which are in default and which may or have become a charge against any of the Common Elements or improvements thereon, and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for the Common Elements. First Mortgagees making such payments shall be owed immediate reimbursement from the Association.

(b) Cure Rights. First Mortgagees shall be entitled to cure any delinquency of the Unit Owner encumbered by a First Mortgage in the payment of Assessments. In that event, the First Mortgagee shall be entitled to obtain a release from the lien imposed or perfected by reason of such delinquency.

Section 19.7 Limitations on First Mortgagee's Rights. No requirement for approval or consent by a First Mortgagee provided in this Article 19 shall operate to:

(a) deny or delegate control over the general administrative affairs of the Association by the Unit Owners or the Board of Directors;

(b) prevent the Association or Board of Directors from commencing, intervening and/or settling any legal proceeding; or

(c) prevent any insurance trustee or the Association from receiving and distributing any insurance proceeds in accordance with the requirements of Article 18 entitled "Restoration Upon Damage or Destruction".

Section 19.8 Special Declarant Rights. No provision or requirement of this Article 19 entitled "Mortgagee Protections" shall apply to any Special Declarant Rights reserved to Declarant in this Declaration.

ARTICLE 20 - DURATION OF COVENANTS; AMENDMENT AND TERMINATION

Section 20.1 Term. This Declaration and any amendments or supplements to it shall remain in effect from the date of recordation for a period of fifty (50) years. Thereafter, this Declaration shall be automatically extended for successive periods of ten (10) years each, unless otherwise terminated or modified as provided in this Article.

Section 20.2 Amendment of Declaration. Except to the extent that this Declaration and the Act expressly permit or require amendments that may be executed by the Declarant or by the Association, this Declaration (including the Plat) may be amended only by a vote or agreement of Unit Owners to which more than sixty seven percent (67%) of the votes in the Association are allocated. Notwithstanding the foregoing, no amendment may create or increase Special Declarant Rights, increase the number of Units or change the boundaries of any Unit or the Allocated Interests of a Unit in the absence of a vote or agreement of the Unit Owners to which at least sixty seven percent (67%) of the votes of the Association, including sixty seven percent (67%) of the votes allocated to Units not owned by Declarant, are allocated, except to the extent otherwise permitted or required by this Declaration or the Act. Notwithstanding the foregoing, no amendment may change the uses to which any Unit is restricted in the absence of a vote or agreement of Unit Owners to which at least sixty seven percent (67%) of the votes of the Association are allocated, except to the extent otherwise permitted or required by this Declaration or the Act.

Section 20.3 Execution of Amendments; Expenses. Any amendment shall be prepared, executed and recorded either by the Declarant or by an officer of the Association designated for that purpose or, in the absence of a designation, by the President of the Association. All expenses associated with preparing and recording an amendment to this Declaration shall be the sole responsibility of: (a) any Unit Owners desiring an amendment as provided for in this Declaration or the Act; (b) the Declarant, to the extent the right to amend this Declaration is reserved to the Declarant and exercised by the Declarant; or (c) in all other cases by the Association as a Common Expense.

Section 20.4 When Modifications Permitted. Notwithstanding the provisions of Section 20.2 above, no amendment or termination of this Declaration shall be

effective in any event during the Period of Declarant Control, unless the written approval of Declarant is first obtained.

Section 20.5 Recording of Amendments. Any amendment to this Declaration made in accordance with this Article 20 shall be immediately effective upon the recording of the executed amendment in the Records together with a duly authenticated certificate of the Declarant or the Secretary of the Association stating that the required vote of Unit Owners, if any, and required consents of First Mortgagees (and/or Eligible First Mortgagee, as applicable) were obtained and are on file in the office of the Association. The amendment must be indexed in the grantee's index in the name of the Project and the Association and in the grantor's index in the name of each person or entity executing the Amendment.

Section 20.6 Rights of Eligible First Mortgagees. To the extent allowed by the Act, Eligible First Mortgagees shall have the rights to approve specified action of the Unit Owners or the Association as a condition to the effectiveness of those actions as provided in Article 19 entitled "Mortgagee Protections".

Section 20.7 Termination of the Project. The Project may only be terminated as provided in the Act.

ARTICLE 21 – ALLEGED DEFECTS

Section 21.1 Intention. It is Declarant's intent that all Improvements of every type and kind which may be installed by Declarant as part of the Project, including the fixtures in the Units and Common Elements within the Project (collectively, the "Declarant Improvements") be of a quality that is consistent with construction and development practices for a condominium of this type. Nevertheless, due to the complex nature of construction and the subjectivity involved in evaluating such quality, disputes may arise as to whether a defect exists and Declarant's responsibility therefor. It is Declarant's intent to resolve all disputes and claims regarding "Alleged Defects" (as defined below) amicably, and without the necessity of time consuming and costly litigation. Accordingly, all Owners and the Association, as well as the Board shall be bound by the claim resolution procedure set forth in this Article 19.

Section 21.2 Declarant's Right to Cure. If the Association, the Board, or any Owner or Owners (collectively, "Claimant") claim, contend, or allege that any portion of a Unit and/or any Declarant Improvements are defective or incomplete, or that Declarant or its agents, consultants, contractors or subcontractors were negligent in the planning, design, engineering, grading, construction or other development thereof

(collectively, an "*Alleged Defect*"), Declarant hereby reserves the right to inspect, cure, repair and/or replace such Alleged Defect as set forth herein.

Section 21.3 Notice to Declarant. If a Claimant discovers an Alleged Defect, Claimant shall, within a reasonable time after discovery, notify Declarant, in writing, at: Limelight Ketchum, LLC, c/o: General Counsel, Aspen Skiing Company, PO Box 1248, Aspen, CO 81612, or such other address at which Declarant maintains its principal place of business, of the specific nature of such Alleged Defect ("*Notice of Alleged Defect*").

Section 21.4 Right to Enter, Inspect, Cure and/or Replace. Immediately after the receipt by Declarant of a Notice of Alleged Defect or the independent discovery of an Alleged Defect by Declarant or any governmental agency, and for a reasonable time thereafter, as part of Declarant's reservation of rights, Declarant shall have the right, upon reasonable notice to Claimant and during normal business hours, to enter onto or into, as applicable, any Unit or the Common Elements, and/or any Declarant Improvements for the purposes of inspecting and, if deemed necessary by Declarant, curing, repairing and/or replacing the Alleged Defect. In conducting such inspection, cure, repairs and/or replacement, Declarant shall be entitled to take any actions as it shall deem reasonable and necessary under the circumstances.

Section 21.5 Claims. All Claims arising out of this Article 21 shall be submitted to binding Arbitration as provided in Section 21.8, below. No Claimant shall initiate any arbitration against Declarant alleging damages (a) for the costs of curing, repairing, or replacing any Alleged Defect, (b) for the diminution in value of any real or personal property resulting from such Alleged Defect or (c) for any consequential damages resulting from such Alleged Defect, unless and until Claimant has (i) delivered to Declarant a Notice of Alleged Defect and (ii) Declarant has, within 120 days after its receipt of the Notice of Alleged Defect, either (1) failed to cure, repair or replace the Alleged Defect or (2) if the Alleged Defect cannot reasonably be cured, repaired or replaced within such 120 day period, failed to commence such cure, repair or replacement of the Alleged Defect and, thereafter, failed to pursue diligently such cure, repair or replacement to completion. During any such period while Declarant is diligently pursuing to completion the cure, repair or replacement of the Alleged Defect, Claimant shall not stop, restrict, hinder, interrupt or otherwise interfere with any reasonable action or activity taken by Declarant, its employees, agents, or independent contractors, to inspect, cure, repair or replace the Alleged Defect, whether or not such action or activity is taken, or is proposed to be taken, on property owned by Claimant.

Section 21.6 No Additional Obligations; Irrevocability and Waiver of Rights. Nothing set forth in this Article 21 shall be construed to impose any obligation on Declarant to inspect, cure, repair or replace any item or Alleged Defect for which

Declarant is not otherwise obligated to do under applicable law or any limited warranty provided by Declarant in connection with the sale of the Units and/or the Declarant Improvements constructed thereon, nor shall anything set forth in this Article 21 constitute an express or implied representation, warranty or guarantee by Declarant concerning any Declarant Improvements or the Project. The right of Declarant to enter, inspect, cure, repair and/or replace reserved hereby shall be irrevocable and may not be waived and/or terminated except by a writing, in recordable form, executed and recorded by Declarant in the Records.

Section 21.7 Statutory Remedies. The terms, conditions and procedures set forth in this Article 21 are in addition to the terms, conditions and procedures set forth in Idaho Code §§ 6-2501, et seq., and shall, to the maximum extent permitted by law, be exercised by any Claimant prior to instituting a claim and/or commencing an action under Idaho Code §§ 6-2501, et seq. for “constructional defects”; *provided, however*, the procedures set forth in this Article 21 shall not abrogate any of the requirements of Claimant under Idaho Code §§ 6-2501, et seq. Further, to the extent any provisions of this Article 21 are inconsistent with the provision of Idaho Code §§ 6-2501, et seq., the provisions of this Section 21 shall apply to the maximum extent permitted by law and shall extend all the time periods set forth in Idaho Code §§ 6-2501, et seq. until expiration of the 120 day period set forth in this Article 21. It is the express intent of Declarant to provide, by this Article 21, an initial 120 day period for Declarant to investigate and cure any constructional defects alleged by Claimant before the provisions of Idaho Code §§ 6-2501, et seq. are implemented and initiated by Claimant including, without limitation, the notice of claim, inspection, offer of settlement, and repair provisions of Idaho Code §§ 6-2501, et seq. Each Owner, by acceptance of a deed or otherwise acquiring title to any Unit agrees to be bound by all of the provisions of this Article 21.

Section 21.8 Arbitration. Unless otherwise agreed, the exclusive method of binding dispute resolution for claims made by a Claimant arising out of this Article 21 shall be arbitration administered by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules in effect as of the date of this Declaration. A demand for arbitration shall be made by such Claimant in writing, delivered to Declarant and filed with the entity administering the arbitration. No demand for arbitration shall be made until after the procedures set forth in Sections 21.3 through 21.6 have been fully complied with and the timeframes set forth therein have expired. In no event shall a claim for arbitration be made after the date when the initiation of legal or equitable proceedings based on the claim are barred by the applicable statute of limitations or statute of repose. For purposes of statutes of limitation and statutes of repose, receipt of the written demand for arbitration by the

entity administering the arbitration shall constitute the initiation of legal action or equitable proceedings based on the claim. This agreement to arbitrate shall be specifically enforceable in accordance with applicable law in any court of competent jurisdiction, and any award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. In any such arbitration, the prevailing party shall, in addition to any other relief received, be entitled to an award of its reasonable attorneys' fees and costs arising from such claim.

Section 21.9 Additional Disclosures; Disclaimers and Releases

WITHOUT LIMITING ANY OTHER PROVISION IN THIS DECLARATION, THE ASSOCIATION AND, BY ACCEPTANCE OF A DEED OR ACQUIRING TITLE TO A UNIT, OR BY POSSESSION OR OCCUPANCY OF A UNIT, EACH OWNER FOR ITSELF AND FOR THE OWNER'S TENANTS, EMPLOYEES, FAMILY MEMBERS, GUESTS AND OTHER INVITEES, SHALL CONCLUSIVELY BE DEEMED TO UNDERSTAND, AND TO HAVE ACKNOWLEDGED AND AGREED TO, ALL OF THE FOLLOWING:

(a) Living in a multi-story building with hotel, commercial and residential components entails living in very close proximity to other persons and businesses, with attendant limitations on solitude and privacy. Walls, floors and ceilings have been designed to meet applicable building codes. However, Owners will hear noise from adjacent Units within the Project, including, but not limited to, noise from showers, bathtubs, sinks, toilets or other sources of running water and/or plumbing fixtures. Also, Owners may hear noise from items such as spas, equipment in the recreation amenities located in the Hotel Unit, vacuum cleaners, stereos or televisions, or from people running, walking, exercising and socializing. Finally, Owners can expect to hear sound, music, noise, odors, vibrations, and other nuisances from the Hotel Unit and exterior open spaces or Common Areas in the normal course of hotel and banquet operations as well as from other residential, retail and commercial developments in the vicinity of the Project. Owners may also experience light entering the Units from commercial lighting in the vicinity and from street lights located in close proximity to the windows and doors of the Units.

(b) The Association has no control over the transmission of noise, light or odors within the Project and/or from the adjacent residential, retail and commercial developments, and the potential effect of such noise, light or odors on Units within the Project.

(c) Each Owner acknowledges that (i) there are no protected views in the Project, and no Unit is assured the existence or unobstructed continuation

of any particular view, and (ii) any construction, landscaping or other installation of Improvements by the Declarant, other Owners or owners of other property in the vicinity of the Project may impair the view from any Unit, and each Owner consents to such view impairment.

(d) Certain portions of land (the "*Neighboring Developments*") outside, abutting and/or near the Project have not yet been developed or may be subject to redevelopment, and in the future may or will be developed by Declarant, or third parties over whom Declarant has no control. The Association has no jurisdiction over the future Neighboring Developments, and accordingly, there is no representation as to the nature, use or architecture of any future development or improvements on Neighboring Developments; and such use, development and/or construction on Neighboring Developments may result in noise, dust, or other "nuisance" to the Project or Owners.

(e) Residential and commercial construction is an industry inherently subject to variations and imperfections, and items which do not materially affect safety or structural integrity shall be deemed "*expected minor flaws*" (including, but not limited to: reasonable wear, tear or deterioration; shrinkage, swelling, expansion or settlement; squeaking, peeling, chipping, cracking or fading; touch-up painting; minor flaws or corrective work; and like items) and not constructional defects. Subsequent to the initial Conveyance of each Unit, each Owner hereby releases the Declarant from any and all claims arising from or relating to such expected minor flaws.

(f) The finished construction of each Unit, Common Elements and any Association Property, while within the standards of the industry in the City of Ketchum, Blaine County, Idaho, and while in substantial compliance with the plans and specifications, will be subject to variations and imperfections and expected minor flaws; and each Owner hereby releases the Declarant from any and all claims arising from or relating to such variations, imperfections and flaws.

(g) Indoor air quality of the Units may be affected in a manner and to a degree found in new construction within industry standards, including, without limitation, by particulates or volatiles emanating or evaporating from new carpeting or other building materials, fresh paint or other sealants or finishes, and similar products.

(h) Installation and maintenance of any security or traffic access device, operation, or method, shall not create any presumption or duty whatsoever of the Declarant or the Association (or their respective officers, directors, managers, employees, agents, and/or contractors) with regard to security or protection of persons or property within or adjacent to the Project; and each Owner, by acceptance

of a deed to a Unit, whether or not so stated in the deed, shall be deemed to have agreed to take any and all protective and security measures and precautions which such Owner would have taken if the Project had been located within public areas.

(i) The Units and other portions of the Project from time to time may, but need not necessarily, experience problems with bees, ants, spiders, termites, birds, and/or other insect, rodent or pest problems (collectively, "*pests*"); and Declarant hereby specifically disclaims any and all representations or warranties, express and implied, with regard to or pertaining to any pest, and each Owner must make its own independent determination regarding the existence or non-existence of any pest(s) which may be associated with the Unit or other portions of the Project.

(j) Even with a "slip sheet" underneath, certain hard surface flooring may still be subject to hairline cracks, and grout may crack and/or deteriorate, and furthermore, cracks in the walls may result from normal settlement and shifting around doors, windows, walls and ceilings; and each Owner shall be solely responsible for any such cracking or deterioration.

(k) "Cutting-out" (for example, but not limited to, for installation of speakers or "can" lights) or alteration of any portion of wall, ceiling, and/or floor by an Owner within a Unit is permitted only when such "cutting-out" is repaired, does not damage or adversely affect sound insulation or other important features of the Unit and complies with the pertinent fire codes.

(l) Other matters, limitations, and restrictions, uniquely applicable to this Project, are set forth in this Declaration, and may be supplemented from time to time by the Rules and Regulations.

(m) Declarant has complied with all Unit maintenance and operation procedures and has performed upgrades, modifications, and/or repairs consistent with or above industry standards. Declarant reserves the right to buy back Units deemed to be defective at the market rate. Should an Owner allege that a Unit is defective, an inspection shall be performed by an independent third party and shall be paid for by the Unit Owner. Should the Unit be deemed defective Declarant will reimburse Unit Owner 50% of the inspection cost.

Section 21.10 Releases. THE ASSOCIATION AND, BY ACCEPTANCE OF A DEED OR OTHERWISE ACQUIRING TITLE TO A UNIT, EACH OWNER, FOR ITSELF AND ALL PERSONS CLAIMING UNDER SUCH OWNER, SHALL CONCLUSIVELY BE DEEMED TO HAVE ACKNOWLEDGED AND AGREED TO RELEASE THE DECLARANT AND ITS AFFILIATES, AND ALL OF THEIR RESPECTIVE OFFICERS, MANAGERS, AGENTS,

EMPLOYEES, SUPPLIERS, AND CONTRACTORS, FROM ANY AND ALL CLAIMS, CAUSES OF ACTION, LOSS, DAMAGE OR LIABILITY (INCLUDING, BUT NOT LIMITED TO, ANY CLAIM FOR NUISANCE OR HEALTH HAZARD, PROPERTY DAMAGE, BODILY INJURY, AND/OR DEATH) ARISING FROM OR RELATED TO ALL AND/OR ANY ONE OR MORE OF THE CONDITIONS, ACTIVITIES, OCCURRENCES, OR OTHER MATTERS DESCRIBED IN THE FOREGOING SECTION 21.

ARTICLE 22 - MISCELLANEOUS

Section 22.1 Enforcement. Except as otherwise provided in this Declaration, enforcement of the covenants, conditions, restrictions, easements, reservations, rights-of-way, and other provisions contained in this Declaration and the other Project Documents shall be through any proceedings at law or in equity brought by any aggrieved Unit Owner, the Association, or Declarant against the Association or any Unit Owner. Such actions may seek remedy by injunction or restraint of a violation or attempted violation, or an action for damages, or any of them, without the necessity of making an election.

Section 22.2 Notices. All notices, demands, or other communications required or permitted to be given hereunder shall be in writing, and any and all such items shall be deemed to have been duly delivered upon personal delivery; upon actual receipt, in the case of notices forwarded by certified mail, return receipt requested, postage prepaid; as of 12:00 Noon on the immediately following business day after deposit with Federal Express or a similar overnight courier service; or as of the third business hour (a business hour being one of the hours from 8:00 a.m. to 5:00 p.m. on business days) after transmitting by telecopy.

Section 22.3 Nonwaiver. Failure by Declarant, the Association, or any Unit Owner or Eligible First Mortgagee to enforce any covenant, condition, restriction, easement, reservation, right-of-way, or other provision contained in the Project Documents shall in no way or event be deemed to be a waiver of the right to do so thereafter.

Section 22.4 Severability. The provisions of this Declaration shall be deemed to be independent and severable, and the invalidity of any one or more of the provisions of it by judgment or court order or decree shall in no way affect the validity or enforceability of any of the other provisions, which provisions shall remain in full force and effect. Any provision which would violate the rule against perpetuities and the rule prohibiting unlawful restraints on alienation shall be construed in a manner as to make this Declaration valid and enforceable.

Section 22.5 Number and Gender. Unless the context provides or requires to the contrary, the use of the singular herein shall include the plural, the use of the plural shall include the singular, and the use of any gender shall include all genders.

Section 22.6 Captions. The captions to the Articles and Sections and the Table of Contents at the beginning of this Declaration are inserted only as a matter of convenience and for reference, and are in no way to be construed to define, limit, or otherwise describe the scope of this Declaration or the intent of any provision of this Declaration.

Section 22.7 Conflicts in Legal Documents. In case of conflicts between the provisions in this Declaration and the Articles of Incorporation or the Bylaws, this Declaration shall control. In case of conflicts in the provisions in the Articles of Incorporation and the Bylaws, the Articles of Incorporation shall control.

Section 22.8 Exhibits. All the Exhibits attached to and described in this Declaration are incorporated in this Declaration by this reference.

Section 22.9 Choice of Law. This Declaration shall be construed and interpreted in accordance with the laws of the State of Idaho.

Section 22.10 Construction. This Declaration shall be construed and interpreted without the application of any rule of construction based on the Declarant as the drafter of this Declaration.

Section 22.11 Legal Counsel. This Declaration was prepared by attorneys representing only the Declarant.

Executed as of the _____ day of _____, 2016.

Limelight Ketchum, LLC,
a Delaware limited liability company

By: _____
Authorized Agent

STATE OF _____)
) ss
County of _____)

On this ____ day of _____, 2016, before me, a notary public in and for said state, personally appeared _____, known or identified to me to be the authorized agent of Limelight Ketchum, LLC, a Delaware limited liability company, or one of the members who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that he executed the same in said name.

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

Notary Public for _____
Residing at _____
My commission expires _____

EXHIBIT A
TO
DECLARATION

LEGAL DESCRIPTION

**Amended Lot 1A, Block 20, in Section 11, Ketchum Town Site,
City of Ketchum, Blaine County, Idaho.**

DRAFT

EXHIBIT B
TO
DECLARATION
TABLE OF ALLOCATED INTERESTS

Unit Identification	Unit Classification	Unit Area (sq. feet)	Percentage Share of Common Elements	Percentage Share of Common Expense Liability	Number of Units
H	Hotel	67,686	65.23	65.23	
Ret	Retail	1,980	1.91	1.91	
406	Residential	3,158	3.04	3.04	
409	Residential	2,704	2.61	2.61	
411	Residential	1,873	1.80	1.80	
412	Residential	1,529	1.47	1.47	
414	Residential	3,581	3.45	3.45	
423	Residential	2,578	2.48	2.48	
501	Residential	1,959	1.89	1.89	
503	Residential	2,438	2.35	2.35	
505	Residential	2,707	2.61	2.61	
507	Residential	1,873	1.80	1.80	
508	Residential	1,528	1.47	1.47	
510	Residential	3,579	3.45	3.45	
512	Residential	1,790	1.73	1.73	
514	Residential	2,811	2.71	2.71	
	TOTAL	103,774	100.00	100.00	

EXHIBIT C
TO
DECLARATION

ASSOCIATION ARTICLES OF
INCORPORATION

DRAFT



EXHIBIT D
TO
DECLARATION

ASSOCIATION BYLAWS

DRAFT

received
1/25/16

BYLAWS
OF
151 SOUTH MAIN HOTEL & RESIDENCES OWNERS' ASSOCIATION, INC.
an Idaho Non-Profit Corporation

**Article 1
NAME AND LOCATION**

The name of the association is 151 SOUTH MAIN HOTEL & RESIDENCES OWNERS' ASSOCIATION, INC. (hereinafter referred to as the "**Association**"). The Association is organized under the Idaho Nonprofit Corporation Act. The principal office of the Association shall be located in the County of Blaine, State of Idaho.

**Article 2
DEFINITIONS**

2.1 Declaration. The "**Declaration**" shall mean, collectively, the Declaration of Covenants, Conditions and Restrictions for the 151 South Main Hotel & Residences, and any amendments or supplements recorded or to be recorded pursuant thereto, and applicable to the condominium development commonly known and referred to as 151 South Main Hotel & Residences located in Ketchum, Idaho.

2.2 Other Definitions. Each and every definition set forth in Section 2 of the Declaration shall have the same meaning herein as therein, and each and every such definition is incorporated by reference herein and made a part hereof as if once again fully written and set forth at length herein.

**Article 3
MEMBERSHIP; VOTING RIGHTS**

The qualification for membership, the classes of membership and the voting rights of members shall be as set forth in Sections 4 and 8 of the Declaration, all of which are hereby incorporated by reference herein as if set forth in full.

**Article 4
MEETINGS OF MEMBERS**

4.1 Annual Meetings. The organizational meeting and the first annual meeting of the members shall be held within sixty (60) days of the date of the first conveyance of a Unit. Thereafter, annual meetings of members of the Association shall be held each year on a day to be determined by the Board of Directors (hereinafter referred to as the "board"), which day shall not be a legal holiday.

4.2 Special Meetings. Special meetings of the members may be called at any time by the president or by a majority of the board, or upon written request of the members representing at least twenty-five percent (25%) of the votes in the Association.

4.3 Notice of Meetings. Notice of all members meetings, annual or special, shall be hand delivered, sent prepaid United States Mail, or, sent by email if receipt by email is agreed to by a member, and shall be given not less than ten (10) days nor more than fifty (50) days prior to the time of said meeting and shall set forth the place, date and hour of the meeting, and the nature of the business to be undertaken. Notices shall be given by, or at the direction of, the secretary or person authorized to call the meeting, and shall be transmitted to each member

entitled to vote there at. Notice shall also be given to any mortgagee who has requested to receive notice of such meeting at mortgagee's address last appearing on the books of the Association for the purpose of notice. Mailed notices shall be deemed received 48 hours after same are mailed; notice by hand delivery shall be deemed received upon delivery; notice delivered by email after consent to receive notice by email by member is deemed received upon delivery to the email address appearing on the books of the Association unless a notice of failure of delivery is received by the sending party. Members are obligated to update addresses for Notice with the Association.

4.4 Quorum. The presence at any meeting in person, by telephone or video conferencing, or by proxy of members entitled to cast at least twenty percent (20%) of the total votes of all members of the Association shall constitute a quorum. If any meeting cannot be held because a quorum is not present, members representing a majority of the votes present, either in person or by proxy, may adjourn the meeting to a time not less than 48 hours nor more than 30 days from the time the original meeting was called, at which adjourned meeting the quorum requirement shall be at least ten percent (10%) of said total votes. Any meeting of members whereat a quorum is present may be adjourned for any reason to a time not less than 48 hours nor more than 30 days from the time of such meeting by members representing a majority of the votes present thereat, either in person or by proxy. Notwithstanding the foregoing, meetings to approve the annual budget are subject to the provisions set forth in Section 8.3 of the Declaration.

4.5 Proxies. At all meetings of members each member may be present in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease when the ownership interest or interests of such member entitling him to membership in the Association ceases.

4.6 Order of Business. Unless otherwise determined by the board, the order of business of all meetings of the members shall be as follows:

- (a) roll call;
- (b) proof of notice of meeting or waiver of notice;
- (c) reading of minutes of preceding meeting;
- (d) reports of board and officers;
- (e) unfinished business;
- (f) new business; and
- (g) election of directors, if any are to be elected.

4.7 Parliamentary Procedure. All questions of parliamentary procedure shall be decided in accordance with Roberts Rules of Order.

4.8 Majority of Owners. Except as otherwise provided herein or in the Declaration, the majority of the total voting power present, in person or by proxy, shall prevail at all meetings.

4.9 Action Without Meeting. Any action which may be taken at a meeting of the members may be taken without a meeting if authorized by a writing signed by all of the members who would be entitled to vote at a meeting for such purpose and filed with the secretary.

Article 5 DIRECTORS

5.1 Number. Prior to the termination of any Period of Declarant Control, the board shall consist of the number of directors as set forth and determined in accordance with Section 8.6 and 8.7 of the Declaration, who need not be members and elected in accordance with the provisions of Section 8.7 of the Declaration. Not later than the termination of any Period of Declarant Control, the board shall consist of at least five (5) directors, two (2) of whom shall be appointed by the Hotel Unit Owner, one (1) of whom shall be appointed by the Retail Unit Owner, and two (2) of whom shall be elected by the Residential Unit Owners. Not more than one representative member from each Residential Unit may serve on the board at the same time.

5.2 Term of Office. The directors shall hold terms of two (2) years, except that the terms of two (2) of the initial directors have one (1) year terms. All directors shall hold office until their successors are elected or appointed, as the case may be, and qualified, or until he/she resigns or has been removed in the manner provided for herein. Subsequent to the Period of Declarant Control, at each annual election, the Residential Unit Owners may elect one director to replace the director elected by Residential Unit Owners whose term will expire that year to hold office for a term of two years. The intent of this provision is to provide that the two directors elected by Residential Unit Owners have staggered terms.

5.3 Nomination. Subject to the provisions of Section 8.7 of the Declaration, the board may create a nominating committee to make nominations of Residential Owners for election to the board. Nominations may also be made from the floor at each annual meeting.

5.4 Election. Election to the board by Residential Unit Owners shall be by secret ballot. At such election, the Residential members, or their proxies, may cast as many votes as they are entitled to cast under the provisions of the Declaration. The candidate receiving the highest number of votes, as confirmed by the Secretary, shall be deemed elected. Election results may be shared with the members.

5.5 Compensation. No director shall receive any compensation for any service he may render to the Association; provided, however, any director may be reimbursed for actual out-of-pocket expenses incurred by him in the performance of his duties.

5.6 Removal; Vacancies. Removal of directors shall be as provided in Section 8.8 of the Declaration. In the event of the death, resignation or removal of a director, his/her successor shall be selected by the remaining members of the board and shall serve for the unexpired term of his predecessor.

Article 6 MEETINGS OF DIRECTORS

6.1 Regular Meetings. Regular meetings of the board shall be held quarterly without notice at such place and hour as may be fixed from time to time by resolution of the

board, or at such other intervals as determined by the board. Should any such meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday. Notice of the time and place of any such meeting shall be posted at a prominent place or places within the common area.

6.2 Special Meetings. Special meetings of the board shall be held when called by the president of the Association, or by any two (2) directors, after not less than three (3) days prior notice to each director, which notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be posted in the manner prescribed for notice of regular meetings not less than 72 hours prior to the scheduled time of the meeting.

6.3 Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business at a meeting of the board. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the board.

6.4 Conduct of Meetings. Regular and special meetings of the board shall be open to all members of the Association; provided, however, that Association members who are not on the board may not participate in any deliberation or discussion unless expressly so authorized by the vote of a majority of a quorum of the board. The board may, with the approval of a majority of a quorum of the members of the board, adjourn a meeting and reconvene in executive session to discuss and/or vote upon any situation set forth in Section 9.4 of the Declaration, and any personnel matters, litigation in which the Association is or may become involved and orders of business of a similar or otherwise sensitive nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

6.5 Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the board.

Article 7 POWER AND DUTIES OF THE BOARD

7.1 Powers. The board shall have all powers conferred upon the Association as set forth herein and in the Declaration, excepting only those powers expressly reserved to the members.

7.2 Duties. It shall be the duty of the board:

(a) to cause to be kept a complete record of all of its acts and doings and to present a statement thereof to the members at each annual meeting of the members, or at any special meeting when such statement is requested in writing by members representing one-fourth (1/4) of the members of the Association;

(b) to supervise all officers, agents and employees of the Association, and to see that their duties are properly performed; and

(c) to delegate its powers as provided in the Declaration.

Article 8
OFFICERS AND THEIR DUTIES

8.1 Enumeration of Offices. The officers of the Association shall be a president and vice president, who shall at all times be members of the board, a secretary, and a treasurer, and such other officers as the board may from time to time by resolution create.

8.2 Election of Officers. The election of officers shall take place at the organizational meeting of the board and thereafter at each meeting of the board following each annual meeting of the members.

8.3 Term. The officers of this Association shall be elected annually by the board and each officer shall hold office for one year unless he shall sooner resign, or shall be removed, or shall otherwise be or become disqualified to serve.

8.4 Special Appointments. The board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the board may, from time to time, determine.

8.5 Resignation and Removal. Any officer may be removed from office with or without cause by the board. Any officer may resign at any time by giving written notice to the board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

8.6 Vacancies. A vacancy in any office may be filled by appointment by the board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

8.7 Multiple Offices. The offices of the secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 8.4 hereof.

8.8 Duties. The duties of the officers shall be as follows:

(a) **President.** The president shall preside at all meetings of the board, shall see that orders and resolutions of the board are carried out.

(b) **Vice President.** The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the board.

(c) **Secretary.** The secretary, or a designated representative approved by the board, shall record, the votes and keep the minutes of all meetings and proceedings of the board and of the members, shall serve notices of meetings of the board and of the members, shall keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the board.

(d) **Treasurer.** The treasurer, or a designated representative approved by the board, shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the board, shall keep proper books of

account, shall cause an annual operating statement reflecting income and expenditures of the Association for its fiscal year to be prepared and shall cause copies of said statement to be distributed to each member within sixty (60) days after the end of such fiscal year, and shall cause an annual budget to be prepared and presented to each member.

8.9 Compensation. No officer shall receive any compensation for any service he may render to the Association; provided, however, any officer may be reimbursed for actual out-of-pocket expenses incurred by him in the performance of his duties.

Article 9 COMMITTEES

Subject to any contrary provisions of the Declaration and these bylaws, if any, the board may appoint a nominating committee as provided in these bylaws. In addition, the board may appoint such other committees, as it deems appropriate in order to carry out its purpose.

Article 10 ASSESSMENTS

As more fully provided in Section 10 of the Declaration, each member is obliged to pay to the Association annual and special assessments to be collected as therein set forth, all of which are hereby incorporated by reference herein as if set forth in full.

Article 11 AMENDMENTS

These bylaws may be altered, amended or repealed by members of the Association in the same manner as set forth for amending the Declaration as set forth in Article 20.2 of the Declaration.

Article 12 GENERAL PROVISIONS

12.1 Conflicting Provisions. In the case of any conflict between any provisions of the Declaration and these bylaws, the conflicting provisions of the Declaration shall control.

12.2 Fiscal Year. The fiscal year of the Association shall be June 1 to May 31, unless and until a different fiscal year is adopted by the members at a duly constituted meeting thereof.

12.3 Proof of Membership. No person shall exercise the rights of membership in the Association until satisfactory proof thereof has been furnished to the secretary. Such proof may consist of either a copy of a duly executed and acknowledged grant deed or title insurance policy showing said person to be the owner of an interest in a condominium entitling him to membership. Such deed of policy shall be deemed conclusive in the absence of a conflicting claim based on a later deed or policy.

12.4 Absentee Ballots. The board may make such provisions as it may consider necessary or desirable for absentee ballots.

12.5 Consent to Waiver of Notice. The transactions at any meeting of the board, however noticed, shall be as valid as though had at a meeting duly held after regular notice if a

quorum be present and either before or after the meeting each director not present thereat signs a written waiver of notice or a consent to the holding of such meeting or an approval of the true and correct minutes thereof. All such waivers, consents or approvals shall be filed with the records of the board and made a part of its minutes.

12.6 Reserves. Any amounts collected by or paid to the Association in excess of operational needs shall be set aside as reserves for future financial needs in the manner set forth in the Declaration and shall be deposited into insured interest-bearing accounts. These sums may include amounts collected by Declarant from owners through purchase escrows representing capital contribution by such owners to the Association.

CERTIFICATE OF SECRETARY

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, Secretary of 151 South Main Hotel & Residences Owners' Association, Inc., an Idaho nonprofit corporation, does hereby certify that the above and foregoing Bylaws were duly adopted by the Board of Directors of said Association on the ____ day of _____, 2016, and that they now constitute said bylaws.

Secretary



ARTICLES OF INCORPORATION

(Non-Profit)

Title 30, Chapters 21 and 30, Idaho Code

Filing fee: \$30 typed, \$50 not typed

Complete and submit the form in duplicate.

Article 1: The name of the corporation shall be:

151 South Main Hotel & Residences Owners' Association, Inc.

Article 2: The purpose for which the corporation is organized is: _____

Condominium Owners' Association

Article 3: Registered agent name and address:

James R. Laski

675 Sun Valley Rd., Suite A, Ketchum, ID 83340

(Name)

(Address)

Article 4: The board of directors shall consist of no fewer than three (3) people. The names and addresses of the initial directors are:

(Name)

(Address)

(Name)

(Address)

(Name)

(Address)

Article 5: Incorporator name(s) and address(es):

James R. Laski

PO Box 3310, Ketchum, ID 83340

(Name)

(Address)

(Name)

(Address)

(Name)

(Address)

Article 6: The mailing address of the corporation shall be:

PO Box 1248, Aspen CO 81612

(Address)

Article 7: The corporation (does does not) have voting members.

Article 8: Upon dissolution the assets shall be distributed: _____

pro rata to its members

Signatures of all incorporators:

Printed Name: _____

Signature: _____

Printed Name: James R. Laski

Signature: _____

Printed Name: _____

Signature: _____

Secretary of State use only

**Attachment B.
Public comment**

None to date



City of Ketchum
Planning & Building

February 8, 2016

Planning and Zoning Commission
City of Ketchum
Ketchum, Idaho

Commissioners:

STAFF REPORT
KETCHUM PLANNING AND ZONING COMMISSION
REGULAR MEETING OF FEBRUARY 8, 2016

PROJECT: Kneebone Building

FILE NUMBER: #16-002

OWNERS: Kneebone LLC

REPRESENTATIVE: Jeff Williams, Williams Partners Architects

REQUEST: Pre-application Design Review of a three story mixed use building containing office, commercial and residential uses.

LOCATION: 500 N. Washington Avenue (Lot 8, Block 15, Ketchum)

NOTICE: Posted in three locations in the city and mailed to adjacent property owners on January 19, 2016.

ZONING: Community Core (CC) & Sub-District C, Urban Residential

INTRODUCTION:

The applicant is proposing to replace an existing single story building which is currently being used for sun tanning services to accommodate the construction of a new three story building. The plans indicate that the building will be mixed with commercial, office and residential uses. A roof top deck and elevation access structure are proposed for the third story roof. A total five onsite parking spaces, accessed from the adjacent alleyway to the east are provided.

General Requirements for all Design Review Applications				
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"/>	17.96.080	Complete Application
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	City Department Comments	Police Department <ul style="list-style-type: none"> ○ Indicated they have no comment.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Fire Department <ul style="list-style-type: none"> ○ The building is required to be fire sprinklered throughout with an approved NFPA 13 system. ○ An approved monitored fire sprinkler alarm system is required to be installed. Activation of the fire sprinkler system shall notify all occupants of the building. ○ Unit numbering and the actual street address shall be assigned by the City of Ketchum addressing officer prior to accepting a building permit application. ○ A Knox box, fire department connection, flow bell and outside horn-strobe notification device are required to be installed in a location approved by the fire department. ○ A more detailed review by the fire department will required at the next phase of this project.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Public Works <p>Street</p> <ul style="list-style-type: none"> ○ The ADA ramp at the northeast corner of Washington Avenue and Fifth Street is required to be replaced to meet current standards. ○ The Fire hydrant is 39 inches from the back of curb and should be moved to the new planter on the corner. <p>Utilities</p> <ul style="list-style-type: none"> ○ Provide a plan showing how the building will served and metered. ○ There is a KSW line in the alley that is not available to the project. ○ If the adjacent alleyway is lowered, the KSW line will need to be lowered six feet.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Building: <ul style="list-style-type: none"> ○ Found no code related issues with the submitted documents. ○ There may be conflicts with solar access to the adjoining property and the building appears to be out of context and scale with neighbors. ○ The interior wall to the north is featureless and should be addressed.

			<p>Arborist:</p> <ul style="list-style-type: none"> ○ <i>More detail is needed for tree specifications including grates/guards, tree species and caliper size.</i> ○ <i>Provide details regarding the western most tree on Fifth Street and its distance from the stop sign. The further it is located away the better.</i> ○ <i>The street lamp may need to be adjusted. Consider placing only one street tree on Fifth Street to avoid stop sign/tree conflicts.</i> ○ <i>The context view from SW on page seven looks like the trees are placed away from curb edge. This may solve the issue but still appears too close.</i> ○ <i>Green ash is no longer a viable species as the city has an over-abundance of them.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>Planning and Zoning:</p> <ul style="list-style-type: none"> ○ <i>See comments throughout staff report.</i>

Compliance with Zoning District and Overlay 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"/>	17.124.040	<p>Floor Area Ratio</p> <p><i>Staff Comments</i></p> <p>FAR Permitted: 1.0 FAR w/Inclusionary Housing Incentive: 2.25 FAR Proposed: 1.37 Lot Size: 5,500 sf Gross Floor Area: 7,534 sf Increase Above Permitted FAR: 2,034 sf 20% of Increase: 406.8 sf Net Livable (15% reduction): 345.78 sf Community Housing In-Lieu Fee: \$67,772.88</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.64.010.A	<p>Lot Area</p> <p><i>Staff Comments</i></p> <p><i>Lot Size: 5,500 Square Feet</i> <i>Lot Coverage: 3,950 sf of building footprint (71.82%)</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.64.010	<p>Building Height</p> <p><i>Staff Comments</i></p> <p><i>Proposed Building Height: 42 feet to top of building and 51 feet to top of roof access.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.64.010	<p>Setbacks</p> <p><i>Staff Comments</i></p> <p><i>Front – Washington Aveune: 5’</i> <i>Side – North: 0’</i> <i>Side - East Alleyway: 16’</i> <i>Rear – North: Street Side (Fifth Street): 5’</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.124.060.M	<p>Curb Cut</p> <p><i>Staff Comments</i></p> <p><i>No curb cuts are proposed.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.125.050	<p>Parking Spaces</p> <p><i>Staff Comm0ents</i></p> <p><i>Residential requires: One space per 1500 sf (net)</i> <i>Commercial/Retail requires: Two spaces per 1,000 sf (gross)</i></p> <p><i>Nine space are required. Of these, an on-street parking credit is provided for four spaces and five spaces are proposed on-site. One van ADA space is included on-site. Two bicycle racks are proposed on-site adjacent to Fifth Street.</i></p>

Design Review Requirements					
EVALUATION STANDARDS: 17.96.090(B)					
Compliant			Standards and Staff Comments		
Yes	No	N/A	Standard	City Standards and Staff Comments	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(1) SITE DESIGN	The site's significant natural features such as hillsides, mature trees and landscaping shall be preserved. Cuts and fills shall be minimized and shall be concealed with landscaping, revegetation and/or natural stone material.	
			Staff Comments	<i>The site contains six mature trees adjacent to Fifth Street. Plans indicate that all trees will be removed and replaced with two street trees on Fifth Street and one street tree on Washington Avenue. No cuts or fills have been identified in the plans.</i>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(2)a COMPATIBILITY	The structure shall be compatible with the townscape and surrounding neighborhoods with respect to height, bulk, setbacks and relationship to the street.	
			Staff Comments	<i>The surrounding neighborhood is home to existing one and two story buildings that have not be redeveloped to the full height allowance of the Community Core District. The Sun Valley Center for the Arts office and gallery is located across Washington Avenue to the west. A new restaurant is currently under construction on the neighboring parcel to the north. Both of these buildings contain only one story. The Il Naso restaurant is located across Fifth Street to the south in an older two story building. The Idaho Independent Bank is located on the corner of Main Street and Fifth Street and contains a height of three stories.</i>	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(2)b	The project's materials, colors and signing shall be compatible with the townscape, surrounding neighborhoods and adjoining structures.	
			Staff Comments	<i>The applicant will need to provide further information regarding materials used throughout their project. From the renderings, it appears the applicant is utilizing a mix of vertical wood siding, metal window awnings, glass windows, slat on the third floor level and metal railings for the roof top deck.</i>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(2)c	Consideration shall be given to significant view corridors from surrounding properties.	
			Staff Comments	<i>There are no established significant view corridors adjacent to this property.</i>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(2)d	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.	
			Staff Comments	<i>The lot contains no significant landmarks.</i>	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(3)a ARCHITECTURAL QUALITY	Consideration shall be given to natural light reaching public streets, sidewalks and open spaces.	
			Staff Comments	<i>The building official has commented that the current building design could limit sun access to the adjacent north parcel.</i>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(3)b	The building character shall be clearly defined by use of sloped roofs, parapets, cornices or other architectural features.	
			Staff Comments	<i>The building proposes a variety of architectural elements that help to define separation between stories. Window placement, parapets and exterior decks provide greater architectural interest from the Washington Avenue and Fifth Street elevations. The northern elevation contains no variety and should be examined further by the applicant and the commission. The applicant will need to provide details regarding material types for the design review application.</i>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(3)c	There shall be continuity of materials, colors and signing within the project.	
			Staff Comments	<i>It appears that the proposed materials will be complementary to each other.</i>	

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(3)d	There shall be continuity among accessory structures, fences, walls and landscape features within the project.
			<i>Staff Comments</i>	<i>No accessory structures are proposed.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(3)e	Building walls which are exposed to the street shall be in scale with the pedestrian.
			<i>Staff Comments</i>	<i>The ground floor level has been designed to place the proposed commercial space adjacent to the sidewalk. Storefront windows are utilized on the corner of Washington Avenue and Fifth Street to provide greater visibility from the public way into the commercial space. A pedestrian route of travel is clearly established between the sidewalk and building's front entrance.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(3)f	Building walls shall provide undulation/relief thus reducing the appearance of bulk and flatness.
			<i>Staff Comments</i>	<i>The street and alley facing elevations are designed to contain a variety of undulation between the exterior wall faces and window placement. Exterior decks are proposed on the third story and rooftop which help to set the third story back from the street. As discussed before, the north elevation needs further consideration.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(3)g	Exterior lighting shall not have an adverse impact upon other properties and/or public streets.
			<i>Staff Comments</i>	<i>No exterior lighting plan has been submitted. The applicant will be required to meet dark sky requirements, which will be verified in design review application.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(3)h	Garbage storage areas and satellite receivers shall be screened from public view.
			<i>Staff Comments</i>	<i>The trash enclosure is located adjacent to the alleyway and is screened with a four foot wall and gate screen.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(3)i	Utility, power and communication lines within the development site are concealed from public view where feasible.
			<i>Staff Comments</i>	<i>Any utility lines placed onsite to serve the proposed development will be required to be placed underground.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(3)j	Door swings shall not obstruct or conflict with pedestrian traffic.
			<i>Staff Comments</i>	<i>No conflicts have been identified.</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(3)k	Building design should include weather protection which prevents water to drip or snow to slide on areas where pedestrians gather and circulate or to adjacent properties.
			<i>Staff Comments</i>	<i>The applicant will need to address this standard in the design review application.</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(3)l	Exterior siding materials shall be of natural wood or masonry origin or similar quality. Metal siding is discouraged in all zoning districts.
			<i>Staff Comments</i>	<i>The renderings appear to utilize vertical wood siding. However, the applicant will need to provide greater detail at design review.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(4)a CIRCULATION DESIGN	Pedestrian, equestrian and bicycle access which is adequate to satisfy demands relative to development size shall be provided. These accesses shall be located to connect with existing and anticipated easements and pathways.
			<i>Staff Comments</i>	<i>The applicant is proposing to extend the existing five foot sidewalk inward towards their building by three to five feet. The plans show two bicycle racks adjacent to Fifth Street. The proposed ADA parking space is covered by the second story above and has direct access into the building.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(4)b	The building(s) is primarily accessed from the public sidewalk for the majority of the individual uses proposed. It is the intent to promote exterior circulation with numerous connections to the public sidewalk and exposure to the street. This includes utilizing arcades, courtyards and through block connections. (Commercial buildings only)

			<i>Staff Comments</i>	<i>The building will have an entrance from both the Fifth Street and Washington Avenue sides.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(4)c	The required five foot (5') street side setback is primarily used as an extension and part of the public sidewalk in areas with high pedestrian volume (setback as per zoning). This setback is encouraged to be covered by awnings, arcades or other canopies for weather protection and may extend out over the public sidewalk (CC zone only);
			<i>Staff Comments</i>	<i>The site plan shows a proposed 5' foot sidewalk extension into the site adjacent to the building's frontage. The area between the building's face and the sidewalk contain planters sitting areas.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(4)d	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>No issues have been identified regarding access to the site.</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(4)e	Parking areas have functional aisle dimensions, backup space and turning radius.
			<i>Staff Comments</i>	<i>Onsite parking areas meet dimensional space requirements. A van ADA space is proposed onsite under the canopy of the second story level. No issues have been identified regarding potential conflicts.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(4)f	Location of parking areas is designed for minimum adverse impact upon living areas within the proposed development and minimizes adverse impact upon adjacent properties with regard to noise, lights and visual impact.
			<i>Staff Comments</i>	<i>The location of the proposed parking area off of the alley appears to be adequately located to reduce impacts on adjacent properties.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(4)g	Curb cuts are located away from major intersections and off high volume roadways where possible.
			<i>Staff Comments</i>	<i>No new curb cuts are being proposed.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(4)h	Adequate unobstructed access for emergency vehicles, snow plows, garbage trucks and similar service vehicles to all necessary locations within the proposed project is provided.
			<i>Staff Comments</i>	<i>No issues were identified in regard to emergency vehicle access.</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(4)i	The project is designed so as to provide adequate snow storage areas or removal for snow cleared from the parking areas and roadways within the project. (50 percent)
			<i>Staff Comments</i>	<i>The applicant will need to address this standard in the official design review application. Snow storage areas have not been identified on the site plan.</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(5)a LANDSCAPE QUALITY	Substantial landscaping is to be provided, which is in scale with the development and which provides relief from and screening of hard surfaces. Total building surface area and street frontage will be considered when determining whether substantial landscape is being provided. (Landscaping shall be defined as trees, shrubs, planters, hanging plants, ground cover and other living vegetation).
			<i>Staff Comments</i>	<i>A landscaping plan will be required in the design review application in order to verify compliance with this standard. The renderings indicate four planter areas will be placed between the sidewalk and the building's façade adjacent to the street.</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(5)b	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 compliment the neighborhood and townscape. Consideration should be given to the use of native, drought-resistant plant materials.
			<i>Staff Comments</i>	<i>The applicant will need to address this standard in the design review application.</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(5)c	The preservation of existing significant trees, shrubs and important landscape features (mapped in accordance with Site Design, Paragraph 1) shall be encouraged.
			<i>Staff Comments</i>	<i>The applicant is proposing to remove all existing site vegetation and trees.</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(5)d	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 plan indicates that three street trees are proposed. Two trees are located adjacent to Fifth Street and one along Washington Avenue.</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(6) ENERGY DESIGN	Consideration shall be given to proper solar orientation within the project. Recognition shall be given to the solar benefits of adjoining properties. (A sun chart as a means of understanding the solar possibilities and limitations shall be encouraged)
			<i>Staff Comments</i>	<i>The building official has noted that this project may limit solar access to the adjacent property to the north. The applicant will need to address solar access and orientation for this project. A sun chart was not provided.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(7) PUBLIC AMENITIES	Pedestrian amenities are encouraged for all projects and shall be required for commercial uses. Amenities may include, but are not limited to benches and other seating, kiosks, telephone booths, bus shelters, trash receptacles, restrooms, fountains, art, etc. The use of "Ketchum Streetscape Standards" shall be encouraged.
			<i>Staff Comments</i>	<i>The applicant is proposing three street trees, one street light, bicycle racks and three bench areas.</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(8) GREEN BUILDING	Consideration shall be given to green building features within the project. Recognition shall be given to projects that achieve the United States Green Building Council's LEED Certification or earn the Environmental Protection Agency's Energy Star Label. Projects are encouraged to consider energy conservation, indoor air quality, water use, location, waste reduction, recycling, and use of sustainable construction materials.
			<i>Staff Comments</i>	<i>This standard has not been addressed.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(9)a Master Signage Plans Design Guidelines	Exposed support structures for signs, including, but not limited to, posts, poles and sign sides or edges, must be faced or covered with wood, stone or metal which is corrosion resistant, painted or anodized, or such other material as may be approved by the city as a reasonable, natural textured substitute.
			<i>Staff Comments</i>	<i>The applicant is proposing one 13.5 seven square foot wall sign adjacent to Fifth Street. They indicate that all sign code requirements will be met. A master signage plan will be required with the design review application.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(9)b	All freestanding signs shall have landscaping around the base of the support structure in order to provide a transition from the ground to the sign.
			<i>Staff Comments</i>	<i>No freestanding signs are proposed.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(9)c	All materials should prevent reflective glare.
			<i>Staff Comments</i>	<i>The applicant has indicated that they will comply with this standard.</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(9)h	Sign materials and colors should complement the building facade. Basic and simple color applications are encouraged and vibrant colors should be avoided.
			<i>Staff Comments</i>	<i>No materials has been identified for the proposed wall sign.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(9)j	Signs shall not cover or obscure windows, doors, storefronts, building entrances, eaves, cornices, columns, horizontal expression lines, or other architectural elements or details.
			<i>Staff Comments</i>	<i>The proposed sign does not conflict with any of the above stated elements.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(9)k	Signage on buildings with multiple tenants shall be limited to prevent sign clutter. Individual signs for tenants with ground floor storefront entrances are permitted. A directory sign with the names and suite numbers of all tenants without a ground floor storefront entrance may be provided at the lobby entrance for those tenants.
			<i>Staff Comments</i>	<i>The applicant is proposing one wall sign. However, a master signage plan will be required if there are multiple tenants in the building.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(9)l	An address marker shall be provided at the main entrance to all buildings.
			<i>Staff Comments</i>	<i>This will be reviewed at the time of building permit.</i>

Community Core Design Review Requirements				
EVALUATION STANDARDS: 17.18.130(F)				
Compliant			Standards and Staff Comments	
Yes	No	N/A	Standard	City Standards and <i>Staff Comments</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(a)1 ALL BUILDING FACADES	<p>Facades shall be designed with both solid surfaces and window openings to avoid the creation of blank walls and glass curtain walls. Blank walls on all facades that front a park, street, avenue, alley, plaza, or other public spaces are prohibited.</p> <p><i>Staff Comments</i> The use of decks, fenestration and varied architectural elements break up the building elevations.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(a)2	<p>On all facades, a clear visual distinction between each floor shall be provided.</p> <p><i>Staff Comments</i> The elevations indicate that the floors are clearly distinguishable. This is accomplished through the use of horizontal planes, decks and window placement. The ground floor contains storefront windows and a metal awning which distinguishes the first story from the second story level.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(a)3	<p>Stairways shall have a design that is compatible with overall structure. Stairs shall not have a tacked on appearance or look like their design was an addition or afterthought.</p> <p><i>Staff Comments</i> One exterior stair case is proposed on the north side of the building connecting the third level deck area with the roof top deck. A cable railing is proposed which is consistent with the railing used on the roof top deck.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(a)4	<p>All sides of the facade shall be designed with similar architectural elements, materials, and colors as the front facade. However, the design of side and rear facades may be simpler, more casual, and more utilitarian in nature.</p> <p><i>Staff Comments</i> All elevations of the building are designed with similar architectural elements and siding. In order to meet building code, the north elevation is flat and does not undulate or provide variety in materials.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.18.130(F)(a)5	<p>If a portion of an existing building is modified, it shall use the same building materials, details, and color applications as the rest of the building. For example, if a portion of a brick facade with wood framed windows and doors is modified, the modified portion of the facade shall use bricks, details, and wood frame windows and doors that are compatible with the other parts of the building.</p> <p><i>Staff Comments</i> This is a new building.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(a)6	<p>Consideration shall be given to natural light reaching public streets, sidewalks and open spaces.</p> <p><i>Staff Comments</i> No issues have been identified regarding natural light reaching the sidewalk or street. The building official has expressed concern regarding light impacts to the adjacent north parcel.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.18.130(F)(b) (1)a	<p>Additions to existing buildings shall be designed with a style, materials, colors, and details that are compatible with the existing structure.</p> <p><i>Staff Comments</i> This is a new building.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(b) (1)b MIXED USE/HOTEL BUILDING FACADES	<p>Front building facades, as well as all facades that front a plaza or pedestrian walkway, shall be designed with:</p> <p>(a) Ground floor storefront windows and doors that utilize clear transparent glass in order to provide clear views of storefront displays from the street and/or to allow natural surveillance of the street and adjacent outdoor spaces. Mirror and tinted glass, including solar bronze and interior film, is prohibited.</p> <p><i>Staff Comments</i> Storefront windows are proposed to provide visual line of sight into the commercial portion of the building.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(c)1 ROOFS	<p>Roofing forms and materials shall be compatible with the overall style and character of the structure. Reflective materials are prohibited.</p> <p><i>Staff Comments</i> The proposed roof is flat and appears compatible with the overall building design.</p>

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(c)2	A relatively consistent roof design (including overhangs, pitch, fascia, materials and eaves) shall be provided on all sides of the building.
			<i>Staff Comments</i>	<i>The building design appears consistent on all sides of the building.</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(c)3	All roofs shall be designed with snow clips, gutters, and downspouts to prevent water damage and stains on building facades, and to protect pedestrians and adjoining properties from dripping water and sliding snow.
			<i>Staff Comments</i>	<i>Additional information will be needed to verify conformance with this standard.</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(c)4	Mechanical equipment on roofs shall be screened from public view from all sidewalks, plazas, parks, public spaces, and pedestrian walkways.
			<i>Staff Comments</i>	<i>The roof plans provides full screening for all roof mounted equipment.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(c)5	Roof overhangs, such as cornices, and eaves, may extend out from the facade of the building. However, roof overhangs shall not extend over a neighboring parcel or more than three feet (3') over a public sidewalk.
			<i>Staff Comments</i>	<i>No overhangs are proposed over the public sidewalk or onto neighboring properties.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(d)1AWNINGS AND MARQUEES	The valance, or front face, of an awning shall not exceed eighteen inches (18") in height.
			<i>Staff Comments</i>	<i>A metal awning is proposed for both windows areas at the corner of the building adjacent to the street intersection of Washington Avenue and Fifth Street. The front face of the awning appears to be under six inches.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(d)2	Awnings and marquees shall not obscure views into storefront display windows or cover architectural expression lines or details.
			<i>Staff Comments</i>	<i>Awnings do not obscure proposed windows.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.18.130(F)(d)3	Awnings may have signs (refer to sign ordinance).
			<i>Staff Comments</i>	<i>No awning signs are proposed.</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(d)4	High gloss or plastic materials are prohibited.
			<i>Staff Comments</i>	<i>Additional information will be required to verify this standard.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(e)1BALCONIES	Balconies may be open or covered with a roof or upper story balcony.
			<i>Staff Comments</i>	<i>The third story balcony is partially covered from the roof above.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.18.130(F)(e)2	The distance between roof supporting columns, piers, or posts on balconies shall not exceed their height.
			<i>Staff Comments</i>	<i>Supporting columns are not a visible architectural element.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.18.130(F)(f)1COLONNADES	Colonnades may be covered with a roof or a balcony. An enclosed habitable space may occur above the colonnade, as long as it does not occur over the public sidewalk.
			<i>Staff Comments</i>	<i>No colonnades are proposed.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(f)2	Supporting columns and posts shall be spaced and sized so that they do not block views of storefront windows from the street.
			<i>Staff Comments</i>	<i>There have been no obstructions identified regarding views from windows.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.18.130(F)(g)1	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>Staff Comments</i>	<i>No front porches are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.18.130(F)(g)3	The raised platform of a front porch (not including stairways) shall be at least fifty (50) square feet in size with no one dimension less than six feet (6') in length.
			<i>Staff Comments</i>	<i>No front porches or stoops are proposed.</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(h)(1)aPUBLIC OPEN SPACE	Public open spaces shall be designed to enhance the site and/or building as a place for pedestrians and shall include the following: Trash receptacles; a combination of landscaping and paved surfaces; pedestrian scaled lighting; & amenities or features that encourage people to gather. Such features include, but are not limited to outdoor seating, spas/hot tubs, pools, barbecue facilities, outdoor fireplace, public art, fountains, kiosks, planters, and outdoor dining area.

			<i>Staff Comments</i>	<i>The applicant is proposing four landscaped planters on the exterior of this project along the street frontage of the building. Three outdoor seating areas have been incorporated into these planters.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.18.130(F)(h)2	Public open spaces shall be usable throughout the year. These spaces shall either be heated for snow removal or maintained to remove snow during the winter months.
			<i>Staff Comments</i>	<i>No public open space is required for this project.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(i)1 SERVICE AREAS	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 from streets, avenues, alleys, pedestrian walkways, sidewalks, plazas, and public spaces. Trash disposal areas with appropriately designed enclosures or screens may be allowed within rear parking lots, but in no case shall the disposal area be allowed along the street frontage.
			<i>Staff Comments</i>	<i>Plans propose locating the trash area to the rear of the building. The trash area will be accessible from the alleyway and will be enclosed behind a four foot wall and a gate screen.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(i)3	Garbage containers or dumpsters shall be kept in enclosures at all times, except when being emptied.
			<i>Staff Comments</i>	<i>The applicant indicates this requirement will be met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(i)4	Trash enclosures shall be maintained and the surrounding area kept free of debris.
			<i>Staff Comments</i>	<i>That applicant indicates this standard will be met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(i)5	The location of trash enclosures shall not interfere with vehicular and pedestrian access and movement.
			<i>Staff Comments</i>	<i>The location of the trash area does not conflict with vehicle and pedestrian access points.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(i)6	The number of trash receptacles per unit shall be provided based on formulas provided by trash disposal companies.
			<i>Staff Comments</i>	<i>The applicant will be required to work with Clear Creek regarding this requirement.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(j)(1)a-h MECHANICAL AND ELECTRICAL EQUIPMENT	The following shall not be located within the public right of way and shall be screened from public views from streets, pedestrian walkways, sidewalks, plazas, and public spaces: Electric and water utility meters; power transformers and sectors; heating/ventilation/cooling equipment/ irrigation and pool pumps; satellite dishes greater than eighteen inches (18") in diameter; antennas; rooftop mechanical equipment; & other mechanical equipment.
			<i>Staff Comments</i>	<i>No mechanical equipment or utility meters will be located in the public right-of-way. Mechanical equipment is proposed on the roof and meters will be located behind the building adjacent to the alleyway.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(j)(2)	Appropriate methods of screening include fencing, landscaping, roof parapets, and equipment enclosures. The design of screening devices shall be compatible with the main structure and conform to other sections of this code. Noise levels of mechanical equipment shall be minimized. All utility and communication lines serving the site shall be underground.
			<i>Staff Comments</i>	<i>The applicant is proposing screening for the roof mechanical equipment and for the trash area adjacent to the alleyway. Screening appears to be compatible to the design of the building.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(k)(1)a-c LANDSCAPING	The regulations in this subsection apply to private property, including parking lots. Regulations for the landscaping of streets are provided in subsection q, "Streets And Streetscapes", of this section. The following areas shall be landscaped and regularly maintained to be free of weeds, overgrown vegetation, and litter: Unpaved portions of the site visible from public streets, sidewalks, plazas, parks, and other public spaces; common outdoor areas within any development; and private and public surface parking areas.

			<i>Staff Comments</i>	<i>The applicant indicates that all site areas will be regularly maintained.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(k)2	Landscaping treatments shall include a combination of trees, grasses, shrubs, flowering plants, and flowers.
			<i>Staff Comments</i>	<i>Landscaping is not detailed in the plans. Three street trees and landscaping planters are proposed.</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(k)3	All landscaped areas shall be irrigated with automatic drip irrigation systems that do not produce overspray on surfaces outside the planting area.
			<i>Staff Comments</i>	<i>The applicant will need to address this standard in the design review application.</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(k)4	All new trees planted in the community core district shall be species that are recommended and approved by the city arborist. All new trees shall have a caliper size of three inches (3") measured twelve inches (12") from the ground. If the species is not available in this size, a caliper of two and one-half inches (2 1/2"), measured twelve inches (12") from the ground, will be acceptable. Evergreen trees shall be at least eight feet (8') tall when planted. All trees shall have a minimum height of fourteen feet (14') when fully grown.
			<i>Staff Comments</i>	<i>The applicant will need to address this standard in the design review application.</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(k)5	In order to provide adequate pedestrian clearance, trees shall be pruned regularly so that there is at least seven feet (7') of vertical clearance between the lowest branches of the tree and the grade of the adjacent sidewalk or pedestrian walkway. They shall also be pruned to maintain the health, vigor, and natural shape of the tree, and to maintain vehicular clearance and sight lines.
			<i>Staff Comments</i>	<i>The applicant will need to address this standard in the design review application.</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(k)6	All trees shall have an adequately sized planting area. The size of the planting area shall be based on the amount of room needed for tree roots. Root barriers shall be used when trees are planted near pedestrian walkways and sidewalks.
			<i>Staff Comments</i>	<i>The applicant will need to address this standard in the design review application.</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(k)7	Shrubs shall have a minimum five (5) gallon container size.
			<i>Staff Comments</i>	<i>The applicant will need to address this standard in the design review application.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(k)9	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>Existing site trees are being replaced with three street trees.</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(k)10	All landscaping shall be maintained in a healthy and attractive state and shall be watered, weeded, generally maintained, and replaced (if necessary) by the property owner/property manager.
			<i>Staff Comments</i>	<i>The applicant will need to address this standard in the design review application.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.18.130(F)(k)11	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>No trees are proposed onsite. More clarification will be needed in the design review application.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.18.130(F)(k)12	The city arborist shall approve all parking lot trees. Trees that do not drop heavy cones, sap, fruit, and seedlings shall be selected to minimize potential damage to cars in the parking lot.
			<i>Staff Comments</i>	<i>The applicant is not proposing a traditional parking lot. Parking will be located under the canopy of the second story level and adjacent to the alleyway.</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(k)(13)a	All surface parking lots shall be designed with the following landscaping features: The use of porous or pervious surfaces in the parking lot design. These surfaces reduce the volume and rate of storm water runoff and can add to the visual character of the parking lot.

			<i>Staff Comments</i>	<i>The applicant will need to address this standard in the design review application.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(k)(13)b	Landscaped planters shall be located between public sidewalks and parking lots. Landscaped planters shall be at least five feet (5') wide and shall be planted with a combination of shrubs, trees, and flowering plants. Planter walls shall be limited to a height of twenty four inches (24").
			<i>Staff Comments</i>	<i>The applicant is showing four landscape planter areas between the sidewalk and the building's façade. Dimensions of these planter areas will need to be detailed in the design review application.</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(k)(13)c	Trees may be planted in landscaped planters, tree wells in pedestrian walkways, and/or diamond shaped planter boxes located between parking rows. Diamond shaped planter boxes and tree wells shall be at least five feet (5') square. Tree gates and root guards shall be required for trees planted within pedestrian walkways.
			<i>Staff Comments</i>	<i>The applicant will need to address this standard in the design review application.</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(k)(13)d	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>The applicant will need to address this standard in the design review application.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.18.130(F)(l)1 FENCES, WALLS AND GATES	The design of fences and walls shall be compatible with the architecture of the building.
			<i>Staff Comments</i>	<i>No fences are proposed with this application.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.18.130(F)(l)2	Entrance arbors are allowed on fences/walls.
			<i>Staff Comments</i>	<i>No entrance arbors are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.18.130(F)(l)3	Fences and walls shall have an articulated design. Articulation can be created by having regularly spaced posts, changing the height of the fence/wall, and by using different building materials at the base, posts, or the cap of the fence/wall. Flat walls, chainlink fences, and barbed wire fences are prohibited.
			<i>Staff Comments</i>	<i>No fences or walls are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.18.130(F)(l)4	The maximum fence and wall height is four feet (4') within thirty feet (30') of the front property line and six feet (6') beyond thirty feet (30') of the front property line.
			<i>Staff Comments</i>	<i>No fences or walls are proposed.</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(m)(1)a-l SITE LIGHTING	The following areas shall be illuminated at night to ensure the safety of users and to minimize opportunities for crime. Illumination shall conform to the city of Ketchum dark sky ordinance. Intersection of streets; intersection of alleys and streets; surface parking lots; parking structures, including access points, elevations and stairwells; pedestrian walkways and paths; plazas; sidewalks; automated teller machines (ATMs); all entrances to buildings, including rear and service entrances; garbage disposal areas; alleys; & other areas that are routinely used by pedestrians.
			<i>Staff Comments</i>	<i>A lighting plan will need to be submitted with the design review application.</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(m)2	Site, building, and sign lighting shall be located and directed to light the intended area of illumination and to prevent off site glare impacts on adjacent buildings or properties.
			<i>Staff Comments</i>	<i>A lighting plan will need to be submitted with the design review application.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(n)1 PLAZAS, PEDESTRIAN WALKWAYS AND COURTYARDS	All plazas, pedestrian walkways, and courtyards shall be designed with an ornamental surface that is differentiated from the sidewalk and asphalt streets and parking lots. Appropriate types of ornamental paving include: (a) Natural stone. (b) Turf block. (c) Brick.

				(d) Concrete unit pavers.
			Staff Comments	Sidewalk materials will need to be submitted with the design review application.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.18.130(F)(n)3	All plazas and courtyards shall be designed with pedestrian amenities, such as seating, outdoor dining tables with umbrellas, winter ice rinks, planters, trees, vine covered pergolas, pedestrian scaled lighting, public artwork, outdoor fireplaces, and fountains.
			Staff Comments	No plazas or courtyards are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.18.130(F)(n)4	Plazas shall be illuminated from dusk to dawn. A combination of overhead lighting and lighted bollards shall be used.
			Staff Comments	No plazas are proposed.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(n)5	Plazas, pedestrian walkways, and courtyards that are paved shall be kept clear of snow and ice to ensure that the space is usable throughout the year.
			Staff Comments	Snow storage and walkways maintenance will need to be addressed in the design review application.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.18.130(F)(o)1	Park improvements shall be designed to preserve mature trees, natural topographic features, rock outcroppings, and riparian and floodplain features.
			Staff Comments	No park areas are proposed with this application.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.18.130(F)(o)2	All parks shall be designed with pedestrian amenities, such as shaded trails and paths, seating areas, picnic tables, barbecue areas, planters, trees, vine covered pergolas, gazebos, drinking fountains, pedestrian scaled lighting, public artwork, and fountains.
			Staff Comments	No park areas are proposed with this application.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.18.130(F)(o)3	Parks shall be visible from streets, sidewalks, and adjacent uses to facilitate informal surveillance of the park and to increase safety and security. Edge treatments such as landscaping and fencing shall not block public views into the park. Parks shall not be isolated or walled off from the surrounding community.
			Staff Comments	No park areas are proposed with this application.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.18.130(F)(o)4	Lighting shall be provided for pedestrian paths, parking lots, restrooms, picnic areas, gazebos, and other structures within parks. Lighting shall be located and directed to control off site glare.
			Staff Comments	No park areas are proposed with this application.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.18.130(F)(o)5	Parks shall be designed with a combination of shaded areas to create cool areas during warm summer months and open space for solar access during the colder months. Canopy trees, trellises, gazebos, and/or other structures shall be provided to shade pedestrian paths, picnic areas, outdoor seating areas, and playgrounds.
			Staff Comments	No park areas are proposed with this application.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(p)(1)a-c BICYCLE PARKING	All developments within community core are required to have bicycle parking. The minimum number of bicycle racks shall be determined by whichever of the following is greater: (a) Two (2) bicycle racks per use or business; (b) A number of bicycle racks that equals twenty percent (20%) of the required auto parking; or (c) Two (2) bicycle racks per lot.
			Staff Comments	The applicant is proposing two bicycle racks adjacent to Fifth Street. Additionally, three storage lockers are provided under the second level canopy.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.18.130(F)(p)2	Schools are required to provide a minimum of one bicycle rack per ten (10) students or ten percent (10%) of required auto parking, whichever is greater. Recreation uses are required to provide a minimum of five (5) bicycle racks or ten percent (10%) of required auto parking, whichever is greater.
			Staff Comments	This is neither a school nor recreational use.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(p)(3)a	A single bicycle rack shall meet the following criteria: (a) Support the bicycle upright by its frame in two (2) places; (b) Prevent the wheel of the bicycle from tipping over; and (c) A U-lock should be able to lock the front wheel and the down tube of an upright bicycle or lock the rear wheel and seat tube of the bicycle.

