



City of Ketchum
Planning & Building

STAFF REPORT
KETCHUM PLANNING AND ZONING COMMISSION
MEETING OF AUGUST 24, 2021

PROJECT: Crossbuck McNee Townhomes

FILE NUMBERS: P21-025 & P21-026

APPLICATION: Design Review and Townhouse Subdivision Preliminary Plat

REPRESENTATIVE: Chad Blincoe, Architect

OWNER: MMDM11 LLC

LOCATION: Southwest Corner of 2nd Avenue & W 7th Street (Ketchum Townsite: Amended Block 67: Lot 1A)

ZONING: General Residential Low Density (GR-L)

OVERLAY: None

NOTICE: A public hearing notice for the project was mailed to all owners of property within 300 feet of the project site and all political subdivision on July 7th, 2021. The public hearing notice was published in the Idaho Mountain Express the on July 7th, 2021. A notice was posted on the project site and the city's website on July 20th, 2021. The public hearing for this project has been continued from the Planning & Zoning Commission meetings of July 27th and July 30th, 2021. Public comment is attached as Exhibit B to the Staff Report.

CROSSBUCK MCNEE TOWNHOMES

The Crossbuck McNee Townhomes project is comprised of concurrent Design Review and Townhouse Subdivision Preliminary Plat applications for the development of two new detached townhome units and associated site improvements on an undeveloped property located at the southwest corner of 2nd Avenue and W 7th Street (Ketchum Townsite: Amended Block 67: Lot 1A). The Crossbuck McNee Townhomes project requires both Design Review for the development of multi-family residential dwellings (Ketchum Municipal Code §17.96.010.A3) and a Townhouse Subdivision Preliminary Plat to create the townhouse sublots (Ketchum Municipal Code §16.04.080). The Planning & Zoning Commission previously considered the Crossbuck McNee Townhomes Design Review (Application File No. P21-025) and Townhouse Subdivision Preliminary Plat (Application File No. P21-026) applications during their meetings on July 27th and July 30th, 2021. The development applications were considered concurrently and the associated public hearings were combined consistent with Idaho Code §67-6522. After considering the project plans, Staff's analysis, the applicant's presentation, and public comment,

the Planning & Zoning Commission moved to continue their review of the project. Commissioner Moczygemba moved to continue review of the Crossbuck McNee Townhomes Design Review and Townhouse Subdivision Preliminary Plat to August 24th, 2021. The motion was seconded by Commissioner Cosgrove. Vice-Chair Mead voted in favor of the motion. Commissioner Carter voted against the motion. The motion to continue review of the project passed 3 to 1.

COMMISSION FEEDBACK

The Commission discussed the proposed application of the 5-foot height bonus to the subject site. The Crossbuck McNee Townhomes is the first project that has proposed applying the 5-foot height bonus to a relatively flat lot. The building height calculation has not been utilized this way in past projects. Commissioner Carter commented that Ketchum Municipal Code lacks clarity as no definitions are provided for sloped, hillside, or flat lots. Commissioner Mead expressed concern regarding how the proposed application may set a precedent for future developments on flat lots to receive the 5-foot height bonus. Commissioner Moczygemba and Commissioner Cosgrove agreed with Staff's recommendation that the project site was not eligible for the 5-foot height bonus as the property is a flat lot. The Commission found that the side setback of townhome unit B needed to be adjusted based on unit A's building height as this maximum building height sets the side setback for both units on the parent lot.

The Commission identified design issues and highlighted opportunities for the applicant to improve the project. The Commission appreciated the applicant's use of the same exterior material palette as the existing Crossbuck development. They commented that the distinctive design features proposed with the McNee development helps differentiate the townhomes within the development. The Commission commented that unifying the lower and upper levels vertically will help the structure appear less monolithic and adding horizontal articulation would help minimize the appearance of tall, flat walls. The Commission recommended the applicant articulate the two-stone stone element at the garage, visually distinguishing the chimney to vertically integrate the building, and incorporate a horizontal band element at the garage.

APPLICANT'S PROJECT PLAN UPDATES

The applicant has submitted updated project plans responding to the Commission's feedback. The updated project plans are attached as Exhibit A to the Staff Report. The applicant reduced the height of unit A by 3 feet. The proposed maximum height of townhome unit A is 34'-11' from lowest finished grade at the garage and basement level. The maximum height of townhome unit B has been reduced by 1 foot. Unit B's maximum building height is 29'-9". The applicant increased unit B's side yard setback to 11'-8" based on the maximum building height of townhome unit A on the parent lot. The applicant added an open metal railing system to break up the two-story, stone veneer building mass. Stone veneer has been added to the chimneys on both townhome units.