			<i>Staff Comments</i>	<i>The proposed bicycle racks appear to meet the above standards.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(p)4	Two (2) or more single racks may be mounted in a row on a common base or attached in a row to a frame.
			<i>Staff Comments</i>	<i>The two racks are mounted side by side.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(p)5	Inverted "U" racks mounted in a row should be placed thirty inches (30") apart (on center) allowing enough room for two (2) bicycles to be secured to each rack and providing easy access to each bicycle.
			<i>Staff Comments</i>	<i>The bicycle racks are separated greater than 30" apart.</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(p)6	The rack should be anchored so that it cannot be stolen with the bikes attached. Racks that are large and heavy enough such that the rack cannot be easily moved or lifted with the bicycles attached do not have to be anchored.
			<i>Staff Comments</i>	<i>The applicant will need to address this standard in the design review application.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(p)7	Bicycle racks may be placed on private property and public sidewalks. In both cases, the racks shall not be placed so that they block the entrance or inhibit pedestrian flow in or out of the building. If placed on a sidewalk or pedestrian walkway, they should be placed so that at least five feet (5') of sidewalk width is maintained. Bike racks placed in the public right-of-way are subject to review and approval by the Public Works Department.
			<i>Staff Comments</i>	<i>Both bicycle racks are proposed on private property.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(p)9	Racks shall be mounted within fifty feet (50') of the entrance it serves, or as close as the nearest car parking space, whichever is closer.
			<i>Staff Comments</i>	<i>Bicycle racks are shown to be less than 50 feet from the building's entrance on Fifth Street.</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(p)10	Racks shall be clearly visible from the entrance it serves.
			<i>Staff Comments</i>	<i>Bicycle racks appear to not have a line a sight from the front entrance of the building.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(q)1 STREETS AND STREETSCAPES	Streetscape improvements shall be designed in compliance with the city approved cross sections for downtown streets.
			<i>Staff Comments</i>	<i>The applicant is working with the public works department regarding right-of-way improvements. Full improvements for sidewalk, curb and gutter will be required.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(q)4	All streetlight fixtures, traffic signals, traffic and directional signs, pedestrian wayfinding signs, parking signs, bicycle racks, parking meters, and fire hydrants shall be located within one to three feet (3') of the curb face.
			<i>Staff Comments</i>	<i>The applicant has indicated that this standard will be met, however the bicycle racks are proposed on private property.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(q)6	Streetscape furniture and amenities shall be located to maintain a clear pedestrian path of at least five feet (5') in width.
			<i>Staff Comments</i>	<i>The sidewalk width will be expanded to eight to ten feet and at least five feet of pedestrian path will be preserved near the street light and trees.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(q)8	All streetlights, streetscape furniture, and amenities shall be consistent with a city approved list of approved furniture.
			<i>Staff Comments</i>	<i>The applicant is working with the public works department to ensure all public improvements meet the right-of-way standards.</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(q)13	All sidewalks shall be constructed of concrete pavers. Special paving features may be allowed on the sidewalks of unique streets within the downtown, such as Fourth Street and First Avenue.
			<i>Staff Comments</i>	<i>Sidewalk details will be required at the time of design review application.</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(q)15	Root guards shall be installed for each street tree to minimize damage to the sidewalk.
			<i>Staff Comments</i>	<i>The applicant will need to address this standard in the design review application.</i>

<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(q)16	All street trees shall be irrigated with automatic drip irrigation systems that do not produce overspray on the sidewalk.
			<i>Staff Comments</i>	<i>The applicant will need to address this standard in the design review application.</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(q)17	All new trees shall have a caliper size of three inches (3") measured twelve inches (12") from the ground. If the species is not available in this size, a caliper of two and one-half inches (2 1/2"), measured twelve inches (12") from the ground, will be acceptable. Evergreen trees shall be at least eight feet (8') tall when planted. All trees shall have a minimum height of fourteen feet (14') when fully grown.
			<i>Staff Comments</i>	<i>The applicant will need to address this standard in the design review application.</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(q)18	In order to provide adequate pedestrian clearance, trees shall be pruned regularly so that there is at least seven feet (7') of vertical clearance between the lowest branches of the tree and the grade of the adjacent sidewalk or pedestrian walkway. They shall also be pruned to maintain the health, vigor, and natural shape of the tree, and to maintain vehicular clearance and sight lines.
			<i>Staff Comments</i>	<i>The applicant will need to address this standard in the design review application.</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(q)19	All trees shall have an adequately sized planting area. The size of the planting area shall be based on the amount of room needed for tree roots. Root barriers shall be used when trees are planted near pedestrian walkways and sidewalks.
			<i>Staff Comments</i>	<i>The applicant will need to address this standard in the design review application.</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(q)20	All street trees planted in the community core district shall be species that are recommended and approved by the city arborist.
			<i>Staff Comments</i>	<i>The applicant will need to address this standard in the design review application.</i>

STAFF RECOMMENDATION:

No staff recommendation will be provided at this time. The Commission should provide the applicant feedback regarding the proposed project and identify any amendments to be included in the design review application submission.

ATTACHMENTS:

- A. Application
- B. Plans

Attachment A: Application



COMMUNITY CORE DESIGN REVIEW APPLICATION FORM B
Complete for Pre-Application Design Review and Final Design Review

GENERAL INFORMATION

PROJECT NAME: Kneebone Mixed Use

OWNER: Kneebone, LLC (Stephen T. Kearns, Member)

EMAIL: steve@kmvbuilders.com

MAILING ADDRESS: P.O. Box 3233, Ketchum, ID 83340

PHONE NUMBER: (208) 726-4843

ARCHITECT/REP.: Williams Partners Architects

EMAIL: jeff@williams-partners.com

MAILING ADDRESS: P.O. Box 4373, Ketchum, ID 83340

PHONE NUMBER: (208) 726-0020

LEGAL LAND DESCRIPTION: KETCHUM LOT 8 BLK 15 5500SF

PROJECT STREET ADDRESS: 500 North Washington Avenue, Ketchum ID 83340

C. EXCEPTION(S) TO DESIGN REVIEW REGULATIONS (17.64.020) REQUESTED

(list by code number, e.g. A-1, C-2)

N/A

D. LAND USE

PERMITTED USE(S): Residential: Dwelling, Multifamily & Commercial: Business or Retail Trade

CONDITIONAL USE(S): N/A

E. PARKING

TOTAL SPACES REQUIRED: 5

TOTAL SPACES PROPOSED: 5

SURFACE: X UNDERGROUND: _____

ON-STREET CREDIT REQUESTED: 4

F. SIDEWALK, CURB, & GUTTER

SIDEWALK WIDTH: 10+/- ft.

G. LOT DIMENSIONS

LOT AREA: 5,500 sq. ft.

LOT WIDTH: 56 ft.

H. FLOOR AREA RATIO

GROSS SQUARE FEET OF DEVELOPMENT ON EACH FLOOR OR LEVEL:

Basement or Underground Parking 0 sq. ft. First Floor: 2,206 sq. ft.

Second Floor: 3,182 sq. ft. Third Floor: 2,146 sq. ft.

GROSS FAR: 1.37

COMMERCIAL SPACE: Ground Floor 1,539 sq. ft. Total: 3,102 sq. ft.

TOTAL NUMBER OF MARKET RATE RESIDENTIAL UNITS: 2

TOTAL GROSS SQ FT OF MARKET RATE RESIDENTIAL UNITS: 3,588 sq. ft.

List gross sq ft of **each** numbered unit:

<u>1,442</u> sq ft	_____ sq ft	_____ sq ft
<u>2,146</u> sq ft	_____ sq ft	_____ sq ft
_____ sq ft	_____ sq ft	_____ sq ft
_____ sq ft	_____ sq ft	_____ sq ft
_____ sq ft	_____ sq ft	_____ sq ft
_____ sq ft	_____ sq ft	_____ sq ft

COMMUNITY HOUSING

Requirement (for Projects over 1.0 FAR): 345.78 sq ft

Community Housing Requirement = [(Total Gross Sq Ft of Development – Lot Area) x 20%] x 85%


Proposed: 345.78 sq ft

K. SUBDISTRICT

A: _____ B: _____ C: X D: _____

L. BUILDING TYPE

1: _____ 2: _____ 3: X 4: _____ 5: _____ 6: _____

OWNER'S SIGNATURE:  DATE: 1.12.16
 (Owner's agent may sign, if written authorization has been provided to the Planning and Building Department.)

Pursuant to Resolution No. 08-123, any direct costs incurred by the City of Ketchum to review this application will be the responsibility of the applicant. Costs include but are not limited to: engineer review, attorney review, legal noticing, and copying costs associated with the application. The City will require a retainer to be paid by the applicant at the time of application submittal to cover said costs. Following a decision or other closure of an application, the applicant will either be reimbursed for unexpended funds or billed for additional costs incurred by the City.

Attachment B: Plans

OWNERSHIP OF DOCUMENTS: The instruments of service herein are solely for use with respect to the Project. Plans, drawings, specifications and other documents are the property of the architect and shall remain the property of the architect and shall not be used for any other project without the written consent of the architect. The architect shall retain all rights, including copyright.



KNEEBONE BUILDING
500 North Washington Avenue, Ketchum, Idaho

WILLIAMS PARTNERS

ARCHITECTS
MAIL P.O. B. 4373
KETCHUM, IDAHO 83340
PHONE 208.726.0020
FAX 208.726.0019
WWW.WILLIAMS-PARTNERS.COM

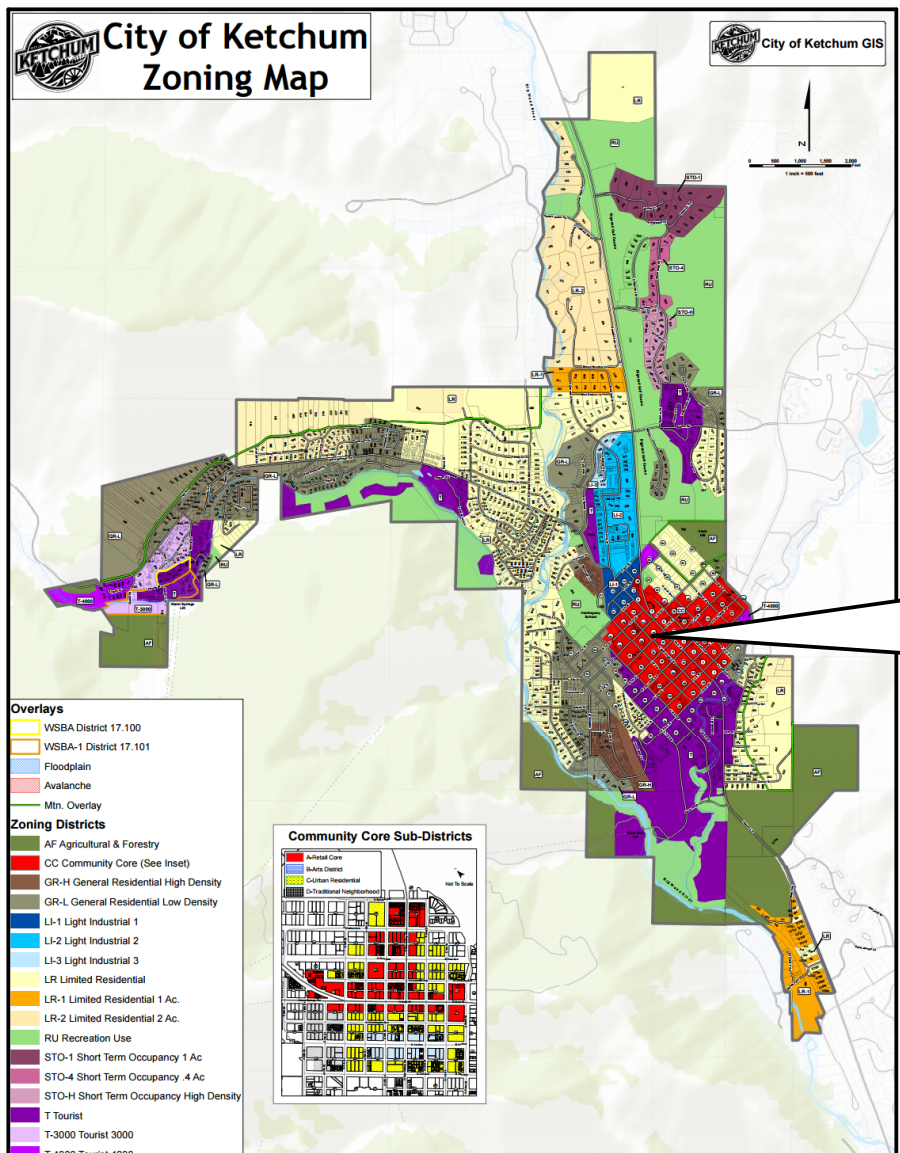
DATE 1/12/2016
REVISIONS

CS

KNEEBONE BUILDING



SATELLITE VIEW



VICINITY MAP



NEIGHBORHOOD MAP

PROJECT LOCATION

PROJECT SUMMARY		
ADDRESS 500 North Washington Avenue Ketchum, ID 83340	LEGAL DESCRIPTION KETCHUM LOT 8 BLK 15 5500SF	
JURISDICTION CITY OF KETCHUM	COUNTY BLAINE	
CODES ADOPTED (PER CITY CODE §15.04.010) - THE INTERNATIONAL BUILDING CODE (IBC) 2012 EDITION, INCLUDING APPENDICES A, B, C, E, G, I, AND J, AND REVISED SECTION 903 AND EXCLUDING SECTION 101.4.3 - THE INTERNATIONAL ENERGY CONSERVATION CODE (IECC) 2012 EDITION, INCLUDING APPENDIX - THE INTERNATIONAL EXISTING BUILDING CODE (IEBC), 2012 EDITION - THE INTERNATIONAL PROPERTY MAINTENANCE CODE (IPMC), 2012 EDITION - THE INTERNATIONAL RESIDENTIAL CODE (IRC), 2012 EDITION, PARTS 1 THROUGH IV AND IX, INCLUDING APPENDICES D, E, F, G, H, J, K AND M		
ZONING (PER CITY CODE §17.124.040 TABLE A) CC COMMUNITY CORE - SUBDISTRICT C: URBAN RESIDENTIAL		
PERMITTED USE(S) (PER CITY CODE §17.12.040 TABLE B, SUBDISTRICT C: URBAN RESIDENTIAL) RESIDENTIAL: DWELLING, MULTIFAMILY COMMERCIAL: OFFICE, BUSINESS OR RETAIL TRADE		
SETBACKS/HEIGHT (PER CITY CODE §17.12.040 TABLE B, SUBDISTRICT C: URBAN RESIDENTIAL) FRONT (Washington Avenue) = 5'-0" SIDE YARD (Adjacent/Interior) = 0'-0" SIDE (5th Street) = 5'-0" REAR (Alley) = 3'-0"		
	REQUIRED/ MAXIMUM	PROPOSED
BUILDING HEIGHT	42'-0"	42'-0"
HEIGHT ABOVE ROOFLINE	10'-0"	9'-0"
FIRST FLOOR CEILING HEIGHT, RETAIL	12'-0" - 15'-0"	12'-0"
FIRST FLOOR CEILING HEIGHT, RESIDENTIAL	8'-0" - 12'-0"	N/A
HEIGHT ABOVE ROOFLINE, ELEVATORS/STAIRS SHAFT PROVIDING ACCESS TO ROOF GARDEN	10'-0"	10'-0"
MINIMUM REQUIRED SIZE OF PRIVATE OUTDOOR SPACE PER RESIDENTIAL UNIT	50 SF	

PLANNING CODE COMPLIANCE					
AREA CALCULATIONS					
FLOOR AREA, NET (NSF): SUM OF HORIZONTAL FLOOR AREA NOT INCLUDING OPEN ENCLOSED DECKS, INTERIOR OR EXTERIOR CIRCULATION, MECHANICAL EQUIPMENT ROOMS, PARKING AREAS, COMMON AREAS, PUBLIC BATHROOMS OR STORAGE AREAS IN BASEMENTS. (PER CITY CODE §17.08.020)					
	OFFICE/RETAIL	RESIDENTIAL	COMMON	GARAGE	CIRCULATION / MECHANICAL
LEVEL 1 (GROUND LEVEL)	1,539 GSF	0 NSF	667 GSF	459 GSF	0 NSF
LEVEL 2 (SECOND LEVEL)	1,563 GSF	1,442 NSF	177 GSF	0 GSF	137 NSF
LEVEL 3 (THIRD LEVEL)	0 GSF	2,146 NSF	0 GSF	0 GSF	289 NSF
TOTAL BY USE	3,102 GSF	3,588 NSF	844 GSF	459 GSF	426 NSF
TOTAL	8,419 GSF				
PARKING CALCULATIONS (PER CITY CODE §17.125.060)					
USE	PARKING REQUIREMENTS/ PARKING DEMAND				
RESIDENTIAL	1.0 PER 1,500 NET SQUARE FEET (NSF)				
RETAIL TRADE AND RETAIL SERVICE	2.0 PER 1,000 GROSS SQUARE FEET (GSF)				
STREET PARKING CREDIT	4.0 PER 5,500 SF OF LOT AREA				
REQUIRED	STALLS	CALCULATION			
OFFICE & RETAIL	6.20	[(3,102 GSF) / 1,000 GSF] x 2.0			
RESIDENTIAL	2.39	[(3,588 NSF) / 1,500 NSF] x 1.0			
COMMON	N/A				
GARAGE	N/A				
CIRCULATION / MECHANICAL (NSF)	N/A				
TOTAL PARKING REQUIRED	5	[8.59 - 4.0 = 4.59-5]			
4.0 SPACES CREDITED PER CITY CODE §17.125.060 B					
FRACTIONS ROUNDED PER CITY CODE §17.125.050 B					
OFF-STREET PARKING STALLS SUMMARY (MIN. 9'-0"x18'-0" SIZE PER CITY CODE §17.125.030) *INCLUDES ONE ADA COMPLIANT VAN ACCESSIBLE PARKING STALL (11'-0" x 18'-0")					
	REQUIRED	PROVIDED*			
	5	5			
FLOOR AREA RATIO (F.A.R.) (PER CITY CODE §17.124.040) PROJECT PROPOSED F.A.R. = 1.37 [7,534 GSF / 5,500 GSF] [ADJUSTED TOTAL GSF AREA = 7,534 GSF (GARAGE & CIRCULATION/MECHANICAL NOT INCLUDED)]					
DISTRICT	BASIC F.A.R. ALLOWANCE	PROPOSED F.A.R.	MAXIMUM F.A.R. ALLOWED WITH INCLUSIONARY HOUSING INCENTIVES		
CC DISTRICT	1.0 (5,500 GSF)	1.37 (7,534 GSF)	2.25 (12,375 GSF)		
COMMUNITY HOUSING REQUIRED FOR PROJECTS OVER 1.0 F.A.R. COMMUNITY HOUSING REQUIREMENT = (TOTAL GSF OF DEVELOPMENT - LOT AREA) x 20% x 85% IN LIEU FEE = [(COMMUNITY HOUSING REQUIRED AREA x \$196/SF)]					
[CALCULATIONS] [7,534 GSF - 5500 GSF = 2,034 GSF] [2,034 SF x 20% = 406.80 SF] [406.80 SF x 85% = 345.78 SF (COMMUNITY HOUSING REQUIREMENT)] [345.78 SF x \$196/SF = \$67,772.88 (IN LIEU FEE)]					
DESIGN REVIEW AUTHORITY (PER CITY CODE §17.96.010) 2 BIKE RACKS REQUIRED					

PROJECT TEAM	
ARCHITECT	Williams | Partners Architects Mail: P.O. Box 4373 Ketchum, ID 83340 Contact: Jeff Williams, Architect E-mail: jeff@williams-partners.com Phone: 208.726.0020 Fax: 208.726.0019
CIVIL ENGINEER / SURVEYOR	Galena Engineering, Inc. Mail: P.O. Box 3233 Ketchum, ID 83340 Contact: Sean Flynn, P.E. E-mail: sflynn@galena-engineering.com Phone: 208.726.4843 Fax: 208.578.1271
LANDSCAPE ARCHITECT	Clemens Associates Address: P.O. Box 300 Ketchum, ID 83340 Contact: Rob King, Landscape Architect Email: rob@clemensassociates.com Phone: 208.726.5331
STRUCTURAL ENGINEER	Morell Engineering, P.C. Mail: P.O. Box 2401 Ketchum, ID 83340 Contact: Matt Morell, P.E. E-mail: morellengineering@cox.net Phone: 208.726.2844
HVAC CONTRACTOR	TBD Mail: TBD Contact: TBD E-mail: TBD@TBD.com Phone: 000.000.0000 Fax: 000.000.0000
INTERIOR DESIGN	TBD Mail: TBD Contact: TBD E-mail: TBD@TBD.com Phone: 000.000.0000 Fax: 000.000.0000
GENERAL CONTRACTOR	Keams, McGinnis & Vandenberg, Inc. Mail: P.O. Box 3233 Ketchum, ID 83340 Contact: Steve Keams E-Mail: steve@kmvbuilders.com Phone: 208.726.4843 Fax: 208.578.1271
BUILDING INSPECTOR (City of Ketchum)	Department of Planning and Building Mail: P.O. Box 2315 480 East Avenue North Ketchum, ID 83340 Contact: Jim Lynch E-Mail: jlynch@ketchumidaho.com Phone: 208.726.7802 Fax: 208.726.7812

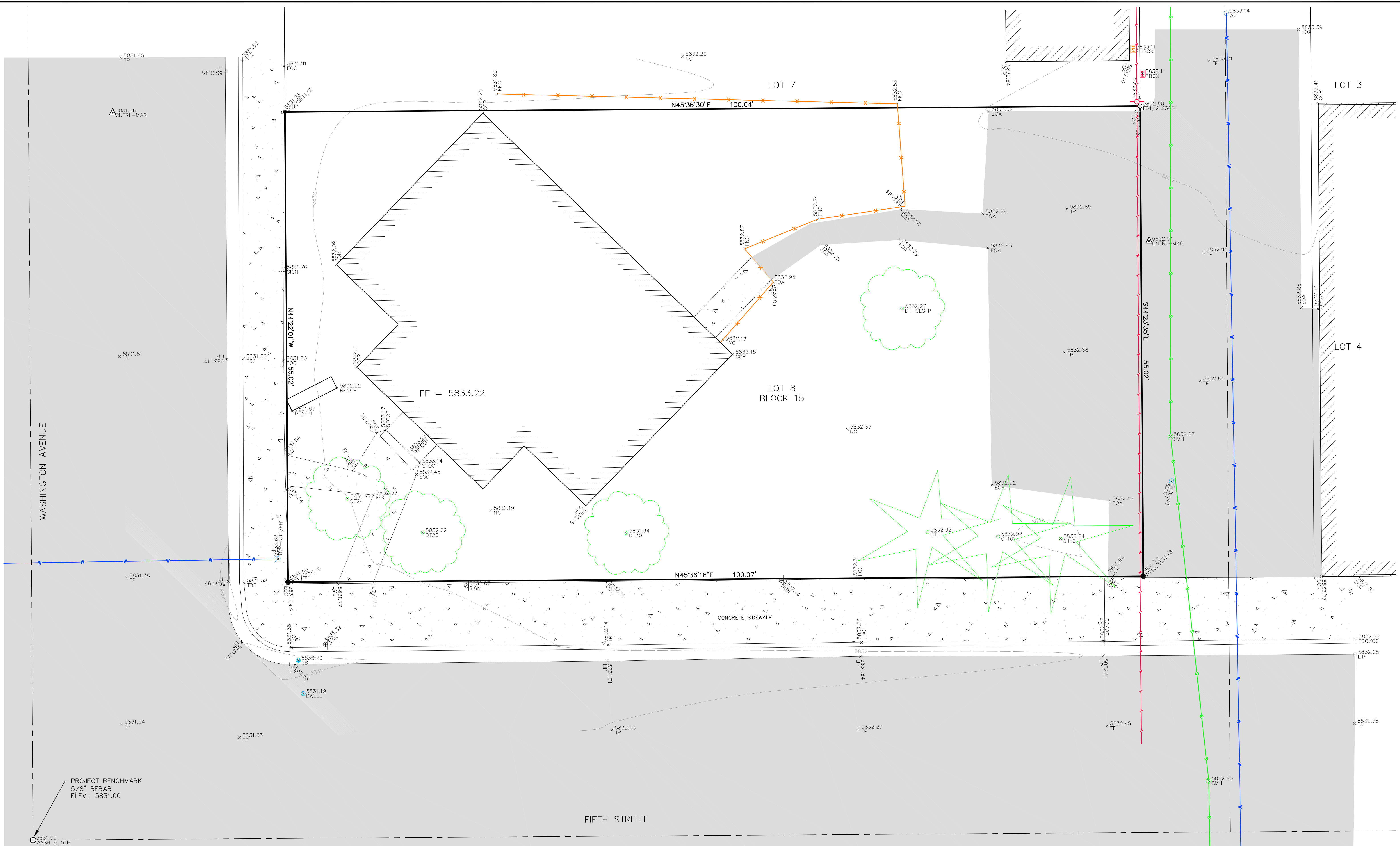
BUILDING CODE COMPLIANCE				
CONSTRUCTION TYPE TYPE V-B (Sprinkled)				
OCCUPANCY GROUP(S) , MIXED OCCUPANCY SEPARATION (PER IBC TABLE 508.3.3)				
USE A	USE B	REQUIRED FIRE SEPARATION		
GROUP B	GROUP R-2	1 HOUR RATING (SPRINKLED)		
OCCUPANCY LOAD (PER IBC TABLE 1004.1.2)				
SPACE	FUNCTION	AREA	LOAD FACTOR	MAXIMUM OCCUPANCY
FIRST FLOOR OFFICE SPACE#1	BUSINESS AREA	943	100	9
FIRST FLOOR OFFICE SPACE#2	BUSINESS AREA	606	100	6
SECOND FLOOR OFFICE SPACE	BUSINESS AREA	1,531	100	15
SECOND FLOOR RESIDENTIAL	RESIDENTIAL	1,579	200	7
THIRD FLOOR RESIDENTIAL	RESIDENTIAL	2,435	200	12
FIREWALL (IBC § 705) STRUCTURE WALL ON ADJACENT ZERO LOT LINE TO BE 2-HR FIRE RATED PER IBC TABLE 705.4				
AUTOMATIC SPRINKLER SYSTEM (IBC §903) FIRE SPRINKLER SYSTEM TO BE PER NFPA 13				
MEANS OF EGRESS (PER IBC TABLE 1015.1.1) SPACES THAT REQUIRE ONLY ONE MEAN OF EGRESS				
OCCUPANCY	MAXIMUM OCCUPANT LOAD			
GROUP B	49			
GROUP R	10			
CORRIDOR WIDTH (PER IBC §1017.2) MINIMUM 44"				
ACCESSIBILITY (PER IBC §1104) ACCESSIBLE ROUTE IS PROVIDED ACCESSIBLE ELEVATOR IS PROVIDED ACCESSIBLE VAN PARKING STALL IS PROVIDED				

FB: 15 - 0439	DR	10/14/14
	DESIGNED BY	DATE
	RL	10/14/14
	DRAWN BY	DATE
	BDY	10/14/14
	CHECKED BY	DATE

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

GALENA ENGINEERING, INC.
Civil Engineers & Land Surveyors
317 N. River Street
Haley, Idaho 83333
(208) 785-1000
Cell: (208) 785-1002 fax
email: galena@galena-engineering.com

NO	DATE	BY	REVISIONS



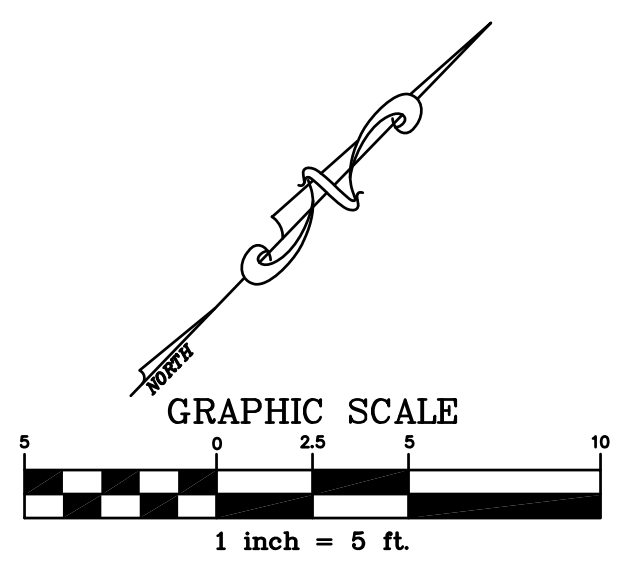
NOTES

- 1) Boundary information is based on record information. Refer to the Official Map for the Village of Ketchum, Inst.# 302967, Blaine County, Idaho.
- 2) Utility locations are approximate and locations should be verified before any excavation.
- 3) Galena Engineering Inc. has not received a Title Policy from the client and has not been requested to obtain one. Relevant information that may be contained within a Title Policy may therefore not appear on this map and may affect items shown hereon. It is the responsibility of the client to determine the significance of the Title Policy information and determine whether it should be included. If the client desires for the information to be included they must furnish said information to Galena Engineering, Inc. and request it be added to this map.

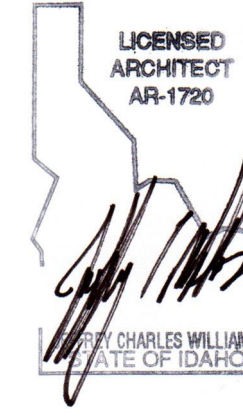
LEGEND

- Property Line
- Adjainers Lot Line
- Centerline of Right-of-Way
- FNC = Fence
- Curb and Gutter
- Sewer Main
- Structure
- 1' Contours
- Overhead Power Line
- Concrete
- Water Main
- Found 1/2" Rebar
- Found 5/8" Rebar
- Set 1/2" Rebar
- Set 5/8" Rebar
- Survey Control Point
- Sign
- CB = Catch Basin
- DWELL = Drywell
- WV = Water Valve
- SMH = Sewer Manhole
- SDMH = Storm Drain Manhole
- PP = Utility Pole
- CT = Conifer Tree
- DT = Deciduous Tree
- PB = PBOX = Power Box
- PHBOX = Telephone Riser
- COR = Building Corner
- EOA = Edge of Asphalt
- EOC = Edge of Concrete
- FF = Finished Floor
- LIP = Lip of Gutter
- NG = Natural Grade
- TP = Top of Asphalt
- TBC = Top Back of Curb

PROJECT BENCHMARK
5/8" REBAR
ELEV.: 5831.00



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KNEEBONE BUILDING

500 North Washington Avenue, Ketchum, Idaho

WILLIAMS PARTNERS

ARCHITECTS

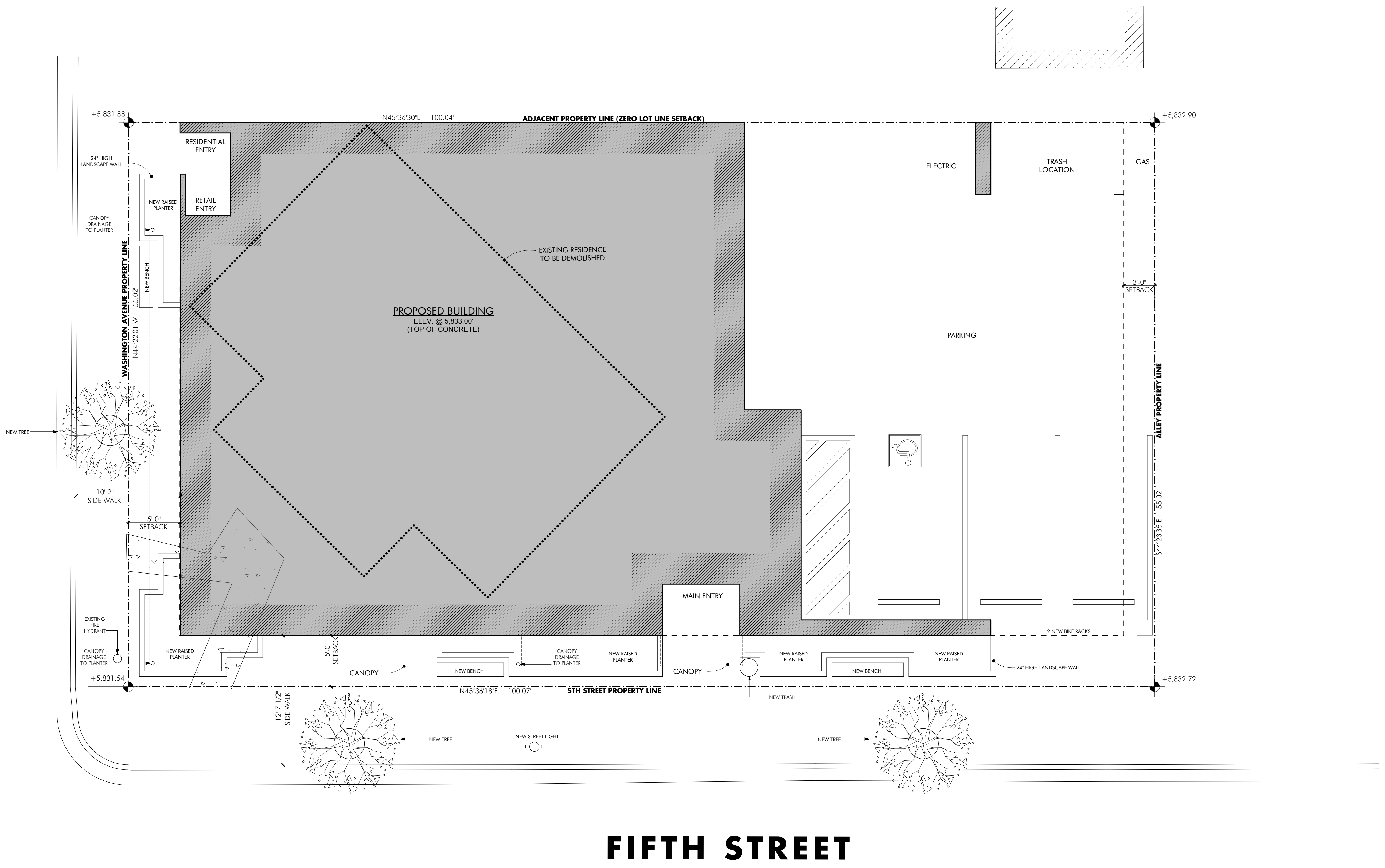
MAIL P.O.B. 4373
KETCHUM, IDAHO
83340
PHONE 208.726.0020
FAX 208.726.0019
WWW.WILLIAMS-PARTNERS.COM

DATE 1/12/2016
REVISIONS

A 1

SHEET 3 OF 8

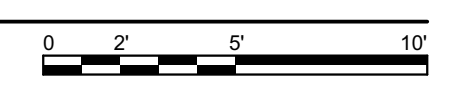
WASHINGTON AVENUE



FIFTH STREET

PROJECT BENCHMARK
5/8" REBAR
ELEV.: 5831.00

ARCHITECTURAL SITE PLAN
SCALE: 1" = 5'



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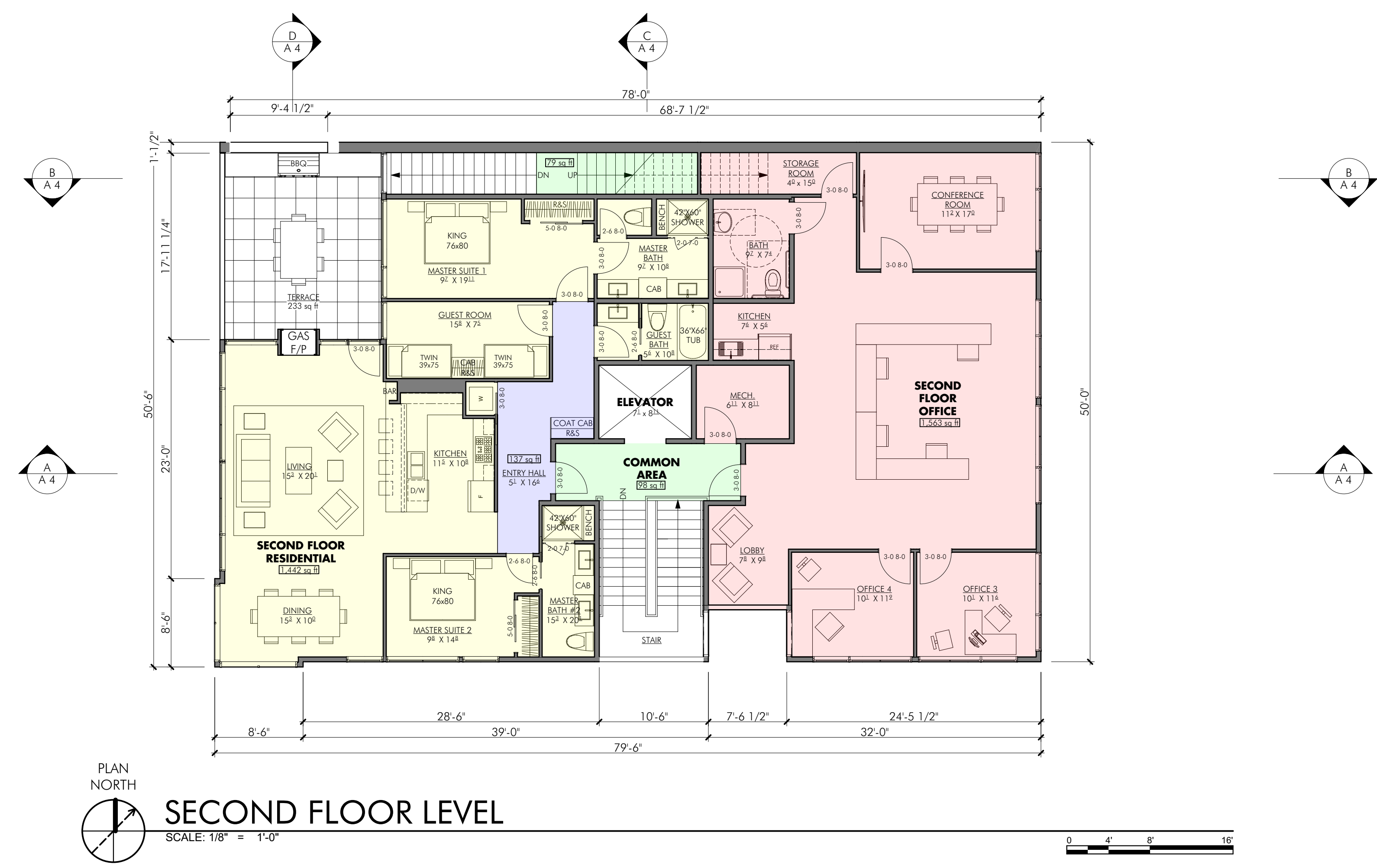
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WILLIAMS PARTNERS
ARCHITECTS
P.O.B. 4373
KETCHUM, IDAHO 83340
PHONE 208.726.0020
FAX 208.726.0019
WWW.WILLIAMS-PARTNERS.COM

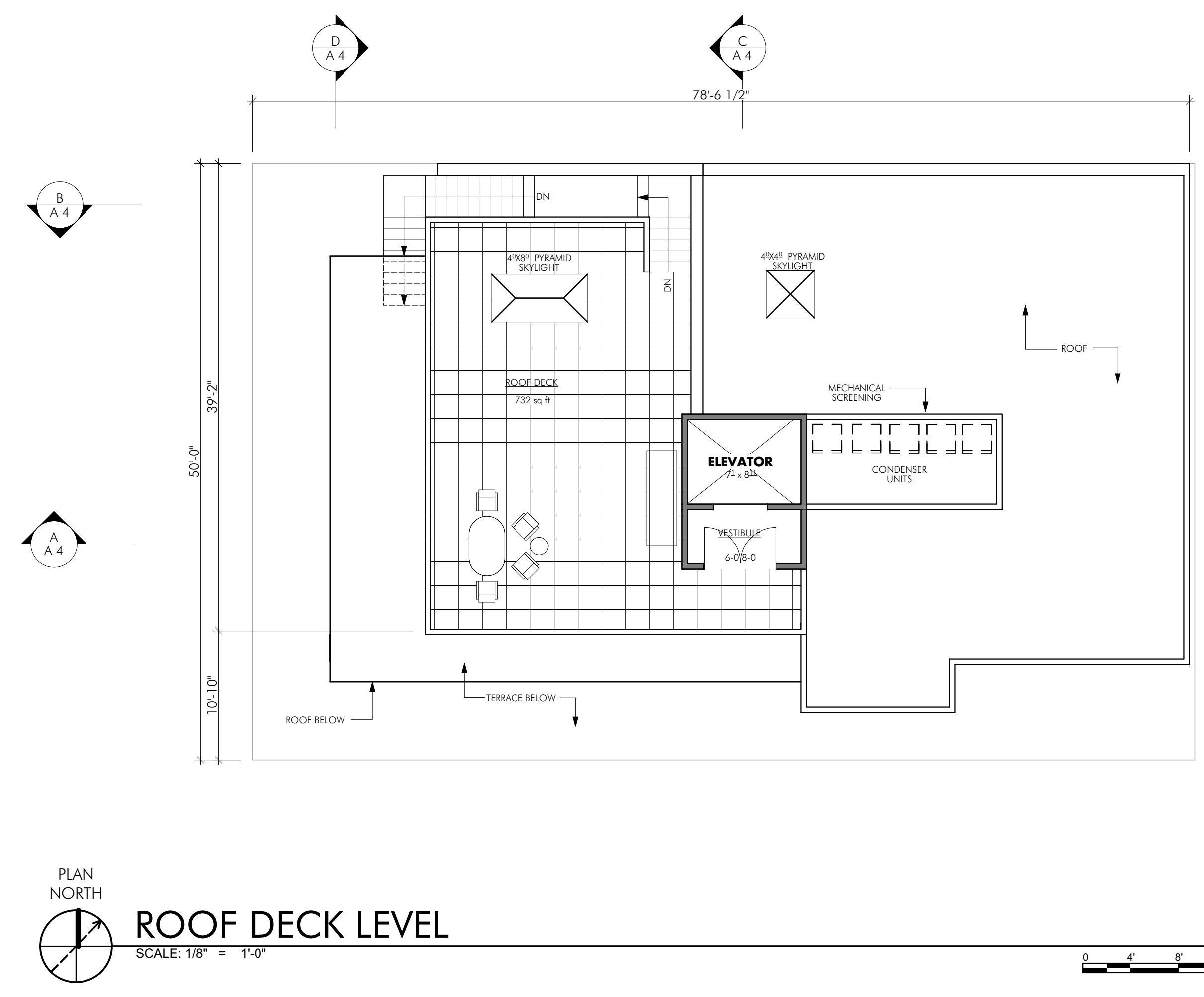
DATE 1/12/2016
REVISIONS

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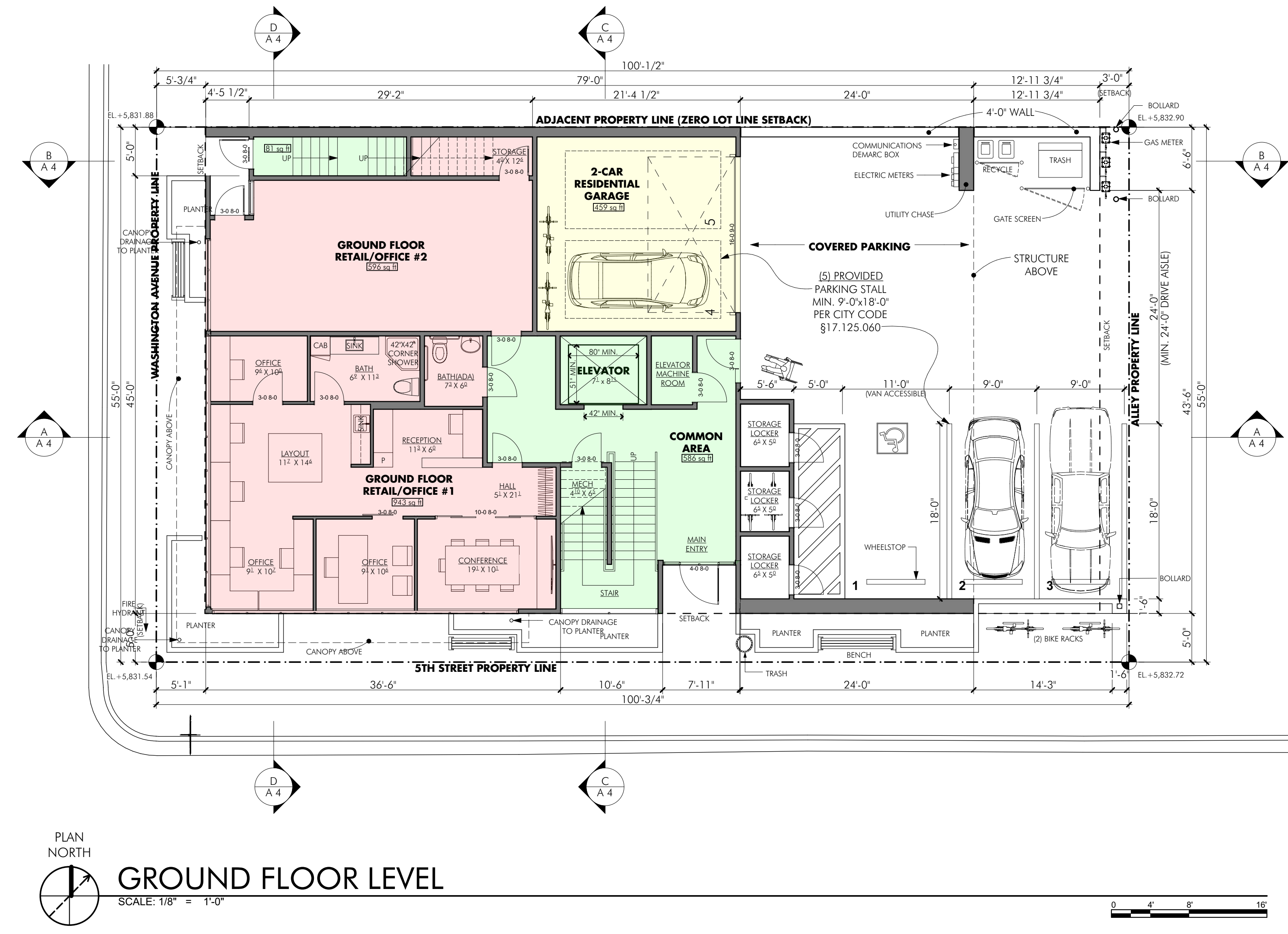
SHEET 4 OF 8



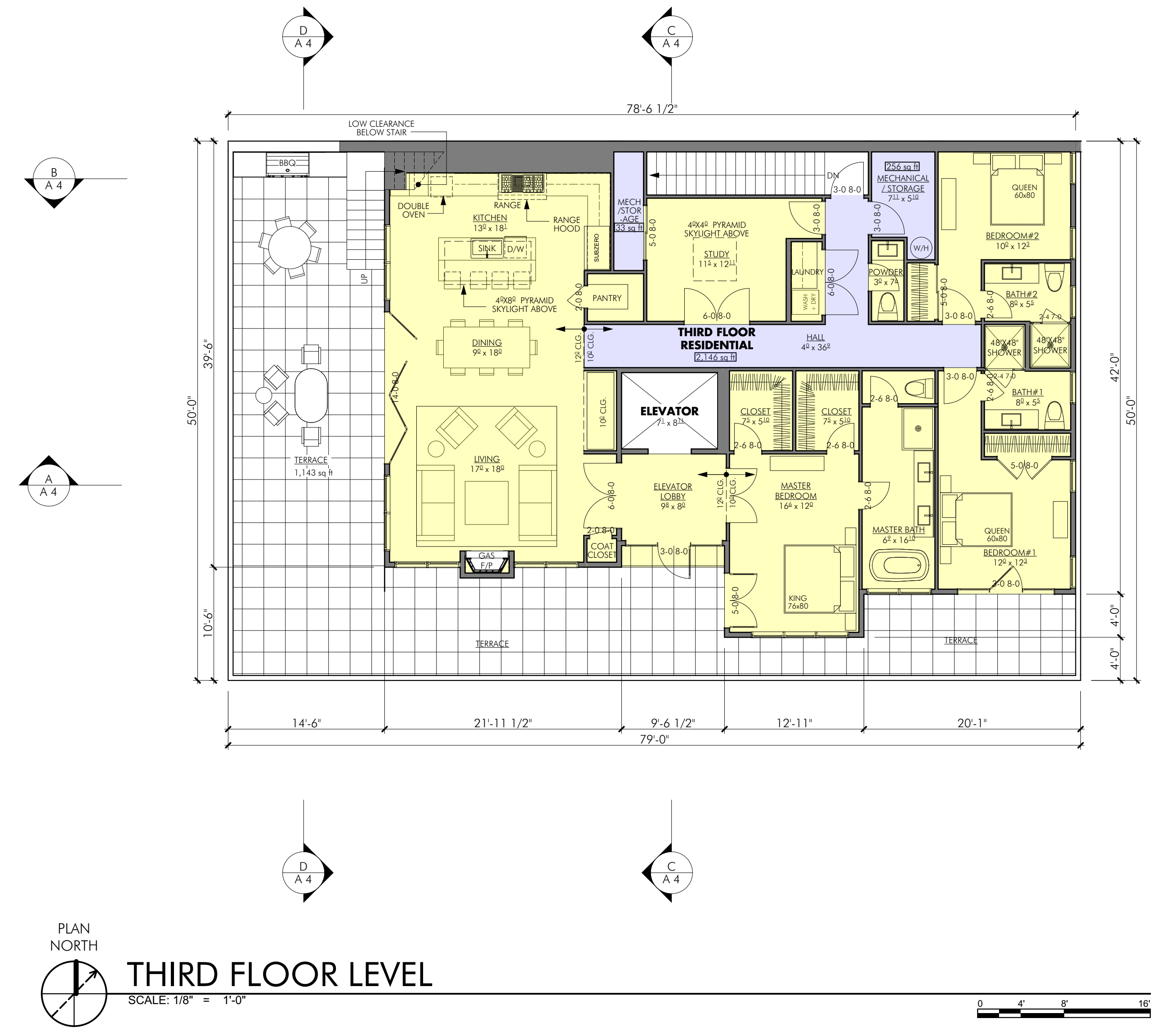
PLAN NORTH
SECOND FLOOR LEVEL
SCALE: 1/8" = 1'-0"



PLAN NORTH
ROOF DECK LEVEL
SCALE: 1/8" = 1'-0"

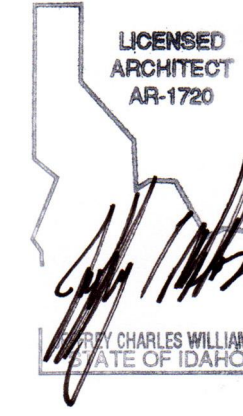


PLAN NORTH
GROUND FLOOR LEVEL
SCALE: 1/8" = 1'-0"



PLAN NORTH
THIRD FLOOR LEVEL
SCALE: 1/8" = 1'-0"

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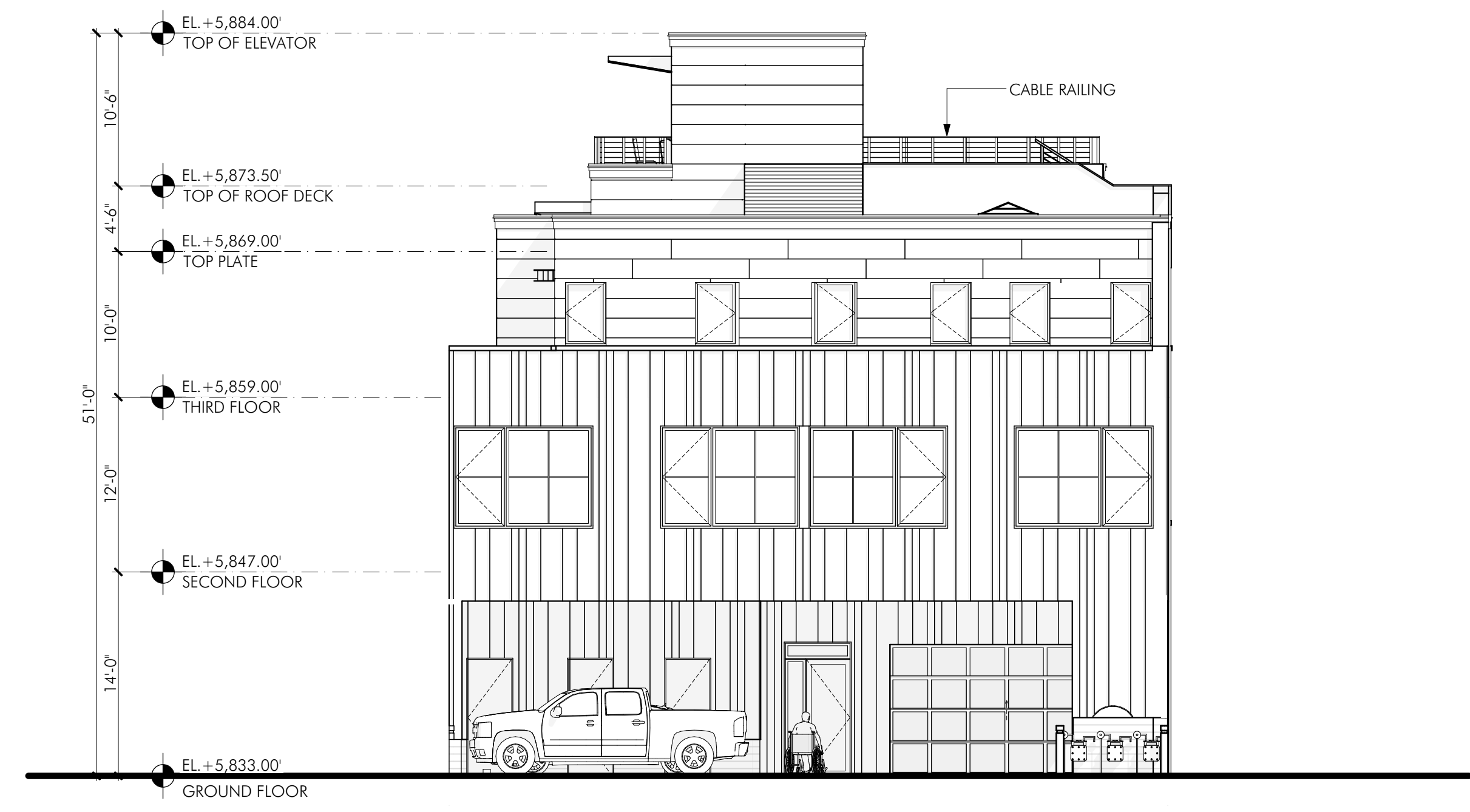
MAL P.O.B. 4373
KETCHUM, IDAHO
83340
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FAX 208.726.0019
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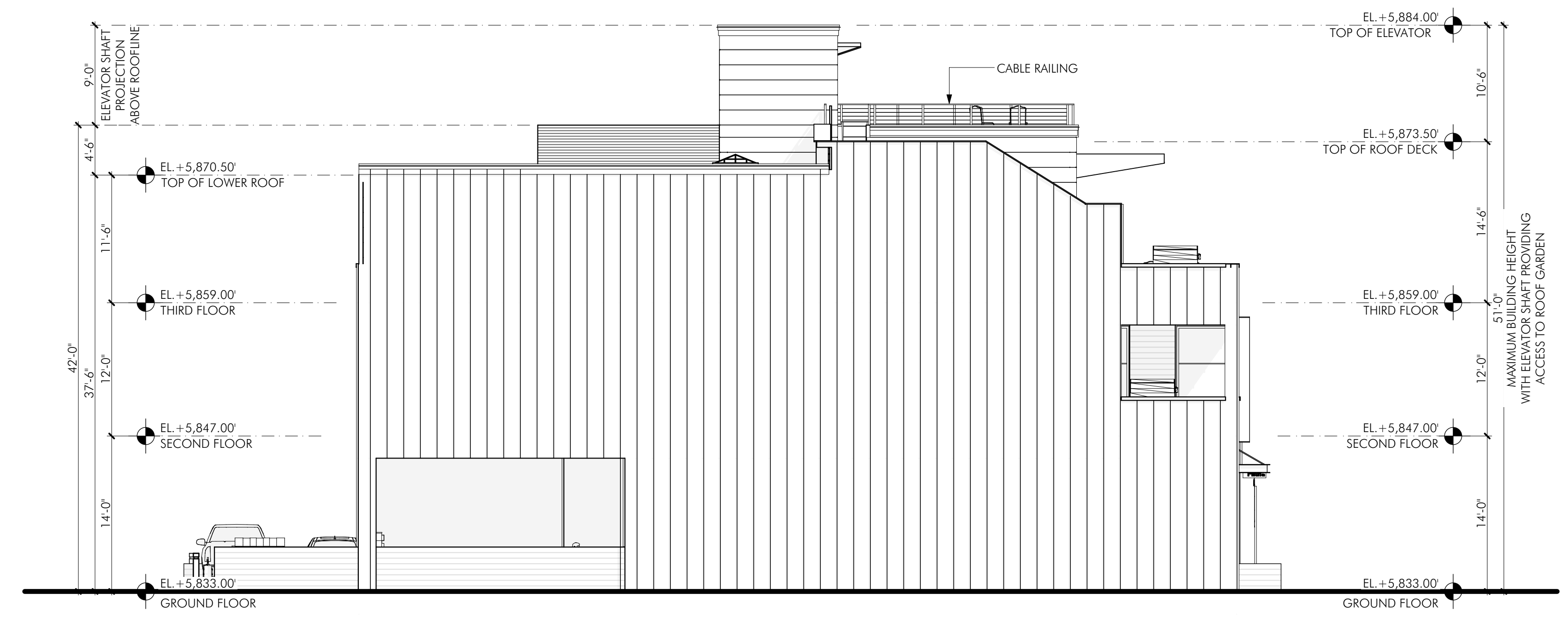
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SHEET 5 OF 8

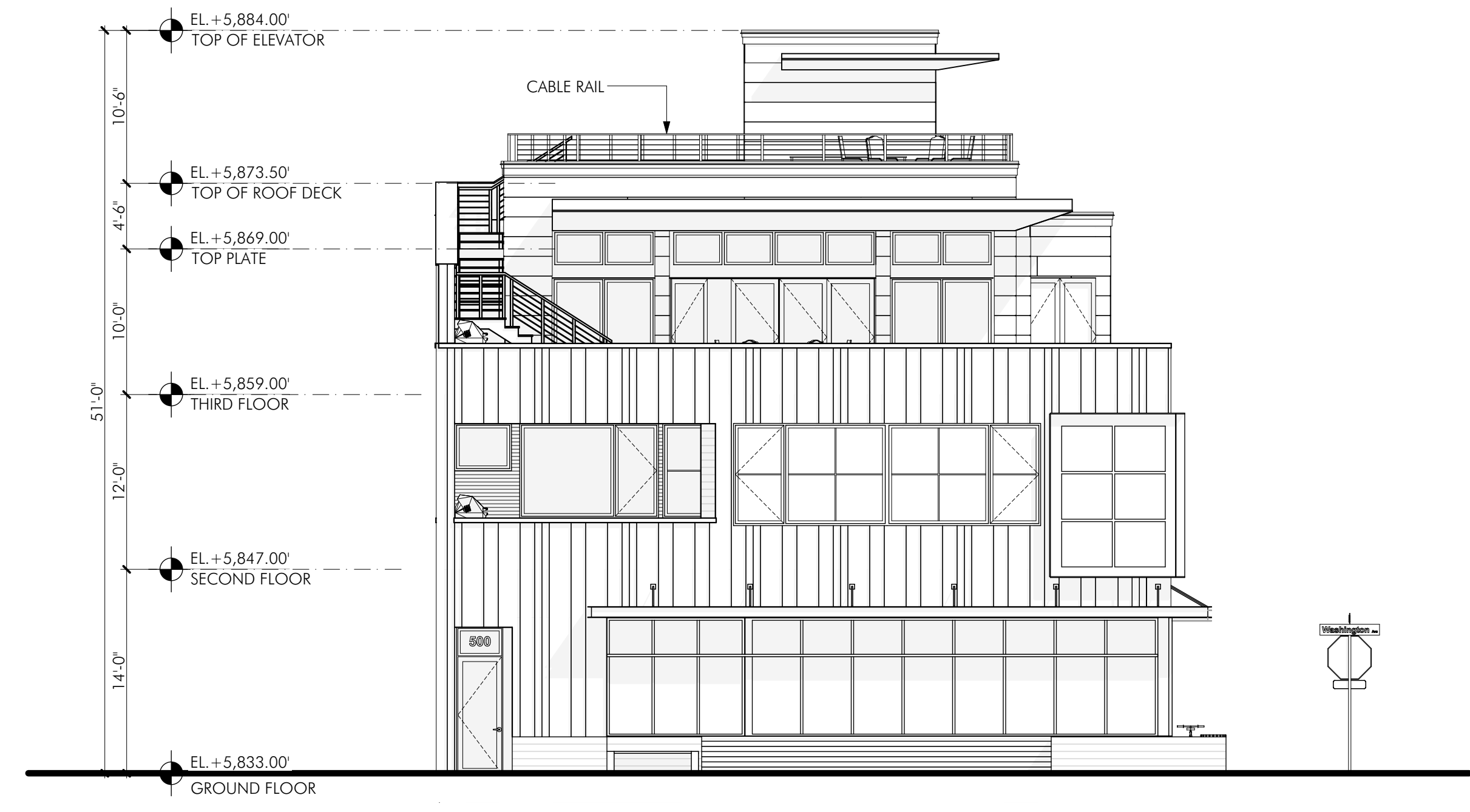
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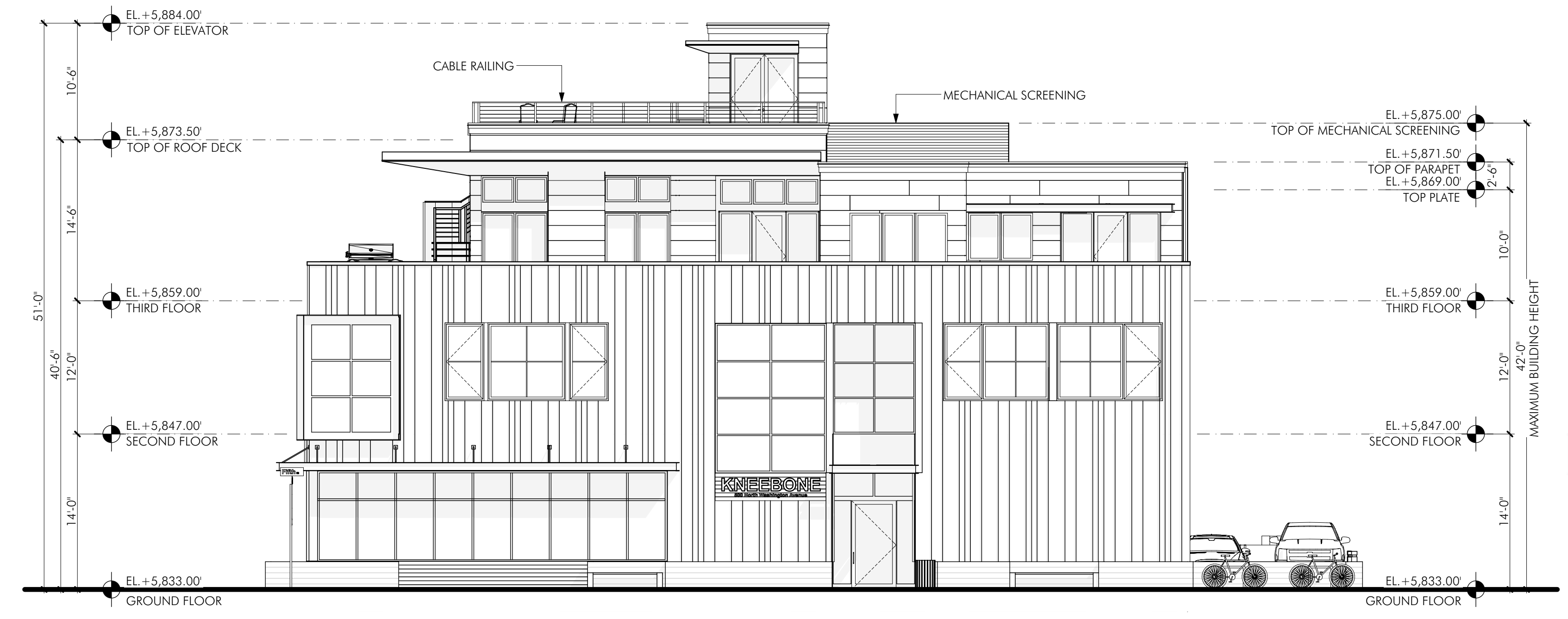
4 EAST ELEVATION
SCALE: 1/8" = 1'-0"



3 NORTH ELEVATION
SCALE: 1/8" = 1'-0"

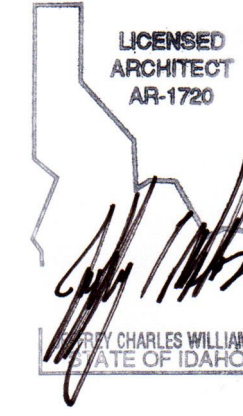


2 WEST ELEVATION
SCALE: 1/8" = 1'-0"



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

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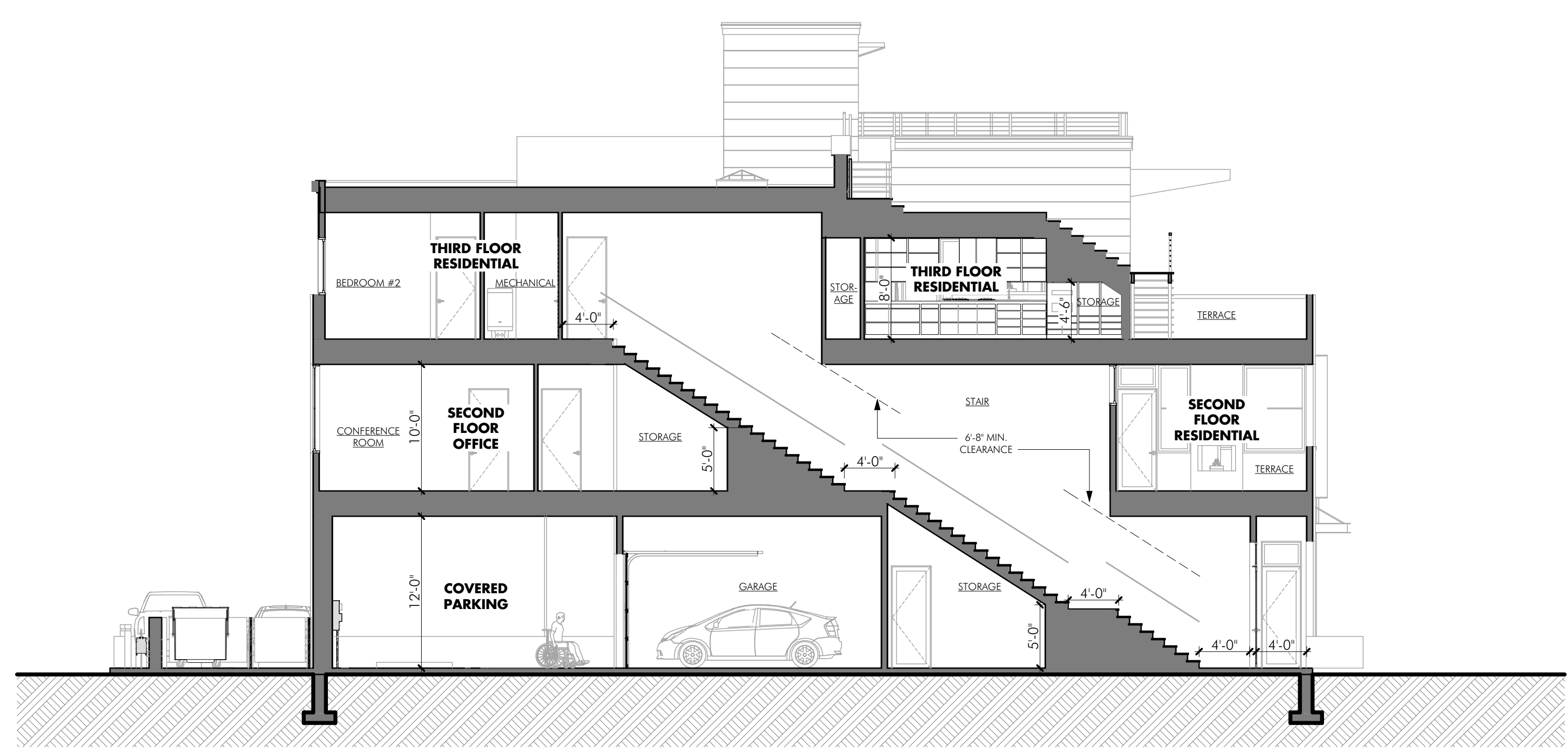
ARCHITECTS

MAIL P.O.B. 4373
KETCHUM, IDAHO
83340
PHONE 208.726.0020
FAX 208.726.0019
WWW.WILLIAMS-PARTNERS.COM

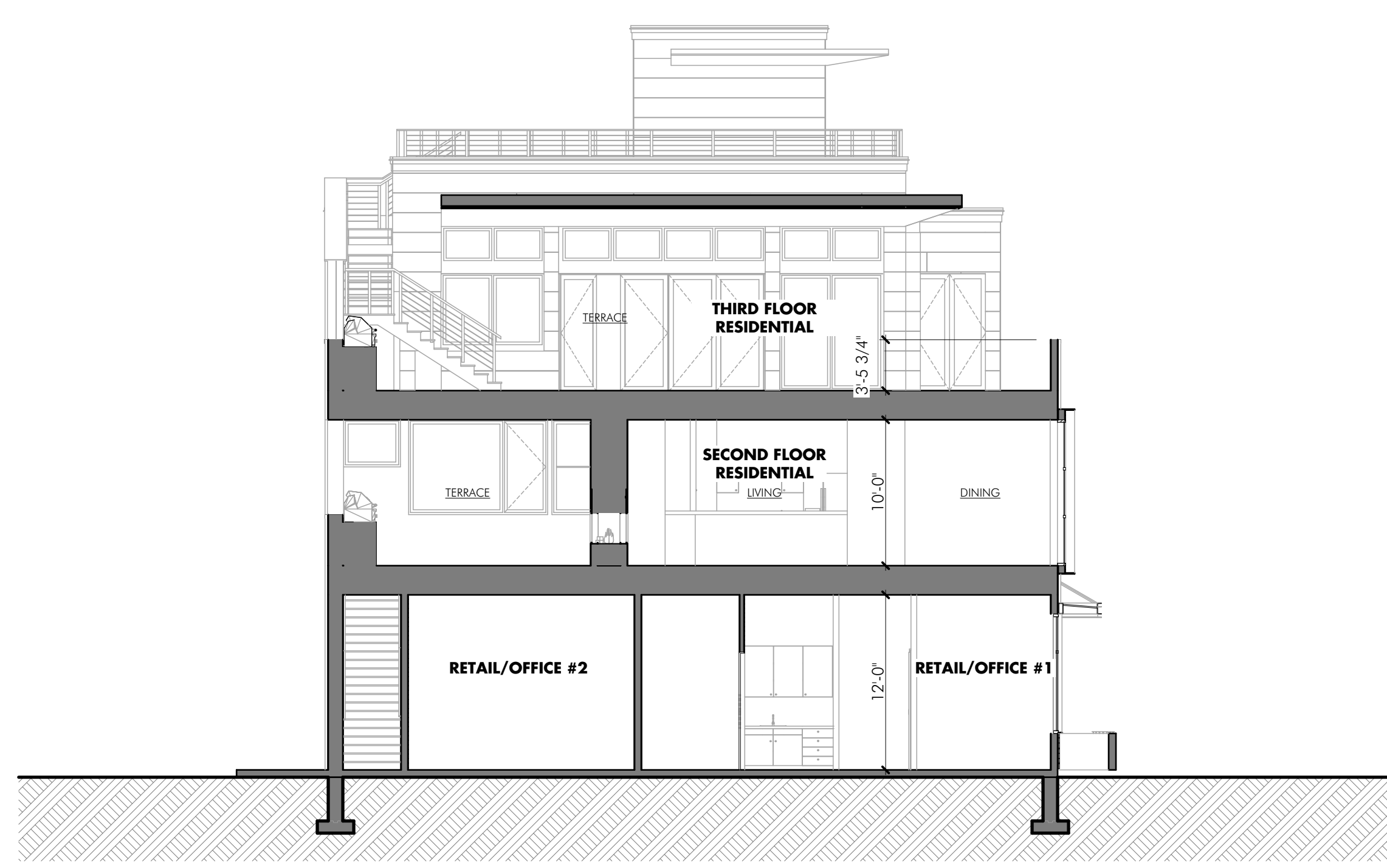
DATE 1/12/2016
REVISIONS

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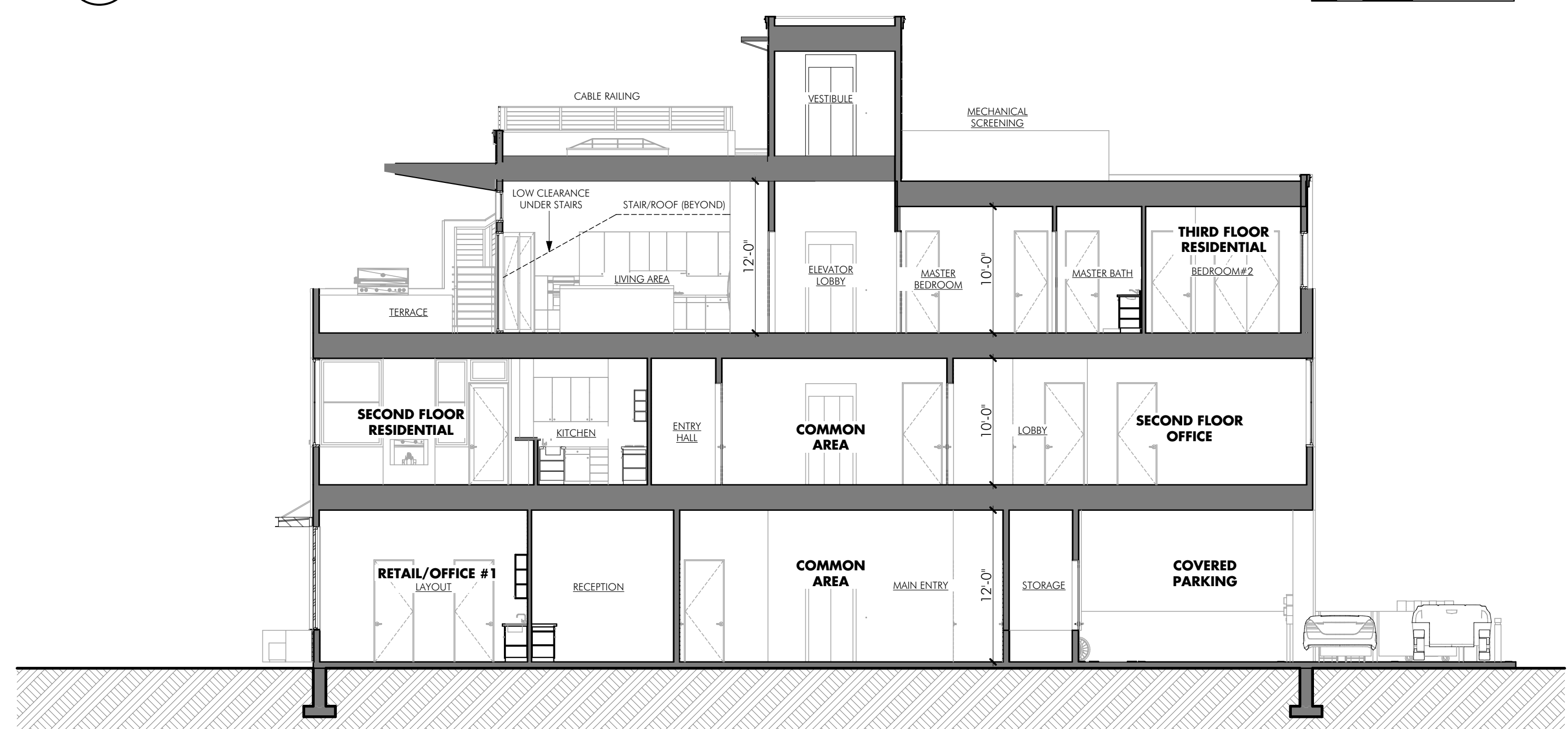
SHEET 6 OF 8



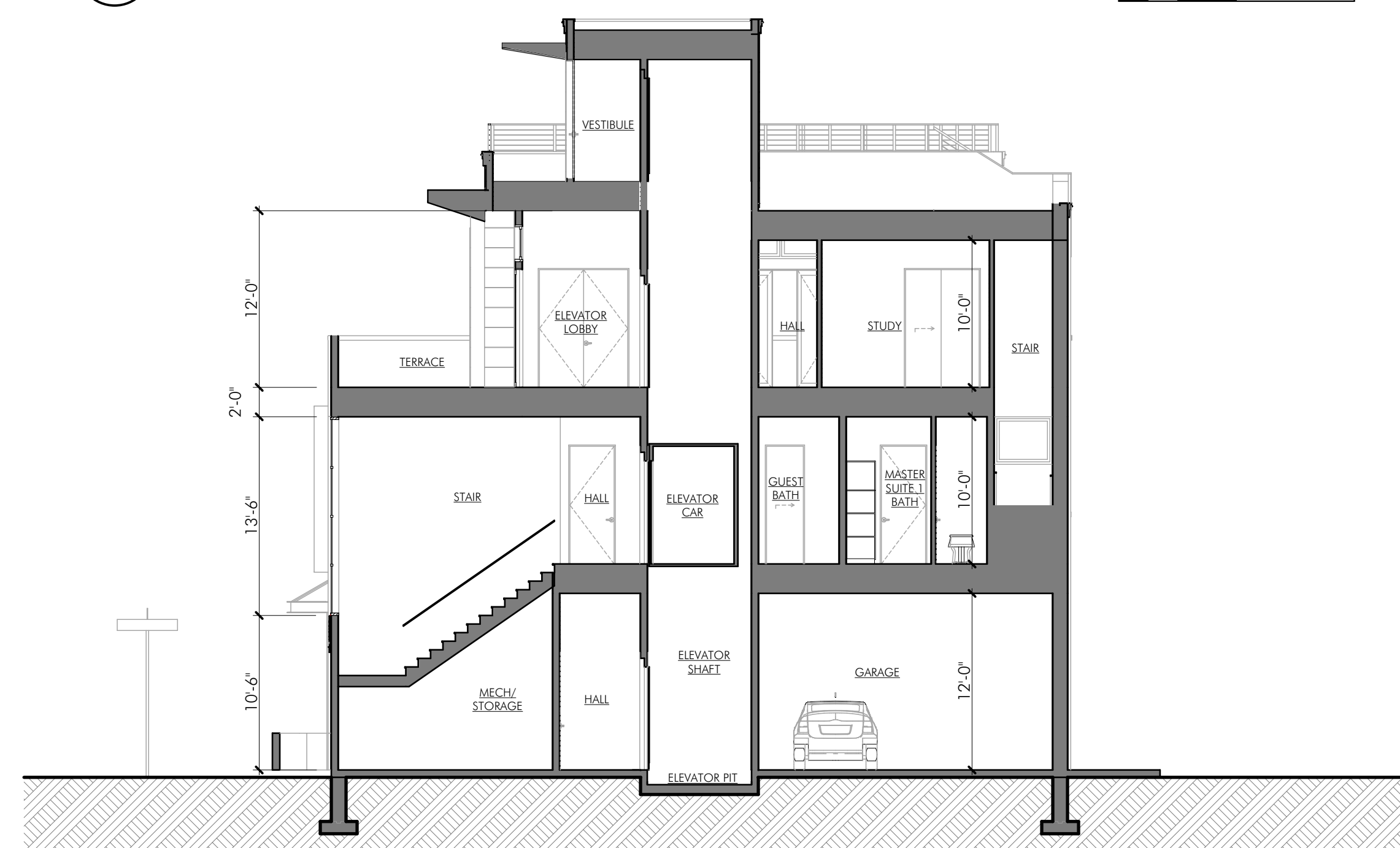
B SECTION
SCALE: 1/8" = 1'-0"



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



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



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

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500 North Washington Avenue, Ketchum, Idaho

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ARCHITECTS

MAIL P.O.B. 4373
KETCHUM, IDAHO
83340
PHONE 208.726.0020
FAX 208.726.0019
WWW.WILLIAMS-PARTNERS.COM

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A 5

SHEET 7 OF 8

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VIEW FROM SOUTHEAST (WASHINGTON AVENUE)



VIEW FROM SOUTHEAST (5th STREET)



VIEW FROM NORTHEAST (5TH STREET)



CONTEXT VIEW FROM NORTHEAST

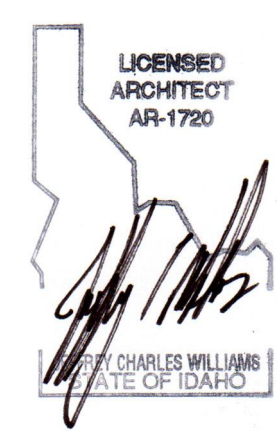


CONTEXT VIEW FROM SOUTHWEST



CONTEXT VIEW FROM SOUTHEAST

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500 North Washington Avenue, Ketchum, Idaho

WILLIAMS PARTNERS ARCHITECTS

MAIL P.O.B. 4373
KETCHUM, IDAHO 83340
PHONE 208.726.0020
FAX 208.726.0019
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VIEW FROM SOUTHEAST (WASHINGTON AVENUE)



VIEW FROM SOUTHEAST (5th STREET)



VIEW FROM NORTHEAST (5TH STREET)



CONTEXT VIEW FROM NORTHEAST



CONTEXT VIEW FROM SOUTHWEST



CONTEXT VIEW FROM SOUTHEAST

IN RE:)
)
 Dartnell Avalanche)
 Deflection Wall) KETCHUM PLANNING AND ZONING COMMISSION
) FINDINGS OF FACT, CONCLUSIONS OF LAW AND
) DECISION
 Conditional)
 Use Permit)
 (CUP))
)

File Number: 15-143

BACKGROUND FACTS

PROJECT: Dartnell Conditional Use Permit

OWNER(S): Ashley Dartnell and Bruce Steinberg

REPRESENTATIVE: Ben Young, Landscape Architect

REQUEST: Conditional Use Permit (CUP) for an avalanche deflection device in the Avalanche Overlay zoning district

LOCATION: Huffman Subdivision, Lot 6A, Block 2 (300 Huffman Drive)

NOTICE: Property owners within 300-foot radius of subject property were mailed notice on December 22, 2015. A public hearing notice was published in the Idaho Mountain Express on December 23, 2015. A public hearing notice was posted on the site on January 4, 2016.

ZONING: Limited Residential (LR) and Avalanche Overlay (A)

PUBLIC NOTICE: The following notice was published in the Idaho Mountain Express on October 21, 2015:

NOTICE IS HEARBY GIVEN that on Monday, January 11, 2015, at 5:15 p.m., the Ketchum Planning and Zoning Commission will conduct a site visit at:

Huffman Subdivision Lot 6A, Block 2 (300 Huffman Drive)

Following the site visit, the Commission will reconvene at 5:30 p.m., at City Hall at 480 East Avenue North, Ketchum, Idaho, to hold a Public Hearing for the application by Bruce Steinberg and Ashley Dartnell, represented by Ben Young

Landscape Architects, for a Conditional Use Permit for an Avalanche Deflection Wall on the subject property.

GENERAL FINDINGS OF FACT

1. Dartnell and Steinberg are requesting a Conditional Use Permit (CUP) to allow construction of an avalanche deflection device on their property.
2. Ketchum Municipal Code (KMC), Section 17.92.010.D.2 requires a CUP prior to construction of avalanche protective, deflective and preventative structures, devices or earthwork. See applicable criteria below.
3. The avalanche deflection device is designed as a V-shaped row of walls, each about twelve (12) feet long, nine (9) feet in height at the tallest section of wall and with an approximately four (4) foot gap between the wall sections. Each wall section, as one moves away from the center, v-shaped section, is two (2) feet lower in height. The deflection device is designed to absorb some of the impacting snow, so that less is deflected to the sides. The device is proposed to be heavily screened by a new aspen grove and with a wire mesh on the street side to support vine growth.
4. The driveway is proposed to change to a loop configuration. As a condition of approval, prior to any construction in the right of way and as part of the building permit submittal for the wall, the applicant shall submit civil engineered drawings to meet the Ketchum Municipal Code and City Right of Way Standards.
5. Attachments to the January 11, 2016 staff report:
 - A. Conditional Use Permit Application Submittal
 - Application form, dated October 12, 2015
 - BYLA response to conditional use permit criteria, dated November 10, 2015
 - Plan set, dated December 31, 2015
 - Engineering study, Xcell Engineering, Inc., dated August 17, 2015
 - Letter, Xcell Engineering, Inc., dated November 4, 2015
 - B. Public Comment – None

City Department Conclusions				
Compliant			Standards and Staff Conclusions	
Yes	No	N/A	City Code	City Standards and <i>Staff Conclusions</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.116.040(A)	Complete Application
				<p>Police Department</p> <ul style="list-style-type: none"> No comment at this time.
				<p>Fire Department</p> <ul style="list-style-type: none"> No issues from KFD. It does not affect emergency access.
				<p>Public Works</p> <p>City Engineer</p> <ul style="list-style-type: none"> No comment. <p>Street</p> <ul style="list-style-type: none"> We will need to see more details for the work being performed in the ROW and for the driveway. Plans will need to be submitted per city code and approved by the city before any work can start.
				<p>Building</p> <ul style="list-style-type: none"> No comment at this time.
				<p>Parks and Recreation</p> <ul style="list-style-type: none"> No comment at this time.
				<p>Planning and Building</p> <ul style="list-style-type: none"> Comments denoted throughout this staff report.

Compliance with Zoning District and Overlay Requirements				
Compliant			Standards and Staff Conclusions	
Yes	No	N/A	Guideline	City Standards and <i>Staff Conclusions</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.12.030	Building Coverage
			<i>Staff Conclusions</i>	<i>No change.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.12.030	Building Height
			<i>Staff Conclusions</i>	<i>No change.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.12.030	Setbacks
			<i>Staff Conclusions</i>	<i>No change. The deflection device is not a building and is, therefore, not subject to yard setback requirements.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.125.030.H	Curb Cut
			<i>Staff Conclusions</i>	<i>Proposed: 22.4% Allowed: 35%</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.12.050	Parking Spaces
			<i>Staff Conclusions</i>	<i>No change.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.92.010.D.1	All utilities installed after the effective date hereof for development of a subdivision

Compliant			Standards and Staff Conclusions	
Yes	No	N/A	Guideline	City Standards and <i>Staff Conclusions</i>
			Use Restrictions	or providing utility services to a building or replacing existing utility services to a building or subdivision shall be installed underground in order to minimize possible avalanche damage to such utilities and injury to persons and property.
			<i>Staff Conclusions</i>	<i>No change to the existing utilities is proposed.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.92.010.D.2 Use Restrictions	Avalanche protective, deflective and preventative structures, devices or earthwork which threaten to deflect avalanches toward property of others or otherwise threaten to increase the danger to persons or property are prohibited. The construction of such structures, devices or earthwork shall be permitted only as a conditional use. Prior to granting of a conditional use permit, the applicant shall submit to the city plans signed by an engineer licensed in the state, certifying that the proposed construction will withstand the avalanche forces set forth in the avalanche studies on file with the city and that the proposed construction will not deflect avalanches toward the property of others. Other information and engineering studies may be requested in consideration of an application for a conditional use permit. As a further condition of any conditional use permit, appropriate landscaping may be required where such structures, devices or earthwork alter the natural slope or beauty of the land. This shall not apply to reforestation. Alteration or removal of any existing natural barriers is prohibited.
			<i>Staff Conclusions</i>	<ul style="list-style-type: none"> • <i>The applicant has applied for a conditional use permit for the proposed avalanche deflection device with an engineering study and plans, dated August 17, 2015, certifying that the "recommendations are based on historical snow depths, the current standard of practice with regard to avalanche prediction and reasonable assumptions regarding conditions at the site."</i> • <i>Another letter and diagram, dated November 4, 2015 certifies that, "the angle of the walls is designed to avoid deflecting snow bank into adjacent properties."</i> • <i>The discontinuous nature of the walls is designed to allow a reduced snow pressure on the Lot 6A side of the mass and thereby avoid pushing snow toward neighboring properties to the west."</i> • <i>The letter also notes that Huffman Drive "will be closed in the event of the design avalanche," due to the necessity of the avalanche crossing the road in order to reach the subject property.</i> • <i>Sheet L4.1, Proposed Front Entry Landscape, shows a proposed aspen grove surrounding and screening the avalanche deflection walls, and sheet L5.1 depicts a wire mesh on the street side of the wall to support vine growth.</i> • <i>This standard may be met with the condition that, "the vegetative screening of the wall shall be maintained in perpetuity."</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.92.010.D.3 Use Restrictions	Prior to issuance of a building permit for any structure within the avalanche zone, the applicant shall submit to the Ketchum building inspector plans, signed by an engineer licensed in the state of Idaho, certifying that the proposed construction as designed will withstand the avalanche forces as set forth in the avalanche studies on file with the city, or the avalanche forces set forth in a study of the property in question prepared at the owner's expense and submitted to the city by a recognized expert in

Compliant			Standards and Staff Conclusions	
Yes	No	N/A	Guideline	City Standards and <i>Staff Conclusions</i>
				<p>the field of avalanche occurrence, force and behavior. Warning: The avalanche forces set forth in such studies are to be considered minimum standards only, and the city does not represent, guarantee or warrant the ultimate safety of any construction, use or occupancy of structures constructed to those standards. Avalanches may occur with forces greater than those set forth in such studies, and areas of the city not designated as avalanche zone may be subject to potential avalanche danger.</p> <p><i>Staff Conclusions</i></p> <ul style="list-style-type: none"> • A building permit shall be required for the proposed avalanche deflection walls up to nine (9) feet in height. • This standard may be met with the condition that, “prior to issuance of a building permit for any structure within the avalanche zone, the applicant shall submit to the Ketchum building inspector plans, signed by an engineer licensed in the state of Idaho, certifying that the proposed construction as designed will withstand the avalanche forces as set forth in the avalanche studies on file with the city, or the avalanche forces set forth in a study of the property in question prepared at the owner's expense and submitted to the city by a recognized expert in the field of avalanche occurrence, force and behavior.”
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.92.010.D.4 Use Restrictions	<p>Any structure which has been constructed within the avalanche zone and without engineering study shall not be leased, rented or sublet from November 15 through April 15 of each year. Any residence being leased or rented on the effective date hereof shall be deemed a zoning violation and shall be governed by chapter 17.156 of this title.</p> <p><i>Staff Conclusions</i></p> <p>The existing home was not constructed with an avalanche engineering study. The proposed engineered avalanche deflection device will serve as engineering study to allow the home to be rented during the winter months.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.92.010.D.5 Use Restrictions	<p>There shall be no further subdivision of any real property, including lot splits, which would result in the creation of a lot or building site, in whole or part, within the avalanche zone. A variance to this provision may be granted if a lot can be created in which the building site conforms to all other provisions of this title and is located entirely outside of the avalanche zone.</p> <p><i>Staff Conclusions</i></p> <p>No further subdivision of the subject lot is proposed.</p>

Conditional Use Requirements				
EVALUATION STANDARDS: 17.116.030				
A conditional use permit shall be granted by the commission only if the applicant demonstrates that:				
Compliant			Standards and Staff Conclusions	
Yes	No	N/A	Guideline	City Standards and <i>Staff Conclusions</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.116.030(A) CONDITIONAL USE	<p>The characteristics of the conditional use will not be unreasonably incompatible with the types of uses permitted in the applicable zoning district.</p> <p><i>Staff Conclusions</i></p> <p>The property is located in the Avalanche Overlay zoning district where avalanche deflection devices are allowed if they meet the criteria of KMC, Section 17.92.010.2 above. The deflection device does not direct the avalanche debris onto neighboring properties and is appropriately</p>

Compliant			Standards and Staff Conclusions	
Yes	No	N/A	Guideline	City Standards and <i>Staff Conclusions</i>
				<i>screened.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.116.030(B)	The conditional use will not materially endanger the health, safety and welfare of the community.
			<i>Staff Conclusions</i>	<i>The proposed avalanche deflection device will serve to help protect the subject property and has been designed to meet the criteria of KMC, Section 17.92.010.2 above. The deflection device does not direct the avalanche debris onto neighboring properties.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.116.030(C)	The conditional use is such that pedestrian and vehicular traffic associated with the use will not be hazardous or conflict with existing and anticipated traffic in the neighborhood.
			<i>Staff Conclusions</i>	<i>The proposed avalanche deflection device does not create additional pedestrian or vehicular traffic. If the design avalanche reaches the device, Huffman Drive will already be buried in avalanche debris.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.116.030(D)	The conditional use will be supported by adequate public facilities or services and will not adversely affect public services to the surrounding area or conditions can be established to mitigate adverse impacts.
			<i>Staff Conclusions</i>	<i>The proposed avalanche deflection device does not affect the City's ability to provide public facilities or services. If the design avalanche reaches the device, Huffman Drive will already be buried in avalanche debris.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.116.030(E)	The conditional use is not in conflict with the policies of the Comprehensive Plan or the basic purposes of this Section.
			<i>Staff Conclusions</i>	<p><i>The proposed conditional use is supported by the following goals and policies of the 2014 Comprehensive Plan:</i></p> <ul style="list-style-type: none"> • <i>Goal CD-1: Our community will preserve its small-town character and the distinct image of neighborhoods and districts.</i> <ul style="list-style-type: none"> ○ <i>Policy CD-1.2: Preservation of Historic Buildings and Sites. (The existing home was built in 1963, and, at over fifty (50) years old, it qualifies as an historic structure. In addition, at about 2,700 square feet, is relatively modest in size compared to many of its newer neighbors.)</i> ○ <i>Policy CD-1.4: High Quality Site Planning and Building and Landscape Design. (The proposed landscape design is substantial and will effectively screen the proposed deflection device.)</i> • <i>Goal PSU-1: Increase community safety and code enforcement.</i> <ul style="list-style-type: none"> ○ <i>Policy PSU-1.1: Community Safety and Maintenance. (The proposed avalanche device is designed to protect an existing home by deflecting and absorbing the design avalanche without deflecting debris onto the property of others.)</i> <p><i>The proposed conditional does not appear to conflict with the policies of the Comprehensive Plan or the basic purposes of Chapter 17.116 Conditional Uses.</i></p>

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 ordinance, Title 17.
3. The City Council has authority to hear the applicant's Conditional Use Permit application pursuant to Idaho Code Section 67-6512 of the Local Land Use Planning Act and Chapters 17.92 and 17.17.116 of Ketchum Zoning Code Title 17.
4. The Planning and Zoning Commission's January 11, 2016 public hearing and consideration of the applicant's Conditional Use Permit application was properly noticed pursuant to the Local Land Use Planning Act, Idaho Code Section 67-6512.
5. The application **does** meet the standards of approval under Chapters 17.92 and 17.116 of Ketchum Zoning Code Title 17 and the Ketchum Comprehensive Plan.

DECISION

THEREFORE, The Ketchum Planning and Zoning Commission **approves** this Conditional Use Permit (CUP) this 11th day of January, 2016, provided the following conditions are met:

1. Activities permitted by the granting of a conditional use permit (CUP) shall commence within twelve (12) months from the signature of the approved findings of fact for such conditional use permit, unless extended per the terms of KMC, Section 17.116.090, EXTENSIONS;
2. This Conditional Use Permit approval is based on the engineering study from XCELL ENGINEERING, LLC, dated August 17, 2015, the letter from XCELL ENGINEERING, LLC, dated November 4, 2015, and the revised landscape plans from Ben Young Landscape Architect, per condition 6 below, and information presented and approved at the meeting on the date noted herein. Any building or site discrepancies which do not conform to the approved plans will be subject to removal;
3. Prior to issuance of a building permit for any structure within the avalanche zone, the applicant shall submit to the Ketchum building inspector plans, signed by an engineer licensed in the state of Idaho, certifying that the proposed construction as designed will withstand the avalanche forces as set forth in the avalanche studies on file with the city, or the avalanche forces set forth in a study of the property in question prepared at the owner's expense and submitted to the city by a recognized expert in the field of avalanche occurrence, force and behavior;
4. Prior to any construction in the right of way and as part of the building permit submittal for the wall, the applicant shall submit civil engineered drawings to meet the Ketchum Municipal Code and City Right of Way Standards; and

5. The vegetative screening of the wall shall be maintained in perpetuity.
6. Prior to issuance of a building permit for the proposed avalanche deflection wall, the applicant shall submit revised plans showing the height of the walls at nine (9) feet for the center, v-shaped wall section and progressively two (2) feet lower for each wall section moving away from the center section.

Findings of Fact **adopted** this 8th day of February, 2016.

Steve Cook, Chair
Planning and Zoning Commission



City of Ketchum
Planning & Building

IN RE:)	
)	
Heidelberg Hill Residences	)	KETCHUM PLANNING AND ZONING COMMISSION
Design Review	)	FINDINGS OF FACT, CONCLUSIONS OF LAW AND
	)	DECISION
File Number: #15-154)	
)	

BACKGROUND FACTS

PROJECT: Heidelberg Hill Residences

OWNER(S): 5050 Ventures LLC

REPRESENTATIVE: Troy Quesnel, Sawtooth Development Group & Chad Blincoe, Blincoe Architecture

REQUEST: Design Review approval for two townhome residences.

LOCATION: 255 Hillside Drive (Lot 33, Block 2, Warm Springs Subdivision #5)

NOTICE: Property owners within a 300-foot radius of subject property were mailed notice on December 22, 2015. A notice was posted in three (3) locations in the City on December 22, 2015.

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

Overlay: Mountain Overlay

REVIEWER: Morgan Brim, Senior Planner & Current and Long-range Planning Manager

GENERAL FINDINGS OF FACT

The applicant is proposing to construct two detached townhomes with attached two car garages. The table below provides a breakdown of each unit's floor in square feet.

	Unit One	Unit Two
2nd Floor	1,046	1,046
1st Floor	1,166	1,166
Lower	317	317
Garage	547	547
Total	3,076	3,076

Grand Total = 6,152

City Department Conclusions				
Compliant			Standards and Staff Conclusions	
Yes	No	N/A	City Code	City Standards and <i>Staff Conclusions</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 Conclusions	Police Department: <ul style="list-style-type: none"> Police Department indicated that they have no Conclusions.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Fire Department: <ul style="list-style-type: none"> Fire Department indicated that they have no Conclusions.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		City Engineer: <ul style="list-style-type: none"> The City Engineer indicated that she does not have any comments regarding this application.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Streets: <ul style="list-style-type: none"> The Geotechnical report will need to be finalized and approved at the time of building permit. All roof drains need to be piped into drywells. Driveway run off needs to be managed into a drywell. Drywells will need to be moved closer to the street. A finalized drainage plan must be approved before issuance of a building permit.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Utilities:

					<ul style="list-style-type: none"> Utilities indicated that they have no comments.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			Building: <ul style="list-style-type: none"> The Building Official has indicated that he has no 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 Conclusions		
Yes	No	N/A	Regulation	City Standards and Staff Conclusions	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.12.030	Building Lot Coverage:	
			Staff Conclusions	<u>Maximum Allowed Building Lot Coverage:</u> 35% <u>Proposed Building Lot Coverage:</u> 28.9%	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.12.030	Building Height & Setbacks	
			Staff Conclusions	<u>Maximum Allowed Building Height:</u> 35 feet <u>Minimum Allowed Building Setbacks:</u> Front: 20 feet Side: One (1) foot for every three (3') feet in building height. Rear: One (1) foot for every three (3') in building height. However, if a lot adjoins a more restrictive zoning district, the setbacks of the more restriction district applies. The subject property abuts an LR district on the rear property line which results in a greater rear setback of 20'. <u>Proposed Building Height (Both Unit 1 & 2):</u> 35 feet <u>Proposed Building Setbacks - Unit 1 (West):</u> Front: 42 feet Rear: 20 feet East Side: 13 feet <u>Proposed Building Setbacks - Unit 2 (East):</u> Front: 40 feet Rear: 22 feet West Side: 13 feet	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.124.060.M	Curb Cut	
			Staff Conclusions	<u>Maximum curb cut allowed:</u> 35% of the total street frontage may be devoted to curb cuts. <u>Proposed:</u>	

				The applicant is proposing two (2) 15-foot-wide driveways, which translates to 33% of the street frontage.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.124.060.A(1)	Parking Spaces
			Staff Conclusions	<p><u>Required:</u> 1-1/2 spaces for every one-family dwelling or duplex unit. A total of three parking spaces is required.</p> <p><u>Proposed:</u> The applicant is proposed four (4) parking spaces for each unit. Each unit contains a two car garage and two parking spaces located within the driveway.</p>
Design Review Requirements				
EVALUATION STANDARDS: 17.96.090(B)				
Yes	No	N/A	Standard	Staff Conclusions
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(1) SITE DESIGN	The site's significant natural features such as hillsides, mature trees and landscaping shall be preserved. Cuts and fills shall be minimized and shall be concealed with landscaping, revegetation and/or natural stone material.
			Staff Conclusions	The grade and slope of the site is preserved. Landscaping is utilized throughout the site and terraces appropriately along the hillside. The building has been reversed stacked from the basement side and does not extend throughout the entire site.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(2)a COMPATIBILITY	The structure shall be compatible with the townscape and surrounding neighborhoods with respect to height, bulk, setbacks and relationship to the street.
			Staff Conclusions	The architecture across the street is complimentary in design and utilizes modern architecture. The street contains three story buildings with similar heights as proposed in this project.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(2)b	The project's materials, colors and signing shall be compatible with the townscape, surrounding neighborhoods and adjoining structures.
			Staff Conclusions	<p>The applicant calls out the following exterior materials in the proposed renderings:</p> <ul style="list-style-type: none"> • Stucco • Barn wood siding (horizontal slats) • Concrete veneer • Metal fascia • Timber beam • Steel railing • Steel columns <p>This neighborhood has an eclectic mix of residential architecture which employs a varied mix of architectural features and materials similar to those being proposed in this application. The townhomes across the street to the south feature stucco and wood material. The two townhomes located to west of the subject site employ wood elements and contain a similar height as the proposed project.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(2)c	Consideration shall be given to significant view corridors from surrounding properties.

			<i>Staff Conclusions</i>	<i>There are no significant view corridors identified.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.090(B)(2)d	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 Conclusions</i>	<i>The lot contains no significant landmarks.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(3)a ARCHITECTURAL QUALITY	Consideration shall be given to natural light reaching public streets, sidewalks and open spaces.
			<i>Staff Conclusions</i>	<i>No issues have been identified in this regard. The proposed buildings are setback over 40 feet from the front property line allowing adequate light to reach the public right-of-way.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(3)b	The building character shall be clearly defined by use of sloped roofs, parapets, cornices or other architectural features.
			<i>Staff Conclusions</i>	<i>The north and south ends of the roof slope downward gradually towards the middle of the roofline. The buildings are clearly defined between each floor area. As mentioned above, the applicant is proposing a mix of materials to distinguish between individual design elements.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(3)c	There shall be continuity of materials, colors and signing within the project.
			<i>Staff Conclusions</i>	<i>The project has been designed appropriately on all sides. A variety of material elements has been established throughout the exterior.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(3)d	There shall be continuity among accessory structures, fences, walls and landscape features within the project.
			<i>Staff Conclusions</i>	<i>No accessory structure or fences are proposed with this design review application.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(3)e	Building walls which are exposed to the street shall be in scale with the pedestrian.
			<i>Staff Conclusions</i>	<i>The two residences are proposed with deep front setbacks and do not appear to overwhelm the street or public way. The proposed grade of the site closely matches the existing grade. Landscaping retaining is accomplished through low rock walls and a terraced steps between and to the side of the two buildings.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(3)f	Building walls shall provide undulation/relief thus reducing the appearance of bulk and flatness.
			<i>Staff Conclusions</i>	<i>The proposed walls vary in depth and detail. Exterior decks and columns located on the front and rear elevations help break up the exterior wall face.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(3)g	Exterior lighting shall not have an adverse impact upon other properties and/or public streets.
			<i>Staff Conclusions</i>	<i>The plans indicate that lighting will be installed adjacent to all exterior doors. The applicant has indicated that they will comply with the City's dark sky ordinance.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(3)h	Garbage storage areas and satellite receivers shall be screened from public view.
			<i>Staff Conclusions</i>	<i>Trash areas will be located in the garage. The applicant has been made aware of the requirement that satellite receivers shall not be visible from public view.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(3)i	Utility, power and communication lines within the development site are concealed from public view where feasible.

			<i>Staff Conclusions</i>	<i>Utility lines shall be located underground.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(3)j	Door swings shall not obstruct or conflict with pedestrian traffic.
			<i>Staff Conclusions</i>	<i>No conflicts have been identified.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(3)k	Building design should include weather protection which prevents water to drip or snow to slide on areas where pedestrians gather and circulate or to adjacent properties.
			<i>Staff Conclusions</i>	<i>Gutters and down spouts will be utilized throughout the building. Snow clips are shown in the roof plan.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(3)l	Exterior siding materials shall be of natural wood or masonry origin or similar quality. Metal siding is discouraged in all zoning districts.
			<i>Staff Conclusions</i>	<i>A barn wood style vertical slat siding is proposed on the exterior. No metal siding is proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.090(B)(4)a CIRCULATION DESIGN	Pedestrian, equestrian and bicycle access which is adequate to satisfy demands relative to development size shall be provided. These accesses shall be located to connect with existing and anticipated easements and pathways.
			<i>Staff Conclusions</i>	<i>Not applicable. There are no sidewalks located on Hillside Drive. The existing plat does not show any access easements across this property.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.090(B)(4)b	The building(s) is primarily accessed from the public sidewalk for the majority of the individual uses proposed. It is the intent to promote exterior circulation with numerous connections to the public sidewalk and exposure to the street. This includes utilizing arcades, courtyards and through block connections. (Commercial buildings only)
			<i>Staff Conclusions</i>	<i>Not applicable. This application is not for a commercial project.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.090(B)(4)c	The required five foot (5') street side setback is primarily used as an extension and part of the public sidewalk in areas with high pedestrian volume (setback as per zoning). This setback is encouraged to be covered by awnings, arcades or other canopies for weather protection and may extend out over the public sidewalk (CC zone only);
			<i>Staff Conclusions</i>	<i>Not applicable. This project is not located in the CC district.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(4)d	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 Conclusions</i>	<i>The proposed residential units are accessed via driveways connecting to Hillside Drive. The applicant is proposing a vehicle turn around area to accommodate safe exiting of the site.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(4)e	Parking areas have functional aisle dimensions, backup space and turning radius.
			<i>Staff Conclusions</i>	<i>The proposed parking spaces located in the garage and driveway meet the required dimensional requirements for parking spaces.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(4)f	Location of parking areas is designed for minimum adverse impact upon living areas within the proposed development and minimizes adverse impact upon adjacent properties with regard to noise, lights and visual impact.
			<i>Staff Conclusions</i>	<i>Parking spaces are located adjacent to the front of the buildings which encourages vehicle headlights to orient inward towards the site and not toward neighboring properties.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(4)g	Curb cuts are located away from major intersections and off high volume roadways where possible.
			<i>Staff Conclusions</i>	<i>There are no major intersections near the subject property.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(4)h	Adequate unobstructed access for emergency vehicles, snow plows, garbage trucks and similar service vehicles to all necessary locations within the proposed project is provided.

			<i>Staff Conclusions</i>	<i>The fire department has reviewed the proposed plans and commented that they have no concerns regarding emergency access to the property.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(4)i	The project is designed so as to provide adequate snow storage areas or removal for snow cleared from the parking areas and roadways within the project. (50 percent)
			<i>Staff Conclusions</i>	<i>A total of 1560 square feet is denoted on the site plan for snow storage.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(5)a LANDSCAPE QUALITY	Substantial landscaping is to be provided, which is in scale with the development and which provides relief from and screening of hard surfaces. Total building surface area and street frontage will be considered when determining whether substantial landscape is being provided. (Landscaping shall be defined as trees, shrubs, planters, hanging plants, ground cover and other living vegetation).
			<i>Staff Conclusions</i>	<i>Substantial landscaping is proposed throughout the site. The applicant is proposing a mix of Colorado Spruce trees, Quaking Aspen trees, various shrubs and ground cover. Lawn mix accounts for 500 square feet of the site. 3,000 square feet of natural grasses are proposed.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(5)b	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 compliment the neighborhood and townscape. Consideration should be given to the use of native, drought-resistant plant materials.
			<i>Staff Conclusions</i>	<i>The applicant can provide further details to the Commission regarding this requirement.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(5)c	The preservation of existing significant trees, shrubs and important landscape features (mapped in accordance with Site Design, Paragraph 1) shall be encouraged.
			<i>Staff Conclusions</i>	<i>No significant trees or vegetation are located onsite.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(5)d	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 Conclusions</i>	<i>The applicant is proposing a variety of landscaping within both side yards between the adjacent properties.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(6) ENERGY DESIGN	Consideration shall be given to proper solar orientation within the project. Recognition shall be given to the solar benefits of adjoining properties. (A sun chart as a means of understanding the solar possibilities and limitations shall be encouraged)
			<i>Staff Conclusions</i>	<i>The proposed buildings are oriented towards the south and contain large fenestration areas to maximize natural light.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.090(B)(7) PUBLIC AMENITIES	Pedestrian amenities are encouraged for all projects and shall be required for commercial uses. Amenities may include, but are not limited to benches and other seating, kiosks, telephone booths, bus shelters, trash receptacles, restrooms, fountains, art, etc. The use of "Ketchum Streetscape Standards" shall be encouraged.
			<i>Staff Conclusions</i>	<i>Not applicable. This is not a commercial project.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(8) GREEN BUILDING	Consideration shall be given to green building features within the project. Recognition shall be given to projects that achieve the United States Green Building Council's LEED Certification or earn the Environmental Protection Agency's Energy Star Label. Projects are encouraged to consider energy

				conservation, indoor air quality, water use, location, waste reduction, recycling, and use of sustainable construction materials.
			<i>Staff Conclusions</i>	<i>The applicant is aware of the Green Building code and has indicated that they will comply with these requirements.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.090(B)(9)a Master Signage Plans Design Guidelines	Exposed support structures for signs, including, but not limited to, posts, poles and sign sides or edges, must be faced or covered with wood, stone or metal which is corrosion resistant, painted or anodized, or such other material as may be approved by the city as a reasonable, natural textured substitute.
			<i>Staff Conclusions</i>	<i>Not applicable. No signage requests have been submitted with this application.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.090(B)(9)b	All freestanding signs shall have landscaping around the base of the support structure in order to provide a transition from the ground to the sign.
			<i>Staff Conclusions</i>	<i>Not applicable. No signage requests have been submitted with this application.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.090(B)(9)c	All materials should prevent reflective glare.
			<i>Staff Conclusions</i>	<i>Not applicable. No signage requests have been submitted with this application.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.090(B)(9)d	Simple and easy to read typefaces should be used on signs. Hard to read and overly intricate typefaces should be avoided.
			<i>Staff Conclusions</i>	<i>Not applicable. No signage requests have been submitted with this application.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.090(B)(9)e	Signs that have symbols, characters, or graphics are encouraged. The symbol, character, or graphic should relate to the products sold in the business or to the name of the business.
			<i>Staff Conclusions</i>	<i>Not applicable. No signage requests have been submitted with this application.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.090(B)(9)f	Signs that show depth and cast shadows are encouraged. Depth and shadows can be created by mounting individually cut letters and symbols on the sign base or carving letters and symbols into the base of the sign.
			<i>Staff Conclusions</i>	<i>Not applicable. No signage requests have been submitted with this application.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.090(B)(9)g	Projecting signs are preferred over portable or sandwich board signs. Projecting signs generally are more effective for increasing visibility to both pedestrians and motorists.
			<i>Staff Conclusions</i>	<i>Not applicable. No signage requests have been submitted with this application.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.090(B)(9)h	Sign materials and colors should complement the building facade. Basic and simple color applications are encouraged and vibrant colors should be avoided.
			<i>Staff Conclusions</i>	<i>Not applicable. No signage requests have been submitted with this application.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.090(B)(9)i	The color of letters and symbols should contrast the base or background color of the sign to maximize readability.
			<i>Staff Conclusions</i>	<i>Not applicable. No signage requests have been submitted with this application.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.090(B)(9)j	Signs shall not cover or obscure windows, doors, storefronts, building entrances, eaves, cornices, columns, horizontal expression lines, or other architectural elements or details.
			<i>Staff Conclusions</i>	<i>Not applicable. No signage requests have been submitted with this application.</i>

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.090(B)(9)k	Signage on buildings with multiple tenants shall be limited to prevent sign clutter. Individual signs for tenants with ground floor storefront entrances are permitted. A directory sign with the names and suite numbers of all tenants without a ground floor storefront entrance may be provided at the lobby entrance for those tenants.
			<i>Staff Conclusions</i>	<i>Not applicable. No signage requests have been submitted with this application.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(9)l	An address marker shall be provided at the main entrance to all buildings.
			<i>Staff Conclusions</i>	<i>This standard will be verified prior to issuance of a certificate of occupancy.</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 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 City of Ketchum Planning Department provided adequate notice for the review of this application.
5. The project **does** meet the standards of approval under Chapter 17.96 of Zoning Code Title 17.

DECISION

THEREFORE, the Ketchum Planning and Zoning Commission **approves** this design review application this Monday, February 8th, subject to the following conditions:

1. Design Review approval shall expire one (1) year from the date of approval;
2. Design Review elements shall be completed prior to final inspection/occupancy;
3. 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;
4. Approval and recordation of a final plat is required before residential units may be sold;
5. Prior to issuance of a certificate of occupancy all public improvements shall be installed and finalized as approved by the Public Works Department;

6. All site and landscaping areas shall be maintained in conformance with the approved landscaping plan;
7. All snow shall be stored onsite and shall not be placed on neighboring properties or the public right-of-way; and
8. In addition to the requirements set forth in this design review approval, this project shall comply with all applicable local, state and federal laws.

Findings of Fact **adopted** this 8th day of February, 2016.

Steve Cook
Planning and Zoning Commission Chairperson



City of Ketchum
Planning & Building

IN RE:)	
)	
Heidelberg Hill Residences	)	KETCHUM PLANNING AND ZONING COMMISSION FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION
Mountain Overlay Design Review)	
File Number: #15-155)	
)	

BACKGROUND FACTS

PROJECT: Heidelberg Hill Residences

OWNER(S): 5050 Ventures LLC

REPRESENTATIVE: Troy Quesnel, Sawtooth Development Group & Chad Blincoe, Blincoe Architecture

REQUEST: Mountain Overlay Design Review approval for two townhouse residences.

LOCATION: 255 Hillside Drive (Lot 33, Block 2, Warm Springs Subdivision #5)

NOTICE: Property owners within a 300-foot radius of subject property were mailed notice on December 22, 2015. A notice was posted in three (3) locations in the City on December 22, 2015.

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

Overlay: Mountain Overlay

REVIEWER: Morgan Brim, Senior Planner & Current and Long-range Planning Manager

GENERAL FINDINGS OF FACT

The applicant is proposing to construct two detached townhomes with attached two car garages. The table below provides a breakdown of each unit’s floor in square feet.

	Unit One	Unit Two
2nd Floor	1,046	1,046
1st Floor	1,166	1,166
Lower	317	317
Garage	547	547
Total	3,076	3,076

Grand Total = 6,152

City Department Conclusions				
Compliant			Standards and Staff Conclusions	
Yes	No	N/A	City Code	City Standards and Staff Conclusions
<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 Conclusions	Police Department: <ul style="list-style-type: none"> <i>Police Department indicated that they have no comments.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Fire Department: <ul style="list-style-type: none"> <i>Fire Department indicated that they have no comments.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		City Engineer: <ul style="list-style-type: none"> <i>The City Engineer indicated that she does not have any comments regarding this application.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Streets: <ul style="list-style-type: none"> <i>The Geotechnical report will need to be finalized and approved at the time of building permit.</i> <i>All roof drains need to be piped into drywells.</i> <i>Driveway run off needs to be managed into a drywell.</i> <i>Drywells will need to be moved closer to the street.</i> <i>A finalized drainage plan must be approved before issuance of a building permit.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Utilities: <ul style="list-style-type: none"> <i>Utilities indicated that they have no comments.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Building: <ul style="list-style-type: none"> <i>The Building Official has indicated that he has no 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 Conclusions	
Yes	No	N/A	Regulation	City Standards and Staff Conclusions
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.12.030	Building Lot Coverage:
			Staff Conclusions	<p><u>Maximum Allowed Building Lot Coverage:</u> 35%</p> <p><u>Proposed Building Lot Coverage:</u> 28.9%</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.12.030	Building Height & Setbacks
			Staff Conclusions	<p><u>Maximum Allowed Building Height:</u> 35 feet</p> <p><u>Minimum Allowed Building Setbacks:</u> Front: 20 feet Side: One (1) foot for every three (3') feet in building height. Rear: One (1) foot for every three (3') in building height. However, if a lot adjoins a more restrictive zoning district, the setbacks of the more restriction district applies. The subject property abuts an LR district on the rear property line which results in a greater rear setback of 20'.</p> <p><u>Proposed Building Height (Both Unit 1 & 2):</u> 35 feet</p> <p><u>Proposed Building Setbacks - Unit 1 (West):</u> Front: 42 feet Rear: 20 feet East Side: 13 feet</p> <p><u>Proposed Building Setbacks - Unit 2 (East):</u> Front: 40 feet Rear: 22 feet West Side: 13 feet</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.124.060.M	Curb Cut
			Staff Conclusions	<p><u>Maximum curb cut allowed:</u> 35% of the total street frontage may be devoted to curb cuts.</p> <p><u>Proposed:</u> The applicant is proposing two (2) 15-foot-wide driveways which translates to 33% of the street frontage.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.124.060.A(1)	Parking Spaces
			Staff Conclusions	<p><u>Required:</u> 1-1/2 spaces for every one-family dwelling or duplex unit. A total of three parking spaces is required.</p> <p><u>Proposed:</u> The applicant is proposed four (4) parking spaces for each unit. Each unit contains a two car garage and two parking spaces located within the driveway.</p>

Mountain Overlay Design Review Requirements				
EVALUATION STANDARDS: 17.107.070(A)				
Compliant			Standards and Staff Conclusions	
Yes	No	N/A	Reference	City Standards and Staff Conclusions
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.104.070(A)1 MOUNTAIN OVERLAY	There is no building on ridges or knolls which would have a material visual impact on a significant skyline visible from a public vantage point entering the City or within the City. Material, as the term is used herein, shall be construed in light of the magnitude of the negative impact on the objectives of this Ordinance.
			<i>Staff Conclusions</i>	<i>There are no ridges or knolls identified on the subject parcel. This property is not located adjacent to an identified or protected view corridor.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.104.070(A)2	Building, excavating, filling and vegetation disturbance on hillsides which would have a material visual impact visible from a public vantage point entering the City or within the City is minimized. Material, as the term is used herein, shall be construed in light of the magnitude of the negative impact on the objectives of this Ordinance.
			<i>Staff Conclusions</i>	<i>No excavation areas are visible. To a large extent, the site will retain its existing grade except for landscaping terracing and building footprints.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.104.070(A)3	Driveway standards as well as other applicable standards contained in Street Standards Chapter 12.04 are met.
			<i>Staff Conclusions</i>	<i>The proposed driveways meet all driveway standards.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.104.070(A)4	All development shall have access for fire and other emergency vehicles to within one hundred fifty feet (150') of the furthest exterior wall of any building.
			<i>Staff Conclusions</i>	<i>The Fire Department has reviewed the proposed design and has found that all access requirements for emergency vehicles has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.104.070(A)5	Significant rock outcroppings are not disturbed.
			<i>Staff Conclusions</i>	<i>No rock outcroppings have been identified on the subject property.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.104.070(A)6	International Building Code (IBC) and International Fire Code (IFC) and Ketchum Fire Department requirements shall be met.
			<i>Staff Conclusions</i>	<i>The applicant is aware of all building code requirements and indicates that this project will comply with said standards.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.104.070(A)7	Public water and sewer service comply with the requirements of the City.
			<i>Staff Conclusions</i>	<i>Requirements for public water and service connection will be verified at the time of building permit. The applicant has been made aware of these standards.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.104.070(A)8	Drainage is controlled and maintained to not adversely affect other properties.
			<i>Staff Conclusions</i>	<i>The City Engineer and Building Official have reviewed the proposed plans and have not expressed any concerns regarding site drainage. Site drainage will be required onsite and will be inspected prior to issuance of a certificate of occupancy.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.104.070(A)9	Cuts and fills allowed for roadways shall be minimized; lengths of driveways allowed shall be minimized; all cuts and fills shall be concealed with landscaping, revegetation and/or natural stone materials. Revegetation on hillsides with a clear zone of thirty feet (30') around all structures is recommended. Said clear zone shall include low combustible irrigated vegetation with appropriate species, on file with the Ketchum planning department. Revegetation outside of this clear zone should be harmonious with the surrounding hillsides.

			<i>Staff Conclusions</i>	<i>The site contains minimum cuts for driveways in order to provide access to the proposed units. All cuts and fills are landscaped appropriately. The existing grade of the site is maintained to a large extent.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.104.070(A)10	There are no other sites on the parcel more suitable for the proposed development in order to carry out the purposes of this Ordinance.
			<i>Staff Conclusions</i>	<i>The property contains 0.26 acres in size. The applicant has utilized the area of the property most suitable for development. The applicant has commented that the proposed buildings have been located as far to the rear of the property as possible in order to provide a larger front yard and to minimize the use of the rear yard.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.104.070(A)11	Access traversing 25% or greater slopes does not have significant impact on drainage, snow and earth slide potential and erosion as it relates to the subject property and to adjacent properties.
			<i>Staff Conclusions</i>	<i>The driveways are located to the front of the lot and contain a gradual slope less than 25%.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.104.070(A)12	Utilities shall be underground.
			<i>Staff Conclusions</i>	<i>The applicant indicates that all of the onsite utilities will be placed underground.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.104.070(A)14	Limits of disturbance shall be established on the plans and protected by fencing on the site for the duration of construction.
			<i>Staff Conclusions</i>	<i>Limits of disturbance include the majority of the lot. This is shown in the grading plan. The applicant is aware of requirements for fencing.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.104.070(A)15	Excavations, fills and vegetation disturbance on hillsides not associated with the building construction shall be minimized.
			<i>Staff Conclusions</i>	<i>There are no proposed excavations or fills not associated with building construction.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.104.070(A)16	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 Conclusions</i>	<i>No significant landmarks have been identified.</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 zoning code, Title 17.
3. The Commission has authority to hear the applicant's Mountain Overlay Design Review Application pursuant to Chapter 17.104 of Ketchum Code Title 17.
4. The City of Ketchum Planning Department provided adequate notice for the review of this application.
5. The project **does** meet the standards of approval under Chapter 17.104 of Zoning Code Title 17.

DECISION

THEREFORE, the Ketchum Planning and Zoning Commission **approves** this mountain overlay design review application this Monday, February 8th, subject to the following conditions:

1. All governing ordinances pertinent to the Fire Department, Building Department, Utilities Department, Street Department and Ketchum City Engineer shall be met prior to Certificate of Occupancy;
2. The water service line to the residence will need to be hydraulically calculated to meet the required fire flows for the fire sprinkler system;
3. Design review approval shall expire one (1) year from the date of the signature of the findings of fact, conclusions of law & decision, unless an extension is requested and granted per Chapter 17.96, Ketchum Municipal Code;
4. Design review elements shall be completed prior to final inspection/occupancy;
5. Prior to issuance of a building permit and prior to any on-site excavation, a construction activity mitigation plan, including limits of disturbance and associated fencing, shall be submitted to the Building Department for approval;
6. This Design Review approval is based on the plans and information presented and approved at the meeting on the date noted herein. The applicant shall submit a final revised plan for the official Planning Division files. Building Permit plans must conform to the approved mountain overlay design review plans unless otherwise approved in writing by the Commission or Planning Department. Any building or site discrepancies which do not conform to the approved plans will be subject to removal;
7. Construction fencing at the limits of disturbance shall be located on the site as approved by the Planning Department prior to any excavation or earthwork;
8. A final drainage/grading plan for the subject property and the city right of way shall be submitted to the Planning Division for review and approval by the Planning Department, Streets Department, and City Engineer prior to the issuance of a building permit. Such plan shall be designed and stamped by a licensed civil engineer; and
9. Any work in the right-of-way will require a right-of-way encroachment permit, reviewed and approved by the City before installation.

Findings of Fact **adopted** this 8th day of February, 2016.

Steve Cook
Planning and Zoning Commission Chairperson



City of Ketchum
Planning & Building

IN RE:)	
)	
Heidelberg Hill Residences	)	KETCHUM PLANNING AND ZONING COMMISSION
Preliminary Plat	)	FINDINGS OF FACT, CONCLUSIONS OF LAW AND
	)	DECISION
File Number: #15-156)	
)	

BACKGROUND FACTS

PROJECT: Heidelberg Hill Residences

OWNER(S): 5050 Ventures LLC

REPRESENTATIVE: Troy Quesnel, Sawtooth Development Group & Chad Blincoe, Blincoe Architecture

REQUEST: Townhouse Preliminary Plat approval to establish two townhouse sublots.

LOCATION: 255 Hillside Drive (Lot 33, Block 2, Warm Springs Subdivision #5)

NOTICE: Property owners within a 300-foot radius of subject property were mailed notice on December 22, 2015. A notice was posted in three (3) locations in the City on December 22, 2015.

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

Overlay: Mountain Overlay

REVIEWER: Morgan Brim, Senior Planner & Current and Long-range Planning Manager

GENERAL FINDINGS OF FACT

The applicant is proposing to establish two townhouse sublots to accommodate the construction of two detached townhomes. Each sublot will overlay approximately one half of the parent parcel with sublot one on the west containing 5,556 square feet and sublot two on the east containing 5,595 square feet. The table below provides a breakdown of each unit's floor in square feet.

	Unit One	Unit Two
2nd Floor	1,046	1,046
1st Floor	1,166	1,166
Lower	317	317
Garage	547	547
Total	3,076	3,076

Grand Total = 6,152

City Department Conclusions				
Compliant			Standards and Staff Conclusions	
Yes	No	N/A	City Code	City Standards and Staff Conclusions
<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 Conclusions	Police Department: <ul style="list-style-type: none"> Indicated that they have no comments.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Fire Department: <ul style="list-style-type: none"> Indicated that they have no comments.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		City Engineer: <ul style="list-style-type: none"> Commented that the preliminary plat meets applicable standards.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Streets: <ul style="list-style-type: none"> Indicated that they have no comments.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Utilities: <ul style="list-style-type: none"> Indicated that they have no comments.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Building: <ul style="list-style-type: none"> All buildings will require separate building permits.
<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 Conclusions	
Yes	No	N/A	Regulation	City Standards and Staff Conclusions
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.12.030	<p>Building Lot Coverage:</p> <p><u>Maximum Allowed Building Lot Coverage:</u> 35%</p> <p><u>Proposed Building Lot Coverage:</u> 28.9%</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.12.030	<p style="text-align: center;">Building Height & Setbacks</p> <p>Staff Conclusions</p> <p><u>Maximum Allowed Building Height:</u> 35 feet</p> <p><u>Minimum Allowed Building Setbacks:</u> Front: 20 feet Side: One (1) foot for every three (3') feet in building height. Rear: One (1) foot for every three (3') in building height. However, if a lot adjoins a more restrictive zoning district, the setbacks of the more restriction district applies. The subject property abuts an LR district on the rear property line which results in a greater rear setback of 20'.</p> <p><u>Proposed Building Height (Both Unit 1 & 2):</u> 35 feet</p> <p><u>Proposed Building Setbacks - Unit 1 (West):</u> Front: 42 feet Rear: 20 feet East Side: 13 feet</p> <p><u>Proposed Building Setbacks - Unit 2 (East):</u> Front: 40 feet Rear: 22 feet West Side: 13 feet</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.124.060.M	<p style="text-align: center;">Curb Cut</p> <p>Staff Conclusions</p> <p><u>Maximum curb cut allowed:</u> 35% of the total street frontage may be devoted to curb cuts.</p> <p><u>Proposed:</u> The applicant is proposing two (2) 15-foot-wide driveways which translates to 33% of the street frontage.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.124.060.A(1)	<p style="text-align: center;">Parking Spaces</p> <p>Staff Conclusions</p> <p><u>Required:</u> 1-1/2 spaces for every one-family dwelling or duplex unit. A total of three parking spaces is required.</p> <p><u>Proposed:</u></p>

				<p><i>The applicant is proposed four (4) parking spaces for each unit. Each unit contains a two car garage and two parking spaces located within the driveway.</i></p>
--	--	--	--	--

Preliminary Plat Requirements				
Compliant			Standards and Staff Conclusions	
Yes	No	N/A	City Code	City Standards and Staff Conclusions
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I	Complete Application
			Staff Conclusions	<i>The application has been reviewed and determined to be complete.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.B	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 Conclusions	<i>The applicant has submitted draft CC&R's. The City does not enforce CC&R's.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.C.1	The subdivider may apply for preliminary plat approval from the commission pursuant to subsection 16.04.030D of this chapter at the time application is made for design review approval pursuant to title 17, chapter 17.96 of this code. The commission may approve, deny or conditionally approve such preliminary plat upon consideration of the action taken on the application for design review of the project.
			Staff Conclusions	<i>The applicant has applied for preliminary plat approval and said plat is being forwarded to the Commission in compliance with review procedures established in 16.04.030.D.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.C.2	The preliminary plat, other data, and the commission's findings shall not be transmitted to the council until construction of the project has commenced under a valid building permit issued by the Ketchum building inspector.
			Staff Conclusions	<i>The preliminary plat will not be transmitted to the council until construction has commenced under an approved building permit.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.E	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.
			Staff Conclusions	<i>The preliminary plat outlines the overall footprint of the each townhome, which includes attached garages.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.F	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.
			Staff Conclusions	<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 Heidelberg Hill Residences Preliminary Townhome Plat dated January 16, 2016 by Alpine Enterprises Inc.

DECISION

THEREFORE, the Ketchum Planning and Zoning Commission **approves** this preliminary plat application this Monday, February 8th, 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 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 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";
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 townhouse has received:
 - a. An approved life safety inspection for the building shell and all common areas from the Ketchum Building Official; and,
 - b. Completion of all design review elements as approved by the Planning and Zoning Administrator; and
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.

Findings of Fact **adopted** this 8th day of February, 2016.

Steve Cook
Planning and Zoning Commission Chairperson



Planning and Zoning

Regular Meeting

~ Minutes ~

Monday, January 11, 2016

5:30 PM

Ketchum City Hall

Commissioners Present: Steve Cook, Chairperson
Michael Doty, Commissioner
Betsy Mizell, Commissioner

Absent: Erin Smith, Commissioner
Jeff Lamoureux, Commissioner

Staff Present: Micah Austin, Director of Planning & Building
Rebecca Bundy, Senior Planner
Morgan Brim, Senior Planner
Stephanie Bonney, City Attorney
Keshia Owens, Planning Technician

1. 5:30 PM- CALL TO ORDER

Chairman Cook called the meeting to order at 5:37 PM. He noted that before the meeting there were two site visits to both 255 Hillside Drive and 300 Huffman Drive. Chairman Cook commented that the agenda has to be amended to include an election of a Chair and Vice-Chair, which requires a vote. Commissioner Doty made a motion to keep Steve Cook as the Chairman and Jeff Lamoureux as the Vice-Chair. Commissioner Mizell seconded the motion and all Commissioners were in favor.

2. CONSENT CALENDAR

No items on the Consent Calendar.

3. PUBLIC COMMENT

a. Communications from the public for items not on the agenda.

There was no public comment.

4. COMMUNICATIONS FROM STAFF

- a. Dartnell Avalanche Deflection Wall- The Commission will hold a public hearing and take action on an application by Bruce Steinberg and Ashley Dartnell, represented by Ben Young Landscape Architects, for a Conditional Use Permit for an Avalanche Deflection Wall. The subject property is located at 300 Huffman Drive (Huffman Subdivision Lot 6A, Block 2).

COMMENTS:

Chairman Cook commented that there were originally four items on the Agenda, but item 4c has been withdrawn. He also said that only agenda items a, b, and d will be discussed.

Ashley Boand, Ben Young Landscape Architect, on behalf of Ashley Dartnell and Bruce Steinberg presented on the Dartnell Avalanche Wall. Boand said that the project is very engineer designed and the owners would like to be able to rent out their home in the wintertime, but in order to do so the owner needed to do a series of avalanche deflection walls. She also commented that the project is made up of a series of walls with the highest point in the center and that the walls also lower in height as they disperse outward.

Commissioners Comments:

Commissioner Doty said that the height shown in the drawings does not match what was shown during the site visit to the project and asked for an updated plan.

- Boand commented that the plus and minus symbols on the walls going down were shown because she was unsure of the exact height of the walls as they dispersed down, but she confirmed that the walls step down from the highest point in the corner.
- Paul Bashton, Excel Engineering, added that the walls step down in 2 ft. increments, which helps in avoiding too much back pressure. He added that currently the wall steps down at 9 ft., 7 ft., and 5 ft. toward the front and 9 ft., 7 ft., 5 ft., and 5 ft. across the south corner.
- Commissioner Mizell asked if willow trees in the front will be left there or taken out?
 - Boand said that this will depend on the new proposed driveway. She added that if the owners go with the new proposed driveways the willows will have to be taken out just for construction purposes, but then the area would be replanted. Boand noted that the willows may not be where the walls will be going, but around those walls would still be vegetated.
- Chairman Cook said that he noticed in the Staff comments, the Streets Department noted that they will need to see more detail about the work being performed in the right-of-way and in the driveway. He added that he is not seeing any work in the right-of-way and wanted to know why this was prompted from Staff.
 - Boand said that there is no work for the right-of-way and Bundy noted that if the driveway is moved then there will be work done in the right-of-way and the project will have to meet current right of way standards.
- Chairman Cook noted that the drawings show adding a wire mesh to protect against avalanche and he added that one of the Commission's biggest tasks is to protect the adjacent properties. He commented that if an avalanche event were to occur this may send wire mesh and plantings to the adjacent property owners.
 - Bashton said that the trajectory of the potential avalanche is to the south of the house. He added that forces on this will be minimal, as deceleration starts to happen slightly above the house. He noted that the material that comes toward the house would do so in a three tiered process- a depression on the uphill side of the road, a trough that will be formed by the road, and then the wall. He also said that forces will be nearly dissipated by the time they reach the wall and added that material likely will not be ripped up and pulled out.

There was no public comment

Staff Comments:

- Bundy said that the project was emailed to three neighbors that had questions. The neighbor to the west, Jack Corrock, met with Bundy and said that he would not need to attend the January 11th meeting because he was satisfied. Bundy added that in Staff's analysis, Staff felt that the project does meet the requirements of both the avalanche section of the code as far as being certified by the engineer. She also said that snow could be pushed into the street, but the street would be full of snow at that point because the avalanche would have to cross the street to get there. She added that Staff proposed a number of conditions in addition to the standard conditions for a conditional use permit.
- The Conditions were:
 - A building permit will be required prior to the construction of the project.
 - Plans will need to be stamped by engineer licensed in the State of Idaho. Certifying that the proposed structure as designed will withstand avalanche forces.
 - Should there be construction in the right-of-way, civil engineering will be required and the City's right-of-way standards shall be met.
 - The vegetative screening shall be maintained in perpetuity to satisfy the avalanche section of the code.

Commissioners Comments:

- Chairmen Cook commented that under the Proposed Conditions, number 4, says "prior to any construction in the row..."
 - Bundy added that this was done on purpose because if the driveway occurs at a different time than the wall, the owners will not need a building permit to move the driveways.
- Commissioner Doty commented that he was comfortable with the project.
 - Bundy suggested that the Commissioners add a condition that drawings with the corrected heights be submitted prior to building permit submittal for review by staff; this would be condition number six.
- Commissioner Mizell motioned to “approve the conditional use permit by Ashley Dartnell and Bruce Steinberg with conditions number 1-6, as amended.” Commissioner Doty seconded and all Commissioners were in favor.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Betsy Mizell, Commissioner
SECONDER:	Mike Doty, Commissioner
AYES:	Mike Doty, Betsy Mizell
ABSENT:	Steve Cook, Jeff Lamoureux, Erin Smith

b. Heidelberg Hill Residences- The Commission will hold a public hearing and take action on applications by 5050 Ventures, LLC, located at 255 Hillside Drive (Warm Springs Sub # 5, Lot 33, Block 2):

i. Motion to: Design Review

COMMENTS:

Troy Quesnel, Sawtooth Development, representing 5050 Ventures and Heidelberg Hill Residences said that the site is GR-L, but it abuts the LR district and overlays the Avalanche and Mountain Overlay zones. The project has taken on the more restrictive zoning from the LR district. Troy Quesnel presented the preliminary plat which showed the project's 20 ft. setbacks and the subdivision of the lots.

- Commissioner Doty noted that the current drawings show a 15 ft. setback and said that the drawings need to be updated to show the 20 ft. setback. Troy Quesnel said that because the project is in the GR-L, it has adopted the more restrictive zoning.
- Brim commented that this should be an easy change.

Troy Quesnel said that the drawings show that no snow can be stored in the City right-of-way and City right of way improvements. Troy Quesnel added that existing utilities are served underground and the residences will be served with underground utilities.

- Commissioner Doty said that the grading is still shedding some amount of water onto other properties.

Kurt Agers, landscape architect, said that the bottom of the drawing shows contours across the site, so the drainage is diagonal. He added that on the east side of the property there will be a French drain gravel with a pipe that will come down to dry well.

- Brim added that drainage will be doubled checked, as it is a city requirement.

Troy Quesnel presented a landscape plan that showed mostly native plants will be used and disturbed vegetation will be replanted after construction. He added that the plant species is appropriate for the climate and the neighborhood.

Troy Quesnel presented the floor plans of the buildings. He noted that these are 3 story buildings, the first story will contain the garages, utility rooms, mud rooms, and central storage. He said that lighting will comply with the Ketchum Dark Sky Ordinance. He added that the main entry of each building will be on the second floor and entrances can be accessed from the garage. The third level contains two master suites and two master baths; each suite will have access to a patio.

- Brim added that there is a detail of all of these plans in the staff report.
- Commissioner Doty said that the project is in the avalanche zone and asked how windows and doors will be taken care of.

Troy Quesnel said that Bruce Smith from Alpine Enterprises has done a snow and avalanche study and provided snow heights. Troy Quesnel added that force-close shutters that will be operated by CC&RS will be incorporated into the project.

- Chairman Cook commented that if the final engineering starts and they find that because of the wall thickness, footing, if something substantially changes the project design, or if the project is put into a tailspin, it will likely have to come back to the Commission.

Bruce Smith, Alpine Enterprises, said that he performed an avalanche study with an architect and structural engineer before an offer was even made on the project. Smith added that they are all very confident and he believes that they have a solution to everything. He added that his primary concern is health and safety and he will ensure everything is in check.

Troy Quesnel said that the roof has a slight butterfly design and it is designed to capture all of its drainage into a central part of the roof. He added that the building has been stepped into the hillside to minimize excavation and over-dig and to make the project better fit the topography. Troy Quesnel said that a combination of wood siding, stucco finish, and concrete veneer, steel, timber, glass are many of the materials that the project will likely incorporate.

- Commissioner Doty noted that the two windows off to the side of the building do not have shutters.

Troy Quesnel confirmed that the windows do not have shutters. Commissioner Doty added that the direction of the floor has likely caused this, which Troy Quesnel confirmed.

- Chairman Cook mentioned that deflection and anything that can move onto adjacent properties is one of the Commission's primary concerns. He noted that some materials could be vulnerable and may possibly be ripped out onto adjacent structures and affect other properties.
- Commissioner Doty added that if the climbing height gets up to the roof then there will be bigger concerns.

Troy Quesnel said that the force that an avalanche has will diminish as it moves down the backs of the buildings.

Kurt Agers added that some of the boulders are retaining and at grade, making them lower than the slope. Others are also retaining and protruding out of the ground.

Chairman Cook asked for comments from Staff:

- Brim said that Staff has found compliance with the design review criteria and also with mountain overlay design review criteria. He also said that the building official is aware that the project is in the avalanche zone and will be looking further into the project once it gets to the building permit phase. He added that different departments throughout the City had no real issues with the project, but Staff requested that the Street Department finalize the building permit drainage plan. Brim also added that Staff has recommended approval for the project.
- Brim noted that public comment had been received from Martin Henry Kaplan, the west adjacent neighbor. Kaplan provided 6 items that he would like to be addressed in the conditions. 2 of the items can be addressed through conditions, while the others are not required and are not appropriate to condition.

The comments included:

1. Matching the existing grade for the site, already required.
2. Maintenance, this is already included in condition 6.
3. Lighting- 4 exterior sconce lights
4. Fencing, requesting that a condition be placed that they be able to review and agree upon fencing.
 - Brim said that the applicant is not requesting fencing, but Staff does not feel comfortable requiring that a private property owner review and approve another property owner's project.
5. Snow storage- Brim said that condition 7 says that "all snow shall be stored on site and shall not be placed on neighboring property or in the right-of-way.
6. Plans be stamped by an engineer, Brim said that is already a requirement at building permit.

Chairman Cook asked if the project provided snow storage capacity, Brim confirmed that the did and 1,560 square feet is dedicated as snow storage.

- Kurt Agers clarified that the darker areas of the site plan show the snow storage area.
- Brim said that in the reviewing the project it seemed very straightforward and all three applications have met the criteria, he added that the project is approvable.

There was no public comment.

Commissioner Doty said that he is comfortable with the project

Chairman Cook asked if there is a way to avoid ballasting the roof, Commissioner Doty suggested a mechanical roof.

- Clay Samuels said that the membrane roof that is proposed does required a ballast.

Commissioner Doty added that if the climbing height is missed, an event of that nature could blow the house up before it got to the roof.

- Troy Quesnel said that the climbing height is based on a 300 year return period.

Commissioner Mizell asked if there have been specific habitat plans and if there is anything that can be done to minimize impact going up with the project.

- Bruce Smith added that there is a lot of private property behind the project. He added that there is a buffer between the project, private property, and the forest service lands.

Doty moved to " approve the design review application by 5050 Ventures, LLC for the Heidelberg Hill Residences with conditions 1-8, as amended" Commissioner Mizell seconded. All commissioners were in favor.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Mike Doty, Commissioner
SECONDER:	Betsy Mizell, Commissioner
AYES:	Steve Cook, Mike Doty, Betsy Mizell
ABSENT:	Jeff Lamoureux, Erin Smith

ii. **Motion to:** Mountain Overlay Design Review

COMMENTS - Current Meeting:

Troy Quesnel, Sawtooth Development, representing 5050 Ventures, LLC and Heidelberg Hill Residences said that the presentation would be identical to the presentation he just gave.

- Commissioners had no additional comments.
- Staff had no additional comments.

- There was no public comment.

Chairman Cook said that the Commission is comfortable with the conditions 1-9 and Commissioner Doty added that setbacks will need to be changed on updated plans. Brim added that the same thing will need be done for the preliminary plat and the Findings of Fact will include an updated 20-foot setback.

Commissioner Doty moved to “approve the Mountain Overlay Design Review application by 5050 Ventures for the Heidelberg Hill Residences with conditions number 1-9.” Commissioner Mizell seconded and all Commissioners were in favor.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Mike Doty, Commissioner
SECONDER:	Betsy Mizell, Commissioner
AYES:	Steve Cook, Mike Doty, Betsy Mizell
ABSENT:	Jeff Lamoureux, Erin Smith

iii. **Motion to:** Preliminary Plat

COMMENTS:

Brim said that the current Preliminary Plat that is projected is not current, as the current one is found in the Staff Report. He also said that there were couple modifications during Staff Review. He noted that the changes included zoning setback clarification and Commissioner Doty's comments will also need to be included.

- Bruce Smith said that he prepared the Preliminary Plat and a few things about the Plat were updated to include the 20-foot setback.

Brim said that the Zoning Code says that the GR-L includes a 15 ft. setback, but a sub-note shows that if a project is adjacent to a more restrictive zone, the project takes on the stricter provisions. He added the updated preliminary plat includes these changes.

Commissioner Doty noted that Commission should ensure that closing the snow shutters should be included in the plat so it's front and center every winter. Bruce Smith said that buyers should be notified that they are in an avalanche zone and the information is included in the deed.

- Clay Slantz added that this is important to them and will be included in bold in the CC&Rs.
- Bonney added that this is more likely to be seen in the CC&Rs, as opposed to the plat notes.

There was no public comment.

Commissioner Doty moved to approve “the townhouse preliminary plat by 5050 Ventures, LLC for Heidelberg Hill Residences with conditions 1-9. Commissioner Mizell seconded and all Commissioners were in favor.

Brim said that the next Planning and Zoning Commission meeting will be February 8th and the Findings of Fact will be done then.

- Bruce Smith said that construction is slated to begin once more snow is gone. He asked if they can get started on their structural work and Brim said that the project is good to move forward, but the Findings of Fact will need to be signed first.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Mike Doty, Commissioner
SECONDER:	Betsy Mizell, Commissioner
AYES:	Steve Cook, Mike Doty, Betsy Mizell
ABSENT:	Jeff Lamoureux, Erin Smith

c. *Work Session to discuss proposed text amendments to the LI-3 District as applied for by Barsotti Investment Company, LLC to expand the LI-3 Use Matrix to include the following uses:*

Chairman Cook said this application has been withdrawn. Brim added that the applicant would like to see what the City Council decides on the Community School and The Spot Text Amendment before he moves forward on the Planning and Zoning Commission.

i. **Apartments**

ii. **Lodging Establishments (Hostels)**

iii. **Residential Care Facility**

d. **Zoning Ordinance Update Phase II**

Brim said that Staff has recently finished the parking counts. He added that there was a slack count before Christmas and peak count after Christmas. Brim noted that there is often open parking, but you just have to be willing to walk.

Brim said that the City Council has approved a parking consultant to perform a parking study. He also said that the consultant will be working hand in hand with Staff.

- Commissioner Mizell asked if walking was a large part of the study and will it be encouraged? Brim said that the main point of the parking ordinance will be to implement the Comprehensive Plan and noted that study will be used to help incentivize uses.
- Bonney added that City Council has been looking into adding parking meters with a two-hour time limit, which would then encourage people who want to stay long term to seek other parking options.
- Chairman Cook mentioned that this is a multi-seasonal study and asked what is Staff's plan for this?

Brim said that Staff plans to do studies in the summertime to get a summertime peak. He added that the parking ordinance is something that should be evolving and the parking always has to be flexible.

5. FINDINGS OF FACT AND APPROVAL OF MINUTES:

a. Motion to: Thunder Spring Residences Design Review- Findings of Fact

COMMENTS - Current Meeting:

Brim provided an overview of public comment from Ken Bellamy. Bellamy requested that condition 10 be amended to include the entire site. He also said that the applicant was okay with allowing 35 ft. for a setback for the entire site.

Chainman Cook commented on Condition 5 and asked if Staff is comfortable with the included square foot and in-lieu calculations?

Brim said that the square footage will be verified and any differences in the FAR at the time of building permit will be reflected in the square footage and in-lieu fee.

- Condition 10 was changed to say at the time of building permit, the applicant shall submit a tree maintenance plan for all proposed trees located on the subject parcel which demonstrates that tree height at full maturity will not exceed 35 ft.
- Chairman Cook said that Condition 12 does not include a timeline. Brim said that it should include before a timeline before Certificate of Occupancy before the 1st building.

Commissioner Cook motioned to “approve the Findings of Fact for the Thunder Springs Residences, as amended.” Commissioner Doty seconded and all Commissioners were in favor.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Steve Cook, Chairman
SECONDER:	Mike Doty, Commissioner
AYES:	Steve Cook, Mike Doty, Betsy Mizell
ABSENT:	Jeff Lamoureux, Erin Smith

b. Minutes: November 23, 2015

No comments

c. Minutes: December 4, 2015

No comments

d. Motion to: Minutes: December 14, 2015

COMMENTS - Current Meeting:

Doty:

pg. 145(pg. 6) Commissioners Comments:

Clarify sentence on lot configuration and mass of roof access

pg. 148-

abstain, should be recused.

Minutes from Nov 23, Dec 4, Dec 14 were approved in one motion by Commissioner Mizell and Commissioner Doty seconded. All Commissioners were in favor.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Betsy Mizell, Commissioner
SECONDER:	Mike Doty, Commissioner
AYES:	Steve Cook, Mike Doty, Betsy Mizell
ABSENT:	Jeff Lamoureux, Erin Smith

6. FUTURE PROJECTS AND NOTICING REQUIREMENTS

Brim said that Geneva Lofts will take place on the Feb 8th meeting and the project has been noticed again.

- Commissioner Doty if there were substantial changes to the project, Brim confirmed that there were and the changes were addresses in different ways.
- Chairman Cook asked if the applicant has computer modeling, Brim confirmed that they do.

7. STAFF REPORTS & CITY COUNCIL MEETING UPDATE

The Spot and The Community School are scheduled for February 1st. The Design Review Chapter is scheduled for March.

8. Commission reports and ex parte discussion disclosure

Commissioner Doty said that there is a bike for sale in the alleyway of a local flea market.

Brim commented that the Greyhound sign has been purchased.

Chairman Cook asked if any complaints have been received about Bigwood Bread in the LI district because it was conditioned. Brim said that he has not seen any complaints on it.

9. ADJOURNMENT

Doty motioned to adjourn, Mizell seconded.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Mike Doty, Commissioner
SECONDER:	Betsy Mizell, Commissioner
AYES:	Steve Cook, Mike Doty, Betsy Mizell
ABSENT:	Jeff Lamoureux, Erin Smith



City of Ketchum
Planning & Building

February 8, 2016

Planning and Zoning Commission
City of Ketchum
Ketchum, Idaho

Commissioners:

STAFF REPORT
KETCHUM PLANNING AND ZONING COMMISSION
REGULAR MEETING OF FEBRUARY 8, 2016

PROJECT: 151 South Main Street Hotel and Residences Condominium Subdivision

FILE NUMBER: #15-163

OWNERS: Limelight Ketchum LLC

REPRESENTATIVE: James R. Laski, applicant's attorney

REQUEST: Condominium Subdivision Preliminary Plat approval to establish sixteen (16) condominium units and associated common areas.

LOCATION: 151 S. Main St, Ketchum, ID (Ketchum Townsite, AM Lot 1A, Block 20)

NOTICE: Property owners within 300 feet and affected agencies were mailed on Friday, January 15, 2016. Published in the Idaho Mountain Express on Wednesday, January 20, 2016.

PUBLIC NOTICE: The following notice was published in the Idaho Mountain Express on Wednesday, January 20, 2016 and mailed on Friday, January 15, 2016:

NOTICE OF A PUBLIC HEARING BEFORE THE KETCHUM PLANNING AND ZONING COMMISSION

Meeting Date:	Monday, February 8, 2016
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:	151 South Main Hotel & Residences
Project Location:	151 S. Main St, Ketchum, ID (Ketchum, AM Lot 1A, Block 20 Ketchum Townsite)
Applicant:	Limelight Ketchum LLC
Representative:	James R. Laski
Application Type:	Condominium Subdivision - Preliminary Plat
Project Description:	The applicant is proposing to replat Lot 1A, Block 20 into 16 condominium units. The property is 1.11 acres in size and zoned Community Core (CC) Sub-district A, Retail Core.

ZONING: Community Core (CC) Sub-district A, Retail Core

REVIEWER: Rebecca F. Bundy, Senior Planner / Building and Development Manager

RECOMMENDATION: Staff recommends approval, finding the application meets all applicable subdivision and zoning standards.

- ATTACHMENTS:**
- A. Applicant Submittal
 - Application form, dated December 22, 2015
 - Preliminary plat, dated January 16, 2016
 - Utility and Grading Plan, dated September 30, 2015
 - DRAFT Declaration of Covenants, Conditions and Restrictions for 151 South Main Hotel and Residences, stamped “received” on January 25, 2016
 - DRAFT Bylaws of 151 South Main Hotel and Residences Owner’s Association, Inc., stamped “received” on January 25, 2016
 - Articles of Incorporation
 - B. Public comment – None to date

STAFF ANALYSIS

The applicant is proposing to establish sixteen (16) condominium units, one being the hotel, another the ground floor retail space and the remaining fourteen (14) being residential condominium units, in addition to the associated common areas and limited common areas.

The units’ configuration, size and layout conform to the approved Design Review, Planned Unit Development (PUD) and Building Permit plans for the project. The PUD approval supersedes the underlying zoning code requirements.

The following provides staff’s comments and analysis regarding the proposed condominium preliminary plat.

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"> No comment. 	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Fire Department: <ul style="list-style-type: none"> No comment. 	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		City Engineer: <ul style="list-style-type: none"> No comment. 	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Streets: <ul style="list-style-type: none"> No comment. 	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Utilities: <ul style="list-style-type: none"> No comment. 	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Parks and Recreation: <ul style="list-style-type: none"> No comment. 	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Building: <ul style="list-style-type: none"> No comment. 	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Planning and Zoning: <ul style="list-style-type: none"> As outlined below in this staff report. 	

Preliminary Plat Requirements					
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	
			<i>Staff Comments</i>	<i>The application has been reviewed and determined to be complete.</i>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.060.B Preliminary Plat Procedure	The subdivider of the condominium project shall submit with the preliminary plat application a copy of the proposed bylaws and condominium declarations of the proposed condominium development. Said documents shall adequately provide for the control and maintenance of all common areas, recreational facilities and open space.	
			<i>Staff Comments</i>	<i>The applicant has submitted a draft copy of the proposed bylaws and condominium declaration of covenants, conditions and restrictions (CC&R's) that provide for control and maintenance of common areas, recreational facilities and open space. Please note that the City does not enforce CC&R's.</i>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.060.D Garage	All garages shall be designated on the preliminary and final plats and on all deeds as part of the particular condominium units. No garage may be condominiumized or sold separate from a condominium unit.	
			<i>Staff Comments</i>	<i>The garage is designated on the basement level of the plat. It identifies fourteen (14) parking spaces as residential limited common area. Article 7 of the CC&R's provides for the association to assign parking spaces for the exclusive use of each residential</i>	

Compliant			Standards and Staff Comments	
Yes	No	N/A	City Code	City Standards and Staff Comments
				<i>unit. As limited common area, no garage space may be condominiumized or sold separately from a residential condominium unit.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.060.E Storage Areas	Adequate storage areas shall be provided for boats, campers and trailers, as well as adequate interior storage space for personal property of the resident of each condominium unit.
			Staff Comments	<i>Each residential condominium has a dedicated storage room in the basement of the building that has been designated as limited common area. Article 7 of the CC&R's provides for the association to assign storage areas for the exclusive use of each unit. Storage is not allowed in the limited common area parking spaces. Section 13.9 of the CC&R's provides that boats, campers and trailers may not be stored on the premises. In addition, the hotel has storage in the basement and sporting equipment storage on the main floor.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.060.F Maintenance Building	A maintenance building or room shall be provided of adequate size and location for the type and size of the condominium project for storage of maintenance equipment and supplies for common areas.
			Staff Comments	<i>Maintenance facilities are provided in the form of common area and limited common area, located in the basement level of the building.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.060.G Open Space	The subdivider shall dedicate to the common use of the homeowners adequate open space of such shape and area usable and convenient to the residents of the condominium subdivision. Location of building sites and common area shall maximize privacy and solar access.
			Staff Comments	<i>Section 14.5 of the CC&R's provides for a residential unit owners easement over and across certain hotel limited common area (such as the porte-cochere and exterior open space plaza on the ground level) which will be maintained by the hotel unit owner. Each residential condominium unit also has its own limited common area in the form of a deck, exclusive to that unit.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.060.H 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 condominium subdivisions.
			Staff Comments	<i>As a condition of approval, all other provisions of this chapter and all applicable ordinances rules and regulations of the city and other governmental entities having jurisdiction shall be complied with by the condominium subdivision.</i>

STAFF RECOMMENDATION

Staff recommends approval of the proposed condominium preliminary plat, finding that it meets all applicable subdivision and zoning standards. The Commission should consider the full record of facts and evidence brought forward on this application based on staff reports, applicant information, public comments, and other relevant information. Based on the information presented and received, the following options should be considered by the Commission:

1. On the whole, the application is in compliance with the subdivision and zoning ordinances and other adopted or enforced city policies or codes and approve the condominium preliminary plat request with conditions 1-10 below.
2. On the whole, the application is not in compliance with the subdivision and zoning ordinances and other adopted or enforced city policies or codes and deny the request for a condominium preliminary plat because the following standards. (Commission to insert reasons for denial.)
3. If the Commission is not opposed to the entire application but only with certain aspects of the proposal, the Commission may amend and revise the proposal and/or modify conditions to address their concerns and proceed with approving the condominium preliminary plat application.
4. If the Commission does not feel they have all the information they need to make a decision they may require additional information to be brought forth at a future meeting.
5. The Commission may determine some other option based on the information presented at the public hearing.

PROPOSED MOTIONS

“I move to approve the condominium preliminary plat by Limelight Ketchum LLC for 151 South Main Street Hotel and Residences Condominium Subdivision with conditions 1-10 below;” or

“I move to deny the townhouse preliminary plat by Limelight Ketchum LLC for 151 South Main Street Hotel and Residences Condominium Subdivision because of the following standards.” (Commission to insert reasons for denial.)

PROPOSED 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 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”;
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 townhouse has received:
 - a. A certificate 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; and
- 10. All other provisions of Ketchum Municipal Code, Chapter 16, Subdivision Regulations, and all applicable ordinances rules and regulations of the city and other governmental entities having jurisdiction shall be complied with by the condominium subdivision.

**Attachment A.
Applicant Submittal**

- Application form, dated December 22, 2015
- Preliminary plat, dated January 16, 2016
- Utility and Grading Plan, dated September 30, 2015
- DRAFT Declaration of Covenants, Conditions and Restrictions for 151 South Main Hotel and Residences, stamped “received” on January 25, 2016
- DRAFT Bylaws of 151 South Main Hotel and Residences Owner’s Association, Inc., stamped “received” on January 25, 2016
- Articles of Incorporation

CITY OF KETCHUM SUBDIVISION APPLICATION

NAME OF PROPOSED SUBDIVISION: 151 South Main

OWNER OF RECORD: Limelight Ketchum LLC

ADDRESS OF OWNER: PO Box 1248, Aspen, CO 81612

REPRESENTATIVE OF OWNER: James R. Laski

CONTACT: Owner: _____ Representative: X Phone No.: (208) 725-0055

Mailing Address: PO Box 3310, Ketchum, ID 83340

LEGAL DESCRIPTION: (attach if necessary): Lot 1A, Block 20, Ketchum Townsite

STREET ADDRESS: 151 S Main Street, Ketchum, ID

SUBDIVISION FEATURES: Number of Lots: Condominium

Number of Dwelling Units: 16 units

Total land area in acres or square feet: 1.11 acres

Current Zoning District: CC Proposed Zoning District: CC

Overlay District: Flood _____ Avalanche _____ Pedestrian _____ Mountain _____

Type: Condominium X Land _____ PUD _____ Townhouse _____

Adjacent land in same ownership in acres or square feet: None

Easements to be dedicated on final plat: (describe briefly): None

Proposed and existing exterior lighting: (described briefly): See Design Review Approval/Development Agreement

IMPROVEMENTS TO BE INSTALLED PRIOR TO FINAL PLAT APPROVAL:

Streets Paved	Yes <u>X</u>	No _____	Water Supply:	Ketchum Municipal	<u>X</u>
Curbs & Gutters	Yes <u>X</u>	No _____		Private Wells	_____
Sidewalks	Yes <u>X</u>	No _____			
Street Lights	Yes <u>X</u>	No _____	Sewer System:	Public	<u>X</u>
Street Signs	Yes <u>X</u>	No _____		Septic	_____
Fire Hydrant(s)	Yes _____	No <u>X</u>		Cesspool	_____
Extend Water Lines	Yes _____	No <u>X</u>	Power:	Underground	<u>X</u>
Extend Sewer Lines	Yes _____	No <u>X</u>		Overhead	_____

ATTACHMENTS TO COMPLETE APPLICATION:

Copies of Articles of Incorporation and By-Laws of Homeowners Associations and/or Condominium Declarations

Copy of current title report and owner's recorded deed to the subject property

Six (6) copies of preliminary plat; one (1) 11x17 copy; and, a CD or email of the electronic copy (.pdf) of the plat

The 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 the reasonable attorney fees, including attorney fees on appeal, and expenses of the City of Ketchum. I hereby certify that all information requested, as submitted, is prepared to the best of my ability and knowledge and I request that this application be processed for consideration as a subdivision.

Signature of Owner/Representative: [Signature] Date: 12/22/2015

Pursuant to Resolution No. 08-123, any direct costs incurred by the City of Ketchum to review this application will be the responsibility of the applicant. Costs include but are not limited to engineer review, attorney review, legal noticing, and copying costs associated with the application. The City will require a retainer to be paid by the applicant at the time of application submittal to cover said costs. Following a decision or other closure of an application, the applicant will either be reimbursed for unexpended funds or billed for additional costs incurred by the City.

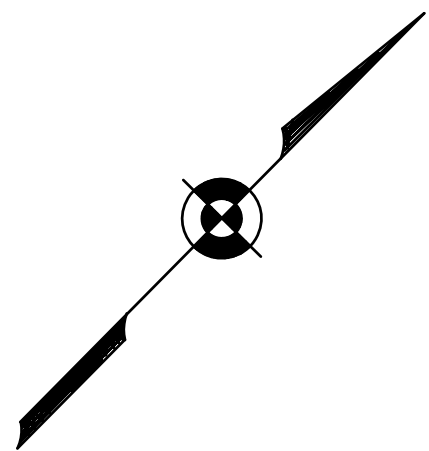
A PRELIMINARY PLAT SHOWING 151 SOUTH MAIN HOTEL & RESIDENCES

WHEREIN LOT 1A, BLOCK 20, KETCHUM TOWNSITE IS REPLATTED INTO 16 CONDOMINIUM UNITS
LOCATED WITHIN SECTION 18, T.4N., R.18E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO

JANUARY 2016



SCALE IN FEET



SCALE: 1" = 30'

LEGEND

- Property Boundary
- Adjoiners Lot Line
- Centerline of Right of Way
- GIS Tie
- Record Information per Instrument No. 406021
- Found 3" Brass Cap
- Found Aluminum Cap
- Found 1 1/2" Brass Cap
- Found 5/8" Rebar

NOTES

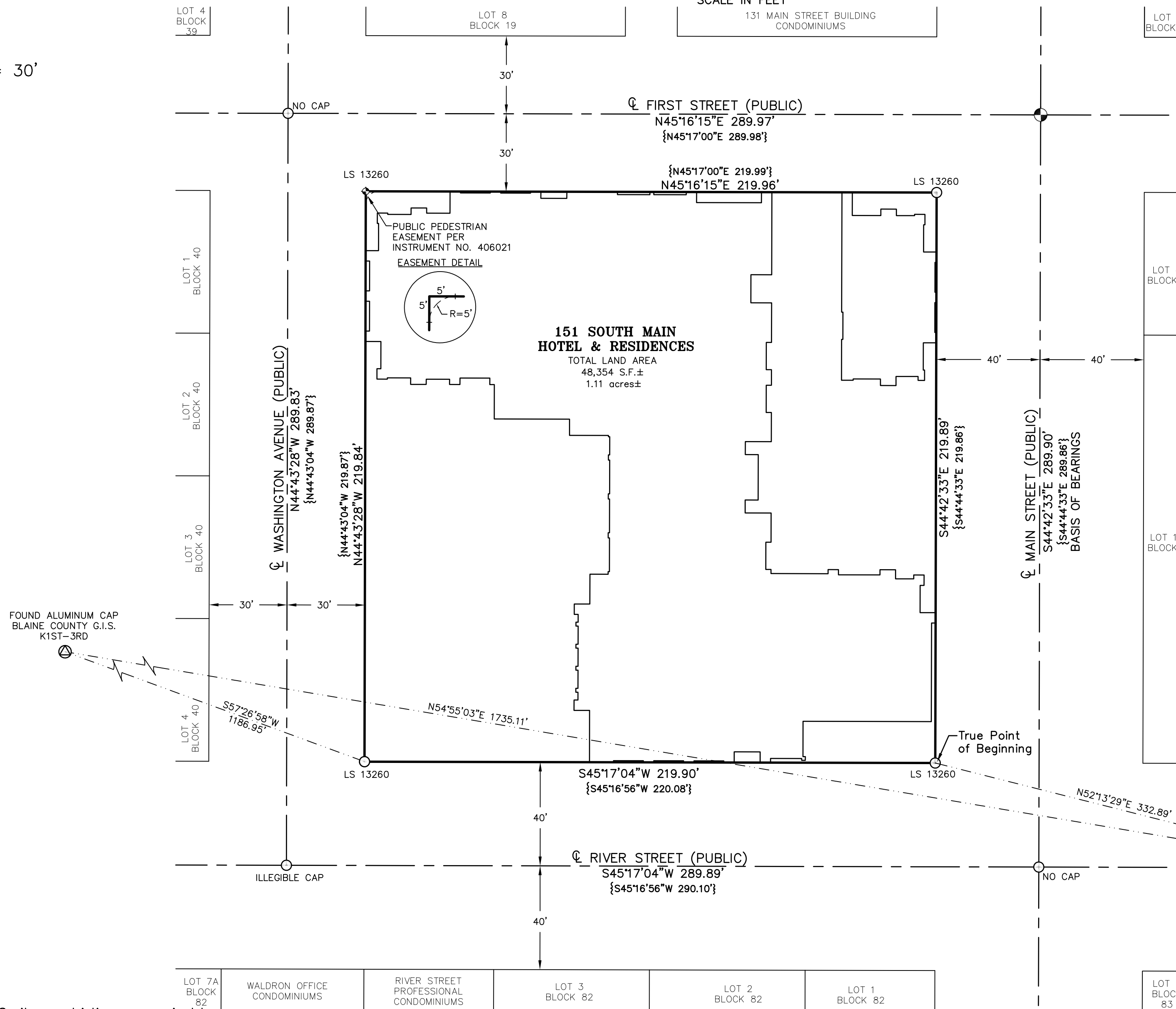
1. THIS PLAT IS A REPLAT OF LOT 1A, BLOCK 20, KETCHUM TOWNSITE, RECORDED UNDER INSTRUMENT NO. 406021, RECORDS OF BLAINE COUNTY, IDAHO.
2. REFERENCE IS MADE TO INSTRUMENT NO. 197659, RECORDS OF BLAINE COUNTY, IDAHO, WHICH IS ORDINANCE NO. 41 OF THE VILLAGE OF KETCHUM. SAID ORDINANCE VACATED THE ALLEY OF BLOCK 20, KETCHUM TOWNSITE.
3. PROPERTY HEREON IS SUBJECT TO THE COVENANTS, CONDITIONS, AND RESTRICTIONS (CC&R'S) AS RECORDED UNDER INSTRUMENT NO. _____, RECORDS OF BLAINE COUNTY, IDAHO.
4. VERTICAL DATUM IS ASSUMED. BENCHMARK IS A FOUND 1/2" REBAR AT THE INTERSECTION OF FIRST STREET AND WASHINGTON AVENUE, ELEVATION = 5828.25.
5. CITY OF KETCHUM FINDINGS OF FACT AND DECISION FOR THIS PLAT ARE RECORDED UNDER INSTRUMENT NO. _____, RECORDS OF BLAINE COUNTY, ID.
6. THE FIRST FLOOR ONLY IS SHOWN ON THIS PAGE FOR CLARITY, OTHER FLOORS ARE SHOWN ON SUBSEQUENT PAGES.

COMMON AREA SQUARE FOOTAGE TABLE

FLOOR	SQUARE FEET
Basement	40,859
1st	6,505
2nd	23,759
3rd	25,785
4th	24,748
5th	24,798

OWNER OF RECORD AND SUBDIVIDER:

LIMELIGHT KETCHUM, LLC
PO Box 1248
Aspen, CO 81612



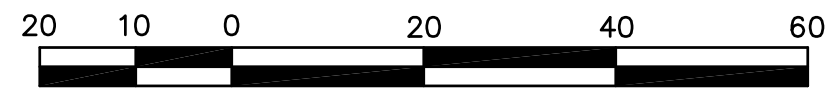
HEALTH CERTIFICATE: Sanitary restrictions as required by Idaho Code Title 50, Ch. 13, have been satisfied. Sanitary restrictions may be reimposed in accordance with Idaho Code Title 50, Ch. 13, Sec. 50-1326, by issuance of a Certificate of disapproval.

**SEE SHEETS 2-7 FOR CONDOMINIUM UNIT
DIMENSIONS, UNIT TIES AND ADDITIONAL
NOTES**

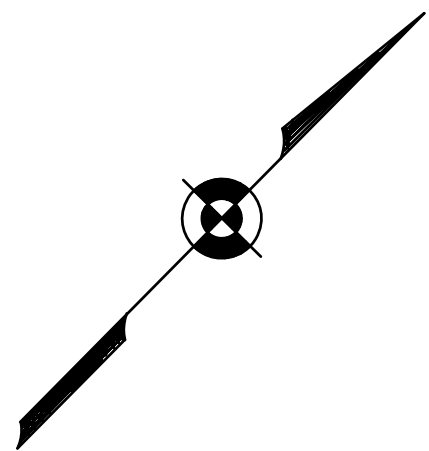
151 SOUTH MAIN
HOTEL & RESIDENCES
GALENA ENGINEERING, INC.
HAILEY, IDAHO
SHEET 1 OF 8
Job# 5633-05

151 SOUTH MAIN HOTEL & RESIDENCES

BASEMENT LEVEL UNIT LAYOUT



SCALE IN FEET



SCALE: 1" = 20'



LEGEND

- P/L --- Property Boundary
- Building Outline
- Unit Outline
- Unit Tie
- CA Common Area
- LC H Limited Common to Unit H

NOTES

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7. UTILITY EASEMENTS NECESSARY TO ALLOW FOR ACCESS AND MAINTENANCE OF UTILITIES SERVING UNITS OTHER THAN THE UNIT THEY ARE LOCATED IN ARE HEREBY GRANTED BY THIS PLAT.

BASEMENT LEVEL

Scale: 1" = 20'

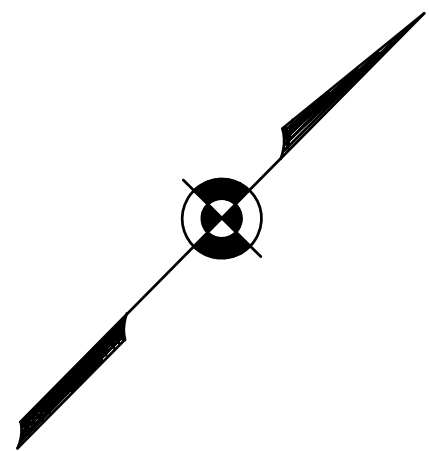
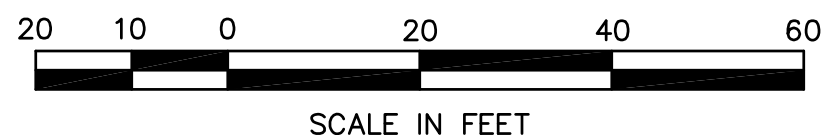
THE FINISHED FLOOR ELEVATION OF THE BASEMENT LEVEL IS 5819.0'

Brian D. Yeager, P.L.S. 13260

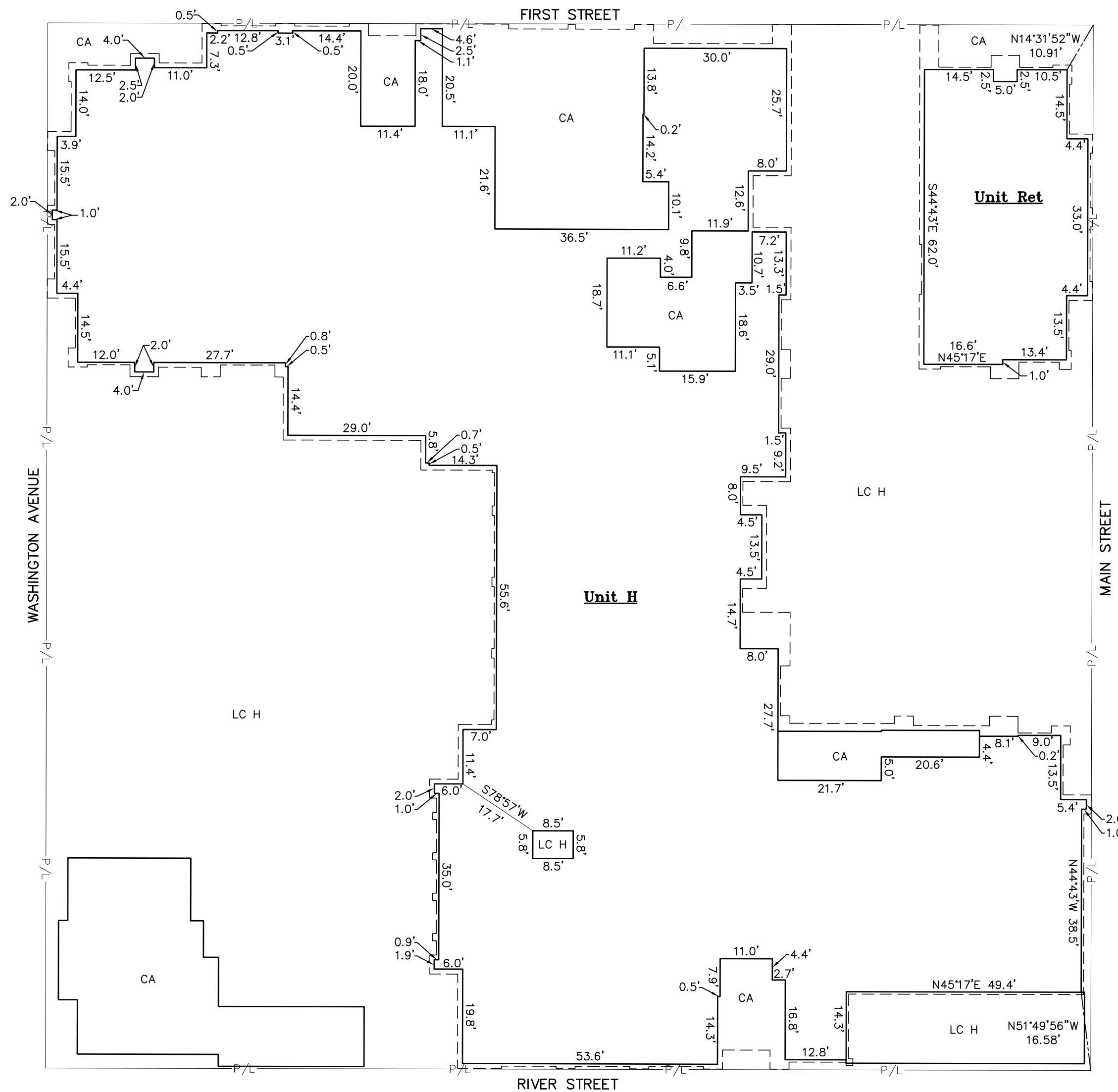
151 SOUTH MAIN
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GALENA ENGINEERING, INC.
HAILEY, IDAHO
SHEET 2 OF 8
Job# 5633-05

151 SOUTH MAIN HOTEL & RESIDENCES

FIRST FLOOR UNIT LAYOUT



SCALE: 1" = 20'



LEGEND

- P/L Property Boundary
- Building Outline
- Unit Outline
- Unit Tie
- CA Common Area
- LC H Limited Common to Unit H

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FIRST FLOOR LEVEL

Scale: 1" = 20'

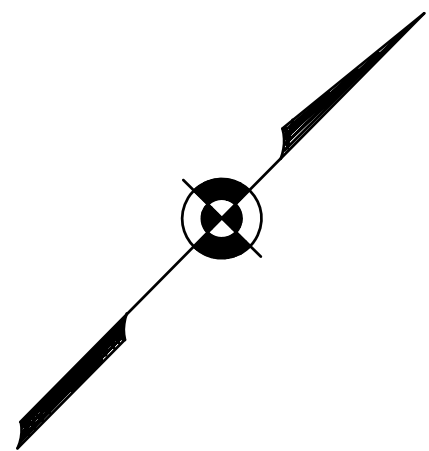
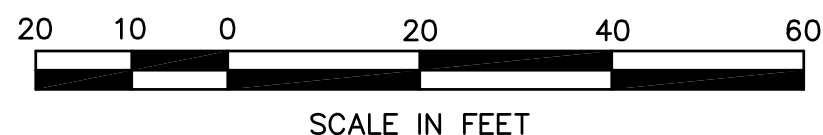
THE FINISHED FLOOR ELEVATION OF THE UNITS ON THE FIRST FLOOR IS 5832.0'
THE CEILING ELEVATION OF THE UNITS ON THE FIRST FLOOR IS 5846.0'

Brian D. Yeager, P.L.S. 13260

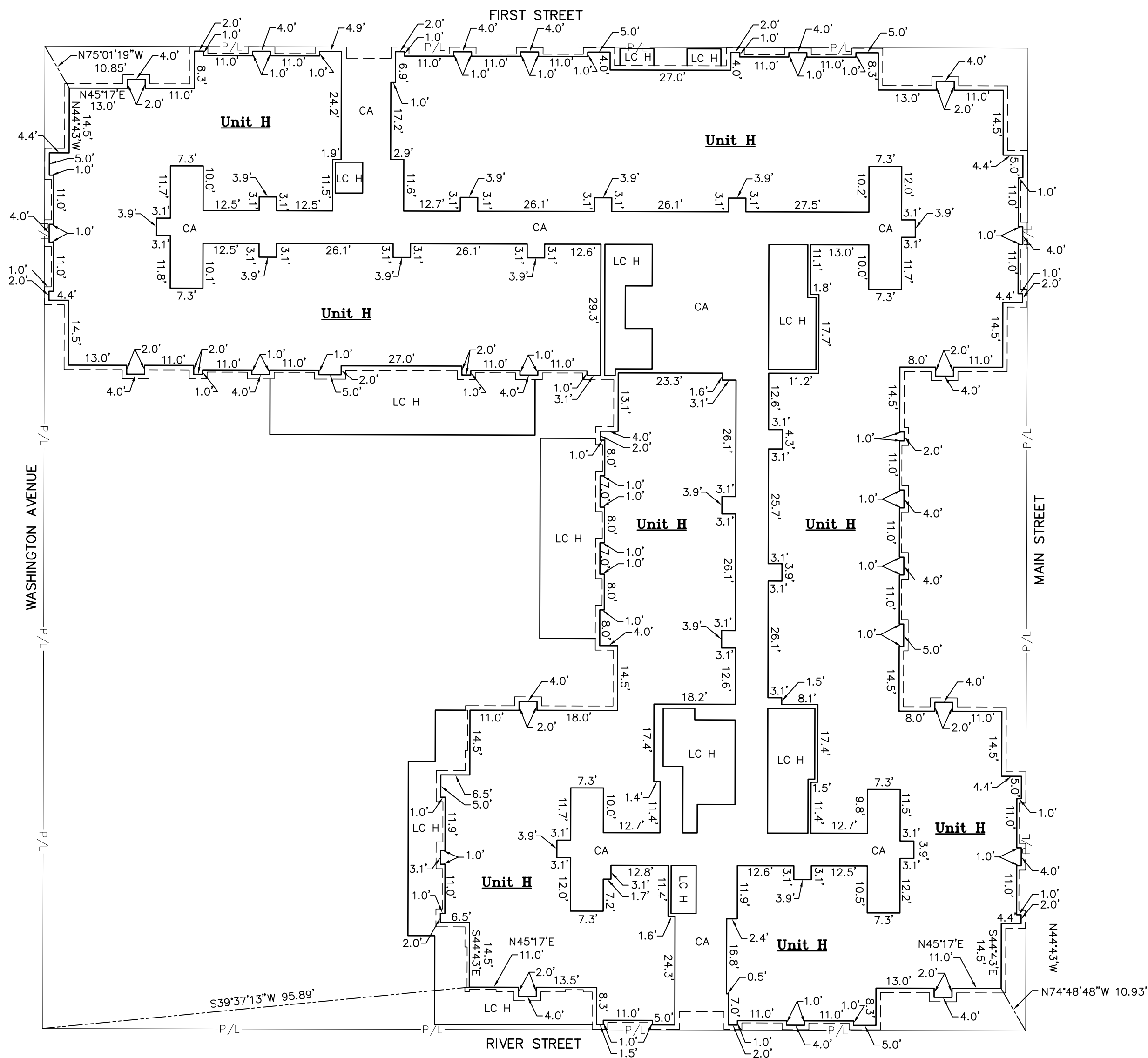
151 SOUTH MAIN
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GALENA ENGINEERING, INC.
HAILEY, IDAHO
SHEET 3 OF 8
Job# 5633-05

151 SOUTH MAIN HOTEL & RESIDENCES

SECOND FLOOR UNIT LAYOUT



SCALE: 1" = 20'



LEGEND

- P/L Property Boundary
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- Unit Outline
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SECOND FLOOR LEVEL

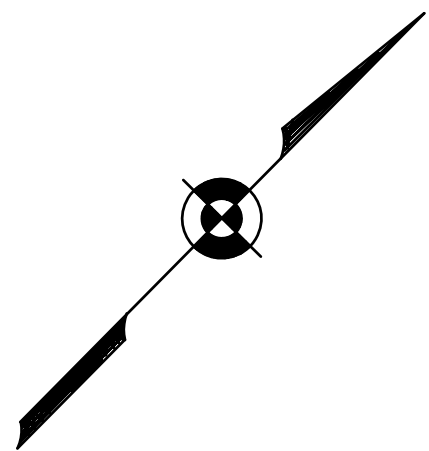
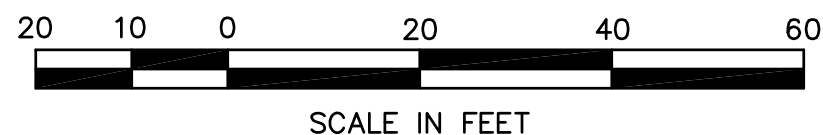
Scale: 1" = 20'

THE FINISHED FLOOR ELEVATION OF THE UNITS ON THE SECOND FLOOR IS 5850.0'
 THE CEILING ELEVATION OF THE UNITS ON THE SECOND FLOOR IS 5858.0'

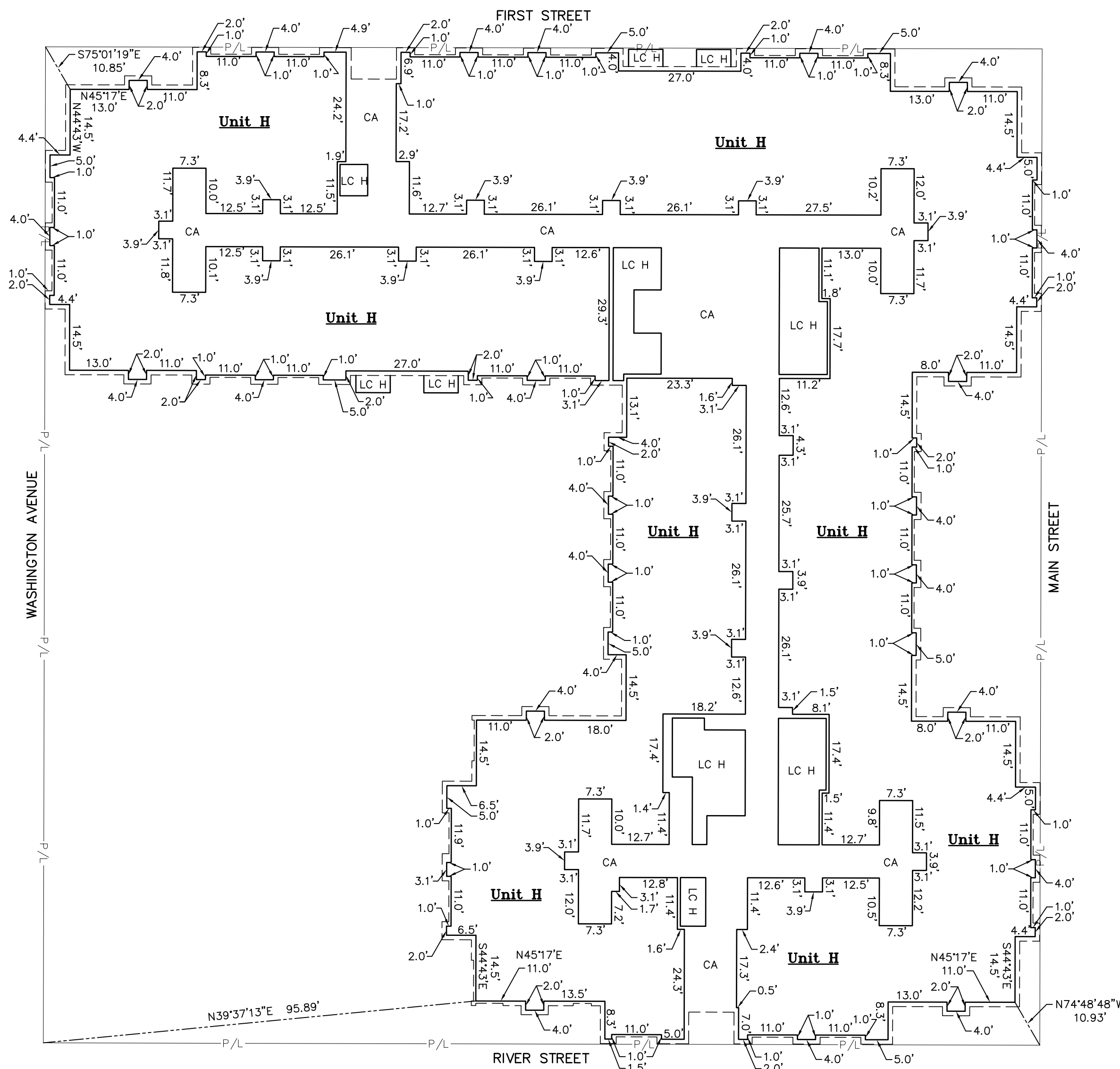
151 SOUTH MAIN
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 GALENA ENGINEERING, INC.
 HAILEY, IDAHO
 SHEET 4 OF 8
 Job# 5633-05

151 SOUTH MAIN HOTEL & RESIDENCES

THIRD FLOOR UNIT LAYOUT



SCALE: 1" = 20'



LEGEND

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THIRD FLOOR LEVEL

Scale: 1" = 20'

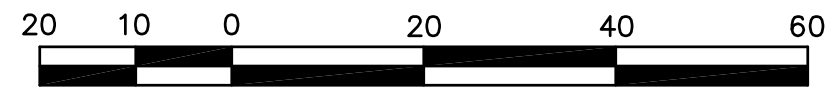
THE FINISHED FLOOR ELEVATION OF THE UNITS ON THE THIRD FLOOR IS 5860.0'
THE CEILING ELEVATION OF THE UNITS ON THE THIRD FLOOR IS 5868.5'

Brian D. Yeager, P.L.S. 13260

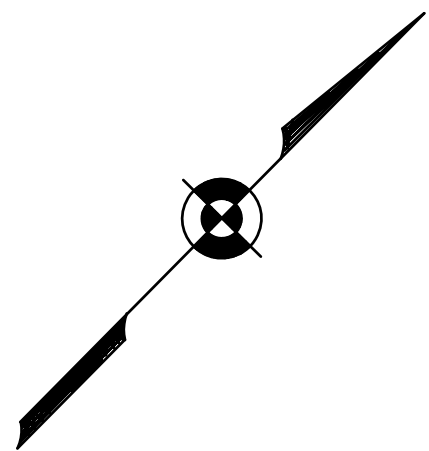
151 SOUTH MAIN
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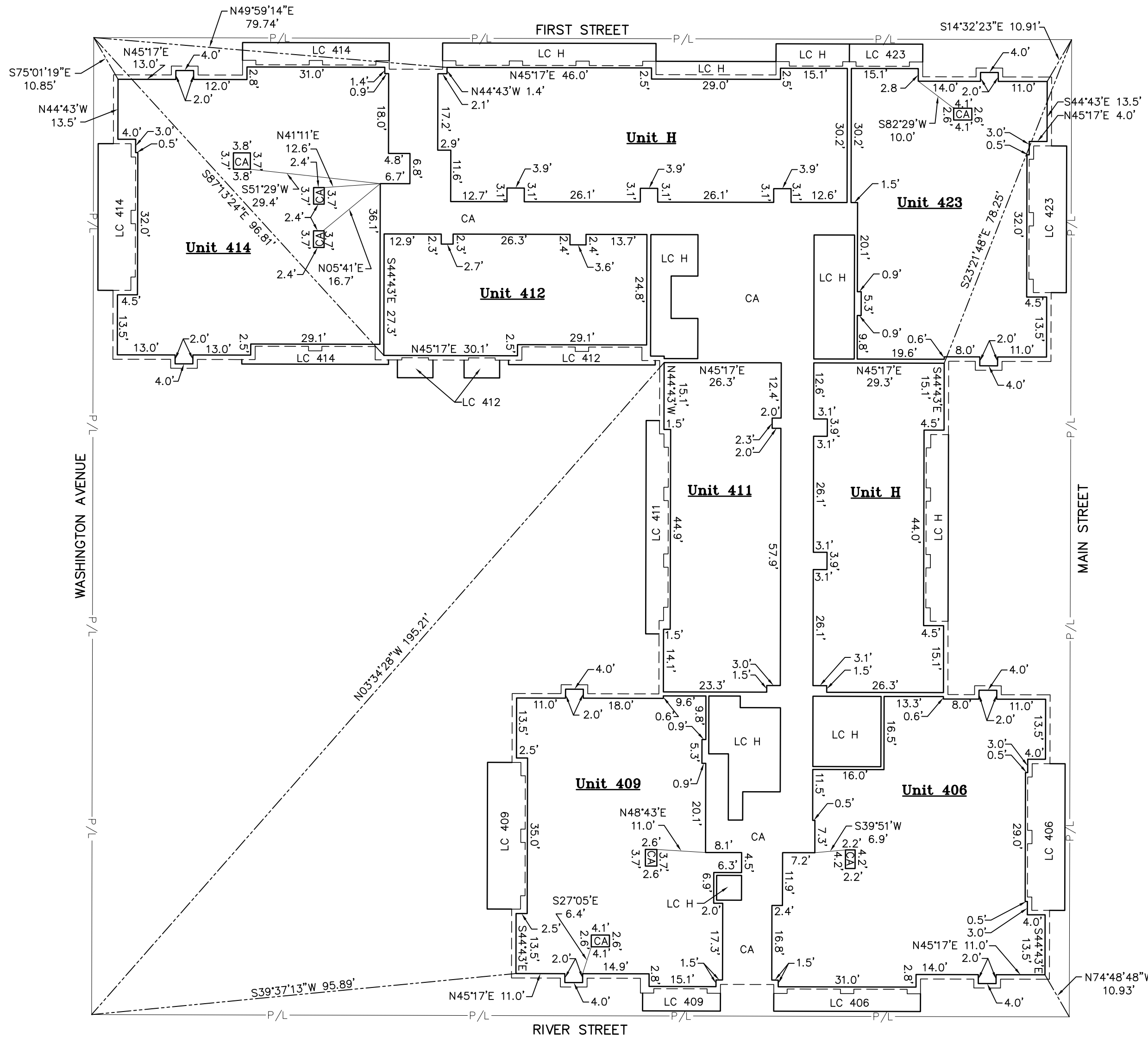
FOURTH FLOOR UNIT LAYOUT



SCALE IN FEET



SCALE: 1" = 20'



LEGEND

- P/L Property Boundary
- Building Outline
- Unit Outline
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FOURTH FLOOR LEVEL

Scale: 1" = 20'

THE FINISHED FLOOR ELEVATION OF THE UNITS ON THE FOURTH FLOOR IS 5871.5'
THE CEILING ELEVATION OF THE UNITS ON THE FOURTH FLOOR IS 5880.0'

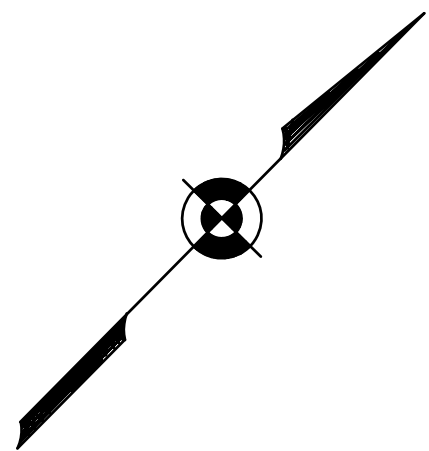
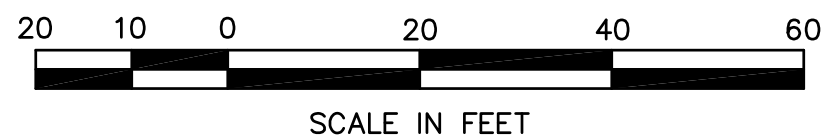
Brian D. Yeager, P.L.S. 13260

151 SOUTH MAIN
HOTEL & RESIDENCES
GALENA ENGINEERING, INC.
HAILEY, IDAHO

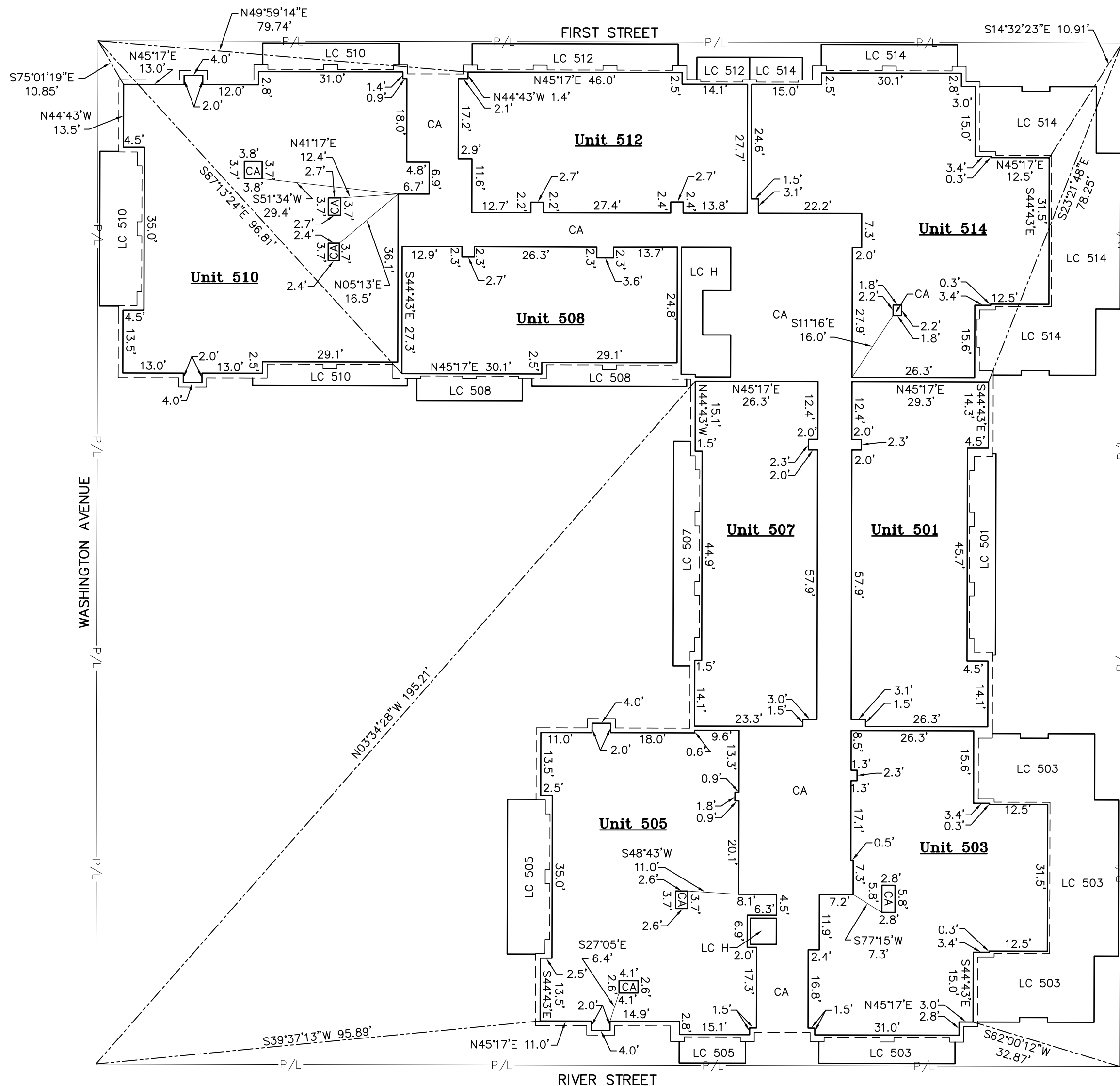
SHEET 6 OF 8
Job# 5633-05

151 SOUTH MAIN HOTEL & RESIDENCES

FIFTH FLOOR UNIT LAYOUT



SCALE: 1" = 20'



LEGEND

— P/L	Property Boundary
—	Building Outline
—	Unit Outline
—	Unit Tie
CA	Common Area
LC H	Limited Common to Unit H

NOTES

1. IN INTERPRETING THE DECLARATION, PLAT OR PLATS, AND DEEDS, THE EXISTING PHYSICAL BOUNDARIES OF THE UNIT AS ORIGINALLY CONSTRUCTED, OR RECONSTRUCTED IN LIEU THEREOF, SHALL BE CONCLUSIVELY PRESUMED TO BE ITS BOUNDARIES RATHER THAN THE METES AND BOUNDS EXPRESSED OR DEPICTED IN THE DECLARATION, PLAT OR PLATS, AND/OR DEEDS, REGARDLESS OF SETTLING OR LATERAL MOVEMENT OF THE BUILDING AND REGARDLESS OF MINOR VARIANCES BETWEEN BOUNDARIES SHOWN IN THE DECLARATION, PLAT OR PLATS, AND/OR DEEDS, AND THE ACTUAL BOUNDARIES OF THE UNITS IN THE BUILDINGS.
2. HORIZONTAL OR SLOPING PLANES SHOWN HEREON ARE TOP OF FINISHED SUBFLOOR AND BOTTOM OF FINISHED CEILING; VERTICAL PLANES ARE FINISHED SURFACES OF INTERIOR WALLS. SOME STRUCTURAL MEMBERS EXTEND INTO UNITS, LIMITED COMMON AREAS AND PARKING SPACES.
3. DIMENSIONS SHOWN HEREON WILL BE SUBJECT TO SLIGHT VARIATIONS, OWING TO NORMAL CONSTRUCTION TOLERANCES.
4. CONSULT THE CONDOMINIUM DECLARATIONS FOR THE DEFINITION OF COMMON AND LIMITED COMMON AREA.
5. ALL AREA OUTSIDE OF UNITS THAT IS NOT DESIGNATED AS LIMITED COMMON IS COMMON AREA. AREAS OF "COMMON" OR "LIMITED COMMON" ARE SHOWN BY DIAGRAM.
6. BUILDING TIES ARE TO THE INTERIOR CORNERS OF UNIT WALLS.
7. UTILITY EASEMENTS NECESSARY TO ALLOW FOR ACCESS AND MAINTENANCE OF UTILITIES SERVING UNITS OTHER THAN THE UNIT THEY ARE LOCATED IN ARE HEREBY GRANTED BY THIS PLAT.

FIFTH FLOOR LEVEL

Scale: 1" = 20'

THE FINISHED FLOOR ELEVATION OF THE UNITS ON THE FOURTH FLOOR IS 5871.5'
 THE CEILING ELEVATION OF THE UNITS ON THE FOURTH FLOOR IS 5880.0'

Brian D. Yeager, P.L.S. 13260

151 SOUTH MAIN
 HOTEL & RESIDENCES
 GALENA ENGINEERING, INC.
 HAILEY, IDAHO
 SHEET 7 OF 8
 Job# 5633-05

CERTIFICATE OF OWNERSHIP

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

A parcel of land located within Section 18, Township 4 North, Range 18 East, Boise Meridian, City of Ketchum, Blaine County, Idaho, more particularly described as follows:

Lot 1A, Block 20, Ketchum Townsite

It is their intention to create a Project, including said real property, in this Condominium Plat. The owners also hereby certify that they consent to the recordation of documents pursuant to Chapter 15, Title 55 of Idaho Code and that this plat complies with Idaho Code 50-1334. All units in this Condominium Project shall receive domestic water from an existing system and the City of Ketchum has agreed in writing to serve this Condominium Project.

The easements indicated hereon are not dedicated to the public, but the right to use said easements is hereby reserved for the public utilities and for any other uses indicated hereon and no permanent structures are to be erected within the lines of said easements.

The Condominium Declaration of Covenants, Conditions and Restrictions governing this Condominium Project are recorded in the office of the Blaine County Recorder under Instrument Number _____.

Limelight Ketchum L.L.C. a Delaware Limited Liability Company

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss

On this _____ day of _____, 2016, before me, a Notary Public in and for said State, personally appeared _____, known or identified to me to be a member of the limited liability company that executed the foregoing instrument, and acknowledged to me that such limited liability company executed the same.

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

Notary Public in and for said State
Residing in _____
My Commission Expires _____

SURVEYOR'S CERTIFICATE

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

Brian D. Yeager, P.L.S. 13260

BLAINE COUNTY SURVEYOR'S APPROVAL

I, Sam Young, County Surveyor for Blaine County, Idaho, do hereby certify that I have checked the foregoing Plat and computations for making the same and have determined that they comply with the laws of the State of Idaho relating to Plats, Surveys and Condominiums.

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

KETCHUM CITY ENGINEER'S APPROVAL

The foregoing condominium plat was approved by _____, City Engineer for the City of Ketchum on this _____ day of _____, 2016.

City Engineer

KETCHUM CITY COUNCIL'S APPROVAL

The foregoing condominium plat was approved by the City Council of Ketchum on this on this _____ day of _____, 2016.

City Clerk

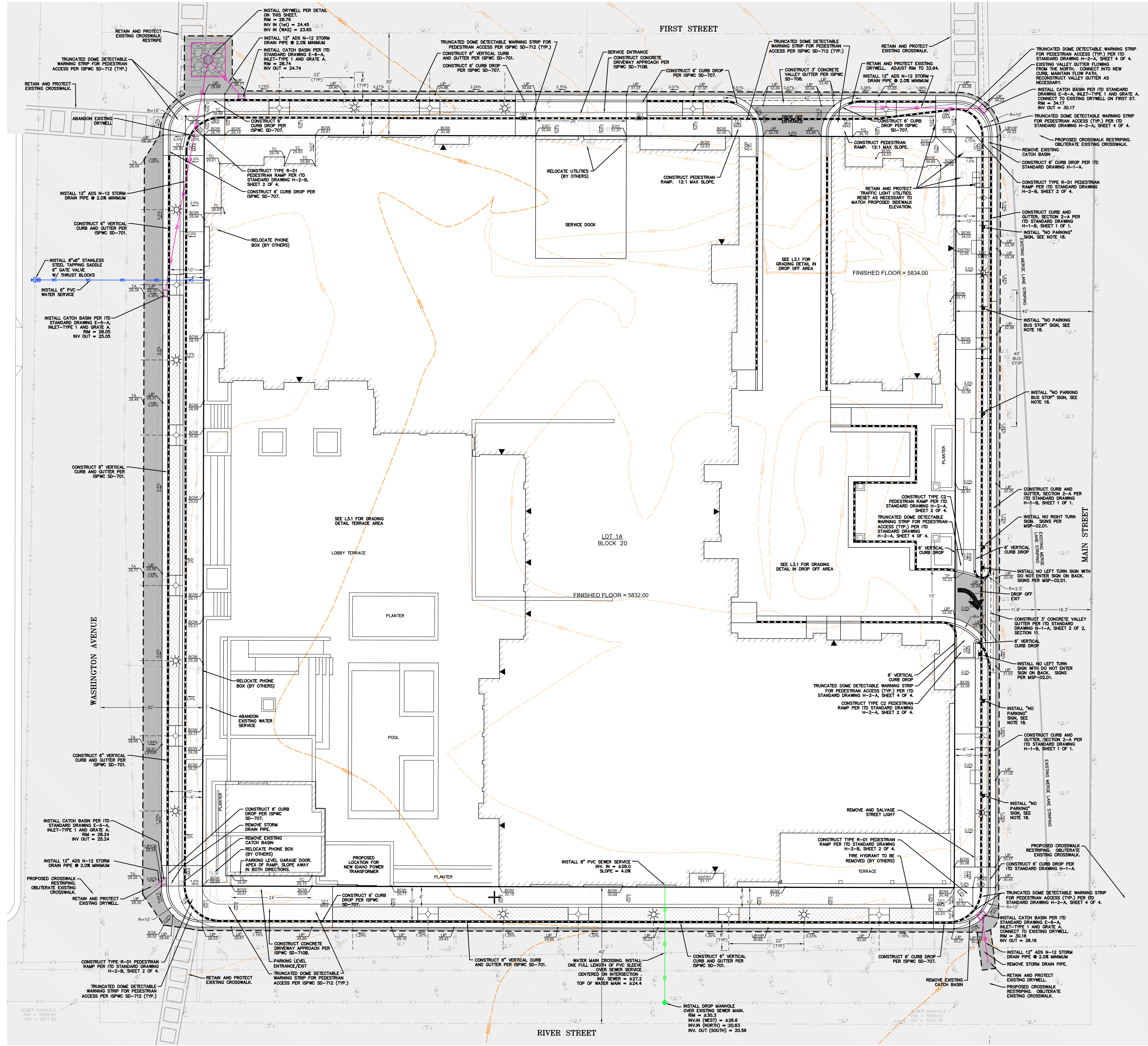
BLAINE COUNTY TREASURER'S APPROVAL

I, the undersigned County Treasurer in and for Blaine County, State of Idaho per the requirements of Idaho Code 50-1308, do hereby certify that any and all current and/or delinquent property taxes for the property included in this condominium project have been paid in full. This certification is valid for the next thirty (30) days only.

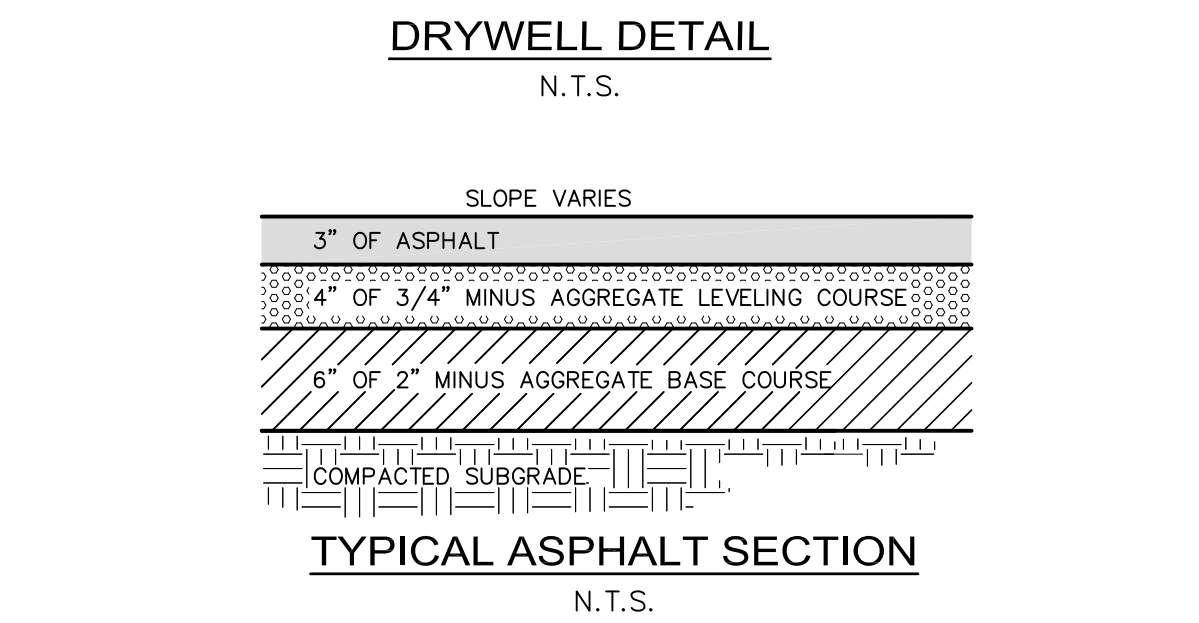
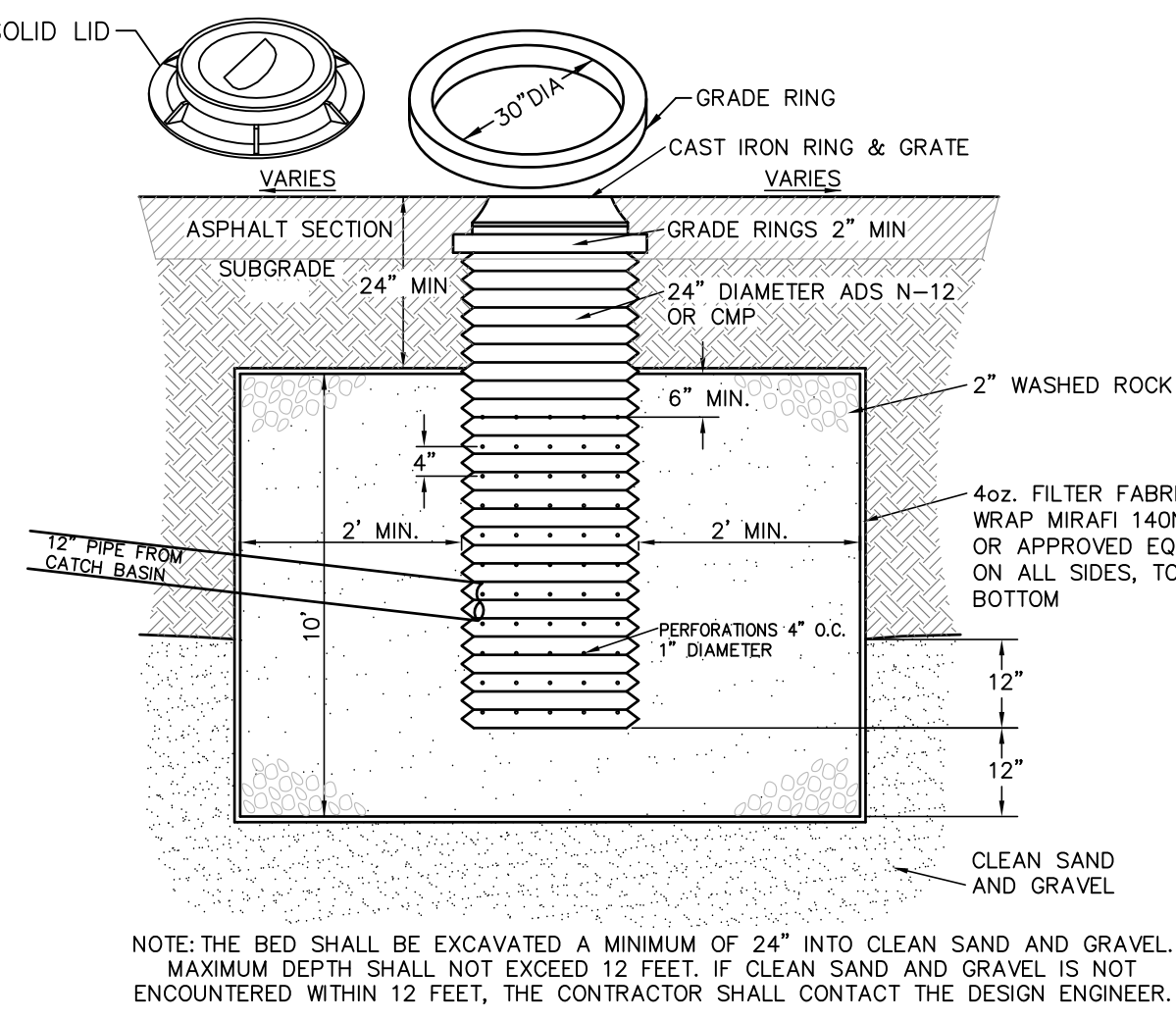
Date

Blaine County Treasurer

BLAINE COUNTY RECORDER'S CERTIFICATE

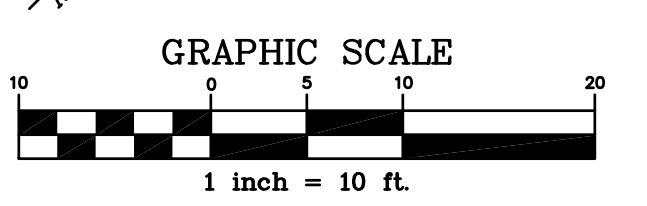


- NOTES**
- ALL CONSTRUCTION WITHIN THE CITY OF KETCHUM RIGHT OF WAY SHALL BE IN CONFORMANCE WITH THE MOST CURRENT EDITION OF "IDAH0 STANDARDS FOR PUBLIC WORKS CONSTRUCTION" (ISPCW) AND THE CITY OF KETCHUM STANDARD DRAWINGS AND SPECIFICATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND KEEPING A COPY OF THE PREVIOUSLY MENTIONED STANDARDS ON SITE DURING CONSTRUCTION.
 - ALL CONSTRUCTION WITHIN THE HIGHWAY RIGHT OF WAY SHALL BE IN CONFORMANCE WITH THE MOST CURRENT EDITION OF THE IDAH0 TRANSPORTATION DEPARTMENT STANDARD DRAWINGS AND SPECIFICATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND KEEPING A COPY OF THE PREVIOUSLY MENTIONED STANDARDS ON SITE DURING CONSTRUCTION.
 - THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN ON THE PLANS IN AN APPROXIMATE WAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING EXISTING UTILITIES DURING THE CONSTRUCTION. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH RESULT FROM HIS FAILURE TO ACCURATELY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. CONTRACTOR SHALL CALL DIGLINE (1-800-342-1585) AND APPROPRIATE UTILITY OWNERS TO LOCATE ALL EXISTING UNDERGROUND UTILITIES.
 - THE CONTRACTOR SHALL CLEAN UP THE SITE AFTER CONSTRUCTION SO THAT IT IS IN A CONDITION EQUAL TO OR BETTER THAN THAT WHICH EXISTED PRIOR TO CONSTRUCTION.
 - THE CONTRACTOR SHALL BE REQUIRED TO OBTAIN ALL THE NECESSARY PERMITS PRIOR TO CONSTRUCTION IF NOT ALREADY OBTAINED BY THE OWNER.
 - ALL CLEARING & GRUBBING SHALL CONFORM TO ISPCW SECTION 201.
 - ALL EXCAVATION & EMBANKMENT SHALL CONFORM TO ISPCW SECTION 202. EXCAVATED SUBGRADE SHALL BE COMPACTED AND ALL UNSUITABLE SECTIONS REMOVED AND REPLACED WITH STRUCTURAL FILL AS DETERMINED BY THE ENGINEER. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 95% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99 OR ITD T-91.
 - ALL 2" MINUS GRAVEL SHALL CONFORM TO ISPCW 802, TYPE II (ITD STANDARD 703.0.4, 2"). SHALL BE PLACED IN CONFORMANCE WITH ISPCW SECTION 801 AND COMPACTED PER SECTION 202. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 90% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99.
 - ALL 3/4" MINUS CRUSHED GRAVEL SHALL CONFORM TO ISPCW 802, TYPE I (ITD STANDARD 703.0.4, 3/4" B). SHALL BE PLACED IN CONFORMANCE WITH ISPCW SECTION 801 AND COMPACTED PER SECTION 202. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 95% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99 OR ITD T-91.
 - ALL ASPHALTIC CONCRETE PAVEMENT WORK SHALL CONFORM TO ISPCW SECTION(S) 805, 810, AND 811 FOR CLASS B PAVEMENT. ASPHALT AGGREGATE SHALL BE 1/2" (13MM) NOMINAL SIZE CONFORMING TO TABLE 803B IN ISPCW SECTION 805. ASPHALT BINDER SHALL BE PG 58-28 CONFORMING TO TABLE A-1 IN ISPCW SECTION 805.
 - ALL EDGES OF EXISTING ASPHALT PAVING SHALL BE SAW CUT 1/2" TO PROVIDE A CLEAN PAVEMENT EDGE FOR MATCHING. NO WHEEL CUTTING SHALL BE ALLOWED.
 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING TRAFFIC CONTROL PER MUTCD STANDARDS AND THE ATTACHED TRAFFIC CONTROL PLAN.
 - ALL CONCRETE FORM WORK SHALL CONFORM TO ISPCW SECTION 701 AND 703. ALL CONCRETE SHALL BE 3,000 PSI MINIMUM, 28 DAY, AS DEFINED IN ISPCW SECTION 703, TABLE 1.C.
 - ALL TRENCH WORK SHALL CONFORM TO ISPCW SECTION 300. TRENCHES SHALL BE BACKFILLED AND COMPACTED TO A MINIMUM OF 95% OF MAXIMUM DENSITY AS DETERMINED BY ASTM D-698, AT A UNIFORM MOISTURE CONTENT.
 - ALL GRAVITY SEWER WORK SHALL CONFORM TO ISPCW SECTION 500. SEWER SERVICE PIPE AND FITTINGS SHALL CONFORM TO ASTM D3034, SDR35 STANDARDS. THE SEWER SERVICE SHALL BE BEDDED WITH 1" MAXIMUM IMPORTED BEDDING MATERIAL TO A DEPTH OF 4" UNDER THE PIPE AND 6" OVER THE PIPE. THE SEWER SERVICE SHALL BE PRESSURE TESTED ACCORDING TO ISPCW SECTION 501.3.4.
 - THE WATER SERVICE SHALL BE CONSTRUCTED IN CONFORMANCE WITH THE DETAIL SHOWN IN THE DRAWINGS. ALL SERVICE PIPE SHALL BE ULTRA-HIGH MOLECULAR POLYETHYLENE PIPE CONFORMING TO ASTM D2239, DESIGNATION P.E. 3408 IRON PIPE SIZE. WATER SERVICE PIPE SHALL BE BEDDED 4" UNDER PIPE AND 6" OVER PIPE WITH 1" MAXIMUM IMPORTED BEDDING MATERIAL.
 - ALL NO PARKING AREAS TO HAVE TOP OF CURB AND FACE OF CURB PAINTED RED.
 - TRAFFIC SIGNING TO BE MOUNTED ON 1/2 GAUGE 2"x2" SQUARE TUBING SET IN A 2-1/2"x2-1/2" SQUARE TUBING (3/16" THICKNESS) EMBEDDED IN 8" SQUARE x 2" DEEP CONCRETE FOOTING. 7" CLEARANCE FROM THE BOTTOM OF SIGN TO GRADE. SIGNS PER MUTCD.



LEGEND

	PROPERTY BOUNDARY		PROPOSED ENTRY LOCATION
	RIGHT-OF-WAY CENTERLINE		EXISTING SANITARY SEWER MANHOLE
	EXISTING 8" SEWER MAIN		EXISTING SEWER SERVICE CLEANOUT
	PROPOSED SEWER SERVICE		PROPOSED SANITARY SEWER MANHOLE
	EXISTING SEWER SERVICE		EXISTING LIGHT
	EXISTING STORM DRAIN		EXISTING TRAFFIC LIGHT
	PROPOSED STORM DRAIN		EXISTING POWER BOX
	EXISTING BURIED TELEVISION CABLE		EXISTING TELEPHONE BOX
	EXISTING GAS MAIN		EXISTING GAS METER
	EXISTING BURIED POWER LINE		EXISTING TRAFFIC SIGNAL BOX
	EXISTING BURIED PHONE LINE		EXISTING WATER VALVE BOX
	EXISTING 8" WATER MAIN		EXISTING WATER VALVE BOX
	EXISTING 4" WATER MAIN		EXISTING FIRE HYDRANT
	PROPOSED WATER SERVICE		EXISTING DRY WELL
	EXISTING DOUBLE YELLOW STRIPING		EXISTING CATCH BASIN
	PROPOSED CROSSWALK		EXISTING WATER SERVICE
	EXISTING CROSSWALK		PROPOSED CATCH BASIN
	PROPOSED CONCRETE VERTICAL CURB		PROPOSED SPOT ELEVATION
	PROPOSED ASPHALT SAWCUT LINE		PROPOSED GRADE
	PROPOSED CONCRETE VERTICAL CURB AND GUTTER		EXISTING SPOT ELEVATION
	PROPOSED CONCRETE (6"x6" SCORE PATTERN), SEE LANDSCAPE ARCHITECT PLAN FOR DETAIL		EXISTING GRADE
	PROPOSED CONCRETE (2"x2" SCORE PATTERN), SEE LANDSCAPE ARCHITECT PLAN FOR DETAIL		TRUNCATED DOME DETECTABLE WARNING STRIP FOR PEDESTRIAN ACCESS
	PROPOSED ASPHALT		PROPOSED TREE GRATE, SEE LANDSCAPE ARCHITECT PLAN FOR DETAIL
	EXISTING ASPHALT		PROPOSED STREET LIGHT, SEE LANDSCAPE ARCHITECT PLAN FOR DETAIL
	PROPOSED BUILDING		PROPOSED SIGN
	EXISTING BUILDING		FUTURE GRADE
	EXISTING 5' CONTOUR INTERVAL		LP LIP OF GUTTER
	EXISTING 1' CONTOUR INTERVAL		HP HIGH POINT
			LP LOW POINT
			BOW BACK OF WALK
			EOC EDGE OF CONCRETE
			FF FINISHED FLOOR
			TP TOP OF PAVERS
			TC TOP OF CONCRETE



**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS
FOR
151 SOUTH MAIN HOTEL & RESIDENCES**

DRAFT

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR 151 SOUTH MAIN HOTEL & RESIDENCES**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "*Declaration*") dated for reference purposes _____, 2016, shall be effective upon recordation in the office of the Recorder in Blaine County, Idaho. This Declaration is made by Limelight Ketchum, LLC, a Delaware limited liability company (the "*Declarant*"). Declarant is the owner of certain real property in the City of Ketchum, Blaine County, Idaho more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "*Property*"). Declarant hereby makes the following grants, submissions, and declarations:

ARTICLE 1. IMPOSITION OF COVENANTS

Section 1.1 Purpose. The purpose of this Declaration is to create a mixed use hotel/retail/residential condominium project known as 151 South Main Hotel & Residences (the "*Project*") by submitting the Property to the condominium form of ownership and use pursuant to the Idaho Condominium Act, Idaho Code §§ 55-1501 *et seq.*, as amended and supplemented from time to time (the "*Act*"). The Project shall be a combination hotel and residential project consisting of: (a) a commercial hotel unit including ninety-nine (99) hotel rooms and suites, a restaurant and bar, recreational facilities and retail space; (b) a single commercial unit for retail sales; and (c) fourteen (14) residential units, all as determined by Declarant.

Section 1.2 Intention of Declarant. Declarant desires to protect the value and desirability of the Project, to further a plan for the improvement, lease, sale and ownership of the Units in the Project, to create a harmonious and attractive development and to promote and safeguard the health, comfort, safety, convenience, and welfare of the Owners of Units in the Project.

Section 1.3 Declaration. To accomplish the purposes and intentions recited above, Declarant hereby submits the Property, together with all improvements, appurtenances, and facilities relating to or located on the Property now and in the future, to condominium ownership under the Act, and hereby imposes upon all of the Property the covenants, conditions, restrictions, easements, reservations, rights-of-way, and other provisions of this Declaration, and Declarant hereby declares that all of the Property shall be held, sold, conveyed, encumbered, leased, rented, occupied, and improved subject to the provisions of this Declaration.

Section 1.4 Covenants Running With the Land. All provisions of this Declaration shall be deemed to be covenants running with the land, or as equitable servitudes, as the case may be. The benefits, burdens, and other provisions contained in this Declaration shall be binding upon and shall inure to the benefit of Declarant, all Unit Owners, and their respective heirs, executors, administrators, personal representatives, successors, and assigns.

ARTICLE 2. DEFINITIONS

The following words, when used in this Declaration, shall have the meanings designated below unless the context expressly requires otherwise:

Section 2.1 "Act" means the Idaho Condominium Act as defined in Section 1.1 hereof. In the event the Act is repealed, the Act, on the effective date of this Declaration, shall remain applicable to this Declaration.

Section 2.2 "Allocated Interests" means the undivided interest in the Common Elements and the Common Expense Liability and the votes in the Association allocated to each of the Units in the Project. The formulas used to establish the Allocated Interests are described in Article 4. The Allocated Interests for each Unit are set forth on Exhibit B.

Section 2.3 "Articles of Incorporation" means the Articles of Incorporation of 151 South Main Hotel & Residences Owners' Association as filed with the Idaho Secretary of State, a copy of which is attached hereto as Exhibit C.

Section 2.4 "Assessments" means the annual, special and default Assessments, if any, levied pursuant to this Declaration.

Section 2.5 "Association" means the 151 South Main Hotel & Residences Owners' Association, Inc., an Idaho nonprofit corporation, and its successors and assigns.

Section 2.6 "Board of Directors" or "Board" means the governing body of the Association, as provided in this Declaration and in the Articles of Incorporation and Bylaws of the Association and in the Act.

Section 2.7 "Bylaws" means any instruments, however denominated, which are adopted by the Association for the regulation and management of the Association, including the amendments thereto, copies of which are attached hereto as Exhibit D.

Section 2.8 “Common Area” or “Common Elements” means all of the Project, other than the Units, but including, without limiting the generality of the foregoing, the following components:

(a) the Property; and

(b) the Improvements (including, but not by way of limitation, the foundations, columns, girders, beams, supports, perimeter and supporting walls, chimneys, chimney chases, roofs, balconies, windows, entrances and exits, and the mechanical installations of the Improvements consisting of the equipment and materials making up any central services such as power, light, gas, hot and cold water, sewer, cable television, and heating and central air conditioning which exist for use by one or more of the Unit Owners, including the pipes, vents, ducts, flues, cable conduits, wires, telephone wire, and other similar utility installations used in connection therewith), whether located exclusively within the boundaries any Unit or Units or not, except for the Units; and

(c) corridors, elevators, and stair towers; and

(d) the yards, sidewalks, walkways, paths, grass, shrubbery, trees, driveways, roadways, plaza, parking garage and parking areas, and related facilities upon the Property; and

(d) the pumps, tanks, motors, fans, storm drainage structures, compressors, ducts, and, in general, all apparatus, installations, and equipment of the Improvements existing for use of one or more of the Unit Owners; and

(e) in general, all other parts of the Project designated by Declarant as Common Elements and existing for the use of one or more of the Unit Owners.

The Common Elements shall be owned by the Unit Owners of the separate Units, each Unit Owner of a Unit having an undivided interest in the Common Elements as allocated in Exhibit B.

Section 2.9 “Common Expenses Liability” means the liability for Common Expenses allocated to each Unit pursuant to this Declaration.

Section 2.10 "Common Expenses" means expenditures made or liabilities incurred by or on behalf of the Association, together with any allocations to reserves, including, without limiting the generality of the foregoing, the following items:

- (a) expenses of administration, insurance, operation, and management, repair or replacement of the Common Elements except to the extent such repairs and replacements are responsibilities of a Unit Owner as provided in this Declaration;
- (b) expenses declared Common Expenses by the provisions of this Declaration or the Bylaws;
- (c) all sums lawfully assessed against the Units by the Board of Directors;
- (d) expenses agreed upon as Common Expenses by the members of the Association;
- (e) expenses provided to be paid pursuant to any Management Agreement; and
- (f) personal property associated with the Common Area.

Section 2.11 "Costs of Enforcement" means all monetary fees, fines, late charges, interest, expenses, costs, including receiver's and appraiser's fees, and reasonable attorneys' fees and disbursements, including legal assistants' fees, incurred by the Association in connection with the collection of Assessments or in connection with the enforcement of the terms, conditions and obligations of the Project Documents.

Section 2.12 "Declarant" means Limelight Ketchum, LLC, a Delaware limited liability company, its successors and assigns.

Section 2.13 "Declaration" means this Declaration, together with any supplement or amendment to this Declaration, and any other recorded instrument however denominated that exercises a Development Right, executed by Declarant and recorded in the Records. The term Declaration includes all Plats recorded with this Declaration and all amendments to the Declaration and supplements to the Plats without specific reference thereto.

Section 2.14 "Deed" means each initial Special Warranty, Warranty or Grant Deed recorded after the date hereof by which Declarant conveys a Unit.

Section 2.15 "Eligible First Mortgagee" means a First Mortgagee that has notified the Association in writing of its name and address and status as a First Mortgagee and has requested that it receive notices provided for in Article 19 entitled "Mortgagee Protections".

Section 2.16 "First Mortgagee" means a holder of a Security Interest in a Unit that has priority over all other Security Interests in the Unit.

Section 2.17 "Hotel Unit" means Unit H as depicted on the Plat.

Section 2.18 "Improvement(s)" means the building(s) (including all fixtures and improvements contained within it) located on the Property in which Units or Common Elements are located.

Section 2.19 "Limited Common Elements" means those parts of the Common Elements that are limited to and reserved for the use in connection with one or more, but fewer than all, of the Units. Without limiting the foregoing, the Limited Common Elements shall include the common or party wall shared by adjoining Units which are owned by the same Person, any window, patio or deck door, balcony, deck, patio, courtyard or porch appurtenant to and accessible only from a Unit, any shutters, awnings, window boxes, doorsteps, stoops, porch, balcony or patio designated or designed to serve a single Unit but located outside the Unit's boundaries, storage spaces and parking spaces outside Units designated as Limited Common Elements in this Declaration or on the Plat, if any. 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 Unit, any portion thereof serving that Unit is a Limited Common Element allocated solely to that Unit, and any portion thereof serving more than one Unit or any portion of the Common Elements is a part of the Common Elements. Limited Common Elements also include any portion of the Common Elements allocated by this Declaration or on the Plat as Limited Common Elements. All Limited Common Elements shall be used in connection with the appurtenant Unit(s) to the exclusion of the use thereof by the other Unit Owners, except by invitation. Subject to the Association's overall responsibility for maintenance of the Limited Common Elements, each Unit Owner shall be responsible for routine care and cleaning of the walls, ceilings and floors of any balcony, patio or of any other Limited Common Elements appurtenant to and accessible only from the Unit Owner's Unit, and for keeping the same in a clean, sanitary, and attractive condition. Extraordinary maintenance and renovations of the Limited Common Elements shall require the prior written approval of the Association or shall be performed by the Association. No reference to Limited Common Elements need be made in any instrument of conveyance or encumbrance in order to convey or encumber the Limited Common Elements appurtenant to a Unit.

Limited Common Elements may be classified as "Hotel Limited Common Elements", "Retail Limited Common Elements" or "Residential Limited Common Elements." The designation as a Residential Limited Common Elements means the area so designated shall be used by all Residential Unit Owners in common, to the exclusion of the Hotel Unit Owner and the Retail Unit Owner. Hotel Limited Common Elements include, without limitation, the porte-cochere and exterior plaza on the ground level of the Project.

Section 2.20 "Majority of Owners" means a majority (or any greater percentage that may be specifically required for a particular action or authorization by the terms of this Declaration) of the total **voting power** of the members of the Association.

Section 2.21 "Management Agreement" means any contract or arrangement entered into for purposes of discharging the responsibilities of the Board of Directors relative to the operation, maintenance, and management of the Project.

Section 2.22 "Managing Agent" means a person, firm, corporation or other entity employed or engaged as an independent contractor pursuant to a Management Agreement to perform management services for the Association.

Section 2.23 "Occupant" means any member of a Residential Unit Owner's family or a Unit Owner's guests, invitees, tenants, employees, or licensees who occupy a Unit or are on the Common Elements for any period of time.

Section 2.24 "Period of Declarant Control" means the maximum period of time defined and limited by Section 8.6 of this Declaration during which the Declarant may, at its option, control the Association.

Section 2.25 "Person" means an individual, association, partnership, limited liability company, corporation, trust, governmental agency, political subdivision or any combination thereof.

Section 2.26 "Plat" means that part of a Declaration that is a land survey plat as set forth in Idaho Code § 50-1301, as amended, depicts all or any portion of the Project in two dimensions, is executed by the Declarant, and is recorded in the Records.

Section 2.27 "Project" means the term as defined in Section 1.1 hereof.

Section 2.28 "Project Documents" means the basic documents creating and governing the Project, including, but not limited to, this Declaration, the Articles of

Incorporation and Bylaws, the Plat, and any procedures, Rules and Regulations included in the 151 South Main Hotel & Residences Rules, and any policies relating to the Project adopted under such documents by the Association or the Board of Directors.

Section 2.29 "Property" means that that term as defined in the introduction to this Declaration and more particularly described on Exhibit A, attached hereto.

Section 2.30 "Real Estate" means any leasehold or other estate or interest in, over, or under land, including structures, fixtures, and other improvements and interests that, by custom, usage or law, pass with the conveyance of land though not described in the contract of sale or instrument of conveyance. Real Estate includes parcels with or without Horizontal Boundaries and spaces that may be filled with air or water.

Section 2.31 "Records" means the Office of the Clerk and Recorder in Blaine County, Idaho, and each other county in which any portion of the Project is located.

Section 2.32 "Residential Unit" means Units 406, 409, 411, 412, 414, 423, 501, 503, 505, 507, 508, 510, 512 and 514 as depicted on the Plat.

Section 2.33 "Retail Unit" means Unit Ret as depicted on the Plat.

Section 2.34 "Rules and Regulations" means the rules and regulations promulgated by the Board of Directors for the management, preservation, safety, control, and orderly operation of the Project in order to effectuate the intent and to enforce the obligations set forth in the Project Documents, as amended and supplemented from time to time. Separate Rules and Regulations may apply to the different classes of Units within the Project.

Section 2.35 "Security Interest" means an interest in Real Estate or personal property created by contract or conveyance which secures payment or performance of an obligation. The terms includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, and any other consensual lien or title retention contract intended as security for an obligation. The holder of a Security Interest includes any insurer or guarantor of a Security Interest.

Section 2.36 "Special Declarant Rights" means those rights reserved by Declarant in Article 15 of this Declaration.

Section 2.37 "Unit" means a physical portion of the Project which is designated for separate ownership and the boundaries of which are described in or determined by

this Declaration. Each Unit shall be designated by a separate number, letter, address or other symbol or combination thereof that identifies only one Unit in the Project as more specifically set forth on Exhibit B. Walls, floors or ceilings designated as boundaries of a Unit in this Declaration, all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of the finished surfaces thereof are a part of the Unit and all other portions of the walls, floors or ceilings are a part of the Common Elements. Subject to Sections 2.8(b) and 2.20, all spaces, interior partitions and other fixtures and improvements within the boundaries of a Unit are a part of the Unit. A Unit may be either a Hotel Unit, a Retail Unit or a Residential Unit.

Section 2.38 "Unit Owner" or "Owner" means the Declarant or any other person who owns record title to a Unit (including a contract seller, but excluding a contract purchaser) but excluding any person having a Security Interest in a Unit unless such person has acquired record title to the Unit pursuant to foreclosure or any proceedings in lieu of foreclosure.

ARTICLE 3 - DIVISION OF PROJECT INTO CONDOMINIUM OWNERSHIP

Section 3.1 Division Into Units. The Property is hereby divided into that number of Units described in Exhibit B, as amended from time to time, each consisting of a fee simple interest in a Unit and an undivided fee simple interest in the Common Elements in accordance with the respective undivided interests in the Common Elements as set forth in Exhibit B. Such undivided interests in the Common Elements are hereby declared to be appurtenant to the respective Units. The total of the undivided interests in the Common Elements set forth in Exhibit B, shall be deemed to equal one hundred percent (100%) for purposes of this Declaration.

Section 3.2 Delineation of Unit Boundaries. The boundaries of each Unit are delineated and designated by an identifying number on the Plat, and those numbers are set forth in Exhibit B.

Section 3.3 Inseparability of Unit. Except as provided in Section 3.5 below, and in Article 15: (a) no part of a Unit or of the legal rights comprising ownership of a Unit may be partitioned or separated from any other part thereof during the period of condominium ownership prescribed in this Declaration; (b) each Unit shall always be conveyed, transferred, devised, bequeathed, encumbered, and otherwise affected only as a complete Unit; and (c) every conveyance, transfer, gift, devise, bequest, encumbrance other disposition of a Unit or any part thereof shall be presumed to be a disposition of the entire Unit, together with all appurtenant rights and interests created by law or by this Declaration, including the Unit Owner's membership in the Association.

Section 3.4 Non-Partitionability of Common Elements. The Common Elements shall be owned in common by all of the Unit Owners and shall remain physically undivided, and no Unit Owner shall bring any action for partition or division of the Common Elements. By acceptance of a deed or other instrument of conveyance or assignment to a Unit, each Unit Owner shall be deemed to have specifically waived such Unit Owner's right to institute or maintain a partition action or any other cause of action designed to cause a division of the Common Elements, and this Section may be pleaded as a bar to the maintenance of such an action. Any Unit Owner who shall institute or maintain any such action shall be liable to the Association and hereby agrees to reimburse the Association for the Costs of Enforcement in defending any such action.

Section 3.5 Alterations of Units; Relocation of Boundaries Between Adjoining Units. Subject to receipt of prior written approval of the Declarant during the Period of Declarant Control and, thereafter, the Association, Unit Owner(s) shall have the right to alter their Units, and relocate boundaries between their Unit and an adjoining Unit, combine adjoining Units and alter and improve Limited Common Elements and reallocate Limited Common Elements between or among Units, subject to the provisions and requirements of this Declaration and of the Act and an appropriate reallocation of the share of Common Area Ownership and Common Expense Liability as set forth on Exhibit B. Any costs associated with replatting required to accomplish the foregoing shall be the responsibility of the Owner.

ARTICLE 4 - ALLOCATED INTERESTS

Section 4.1 Allocation of Interests. The Allocated Interests assigned to each Unit are set forth on Exhibit B. These interests have been allocated in accordance with the formulas set out in Section 4.2 below. These formulas are to be used in reallocating interests if Units are added to the Project or if Units are converted to Common Elements or Limited Common Elements.

Section 4.2 Formulas for the Allocation of Interests. The interests allocated to each Unit that are set forth on Exhibit B have been calculated by the Declarant using the following formulas:

(a) Undivided Interest in the Common Elements. The percentage of the undivided interest in the Common Elements allocated to each Unit is based on the square footage of the interior floor area of each Unit in relation to the square footage of the interior of all Units in the Project as a whole as determined by Declarant or, after the period of Declarant Control, the Association. Such percentage is to be used for tax

assessments pursuant to Section 55-1514 of the Act as well as liability pursuant to Section 55-1515 of the Act.

(b) Common Expense Liability. The percentage of Common Expense Liability allocated to each Unit is based on the relative undivided interests in the Common Elements allocated to each Unit, calculated as set forth in Section 4.2(a), above.

(c) Votes. Each Residential Unit shall be allocated one (1) vote. The Retail Unit shall be allocated one (1) vote. The Hotel Unit shall be allocated sixteen (16) votes.

Section 4.3 Rounding Convention. Allocated Interests, stated as a fraction or as a percentage, shall be rounded to the nearest tenth of a percent (.1%) and shall, in total, be deemed to equal one hundred percent (100%) for the purpose of this Declaration.

ARTICLE 5 - PLAT

The Plat shall be filed in the Records. The Plat shall be filed following substantial completion of the Improvement(s) depicted on the Plat and prior to the conveyance of any Unit depicted on the Plat to a purchaser. The Plat shall show the following:

- (a) the name and a general schematic map of the entire Project;
- (b) the location and dimensions of all existing improvements within that Real Estate;
- (c) the extent of any existing encroachments across any Project boundary;
- (d) to the extent feasible, a legally sufficient description of all easements serving or burdening any portion of the Project;
- (e) the location of each Unit and that Unit's identifying number;
- (f) horizontal Unit boundaries, with reference to all established data and that Unit's identifying number;

(g) any Units in which the Declarant has reserved the right to create additional Units or Common Elements, identified appropriately; and

(f) the approximate location and dimensions of all Limited Common Elements.

The Plat shall contain a certificate of a registered and licensed surveyor certifying that it was prepared subsequent to the substantial completion of the improvements and contains all information required by this Declaration and the Act. Each supplement shall set forth a like certificate when appropriate. In interpreting the Plat, the existing physical boundaries of each separate Unit as constructed shall be conclusively presumed to be its boundaries.

ARTICLE 6 - LEGAL DESCRIPTION AND TAXATION OF UNITS

Section 6.1 Contracts to Convey and Conveyances. Subsequent to the recording of the Declaration and Plat, contracts to convey, instruments of conveyance of Units, and every other instrument affecting title to a Unit shall be in substantially the following form with such omissions, insertions, recitals of fact, or other provisions as may be required by the circumstances or appropriate to conform to the requirements of any governmental authority, practice or usage or requirement of law with respect thereto:

Unit _____, according to the Declaration of Covenants, Conditions and Restrictions for 151 South Main Hotel & Residences, recorded _____, as Instrument No. _____ and the Plat recorded _____, as Instrument No. _____, in the office of the Recorder of Blaine County, Idaho.

Section 6.2 Conveyance Deemed to Describe an Undivided Interest in Common Elements. Every instrument of conveyance, Security Interest, or other instrument affecting the title to a Unit which legally describes the Unit substantially in the manner set forth above shall be construed to describe the Unit, together with the undivided interest in the Common Elements appurtenant to it, and together with all fixtures and improvements contained in it, and to incorporate all the rights incident to ownership to a Unit and all the limitations of ownership as described in the covenants, conditions, restrictions, easements, reservations, rights-of-way, and other provisions contained in this Declaration, including the easement of enjoyment to use the Common Elements.

Section 6.3 Separate Tax Assessments. Upon the filing for record of this Declaration and the Plat in the Records, Declarant shall deliver a copy of this Declaration to the assessor of Blaine County as provided by law. The lien for taxes assessed shall be confined to the Unit(s). No forfeiture or sale of any Unit for delinquent taxes, assessments, or other governmental charge shall divest or in any way affect the title to any other Unit.

ARTICLE 7 - UNIT OWNERS' PROPERTY RIGHTS IN COMMON ELEMENTS

Section 7.1 Common Elements. Every Unit Owner shall have a perpetual right and easement of access over, across, and upon the Common Elements for the purpose of access to and from the Unit from public ways for both pedestrian and vehicular travel, which right and easement shall be appurtenant to and pass with the transfer of title to such Unit; provided, however, that such right and easement shall be subject to the following:

- (a) the covenants, conditions, restrictions, easements, reservations, rights-of-way, and other provisions contained in this Declaration, and the Plat;
- (b) the right, without the obligation, of the Association from time to time to assign on an equitable basis portions of the Common Elements such as parking spaces or storage spaces for the exclusive use of the Unit Owner of a particular Unit by an appropriate instrument in writing;
- (c) the right, without the obligation, of the Association to adopt, from time to time, any and all rules and regulations concerning vehicular traffic and travel upon, in, under, and across the Project; and
- (d) the right, without the obligation, of the Association to adopt, from time to time, any and all rules and regulations concerning the Project as the Association may determine is necessary or prudent for the management, preservation, safety, control, and orderly operation of the Project for the benefit of all Unit Owners, and for facilitating the greatest and most convenient availability and use of the Units and Common Elements by Unit Owners.

Section 7.2 Limited Common Elements. Subject to the provisions of this Declaration, every Unit Owner shall have the right to use and enjoy the Limited Common Elements appurtenant to his Unit.

ARTICLE 8 - MEMBERSHIP AND VOTING RIGHTS IN ASSOCIATION

Section 8.1 Association Membership. The Association's Articles of Incorporation shall be filed no later than the date the first interest in a Unit in the Project is conveyed to a purchaser. Every Unit Owner shall be a member of the Association and shall remain a member for the period of the Unit Owner's ownership of a Unit. No Unit Owner, whether one or more persons or entity, shall have more than one membership per Unit owned, but all of the persons or entities owning a Unit shall be entitled to rights of membership and of use and enjoyment appurtenant to ownership of a Unit. Membership in the Association shall be appurtenant to, and may not be separated from, ownership of a Unit. If title to a Unit is held by more than one individual, by a firm, corporation, partnership, association or other legal entity or any combination thereof, such individuals, entity or entities shall appoint and authorize one person or alternate persons to represent the Unit Owners of the Unit. Such representative shall be a natural person who is a Unit Owner, or a designated board member or officer of a corporate Unit Owner, or a general partner of a partnership Unit Owner, or a comparable representative of any other entity, and such representative shall have the power to cast votes on behalf of the Unit Owner as a member of the Association, and serve on the Board of Directors if elected, subject to the provisions of and in accordance with the procedures more fully described in the Bylaws of the Association. Notwithstanding the foregoing, if only one of the multiple Unit Owners of a Unit is present at a meeting of the Association, such Unit Owner is entitled to cast the vote(s) allocated to that Unit. If more than one of the multiple Unit Owners are present and there is no written designation of an authorized representative, the vote allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the Unit Owners, which majority agreement may be assumed for all purposes if any one of the multiple Unit Owners casts the vote allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other Unit Owners of the Unit.

Section 8.2 Voting Rights and Meetings. Each Unit in the Project shall have the votes allocated in Section 4.2(c); provided, however, no vote allocated to a Unit owned by the Association may be cast. A meeting of the Association shall be held at least once each year. Special meetings of the Association may be called by the President, by a majority of the Board of Directors, or by Unit Owners having twenty-five percent (25%), or any lower percentage specified in the Bylaws, of the votes in the Association. Not less than ten (10) and no more than fifty (50) days in advance of any meeting, the Secretary or other officer specified in the Bylaws shall cause notice to be hand delivered, sent prepaid by United States Mail to the mailing address of each Unit Owner or sent via e-mail with the Unit Owner's consent to receive notice by such

means. The notice of any meeting must state the time and place of the meeting and the items on the agenda including the general nature of any proposed amendment to this Declaration or Bylaws, any budget changes, and any proposal to remove an officer or member of the Board of Directors. Unless the Bylaws provide for a lower percentage, a quorum is deemed present throughout any meeting of the Association if persons entitled to cast twenty percent (20%) of the votes, in person or by proxy, at the beginning of the meeting. Notwithstanding anything to the contrary contained herein, for a period of ten (10) years from the date of this Declaration, Declarant shall receive notice of and have the right to attend all meetings of the Association and/or its Board.

Section 8.3 Meeting to Approve Annual Budget. At the annual meeting of the Association or at a special meeting of the Association called for such purpose, the Unit Owners shall be afforded the opportunity to ratify a budget of the projected revenues, expenditures (both ordinary and capital) and reserves for the Association's next fiscal year as proposed by the Board of Directors. A summary of the budget proposed by the Board of Directors shall be mailed or sent via e-mail with the Unit Owner's consent to receive notice by such means, to the Unit Owners within thirty (30) days after its adoption by the Board of Directors, along with a notice of a meeting of the Association to be held not less than ten (10) nor more than fifty (50) days after mailing of the summary to the Unit Owners. Unless, at such meeting, a Majority of Owners, rather than a majority of those present and voting in person or by proxy, reject the proposed budget, the budget is ratified, regardless of whether a quorum is present at the meeting. In the event the proposed budget is rejected, the budget last ratified by the Unit Owners continues until such time as the Unit Owners ratify a subsequent budget proposed by the Board of Directors as provided above.

Section 8.4 Unit Owners' and Association's Addresses for Notices. All Unit Owners of each Unit shall have one and the same registered mailing address to be used by the Association or other Unit Owners for notices, demands, and all other communications regarding Association matters. The Unit Owner or the representative of the Unit Owners of a Unit shall furnish such registered address to the secretary of the Association or its' designated agent within ten days after transfer of title to the Unit to such Unit Owner or Unit Owners. Such registration shall be in written form and signed by all of the Unit Owners of the Unit or by such persons as are authorized to represent the interests of all Unit Owners of the Unit. If no address is registered or if all of the Unit Owners cannot agree, then the address of the Unit shall be deemed their registered address until another registered address is furnished as required under this Section 8.4. If the address of the Unit is the registered address of the Unit Owner(s), then any notice shall be deemed duly given if delivered to any person occupying the Unit or, if the Unit is unoccupied, if the notice is held and available for the Unit Owners

at the principal office of the Association. All notices and demands intended to be served upon the Board of Directors shall be sent to the Project or such other address as the Board of Directors may designate from time to time by notice to the Unit Owner(s). For the purposes of meeting Notices, any Unit Owner may consent to receive notice by email by providing the Association a current email address. Such email address shall be deemed valid unless and until a new email address is provided to the Association or consent to receive notice by email is withdrawn by the Unit Owner.

Section 8.5 Transfer Information. All Persons who acquire Unit(s) other than from Declarant shall provide to the Association written notice of the Person's name, address, Unit owned, date of transfer, and name of the former Unit Owner within ten (10) days of the date of transfer. The Person shall also provide a true and correct copy of the recorded instrument conveying or transferring the Unit or such other evidence of the conveyance or transfer as is reasonably acceptable to the Association. In addition, the Association may request such other information as the Association determines is necessary or desirable in connection with obtaining and maintaining information regarding conveyances and transfers of Units. The Association or Managing Agent shall have the right to charge the Person a reasonable administrative fee for processing the transfer in the records of the Association.

Section 8.6 Declarant Control of the Association. There shall be a Period of Declarant Control of the Association, during which a Declarant, or persons designated by the Declarant, may appoint and remove the officers and members of the Board of Directors, notwithstanding any voting requirements or other procedural requirements set forth herein or in the Bylaws. The Period of Declarant Control shall commence upon filing of the Articles of Incorporation of the Association and shall terminate no later than the last to occur of the following:

- (a) sixty (60) days after conveyance of the eleventh (11th) Residential Unit to Unit Owners other than a Declarant; or
- (b) prior to the conveyance of the eleventh (11th) Residential Unit, two (2) years after Declarant's last conveyance of a Residential Unit in the ordinary course of business without conveying another Residential Unit.

Declarant may voluntarily surrender the right to appoint and remove officers and members of the Board of Directors before termination of that period, but in that event the Declarant may require, for the duration of the Period of Declarant Control, that specified actions of the Association or Board of Directors, as described in a recorded

instrument executed by the Declarant, be approved by the Declarant before they become effective.

Section 8.7 Required Election of Residential Unit Owners. The Board of Directors shall consist of five (5) members, all of whom shall initially be appointed by the Declarant. Terms shall be for a period of two (2) years, except that the terms of two of the initial Board members shall be one (1) year. Not later than sixty (60) days after conveyance of twenty-five percent (25%) of the Residential Units to Unit Owners other than Declarant, one (1) member of the Board of Directors shall be elected by Residential Unit Owners other than the Declarant. Not later than sixty (60) days after conveyance of seventy five percent (75%) of the Residential Units to Unit Owners other than Declarant, a second member of the Board of Directors must be elected by Residential Unit Owners other than the Declarant, the Retail Unit Owner shall appoint one (1) member to the Board of Directors and the Hotel Unit Owner shall appoint two (2) members to the Board of Directors. Following the period of Declarant Control, in order to insure representation of Residential Unit Owners, the Retail Unit Owner and the Hotel Unit Owner in the affairs of the Association and to protect the valid interests of the Residential Units, the Retail Unit and the Hotel Unit in the operation of the Project, the Owners of the Residential Units, voting as a class, shall be entitled to elect two (2) members of the Board of Directors, and the Owner of the Retail Unit shall be entitled to appoint one (1) member of the Board of Directors and the Hotel Unit Owner shall be entitled to appoint two (2) members of the Board of Directors. The terms of the two (2) Directors elected by the Residential Unit Owners shall be staggered and the terms of the two (2) Directors appointed by the Hotel Unit Owner shall be staggered. The Board of Directors shall elect the officers. The members of the Board of Directors and officers shall take office upon election.

Section 8.8 Removal of Members of the Board of Directors. Subject to Section 8.6 hereof, following notice and an opportunity to be heard as required by this Declaration and the Act, the Unit Owners, by sixty-seven percent (67%) vote of all votes cast at a meeting of the Unit Owners at which a quorum is present, may remove a member of the Board of Directors with or without cause, other than a member appointed by the Declarant.

Section 8.9 Requirements for Turnover of Declarant Control. Within sixty (60) days after conveyance of seventy five percent (75%) of the Residential Units to Unit Owners other than Declarant, the Declarant shall deliver to the Association all property of the Unit Owners and of the Association held by or controlled by the Declarant, including without limitation the following items:

- (a) the original or a certified copy of the recorded Declaration as amended, the Association's articles of incorporation, Bylaws, minute books, other books and records, and any Rules and Regulations which may have been promulgated;
- (b) an accounting for Association funds and financial statements, from the date the Association received funds and ending on the date the Period of Declarant Control ends;
- (c) the Association funds or control thereof;
- (d) all of the Declarant's tangible personal property that has been represented by the Declarant to be the property of the Association or all of the Declarant's tangible personal property that is necessary for, and has been used exclusively in, the operation and enjoyment of the Common Elements, and inventories of these properties;
- (e) a copy, for the non-exclusive use of the Association, of any plans and specifications used in the construction or renovation of the Improvements;
- (f) all insurance policies then in force, in which the Unit Owners, the Association or its members of the Board of Directors and officers are named as insured persons;
- (g) copies of any certificates of occupancy that may have been issued with respect to the Improvements;
- (h) any other permits issued by governmental bodies applicable to the Project and which are currently in force or which were issued within one year prior to the date on which Unit Owners other than the Declarant took control of the Association;
- (i) written warranties of the contractor, subcontractors, suppliers, and manufacturers that are still effective;
- (j) a roster of Unit Owners and First Mortgagees and their addresses and telephone numbers, if known, as shown on the Declarant's records;
- (k) employment contracts in which the Association is a contracting party;

(l) any service contract in which the Association is a contracting party or in which the Association or the Unit Owners have any obligation to pay a fee to the persons performing the services;

(m) operation and maintenance documentation of any and all equipment owned by the Association; and

(n) maintenance recommendations for Common Elements including but not limited to furnishings, equipment, elevators and corridor surfaces, spas furniture and garbage receptacles.

Section 8.10 Agent for Service of Process. The Association's initial agent for service of process as contemplated by the Act shall be the person identified as such in the Articles of Incorporation.

ARTICLE 9 - ASSOCIATION POWERS AND DUTIES

Section 9.1 Association Management Duties. Subject to the rights and obligations of Declarant and other Unit Owners as set forth in this Declaration, the Association shall be responsible for the administration and operation of the Project and for the exclusive management, control, maintenance, repair, replacement, and improvement of the Common Elements and the Limited Common Elements, and shall keep the same in good, clean, attractive, and sanitary condition, order, and repair. The expenses, costs, and fees of such management, operation, maintenance, and repair by the Association shall be part of the Assessments, and prior approval of the Unit Owners shall not be required in order for the Association to pay any such expenses, costs, and fees. The Association shall establish and maintain, out of the installments of the annual Assessments, an adequate reserve account for maintenance, repair, or replacement of those Common Elements that must be replaced on a periodic basis. The Association shall adopt and amend budgets for revenues, expenditures, and reserves which will be the basis for collection of Assessments for Common Expenses from Unit Owners. The Association shall keep financial records sufficiently detailed to enable the Association to comply with the requirement that it provide statements of status of Assessments. All financial and other records of the Association shall be made reasonably available for examination by any Unit Owner and such Unit Owner's authorized agents.

Section 9.2 Association Powers. The Association shall have, subject to the limitations contained in this Declaration and the Act, the powers necessary for the

administration of the affairs of the Association and the upkeep of the Project which shall include, but not be limited to, the power to:

- (a) adopt and amend Bylaws and Rules and Regulations;
- (b) adopt and amend budgets for revenues, expenditures and reserves;
- (c) collect assessments for Common Expenses from Owners;
- (d) create and maintain reserve accounts;
- (e) hire and discharge Managing Agents, provided however, that for a period of thirty-six (36) months following the Period of Declarant Control, no Managing Agent that was hired by the Declarant pursuant to a written management agreement shall be discharged by the Association or its Board without approval of each class of Unit Owners.
- (f) hire and discharge employees and agents, other than Managing Agents, and independent contractors;
- (g) institute, defend or intervene in litigation or administrative proceedings or seek injunctive relief for violation of the Declaration, Bylaws or Rules and Regulations in the Association's name on behalf of the Association or two or more Unit Owners on matters affecting the Project;
- (h) make contracts and incur liabilities;
- (i) regulate the use, maintenance, repair, replacement and modification of the Common Elements;
- (j) cause additional improvements to be made as part of the Common Elements;
- (k) acquire, hold, encumber, and convey in the Association's name any right, title or interest to real property or personal property, but Common Elements may be conveyed or subjected to a Security Interest only pursuant to the requirements of the Act;

(l) grant easements, including permanent easements, leases, licenses and concessions, through or over the Common Elements;

(m) impose and receive a payment, fee, or charge for the use, rental or operation of the Common Elements, other than Limited Common Elements, and for services provided to Unit Owners;

(n) impose a reasonable charge for late payment of Assessments, recover Costs of Enforcement for collection of Assessment and other actions to enforce the powers of the Association, regardless of whether or not suit was initiated and, after notice and hearing, levy reasonable fines for violations of this Declaration, Bylaws and Rules and Regulations of the Association;

(o) impose a reasonable charge for the preparation and recordation of amendments to this Declaration or for preparation of statements of unpaid Assessments;

(p) provide for the indemnification of the Association's officers and Board of Directors and maintain Board of Directors' and officers' liability insurance;

(q) assign the Association's right to future income, including the right to receive Assessments;

(r) by resolution, establish committees of the Board of Directors and/or Unit Owners, permanent and standing, to perform any of the above functions under specifically delegated administrative standards, as designated in the resolution establishing the committee;

(s) exercise any other powers conferred by this Declaration or the Bylaws;

(t) establish policies and procedures for entry into Units under authority granted to the Association in the Project Documents for the purpose of cleaning, maid service, maintenance and repair including emergency repair, and for the purpose of abating a nuisance or a known or suspected dangerous or unlawful activity;

(u) exercise any other power that may be exercised in Idaho by legal entities of the same type as the Association; and

(v) exercise any other power necessary and proper for the governance and operation of the Association.

Section 9.3 Actions by Board of Directors. Except as specifically otherwise provided in this Declaration, the Bylaws or the Act, the Board of Directors may act in all instances on behalf of the Association.

Section 9.4 Board of Directors Meetings. All meetings of the Board of Directors, at which action is to be taken by vote, will be open to the Unit Owners and at the request of any member, agendas for meetings of the Board of Directors shall be made reasonably available for examination by the member of the Association or their representatives, except that meetings of the Board of Directors may be held in executive session(s), without giving notice and without the requirement that they be open to Unit Owners, in the following situations:

- (a) matters pertaining to employees of the Association or involving the employment, promotion, discipline or dismissal of an officer, agent, or employee of the Association;
- (b) consultation with legal counsel concerning disputes that are the subject of pending or imminent court proceedings or matters that are privileged or confidential between attorney and client;
- (c) investigative proceedings concerning possible or actual criminal misconduct;
- (d) matters subject to specific constitutional, statutory, or judicially imposed requirements protecting particular proceedings or matters from public disclosure;
- (e) any matter the disclosure of which would constitute an unwarranted invasion of individual privacy, including but not limited to violations and collections proceedings.

Section 9.5 Right to Notice and Hearing. Whenever the Project Documents require that an action be taken after "notice and hearing," the following procedure shall be observed: The party proposing to take the action (e.g., the Board of Directors, a committee, an officer, the Managing Agent, etc.) shall give notice of the proposed action to all Unit Owners whose interests the proposing party reasonably determines

would be significantly affected by the proposed action. The notice shall be delivered personally or mailed not less than three (3) days before the proposed action is to be taken. The notice shall include a general statement of the proposed action and the date, time and place of the hearing. At the hearing, the affected person shall have the right, personally or by a representative, to give testimony orally and/or in writing, subject to reasonable rules of procedure established by the party conducting the hearing to assure a prompt and orderly resolution of the issues. Such evidence shall be considered in making the decision but shall not bind the decision makers. The affected person shall be notified of the decision in the same manner in which notice of the hearing was given. Any Unit Owner having a right to notice and hearing shall have the right to appeal to the Board of Directors from a decision of a proposing party other than the Board of Directors by filing a written notice of appeal with the Board of Directors within ten (10) days after being notified of the decision. The Board of Directors shall conduct a hearing at the next scheduled executive meeting or within forty-five (45) days whichever is shorter, giving the same notice and observing the same procedures as were required for the original hearing.

ARTICLE 10 - ASSESSMENTS

Section 10.1 Commencement of Annual Assessments. Until the Association makes an Assessment for Common Expenses, the Declarant shall pay all Common Expenses. After any Assessment has been made by the Association, Assessments shall be made no less frequently than annually and shall be based on a budget adopted no less frequently than annually by the Association.

Section 10.2 Annual Assessments. The Association shall levy annual Assessments to pay for the Common Expense Liability allocated to each Unit pursuant to this Declaration. The total annual Assessments shall be based upon a budget of the Association's cash requirements for upkeep of the Project including maintenance, repair and replacement of the Common Elements as required by the Act and the Project Documents, the funding of reserve funds created pursuant to Section 10.14 of this Declaration, and the reasonable costs for use of Hotel Amenities and Hotel Services pursuant to Section 13.6. Any surplus funds of the Association remaining after payment of or provision for Common Expenses and any prepayment of or provision for reserves shall be allocated to one or more reserve funds for the future financial needs of the Association as determined by the Board of Directors.

Section 10.3 Apportionment of Annual Assessments. The total annual Assessment for any fiscal year of the Association shall be assessed to the Units in proportion to their Percentage of Common Expenses Liability set forth on Exhibit B,

subject to: (a) Common Expenses which are separately metered or assessed to the Units by third parties; (b) Common Expenses associated with the maintenance, repair or replacement of Limited Common Elements which shall be assigned equally or on such other equitable basis as the Board of Directors shall determine to the Units to which the specific Limited Common Elements are appurtenant; (c) Common Expenses or portions thereof benefiting fewer than all of the Units which shall be assessed exclusively against the Units benefited; (d) any increased cost of insurance based upon risk which shall be assessed to Units in proportion to the risk; (e) any Common Expense caused by the misconduct of any Unit Owner(s), which may be assessed exclusively or on such other equitable basis as the Board of Directors shall determine against such Unit Owner(s); and (f) any expenses which are charged equally to the Units. All such allocations of Common Expenses Liability to the Units on a basis other than the Units' Percentage of Common Expenses Liability shall be made by the Board of Directors. In making the allocations, the Board of Directors shall use as a guide the assignment of various Common Expenses to the following categories: utilities (unless separately metered or disproportionately benefiting fewer than all Units), insurance, exterior building maintenance and repairs, and reserves. All Common Expenses associated with maintenance, repair or replacement of areas that serve exclusively Residential Units, the Hotel Unit or the Retail Unit, shall be allocated to only such Units.

Section 10.4 Special Assessments. In addition to the annual Assessments authorized above, the Board of Directors may at any time and from time to time determine, levy, and assess in any fiscal year a special Assessment applicable to that particular fiscal year (and for any such longer period as the Board of Directors may determine) for the purpose of defraying, in whole or in part, the unbudgeted costs, fees, and expenses of any construction, reconstruction, repair, demolishing, replacement, renovation or maintenance of the Project, specifically including any fixtures and personal property related to it. Any amounts determined, levied, and assessed pursuant to this Declaration shall be assessed to the Units pursuant to the provisions in Section 10.3 entitled "Apportionment of Annual Assessments" set forth above.

Section 10.5 Due Dates for Assessment Payments. Unless otherwise determined by the Board of Directors, the Assessments which are to be paid in installments shall be paid quarterly in advance and shall be due and payable to the Association at its office or as the Board of Directors may otherwise direct in any Management Agreement, without notice (except for the initial notice of any special Assessment), on the first day of each quarter. If any such installment shall not be paid within thirty (30) days after it shall have become due and payable, then the Board of Directors may assess a late charge, default interest charge (not to exceed the rate from time to time allowed by law), fee, or such other charge as the Board of Directors may fix

by rule from time to time to cover the extra expenses involved in handling such delinquent Assessment installment. A Unit Owner's Assessment shall be prorated if the ownership of a Unit commences or terminates on a day other than the first day or last day, respectively, of a month or other applicable payment period. However, if the Common Expenses Liability is re-allocated, any installment(s) of an assessment not yet due shall be recalculated in accordance with the re-allocated Common Expenses Liability.

Section 10.6 Default Assessments. All Costs of Enforcement assessed against a Unit Owner pursuant to the Project Documents, or any expense of the Association which is the obligation of a Unit Owner pursuant to the Project Documents shall become a default Assessment assessed against the Unit Owner's Unit. Notice of the amount and demand for payment of such default Assessment shall be sent to the Unit Owner ten (10) days prior to enforcing any remedies for non-payment hereunder.

Section 10.7 Covenant of Personal Obligation for Assessments. Declarant, by creating the Units pursuant to this Declaration, and all other Unit Owners, by acceptance of the deed or other instrument of transfer of his Unit (whether or not it shall be so expressed in such deed or other instrument of transfer), are deemed to personally covenant and agree, jointly and severally, with all other Unit Owners and with the Association, and hereby do so covenant and agree to pay to the Association the (a) annual Assessments, (b) special Assessments, and (c) default Assessments applicable to the Unit Owner's Unit. No Unit Owner may waive or otherwise escape personal liability for the payment of the Assessments provided for in this Declaration by not using the Common Elements or the facilities contained in the Common Elements or by abandoning or leasing his Unit.

Section 10.8 Lien for Assessments; Assignment of Rents. The annual, special, and default Assessments (including installments of the Assessments) arising under the provisions of the Project Documents shall be burdens running with the specific Unit to which such Assessments apply. The Association may impose a lien upon a specific Unit, by preparing a written lien notice setting forth the description of the Unit, the amount of Assessments on the Unit unpaid as of the date of such lien notice, the rate of default interest as set by the Rules and Regulations, the name of the Unit Owner or Unit Owners of the Unit, and any and all other information that the Association may deem proper. The lien notice shall be signed by a member of the Board of Directors, an officer of the Association, or the Managing Agent and shall be recorded in the Records. Upon any default in the payment of annual, special, or default Assessments, the Association shall also have the right to appoint a receiver to collect all rents, profits, or other income from the Unit payable to the Unit Owner and to apply all such rents, profits, and income

to the payment of delinquent Assessments. Each Unit Owner, by ownership of a Unit, agrees to the assignment of such rents, profits and income to the Association effective immediately upon any default in the payment of annual, special, or default Assessments.

Section 10.9 Remedies for Nonpayment of Assessments. If any annual, special, or default Assessment (or any installment of the Assessment) is not fully paid within thirty (30) days after the same becomes due and payable, then as often as the same may happen, (a) interest shall accrue at the default rate set by the Rules and Regulations on any amount of the Assessment in default, accruing from the due date until date of payment, (b) the Association may declare due and payable all unpaid installments of the annual Assessment or any special Assessment otherwise due during the fiscal year during which such default occurred, (c) the Association may thereafter bring an action at law or in equity, or both, against any Unit Owner personally obligated to pay the same, (d) the Association may proceed to foreclose its lien against the particular Unit pursuant to the power of sale granted to the Association by this Declaration or in the manner and form provided by Idaho law for foreclosure of real estate mortgages and (e) the Association may suspend the Owner's right to vote in Association matters until the Assessment is paid. An action at law or in equity by the Association (or counterclaims or cross-claims for such relief in any action) against a Unit Owner to recover a money judgment for unpaid Assessments (or any installment thereof) may be commenced and pursued by the Association without foreclosing or in any way waiving the Association's lien for the Assessments. Foreclosure or attempted foreclosure by the Association of its lien shall not be deemed to stop or otherwise preclude the Association from again foreclosing or attempting to foreclose its lien for any subsequent Assessments (or installments thereof) which are not fully paid when due or for any subsequent default Assessments. The Association shall have the power and right to bid in or purchase any Unit at foreclosure or other legal sale and to acquire and hold, lease, mortgage, and to convey, or otherwise deal with the Unit acquired in such proceedings.

Section 10.10 Purchaser's Liability for Assessments. Notwithstanding the personal obligation of each Unit Owner to pay all Assessments on the Unit, all purchasers shall be jointly and severally liable with the prior Unit Owner(s) for any and all unpaid Assessments against such Unit, without prejudice to any such purchaser's right to recover from any prior Unit Owner any amounts paid thereon by such purchaser. A purchaser's obligation to pay Assessments shall commence upon the date the purchaser becomes the Unit Owner of a Unit. For Assessment purposes, the date a purchaser becomes the Unit Owner shall be determined as follows: (a) in the event of a conveyance or transfer by foreclosure, the date a purchaser becomes the Unit Owner

shall be deemed to be upon the expiration of all applicable redemption periods; (b) in the event of a conveyance or transfer by deed in lieu of foreclosure a purchaser shall be deemed to become the Unit Owner of a Unit upon the execution and delivery of the deed or other instruments conveying or transferring title to the Unit, irrespective of the date the deed is recorded; and (c) in the event of conveyance or transfer by deed, a purchaser shall be deemed to become the Unit Owner upon the execution and delivery of the deed or other instruments conveying or transferring title of the Unit, irrespective of the date the deed is recorded. However, such purchaser shall be entitled to rely upon the existence and status of unpaid Assessments as shown upon any certificate issued by or on behalf of the Association to such named purchaser pursuant to the provisions of this Declaration.

Section 10.11 Waiver of Homestead Exemption; Subordination of Association's Lien for Assessments. By acceptance of the deed or other instrument of transfer of a Unit, each Unit Owner irrevocably waives the homestead exemption provided by Idaho Code § 55-1001 et seq., as amended. The Association's lien on a Unit for Assessments shall be superior to all other liens and encumbrances except the following:

- (a) real property ad valorem taxes and special assessment liens duly imposed by an Idaho governmental or political subdivision or special taxing district, or any other liens made superior by statute; and
- (b) the lien of any First Mortgagee except to the extent Idaho law grants priority for Assessments to the Association.

Any First Mortgagee who acquires title to a Unit by virtue of foreclosing a First Mortgage or by virtue of a deed or assignment in lieu of such a foreclosure, or any purchaser at a foreclosure sale of a First Mortgage, will take the Unit free of any claims for unpaid Assessments and Costs of Enforcement against the Unit which accrue prior to the time such party acquires title to the Unit, except to the extent the amount of the extinguished lien may be reallocated and assessed to all Units as a Common Expense and except to the extent the Act grants lien priority for Assessments to the Association. All other persons not holding liens described in this Section and obtaining a lien or encumbrance on any Unit after the recording of this Declaration shall be deemed to consent that any such lien or encumbrance shall be subordinate and inferior to the Association's lien for Assessments and Costs of Enforcement as provided in this Article, whether or not such consent is specifically set forth in the instrument creating any such lien or encumbrance.

Sale or other transfer of any Unit, (a) except as provided above with respect to First Mortgagees, (b) except in the case of foreclosure of any lien enumerated in this Section, and (c) except as provided in the next Section, shall not affect the Association's lien on such Unit for Assessments due and owing prior to the time such purchaser acquired title and shall not affect the personal liability of each Unit Owner who shall have been responsible for the payment thereof. Further, no such sale or transfer shall relieve the purchaser of a Unit from liability for, or the Unit from the lien of, any Assessments made after the sale or transfer.

Section 10.12 Statement of Status of Assessments. On or before fourteen (14) calendar days after receipt of written notice to the Managing Agent or, in the absence of a Managing Agent, to the Board of Directors and payment of a reasonable fee set from time to time by the Board of Directors, any Unit Owner, holder of a Security Interest, prospective purchaser of a Unit or their designees shall be furnished a statement of the Unit Owner's account setting forth:

- (a) the amount of any unpaid Assessments then existing against a particular Unit;
- (b) the amount of the current installments of the annual Assessment and the date that the next installment is due and payable;
- (c) the date(s) for payment of any installments of any special Assessments outstanding against the Unit; and
- (d) any other information, deemed proper by the Association, including the amount of any delinquent Assessments created or imposed under the terms of this Declaration.

Upon the issuance of such a certificate signed by a member of the Board of Directors, by an officer of the Association, or by a Managing Agent, the information contained therein shall be conclusive upon the Association as to the person or persons to whom such certificate is addressed and who rely on the certificate in good faith.

Section 10.13 Liens. Except for Assessment liens as provided in this Declaration, mechanics' liens (except as prohibited by this Declaration), tax liens, judgment liens and other liens validly arising by operation of law and liens arising under Security Interests, there shall be no other liens obtainable against the Common Elements or against the interest of any Unit Owner in the Common Elements except a Security Interest in the Common Elements granted by the Association pursuant to the requirements of the Act.

Section 10.14 Reserve Funds. The Association shall maintain (i) a capital reserve fund for the repair, restoration and replacement of the Common Elements; and (ii) a general operating reserve fund. The reserve funds shall be funded as follows:

(a) At the Closing of a sale of a Residential Unit by Declarant to an Owner, the Owner shall pay to the Association an amount equal to the Association's estimate of three (3) months of general operating Assessments to be levied against that Unit for the fiscal year in which that sale occurs, which shall be deposited into the general operating reserve fund. Such payments shall be in addition to, and shall not be credited against, the Owner's obligation to pay regular and special Assessments levied against the Units by the Association. Upon the sale of a Residential Unit by an Owner, the Association shall not be obligated to return to the transferor any funds held in reserve funds.

(b) Prior to Closing of the first sale of a Residential Unit, Declarant shall likewise pay to the Association an amount equal to the Association's estimate of three (3) months of general operating Assessments to be levied against the Hotel and Retail Units for the Association's initial fiscal year, which shall be deposited into the general operating reserve fund.

(c) Thereafter, the Association may increase the reserve funds or replace funds withdrawn from any reserve funds with funds collected through Assessments. The amounts held in such reserve funds shall be set at the discretion of the Board of Directors. All reserve funds shall be maintained in FDIC insured, interest bearing accounts.

ARTICLE 11 - MAINTENANCE RESPONSIBILITY

Section 11.1 Unit Owner's Rights and Duties with Respect to Interiors. Except as may be provided in the purchase and sale agreement or other conveyancing documents executed by Declarant in connection with sales to initial purchasers of the Units, each Owner of a Unit shall have the exclusive right and duty to paint, tile, paper, or otherwise decorate or redecorate and to maintain and repair the interior surfaces of the walls, floors, ceilings, windows and doors forming the boundaries of such Unit Owner's Unit and all walls, floors, ceilings, and doors within such boundaries. Notwithstanding the foregoing, no Residential Unit Owner shall be permitted to install any hardwood floor or other hard surface improvements in his Unit that might affect adjoining Units by increasing noise or vibrations, without the prior written approval of

the Association, which approval may be denied, or conditioned, in the Association's sole discretion. Owners of the Units shall install and maintain window coverings that are consistent with the standards adopted by the Association.

Any decoration, maintenance or repair to the Unit must be performed in such a manner, so that it shall be in compliance with industry standard codes and construction practices.

Section 11.2 Responsibility of the Unit Owner. The Unit Owner of any Unit shall, at the Unit Owner's expense, maintain and keep in repair all fixtures, equipment, and utilities installed and included in a Unit commencing at a point where the fixtures, equipment, and utilities enter the Unit. A Unit Owner shall not allow any action or work that will impair the structural soundness of the improvements, impair the proper functioning of the utilities, heating, ventilation, or plumbing systems or integrity of the Improvement(s), or impair any easement or hereditament. Subject to the Association's overall responsibility for maintenance of the Limited Common Elements, each Unit Owner shall be responsible for routine maintenance and care of the walls, floors, ceilings, windows and doors of any balcony or patio or of any other Limited Common Elements appurtenant to the Unit Owner's Unit, and for keeping the same in a good, clean, sanitary, and attractive condition. Notwithstanding the foregoing, Unit Owners shall not be responsible for damage to exterior doors and windows except if as a result of a negligent or willful act of said Owner. The Association shall not be responsible for repairs occasioned by casualty due to the act or negligence of the Unit Owner or Occupant of the Unit except as provided in Article 16.

The Association shall not be responsible for damage that occurs due to the Unit Owner's failure to abide by the operation recommendations included in Operation, Maintenance and/or Warranty Manuals for the Unit or for Common Elements.

Section 11.3 Unit Owner's Negligence. In the event that the need for maintenance, repair, or replacement of all or any portion of the Common Elements is caused through or by the negligent or willful act or omission of a Unit Owner or Occupant, then the expenses incurred by the Association for such maintenance, repair, or replacement shall be a personal obligation of such Unit Owner; and, if the Unit Owner fails to repay the expenses incurred by the Association within seven days after notice to the Unit Owner of the amount owed, then the failure to so repay shall be a default by the Unit Owner, and such expenses shall automatically become a default Assessment determined and levied against such Unit, enforceable by the Association in accordance with this Declaration.

Section 11.4 Responsibility of the Association. The Association, without the requirement of approval of the Unit Owners, shall maintain and keep in good repair, replace, and improve, as a Common Expense, all of the Project not required in this Declaration to be maintained and kept in good repair by a Unit Owner or by Declarant.

Section 11.5 Utilities and Services. The Association shall be responsible for obtaining utilities for all Units including, but not limited to, heating, cooling, water, sewer, electric, trash, recycling, telephone, internet service (including wireless internet) and cable. Such Utilities and Services shall be separately metered to each Unit to the extent reasonably feasible.

- a) Heating, Cooling and Domestic Hot Water. Costs associated heating, cooling and domestic hot water for Units located on the fourth and fifth floors will be determined based on flow and BTU meters controlling use of such utilities for all Units on each floor. Costs will be allocated among the Units on each floor based on the square footage of each Unit as it relates to the combined square footage of all Units located on that floor. Only that portion of the Hotel Unit that is located on the fourth floor shall be utilized in determining the allocation of shared utility costs for Units located on the fourth floor.
- b) Natural Gas. Costs associated with natural gas usage for Units located on the fourth and fifth floors will be determined based on meters for the total usage of gas serving all Units on each floor. Such costs will be allocated among the Units on each floor based on the number of gas appliances in each Unit as it relates to the total combined number of gas appliances of all Units located on that floor. Only that portion of the Hotel Unit that is located on the fourth floor shall be utilized in determining the allocation of shared natural gas costs for Units located on the fourth floor.

ARTICLE 12 - MECHANICS' LIENS

Section 12.1 Mechanics' Liens. Subsequent to recording of this Declaration and the filing of the Plat in the Records, no labor performed or materials furnished for use and incorporated in any Unit with the consent of or at the request of the Unit Owner or the Unit Owner's agent, contractor or subcontractor, shall be the basis for the filing of a lien against a Unit of any other Unit Owner not expressly consenting to or requesting the same, or against any interest in the Common Elements except as to the undivided interest therein appurtenant to the Unit of the Unit Owner for whom such labor shall have been performed or such materials shall have been furnished. Each Unit Owner shall indemnify and hold harmless each of the other Unit Owners and the

Association from and against any liability or loss arising from the claim of any mechanics' lien or for labor performed or for materials furnished in work on such Unit Owner's Unit, against the Unit of another Unit Owner or against the Common Elements, or any part thereof.

Section 12.2 Enforcement by the Association. At its own initiative or upon the written request of any Unit Owner (if the Association determines that further action by the Association is proper), the Association shall enforce the indemnity provided by the provisions of this Article 12 by collecting from the Unit Owner of the Unit on which the labor was performed or materials furnished the amount necessary to discharge by bond or otherwise any such mechanics' lien, to pay all costs and reasonable attorneys' fees incidental to the lien, and to obtain a release of such lien. If the Unit Owner of the Unit on which the labor was performed or materials furnished refuses or fails to indemnify within five (5) days after the Association shall have given notice to such Unit Owner of the total amount of the claim, then the failure to so indemnify shall be a default by such Unit Owner under the provisions of this Section 12.2, and such amount to be indemnified shall automatically become a default Assessment determined and levied against such Unit, and enforceable by the Association pursuant to this Declaration.

ARTICLE 13 - USE RESTRICTIONS

Section 13.1 Use of Units. Except for uses reserved to Declarant in Article 15 entitled "Special Declarant Rights and Additional Reserved Rights", all Residential Units shall be used for single family dwelling and lodging purposes only. Unit Owners of the Residential Units may rent or lease such Units to others for these purposes. The Retail Unit shall be used for commercial, retail sales or restaurant uses. The Hotel Unit shall be used for commercial hotel uses, including but not limited to lobby, reception, recreation facilities, restaurant, bar, banquet, meeting facilities and lodging rooms. All Unit Owners hereby consent to the sale of alcoholic beverages by the Owner of the Hotel Unit and hereby grant to the Owner of the Hotel Unit a license combined with a possessory interest for such purposes.

Section 13.2 Use of Common Elements. There shall be no obstruction of the Common Elements, nor shall anything be kept or stored on any part of the Common Elements by any Residential Unit Owner without the prior written approval of the Association. Nothing shall be altered on, constructed in, or removed from the Common Elements by any Unit Owner without the prior written approval of the Association. There shall be no rubbish or debris of any kind placed or permitted to accumulate and no odors shall be permitted to arise from the property so as to render any portion of the Project unsanitary, unsightly, offensive or detrimental to any property or person. Trash,

garbage or other waste shall be kept only in sanitary containers. No Unit Owner shall permit or cause any trash or refuse to be kept on any portion of the Project other than in receptacles customarily used for it, which shall be located in places specifically designed for such purpose. No smoking shall be permitted in Common Areas, including Limited Common Areas.

Section 13.3 Prohibition of Increases in Insurable Risks and Certain Activities. Nothing shall be done or kept in any Unit or in or on the Common Elements, or any part thereof, which would result in the cancellation of the insurance on all or any part of the Project or in an increase in the rate of the insurance on all or any part of the Project over what the Association, but for such activity, would pay, without the prior written approval of the Association. Nothing shall be done or kept in any Unit or in or on the Common Elements which would be in violation of any statute, rule, ordinance, regulation, permit, or other imposed requirement of any governmental body having jurisdiction over the Project. No damage to or waste of the Common Elements shall be committed by any Unit Owner or Occupant, and each Unit Owner shall indemnify and hold the Association and the other Unit Owners harmless against all loss resulting from any such damage or waste caused by him or an Occupant of his Unit. Failure to so indemnify shall be a default by such Unit Owner under this Section. At its own initiative or upon the written request of any Unit Owner (and if the Association determines that further action by the Association is proper), the Association shall enforce the foregoing indemnity as a default Assessment levied against such Unit.

Section 13.4 Structural Alterations and Exterior Appearance. No structural alterations to any Unit, including the construction of any additional skylight, window, door or other alteration visible from the exterior of the Unit or to any Common Element nor any modification of water distribution lines shall be made or caused to be made by any Unit Owner without the prior written approval of the Declarant during the Period of Declarant Control and, thereafter, the Association. No clothes lines, satellite dishes, television antennas, wiring or installation of air conditioning equipment, window coverings or other improvements, alterations or decorations visible from outside a Unit shall be added by a Unit Owner without the prior written approval of the Declarant during the Period of Declarant Control and, thereafter, the Association. Except for interior decorations not visible from outside a Unit and alteration or relocation of walls constituting Limited Common Elements, no alteration or subdivision of Units or relocation of boundaries between adjoining Units shall be made by the Unit Owners without the prior written approval of the Declarant during the Period of Declarant Control and, thereafter, by the Association. The Association shall promulgate Rules and Regulations establishing procedures for the approvals required by this Section 13.4. Such Rules and Regulations shall include, but shall not be limited to, requirements that

the applicant submit (a) plans and specifications showing the nature, kind, shape, height, color, materials, and location of the proposed alterations in sufficient detail for the Association and Declarant to review them; and (b) processing and/or review fees, which may include any professional fees the Association or Declarant might incur in retaining architects or engineers to review the plans and specifications. The Rules and Regulations shall specifically consider the impact of the alteration on the harmony of external design and location in relation to surrounding structures and topography.

Section 13.5 Use Restrictions. No animal pens, sheds, fences or other outbuildings or structures of any kind shall be erected by any Unit Owner. No activity shall be allowed which interferes unduly with the peaceful possession and proper use of the Project by the Unit Owners, nor shall any fire hazard or unsightly accumulation of refuse be allowed. No lights shall be emitted which are unreasonably bright or cause unreasonable glare; no sound shall be emitted which is unreasonably loud or annoying; and no odor shall be emitted which is nauseous or offensive to others. No livestock, animals, poultry or fowl shall be kept in any Unit other than domestic dogs and cats, provided that no such dog or cat which is or becomes an annoyance or nuisance to other Occupants of the Project shall thereafter be kept in any Unit. In the event Rules and Regulations relating to the Use Restrictions are adopted by the Association related to pets, the more stringent restriction on such use shall control.

Section 13.6 Use of Hotel Amenities and Hotel Services. The operator of the Hotel Unit offers various amenities, including, without limitation, a pool and fitness area, hot tub, and fire pit(s), (collectively "Hotel Amenities") and may offer various services including, without limitation, airport shuttle service, town shuttle service and breakfast buffet (collectively, "Hotel Services"). Association Assessments on Residential Units shall include reasonable amounts to offset the proportional maintenance costs for the Hotel Amenities as well as the reasonable costs of providing Hotel Services to Residential Unit Owners. Residential Unit Owners and their guests, including rental occupants of their Unit, shall be entitled to use Hotel Amenities without additional charge. Residential Unit Owners and their accompanied guests shall be entitled to use Hotel Services without additional charge. Unaccompanied guests and rental occupants of a Residential Unit may use Hotel Services by paying a fee set by the operator of the Hotel Unit. Residential Unit Owners, unaccompanied guests and rental occupants of a Residential Unit must inform the Association or its agent of the identity, number of occupants and duration of occupancy prior to commencing occupancy. Residential Unit Owners shall be responsible for any fees for Hotel Services incurred by unaccompanied guests and rental occupants to the extent such fees are not paid directly by the guest or occupant, which fees may be collected in the same manner as Assessments pursuant to Article 10, hereof, and paid to the hotel operator for the Hotel Services rendered.

Section 13.7 Limit on Timesharing. No Unit Owner, excluding Declarant, shall offer or sell any interest in such Unit under a "timesharing" or "interval ownership" plan, or any similar plan without the specific prior written approval of the Declarant during the Period of Declarant Control, and thereafter the Association.

Section 13.8 Restriction on Signs. No signs, billboards, posterboards, or advertising structure of any kind shall be displayed, erected, or maintained for any purpose whatsoever except such signs as have been approved by the Declarant during the Period of Declarant Control and, thereafter, the Association. Any signs which are permitted under the foregoing restrictions shall be erected or maintained on the Project only with the prior written approval of the Declarant during the Period of Declarant Control, and thereafter the Association, which approval shall be given only if such signs are of attractive design and as small a size as reasonably possible and shall be placed or located as directed or approved by the Association.

Section 13.9 Restrictions on Use of Parking and Storage Areas. No parking shall be permitted at any location on the Property unless specifically designated for parking by the Association. All parking spaces shall be used for parking operable vehicles only. No boat, trailer, recreational vehicle, camper or commercial vehicle shall be parked or left within the Project garage. The Association reserves to itself the right to designate, assign and reserve the parking areas of the Project, both above grade and below grade, for use by all of the Owners, tenants and invitees of the Hotel Unit, Retail Unit or Residential Units, other than those parking spaces specifically reserved by this Declaration to be the entitlement of any Residential Unit. No storage is permitted outside of Units except in specifically designated storage areas. No Owner may use any parking or storage space assigned to another. No Owner may use any parking space for storage or use any parking or storage space in any manner that obstructs or interferes with any other Owner's parking or storage rights or that constitutes a safety hazard. Without limiting the generality of the powers of the Association with respect to parking or storage, the Association is specifically authorized, but not obligated, to remove any vehicle parked in any area not designated for parking, or any vehicle parked in any space that is assigned to another person or reserved for a specific use, or any vehicle parked in an obstructing or hazardous manner, or any improperly stored or hazardous materials, in all cases at the expense of the Owner or Occupant that owns such vehicle or materials. Expenses incurred by the Association in connection with such removal (and storage, if necessary) shall be a personal obligation of such Owner and, if the Owner fails to pay such amount within seven (7) days after notice to the Owner of the amount owed, then the failure to pay shall be a default by the Owner and such expenses shall automatically become a default Assessment determined and levied against such Unit enforceable by the Association as provided in this Declaration.

ARTICLE 14 - EASEMENTS

Section 14.1 Easement of Enjoyment. Every Unit Owner shall have a non-exclusive easement for the use and enjoyment of the Common Elements, which shall be appurtenant to and shall pass with the title to every Unit, subject to the easements set forth in this Article 14 and the easements and restrictions set forth in Article 7 entitled "Unit Owners' Property Rights in Common Elements".

Section 14.2 Delegation of Use. Any Unit Owner may delegate, in accordance with the Project Documents, the Unit Owner's right of enjoyment in the Common Elements to an Occupant of the Unit Owner's Unit.

Section 14.3 Recorded Easements. The Property shall be subject to any easements shown on any recorded plat affecting the Property, shown on the recorded Plat or reserved or granted under this Declaration.

Section 14.4 Easements for Encroachments. The Project, and all portions of it, is subject to easements hereby created for encroachments between Units and the Common Elements as follows:

- (a) in favor of all Unit Owners, so that they shall have no legal liability when any part of the Common Elements encroaches upon a Unit;
- (b) in favor of each Unit Owner, so that the Unit Owner shall have no legal liability when any part of his Unit encroaches upon the Common Elements or upon another Unit; and
- (c) in favor of all Unit Owners, the Association, and the Unit Owner of any encroaching Unit for the maintenance and repair of such encroachments.

Encroachments referred to in this Section 14.4 include, but are not limited to, encroachments caused by error or variance from the original plans in the construction of the Improvements or any Unit constructed on the Property, by error in the Plat, by settling, rising, or shifting of the earth, or by changes in position caused by repair or reconstruction of any part of the Project. Such encroachments shall not be considered to be encumbrances upon any part of the Project; provided, however, that encroachments created by the intentional act of a Unit Owner shall not be deemed to create an easement on the Property and shall be considered an encroachment upon the Project. Such encroachment shall be removed at Unit Owner's expense immediately upon notice from the Association. In the event such encroachment is not timely

removed, the Association may effect removal of the encroachment and the expense thereof shall be a default Assessment to the Unit Owner.

Section 14.5 Easements over Hotel Unit and Hotel Limited Common Elements. All Unit Owners shall have a nonexclusive easement over, through and across the ground floor Hotel Unit Lobby Area for ingress and egress to Common Elements, including but not limited to, rest rooms, elevators, stairs, service/loading docks, garbage receptacles, parking areas and the ski locker room. All Unit Owners shall have a non-exclusive easement for ingress and egress over through and across the following Hotel Limited Common Elements: porte-cochere and exterior plaza on the ground level of the Project, subject to reasonable rules and restrictions related to the operations of the hotel.

Section 14.6 Utility Easements. There is hereby created a general easement upon, across, over, in, and under all of the Property for ingress and egress and for installation, replacement, repair, and maintenance of all utilities, including but not limited to water, sewer, gas, telephone, electricity, and a cable communication system. By virtue of this easement, it shall be expressly permissible and proper for the companies providing such utilities to erect and maintain the necessary equipment on the Property and to affix and maintain electrical, communications, and telephone wires, circuits, and conduits under the Property. Any utility company using this general easement shall use its best efforts to install and maintain the utilities provided without disturbing the uses of other utilities, the Unit Owners, the Association, and Declarant; shall complete its installation and maintenance activities as promptly as reasonably possible; and shall restore the surface to its original condition as soon as possible after completion of its work. Should any utility company furnishing a service covered by this general easement request a specific easement by separate recordable document, Declarant during the Period of Declarant Control and, thereafter, the Association, shall have the right and authority to grant such easement upon, across, over, or under any part or all of the Property without conflicting with the terms hereof. The easements provided for in this Section 14.6 shall in no way affect, avoid, extinguish, or modify any other recorded easement on the Property.

Section 14.7 Emergency Access Easement. A general easement is hereby granted to all police, sheriff, fire protection, ambulance, and all other similar emergency agencies or persons to enter upon all streets and upon the Property in the proper performance of their duties.

Section 14.8 Maintenance Easement. An easement is hereby granted to the Association and any Managing Agent and their respective officers, agents, employees

and assigns upon, across, over, in, and under the Common Elements and a right to make such use of the Common Elements as may be necessary or appropriate to perform the duties and functions which they are obligated or permitted to perform pursuant to this Declaration.

Section 14.9 Easements of Access for Repair, Maintenance, and Emergencies. Some of the Common Elements are or may be located within the Units or may be conveniently accessible only through the Units. The Unit Owners and the Association shall have the irrevocable right, to be exercised by the Association as the Unit Owners' agent, to have access to each Unit and to all Common Elements from time to time during such reasonable hours as may be necessary for the maintenance, repair, removal, or replacement of any of the Common Elements therein or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the Common Elements or to any Unit. Unless caused by the negligent or willful act or omission of a Unit Owner or Occupant, damage to the interior of any part of a Unit resulting from the maintenance, repair, emergency repair, removal, or replacement of any of the Common Elements or as a result of emergency repair within another Unit at the instance of the Association or of the Unit Owners shall be a Common Expense.

Section 14.10 Easements Deemed Created. All conveyances of Units hereafter made, whether by Declarant or otherwise, shall be construed to grant and reserve the easements contained in this Article 14, even though no specific reference to such easements or to this Article 14 appears in the instrument for such conveyance.

ARTICLE 15 – SPECIAL DECLARANT RIGHTS AND ADDITIONAL RESERVED RIGHTS

Section 15.1 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 the Plat filed with this Declaration and/or the right to complete construction of the Project as Declarant determines in its sole discretion.

(b) Sales Management and Marketing. The right to locate, relocate and maintain sales offices, management offices, signs advertising the Project, and models within any Unit or Units owned by Declarant and in the Common Elements. Declarant shall have the right to show Units and the Common

Elements to prospective purchasers and to arrange for the use of any recreational facilities within the Common Elements by prospective purchasers.

(c) Construction Easements. The right to create and use easements through the Common Elements for the purpose of making improvements within the Project. Declarant expressly reserves the right to perform warranty work, and repairs and construction work and to store materials in secure areas, in Units and in Common Elements, and the future right to control such work and repairs, and the right of access thereto, until its completion. Declarant may perform all work without the consent or approval of any Unit Owner or First Mortgagee or holder of a Security Interest. Declarant has such an easement through the Common Elements as may be reasonably necessary for the purpose of discharging Declarant's obligations and exercising Declarant's reserved rights in this Declaration. Such easement includes the right to construct underground utility lines, pipes, wires, ducts, conduits, and other facilities across the Property for the purpose of furnishing utility and other services to buildings and improvements to be constructed on any of the Property. Declarant's reserved construction easement includes the right to grant easements to public utility companies and to convey improvements within those easements anywhere in the Common Elements not occupied by an Improvement containing Units.

(d) Control of Association and Board of Directors. Subject to Section 8.6, the right to appoint or remove any officer of the Association or any member of the Board of Directors.

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

(f) Amendment of Plat. The right to amend the Plat and any Development Agreement between Declarant and the City of Ketchum in connection with the exercise of any Development Rights.

(g) Signs. The right to maintain signs on the Common Elements advertising the Project.

(h) Post-Sales. The right to use the Common Elements to maintain customer relations and provide post-sale services to Unit Owners.

(i) Parking/Storage. The right to use and to allow others to use all parking and storage areas, except Limited Common Elements appurtenant to sold Units, in connection with its marketing efforts.

(j) Disputes With Association. The right to require that all disputes with the Association, including but not limited to those arising out of or relating to the purchase and sale of the Units, the construction or management of the Units or Common Elements, or the interpretation of this Declaration, be mediated by the American Arbitration Association under its Commercial Mediation Rules. Thereafter, Declarant shall have the right to require that any unresolved dispute or controversy or claim, including but not limited to the aforementioned, be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

(k) Payment of Common Expenses. The right, but not the obligation, to pay all or part of budgeted Common Expenses in lieu of the Association levying Assessments for the same for any period of time.

Section 15.2 Additional Reserved Rights. In addition to the Special Declarant Rights set forth in Section 15.1 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, 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 Unit Owners within the Project.

(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 Project for the benefit of the Unit Owners and/or the Association.

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

(d) Unit Rentals. Declarant shall have the right to enact reasonable rules relating to the rental of units, including use of Common Elements, by renters, consistent with the provisions of Section 13.6.

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

Section 15.3 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; or (b) owns ten percent (10%) of the total number of Residential Units; provided, however, all Special Declarant Rights and Additional Reserved Rights shall terminate two (2) years after the termination of the Period of Declarant Control. Earlier termination of certain rights may occur pursuant to requirements of the Act.

Section 15.4 Interference with Special Declarant Rights. Neither the Association nor any Unit Owners 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 15.5 Rights Transferable. Any Special Declarant Rights or Additional Reserved Right created or reserved under this Article 15 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.

Section 15.6 Owner Waivers, Releases and Assumption of Risk Rights Transferable. Each Owner by accepting a deed to a Unit thereby does agree to assume all responsibility for and all inherent risk of damage or injury that may occur while owning or occupying a Unit or the Common Area, including but not limited to the following:

(a) Damage to land and other real property that is not part of a Unit, or that was not included in the purchase price for the Unit;

(b) Damage to spas and other recreational equipment or facilities driveways, boundary and retaining walls not necessary to the structural integrity of the Unit, fences, landscaping, sprinkler systems, patios, decks, stoops, steps

and porches, or any other appurtenant structure or attachment to a Unit not part of the Unit;

(c) Damage or loss which arises while the Unit is being used for nonresidential purposes;

(d) Damage or loss which arises out of the use of the patio fireplace;

(e) Any condition, which does not result in actual physical damage to the Unit;

(f) Damage to Unit as a result of modifications or improvements to Units. Unit Owner shall restore the Unit to industry standard codes or to the level of construction, whichever is greater.

(g) Any loss or damage that is caused or made worse by any of the following causes, whether acting alone or in concert or in sequence or concurrence with any other cause or causes whatsoever:

(h) Negligence, improper maintenance, defective material or work supplied by, or improper operation by, anyone other than the Declarant or its contractors, including failure to comply with the warranty requirements of manufacturers of appliances, equipment or fixtures;

(i) Failure to give prompt and proper notice to any insurer, including to any Home Buyer's Warranty insurer;

(j) Riot or civil commotion, war, vandalism, hurricane, tornado, fire, explosion, blasting, smoke, water, groundwater, flood, earthquake, hail snow, ice storm, lighting, falling trees or other objects, aircraft, vehicles, mudslide, avalanche, or volcanic eruption;

(k) Abuse or use of a Unit, or any part thereof, beyond the reasonable capacity of such Unit for such use;

(l) Microorganisms, fungus, decay, wet rot, dry rot, mold, mildew, vermin, insects, rodents, wild or domestic animals, plants, corrosion, rust, radon, radiation, asbestos, any solid, liquid or gaseous pollutant, contaminant, toxin, irritant, or carcinogenic substance, and electromagnetic field or emission;

- (m) Failure to minimize or mitigate any defect, condition, loss or damage as soon as practicable.
- (n) Any damage known prior to acquiring the Unit;
- (o) Loss caused, in whole or in part, by any peril or occurrence for which compensation is provided by private insurance, or state or federal funds;
- (p) Diminished market value of the Unit;
- (q) Any and all consequential loss or damage, including without limitation, any damage to property not covered by insurance, any damage to property not owned by the Owner, any bodily damage or personal injury of any kind, including physical or mental pain and suffering and emotional distress, and any medical or hospital expenses, or lost profits.

Each Owner further (i) releases Declarant and its members, employees, agents and representatives from any claim, loss, liability or cause of action in connection with the risks hereby assumed, (ii) waives and agrees not to sue, make any claim against, maintain an action against or recover from Declarant, its members, employees, agents, or representatives for damages sustained as a result of the risks hereby assumed, and (iii) to indemnify and hold harmless, Declarant and its members, employees, agents or representatives from all claims, judgments, costs, including attorneys' fees, incurred in connection with any action brought as a result of the risks hereby assumed.

ARTICLE 16 - INSURANCE

Section 16.1 Coverage. Commencing not later than the first conveyance of a Unit to a purchaser and to the extent reasonably available, the Association shall obtain and maintain insurance coverage as set forth in this Article. If such insurance is not reasonably available, and the Board of Directors determines that any insurance described herein will not be maintained, the Board of Directors shall promptly cause notice of that fact to be hand delivered or sent prepaid by United States mail to all Unit Owners and Eligible First Mortgagees at their respective last known addresses.

- (a) Property Insurance. The Association shall maintain property insurance on the Project for broad form covered causes of loss in amount of insurance not less than the full insurable replacement cost of the insured property less applicable deductibles at the time insurance is purchased and at

each renewal date, exclusive of land, excavations, foundations, and other items normally excluded from property insurance policies.

(b) Liability Insurance. The Association shall maintain commercial general liability insurance against claims and liabilities arising in connection with the ownership, existence, use, or management of the Project, insuring the Association. The Board of Directors, the Managing Agent, and their respective employees and agents. The minimum limits of insurance will be \$1,000,000 per occurrence, subject to an annual policy aggregate of \$2,000,000 unless otherwise determined by the Board. The Declarant shall be included as an additional insured in such Declarant's capacity as a Unit Owner. Unit Owners and Eligible First Mortgagees shall be included as additional insureds but only for claims and liabilities arising in connection with the ownership, existence, use, of the Common Elements or membership in the Association.

(c) Fidelity Bond. The Association shall maintain a fidelity bond on all persons who control or disburse funds of the Association. Coverage shall not be less in the aggregate than two months' current Assessments plus reserves, as calculated from the current budget of the Association. Any person employed as an independent contractor by the Association, including the Property Management Company must obtain and maintain fidelity bond in like amount for the benefit of the Association unless the Association names such person as an insured employee in the bond specified above.

(d) Other Insurance. The Board of Directors may also procure insurance against such additional risks of a type normally carried with respect to properties of comparable character and use that the Board of Directors deems reasonable and necessary in order to protect the Project, the Association and the Unit Owners, including but not limited to Community Association Professional (aka Directors and Officers Liability), Company Reimbursement (or Company Indemnification) and Fiduciary Liability policies.

(e) Unit Owners' Policies. Each Unit Owner may obtain additional insurance at his own cost for his own benefit so long as all such policies provide that the liability of the carriers issuing insurance to the Association hereunder shall not be affected or diminished by reason of any such insurance carried by any Unit Owner.

Section 16.2 Required Provisions. All insurance policies carried pursuant to the requirements of this Article 16 must provide that:

(a) each Unit Owner and each Eligible First Mortgagee is an insured person under the policy with respect to liability arising out of such Unit Owner's interest in the Common Elements or membership in the Association;

(b) no act or omission by any Unit Owner or Eligible First Mortgagee, unless acting within the scope of such Unit Owner's authority on behalf of the Association, will void the policy or be a condition to recovery under the policy;

(c) if, at the time of a loss under the Association policy, there is other insurance in the name of a Unit Owner covering the risks covered by the policy, the Association's policy provides primary insurance until the limits are exhausted, the Unit Owner coverage will then be excess;

(d) any loss covered by the policies must be adjusted by the Insurance Carrier with the Association;

(e) 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;

(f) the insurer, or authorized representative, shall issue certificates of insurance to the Association and, upon request, to any Unit Owner or holder of a Security Interest; and

(g) the insurer issuing the policy may not cancel or refuse to renew it until forty-five (45) days after notice of the proposed cancellation or non-renewal has been mailed to the Association and any Unit Owner(s) and holder(s) of Security Interests to whom a certificate of insurance has been issued at their respective last known addresses.

Section 16.3 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 that are required by the insurer. To the extent the Association settles a property insurance claim, it shall have the authority to assess negligent Unit Owners causing such loss or benefiting 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 Unit Owner a pro rata share of any deductible paid by the Association.

Section 16.4 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 17 - RESTORATION UPON DAMAGE OR DESTRUCTION

Section 17.1 Duty to Restore. Any portion of the Project, for which insurance is required under the Act or for which insurance carried by the Association is in effect, that is damaged or destroyed must be repaired or replaced promptly by the Association unless:

- (a) the Project is terminated;
- (b) repair or replacement would be illegal under a state statute or municipal ordinance governing health or safety;
- (c) sixty-seven percent (67%) of the Unit Owners, including every Owner of a Unit or assigned Limited Common Element that will not be rebuilt, vote not to rebuild; or
- (d) prior to the conveyance of any Unit to a purchaser, the holder of a Security Interest on the damaged portion of the Project rightfully demands all or a substantial part of the insurance proceeds.

In the event the Project is not repaired or replaced as allowed by Subparagraphs (a), (b) and (c) above, then the Real Estate in the Project shall be sold and the proceeds distributed pursuant to the procedures provided for in the Act for termination of condominium projects.

Section 17.2 Cost. The cost of repair or replacement in excess of insurance proceeds and reserves is a Common Expense.

Section 17.3 Plans. The Property must be repaired and restored in accordance with either the original plans and specifications or other plans and specifications which have been approved by the Board of Directors and a Majority of Owners.

Section 17.4 Replacement of Less Than Entire Property. If the entire Project is not repaired or replaced, the insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the

remainder of the Project and, except to the extent that other persons will be distributees:

(a) the insurance proceeds attributable to a Unit and Limited Common Elements that are not rebuilt must be distributed to the Unit Owner of the Unit and the Unit Owner of the Unit to which the Limited Common Elements were allocated, or to holders of Security Interests, as their interests may appear;

(b) the remainder of the proceeds must be distributed to each Unit Owner or holders of Security Interests, as their interests may appear, in proportion to the Allocated Interests in the Common Elements of all the Units; and

(c) if the Unit Owners vote not to rebuild a Unit, the Allocated Interests of the Unit are reallocated upon the vote as if the Unit had been condemned, and the Association promptly shall prepare, execute and record an amendment to this Declaration reflecting the reallocations.

Section 17.5 Insurance Proceeds. The insurance trustee, or if there is no insurance trustee, then the Board of Directors, acting by the President, shall hold any insurance proceeds in trust for the Association, Unit Owners and holders of Security Interests as their interest may appear. Subject to the provisions of the Sections above, the proceeds shall be disbursed first for the repair or restoration of the damaged Property, and the Association, Unit Owners and holders of Security Interests are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Property has been completely repaired or restored, or the Project is terminated, in which event the surplus proceeds will be distributed as provided in this Declaration.

Section 17.6 Certificates by the Board of Directors. The insurance trustee, if any, may rely on the following certifications in writing made by the Board of Directors:

(a) whether or not damaged or destroyed Property is to be repaired or restored; and

(b) the amount or amounts to be paid for repairs or restoration and the names and addresses of the parties to whom such amounts are to be paid.

Section 17.7 Certificates by Attorneys or Title Insurance Companies. If payments are to be made to Unit Owners or holders of Security Interests, the Board of

Directors, and the insurance trustee, if any, shall obtain and may rely on a title insurance company or attorney's certificate of title or a title insurance policy based on a search of the Records from the date of recording of this Declaration stating the names of the Unit Owners and the holders of Security Interest.

ARTICLE 18 - CONDEMNATION

Section 18.1 Sale by Unanimous Consent. If an action for condemnation of all or a portion of the Project is proposed or threatened by any governmental agency having the right of eminent domain, then, on unanimous written consent of all of the Unit Owners and after written notice to all mortgagees, the development, or a portion of it, may be sold by the Board of Directors acting as irrevocable attorney-in-fact of all of the Unit Owners for a price deemed fair and equitable by the Board of Directors, but in no event less than the aggregate unpaid balance of all mortgages encumbering all Units in the development.

Section 18.2 Distribution of Proceeds of Sale. On a sale occurring under Section 18.1, the proceeds shall be distributed to the Unit Owner and the mortgagees of each Unit in proportion to each Unit's relative interest in the Project as determined by an appraisal commissioned by the Board of Directors.

Section 18.3 Distribution of Condemnation Award. If the Project, or a portion of it, is not sold but is instead taken, the judgment of condemnation shall by its terms apportion the award among the Unit Owners and their respective mortgagees.

ARTICLE 19 - MORTGAGEE PROTECTIONS

Section 19.1 Introduction. This Article 19 establishes certain standards and covenants which are for the benefit of First Mortgagees. This Article 19 is supplemental to, and not in substitution for, any other provisions of this Declaration, but in the case of any conflict, this Article shall control.

Section 19.2 Percentage of First Mortgagees. Unless specifically provided otherwise, wherever in this Declaration the approval or consent of a specified percentage of Eligible First Mortgagees is required, it shall mean the approval or consent of sixty-seven percent (67%) of Eligible First Mortgagees. Each Eligible First Mortgagee shall be entitled to one vote for each Security Interest held by such Eligible First Mortgagee.

Section 19.3 Notice of Actions. If requested in writing to do so, the Association shall give prompt written notice of the following to each Eligible First Mortgagee making such request:

- (a) any condemnation loss or any casualty loss which affects a material portion of the Common Elements or any Unit in which an interest is held by the Eligible First Mortgagee;
- (b) any delinquency in the payment of Assessments which remains uncured for sixty (60) days by a Unit Owner whose Unit is encumbered by a Security Interest held by such Eligible First Mortgagee;
- (c) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association;
- (d) any proposed action which would require the consent of Eligible First Mortgagees as set forth in this Article;
- (e) any judgment rendered against the Association; and
- (f) a copy of any financial statement of the Association.

Section 19.4 Consent Required. The Association may not take any of the following actions, except as such rights have been specifically reserved by Declarant under the provisions of this Declaration, without the consent of sixty-seven percent (67%) of the Eligible First Mortgagees:

- (a) sale, conveyance or encumbrance of the Common Elements, separate from any Unit (provided, however, that the granting of easements for public utilities, or for other purposes provided for in this Declaration will not be deemed a transfer within the meaning of this clause);
- (b) restoration or repair of the Project (after hazard damage or partial condemnation) in a manner other than that specified in this Declaration;
- (c) termination of this Declaration for reasons other than substantial destruction or condemnation, subject to the approval percentages required for such termination;

(d) any action not to repair or to replace the Common Elements except as permitted in this Declaration.

Section 19.5 Notice of Objection. Unless an Eligible First Mortgagee provides the Secretary of the Association with written notice of its objection, if any, to any proposed amendment or action requiring the approval of Eligible First Mortgagees within thirty (30) days following the receipt of notice of such proposed amendment or action, the Eligible First Mortgagee will be deemed conclusively to have consented to or approved the proposed amendment or action.

Section 19.6 First Mortgagees' Rights.

(a) Advances. First Mortgagees, jointly or singly, may pay taxes or other charges which are in default and which may or have become a charge against any of the Common Elements or improvements thereon, and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for the Common Elements. First Mortgagees making such payments shall be owed immediate reimbursement from the Association.

(b) Cure Rights. First Mortgagees shall be entitled to cure any delinquency of the Unit Owner encumbered by a First Mortgage in the payment of Assessments. In that event, the First Mortgagee shall be entitled to obtain a release from the lien imposed or perfected by reason of such delinquency.

Section 19.7 Limitations on First Mortgagee's Rights. No requirement for approval or consent by a First Mortgagee provided in this Article 19 shall operate to:

(a) deny or delegate control over the general administrative affairs of the Association by the Unit Owners or the Board of Directors;

(b) prevent the Association or Board of Directors from commencing, intervening and/or settling any legal proceeding; or

(c) prevent any insurance trustee or the Association from receiving and distributing any insurance proceeds in accordance with the requirements of Article 18 entitled "Restoration Upon Damage or Destruction".

Section 19.8 Special Declarant Rights. No provision or requirement of this Article 19 entitled "Mortgagee Protections" shall apply to any Special Declarant Rights reserved to Declarant in this Declaration.

ARTICLE 20 - DURATION OF COVENANTS; AMENDMENT AND TERMINATION

Section 20.1 Term. This Declaration and any amendments or supplements to it shall remain in effect from the date of recordation for a period of fifty (50) years. Thereafter, this Declaration shall be automatically extended for successive periods of ten (10) years each, unless otherwise terminated or modified as provided in this Article.

Section 20.2 Amendment of Declaration. Except to the extent that this Declaration and the Act expressly permit or require amendments that may be executed by the Declarant or by the Association, this Declaration (including the Plat) may be amended only by a vote or agreement of Unit Owners to which more than sixty seven percent (67%) of the votes in the Association are allocated. Notwithstanding the foregoing, no amendment may create or increase Special Declarant Rights, increase the number of Units or change the boundaries of any Unit or the Allocated Interests of a Unit in the absence of a vote or agreement of the Unit Owners to which at least sixty seven percent (67%) of the votes of the Association, including sixty seven percent (67%) of the votes allocated to Units not owned by Declarant, are allocated, except to the extent otherwise permitted or required by this Declaration or the Act. Notwithstanding the foregoing, no amendment may change the uses to which any Unit is restricted in the absence of a vote or agreement of Unit Owners to which at least sixty seven percent (67%) of the votes of the Association are allocated, except to the extent otherwise permitted or required by this Declaration or the Act.

Section 20.3 Execution of Amendments; Expenses. Any amendment shall be prepared, executed and recorded either by the Declarant or by an officer of the Association designated for that purpose or, in the absence of a designation, by the President of the Association. All expenses associated with preparing and recording an amendment to this Declaration shall be the sole responsibility of: (a) any Unit Owners desiring an amendment as provided for in this Declaration or the Act; (b) the Declarant, to the extent the right to amend this Declaration is reserved to the Declarant and exercised by the Declarant; or (c) in all other cases by the Association as a Common Expense.

Section 20.4 When Modifications Permitted. Notwithstanding the provisions of Section 20.2 above, no amendment or termination of this Declaration shall be

effective in any event during the Period of Declarant Control, unless the written approval of Declarant is first obtained.

Section 20.5 Recording of Amendments. Any amendment to this Declaration made in accordance with this Article 20 shall be immediately effective upon the recording of the executed amendment in the Records together with a duly authenticated certificate of the Declarant or the Secretary of the Association stating that the required vote of Unit Owners, if any, and required consents of First Mortgagees (and/or Eligible First Mortgagee, as applicable) were obtained and are on file in the office of the Association. The amendment must be indexed in the grantee's index in the name of the Project and the Association and in the grantor's index in the name of each person or entity executing the Amendment.

Section 20.6 Rights of Eligible First Mortgagees. To the extent allowed by the Act, Eligible First Mortgagees shall have the rights to approve specified action of the Unit Owners or the Association as a condition to the effectiveness of those actions as provided in Article 19 entitled "Mortgagee Protections".

Section 20.7 Termination of the Project. The Project may only be terminated as provided in the Act.

ARTICLE 21 – ALLEGED DEFECTS

Section 21.1 Intention. It is Declarant's intent that all Improvements of every type and kind which may be installed by Declarant as part of the Project, including the fixtures in the Units and Common Elements within the Project (collectively, the "Declarant Improvements") be of a quality that is consistent with construction and development practices for a condominium of this type. Nevertheless, due to the complex nature of construction and the subjectivity involved in evaluating such quality, disputes may arise as to whether a defect exists and Declarant's responsibility therefor. It is Declarant's intent to resolve all disputes and claims regarding "Alleged Defects" (as defined below) amicably, and without the necessity of time consuming and costly litigation. Accordingly, all Owners and the Association, as well as the Board shall be bound by the claim resolution procedure set forth in this Article 19.

Section 21.2 Declarant's Right to Cure. If the Association, the Board, or any Owner or Owners (collectively, "Claimant") claim, contend, or allege that any portion of a Unit and/or any Declarant Improvements are defective or incomplete, or that Declarant or its agents, consultants, contractors or subcontractors were negligent in the planning, design, engineering, grading, construction or other development thereof

(collectively, an "*Alleged Defect*"), Declarant hereby reserves the right to inspect, cure, repair and/or replace such Alleged Defect as set forth herein.

Section 21.3 Notice to Declarant. If a Claimant discovers an Alleged Defect, Claimant shall, within a reasonable time after discovery, notify Declarant, in writing, at: Limelight Ketchum, LLC, c/o: General Counsel, Aspen Skiing Company, PO Box 1248, Aspen, CO 81612, or such other address at which Declarant maintains its principal place of business, of the specific nature of such Alleged Defect ("*Notice of Alleged Defect*").

Section 21.4 Right to Enter, Inspect, Cure and/or Replace. Immediately after the receipt by Declarant of a Notice of Alleged Defect or the independent discovery of an Alleged Defect by Declarant or any governmental agency, and for a reasonable time thereafter, as part of Declarant's reservation of rights, Declarant shall have the right, upon reasonable notice to Claimant and during normal business hours, to enter onto or into, as applicable, any Unit or the Common Elements, and/or any Declarant Improvements for the purposes of inspecting and, if deemed necessary by Declarant, curing, repairing and/or replacing the Alleged Defect. In conducting such inspection, cure, repairs and/or replacement, Declarant shall be entitled to take any actions as it shall deem reasonable and necessary under the circumstances.

Section 21.5 Claims. All Claims arising out of this Article 21 shall be submitted to binding Arbitration as provided in Section 21.8, below. No Claimant shall initiate any arbitration against Declarant alleging damages (a) for the costs of curing, repairing, or replacing any Alleged Defect, (b) for the diminution in value of any real or personal property resulting from such Alleged Defect or (c) for any consequential damages resulting from such Alleged Defect, unless and until Claimant has (i) delivered to Declarant a Notice of Alleged Defect and (ii) Declarant has, within 120 days after its receipt of the Notice of Alleged Defect, either (1) failed to cure, repair or replace the Alleged Defect or (2) if the Alleged Defect cannot reasonably be cured, repaired or replaced within such 120 day period, failed to commence such cure, repair or replacement of the Alleged Defect and, thereafter, failed to pursue diligently such cure, repair or replacement to completion. During any such period while Declarant is diligently pursuing to completion the cure, repair or replacement of the Alleged Defect, Claimant shall not stop, restrict, hinder, interrupt or otherwise interfere with any reasonable action or activity taken by Declarant, its employees, agents, or independent contractors, to inspect, cure, repair or replace the Alleged Defect, whether or not such action or activity is taken, or is proposed to be taken, on property owned by Claimant.

Section 21.6 No Additional Obligations; Irrevocability and Waiver of Rights. Nothing set forth in this Article 21 shall be construed to impose any obligation on Declarant to inspect, cure, repair or replace any item or Alleged Defect for which

Declarant is not otherwise obligated to do under applicable law or any limited warranty provided by Declarant in connection with the sale of the Units and/or the Declarant Improvements constructed thereon, nor shall anything set forth in this Article 21 constitute an express or implied representation, warranty or guarantee by Declarant concerning any Declarant Improvements or the Project. The right of Declarant to enter, inspect, cure, repair and/or replace reserved hereby shall be irrevocable and may not be waived and/or terminated except by a writing, in recordable form, executed and recorded by Declarant in the Records.

Section 21.7 Statutory Remedies. The terms, conditions and procedures set forth in this Article 21 are in addition to the terms, conditions and procedures set forth in Idaho Code §§ 6-2501, et seq., and shall, to the maximum extent permitted by law, be exercised by any Claimant prior to instituting a claim and/or commencing an action under Idaho Code §§ 6-2501, et seq. for “constructional defects”; *provided, however*, the procedures set forth in this Article 21 shall not abrogate any of the requirements of Claimant under Idaho Code §§ 6-2501, et seq. Further, to the extent any provisions of this Article 21 are inconsistent with the provision of Idaho Code §§ 6-2501, et seq., the provisions of this Section 21 shall apply to the maximum extent permitted by law and shall extend all the time periods set forth in Idaho Code §§ 6-2501, et seq. until expiration of the 120 day period set forth in this Article 21. It is the express intent of Declarant to provide, by this Article 21, an initial 120 day period for Declarant to investigate and cure any constructional defects alleged by Claimant before the provisions of Idaho Code §§ 6-2501, et seq. are implemented and initiated by Claimant including, without limitation, the notice of claim, inspection, offer of settlement, and repair provisions of Idaho Code §§ 6-2501, et seq. Each Owner, by acceptance of a deed or otherwise acquiring title to any Unit agrees to be bound by all of the provisions of this Article 21.

Section 21.8 Arbitration. Unless otherwise agreed, the exclusive method of binding dispute resolution for claims made by a Claimant arising out of this Article 21 shall be arbitration administered by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules in effect as of the date of this Declaration. A demand for arbitration shall be made by such Claimant in writing, delivered to Declarant and filed with the entity administering the arbitration. No demand for arbitration shall be made until after the procedures set forth in Sections 21.3 through 21.6 have been fully complied with and the timeframes set forth therein have expired. In no event shall a claim for arbitration be made after the date when the initiation of legal or equitable proceedings based on the claim are barred by the applicable statute of limitations or statute of repose. For purposes of statutes of limitation and statutes of repose, receipt of the written demand for arbitration by the

entity administering the arbitration shall constitute the initiation of legal action or equitable proceedings based on the claim. This agreement to arbitrate shall be specifically enforceable in accordance with applicable law in any court of competent jurisdiction, and any award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. In any such arbitration, the prevailing party shall, in addition to any other relief received, be entitled to an award of its reasonable attorneys' fees and costs arising from such claim.

Section 21.9 Additional Disclosures; Disclaimers and Releases

WITHOUT LIMITING ANY OTHER PROVISION IN THIS DECLARATION, THE ASSOCIATION AND, BY ACCEPTANCE OF A DEED OR ACQUIRING TITLE TO A UNIT, OR BY POSSESSION OR OCCUPANCY OF A UNIT, EACH OWNER FOR ITSELF AND FOR THE OWNER'S TENANTS, EMPLOYEES, FAMILY MEMBERS, GUESTS AND OTHER INVITEES, SHALL CONCLUSIVELY BE DEEMED TO UNDERSTAND, AND TO HAVE ACKNOWLEDGED AND AGREED TO, ALL OF THE FOLLOWING:

(a) Living in a multi-story building with hotel, commercial and residential components entails living in very close proximity to other persons and businesses, with attendant limitations on solitude and privacy. Walls, floors and ceilings have been designed to meet applicable building codes. However, Owners will hear noise from adjacent Units within the Project, including, but not limited to, noise from showers, bathtubs, sinks, toilets or other sources of running water and/or plumbing fixtures. Also, Owners may hear noise from items such as spas, equipment in the recreation amenities located in the Hotel Unit, vacuum cleaners, stereos or televisions, or from people running, walking, exercising and socializing. Finally, Owners can expect to hear sound, music, noise, odors, vibrations, and other nuisances from the Hotel Unit and exterior open spaces or Common Areas in the normal course of hotel and banquet operations as well as from other residential, retail and commercial developments in the vicinity of the Project. Owners may also experience light entering the Units from commercial lighting in the vicinity and from street lights located in close proximity to the windows and doors of the Units.

(b) The Association has no control over the transmission of noise, light or odors within the Project and/or from the adjacent residential, retail and commercial developments, and the potential effect of such noise, light or odors on Units within the Project.

(c) Each Owner acknowledges that (i) there are no protected views in the Project, and no Unit is assured the existence or unobstructed continuation

of any particular view, and (ii) any construction, landscaping or other installation of Improvements by the Declarant, other Owners or owners of other property in the vicinity of the Project may impair the view from any Unit, and each Owner consents to such view impairment.

(d) Certain portions of land (the "*Neighboring Developments*") outside, abutting and/or near the Project have not yet been developed or may be subject to redevelopment, and in the future may or will be developed by Declarant, or third parties over whom Declarant has no control. The Association has no jurisdiction over the future Neighboring Developments, and accordingly, there is no representation as to the nature, use or architecture of any future development or improvements on Neighboring Developments; and such use, development and/or construction on Neighboring Developments may result in noise, dust, or other "nuisance" to the Project or Owners.

(e) Residential and commercial construction is an industry inherently subject to variations and imperfections, and items which do not materially affect safety or structural integrity shall be deemed "*expected minor flaws*" (including, but not limited to: reasonable wear, tear or deterioration; shrinkage, swelling, expansion or settlement; squeaking, peeling, chipping, cracking or fading; touch-up painting; minor flaws or corrective work; and like items) and not constructional defects. Subsequent to the initial Conveyance of each Unit, each Owner hereby releases the Declarant from any and all claims arising from or relating to such expected minor flaws.

(f) The finished construction of each Unit, Common Elements and any Association Property, while within the standards of the industry in the City of Ketchum, Blaine County, Idaho, and while in substantial compliance with the plans and specifications, will be subject to variations and imperfections and expected minor flaws; and each Owner hereby releases the Declarant from any and all claims arising from or relating to such variations, imperfections and flaws.

(g) Indoor air quality of the Units may be affected in a manner and to a degree found in new construction within industry standards, including, without limitation, by particulates or volatiles emanating or evaporating from new carpeting or other building materials, fresh paint or other sealants or finishes, and similar products.

(h) Installation and maintenance of any security or traffic access device, operation, or method, shall not create any presumption or duty whatsoever of the Declarant or the Association (or their respective officers, directors, managers, employees, agents, and/or contractors) with regard to security or protection of persons or property within or adjacent to the Project; and each Owner, by acceptance

of a deed to a Unit, whether or not so stated in the deed, shall be deemed to have agreed to take any and all protective and security measures and precautions which such Owner would have taken if the Project had been located within public areas.

(i) The Units and other portions of the Project from time to time may, but need not necessarily, experience problems with bees, ants, spiders, termites, birds, and/or other insect, rodent or pest problems (collectively, "pests"); and Declarant hereby specifically disclaims any and all representations or warranties, express and implied, with regard to or pertaining to any pest, and each Owner must make its own independent determination regarding the existence or non-existence of any pest(s) which may be associated with the Unit or other portions of the Project.

(j) Even with a "slip sheet" underneath, certain hard surface flooring may still be subject to hairline cracks, and grout may crack and/or deteriorate, and furthermore, cracks in the walls may result from normal settlement and shifting around doors, windows, walls and ceilings; and each Owner shall be solely responsible for any such cracking or deterioration.

(k) "Cutting-out" (for example, but not limited to, for installation of speakers or "can" lights) or alteration of any portion of wall, ceiling, and/or floor by an Owner within a Unit is permitted only when such "cutting-out" is repaired, does not damage or adversely affect sound insulation or other important features of the Unit and complies with the pertinent fire codes.

(l) Other matters, limitations, and restrictions, uniquely applicable to this Project, are set forth in this Declaration, and may be supplemented from time to time by the Rules and Regulations.

(m) Declarant has complied with all Unit maintenance and operation procedures and has performed upgrades, modifications, and/or repairs consistent with or above industry standards. Declarant reserves the right to buy back Units deemed to be defective at the market rate. Should an Owner allege that a Unit is defective, an inspection shall be performed by an independent third party and shall be paid for by the Unit Owner. Should the Unit be deemed defective Declarant will reimburse Unit Owner 50% of the inspection cost.

Section 21.10 Releases. THE ASSOCIATION AND, BY ACCEPTANCE OF A DEED OR OTHERWISE ACQUIRING TITLE TO A UNIT, EACH OWNER, FOR ITSELF AND ALL PERSONS CLAIMING UNDER SUCH OWNER, SHALL CONCLUSIVELY BE DEEMED TO HAVE ACKNOWLEDGED AND AGREED TO RELEASE THE DECLARANT AND ITS AFFILIATES, AND ALL OF THEIR RESPECTIVE OFFICERS, MANAGERS, AGENTS,

EMPLOYEES, SUPPLIERS, AND CONTRACTORS, FROM ANY AND ALL CLAIMS, CAUSES OF ACTION, LOSS, DAMAGE OR LIABILITY (INCLUDING, BUT NOT LIMITED TO, ANY CLAIM FOR NUISANCE OR HEALTH HAZARD, PROPERTY DAMAGE, BODILY INJURY, AND/OR DEATH) ARISING FROM OR RELATED TO ALL AND/OR ANY ONE OR MORE OF THE CONDITIONS, ACTIVITIES, OCCURRENCES, OR OTHER MATTERS DESCRIBED IN THE FOREGOING SECTION 21.

ARTICLE 22 - MISCELLANEOUS

Section 22.1 Enforcement. Except as otherwise provided in this Declaration, enforcement of the covenants, conditions, restrictions, easements, reservations, rights-of-way, and other provisions contained in this Declaration and the other Project Documents shall be through any proceedings at law or in equity brought by any aggrieved Unit Owner, the Association, or Declarant against the Association or any Unit Owner. Such actions may seek remedy by injunction or restraint of a violation or attempted violation, or an action for damages, or any of them, without the necessity of making an election.

Section 22.2 Notices. All notices, demands, or other communications required or permitted to be given hereunder shall be in writing, and any and all such items shall be deemed to have been duly delivered upon personal delivery; upon actual receipt, in the case of notices forwarded by certified mail, return receipt requested, postage prepaid; as of 12:00 Noon on the immediately following business day after deposit with Federal Express or a similar overnight courier service; or as of the third business hour (a business hour being one of the hours from 8:00 a.m. to 5:00 p.m. on business days) after transmitting by telecopy.

Section 22.3 Nonwaiver. Failure by Declarant, the Association, or any Unit Owner or Eligible First Mortgagee to enforce any covenant, condition, restriction, easement, reservation, right-of-way, or other provision contained in the Project Documents shall in no way or event be deemed to be a waiver of the right to do so thereafter.

Section 22.4 Severability. The provisions of this Declaration shall be deemed to be independent and severable, and the invalidity of any one or more of the provisions of it by judgment or court order or decree shall in no way affect the validity or enforceability of any of the other provisions, which provisions shall remain in full force and effect. Any provision which would violate the rule against perpetuities and the rule prohibiting unlawful restraints on alienation shall be construed in a manner as to make this Declaration valid and enforceable.

Section 22.5 Number and Gender. Unless the context provides or requires to the contrary, the use of the singular herein shall include the plural, the use of the plural shall include the singular, and the use of any gender shall include all genders.

Section 22.6 Captions. The captions to the Articles and Sections and the Table of Contents at the beginning of this Declaration are inserted only as a matter of convenience and for reference, and are in no way to be construed to define, limit, or otherwise describe the scope of this Declaration or the intent of any provision of this Declaration.

Section 22.7 Conflicts in Legal Documents. In case of conflicts between the provisions in this Declaration and the Articles of Incorporation or the Bylaws, this Declaration shall control. In case of conflicts in the provisions in the Articles of Incorporation and the Bylaws, the Articles of Incorporation shall control.

Section 22.8 Exhibits. All the Exhibits attached to and described in this Declaration are incorporated in this Declaration by this reference.

Section 22.9 Choice of Law. This Declaration shall be construed and interpreted in accordance with the laws of the State of Idaho.

Section 22.10 Construction. This Declaration shall be construed and interpreted without the application of any rule of construction based on the Declarant as the drafter of this Declaration.

Section 22.11 Legal Counsel. This Declaration was prepared by attorneys representing only the Declarant.

Executed as of the _____ day of _____, 2016.

Limelight Ketchum, LLC,
a Delaware limited liability company

By: _____
Authorized Agent

EXHIBIT A
TO
DECLARATION

LEGAL DESCRIPTION

**Amended Lot 1A, Block 20, in Section 11, Ketchum Town Site,
City of Ketchum, Blaine County, Idaho.**

DRAFT

EXHIBIT B
TO
DECLARATION
TABLE OF ALLOCATED INTERESTS

Unit Identification	Unit Classification	Unit Area (sq. feet)	Percentage Share of Common Elements	Percentage Share of Common Expense Liability	Number of Units
H	Hotel	67,686	65.23	65.23	
Ret	Retail	1,980	1.91	1.91	
406	Residential	3,158	3.04	3.04	
409	Residential	2,704	2.61	2.61	
411	Residential	1,873	1.80	1.80	
412	Residential	1,529	1.47	1.47	
414	Residential	3,581	3.45	3.45	
423	Residential	2,578	2.48	2.48	
501	Residential	1,959	1.89	1.89	
503	Residential	2,438	2.35	2.35	
505	Residential	2,707	2.61	2.61	
507	Residential	1,873	1.80	1.80	
508	Residential	1,528	1.47	1.47	
510	Residential	3,579	3.45	3.45	
512	Residential	1,790	1.73	1.73	
514	Residential	2,811	2.71	2.71	
	TOTAL	103,774	100.00	100.00	

EXHIBIT C
TO
DECLARATION

ASSOCIATION ARTICLES OF
INCORPORATION

DRAFT



EXHIBIT D
TO
DECLARATION

ASSOCIATION BYLAWS

DRAFT

received
1/25/16

BYLAWS
OF
151 SOUTH MAIN HOTEL & RESIDENCES OWNERS' ASSOCIATION, INC.
an Idaho Non-Profit Corporation

**Article 1
NAME AND LOCATION**

The name of the association is 151 SOUTH MAIN HOTEL & RESIDENCES OWNERS' ASSOCIATION, INC. (hereinafter referred to as the "**Association**"). The Association is organized under the Idaho Nonprofit Corporation Act. The principal office of the Association shall be located in the County of Blaine, State of Idaho.

**Article 2
DEFINITIONS**

2.1 Declaration. The "**Declaration**" shall mean, collectively, the Declaration of Covenants, Conditions and Restrictions for the 151 South Main Hotel & Residences, and any amendments or supplements recorded or to be recorded pursuant thereto, and applicable to the condominium development commonly known and referred to as 151 South Main Hotel & Residences located in Ketchum, Idaho.

2.2 Other Definitions. Each and every definition set forth in Section 2 of the Declaration shall have the same meaning herein as therein, and each and every such definition is incorporated by reference herein and made a part hereof as if once again fully written and set forth at length herein.

**Article 3
MEMBERSHIP; VOTING RIGHTS**

The qualification for membership, the classes of membership and the voting rights of members shall be as set forth in Sections 4 and 8 of the Declaration, all of which are hereby incorporated by reference herein as if set forth in full.

**Article 4
MEETINGS OF MEMBERS**

4.1 Annual Meetings. The organizational meeting and the first annual meeting of the members shall be held within sixty (60) days of the date of the first conveyance of a Unit. Thereafter, annual meetings of members of the Association shall be held each year on a day to be determined by the Board of Directors (hereinafter referred to as the "board"), which day shall not be a legal holiday.

4.2 Special Meetings. Special meetings of the members may be called at any time by the president or by a majority of the board, or upon written request of the members representing at least twenty-five percent (25%) of the votes in the Association.

4.3 Notice of Meetings. Notice of all members meetings, annual or special, shall be hand delivered, sent prepaid United States Mail, or, sent by email if receipt by email is agreed to by a member, and shall be given not less than ten (10) days nor more than fifty (50) days prior to the time of said meeting and shall set forth the place, date and hour of the meeting, and the nature of the business to be undertaken. Notices shall be given by, or at the direction of, the secretary or person authorized to call the meeting, and shall be transmitted to each member

entitled to vote there at. Notice shall also be given to any mortgagee who has requested to receive notice of such meeting at mortgagee's address last appearing on the books of the Association for the purpose of notice. Mailed notices shall be deemed received 48 hours after same are mailed; notice by hand delivery shall be deemed received upon delivery; notice delivered by email after consent to receive notice by email by member is deemed received upon delivery to the email address appearing on the books of the Association unless a notice of failure of delivery is received by the sending party. Members are obligated to update addresses for Notice with the Association.

4.4 Quorum. The presence at any meeting in person, by telephone or video conferencing, or by proxy of members entitled to cast at least twenty percent (20%) of the total votes of all members of the Association shall constitute a quorum. If any meeting cannot be held because a quorum is not present, members representing a majority of the votes present, either in person or by proxy, may adjourn the meeting to a time not less than 48 hours nor more than 30 days from the time the original meeting was called, at which adjourned meeting the quorum requirement shall be at least ten percent (10%) of said total votes. Any meeting of members whereat a quorum is present may be adjourned for any reason to a time not less than 48 hours nor more than 30 days from the time of such meeting by members representing a majority of the votes present thereat, either in person or by proxy. Notwithstanding the foregoing, meetings to approve the annual budget are subject to the provisions set forth in Section 8.3 of the Declaration.

4.5 Proxies. At all meetings of members each member may be present in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease when the ownership interest or interests of such member entitling him to membership in the Association ceases.

4.6 Order of Business. Unless otherwise determined by the board, the order of business of all meetings of the members shall be as follows:

- (a) roll call;
- (b) proof of notice of meeting or waiver of notice;
- (c) reading of minutes of preceding meeting;
- (d) reports of board and officers;
- (e) unfinished business;
- (f) new business; and
- (g) election of directors, if any are to be elected.

4.7 Parliamentary Procedure. All questions of parliamentary procedure shall be decided in accordance with Roberts Rules of Order.

4.8 Majority of Owners. Except as otherwise provided herein or in the Declaration, the majority of the total voting power present, in person or by proxy, shall prevail at all meetings.

4.9 Action Without Meeting. Any action which may be taken at a meeting of the members may be taken without a meeting if authorized by a writing signed by all of the members who would be entitled to vote at a meeting for such purpose and filed with the secretary.

Article 5 DIRECTORS

5.1 Number. Prior to the termination of any Period of Declarant Control, the board shall consist of the number of directors as set forth and determined in accordance with Section 8.6 and 8.7 of the Declaration, who need not be members and elected in accordance with the provisions of Section 8.7 of the Declaration. Not later than the termination of any Period of Declarant Control, the board shall consist of at least five (5) directors, two (2) of whom shall be appointed by the Hotel Unit Owner, one (1) of whom shall be appointed by the Retail Unit Owner, and two (2) of whom shall be elected by the Residential Unit Owners. Not more than one representative member from each Residential Unit may serve on the board at the same time.

5.2 Term of Office. The directors shall hold terms of two (2) years, except that the terms of two (2) of the initial directors have one (1) year terms. All directors shall hold office until their successors are elected or appointed, as the case may be, and qualified, or until he/she resigns or has been removed in the manner provided for herein. Subsequent to the Period of Declarant Control, at each annual election, the Residential Unit Owners may elect one director to replace the director elected by Residential Unit Owners whose term will expire that year to hold office for a term of two years. The intent of this provision is to provide that the two directors elected by Residential Unit Owners have staggered terms.

5.3 Nomination. Subject to the provisions of Section 8.7 of the Declaration, the board may create a nominating committee to make nominations of Residential Owners for election to the board. Nominations may also be made from the floor at each annual meeting.

5.4 Election. Election to the board by Residential Unit Owners shall be by secret ballot. At such election, the Residential members, or their proxies, may cast as many votes as they are entitled to cast under the provisions of the Declaration. The candidate receiving the highest number of votes, as confirmed by the Secretary, shall be deemed elected. Election results may be shared with the members.

5.5 Compensation. No director shall receive any compensation for any service he may render to the Association; provided, however, any director may be reimbursed for actual out-of-pocket expenses incurred by him in the performance of his duties.

5.6 Removal; Vacancies. Removal of directors shall be as provided in Section 8.8 of the Declaration. In the event of the death, resignation or removal of a director, his/her successor shall be selected by the remaining members of the board and shall serve for the unexpired term of his predecessor.

Article 6 MEETINGS OF DIRECTORS

6.1 Regular Meetings. Regular meetings of the board shall be held quarterly without notice at such place and hour as may be fixed from time to time by resolution of the

board, or at such other intervals as determined by the board. Should any such meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday. Notice of the time and place of any such meeting shall be posted at a prominent place or places within the common area.

6.2 Special Meetings. Special meetings of the board shall be held when called by the president of the Association, or by any two (2) directors, after not less than three (3) days prior notice to each director, which notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be posted in the manner prescribed for notice of regular meetings not less than 72 hours prior to the scheduled time of the meeting.

6.3 Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business at a meeting of the board. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the board.

6.4 Conduct of Meetings. Regular and special meetings of the board shall be open to all members of the Association; provided, however, that Association members who are not on the board may not participate in any deliberation or discussion unless expressly so authorized by the vote of a majority of a quorum of the board. The board may, with the approval of a majority of a quorum of the members of the board, adjourn a meeting and reconvene in executive session to discuss and/or vote upon any situation set forth in Section 9.4 of the Declaration, and any personnel matters, litigation in which the Association is or may become involved and orders of business of a similar or otherwise sensitive nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

6.5 Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the board.

Article 7 POWER AND DUTIES OF THE BOARD

7.1 Powers. The board shall have all powers conferred upon the Association as set forth herein and in the Declaration, excepting only those powers expressly reserved to the members.

7.2 Duties. It shall be the duty of the board:

(a) to cause to be kept a complete record of all of its acts and doings and to present a statement thereof to the members at each annual meeting of the members, or at any special meeting when such statement is requested in writing by members representing one-fourth (1/4) of the members of the Association;

(b) to supervise all officers, agents and employees of the Association, and to see that their duties are properly performed; and

(c) to delegate its powers as provided in the Declaration.

Article 8
OFFICERS AND THEIR DUTIES

8.1 Enumeration of Offices. The officers of the Association shall be a president and vice president, who shall at all times be members of the board, a secretary, and a treasurer, and such other officers as the board may from time to time by resolution create.

8.2 Election of Officers. The election of officers shall take place at the organizational meeting of the board and thereafter at each meeting of the board following each annual meeting of the members.

8.3 Term. The officers of this Association shall be elected annually by the board and each officer shall hold office for one year unless he shall sooner resign, or shall be removed, or shall otherwise be or become disqualified to serve.

8.4 Special Appointments. The board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the board may, from time to time, determine.

8.5 Resignation and Removal. Any officer may be removed from office with or without cause by the board. Any officer may resign at any time by giving written notice to the board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

8.6 Vacancies. A vacancy in any office may be filled by appointment by the board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

8.7 Multiple Offices. The offices of the secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 8.4 hereof.

8.8 Duties. The duties of the officers shall be as follows:

(a) **President.** The president shall preside at all meetings of the board, shall see that orders and resolutions of the board are carried out.

(b) **Vice President.** The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the board.

(c) **Secretary.** The secretary, or a designated representative approved by the board, shall record, the votes and keep the minutes of all meetings and proceedings of the board and of the members, shall serve notices of meetings of the board and of the members, shall keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the board.

(d) **Treasurer.** The treasurer, or a designated representative approved by the board, shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the board, shall keep proper books of

account, shall cause an annual operating statement reflecting income and expenditures of the Association for its fiscal year to be prepared and shall cause copies of said statement to be distributed to each member within sixty (60) days after the end of such fiscal year, and shall cause an annual budget to be prepared and presented to each member.

8.9 Compensation. No officer shall receive any compensation for any service he may render to the Association; provided, however, any officer may be reimbursed for actual out-of-pocket expenses incurred by him in the performance of his duties.

Article 9 COMMITTEES

Subject to any contrary provisions of the Declaration and these bylaws, if any, the board may appoint a nominating committee as provided in these bylaws. In addition, the board may appoint such other committees, as it deems appropriate in order to carry out its purpose.

Article 10 ASSESSMENTS

As more fully provided in Section 10 of the Declaration, each member is obliged to pay to the Association annual and special assessments to be collected as therein set forth, all of which are hereby incorporated by reference herein as if set forth in full.

Article 11 AMENDMENTS

These bylaws may be altered, amended or repealed by members of the Association in the same manner as set forth for amending the Declaration as set forth in Article 20.2 of the Declaration.

Article 12 GENERAL PROVISIONS

12.1 Conflicting Provisions. In the case of any conflict between any provisions of the Declaration and these bylaws, the conflicting provisions of the Declaration shall control.

12.2 Fiscal Year. The fiscal year of the Association shall be June 1 to May 31, unless and until a different fiscal year is adopted by the members at a duly constituted meeting thereof.

12.3 Proof of Membership. No person shall exercise the rights of membership in the Association until satisfactory proof thereof has been furnished to the secretary. Such proof may consist of either a copy of a duly executed and acknowledged grant deed or title insurance policy showing said person to be the owner of an interest in a condominium entitling him to membership. Such deed of policy shall be deemed conclusive in the absence of a conflicting claim based on a later deed or policy.

12.4 Absentee Ballots. The board may make such provisions as it may consider necessary or desirable for absentee ballots.

12.5 Consent to Waiver of Notice. The transactions at any meeting of the board, however noticed, shall be as valid as though had at a meeting duly held after regular notice if a

quorum be present and either before or after the meeting each director not present thereat signs a written waiver of notice or a consent to the holding of such meeting or an approval of the true and correct minutes thereof. All such waivers, consents or approvals shall be filed with the records of the board and made a part of its minutes.

12.6 Reserves. Any amounts collected by or paid to the Association in excess of operational needs shall be set aside as reserves for future financial needs in the manner set forth in the Declaration and shall be deposited into insured interest-bearing accounts. These sums may include amounts collected by Declarant from owners through purchase escrows representing capital contribution by such owners to the Association.

CERTIFICATE OF SECRETARY

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, Secretary of 151 South Main Hotel & Residences Owners' Association, Inc., an Idaho nonprofit corporation, does hereby certify that the above and foregoing Bylaws were duly adopted by the Board of Directors of said Association on the ____ day of _____, 2016, and that they now constitute said bylaws.

Secretary



ARTICLES OF INCORPORATION (Non-Profit)

Title 30, Chapters 21 and 30, Idaho Code

Filing fee: \$30 typed, \$50 not typed

Complete and submit the form in duplicate.

Article 1: The name of the corporation shall be:

151 South Main Hotel & Residences Owners' Association, Inc.

Article 2: The purpose for which the corporation is organized is: _____

Condominium Owners' Association

Article 3: Registered agent name and address:

James R. Laski

675 Sun Valley Rd., Suite A, Ketchum, ID 83340

(Name)

(Address)

Article 4: The board of directors shall consist of no fewer than three (3) people. The names and addresses of the initial directors are:

(Name)

(Address)

(Name)

(Address)

(Name)

(Address)

Article 5: Incorporator name(s) and address(es):

James R. Laski

PO Box 3310, Ketchum, ID 83340

(Name)

(Address)

(Name)

(Address)

(Name)

(Address)

Article 6: The mailing address of the corporation shall be:

PO Box 1248, Aspen CO 81612

(Address)

Article 7: The corporation (does does not) have voting members.

Article 8: Upon dissolution the assets shall be distributed: _____

pro rata to its members

Signatures of all incorporators:

Printed Name: _____

Signature: _____

Printed Name: James R. Laski

Signature: _____

Printed Name: _____

Signature: _____

Secretary of State use only

**Attachment B.
Public comment**

None to date

IN RE:)	
)	
Dartnell Avalanche Deflection Wall)	
	)	KETCHUM PLANNING AND ZONING COMMISSION
	)	FINDINGS OF FACT, CONCLUSIONS OF LAW AND
	)	DECISION
Conditional Use Permit (CUP))	
)	
)	
)	

File Number: 15-143

BACKGROUND FACTS

PROJECT: Dartnell Conditional Use Permit

OWNER(S): Ashley Dartnell and Bruce Steinberg

REPRESENTATIVE: Ben Young, Landscape Architect

REQUEST: Conditional Use Permit (CUP) for an avalanche deflection device in the Avalanche Overlay zoning district

LOCATION: Huffman Subdivision, Lot 6A, Block 2 (300 Huffman Drive)

NOTICE: Property owners within 300-foot radius of subject property were mailed notice on December 22, 2015. A public hearing notice was published in the Idaho Mountain Express on December 23, 2015. A public hearing notice was posted on the site on January 4, 2016.

ZONING: Limited Residential (LR) and Avalanche Overlay (A)

PUBLIC NOTICE: The following notice was published in the Idaho Mountain Express on October 21, 2015:

NOTICE IS HEARBY GIVEN that on Monday, January 11, 2015, at 5:15 p.m., the Ketchum Planning and Zoning Commission will conduct a site visit at:

Huffman Subdivision Lot 6A, Block 2 (300 Huffman Drive)

Following the site visit, the Commission will reconvene at 5:30 p.m., at City Hall at 480 East Avenue North, Ketchum, Idaho, to hold a Public Hearing for the application by Bruce Steinberg and Ashley Dartnell, represented by Ben Young

Landscape Architects, for a Conditional Use Permit for an Avalanche Deflection Wall on the subject property.

GENERAL FINDINGS OF FACT

1. Dartnell and Steinberg are requesting a Conditional Use Permit (CUP) to allow construction of an avalanche deflection device on their property.
2. Ketchum Municipal Code (KMC), Section 17.92.010.D.2 requires a CUP prior to construction of avalanche protective, deflective and preventative structures, devices or earthwork. See applicable criteria below.
3. The avalanche deflection device is designed as a V-shaped row of walls, each about twelve (12) feet long, nine (9) feet in height at the tallest section of wall and with an approximately four (4) foot gap between the wall sections. Each wall section, as one moves away from the center, v-shaped section, is two (2) feet lower in height. The deflection device is designed to absorb some of the impacting snow, so that less is deflected to the sides. The device is proposed to be heavily screened by a new aspen grove and with a wire mesh on the street side to support vine growth.
4. The driveway is proposed to change to a loop configuration. As a condition of approval, prior to any construction in the right of way and as part of the building permit submittal for the wall, the applicant shall submit civil engineered drawings to meet the Ketchum Municipal Code and City Right of Way Standards.
5. Attachments to the January 11, 2016 staff report:
 - A. Conditional Use Permit Application Submittal
 - Application form, dated October 12, 2015
 - BYLA response to conditional use permit criteria, dated November 10, 2015
 - Plan set, dated December 31, 2015
 - Engineering study, Xcell Engineering, Inc., dated August 17, 2015
 - Letter, Xcell Engineering, Inc., dated November 4, 2015
 - B. Public Comment – None

City Department Conclusions				
Compliant			Standards and Staff Conclusions	
Yes	No	N/A	City Code	City Standards and <i>Staff Conclusions</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.116.040(A)	Complete Application
				Police Department <ul style="list-style-type: none"> No comment at this time.
				Fire Department <ul style="list-style-type: none"> No issues from KFD. It does not affect emergency access.
				Public Works City Engineer <ul style="list-style-type: none"> No comment. Street <ul style="list-style-type: none"> We will need to see more details for the work being performed in the ROW and for the driveway. Plans will need to be submitted per city code and approved by the city before any work can start.
				Building <ul style="list-style-type: none"> No comment at this time.
				Parks and Recreation <ul style="list-style-type: none"> No comment at this time.
				Planning and Building <ul style="list-style-type: none"> Comments denoted throughout this staff report.

Compliance with Zoning District and Overlay Requirements				
Compliant			Standards and Staff Conclusions	
Yes	No	N/A	Guideline	City Standards and <i>Staff Conclusions</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.12.030	Building Coverage
			<i>Staff Conclusions</i>	<i>No change.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.12.030	Building Height
			<i>Staff Conclusions</i>	<i>No change.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.12.030	Setbacks
			<i>Staff Conclusions</i>	<i>No change. The deflection device is not a building and is, therefore, not subject to yard setback requirements.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.125.030.H	Curb Cut
			<i>Staff Conclusions</i>	<i>Proposed: 22.4% Allowed: 35%</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.12.050	Parking Spaces
			<i>Staff Conclusions</i>	<i>No change.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.92.010.D.1	All utilities installed after the effective date hereof for development of a subdivision

Compliant			Standards and Staff Conclusions	
Yes	No	N/A	Guideline	City Standards and <i>Staff Conclusions</i>
			Use Restrictions	or providing utility services to a building or replacing existing utility services to a building or subdivision shall be installed underground in order to minimize possible avalanche damage to such utilities and injury to persons and property.
			<i>Staff Conclusions</i>	<i>No change to the existing utilities is proposed.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.92.010.D.2 Use Restrictions	Avalanche protective, deflective and preventative structures, devices or earthwork which threaten to deflect avalanches toward property of others or otherwise threaten to increase the danger to persons or property are prohibited. The construction of such structures, devices or earthwork shall be permitted only as a conditional use. Prior to granting of a conditional use permit, the applicant shall submit to the city plans signed by an engineer licensed in the state, certifying that the proposed construction will withstand the avalanche forces set forth in the avalanche studies on file with the city and that the proposed construction will not deflect avalanches toward the property of others. Other information and engineering studies may be requested in consideration of an application for a conditional use permit. As a further condition of any conditional use permit, appropriate landscaping may be required where such structures, devices or earthwork alter the natural slope or beauty of the land. This shall not apply to reforestation. Alteration or removal of any existing natural barriers is prohibited.
			<i>Staff Conclusions</i>	<ul style="list-style-type: none"> • <i>The applicant has applied for a conditional use permit for the proposed avalanche deflection device with an engineering study and plans, dated August 17, 2015, certifying that the "recommendations are based on historical snow depths, the current standard of practice with regard to avalanche prediction and reasonable assumptions regarding conditions at the site."</i> • <i>Another letter and diagram, dated November 4, 2015 certifies that, "the angle of the walls is designed to avoid deflecting snow bank into adjacent properties."</i> • <i>The discontinuous nature of the walls is designed to allow a reduced snow pressure on the Lot 6A side of the mass and thereby avoid pushing snow toward neighboring properties to the west."</i> • <i>The letter also notes that Huffman Drive "will be closed in the event of the design avalanche," due to the necessity of the avalanche crossing the road in order to reach the subject property.</i> • <i>Sheet L4.1, Proposed Front Entry Landscape, shows a proposed aspen grove surrounding and screening the avalanche deflection walls, and sheet L5.1 depicts a wire mesh on the street side of the wall to support vine growth.</i> • <i>This standard may be met with the condition that, "the vegetative screening of the wall shall be maintained in perpetuity."</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.92.010.D.3 Use Restrictions	Prior to issuance of a building permit for any structure within the avalanche zone, the applicant shall submit to the Ketchum building inspector plans, signed by an engineer licensed in the state of Idaho, certifying that the proposed construction as designed will withstand the avalanche forces as set forth in the avalanche studies on file with the city, or the avalanche forces set forth in a study of the property in question prepared at the owner's expense and submitted to the city by a recognized expert in

Compliant			Standards and Staff Conclusions	
Yes	No	N/A	Guideline	City Standards and <i>Staff Conclusions</i>
				<p>the field of avalanche occurrence, force and behavior. Warning: The avalanche forces set forth in such studies are to be considered minimum standards only, and the city does not represent, guarantee or warrant the ultimate safety of any construction, use or occupancy of structures constructed to those standards. Avalanches may occur with forces greater than those set forth in such studies, and areas of the city not designated as avalanche zone may be subject to potential avalanche danger.</p> <p><i>Staff Conclusions</i></p> <ul style="list-style-type: none"> • A building permit shall be required for the proposed avalanche deflection walls up to nine (9) feet in height. • This standard may be met with the condition that, "prior to issuance of a building permit for any structure within the avalanche zone, the applicant shall submit to the Ketchum building inspector plans, signed by an engineer licensed in the state of Idaho, certifying that the proposed construction as designed will withstand the avalanche forces as set forth in the avalanche studies on file with the city, or the avalanche forces set forth in a study of the property in question prepared at the owner's expense and submitted to the city by a recognized expert in the field of avalanche occurrence, force and behavior."
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.92.010.D.4 Use Restrictions	<p>Any structure which has been constructed within the avalanche zone and without engineering study shall not be leased, rented or sublet from November 15 through April 15 of each year. Any residence being leased or rented on the effective date hereof shall be deemed a zoning violation and shall be governed by chapter 17.156 of this title.</p> <p><i>Staff Conclusions</i></p> <p>The existing home was not constructed with an avalanche engineering study. The proposed engineered avalanche deflection device will serve as engineering study to allow the home to be rented during the winter months.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.92.010.D.5 Use Restrictions	<p>There shall be no further subdivision of any real property, including lot splits, which would result in the creation of a lot or building site, in whole or part, within the avalanche zone. A variance to this provision may be granted if a lot can be created in which the building site conforms to all other provisions of this title and is located entirely outside of the avalanche zone.</p> <p><i>Staff Conclusions</i></p> <p>No further subdivision of the subject lot is proposed.</p>

Conditional Use Requirements				
EVALUATION STANDARDS: 17.116.030				
A conditional use permit shall be granted by the commission only if the applicant demonstrates that:				
Compliant			Standards and Staff Conclusions	
Yes	No	N/A	Guideline	City Standards and <i>Staff Conclusions</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.116.030(A) CONDITIONAL USE	<p>The characteristics of the conditional use will not be unreasonably incompatible with the types of uses permitted in the applicable zoning district.</p> <p><i>Staff Conclusions</i></p> <p>The property is located in the Avalanche Overlay zoning district where avalanche deflection devices are allowed if they meet the criteria of KMC, Section 17.92.010.2 above. The deflection device does not direct the avalanche debris onto neighboring properties and is appropriately</p>

Compliant			Standards and Staff Conclusions	
Yes	No	N/A	Guideline	City Standards and <i>Staff Conclusions</i>
				<i>screened.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.116.030(B)	The conditional use will not materially endanger the health, safety and welfare of the community.
			<i>Staff Conclusions</i>	<i>The proposed avalanche deflection device will serve to help protect the subject property and has been designed to meet the criteria of KMC, Section 17.92.010.2 above. The deflection device does not direct the avalanche debris onto neighboring properties.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.116.030(C)	The conditional use is such that pedestrian and vehicular traffic associated with the use will not be hazardous or conflict with existing and anticipated traffic in the neighborhood.
			<i>Staff Conclusions</i>	<i>The proposed avalanche deflection device does not create additional pedestrian or vehicular traffic. If the design avalanche reaches the device, Huffman Drive will already be buried in avalanche debris.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.116.030(D)	The conditional use will be supported by adequate public facilities or services and will not adversely affect public services to the surrounding area or conditions can be established to mitigate adverse impacts.
			<i>Staff Conclusions</i>	<i>The proposed avalanche deflection device does not affect the City's ability to provide public facilities or services. If the design avalanche reaches the device, Huffman Drive will already be buried in avalanche debris.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.116.030(E)	The conditional use is not in conflict with the policies of the Comprehensive Plan or the basic purposes of this Section.
			<i>Staff Conclusions</i>	<p><i>The proposed conditional use is supported by the following goals and policies of the 2014 Comprehensive Plan:</i></p> <ul style="list-style-type: none"> • <i>Goal CD-1: Our community will preserve its small-town character and the distinct image of neighborhoods and districts.</i> <ul style="list-style-type: none"> ○ <i>Policy CD-1.2: Preservation of Historic Buildings and Sites. (The existing home was built in 1963, and, at over fifty (50) years old, it qualifies as an historic structure. In addition, at about 2,700 square feet, is relatively modest in size compared to many of its newer neighbors.)</i> ○ <i>Policy CD-1.4: High Quality Site Planning and Building and Landscape Design. (The proposed landscape design is substantial and will effectively screen the proposed deflection device.)</i> • <i>Goal PSU-1: Increase community safety and code enforcement.</i> <ul style="list-style-type: none"> ○ <i>Policy PSU-1.1: Community Safety and Maintenance. (The proposed avalanche device is designed to protect an existing home by deflecting and absorbing the design avalanche without deflecting debris onto the property of others.)</i> <p><i>The proposed conditional does not appear to conflict with the policies of the Comprehensive Plan or the basic purposes of Chapter 17.116 Conditional Uses.</i></p>

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 ordinance, Title 17.
3. The City Council has authority to hear the applicant's Conditional Use Permit application pursuant to Idaho Code Section 67-6512 of the Local Land Use Planning Act and Chapters 17.92 and 17.17.116 of Ketchum Zoning Code Title 17.
4. The Planning and Zoning Commission's January 11, 2016 public hearing and consideration of the applicant's Conditional Use Permit application was properly noticed pursuant to the Local Land Use Planning Act, Idaho Code Section 67-6512.
5. The application **does** meet the standards of approval under Chapters 17.92 and 17.116 of Ketchum Zoning Code Title 17 and the Ketchum Comprehensive Plan.

DECISION

THEREFORE, The Ketchum Planning and Zoning Commission **approves** this Conditional Use Permit (CUP) this 11th day of January, 2016, provided the following conditions are met:

1. Activities permitted by the granting of a conditional use permit (CUP) shall commence within twelve (12) months from the signature of the approved findings of fact for such conditional use permit, unless extended per the terms of KMC, Section 17.116.090, EXTENSIONS;
2. This Conditional Use Permit approval is based on the engineering study from XCELL ENGINEERING, LLC, dated August 17, 2015, the letter from XCELL ENGINEERING, LLC, dated November 4, 2015, and the revised landscape plans from Ben Young Landscape Architect, per condition 6 below, and information presented and approved at the meeting on the date noted herein. Any building or site discrepancies which do not conform to the approved plans will be subject to removal;
3. Prior to issuance of a building permit for any structure within the avalanche zone, the applicant shall submit to the Ketchum building inspector plans, signed by an engineer licensed in the state of Idaho, certifying that the proposed construction as designed will withstand the avalanche forces as set forth in the avalanche studies on file with the city, or the avalanche forces set forth in a study of the property in question prepared at the owner's expense and submitted to the city by a recognized expert in the field of avalanche occurrence, force and behavior;
4. Prior to any construction in the right of way and as part of the building permit submittal for the wall, the applicant shall submit civil engineered drawings to meet the Ketchum Municipal Code and City Right of Way Standards; and

5. The vegetative screening of the wall shall be maintained in perpetuity.
6. Prior to issuance of a building permit for the proposed avalanche deflection wall, the applicant shall submit revised plans showing the height of the walls at nine (9) feet for the center, v-shaped wall section and progressively two (2) feet lower for each wall section moving away from the center section.

Findings of Fact **adopted** this 8th day of February, 2016.

Steve Cook, Chair
Planning and Zoning Commission



City of Ketchum
Planning & Building

IN RE:)
)
Heidelberg Hill Residences) **KETCHUM PLANNING AND ZONING COMMISSION**
Design Review) **FINDINGS OF FACT, CONCLUSIONS OF LAW AND**
) **DECISION**
File Number: #15-154)
)

BACKGROUND FACTS

PROJECT: Heidelberg Hill Residences

OWNER(S): 5050 Ventures LLC

REPRESENTATIVE: Troy Quesnel, Sawtooth Development Group & Chad Blincoe, Blincoe Architecture

REQUEST: Design Review approval for two townhome residences.

LOCATION: 255 Hillside Drive (Lot 33, Block 2, Warm Springs Subdivision #5)

NOTICE: Property owners within a 300-foot radius of subject property were mailed notice on December 22, 2015. A notice was posted in three (3) locations in the City on December 22, 2015.

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

Overlay: Mountain Overlay

REVIEWER: Morgan Brim, Senior Planner & Current and Long-range Planning Manager

GENERAL FINDINGS OF FACT

The applicant is proposing to construct two detached townhomes with attached two car garages. The table below provides a breakdown of each unit’s floor in square feet.

	Unit One	Unit Two
2nd Floor	1,046	1,046
1st Floor	1,166	1,166
Lower	317	317
Garage	547	547
Total	3,076	3,076

Grand Total = 6,152

City Department Conclusions				
Compliant			Standards and Staff Conclusions	
Yes	No	N/A	City Code	City Standards and Staff Conclusions
<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 Conclusions	Police Department: <ul style="list-style-type: none"> <i>Police Department indicated that they have no Conclusions.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Fire Department: <ul style="list-style-type: none"> <i>Fire Department indicated that they have no Conclusions.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		City Engineer: <ul style="list-style-type: none"> <i>The City Engineer indicated that she does not have any comments regarding this application.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Streets: <ul style="list-style-type: none"> <i>The Geotechnical report will need to be finalized and approved at the time of building permit.</i> <i>All roof drains need to be piped into drywells.</i> <i>Driveway run off needs to be managed into a drywell.</i> <i>Drywells will need to be moved closer to the street.</i> <i>A finalized drainage plan must be approved before issuance of a building permit.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Utilities:

			<ul style="list-style-type: none"> Utilities indicated that they have no comments.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Building: <ul style="list-style-type: none"> The Building Official has indicated that he has no 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 Conclusions	
Yes	No	N/A	Regulation	City Standards and Staff Conclusions
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.12.030 Staff Conclusions	Building Lot Coverage: <u>Maximum Allowed Building Lot Coverage:</u> 35% <u>Proposed Building Lot Coverage:</u> 28.9%
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.12.030 Staff Conclusions	Building Height & Setbacks <u>Maximum Allowed Building Height:</u> 35 feet <u>Minimum Allowed Building Setbacks:</u> Front: 20 feet Side: One (1) foot for every three (3') feet in building height. Rear: One (1) foot for every three (3') in building height. However, if a lot adjoins a more restrictive zoning district, the setbacks of the more restriction district applies. The subject property abuts an LR district on the rear property line which results in a greater rear setback of 20'. <u>Proposed Building Height (Both Unit 1 & 2):</u> 35 feet <u>Proposed Building Setbacks - Unit 1 (West):</u> Front: 42 feet Rear: 20 feet East Side: 13 feet <u>Proposed Building Setbacks - Unit 2 (East):</u> Front: 40 feet Rear: 22 feet West Side: 13 feet
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.124.060.M Staff Conclusions	Curb Cut <u>Maximum curb cut allowed:</u> 35% of the total street frontage may be devoted to curb cuts. <u>Proposed:</u>

				The applicant is proposing two (2) 15-foot-wide driveways, which translates to 33% of the street frontage.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.124.060.A(1)	Parking Spaces
			Staff Conclusions	<p><u>Required:</u> 1-1/2 spaces for every one-family dwelling or duplex unit. A total of three parking spaces is required.</p> <p><u>Proposed:</u> The applicant is proposed four (4) parking spaces for each unit. Each unit contains a two car garage and two parking spaces located within the driveway.</p>
Design Review Requirements				
EVALUATION STANDARDS: 17.96.090(B)				
Yes	No	N/A	Standard	Staff Conclusions
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(1) SITE DESIGN	The site's significant natural features such as hillsides, mature trees and landscaping shall be preserved. Cuts and fills shall be minimized and shall be concealed with landscaping, revegetation and/or natural stone material.
			Staff Conclusions	The grade and slope of the site is preserved. Landscaping is utilized throughout the site and terraces appropriately along the hillside. The building has been reversed stacked from the basement side and does not extend throughout the entire site.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(2)a COMPATIBILITY	The structure shall be compatible with the townscape and surrounding neighborhoods with respect to height, bulk, setbacks and relationship to the street.
			Staff Conclusions	The architecture across the street is complimentary in design and utilizes modern architecture. The street contains three story buildings with similar heights as proposed in this project.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(2)b	The project's materials, colors and signing shall be compatible with the townscape, surrounding neighborhoods and adjoining structures.
			Staff Conclusions	<p>The applicant calls out the following exterior materials in the proposed renderings:</p> <ul style="list-style-type: none"> • Stucco • Barn wood siding (horizontal slats) • Concrete veneer • Metal fascia • Timber beam • Steel railing • Steel columns <p>This neighborhood has an eclectic mix of residential architecture which employs a varied mix of architectural features and materials similar to those being proposed in this application. The townhomes across the street to the south feature stucco and wood material. The two townhomes located to west of the subject site employ wood elements and contain a similar height as the proposed project.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(2)c	Consideration shall be given to significant view corridors from surrounding properties.

			<i>Staff Conclusions</i>	<i>There are no significant view corridors identified.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.090(B)(2)d	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 Conclusions</i>	<i>The lot contains no significant landmarks.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(3)a ARCHITECTURAL QUALITY	Consideration shall be given to natural light reaching public streets, sidewalks and open spaces.
			<i>Staff Conclusions</i>	<i>No issues have been identified in this regard. The proposed buildings are setback over 40 feet from the front property line allowing adequate light to reach the public right-of-way.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(3)b	The building character shall be clearly defined by use of sloped roofs, parapets, cornices or other architectural features.
			<i>Staff Conclusions</i>	<i>The north and south ends of the roof slope downward gradually towards the middle of the roofline. The buildings are clearly defined between each floor area. As mentioned above, the applicant is proposing a mix of materials to distinguish between individual design elements.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(3)c	There shall be continuity of materials, colors and signing within the project.
			<i>Staff Conclusions</i>	<i>The project has been designed appropriately on all sides. A variety of material elements has been established throughout the exterior.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(3)d	There shall be continuity among accessory structures, fences, walls and landscape features within the project.
			<i>Staff Conclusions</i>	<i>No accessory structure or fences are proposed with this design review application.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(3)e	Building walls which are exposed to the street shall be in scale with the pedestrian.
			<i>Staff Conclusions</i>	<i>The two residences are proposed with deep front setbacks and do not appear to overwhelm the street or public way. The proposed grade of the site closely matches the existing grade. Landscaping retaining is accomplished through low rock walls and a terraced steps between and to the side of the two buildings.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(3)f	Building walls shall provide undulation/relief thus reducing the appearance of bulk and flatness.
			<i>Staff Conclusions</i>	<i>The proposed walls vary in depth and detail. Exterior decks and columns located on the front and rear elevations help break up the exterior wall face.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(3)g	Exterior lighting shall not have an adverse impact upon other properties and/or public streets.
			<i>Staff Conclusions</i>	<i>The plans indicate that lighting will be installed adjacent to all exterior doors. The applicant has indicated that they will comply with the City's dark sky ordinance.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(3)h	Garbage storage areas and satellite receivers shall be screened from public view.
			<i>Staff Conclusions</i>	<i>Trash areas will be located in the garage. The applicant has been made aware of the requirement that satellite receivers shall not be visible from public view.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(3)i	Utility, power and communication lines within the development site are concealed from public view where feasible.

			<i>Staff Conclusions</i>	<i>Utility lines shall be located underground.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(3)j	Door swings shall not obstruct or conflict with pedestrian traffic.
			<i>Staff Conclusions</i>	<i>No conflicts have been identified.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(3)k	Building design should include weather protection which prevents water to drip or snow to slide on areas where pedestrians gather and circulate or to adjacent properties.
			<i>Staff Conclusions</i>	<i>Gutters and down spouts will be utilized throughout the building. Snow clips are shown in the roof plan.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(3)l	Exterior siding materials shall be of natural wood or masonry origin or similar quality. Metal siding is discouraged in all zoning districts.
			<i>Staff Conclusions</i>	<i>A barn wood style vertical slat siding is proposed on the exterior. No metal siding is proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.090(B)(4)a CIRCULATION DESIGN	Pedestrian, equestrian and bicycle access which is adequate to satisfy demands relative to development size shall be provided. These accesses shall be located to connect with existing and anticipated easements and pathways.
			<i>Staff Conclusions</i>	<i>Not applicable. There are no sidewalks located on Hillside Drive. The existing plat does not show any access easements across this property.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.090(B)(4)b	The building(s) is primarily accessed from the public sidewalk for the majority of the individual uses proposed. It is the intent to promote exterior circulation with numerous connections to the public sidewalk and exposure to the street. This includes utilizing arcades, courtyards and through block connections. (Commercial buildings only)
			<i>Staff Conclusions</i>	<i>Not applicable. This application is not for a commercial project.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.090(B)(4)c	The required five foot (5') street side setback is primarily used as an extension and part of the public sidewalk in areas with high pedestrian volume (setback as per zoning). This setback is encouraged to be covered by awnings, arcades or other canopies for weather protection and may extend out over the public sidewalk (CC zone only);
			<i>Staff Conclusions</i>	<i>Not applicable. This project is not located in the CC district.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(4)d	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 Conclusions</i>	<i>The proposed residential units are accessed via driveways connecting to Hillside Drive. The applicant is proposing a vehicle turn around area to accommodate safe exiting of the site.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(4)e	Parking areas have functional aisle dimensions, backup space and turning radius.
			<i>Staff Conclusions</i>	<i>The proposed parking spaces located in the garage and driveway meet the required dimensional requirements for parking spaces.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(4)f	Location of parking areas is designed for minimum adverse impact upon living areas within the proposed development and minimizes adverse impact upon adjacent properties with regard to noise, lights and visual impact.
			<i>Staff Conclusions</i>	<i>Parking spaces are located adjacent to the front of the buildings which encourages vehicle headlights to orient inward towards the site and not toward neighboring properties.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(4)g	Curb cuts are located away from major intersections and off high volume roadways where possible.
			<i>Staff Conclusions</i>	<i>There are no major intersections near the subject property.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(4)h	Adequate unobstructed access for emergency vehicles, snow plows, garbage trucks and similar service vehicles to all necessary locations within the proposed project is provided.

			<i>Staff Conclusions</i>	<i>The fire department has reviewed the proposed plans and commented that they have no concerns regarding emergency access to the property.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(4)i	The project is designed so as to provide adequate snow storage areas or removal for snow cleared from the parking areas and roadways within the project. (50 percent)
			<i>Staff Conclusions</i>	<i>A total of 1560 square feet is denoted on the site plan for snow storage.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(5)a LANDSCAPE QUALITY	Substantial landscaping is to be provided, which is in scale with the development and which provides relief from and screening of hard surfaces. Total building surface area and street frontage will be considered when determining whether substantial landscape is being provided. (Landscaping shall be defined as trees, shrubs, planters, hanging plants, ground cover and other living vegetation).
			<i>Staff Conclusions</i>	<i>Substantial landscaping is proposed throughout the site. The applicant is proposing a mix of Colorado Spruce trees, Quaking Aspen trees, various shrubs and ground cover. Lawn mix accounts for 500 square feet of the site. 3,000 square feet of natural grasses are proposed.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(5)b	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 compliment the neighborhood and townscape. Consideration should be given to the use of native, drought-resistant plant materials.
			<i>Staff Conclusions</i>	<i>The applicant can provide further details to the Commission regarding this requirement.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(5)c	The preservation of existing significant trees, shrubs and important landscape features (mapped in accordance with Site Design, Paragraph 1) shall be encouraged.
			<i>Staff Conclusions</i>	<i>No significant trees or vegetation are located onsite.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(5)d	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 Conclusions</i>	<i>The applicant is proposing a variety of landscaping within both side yards between the adjacent properties.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(6) ENERGY DESIGN	Consideration shall be given to proper solar orientation within the project. Recognition shall be given to the solar benefits of adjoining properties. (A sun chart as a means of understanding the solar possibilities and limitations shall be encouraged)
			<i>Staff Conclusions</i>	<i>The proposed buildings are oriented towards the south and contain large fenestration areas to maximize natural light.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.090(B)(7) PUBLIC AMENITIES	Pedestrian amenities are encouraged for all projects and shall be required for commercial uses. Amenities may include, but are not limited to benches and other seating, kiosks, telephone booths, bus shelters, trash receptacles, restrooms, fountains, art, etc. The use of "Ketchum Streetscape Standards" shall be encouraged.
			<i>Staff Conclusions</i>	<i>Not applicable. This is not a commercial project.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(8) GREEN BUILDING	Consideration shall be given to green building features within the project. Recognition shall be given to projects that achieve the United States Green Building Council's LEED Certification or earn the Environmental Protection Agency's Energy Star Label. Projects are encouraged to consider energy

				conservation, indoor air quality, water use, location, waste reduction, recycling, and use of sustainable construction materials.
			<i>Staff Conclusions</i>	<i>The applicant is aware of the Green Building code and has indicated that they will comply with these requirements.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.090(B)(9)a Master Signage Plans Design Guidelines	Exposed support structures for signs, including, but not limited to, posts, poles and sign sides or edges, must be faced or covered with wood, stone or metal which is corrosion resistant, painted or anodized, or such other material as may be approved by the city as a reasonable, natural textured substitute.
			<i>Staff Conclusions</i>	<i>Not applicable. No signage requests have been submitted with this application.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.090(B)(9)b	All freestanding signs shall have landscaping around the base of the support structure in order to provide a transition from the ground to the sign.
			<i>Staff Conclusions</i>	<i>Not applicable. No signage requests have been submitted with this application.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.090(B)(9)c	All materials should prevent reflective glare.
			<i>Staff Conclusions</i>	<i>Not applicable. No signage requests have been submitted with this application.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.090(B)(9)d	Simple and easy to read typefaces should be used on signs. Hard to read and overly intricate typefaces should be avoided.
			<i>Staff Conclusions</i>	<i>Not applicable. No signage requests have been submitted with this application.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.090(B)(9)e	Signs that have symbols, characters, or graphics are encouraged. The symbol, character, or graphic should relate to the products sold in the business or to the name of the business.
			<i>Staff Conclusions</i>	<i>Not applicable. No signage requests have been submitted with this application.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.090(B)(9)f	Signs that show depth and cast shadows are encouraged. Depth and shadows can be created by mounting individually cut letters and symbols on the sign base or carving letters and symbols into the base of the sign.
			<i>Staff Conclusions</i>	<i>Not applicable. No signage requests have been submitted with this application.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.090(B)(9)g	Projecting signs are preferred over portable or sandwich board signs. Projecting signs generally are more effective for increasing visibility to both pedestrians and motorists.
			<i>Staff Conclusions</i>	<i>Not applicable. No signage requests have been submitted with this application.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.090(B)(9)h	Sign materials and colors should complement the building facade. Basic and simple color applications are encouraged and vibrant colors should be avoided.
			<i>Staff Conclusions</i>	<i>Not applicable. No signage requests have been submitted with this application.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.090(B)(9)i	The color of letters and symbols should contrast the base or background color of the sign to maximize readability.
			<i>Staff Conclusions</i>	<i>Not applicable. No signage requests have been submitted with this application.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.090(B)(9)j	Signs shall not cover or obscure windows, doors, storefronts, building entrances, eaves, cornices, columns, horizontal expression lines, or other architectural elements or details.
			<i>Staff Conclusions</i>	<i>Not applicable. No signage requests have been submitted with this application.</i>

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.090(B)(9)k	Signage on buildings with multiple tenants shall be limited to prevent sign clutter. Individual signs for tenants with ground floor storefront entrances are permitted. A directory sign with the names and suite numbers of all tenants without a ground floor storefront entrance may be provided at the lobby entrance for those tenants.
			<i>Staff Conclusions</i>	<i>Not applicable. No signage requests have been submitted with this application.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(9)l	An address marker shall be provided at the main entrance to all buildings.
			<i>Staff Conclusions</i>	<i>This standard will be verified prior to issuance of a certificate of occupancy.</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 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 City of Ketchum Planning Department provided adequate notice for the review of this application.
5. The project **does** meet the standards of approval under Chapter 17.96 of Zoning Code Title 17.

DECISION

THEREFORE, the Ketchum Planning and Zoning Commission **approves** this design review application this Monday, February 8th, subject to the following conditions:

1. Design Review approval shall expire one (1) year from the date of approval;
2. Design Review elements shall be completed prior to final inspection/occupancy;
3. 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;
4. Approval and recordation of a final plat is required before residential units may be sold;
5. Prior to issuance of a certificate of occupancy all public improvements shall be installed and finalized as approved by the Public Works Department;

6. All site and landscaping areas shall be maintained in conformance with the approved landscaping plan;
7. All snow shall be stored onsite and shall not be placed on neighboring properties or the public right-of-way; and
8. In addition to the requirements set forth in this design review approval, this project shall comply with all applicable local, state and federal laws.

Findings of Fact **adopted** this 8th day of February, 2016.

Steve Cook
Planning and Zoning Commission Chairperson



City of Ketchum
Planning & Building

IN RE:)
)
Heidelberg Hill Residences) **KETCHUM PLANNING AND ZONING COMMISSION**
Mountain Overlay Design Review) **FINDINGS OF FACT, CONCLUSIONS OF LAW AND**
) **DECISION**
File Number: #15-155)
)

BACKGROUND FACTS

PROJECT: Heidelberg Hill Residences

OWNER(S): 5050 Ventures LLC

REPRESENTATIVE: Troy Quesnel, Sawtooth Development Group & Chad Blincoe, Blincoe Architecture

REQUEST: Mountain Overlay Design Review approval for two townhouse residences.

LOCATION: 255 Hillside Drive (Lot 33, Block 2, Warm Springs Subdivision #5)

NOTICE: Property owners within a 300-foot radius of subject property were mailed notice on December 22, 2015. A notice was posted in three (3) locations in the City on December 22, 2015.

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

Overlay: Mountain Overlay

REVIEWER: Morgan Brim, Senior Planner & Current and Long-range Planning Manager

GENERAL FINDINGS OF FACT

The applicant is proposing to construct two detached townhomes with attached two car garages. The table below provides a breakdown of each unit's floor in square feet.

	Unit One	Unit Two
2nd Floor	1,046	1,046
1st Floor	1,166	1,166
Lower	317	317
Garage	547	547
Total	3,076	3,076

Grand Total = 6,152

City Department Conclusions				
Compliant			Standards and Staff Conclusions	
Yes	No	N/A	City Code	City Standards and <i>Staff Conclusions</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 Conclusions	Police Department: <ul style="list-style-type: none"> • <i>Police Department indicated that they have no comments.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Fire Department: <ul style="list-style-type: none"> • <i>Fire Department indicated that they have no comments.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		City Engineer: <ul style="list-style-type: none"> • <i>The City Engineer indicated that she does not have any comments regarding this application.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Streets: <ul style="list-style-type: none"> • <i>The Geotechnical report will need to be finalized and approved at the time of building permit.</i> • <i>All roof drains need to be piped into drywells.</i> • <i>Driveway run off needs to be managed into a drywell.</i> • <i>Drywells will need to be moved closer to the street.</i> • <i>A finalized drainage plan must be approved before issuance of a building permit.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Utilities: <ul style="list-style-type: none"> • <i>Utilities indicated that they have no comments.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Building: <ul style="list-style-type: none"> • <i>The Building Official has indicated that he has no 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 Conclusions	
Yes	No	N/A	Regulation	City Standards and Staff Conclusions
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.12.030	Building Lot Coverage:
			Staff Conclusions	<p><u>Maximum Allowed Building Lot Coverage:</u> 35%</p> <p><u>Proposed Building Lot Coverage:</u> 28.9%</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.12.030	Building Height & Setbacks
			Staff Conclusions	<p><u>Maximum Allowed Building Height:</u> 35 feet</p> <p><u>Minimum Allowed Building Setbacks:</u> Front: 20 feet Side: One (1) foot for every three (3') feet in building height. Rear: One (1) foot for every three (3') in building height. However, if a lot adjoins a more restrictive zoning district, the setbacks of the more restriction district applies. The subject property abuts an LR district on the rear property line which results in a greater rear setback of 20'.</p> <p><u>Proposed Building Height (Both Unit 1 & 2):</u> 35 feet</p> <p><u>Proposed Building Setbacks - Unit 1 (West):</u> Front: 42 feet Rear: 20 feet East Side: 13 feet</p> <p><u>Proposed Building Setbacks - Unit 2 (East):</u> Front: 40 feet Rear: 22 feet West Side: 13 feet</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.124.060.M	Curb Cut
			Staff Conclusions	<p><u>Maximum curb cut allowed:</u> 35% of the total street frontage may be devoted to curb cuts.</p> <p><u>Proposed:</u> The applicant is proposing two (2) 15-foot-wide driveways which translates to 33% of the street frontage.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.124.060.A(1)	Parking Spaces
			Staff Conclusions	<p><u>Required:</u> 1-1/2 spaces for every one-family dwelling or duplex unit. A total of three parking spaces is required.</p> <p><u>Proposed:</u> The applicant is proposed four (4) parking spaces for each unit. Each unit contains a two car garage and two parking spaces located within the driveway.</p>

Mountain Overlay Design Review Requirements

EVALUATION STANDARDS: 17.107.070(A)

Compliant			Standards and Staff Conclusions	
Yes	No	N/A	Reference	City Standards and <i>Staff Conclusions</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.104.070(A)1 MOUNTAIN OVERLAY	There is no building on ridges or knolls which would have a material visual impact on a significant skyline visible from a public vantage point entering the City or within the City. Material, as the term is used herein, shall be construed in light of the magnitude of the negative impact on the objectives of this Ordinance.
			<i>Staff Conclusions</i>	<i>There are no ridges or knolls identified on the subject parcel. This property is not located adjacent to an identified or protected view corridor.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.104.070(A)2	Building, excavating, filling and vegetation disturbance on hillsides which would have a material visual impact visible from a public vantage point entering the City or within the City is minimized. Material, as the term is used herein, shall be construed in light of the magnitude of the negative impact on the objectives of this Ordinance.
			<i>Staff Conclusions</i>	<i>No excavation areas are visible. To a large extent, the site will retain its existing grade except for landscaping terracing and building footprints.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.104.070(A)3	Driveway standards as well as other applicable standards contained in Street Standards Chapter 12.04 are met.
			<i>Staff Conclusions</i>	<i>The proposed driveways meet all driveway standards.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.104.070(A)4	All development shall have access for fire and other emergency vehicles to within one hundred fifty feet (150') of the furthest exterior wall of any building.
			<i>Staff Conclusions</i>	<i>The Fire Department has reviewed the proposed design and has found that all access requirements for emergency vehicles has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.104.070(A)5	Significant rock outcroppings are not disturbed.
			<i>Staff Conclusions</i>	<i>No rock outcroppings have been identified on the subject property.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.104.070(A)6	International Building Code (IBC) and International Fire Code (IFC) and Ketchum Fire Department requirements shall be met.
			<i>Staff Conclusions</i>	<i>The applicant is aware of all building code requirements and indicates that this project will comply with said standards.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.104.070(A)7	Public water and sewer service comply with the requirements of the City.
			<i>Staff Conclusions</i>	<i>Requirements for public water and service connection will be verified at the time of building permit. The applicant has been made aware of these standards.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.104.070(A)8	Drainage is controlled and maintained to not adversely affect other properties.
			<i>Staff Conclusions</i>	<i>The City Engineer and Building Official have reviewed the proposed plans and have not expressed any concerns regarding site drainage. Site drainage will be required onsite and will be inspected prior to issuance of a certificate of occupancy.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.104.070(A)9	Cuts and fills allowed for roadways shall be minimized; lengths of driveways allowed shall be minimized; all cuts and fills shall be concealed with landscaping, revegetation and/or natural stone materials. Revegetation on hillsides with a clear zone of thirty feet (30') around all structures is recommended. Said clear zone shall include low combustible irrigated vegetation with appropriate species, on file with the Ketchum planning department. Revegetation outside of this clear zone should be harmonious with the surrounding hillsides.

			<i>Staff Conclusions</i>	<i>The site contains minimum cuts for driveways in order to provide access to the proposed units. All cuts and fills are landscaped appropriately. The existing grade of the site is maintained to a large extent.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.104.070(A)10	There are no other sites on the parcel more suitable for the proposed development in order to carry out the purposes of this Ordinance.
			<i>Staff Conclusions</i>	<i>The property contains 0.26 acres in size. The applicant has utilized the area of the property most suitable for development. The applicant has commented that the proposed buildings have been located as far to the rear of the property as possible in order to provide a larger front yard and to minimize the use of the rear yard.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.104.070(A)11	Access traversing 25% or greater slopes does not have significant impact on drainage, snow and earth slide potential and erosion as it relates to the subject property and to adjacent properties.
			<i>Staff Conclusions</i>	<i>The driveways are located to the front of the lot and contain a gradual slope less than 25%.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.104.070(A)12	Utilities shall be underground.
			<i>Staff Conclusions</i>	<i>The applicant indicates that all of the onsite utilities will be placed underground.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.104.070(A)14	Limits of disturbance shall be established on the plans and protected by fencing on the site for the duration of construction.
			<i>Staff Conclusions</i>	<i>Limits of disturbance include the majority of the lot. This is shown in the grading plan. The applicant is aware of requirements for fencing.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.104.070(A)15	Excavations, fills and vegetation disturbance on hillsides not associated with the building construction shall be minimized.
			<i>Staff Conclusions</i>	<i>There are no proposed excavations or fills not associated with building construction.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.104.070(A)16	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 Conclusions</i>	<i>No significant landmarks have been identified.</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 zoning code, Title 17.
3. The Commission has authority to hear the applicant's Mountain Overlay Design Review Application pursuant to Chapter 17.104 of Ketchum Code Title 17.
4. The City of Ketchum Planning Department provided adequate notice for the review of this application.
5. The project **does** meet the standards of approval under Chapter 17.104 of Zoning Code Title 17.

DECISION

THEREFORE, the Ketchum Planning and Zoning Commission **approves** this mountain overlay design review application this Monday, February 8th, subject to the following conditions:

1. All governing ordinances pertinent to the Fire Department, Building Department, Utilities Department, Street Department and Ketchum City Engineer shall be met prior to Certificate of Occupancy;
2. The water service line to the residence will need to be hydraulically calculated to meet the required fire flows for the fire sprinkler system;
3. Design review approval shall expire one (1) year from the date of the signature of the findings of fact, conclusions of law & decision, unless an extension is requested and granted per Chapter 17.96, Ketchum Municipal Code;
4. Design review elements shall be completed prior to final inspection/occupancy;
5. Prior to issuance of a building permit and prior to any on-site excavation, a construction activity mitigation plan, including limits of disturbance and associated fencing, shall be submitted to the Building Department for approval;
6. This Design Review approval is based on the plans and information presented and approved at the meeting on the date noted herein. The applicant shall submit a final revised plan for the official Planning Division files. Building Permit plans must conform to the approved mountain overlay design review plans unless otherwise approved in writing by the Commission or Planning Department. Any building or site discrepancies which do not conform to the approved plans will be subject to removal;
7. Construction fencing at the limits of disturbance shall be located on the site as approved by the Planning Department prior to any excavation or earthwork;
8. A final drainage/grading plan for the subject property and the city right of way shall be submitted to the Planning Division for review and approval by the Planning Department, Streets Department, and City Engineer prior to the issuance of a building permit. Such plan shall be designed and stamped by a licensed civil engineer; and
9. Any work in the right-of-way will require a right-of-way encroachment permit, reviewed and approved by the City before installation.

Findings of Fact **adopted** this 8th day of February, 2016.

Steve Cook
Planning and Zoning Commission Chairperson



City of Ketchum
Planning & Building

IN RE:)
)
Heidelberg Hill Residences) **KETCHUM PLANNING AND ZONING COMMISSION**
Preliminary Plat) **FINDINGS OF FACT, CONCLUSIONS OF LAW AND**
) **DECISION**
File Number: #15-156)
)

BACKGROUND FACTS

PROJECT: Heidelberg Hill Residences

OWNER(S): 5050 Ventures LLC

REPRESENTATIVE: Troy Quesnel, Sawtooth Development Group & Chad Blincoe, Blincoe Architecture

REQUEST: Townhouse Preliminary Plat approval to establish two townhouse sublots.

LOCATION: 255 Hillside Drive (Lot 33, Block 2, Warm Springs Subdivision #5)

NOTICE: Property owners within a 300-foot radius of subject property were mailed notice on December 22, 2015. A notice was posted in three (3) locations in the City on December 22, 2015.

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

Overlay: Mountain Overlay

REVIEWER: Morgan Brim, Senior Planner & Current and Long-range Planning Manager

GENERAL FINDINGS OF FACT

The applicant is proposing to establish two townhouse sublots to accommodate the construction of two detached townhomes. Each sublot will overlay approximately one half of the parent parcel with sublot one on the west containing 5,556 square feet and sublot two on the east containing 5,595 square feet. The table below provides a breakdown of each unit’s floor in square feet.

	Unit One	Unit Two
2nd Floor	1,046	1,046
1st Floor	1,166	1,166
Lower	317	317
Garage	547	547
Total	3,076	3,076

Grand Total = 6,152

City Department Conclusions				
Compliant			Standards and Staff Conclusions	
Yes	No	N/A	City Code	City Standards and Staff Conclusions
<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 Conclusions	Police Department: <ul style="list-style-type: none"> <i>Indicated that they have no comments.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Fire Department: <ul style="list-style-type: none"> <i>Indicated that they have no comments.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		City Engineer: <ul style="list-style-type: none"> <i>Commented that the preliminary plat meets applicable standards.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Streets: <ul style="list-style-type: none"> <i>Indicated that they have no comments.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Utilities: <ul style="list-style-type: none"> <i>Indicated that they have no comments.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Building: <ul style="list-style-type: none"> <i>All buildings will require separate building permits.</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 Conclusions	
Yes	No	N/A	Regulation	City Standards and Staff Conclusions
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.12.030	Building Lot Coverage:
			Staff Conclusions	<u>Maximum Allowed Building Lot Coverage:</u> 35% <u>Proposed Building Lot Coverage:</u> 28.9%
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.12.030	Building Height & Setbacks
			Staff Conclusions	<u>Maximum Allowed Building Height:</u> 35 feet <u>Minimum Allowed Building Setbacks:</u> Front: 20 feet Side: One (1) foot for every three (3') feet in building height. Rear: One (1) foot for every three (3') in building height. However, if a lot adjoins a more restrictive zoning district, the setbacks of the more restriction district applies. The subject property abuts an LR district on the rear property line which results in a greater rear setback of 20'. <u>Proposed Building Height (Both Unit 1 & 2):</u> 35 feet <u>Proposed Building Setbacks - Unit 1 (West):</u> Front: 42 feet Rear: 20 feet East Side: 13 feet <u>Proposed Building Setbacks - Unit 2 (East):</u> Front: 40 feet Rear: 22 feet West Side: 13 feet
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.124.060.M	Curb Cut
			Staff Conclusions	<u>Maximum curb cut allowed:</u> 35% of the total street frontage may be devoted to curb cuts. <u>Proposed:</u> The applicant is proposing two (2) 15-foot-wide driveways which translates to 33% of the street frontage.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.124.060.A(1)	Parking Spaces
			Staff Conclusions	<u>Required:</u> 1-1/2 spaces for every one-family dwelling or duplex unit. A total of three parking spaces is required. <u>Proposed:</u>

				<i>The applicant is proposed four (4) parking spaces for each unit. Each unit contains a two car garage and two parking spaces located within the driveway.</i>
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Preliminary Plat Requirements				
Compliant			Standards and Staff Conclusions	
Yes	No	N/A	City Code	City Standards and Staff Conclusions
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I	Complete Application
			Staff Conclusions	<i>The application has been reviewed and determined to be complete.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.B	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 Conclusions	<i>The applicant has submitted draft CC&R's. The City does not enforce CC&R's.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.C.1	The subdivider may apply for preliminary plat approval from the commission pursuant to subsection 16.04.030D of this chapter at the time application is made for design review approval pursuant to title 17, chapter 17.96 of this code. The commission may approve, deny or conditionally approve such preliminary plat upon consideration of the action taken on the application for design review of the project.
			Staff Conclusions	<i>The applicant has applied for preliminary plat approval and said plat is being forwarded to the Commission in compliance with review procedures established in 16.04.030.D.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.C.2	The preliminary plat, other data, and the commission's findings shall not be transmitted to the council until construction of the project has commenced under a valid building permit issued by the Ketchum building inspector.
			Staff Conclusions	<i>The preliminary plat will not be transmitted to the council until construction has commenced under an approved building permit.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.E	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.
			Staff Conclusions	<i>The preliminary plat outlines the overall footprint of the each townhome, which includes attached garages.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.F	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.
			Staff Conclusions	<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 Heidelberg Hill Residences Preliminary Townhome Plat dated January 16, 2016 by Alpine Enterprises Inc.

DECISION

THEREFORE, the Ketchum Planning and Zoning Commission **approves** this preliminary plat application this Monday, February 8th, 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 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 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";
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 townhouse has received:
 - a. An approved life safety inspection for the building shell and all common areas from the Ketchum Building Official; and,
 - b. Completion of all design review elements as approved by the Planning and Zoning Administrator; and
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.

Findings of Fact **adopted** this 8th day of February, 2016.

Steve Cook
Planning and Zoning Commission Chairperson



City of Ketchum
Planning & Building

February 8, 2016

Planning and Zoning Commission
City of Ketchum
Ketchum, Idaho

Commissioners:

STAFF REPORT
KETCHUM PLANNING AND ZONING COMMISSION
REGULAR MEETING OF FEBRUARY 8, 2016

PROJECT: Kneebone Building

FILE NUMBER: #16-002

OWNERS: Kneebone LLC

REPRESENTATIVE: Jeff Williams, Williams Partners Architects

REQUEST: Pre-application Design Review of a three story mixed use building containing office, commercial and residential uses.

LOCATION: 500 N. Washington Avenue (Lot 8, Block 15, Ketchum)

NOTICE: Posted in three locations in the city and mailed to adjacent property owners on January 19, 2016.

ZONING: Community Core (CC) & Sub-District C, Urban Residential

INTRODUCTION:

The applicant is proposing to replace an existing single story building which is currently being used for sun tanning services to accommodate the construction of a new three story building. The plans indicate that the building will be mixed with commercial, office and residential uses. A roof top deck and elevation access structure are proposed for the third story roof. A total five onsite parking spaces, accessed from the adjacent alleyway to the east are provided.

General Requirements for all Design Review Applications

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"/>	17.96.080	Complete Application
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	City Department Comments	Police Department <ul style="list-style-type: none"> ○ <i>Indicated they have no comment.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Fire Department <ul style="list-style-type: none"> ○ <i>The building is required to be fire sprinklered throughout with an approved NFPA 13 system.</i> ○ <i>An approved monitored fire sprinkler alarm system is required to be installed. Activation of the fire sprinkler system shall notify all occupants of the building.</i> ○ <i>Unit numbering and the actual street address shall be assigned by the City of Ketchum addressing officer prior to accepting a building permit application.</i> ○ <i>A Knox box, fire department connection, flow bell and outside horn-strobe notification device are required to be installed in a location approved by the fire department.</i> ○ <i>A more detailed review by the fire department will required at the next phase of this project.</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Public Works <p>Street</p> <ul style="list-style-type: none"> ○ <i>The ADA ramp at the northeast corner of Washington Avenue and Fifth Street is required to be replaced to meet current standards.</i> ○ <i>The Fire hydrant is 39 inches from the back of curb and should be moved to the new planter on the corner.</i> <p>Utilities</p> <ul style="list-style-type: none"> ○ <i>Provide a plan showing how the building will served and metered.</i> ○ <i>There is a KSW line in the alley that is not available to the project.</i> ○ <i>If the adjacent alleyway is lowered, the KSW line will need to be lowered six feet.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Building: <ul style="list-style-type: none"> ○ <i>Found no code related issues with the submitted documents.</i> ○ <i>There may be conflicts with solar access to the adjoining property and the building appears to be out of context and scale with neighbors.</i> ○ <i>The interior wall to the north is featureless and should be addressed.</i> 	

			<p>Arborist:</p> <ul style="list-style-type: none"> ○ More detail is needed for tree specifications including grates/guards, tree species and caliper size. ○ Provide details regarding the western most tree on Fifth Street and its distance from the stop sign. The further it is located away the better. ○ The street lamp may need to be adjusted. Consider placing only one street tree on Fifth Street to avoid stop sign/tree conflicts. ○ The context view from SW on page seven looks like the trees are placed away from curb edge. This may solve the issue but still appears too close. ○ Green ash is no longer a viable species as the city has an over-abundance of them.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>Planning and Zoning:</p> <ul style="list-style-type: none"> ○ See comments throughout staff report.

Compliance with Zoning District and Overlay 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"/>	17.124.040	Floor Area Ratio
			<i>Staff Comments</i>	FAR Permitted: 1.0 FAR w/Inclusionary Housing Incentive: 2.25 FAR Proposed: 1.37 Lot Size: 5,500 sf Gross Floor Area: 7,534 sf Increase Above Permitted FAR: 2,034 sf 20% of Increase: 406.8 sf Net Livable (15% reduction): 345.78 sf Community Housing In-Lieu Fee: \$67,772.88
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.64.010.A	Lot Area
			<i>Staff Comments</i>	Lot Size: 5,500 Square Feet Lot Coverage: 3,950 sf of building footprint (71.82%)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.64.010	Building Height
			<i>Staff Comments</i>	Proposed Building Height: 42 feet to top of building and 51 feet to top of roof access.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.64.010	Setbacks
			<i>Staff Comments</i>	Front – Washington Aveune: 5’ Side – North: 0’ Side - East Alleyway: 16’ Rear – North: Street Side (Fifth Street): 5’
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.124.060.M	Curb Cut
			<i>Staff Comments</i>	No curb cuts are proposed.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.125.050	Parking Spaces
			<i>Staff Comm0ents</i>	Residential requires: One space per 1500 sf (net) Commercial/Retail requires: Two spaces per 1,000 sf (gross) Nine space are required. Of these, an on-street parking credit is provided for four spaces and five spaces are proposed on-site. One van ADA space is included on-site. Two bicycle racks are proposed on-site adjacent to Fifth Street.

Design Review Requirements					
EVALUATION STANDARDS: 17.96.090(B)					
Compliant			Standards and Staff Comments		
Yes	No	N/A	Standard	City Standards and Staff Comments	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(1) SITE DESIGN	The site's significant natural features such as hillsides, mature trees and landscaping shall be preserved. Cuts and fills shall be minimized and shall be concealed with landscaping, revegetation and/or natural stone material.	
			Staff Comments	<i>The site contains six mature trees adjacent to Fifth Street. Plans indicate that all trees will be removed and replaced with two street trees on Fifth Street and one street tree on Washington Avenue. No cuts or fills have been identified in the plans.</i>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(2)a COMPATIBILITY	The structure shall be compatible with the townscape and surrounding neighborhoods with respect to height, bulk, setbacks and relationship to the street.	
			Staff Comments	<i>The surrounding neighborhood is home to existing one and two story buildings that have not be redeveloped to the full height allowance of the Community Core District. The Sun Valley Center for the Arts office and gallery is located across Washington Avenue to the west. A new restaurant is currently under construction on the neighboring parcel to the north. Both of these buildings contain only one story. The Il Naso restaurant is located across Fifth Street to the south in an older two story building. The Idaho Independent Bank is located on the corner of Main Street and Fifth Street and contains a height of three stories.</i>	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(2)b	The project's materials, colors and signing shall be compatible with the townscape, surrounding neighborhoods and adjoining structures.	
			Staff Comments	<i>The applicant will need to provide further information regarding materials used throughout their project. From the renderings, it appears the applicant is utilizing a mix of vertical wood siding, metal window awnings, glass windows, slat on the third floor level and metal railings for the roof top deck.</i>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(2)c	Consideration shall be given to significant view corridors from surrounding properties.	
			Staff Comments	<i>There are no established significant view corridors adjacent to this property.</i>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(2)d	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.	
			Staff Comments	<i>The lot contains no significant landmarks.</i>	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(3)a ARCHITECTURAL QUALITY	Consideration shall be given to natural light reaching public streets, sidewalks and open spaces.	
			Staff Comments	<i>The building official has commented that the current building design could limit sun access to the adjacent north parcel.</i>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(3)b	The building character shall be clearly defined by use of sloped roofs, parapets, cornices or other architectural features.	
			Staff Comments	<i>The building proposes a variety of architectural elements that help to define separation between stories. Window placement, parapets and exterior decks provide greater architectural interest from the Washington Avenue and Fifth Street elevations. The northern elevation contains no variety and should be examined further by the applicant and the commission. The applicant will need to provide details regarding material types for the design review application.</i>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(3)c	There shall be continuity of materials, colors and signing within the project.	
			Staff Comments	<i>It appears that the proposed materials will be complementary to each other.</i>	

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(3)d	There shall be continuity among accessory structures, fences, walls and landscape features within the project.
			<i>Staff Comments</i>	<i>No accessory structures are proposed.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(3)e	Building walls which are exposed to the street shall be in scale with the pedestrian.
			<i>Staff Comments</i>	<i>The ground floor level has been designed to place the proposed commercial space adjacent to the sidewalk. Storefront windows are utilized on the corner of Washington Avenue and Fifth Street to provide greater visibility from the public way into the commercial space. A pedestrian route of travel is clearly established between the sidewalk and building's front entrance.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(3)f	Building walls shall provide undulation/relief thus reducing the appearance of bulk and flatness.
			<i>Staff Comments</i>	<i>The street and alley facing elevations are designed to contain a variety of undulation between the exterior wall faces and window placement. Exterior decks are proposed on the third story and rooftop which help to set the third story back from the street. As discussed before, the north elevation needs further consideration.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(3)g	Exterior lighting shall not have an adverse impact upon other properties and/or public streets.
			<i>Staff Comments</i>	<i>No exterior lighting plan has been submitted. The applicant will be required to meet dark sky requirements, which will be verified in design review application.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(3)h	Garbage storage areas and satellite receivers shall be screened from public view.
			<i>Staff Comments</i>	<i>The trash enclosure is located adjacent to the alleyway and is screened with a four foot wall and gate screen.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(3)i	Utility, power and communication lines within the development site are concealed from public view where feasible.
			<i>Staff Comments</i>	<i>Any utility lines placed onsite to serve the proposed development will be required to be placed underground.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(3)j	Door swings shall not obstruct or conflict with pedestrian traffic.
			<i>Staff Comments</i>	<i>No conflicts have been identified.</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(3)k	Building design should include weather protection which prevents water to drip or snow to slide on areas where pedestrians gather and circulate or to adjacent properties.
			<i>Staff Comments</i>	<i>The applicant will need to address this standard in the design review application.</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(3)l	Exterior siding materials shall be of natural wood or masonry origin or similar quality. Metal siding is discouraged in all zoning districts.
			<i>Staff Comments</i>	<i>The renderings appear to utilize vertical wood siding. However, the applicant will need to provide greater detail at design review.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(4)a CIRCULATION DESIGN	Pedestrian, equestrian and bicycle access which is adequate to satisfy demands relative to development size shall be provided. These accesses shall be located to connect with existing and anticipated easements and pathways.
			<i>Staff Comments</i>	<i>The applicant is proposing to extend the existing five foot sidewalk inward towards their building by three to five feet. The plans show two bicycle racks adjacent to Fifth Street. The proposed ADA parking space is covered by the second story above and has direct access into the building.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(4)b	The building(s) is primarily accessed from the public sidewalk for the majority of the individual uses proposed. It is the intent to promote exterior circulation with numerous connections to the public sidewalk and exposure to the street. This includes utilizing arcades, courtyards and through block connections. (Commercial buildings only)

			<i>Staff Comments</i>	<i>The building will have an entrance from both the Fifth Street and Washington Avenue sides.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(4)c	The required five foot (5') street side setback is primarily used as an extension and part of the public sidewalk in areas with high pedestrian volume (setback as per zoning). This setback is encouraged to be covered by awnings, arcades or other canopies for weather protection and may extend out over the public sidewalk (CC zone only);
			<i>Staff Comments</i>	<i>The site plan shows a proposed 5' foot sidewalk extension into the site adjacent to the building's frontage. The area between the building's face and the sidewalk contain planters sitting areas.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(4)d	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>No issues have been identified regarding access to the site.</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(4)e	Parking areas have functional aisle dimensions, backup space and turning radius.
			<i>Staff Comments</i>	<i>Onsite parking areas meet dimensional space requirements. A van ADA space is proposed onsite under the canopy of the second story level. No issues have been identified regarding potential conflicts.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(4)f	Location of parking areas is designed for minimum adverse impact upon living areas within the proposed development and minimizes adverse impact upon adjacent properties with regard to noise, lights and visual impact.
			<i>Staff Comments</i>	<i>The location of the proposed parking area off of the alley appears to be adequately located to reduce impacts on adjacent properties.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(4)g	Curb cuts are located away from major intersections and off high volume roadways where possible.
			<i>Staff Comments</i>	<i>No new curb cuts are being proposed.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(4)h	Adequate unobstructed access for emergency vehicles, snow plows, garbage trucks and similar service vehicles to all necessary locations within the proposed project is provided.
			<i>Staff Comments</i>	<i>No issues were identified in regard to emergency vehicle access.</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(4)i	The project is designed so as to provide adequate snow storage areas or removal for snow cleared from the parking areas and roadways within the project. (50 percent)
			<i>Staff Comments</i>	<i>The applicant will need to address this standard in the official design review application. Snow storage areas have not been identified on the site plan.</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(5)a LANDSCAPE QUALITY	Substantial landscaping is to be provided, which is in scale with the development and which provides relief from and screening of hard surfaces. Total building surface area and street frontage will be considered when determining whether substantial landscape is being provided. (Landscaping shall be defined as trees, shrubs, planters, hanging plants, ground cover and other living vegetation).
			<i>Staff Comments</i>	<i>A landscaping plan will be required in the design review application in order to verify compliance with this standard. The renderings indicate four planter areas will be placed between the sidewalk and the building's façade adjacent to the street.</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(5)b	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 compliment the neighborhood and townscape. Consideration should be given to the use of native, drought-resistant plant materials.
			<i>Staff Comments</i>	<i>The applicant will need to address this standard in the design review application.</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(5)c	The preservation of existing significant trees, shrubs and important landscape features (mapped in accordance with Site Design, Paragraph 1) shall be encouraged.
			<i>Staff Comments</i>	<i>The applicant is proposing to remove all existing site vegetation and trees.</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(5)d	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 plan indicates that three street trees are proposed. Two trees are located adjacent to Fifth Street and one along Washington Avenue.</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(6) ENERGY DESIGN	Consideration shall be given to proper solar orientation within the project. Recognition shall be given to the solar benefits of adjoining properties. (A sun chart as a means of understanding the solar possibilities and limitations shall be encouraged)
			<i>Staff Comments</i>	<i>The building official has noted that this project may limit solar access to the adjacent property to the north. The applicant will need to address solar access and orientation for this project. A sun chart was not provided.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(7) PUBLIC AMENITIES	Pedestrian amenities are encouraged for all projects and shall be required for commercial uses. Amenities may include, but are not limited to benches and other seating, kiosks, telephone booths, bus shelters, trash receptacles, restrooms, fountains, art, etc. The use of "Ketchum Streetscape Standards" shall be encouraged.
			<i>Staff Comments</i>	<i>The applicant is proposing three street trees, one street light, bicycle racks and three bench areas.</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(8) GREEN BUILDING	Consideration shall be given to green building features within the project. Recognition shall be given to projects that achieve the United States Green Building Council's LEED Certification or earn the Environmental Protection Agency's Energy Star Label. Projects are encouraged to consider energy conservation, indoor air quality, water use, location, waste reduction, recycling, and use of sustainable construction materials.
			<i>Staff Comments</i>	<i>This standard has not been addressed.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(9)a Master Signage Plans Design Guidelines	Exposed support structures for signs, including, but not limited to, posts, poles and sign sides or edges, must be faced or covered with wood, stone or metal which is corrosion resistant, painted or anodized, or such other material as may be approved by the city as a reasonable, natural textured substitute.
			<i>Staff Comments</i>	<i>The applicant is proposing one 13.5 seven square foot wall sign adjacent to Fifth Street. They indicate that all sign code requirements will be met. A master signage plan will be required with the design review application.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(9)b	All freestanding signs shall have landscaping around the base of the support structure in order to provide a transition from the ground to the sign.
			<i>Staff Comments</i>	<i>No freestanding signs are proposed.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(9)c	All materials should prevent reflective glare.
			<i>Staff Comments</i>	<i>The applicant has indicated that they will comply with this standard.</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(9)h	Sign materials and colors should complement the building facade. Basic and simple color applications are encouraged and vibrant colors should be avoided.
			<i>Staff Comments</i>	<i>No materials has been identified for the proposed wall sign.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(9)j	Signs shall not cover or obscure windows, doors, storefronts, building entrances, eaves, cornices, columns, horizontal expression lines, or other architectural elements or details.
			<i>Staff Comments</i>	<i>The proposed sign does not conflict with any of the above stated elements.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(9)k	Signage on buildings with multiple tenants shall be limited to prevent sign clutter. Individual signs for tenants with ground floor storefront entrances are permitted. A directory sign with the names and suite numbers of all tenants without a ground floor storefront entrance may be provided at the lobby entrance for those tenants.
			<i>Staff Comments</i>	<i>The applicant is proposing one wall sign. However, a master signage plan will be required if there are multiple tenants in the building.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.090(B)(9)l	An address marker shall be provided at the main entrance to all buildings.
			<i>Staff Comments</i>	<i>This will be reviewed at the time of building permit.</i>

Community Core Design Review Requirements

EVALUATION STANDARDS: 17.18.130(F)				
Compliant			Standards and Staff Comments	
Yes	No	N/A	Standard	City Standards and Staff Comments
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(a)1 ALL BUILDING FACADES	<p>Facades shall be designed with both solid surfaces and window openings to avoid the creation of blank walls and glass curtain walls. Blank walls on all facades that front a park, street, avenue, alley, plaza, or other public spaces are prohibited.</p> <p><i>Staff Comments</i> The use of decks, fenestration and varied architectural elements break up the building elevations.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(a)2	<p>On all facades, a clear visual distinction between each floor shall be provided.</p> <p><i>Staff Comments</i> The elevations indicate that the floors are clearly distinguishable. This is accomplished through the use of horizontal planes, decks and window placement. The ground floor contains storefront windows and a metal awning which distinguishes the first story from the second story level.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(a)3	<p>Stairways shall have a design that is compatible with overall structure. Stairs shall not have a tacked on appearance or look like their design was an addition or afterthought.</p> <p><i>Staff Comments</i> One exterior stair case is proposed on the north side of the building connecting the third level deck area with the roof top deck. A cable railing is proposed which is consistent with the railing used on the roof top deck.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(a)4	<p>All sides of the facade shall be designed with similar architectural elements, materials, and colors as the front facade. However, the design of side and rear facades may be simpler, more casual, and more utilitarian in nature.</p> <p><i>Staff Comments</i> All elevations of the building are designed with similar architectural elements and siding. In order to meet building code, the north elevation is flat and does not undulate or provide variety in materials.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.18.130(F)(a)5	<p>If a portion of an existing building is modified, it shall use the same building materials, details, and color applications as the rest of the building. For example, if a portion of a brick facade with wood framed windows and doors is modified, the modified portion of the facade shall use bricks, details, and wood frame windows and doors that are compatible with the other parts of the building.</p> <p><i>Staff Comments</i> This is a new building.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(a)6	<p>Consideration shall be given to natural light reaching public streets, sidewalks and open spaces.</p> <p><i>Staff Comments</i> No issues have been identified regarding natural light reaching the sidewalk or street. The building official has expressed concern regarding light impacts to the adjacent north parcel.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.18.130(F)(b) (1)a	<p>Additions to existing buildings shall be designed with a style, materials, colors, and details that are compatible with the existing structure.</p> <p><i>Staff Comments</i> This is a new building.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(b) (1)b MIXED USE/HOTEL BUILDING FACADES	<p>Front building facades, as well as all facades that front a plaza or pedestrian walkway, shall be designed with:</p> <p>(a) Ground floor storefront windows and doors that utilize clear transparent glass in order to provide clear views of storefront displays from the street and/or to allow natural surveillance of the street and adjacent outdoor spaces. Mirror and tinted glass, including solar bronze and interior film, is prohibited.</p> <p><i>Staff Comments</i> Storefront windows are proposed to provide visual line of sight into the commercial portion of the building.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(c)1 ROOFS	<p>Roofing forms and materials shall be compatible with the overall style and character of the structure. Reflective materials are prohibited.</p> <p><i>Staff Comments</i> The proposed roof is flat and appears compatible with the overall building design.</p>

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(c)2	A relatively consistent roof design (including overhangs, pitch, fascia, materials and eaves) shall be provided on all sides of the building.
			<i>Staff Comments</i>	<i>The building design appears consistent on all sides of the building.</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(c)3	All roofs shall be designed with snow clips, gutters, and downspouts to prevent water damage and stains on building facades, and to protect pedestrians and adjoining properties from dripping water and sliding snow.
			<i>Staff Comments</i>	<i>Additional information will be needed to verify conformance with this standard.</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(c)4	Mechanical equipment on roofs shall be screened from public view from all sidewalks, plazas, parks, public spaces, and pedestrian walkways.
			<i>Staff Comments</i>	<i>The roof plans provides full screening for all roof mounted equipment.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(c)5	Roof overhangs, such as cornices, and eaves, may extend out from the facade of the building. However, roof overhangs shall not extend over a neighboring parcel or more than three feet (3') over a public sidewalk.
			<i>Staff Comments</i>	<i>No overhangs are proposed over the public sidewalk or onto neighboring properties.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(d)1AW NINGS AND MARQUEES	The valance, or front face, of an awning shall not exceed eighteen inches (18") in height.
			<i>Staff Comments</i>	<i>A metal awning is proposed for both windows areas at the corner of the building adjacent to the street intersection of Washington Avenue and Fifth Street. The front face of the awning appears to be under six inches.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(d)2	Awnings and marquees shall not obscure views into storefront display windows or cover architectural expression lines or details.
			<i>Staff Comments</i>	<i>Awnings do not obscure proposed windows.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.18.130(F)(d)3	Awnings may have signs (refer to sign ordinance).
			<i>Staff Comments</i>	<i>No awning signs are proposed.</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(d)4	High gloss or plastic materials are prohibited.
			<i>Staff Comments</i>	<i>Additional information will be required to verify this standard.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(e)1 BALCONIES	Balconies may be open or covered with a roof or upper story balcony.
			<i>Staff Comments</i>	<i>The third story balcony is partially covered from the roof above.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.18.130(F)(e)2	The distance between roof supporting columns, piers, or posts on balconies shall not exceed their height.
			<i>Staff Comments</i>	<i>Supporting columns are not a visible architectural element.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.18.130(F)(f)1 COLONNADES	Colonnades may be covered with a roof or a balcony. An enclosed habitable space may occur above the colonnade, as long as it does not occur over the public sidewalk.
			<i>Staff Comments</i>	<i>No colonnades are proposed.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(f)2	Supporting columns and posts shall be spaced and sized so that they do not block views of storefront windows from the street.
			<i>Staff Comments</i>	<i>There have been no obstructions identified regarding views from windows.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.18.130(F)(g)1	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>Staff Comments</i>	<i>No front porches are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.18.130(F)(g)3	The raised platform of a front porch (not including stairways) shall be at least fifty (50) square feet in size with no one dimension less than six feet (6') in length.
			<i>Staff Comments</i>	<i>No front porches or stoops are proposed.</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(h)(1)a PUBLIC OPEN SPACE	Public open spaces shall be designed to enhance the site and/or building as a place for pedestrians and shall include the following: Trash receptacles; a combination of landscaping and paved surfaces; pedestrian scaled lighting; & amenities or features that encourage people to gather. Such features include, but are not limited to outdoor seating, spas/hot tubs, pools, barbecue facilities, outdoor fireplace, public art, fountains, kiosks, planters, and outdoor dining area.

			<i>Staff Comments</i>	<i>The applicant is proposing four landscaped planters on the exterior of this project along the street frontage of the building. Three outdoor seating areas have been incorporated into these planters.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.18.130(F)(h)2	Public open spaces shall be usable throughout the year. These spaces shall either be heated for snow removal or maintained to remove snow during the winter months.
			<i>Staff Comments</i>	<i>No public open space is required for this project.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(i)1 SERVICE AREAS	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 from streets, avenues, alleys, pedestrian walkways, sidewalks, plazas, and public spaces. Trash disposal areas with appropriately designed enclosures or screens may be allowed within rear parking lots, but in no case shall the disposal area be allowed along the street frontage.
			<i>Staff Comments</i>	<i>Plans propose locating the trash area to the rear of the building. The trash area will be accessible from the alleyway and will be enclosed behind a four foot wall and a gate screen.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(i)3	Garbage containers or dumpsters shall be kept in enclosures at all times, except when being emptied.
			<i>Staff Comments</i>	<i>The applicant indicates this requirement will be met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(i)4	Trash enclosures shall be maintained and the surrounding area kept free of debris.
			<i>Staff Comments</i>	<i>That applicant indicates this standard will be met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(i)5	The location of trash enclosures shall not interfere with vehicular and pedestrian access and movement.
			<i>Staff Comments</i>	<i>The location of the trash area does not conflict with vehicle and pedestrian access points.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(i)6	The number of trash receptacles per unit shall be provided based on formulas provided by trash disposal companies.
			<i>Staff Comments</i>	<i>The applicant will be required to work with Clear Creek regarding this requirement.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(j)(1)a-h MECHANICAL AND ELECTRICAL EQUIPMENT	The following shall not be located within the public right of way and shall be screened from public views from streets, pedestrian walkways, sidewalks, plazas, and public spaces: Electric and water utility meters; power transformers and sectors; heating/ventilation/cooling equipment/ irrigation and pool pumps; satellite dishes greater than eighteen inches (18") in diameter; antennas; rooftop mechanical equipment; & other mechanical equipment.
			<i>Staff Comments</i>	<i>No mechanical equipment or utility meters will be located in the public right-of-way. Mechanical equipment is proposed on the roof and meters will be located behind the building adjacent to the alleyway.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(j)(2)	Appropriate methods of screening include fencing, landscaping, roof parapets, and equipment enclosures. The design of screening devices shall be compatible with the main structure and conform to other sections of this code. Noise levels of mechanical equipment shall be minimized. All utility and communication lines serving the site shall be underground.
			<i>Staff Comments</i>	<i>The applicant is proposing screening for the roof mechanical equipment and for the trash area adjacent to the alleyway. Screening appears to be compatible to the design of the building.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(k)(1)a-c LANDSCAPING	The regulations in this subsection apply to private property, including parking lots. Regulations for the landscaping of streets are provided in subsection q, "Streets And Streetscapes", of this section. The following areas shall be landscaped and regularly maintained to be free of weeds, overgrown vegetation, and litter: Unpaved portions of the site visible from public streets, sidewalks, plazas, parks, and other public spaces; common outdoor areas within any development; and private and public surface parking areas.

			<i>Staff Comments</i>	<i>The applicant indicates that all site areas will be regularly maintained.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(k)2	Landscaping treatments shall include a combination of trees, grasses, shrubs, flowering plants, and flowers.
			<i>Staff Comments</i>	<i>Landscaping is not detailed in the plans. Three street trees and landscaping planters are proposed.</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(k)3	All landscaped areas shall be irrigated with automatic drip irrigation systems that do not produce overspray on surfaces outside the planting area.
			<i>Staff Comments</i>	<i>The applicant will need to address this standard in the design review application.</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(k)4	All new trees planted in the community core district shall be species that are recommended and approved by the city arborist. All new trees shall have a caliper size of three inches (3") measured twelve inches (12") from the ground. If the species is not available in this size, a caliper of two and one-half inches (2 1/2"), measured twelve inches (12") from the ground, will be acceptable. Evergreen trees shall be at least eight feet (8') tall when planted. All trees shall have a minimum height of fourteen feet (14') when fully grown.
			<i>Staff Comments</i>	<i>The applicant will need to address this standard in the design review application.</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(k)5	In order to provide adequate pedestrian clearance, trees shall be pruned regularly so that there is at least seven feet (7') of vertical clearance between the lowest branches of the tree and the grade of the adjacent sidewalk or pedestrian walkway. They shall also be pruned to maintain the health, vigor, and natural shape of the tree, and to maintain vehicular clearance and sight lines.
			<i>Staff Comments</i>	<i>The applicant will need to address this standard in the design review application.</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(k)6	All trees shall have an adequately sized planting area. The size of the planting area shall be based on the amount of room needed for tree roots. Root barriers shall be used when trees are planted near pedestrian walkways and sidewalks.
			<i>Staff Comments</i>	<i>The applicant will need to address this standard in the design review application.</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(k)7	Shrubs shall have a minimum five (5) gallon container size.
			<i>Staff Comments</i>	<i>The applicant will need to address this standard in the design review application.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(k)9	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>Existing site trees are being replaced with three street trees.</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(k)10	All landscaping shall be maintained in a healthy and attractive state and shall be watered, weeded, generally maintained, and replaced (if necessary) by the property owner/property manager.
			<i>Staff Comments</i>	<i>The applicant will need to address this standard in the design review application.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.18.130(F)(k)11	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>No trees are proposed onsite. More clarification will be needed in the design review application.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.18.130(F)(k)12	The city arborist shall approve all parking lot trees. Trees that do not drop heavy cones, sap, fruit, and seedlings shall be selected to minimize potential damage to cars in the parking lot.
			<i>Staff Comments</i>	<i>The applicant is not proposing a traditional parking lot. Parking will be located under the canopy of the second story level and adjacent to the alleyway.</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(k)(13)a	All surface parking lots shall be designed with the following landscaping features: The use of porous or pervious surfaces in the parking lot design. These surfaces reduce the volume and rate of storm water runoff and can add to the visual character of the parking lot.

			<i>Staff Comments</i>	<i>The applicant will need to address this standard in the design review application.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(k)(13)b	Landscaped planters shall be located between public sidewalks and parking lots. Landscaped planters shall be at least five feet (5') wide and shall be planted with a combination of shrubs, trees, and flowering plants. Planter walls shall be limited to a height of twenty four inches (24").
			<i>Staff Comments</i>	<i>The applicant is showing four landscape planter areas between the sidewalk and the building's façade. Dimensions of these planter areas will need to be detailed in the design review application.</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(k)(13)c	Trees may be planted in landscaped planters, tree wells in pedestrian walkways, and/or diamond shaped planter boxes located between parking rows. Diamond shaped planter boxes and tree wells shall be at least five feet (5') square. Tree gates and root guards shall be required for trees planted within pedestrian walkways.
			<i>Staff Comments</i>	<i>The applicant will need to address this standard in the design review application.</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(k)(13)d	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>The applicant will need to address this standard in the design review application.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.18.130(F)(l)1 FENCES, WALLS AND GATES	The design of fences and walls shall be compatible with the architecture of the building.
			<i>Staff Comments</i>	<i>No fences are proposed with this application.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.18.130(F)(l)2	Entrance arbors are allowed on fences/walls.
			<i>Staff Comments</i>	<i>No entrance arbors are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.18.130(F)(l)3	Fences and walls shall have an articulated design. Articulation can be created by having regularly spaced posts, changing the height of the fence/wall, and by using different building materials at the base, posts, or the cap of the fence/wall. Flat walls, chainlink fences, and barbed wire fences are prohibited.
			<i>Staff Comments</i>	<i>No fences or walls are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.18.130(F)(l)4	The maximum fence and wall height is four feet (4') within thirty feet (30') of the front property line and six feet (6') beyond thirty feet (30') of the front property line.
			<i>Staff Comments</i>	<i>No fences or walls are proposed.</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(m)(1)a-l SITE LIGHTING	The following areas shall be illuminated at night to ensure the safety of users and to minimize opportunities for crime. Illumination shall conform to the city of Ketchum dark sky ordinance. Intersection of streets; intersection of alleys and streets; surface parking lots; parking structures, including access points, elevations and stairwells; pedestrian walkways and paths; plazas; sidewalks; automated teller machines (ATMs); all entrances to buildings, including rear and service entrances; garbage disposal areas; alleys; & other areas that are routinely used by pedestrians.
			<i>Staff Comments</i>	<i>A lighting plan will need to be submitted with the design review application.</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(m)2	Site, building, and sign lighting shall be located and directed to light the intended area of illumination and to prevent off site glare impacts on adjacent buildings or properties.
			<i>Staff Comments</i>	<i>A lighting plan will need to be submitted with the design review application.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(n)1 PLAZAS, PEDESTRIAN WALKWAYS AND COURTYARDS	All plazas, pedestrian walkways, and courtyards shall be designed with an ornamental surface that is differentiated from the sidewalk and asphalt streets and parking lots. Appropriate types of ornamental paving include: (a) Natural stone. (b) Turf block. (c) Brick.

				(d) Concrete unit pavers.
			Staff Comments	Sidewalk materials will need to be submitted with the design review application.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.18.130(F)(n)3	All plazas and courtyards shall be designed with pedestrian amenities, such as seating, outdoor dining tables with umbrellas, winter ice rinks, planters, trees, vine covered pergolas, pedestrian scaled lighting, public artwork, outdoor fireplaces, and fountains.
			Staff Comments	No plazas or courtyards are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.18.130(F)(n)4	Plazas shall be illuminated from dusk to dawn. A combination of overhead lighting and lighted bollards shall be used.
			Staff Comments	No plazas are proposed.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(n)5	Plazas, pedestrian walkways, and courtyards that are paved shall be kept clear of snow and ice to ensure that the space is usable throughout the year.
			Staff Comments	Snow storage and walkways maintenance will need to be addressed in the design review application.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.18.130(F)(o)1	Park improvements shall be designed to preserve mature trees, natural topographic features, rock outcroppings, and riparian and floodplain features.
			Staff Comments	No park areas are proposed with this application.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.18.130(F)(o)2	All parks shall be designed with pedestrian amenities, such as shaded trails and paths, seating areas, picnic tables, barbecue areas, planters, trees, vine covered pergolas, gazebos, drinking fountains, pedestrian scaled lighting, public artwork, and fountains.
			Staff Comments	No park areas are proposed with this application.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.18.130(F)(o)3	Parks shall be visible from streets, sidewalks, and adjacent uses to facilitate informal surveillance of the park and to increase safety and security. Edge treatments such as landscaping and fencing shall not block public views into the park. Parks shall not be isolated or walled off from the surrounding community.
			Staff Comments	No park areas are proposed with this application.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.18.130(F)(o)4	Lighting shall be provided for pedestrian paths, parking lots, restrooms, picnic areas, gazebos, and other structures within parks. Lighting shall be located and directed to control off site glare.
			Staff Comments	No park areas are proposed with this application.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.18.130(F)(o)5	Parks shall be designed with a combination of shaded areas to create cool areas during warm summer months and open space for solar access during the colder months. Canopy trees, trellises, gazebos, and/or other structures shall be provided to shade pedestrian paths, picnic areas, outdoor seating areas, and playgrounds.
			Staff Comments	No park areas are proposed with this application.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(p)(1)a-c BICYCLE PARKING	All developments within community core are required to have bicycle parking. The minimum number of bicycle racks shall be determined by whichever of the following is greater: (a) Two (2) bicycle racks per use or business; (b) A number of bicycle racks that equals twenty percent (20%) of the required auto parking; or (c) Two (2) bicycle racks per lot.
			Staff Comments	The applicant is proposing two bicycle racks adjacent to Fifth Street. Additionally, three storage lockers are provided under the second level canopy.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.18.130(F)(p)2	Schools are required to provide a minimum of one bicycle rack per ten (10) students or ten percent (10%) of required auto parking, whichever is greater. Recreation uses are required to provide a minimum of five (5) bicycle racks or ten percent (10%) of required auto parking, whichever is greater.
			Staff Comments	This is neither a school nor recreational use.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(p)(3)a	A single bicycle rack shall meet the following criteria: (a) Support the bicycle upright by its frame in two (2) places; (b) Prevent the wheel of the bicycle from tipping over; and (c) A U-lock should be able to lock the front wheel and the down tube of an upright bicycle or lock the rear wheel and seat tube of the bicycle.

			<i>Staff Comments</i>	<i>The proposed bicycle racks appear to meet the above standards.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(p)4	Two (2) or more single racks may be mounted in a row on a common base or attached in a row to a frame.
			<i>Staff Comments</i>	<i>The two racks are mounted side by side.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(p)5	Inverted "U" racks mounted in a row should be placed thirty inches (30") apart (on center) allowing enough room for two (2) bicycles to be secured to each rack and providing easy access to each bicycle.
			<i>Staff Comments</i>	<i>The bicycle racks are separated greater than 30" apart.</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(p)6	The rack should be anchored so that it cannot be stolen with the bikes attached. Racks that are large and heavy enough such that the rack cannot be easily moved or lifted with the bicycles attached do not have to be anchored.
			<i>Staff Comments</i>	<i>The applicant will need to address this standard in the design review application.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(p)7	Bicycle racks may be placed on private property and public sidewalks. In both cases, the racks shall not be placed so that they block the entrance or inhibit pedestrian flow in or out of the building. If placed on a sidewalk or pedestrian walkway, they should be placed so that at least five feet (5') of sidewalk width is maintained. Bike racks placed in the public right-of-way are subject to review and approval by the Public Works Department.
			<i>Staff Comments</i>	<i>Both bicycle racks are proposed on private property.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(p)9	Racks shall be mounted within fifty feet (50') of the entrance it serves, or as close as the nearest car parking space, whichever is closer.
			<i>Staff Comments</i>	<i>Bicycle racks are shown to be less than 50 feet from the building's entrance on Fifth Street.</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(p)10	Racks shall be clearly visible from the entrance it serves.
			<i>Staff Comments</i>	<i>Bicycle racks appear to not have a line a sight from the front entrance of the building.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(q)1 STREETS AND STREETSCAPES	Streetscape improvements shall be designed in compliance with the city approved cross sections for downtown streets.
			<i>Staff Comments</i>	<i>The applicant is working with the public works department regarding right-of-way improvements. Full improvements for sidewalk, curb and gutter will be required.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(q)4	All streetlight fixtures, traffic signals, traffic and directional signs, pedestrian wayfinding signs, parking signs, bicycle racks, parking meters, and fire hydrants shall be located within one to three feet (3') of the curb face.
			<i>Staff Comments</i>	<i>The applicant has indicated that this standard will be met, however the bicycle racks are proposed on private property.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(q)6	Streetscape furniture and amenities shall be located to maintain a clear pedestrian path of at least five feet (5') in width.
			<i>Staff Comments</i>	<i>The sidewalk width will be expanded to eight to ten feet and at least five feet of pedestrian path will be preserved near the street light and trees.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(q)8	All streetlights, streetscape furniture, and amenities shall be consistent with a city approved list of approved furniture.
			<i>Staff Comments</i>	<i>The applicant is working with the public works department to ensure all public improvements meet the right-of-way standards.</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(q)13	All sidewalks shall be constructed of concrete pavers. Special paving features may be allowed on the sidewalks of unique streets within the downtown, such as Fourth Street and First Avenue.
			<i>Staff Comments</i>	<i>Sidewalk details will be required at the time of design review application.</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(q)15	Root guards shall be installed for each street tree to minimize damage to the sidewalk.
			<i>Staff Comments</i>	<i>The applicant will need to address this standard in the design review application.</i>

<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(q)16	All street trees shall be irrigated with automatic drip irrigation systems that do not produce overspray on the sidewalk.
			<i>Staff Comments</i>	<i>The applicant will need to address this standard in the design review application.</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(q)17	All new trees shall have a caliper size of three inches (3") measured twelve inches (12") from the ground. If the species is not available in this size, a caliper of two and one-half inches (2 1/2"), measured twelve inches (12") from the ground, will be acceptable. Evergreen trees shall be at least eight feet (8') tall when planted. All trees shall have a minimum height of fourteen feet (14') when fully grown.
			<i>Staff Comments</i>	<i>The applicant will need to address this standard in the design review application.</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(q)18	In order to provide adequate pedestrian clearance, trees shall be pruned regularly so that there is at least seven feet (7') of vertical clearance between the lowest branches of the tree and the grade of the adjacent sidewalk or pedestrian walkway. They shall also be pruned to maintain the health, vigor, and natural shape of the tree, and to maintain vehicular clearance and sight lines.
			<i>Staff Comments</i>	<i>The applicant will need to address this standard in the design review application.</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(q)19	All trees shall have an adequately sized planting area. The size of the planting area shall be based on the amount of room needed for tree roots. Root barriers shall be used when trees are planted near pedestrian walkways and sidewalks.
			<i>Staff Comments</i>	<i>The applicant will need to address this standard in the design review application.</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	17.18.130(F)(q)20	All street trees planted in the community core district shall be species that are recommended and approved by the city arborist.
			<i>Staff Comments</i>	<i>The applicant will need to address this standard in the design review application.</i>

STAFF RECOMMENDATION:

No staff recommendation will be provided at this time. The Commission should provide the applicant feedback regarding the proposed project and identify any amendments to be included in the design review application submission.

ATTACHMENTS:

- A. Application
- B. Plans

Attachment A: Application



COMMUNITY CORE DESIGN REVIEW APPLICATION FORM B
Complete for Pre-Application Design Review and Final Design Review

GENERAL INFORMATION

PROJECT NAME: Kneebone Mixed Use

OWNER: Kneebone, LLC (Stephen T. Kearns, Member)

EMAIL: steve@kmvbuilders.com

MAILING ADDRESS: P.O. Box 3233, Ketchum, ID 83340

PHONE NUMBER: (208) 726-4843

ARCHITECT/REP.: Williams Partners Architects

EMAIL: jeff@williams-partners.com

MAILING ADDRESS: P.O. Box 4373, Ketchum, ID 83340

PHONE NUMBER: (208) 726-0020

LEGAL LAND DESCRIPTION: KETCHUM LOT 8 BLK 15 5500SF

PROJECT STREET ADDRESS: 500 North Washington Avenue, Ketchum ID 83340

C. EXCEPTION(S) TO DESIGN REVIEW REGULATIONS (17.64.020) REQUESTED

(list by code number, e.g. A-1, C-2)

N/A

D. LAND USE

PERMITTED USE(S): Residential: Dwelling, Multifamily & Commercial: Business or Retail Trade

CONDITIONAL USE(S): N/A

E. PARKING

TOTAL SPACES REQUIRED: 5

TOTAL SPACES PROPOSED: 5 SURFACE: X UNDERGROUND: _____

ON-STREET CREDIT REQUESTED: 4

F. SIDEWALK, CURB, & GUTTER

SIDEWALK WIDTH: 10+/- ft.

G. LOT DIMENSIONS

LOT AREA: 5,500 sq. ft.

LOT WIDTH: 56 ft.

H. FLOOR AREA RATIO

GROSS SQUARE FEET OF DEVELOPMENT ON EACH FLOOR OR LEVEL:

Basement or Underground Parking 0 sq. ft. First Floor: 2,206 sq. ft.

Second Floor: 3,182 sq. ft. Third Floor: 2,146 sq. ft.

GROSS FAR: 1.37

COMMERCIAL SPACE: Ground Floor 1,539 sq. ft. Total: 3,102 sq. ft.

TOTAL NUMBER OF MARKET RATE RESIDENTIAL UNITS: 2

TOTAL GROSS SQ FT OF MARKET RATE RESIDENTIAL UNITS: 3,588 sq. ft.

List gross sq ft of **each** numbered unit:

<u>1,442</u> sq ft	_____ sq ft	_____ sq ft
<u>2,146</u> sq ft	_____ sq ft	_____ sq ft
_____ sq ft	_____ sq ft	_____ sq ft
_____ sq ft	_____ sq ft	_____ sq ft
_____ sq ft	_____ sq ft	_____ sq ft
_____ sq ft	_____ sq ft	_____ sq ft

COMMUNITY HOUSING

Requirement (for Projects over 1.0 FAR): 345.78 sq ft

Community Housing Requirement = [(Total Gross Sq Ft of Development – Lot Area) x 20%] x 85%


Proposed: 345.78 sq ft

K. SUBDISTRICT

A: _____ B: _____ C: X D: _____

L. BUILDING TYPE

1: _____ 2: _____ 3: X 4: _____ 5: _____ 6: _____

OWNER'S SIGNATURE:  DATE: 1.12.16
 (Owner's agent may sign, if written authorization has been provided to the Planning and Building Department.)

Pursuant to Resolution No. 08-123, any direct costs incurred by the City of Ketchum to review this application will be the responsibility of the applicant. Costs include but are not limited to: engineer review, attorney review, legal noticing, and copying costs associated with the application. The City will require a retainer to be paid by the applicant at the time of application submittal to cover said costs. Following a decision or other closure of an application, the applicant will either be reimbursed for unexpended funds or billed for additional costs incurred by the City.

Attachment B: Plans

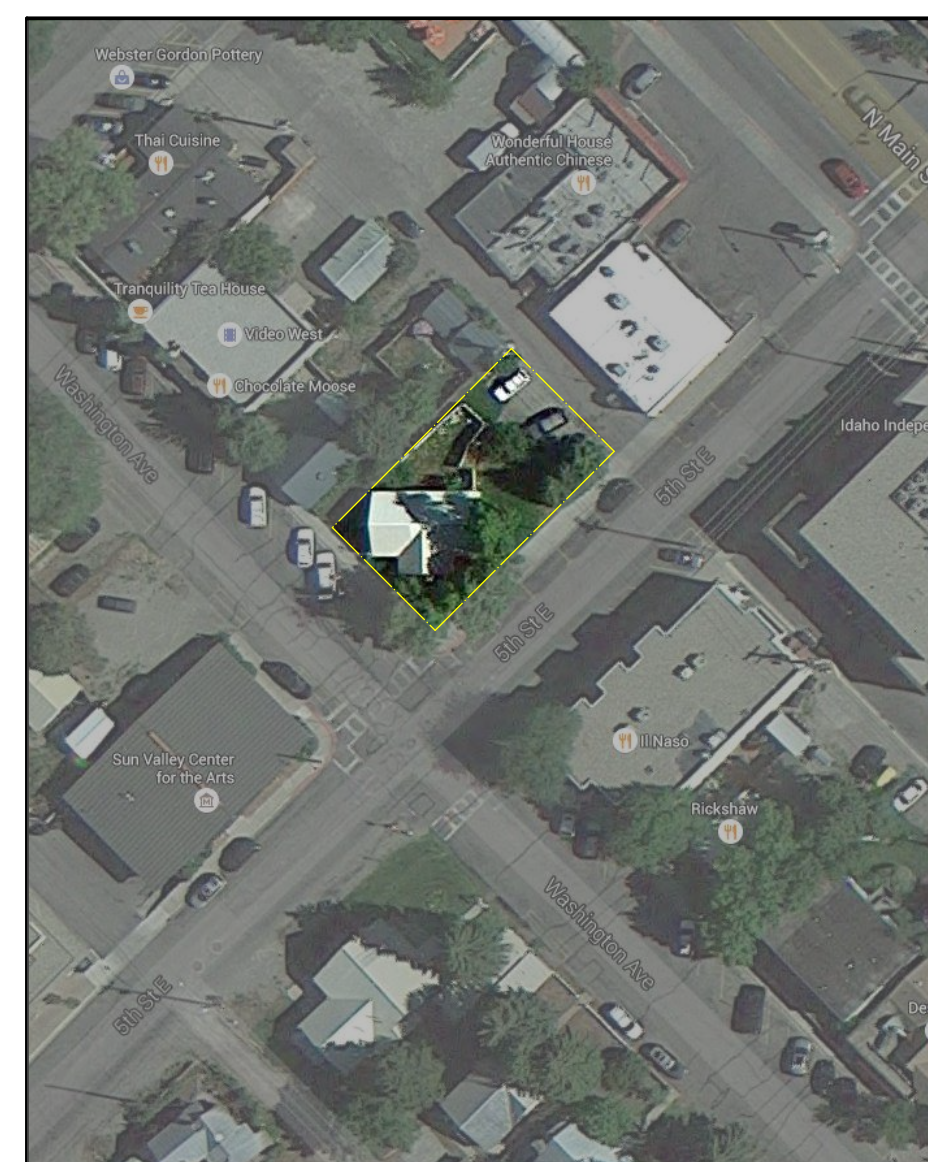
KNEEBONE BUILDING

C:\Users\Ryan\Desktop\Kneebone\04 - BIM Project Files\Kneebone-07.pln

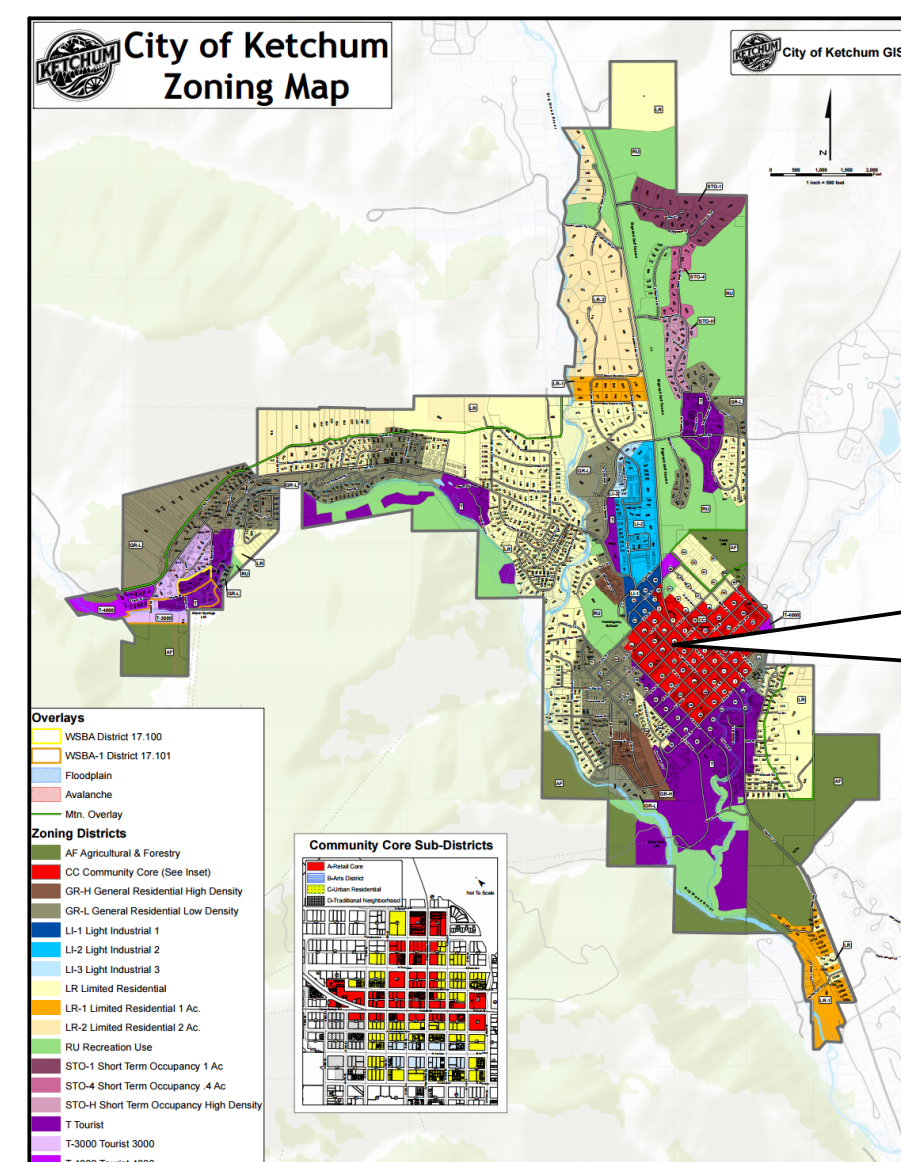
PROJECT SUMMARY		
ADDRESS 500 North Washington Avenue Ketchum, ID 83340	LEGAL DESCRIPTION KETCHUM LOT 8 BLK 15 5500SF	
JURISDICTION CITY OF KETCHUM	COUNTY BLAINE	
CODES ADOPTED (PER CITY CODE §15.04.010) - THE INTERNATIONAL BUILDING CODE (IBC) 2012 EDITION, INCLUDING APPENDICES A, B, C, E, G, I, AND J, AND REVISED SECTION 903 AND EXCLUDING SECTION 101.4.3 - THE INTERNATIONAL ENERGY CONSERVATION CODE (IECC) 2012 EDITION, INCLUDING APPENDIX - THE INTERNATIONAL EXISTING BUILDING CODE (IEBC), 2012 EDITION - THE INTERNATIONAL PROPERTY MAINTENANCE CODE (IPMC), 2012 EDITION - THE INTERNATIONAL RESIDENTIAL CODE (IRC), 2012 EDITION, PARTS 1 THROUGH IV AND IX, INCLUDING APPENDICES D, E, F, G, H, J, K AND M		
ZONING (PER CITY CODE §17.124.040 TABLE A) CC COMMUNITY CORE - SUBDISTRICT C: URBAN RESIDENTIAL		
PERMITTED USE(S) (PER CITY CODE §17.12.040 TABLE B, SUBDISTRICT C: URBAN RESIDENTIAL) RESIDENTIAL: DWELLING, MULTIFAMILY COMMERCIAL: OFFICE, BUSINESS OR RETAIL TRADE		
SETBACKS/HEIGHT (PER CITY CODE §17.12.040 TABLE B, SUBDISTRICT C: URBAN RESIDENTIAL) FRONT (Washington Avenue) = 5'-0" SIDE YARD (Adjacent/Interior) = 0'-0" SIDE (5th Street) = 5'-0" REAR (Alley) = 3'-0"		
	REQUIRED/ MAXIMUM	PROPOSED
BUILDING HEIGHT	42'-0"	42'-0"
HEIGHT ABOVE ROOFLINE	10'-0"	9'-0"
FIRST FLOOR CEILING HEIGHT, RETAIL	12'-0" - 15'-0"	12'-0"
FIRST FLOOR CEILING HEIGHT, RESIDENTIAL	8'-0" - 12'-0"	N/A
HEIGHT ABOVE ROOFLINE, ELEVATORS/STAIRS SHAFT PROVIDING ACCESS TO ROOF GARDEN	10'-0"	10'-0"
MINIMUM REQUIRED SIZE OF PRIVATE OUTDOOR SPACE PER RESIDENTIAL UNIT	50 SF	



PLANNING CODE COMPLIANCE					
AREA CALCULATIONS					
FLOOR AREA, NET (NSF): SUM OF HORIZONTAL FLOOR AREA NOT INCLUDING OPEN ENCLOSED DECKS, INTERIOR OR EXTERIOR CIRCULATION, MECHANICAL EQUIPMENT ROOMS, PARKING AREAS, COMMON AREAS, PUBLIC BATHROOMS OR STORAGE AREAS IN BASEMENTS. (PER CITY CODE §17.08.020)					
	OFFICE/RETAIL	RESIDENTIAL	COMMON	GARAGE	CIRCULATION / MECHANICAL
LEVEL 1 (GROUND LEVEL)	1,539 GSF	0 NSF	667 GSF	459 GSF	0 NSF
LEVEL 2 (SECOND LEVEL)	1,563 GSF	1,442 NSF	177 GSF	0 GSF	137 NSF
LEVEL 3 (THIRD LEVEL)	0 GSF	2,146 NSF	0 GSF	0 GSF	289 NSF
TOTAL BY USE	3,102 GSF	3,588 NSF	844 GSF	459 GSF	426 NSF
TOTAL	8,419 GSF				
PARKING CALCULATIONS (PER CITY CODE §17.125.060)					
USE	PARKING REQUIREMENTS/ PARKING DEMAND				
RESIDENTIAL	1.0 PER 1,500 NET SQUARE FEET (NSF)				
RETAIL TRADE AND RETAIL SERVICE	2.0 PER 1,000 GROSS SQUARE FEET (GSF)				
STREET PARKING CREDIT	4.0 PER 5,500 SF OF LOT AREA				
REQUIRED	STALLS	CALCULATION			
OFFICE & RETAIL	6.20	[(3,102 GSF) / 1,000 GSF] x 2.0			
RESIDENTIAL	2.39	[(3,588 NSF) / 1,500 NSF] x 1.0			
COMMON	N/A				
GARAGE	N/A				
CIRCULATION / MECHANICAL (NSF)	N/A				
TOTAL PARKING REQUIRED	5	[8.59 - 4.0 = 4.59-5]			
4.0 SPACES CREDITED PER CITY CODE §17.125.060 B					
FRACTIONS ROUNDED PER CITY CODE §17.125.050 B					
OFF-STREET PARKING STALLS SUMMARY (MIN. 9'-0"x18'-0" SIZE PER CITY CODE §17.125.030) *INCLUDES ONE ADA COMPLIANT VAN ACCESSIBLE PARKING STALL (11'-0" x 18'-0")					
	REQUIRED	PROVIDED*			
	5	5			
FLOOR AREA RATIO (F.A.R.) (PER CITY CODE §17.124.040) PROJECT PROPOSED F.A.R. = 1.37 [7,534 GSF / 5,500 GSF] [ADJUSTED TOTAL GSF AREA = 7,534 GSF (GARAGE & CIRCULATION/MECHANICAL NOT INCLUDED)]					
DISTRICT	BASIC F.A.R. ALLOWANCE	PROPOSED F.A.R.	MAXIMUM F.A.R. ALLOWED WITH INCLUSIONARY HOUSING INCENTIVES		
CC DISTRICT	1.0 (5,500 GSF)	1.37 (7,534 GSF)	2.25 (12,375 GSF)		
COMMUNITY HOUSING REQUIRED FOR PROJECTS OVER 1.0 F.A.R. COMMUNITY HOUSING REQUIREMENT = (TOTAL GSF OF DEVELOPMENT - LOT AREA) x 20% x 85% IN LIEU FEE = [(COMMUNITY HOUSING REQUIRED AREA x \$196/SF)]					
[CALCULATIONS] [7,534 GSF - 5500 GSF = 2,034 GSF] [2,034 SF x 20% = 406.80 SF] [406.80 SF x 85% = 345.78 SF (COMMUNITY HOUSING REQUIREMENT)] [345.78 SF x \$196/SF = \$67,772.88 (IN LIEU FEE)]					
DESIGN REVIEW AUTHORITY (PER CITY CODE §17.96.010) 2 BIKE RACKS REQUIRED					



SATELLITE VIEW



VICINITY MAP



NEIGHBORHOOD MAP

PROJECT LOCATION

PROJECT TEAM	
ARCHITECT	Williams | Partners Architects P.O. Box 4373 Ketchum, ID 83340 Contact: Jeff Williams, Architect E-mail: jeff@williams-partners.com Phone: 208.726.0020 Fax: 208.726.0019
CIVIL ENGINEER / SURVEYOR	Galena Engineering, Inc. Ketchum, ID 83340 Contact: Sean Flynn, P.E. E-mail: sflynn@galena-engineering.com Phone: 208.726.4843 Fax: 208.578.1271
LANDSCAPE ARCHITECT	Clemens Associates Address: P.O. Box 300 Ketchum, ID 83340 Contact: Rob King, Landscape Architect Email: rob@clemensassociates.com Phone: 208.726.5331
STRUCTURAL ENGINEER	Morell Engineering, P.C. Ketchum, ID 83340 Contact: Matt Morell, P.E. E-mail: morellengineering@cox.net Phone: 208.726.2844
HVAC CONTRACTOR	TBD Mail: TBD Contact: TBD E-mail: TBD@TBD.com Phone: 000.000.0000 Fax: 000.000.0000
INTERIOR DESIGN	TBD Mail: TBD Contact: TBD E-mail: TBD@TBD.com Phone: 000.000.0000 Fax: 000.000.0000
GENERAL CONTRACTOR	Keams, McGinnis & Vandenberg, Inc. P.O. Box 3233 Ketchum, ID 83340 Contact: Steve Keams E-Mail: steve@kmvbuilders.com Phone: 208.726.4843 Fax: 208.578.1271
BUILDING INSPECTOR (City of Ketchum)	Department of Planning and Building Mail: P.O. Box 2315 480 East Avenue North Ketchum, ID 83340 Contact: Jim Lynch E-Mail: jlynch@ketchumidaho.com Phone: 208.726.7802 Fax: 208.726.7812

SHEET INDEX	
C 5	COVER SHEET
C 1	SURVEY (EXISTING)
A 1	ARCHITECTURAL SITE PLAN
A 2	FLOOR PLANS
A 3	ELEVATIONS
A 4	SECTIONS
A 5	PERSPECTIVES (MASSING)
A 6	PERSPECTIVES (MATERIALS)

BUILDING CODE COMPLIANCE				
CONSTRUCTION TYPE TYPE V-B (Sprinkled)				
OCCUPANCY GROUP(S) , MIXED OCCUPANCY SEPARATION (PER IBC TABLE 508.3.3)				
USE A	USE B	REQUIRED FIRE SEPARATION		
GROUP B	GROUP R-2	1 HOUR RATING (SPRINKLED)		
OCCUPANCY LOAD (PER IBC TABLE 1004.1.2)				
SPACE	FUNCTION	AREA	LOAD FACTOR	MAXIMUM OCCUPANCY
FIRST FLOOR OFFICE SPACE#1	BUSINESS AREA	943	100	9
FIRST FLOOR OFFICE SPACE#2	BUSINESS AREA	606	100	6
SECOND FLOOR OFFICE SPACE	BUSINESS AREA	1,531	100	15
SECOND FLOOR RESIDENTIAL	RESIDENTIAL	1,579	200	7
THIRD FLOOR RESIDENTIAL	RESIDENTIAL	2,435	200	12
FIREWALL (IBC § 705) STRUCTURE WALL ON ADJACENT ZERO LOT LINE TO BE 2-HR FIRE RATED PER IBC TABLE 705.4				
AUTOMATIC SPRINKLER SYSTEM (IBC §903) FIRE SPRINKLER SYSTEM TO BE PER NFPA 13				
MEANS OF EGRESS (PER IBC TABLE 1015.1.1) SPACES THAT REQUIRE ONLY ONE MEAN OF EGRESS				
OCCUPANCY	MAXIMUM OCCUPANT LOAD			
GROUP B	49			
GROUP R	10			
CORRIDOR WIDTH (PER IBC §1017.2) MINIMUM 44"				
ACCESSIBILITY (PER IBC §1104) ACCESSIBLE ROUTE IS PROVIDED ACCESSIBLE ELEVATOR IS PROVIDED ACCESSIBLE VAN PARKING STALL IS PROVIDED				

WILLIAMS PARTNERS

ARCHITECTS

MAIL P.O. B. 4373
KETCHUM, IDAHO
83340
PHONE 208.726.0020
FAX 208.726.0019
WWW.WILLIAMS-PARTNERS.COM

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SHEET 1 OF 8

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KNEEBONE BUILDING
500 North Washington Avenue, Ketchum, Idaho



WASHINGTON AVENUE

FIFTH STREET

LOT 8
BLOCK 15

LOT 7

LOT 3

LOT 4

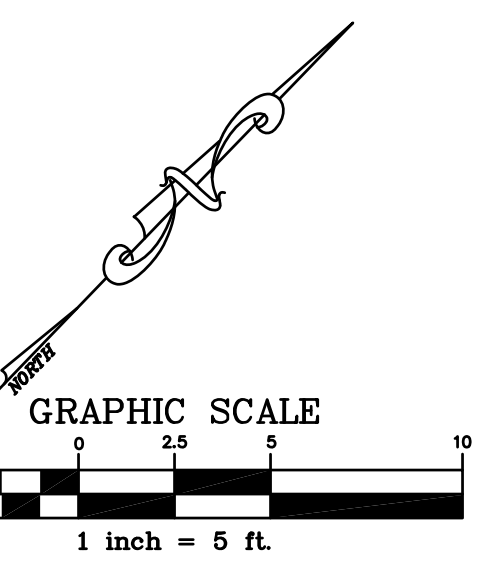
NOTES

- 1) Boundary information is based on record information. Refer to the Official Map for the Village of Ketchum, Inst.# 302967, Blaine County, Idaho.
- 2) Utility locations are approximate and locations should be verified before any excavation.
- 3) Galena Engineering Inc. has not received a Title Policy from the client and has not been requested to obtain one. Relevant information that may be contained within a Title Policy may therefore not appear on this map and may affect items shown hereon. It is the responsibility of the client to determine the significance of the Title Policy information and determine whether it should be included. If the client desires for the information to be included they must furnish said information to Galena Engineering, Inc. and request it be added to this map.

LEGEND

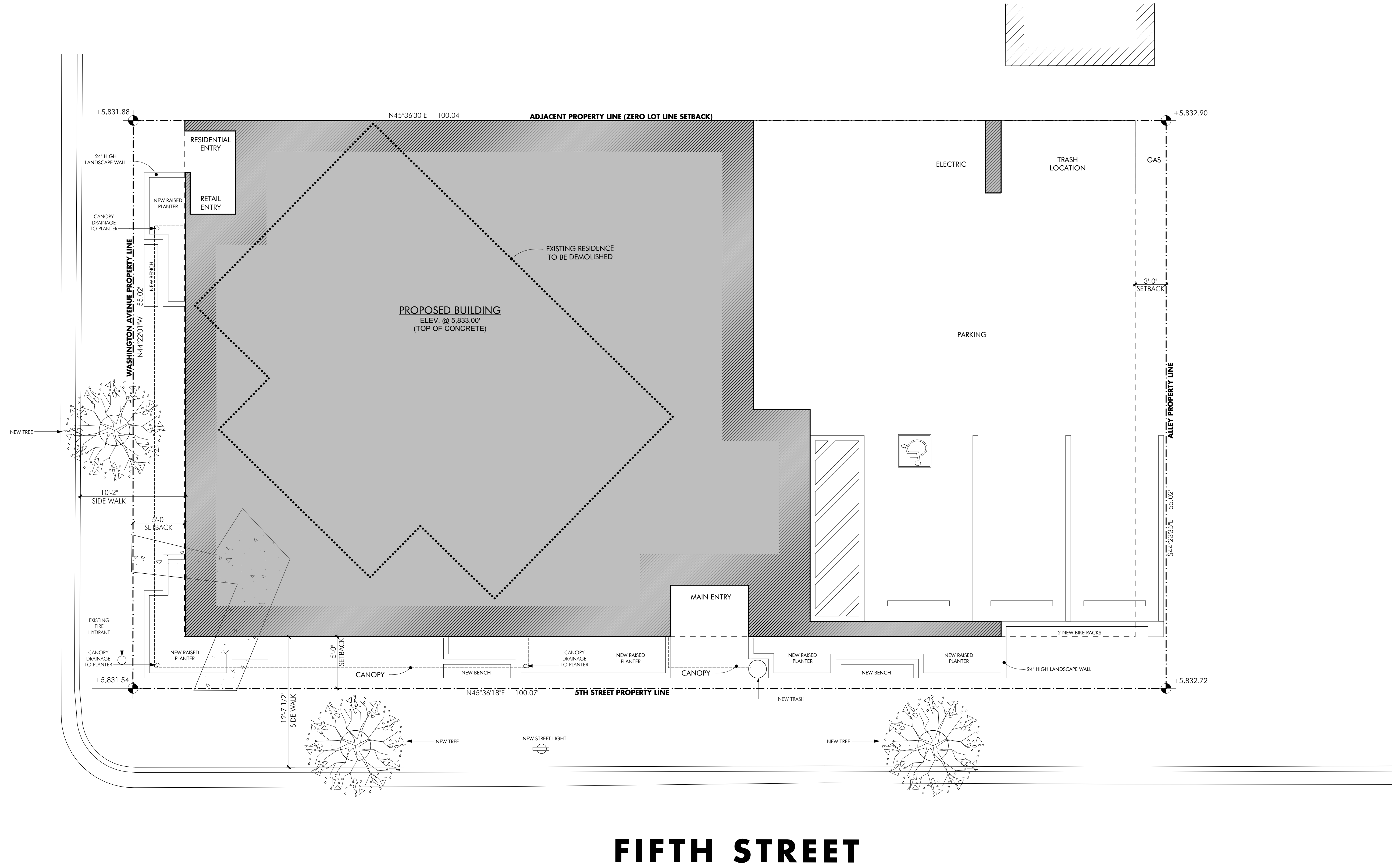
- Property Line
- Adjainers Lot Line
- - - Centerline of Right-of-Way
- FNC = Fence
- Curb and Gutter
- Sewer Main
- Structure
- 1' Contours
- Overhead Power Line
- Concrete
- Water Main
- Found 1/2" Rebar
- Found 5/8" Rebar
- Set 1/2" Rebar
- Set 5/8" Rebar
- △ Survey Control Point
- △ Sign
- ⊕ CB = Catch Basin
- ⊕ DWELL = Drywell
- ⊕ WV = Water Valve
- ⊕ SMH = Sewer Manhole
- ⊕ SDMH = Storm Drain Manhole
- ⊕ PP = Utility Pole
- ★ CT = Conifer Tree
- ⊕ DT = Deciduous Tree
- ⊕ PBOX = Power Box
- ⊕ PHBOX = Telephone Riser
- ⊕ COR Building Corner
- EOA Edge of Asphalt
- EOA Edge of Concrete
- FF Finished Floor
- LIP Lip of Gutter
- NG Natural Grade
- TP Top of Asphalt
- TBC Top Back of Curb

PROJECT BENCHMARK
5/8" REBAR
ELEV.: 5831.00



NO.		DATE		BY		REVISIONS	
<p>GALENA ENGINEERING, INC. Civil Engineers & Land Surveyors 317 N. River Street Haley, Idaho 83333 (208) 785-1000 Cell: (208) 785-1002 fax email: galena@galena-engineering.com</p>							
<p>REUSE OF DRAWINGS These drawings, or any portion thereof, shall not be used on any Project or extensions of this Project except by agreement in writing with Galena Engineering, Inc.</p>							
FB: 15 - 0439		10/14/14		DR.		DESIGNED BY	
10/14/14		10/14/14		RL		DRAWN BY	
10/14/14		10/14/14		BDY		CHECKED BY	
10/13/2015		10/13/2015		P.		PROJECT INFORMATION	
10/13/2015		10/13/2015		10/13/2015		1:06:00 PM MDT	
<p>A TOPOGRAPHIC SURVEY FOR LOT 8, BLOCK 15, KETCHUM TOWNSITE LOCATED WITHIN SECTION 13, T. 4 N., R. 17 E., B.M. CITY OF KETCHUM, BLAINE COUNTY, IDAHO PREPARED FOR WILLIAMS PARTNERS ARCHITECTS</p>							
SHT 1 OF 1							

WASHINGTON AVENUE



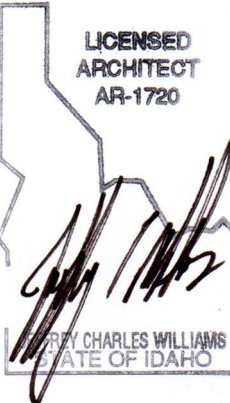
PROJECT BENCHMARK
5/8" REBAR
ELEV.: 5831.00

FIFTH STREET

ARCHITECTURAL SITE PLAN
SCALE: 1" = 5'



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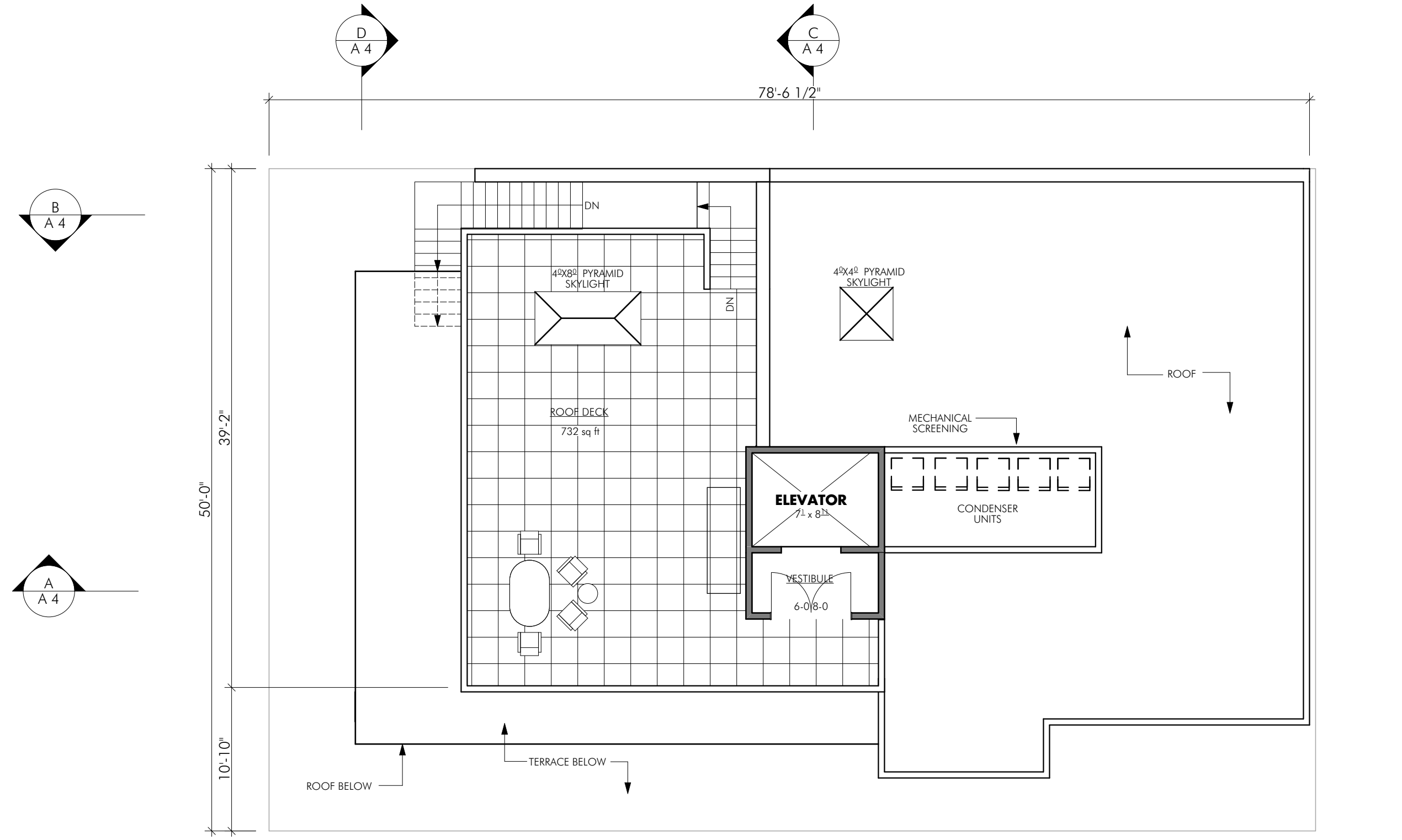
WILLIAMS PARTNERS

ARCHITECTS

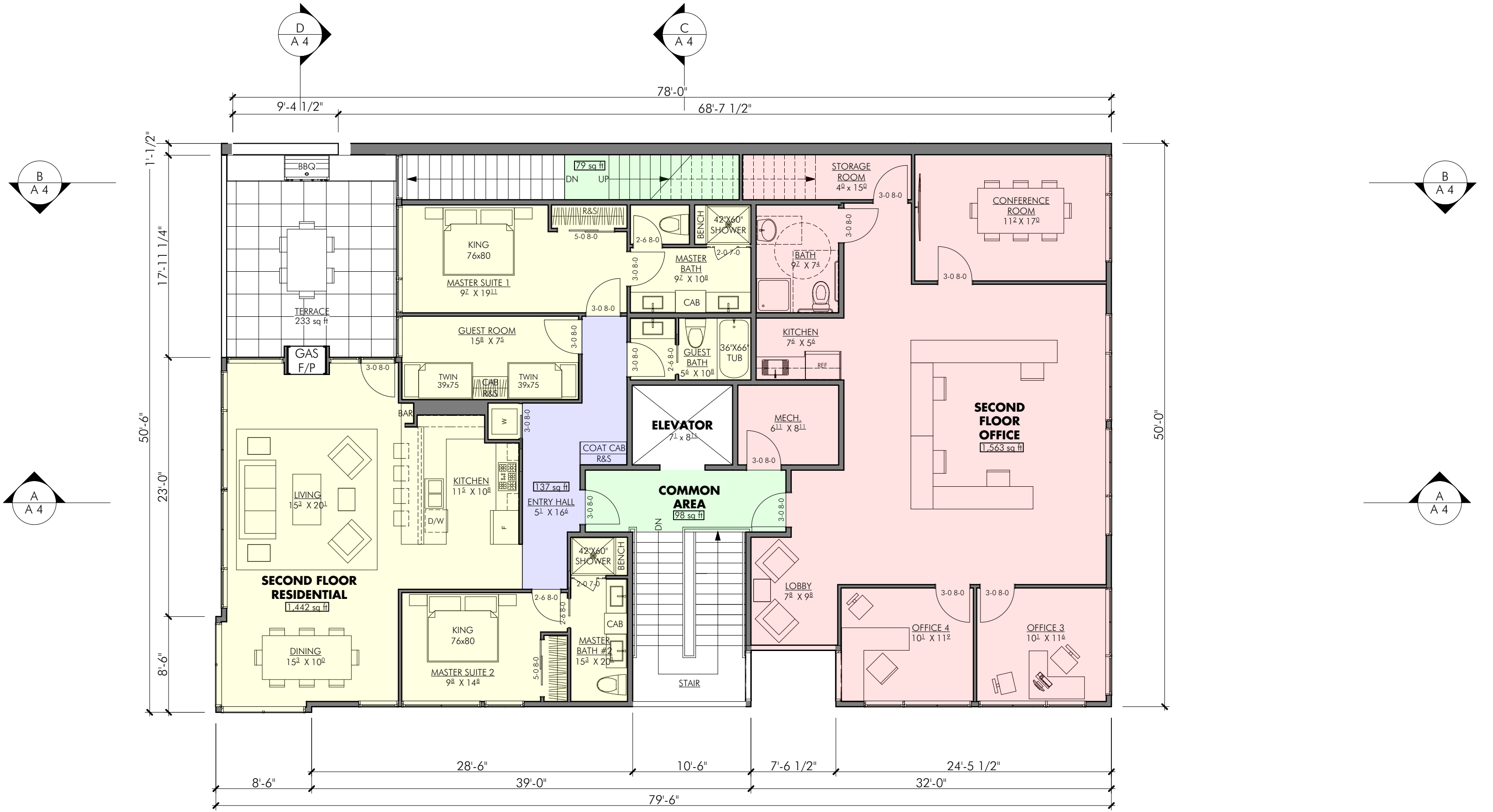
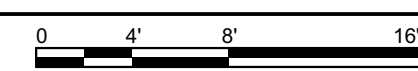
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KETCHUM, IDAHO
83340
PHONE 208.726.0020
FAX 208.726.0019
WWW.WILLIAMS-PARTNERS.COM

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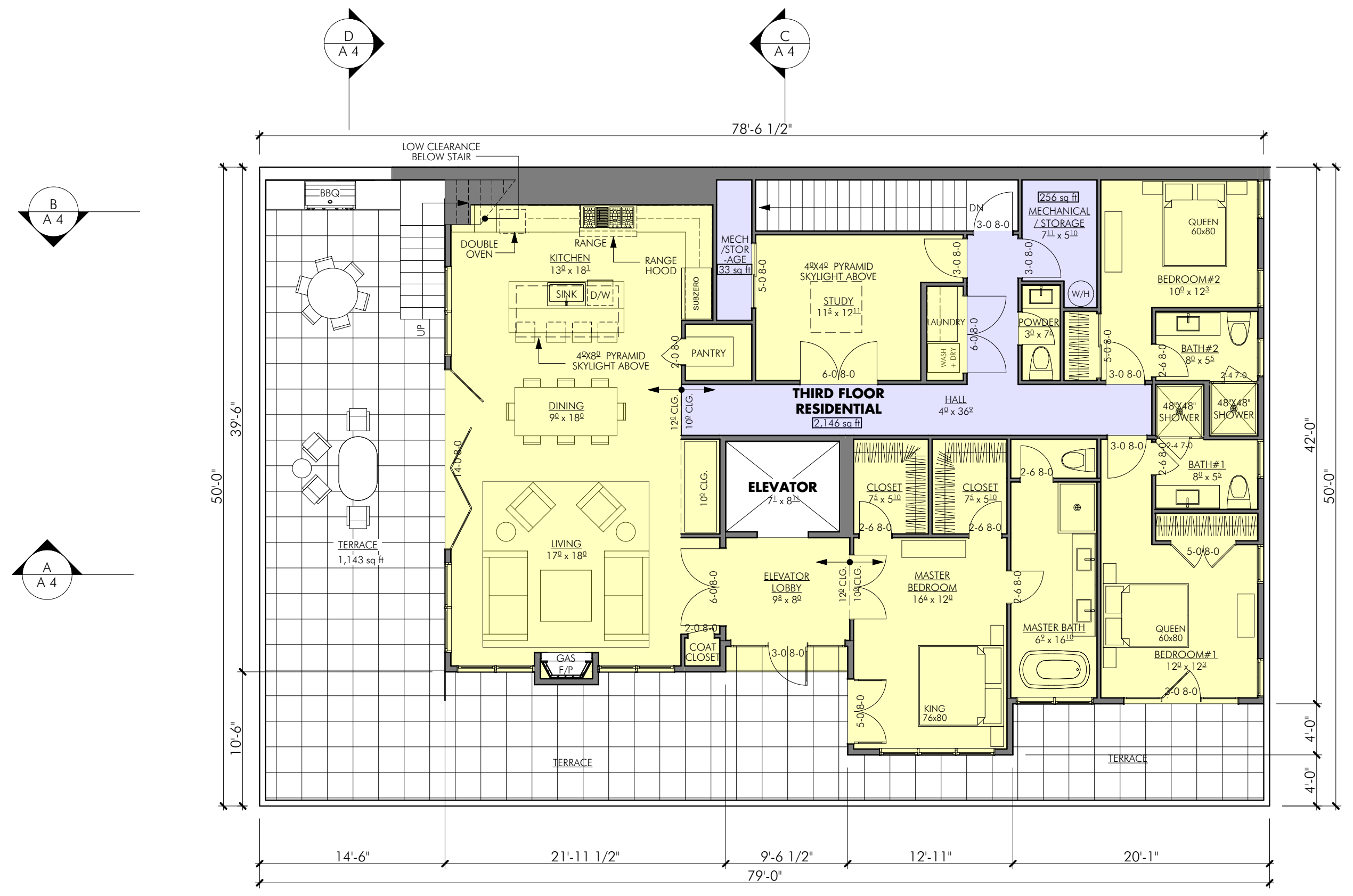
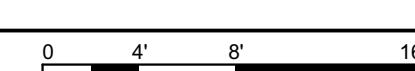
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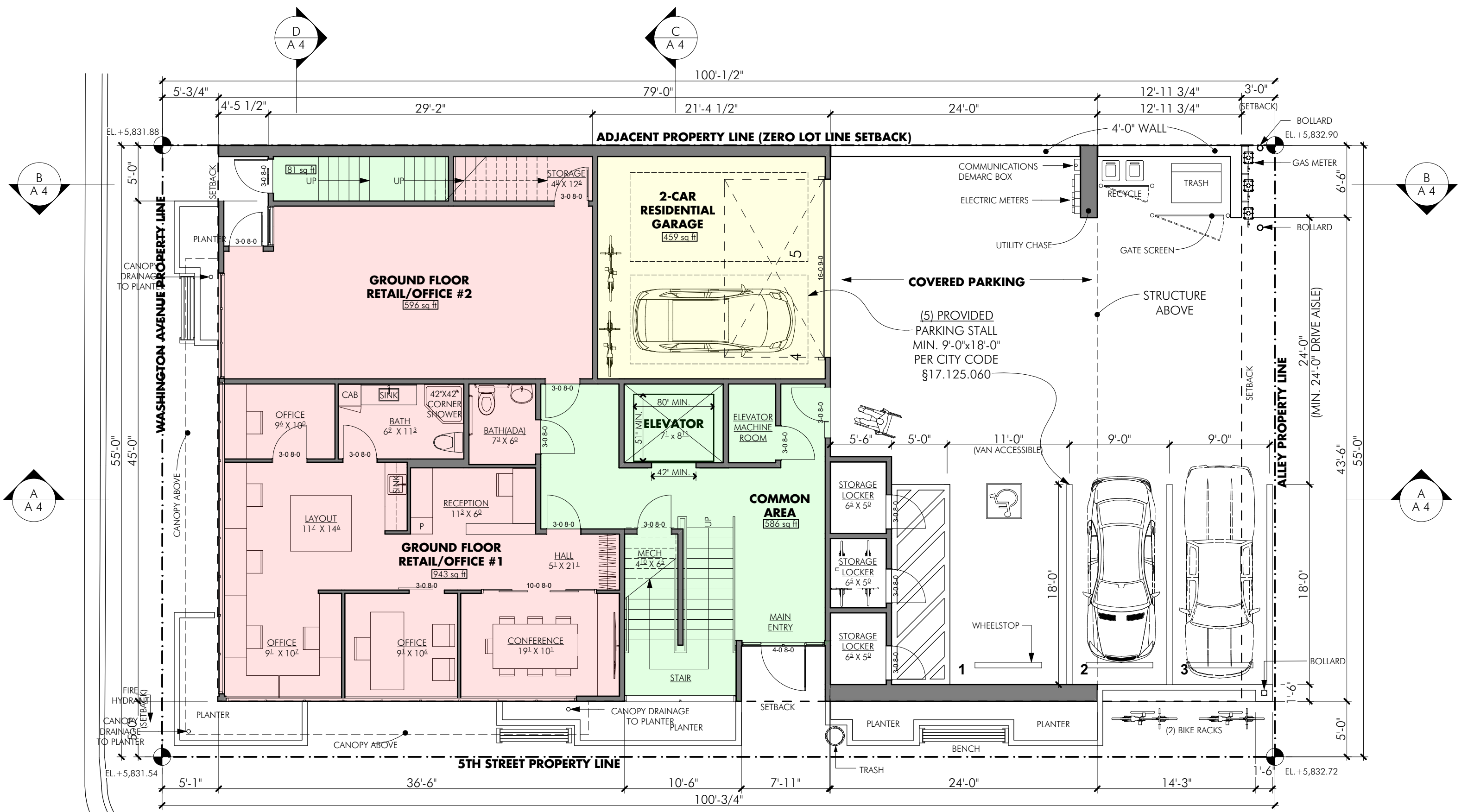
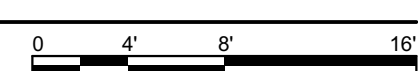
PLAN NORTH
ROOF DECK LEVEL
 SCALE: 1/8" = 1'-0"



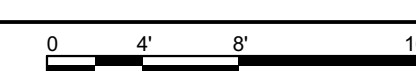
PLAN NORTH
SECOND FLOOR LEVEL
 SCALE: 1/8" = 1'-0"



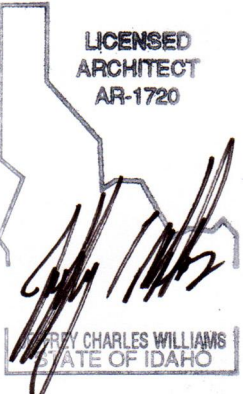
PLAN NORTH
THIRD FLOOR LEVEL
 SCALE: 1/8" = 1'-0"



PLAN NORTH
GROUND FLOOR LEVEL
 SCALE: 1/8" = 1'-0"



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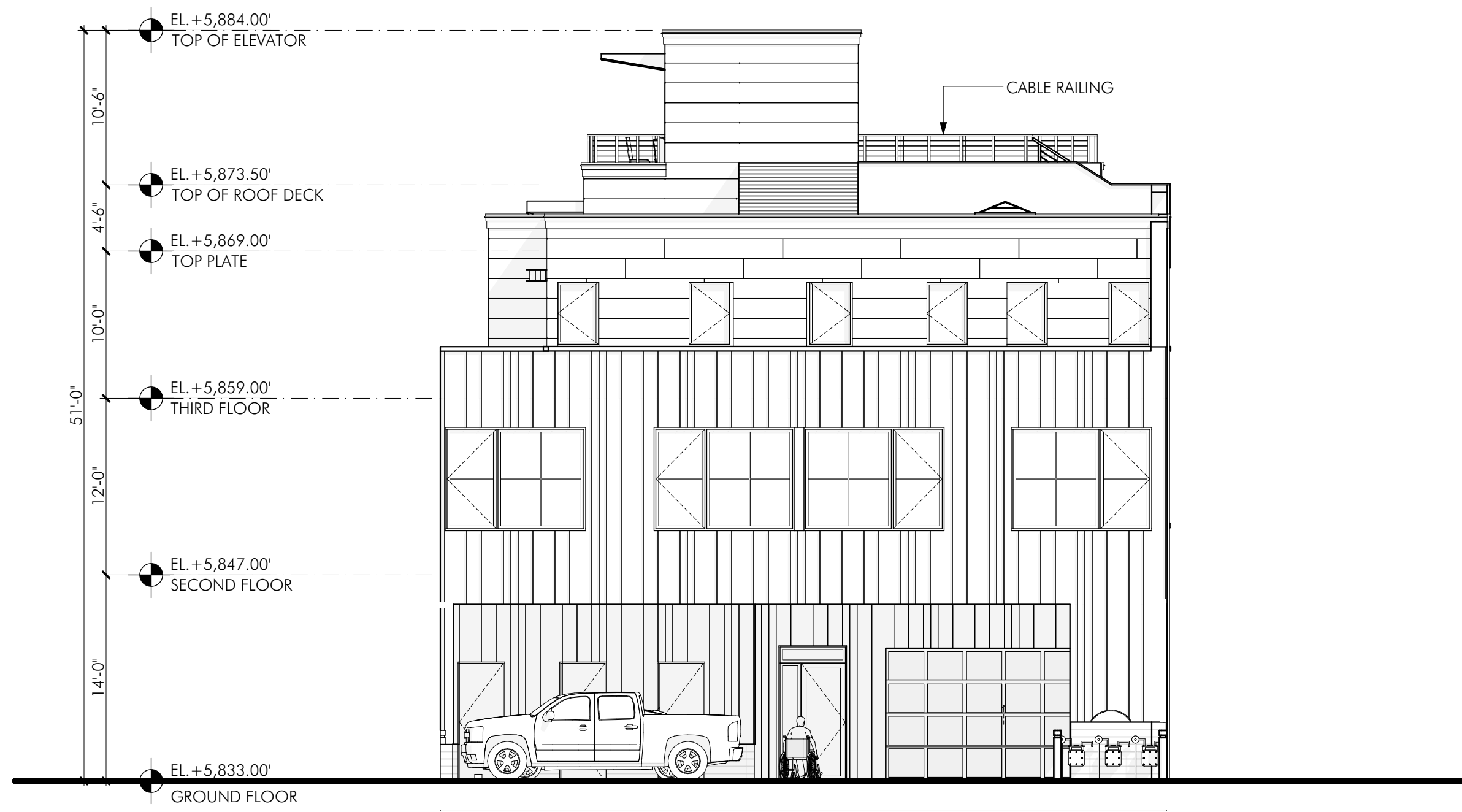
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 ARCHITECTS

MAIL P.O.B. 4373
 KETCHUM, IDAHO 83340
 PHONE 208.726.0020
 FAX 208.726.0019
 WWW.WILLIAMS-PARTNERS.COM

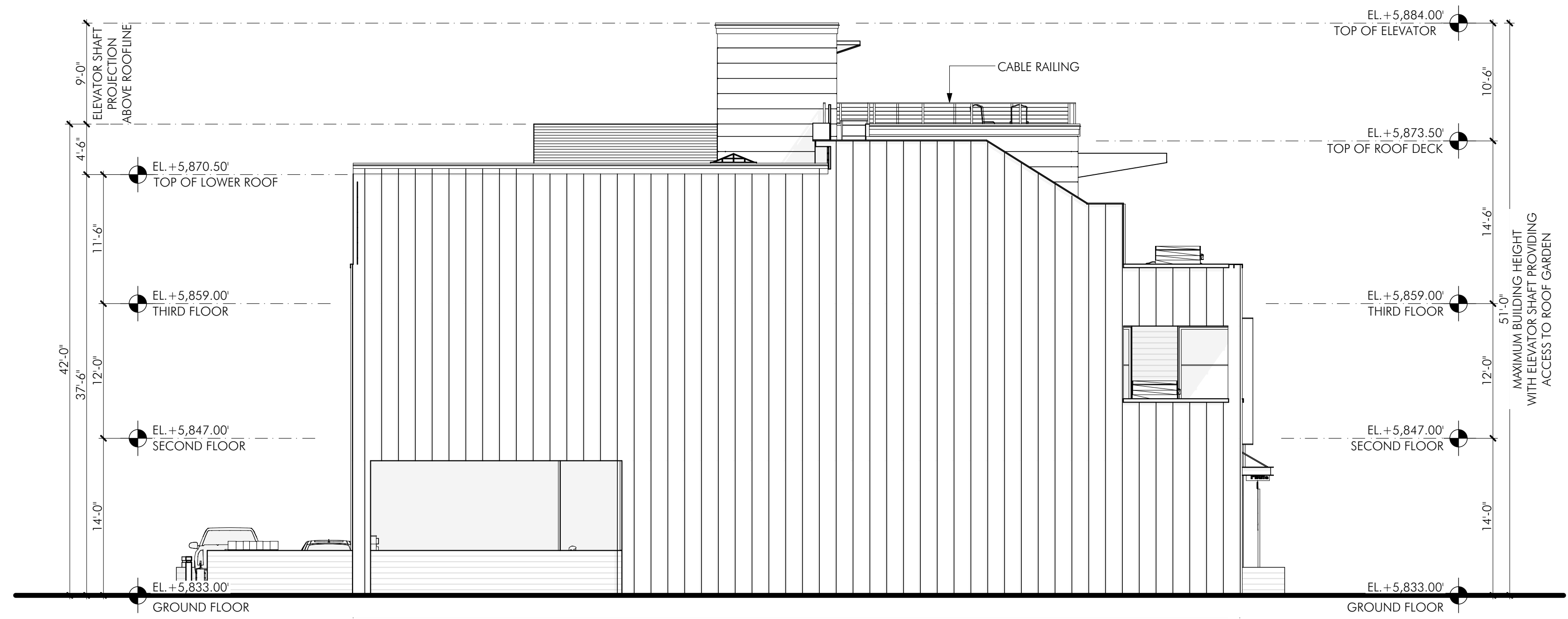
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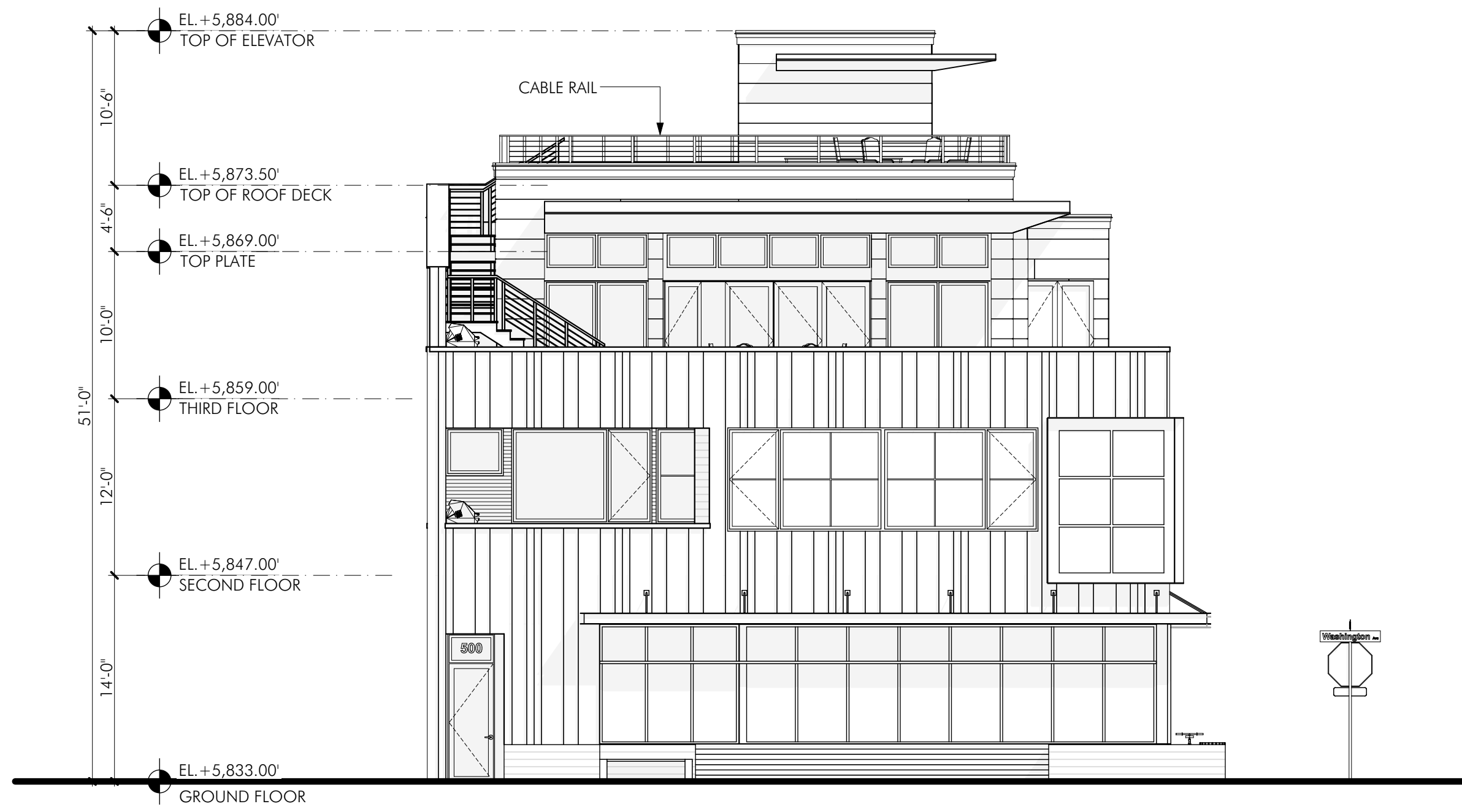
SHEET 4 OF 8



4 EAST ELEVATION
SCALE: 1/8" = 1'-0"



3 NORTH ELEVATION
SCALE: 1/8" = 1'-0"

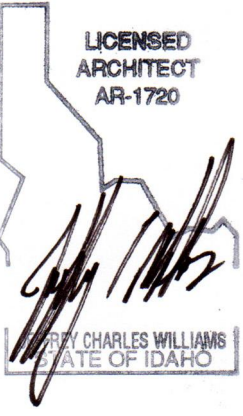


2 WEST ELEVATION
SCALE: 1/8" = 1'-0"



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

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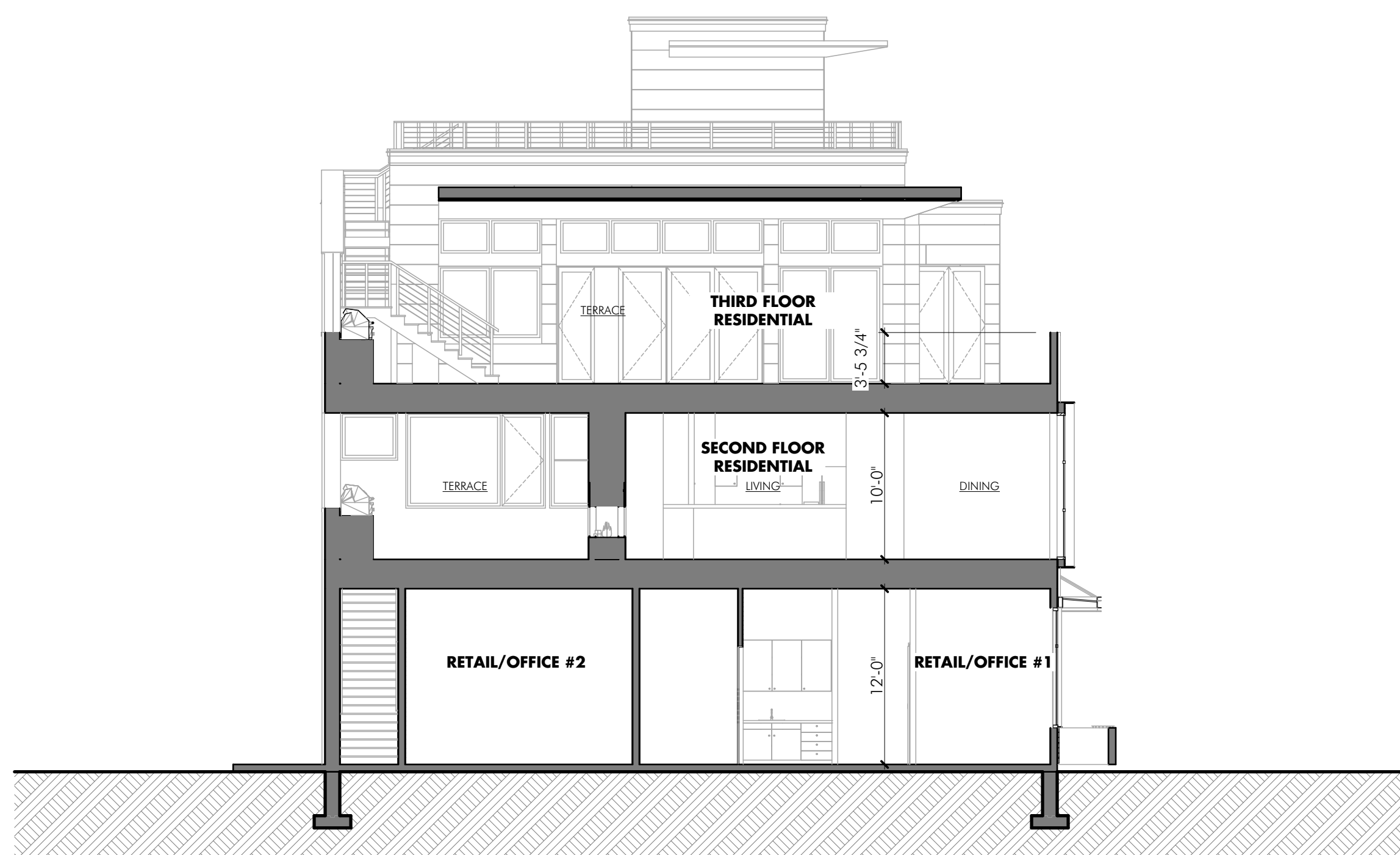
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WILLIAMS PARTNERS
ARCHITECTS
MAIL P.O.B. 4373
KETCHUM, IDAHO 83340
PHONE 208.726.0020
FAX 208.726.0019
WWW.WILLIAMS-PARTNERS.COM

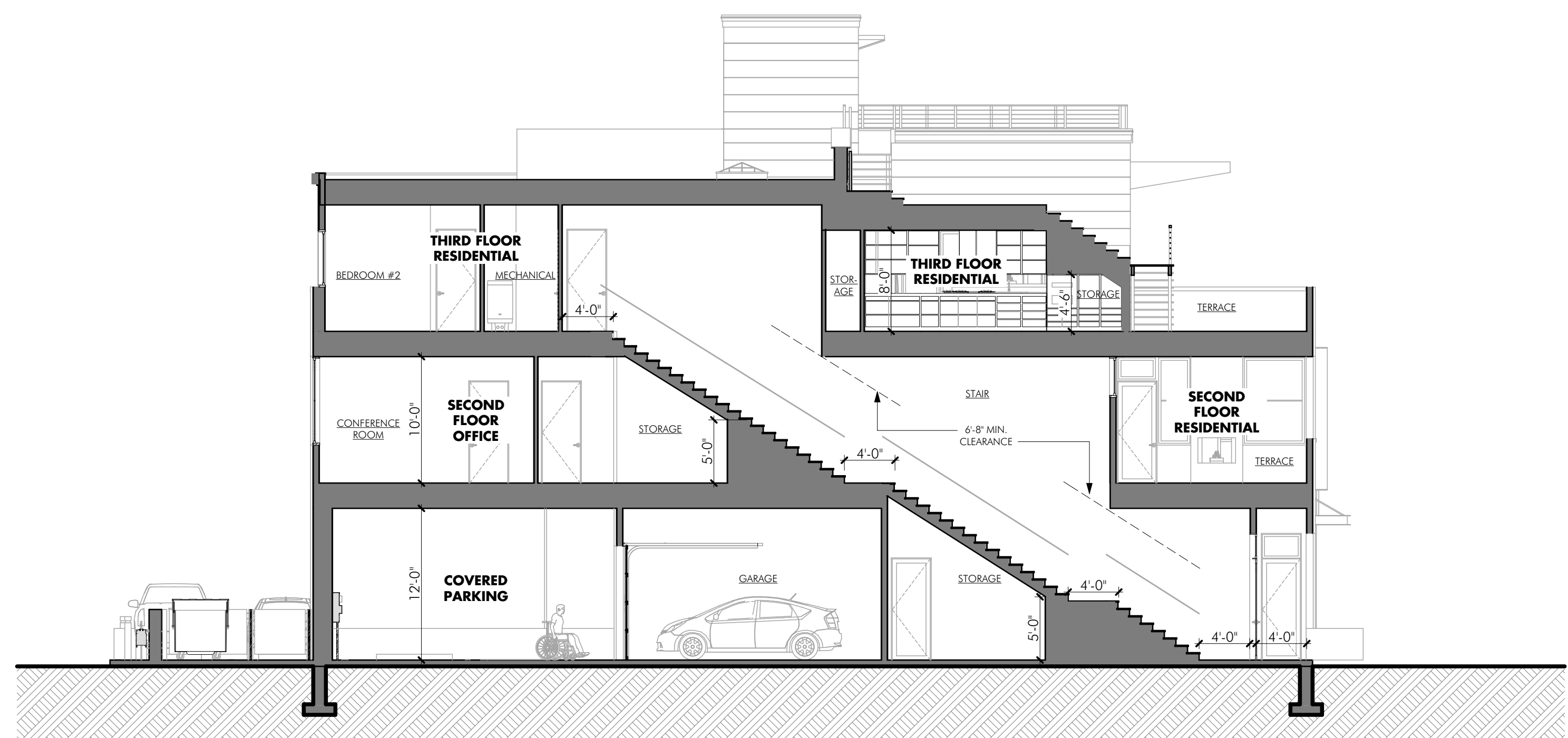
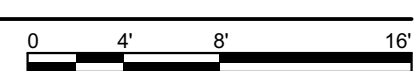
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A 3

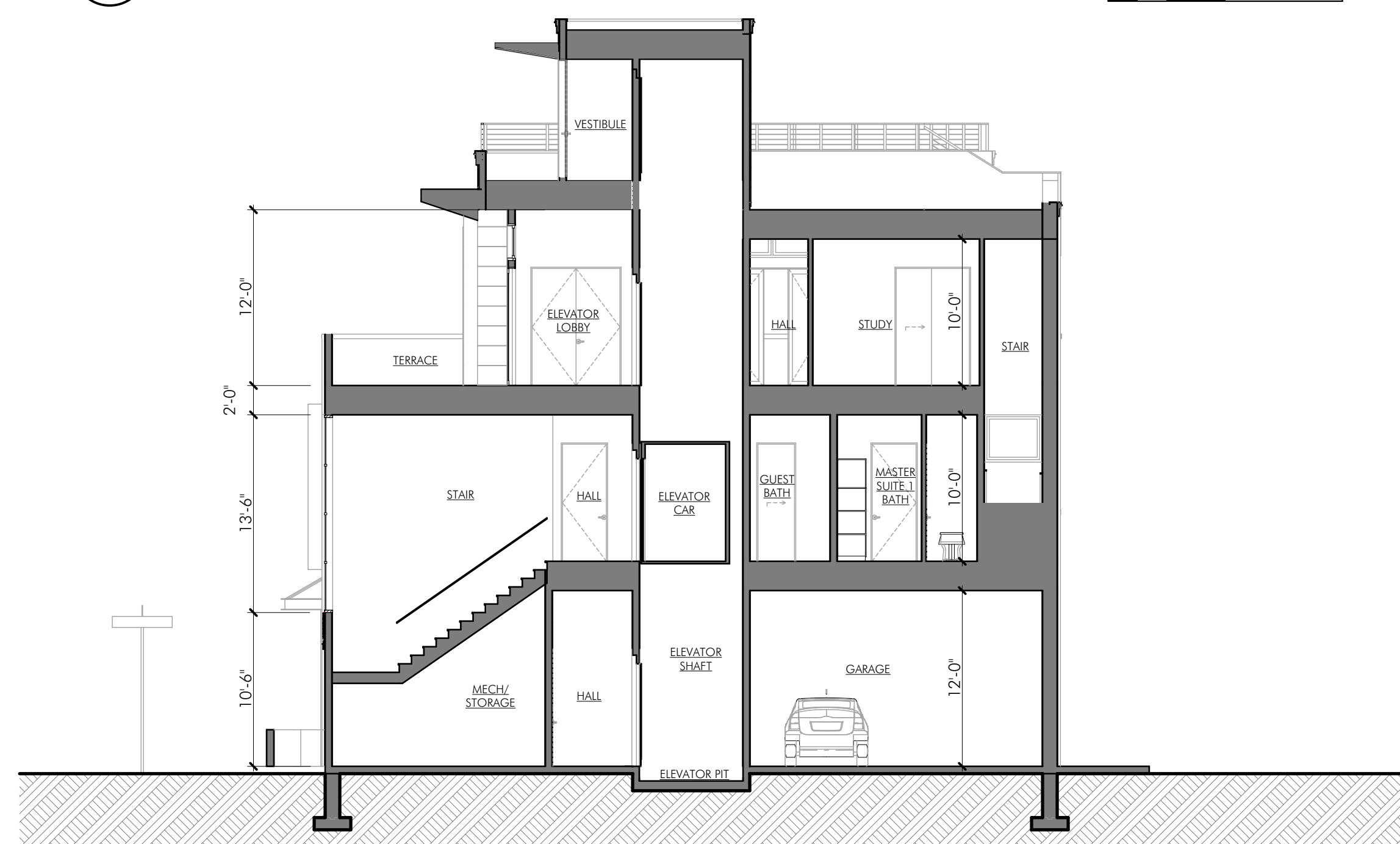
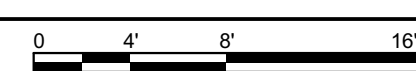
SHEET 5 OF 8



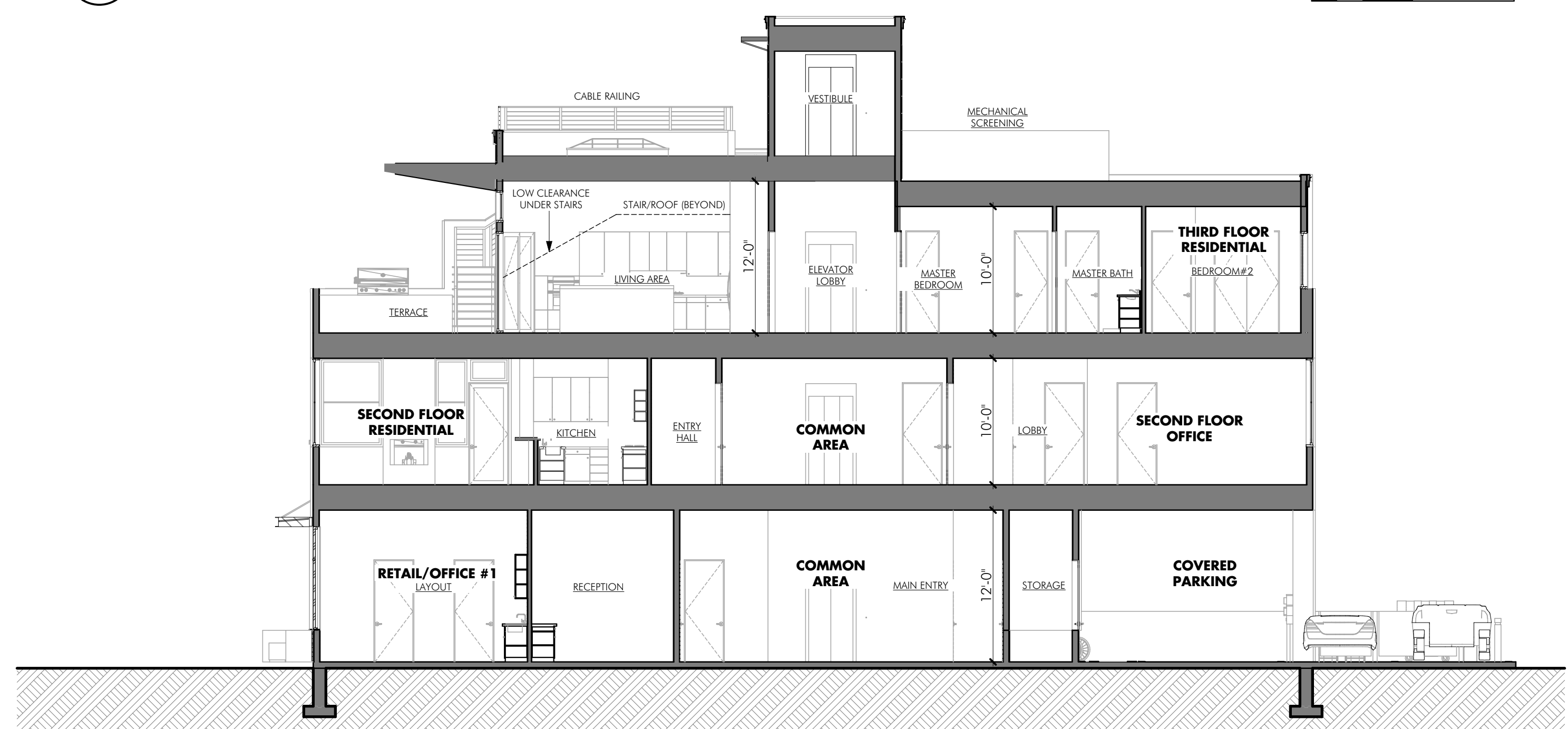
D SECTION
SCALE: 1/8" = 1'-0"



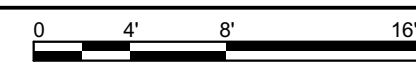
B SECTION
SCALE: 1/8" = 1'-0"



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



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



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LICENSED ARCHITECT
AR-1720
[Signature]
CHARLES WILLIAMS
STATE OF IDAHO

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WILLIAMS PARTNERS

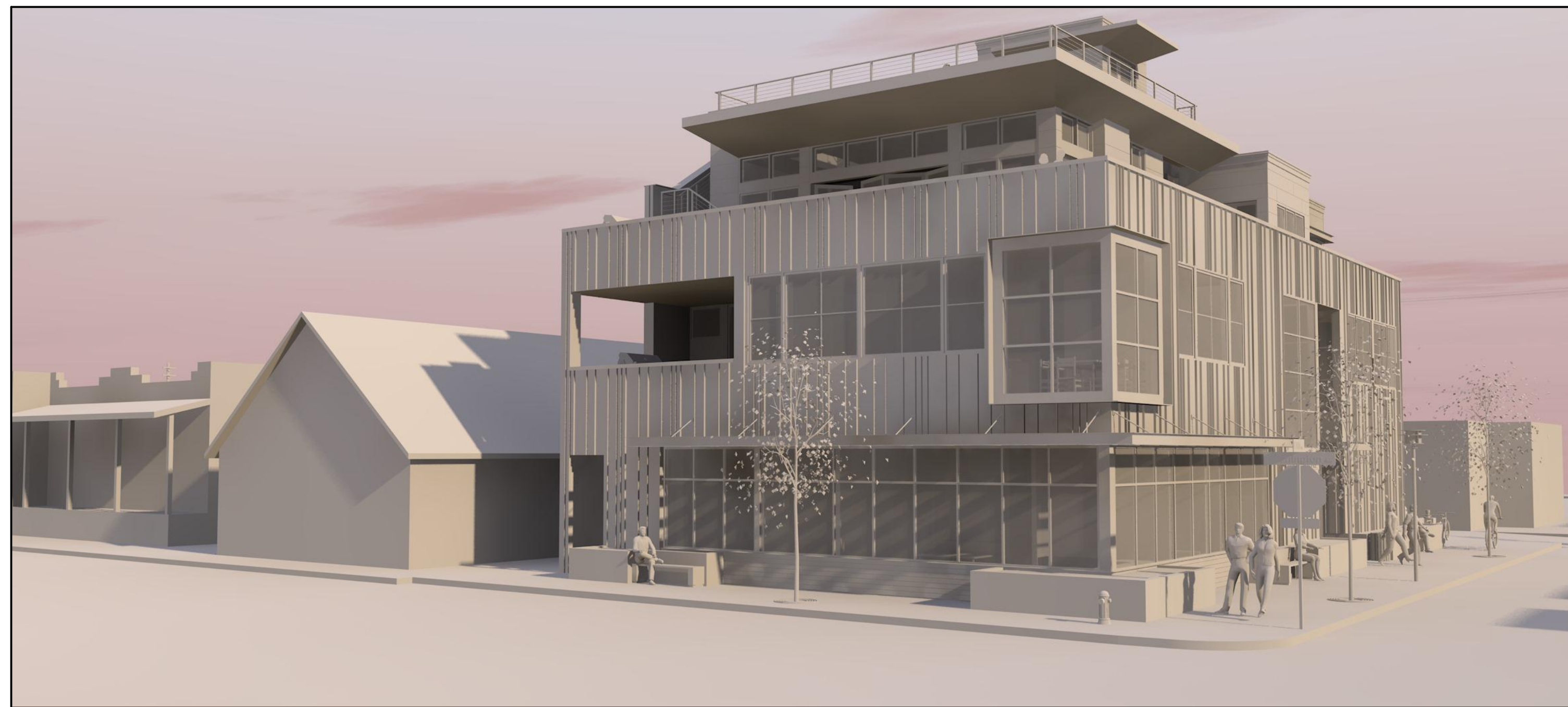
ARCHITECTS

MAIL P.O.B. 4373
KETCHUM, IDAHO
83340
PHONE 208.726.0020
FAX 208.726.0019
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SHEET 6 OF 8



VIEW FROM SOUTHEAST (WASHINGTON AVENUE)



VIEW FROM SOUTHEAST (5th STREET)



VIEW FROM NORTHEAST (5TH STREET)



CONTEXT VIEW FROM NORTHEAST

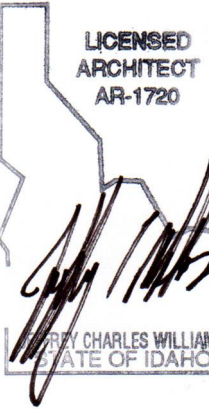


CONTEXT VIEW FROM SOUTHWEST



CONTEXT VIEW FROM SOUTHEAST

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WILLIAMS PARTNERS

ARCHITECTS

MAIL P.O.B. 4373
KETCHUM, IDAHO
83340
PHONE 208.726.0020
FAX 208.726.0019
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A 5



VIEW FROM SOUTHEAST (WASHINGTON AVENUE)



VIEW FROM SOUTHEAST (5th STREET)



VIEW FROM NORTHEAST (5TH STREET)



CONTEXT VIEW FROM NORTHEAST

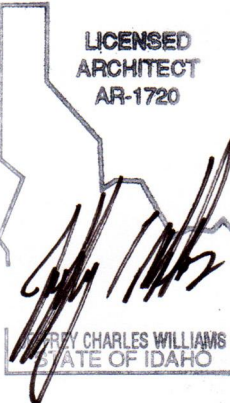


CONTEXT VIEW FROM SOUTHWEST



CONTEXT VIEW FROM SOUTHEAST

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WILLIAMS PARTNERS

ARCHITECTS

MAIL P.O.B. 4373
KETCHUM, IDAHO
83340
PHONE 208.726.0020
FAX 208.726.0019
WWW.WILLIAMS-PARTNERS.COM

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