SETBACK ENCROACHMENT

The site plan on Sheet L1.0 shows three stairs encroach within unit A's required setback from 2nd Avenue. These stairs are not permitted within the required side setback area.

All structures are subject to setbacks. Structures include anything permanently constructed in or on the ground (KMC §17.08.020). The only elements not qualified as structures are fences less than 6 feet in height, decks less than 30 inches above grade, paved areas, and structural or nonstructural fill (KMC

§17.08.020). Pursuant to Ketchum Municipal Code §17.08.010.F, a “building” or “structure” includes any part and includes all other structures of every kind regardless of similarity to buildings. The proposed stairs are qualified as a structure and are subject to the setbacks required in the GR-L Zone.

Below grade structures may encroach into required setbacks subject to the standards specified in Ketchum Municipal Code §17.128.020.K. The proposed stairs do not meet these required standards.

K. Encroachments of below grade structures into required setbacks are permitted provided all of the following standards are met:

- 1. Proposed encroachments shall receive design review approval from the Planning and Zoning Commission; and*
- 2. Below grade encroachments into the riparian setback are not permitted; and*
- 3. Construction activity shall not occur on adjacent properties; and*
- 4. Encroachment of below grade structures into required setbacks shall not conflict with any applicable easements, existing underground structures, sensitive ecological areas, soil stability, drainage, other sections of this Code or other regulating codes such as adopted International Code Council Codes, or other site features concerning health, safety, and welfare; and*
- 5. Egress openings required by adopted International Code Council Codes shall not encroach in required setbacks; and*
- 6. Below grade encroachments into required setbacks shall be located entirely below natural, existing, or finished grade, whichever is lowest; and*
- 7. The ground above below grade encroachments within required setbacks that is not otherwise covered by permitted decks, fences, hedges and walls shall be suitably landscaped in keeping with the general character of the surrounding neighborhood or as otherwise required by this Code.*
 - a. Required landscape plans shall address the compatibility of proposed landscaping with the below grade structure, including any necessary irrigation;*
- 8. Below grade encroachments into required setbacks shall not interfere with drainage.*
 - a. Required drainage plans shall address the ability of drainage to be managed on the subject property with respect to underground encroachments into required setbacks.*

Encroachments of below grade structures into required setback areas must be located entirely underground. Additionally, the ground above these below grade encroachments must be landscaped.

The proposed stairwell feature is above finished grade and is not permitted to encroach within the required setback area.

STAFF RECOMMENDATION

After considering the project plans attached as Exhibit A, the applicant’s presentation, Staff’s analysis, and any public comment received, Staff recommends the Commission approve the Crossbuck McNee Townhomes Design Review (Application File No. P21-025) and recommend approval of the Crossbuck McNee Townhouse Subdivision Preliminary Plat (Application File No. P21-026) to the City Council subject to the recommended conditions of approval listed in the Staff Report.

Staff has added a recommended condition of approval that the stairs within unit A’s required setback from 2nd Avenue be removed from the project plans.

CROSSBUCK DEVELOPMENT BACKGROUND

This project is part of the Crossbuck Townhomes development on Block 67 of Ketchum Townsite. The property is located between 7th Street to the north, 6th Street to the south, 2nd Avenue to the east, and the partially improved alleyway to the west. In 2018, the four lots within Block 67 were reconfigured (Lot Line Shift Application File No.) to accommodate the Crossbuck Townhome development. The City and the developers at that time, Bill Sundali and Shane and Sharon Mace, entered into Construction Phasing Agreement #20233 (Instrument #657569) for the installation of water, sewer, and right-of-way improvements as well as the designation of maintenance responsibilities. Water and sewer improvements were installed during the summer of 2018. The alleyway drainage and paving and 6th Street right-of-way (ROW) improvements, including a 5-foot concrete sidewalk, were installed with the construction of the first four detached townhome units on Lots 3 and 4.

The 7th Street ROW improvements were shown as part of the project plans. Two driveway accesses were shown along 7th Street—one to access Lot 1A and one to access Lot 2A. These lots were contemplated to be developed with single-family residences as a future phase of the Crossbuck development. The Construction Phasing Agreement did not specify a completion date for the 7th Street ROW improvements. During their review of the Construction Phasing Agreement, the City Council discussed concerns regarding curb cuts for driveway access along the bike path. The Council approved only one curb cut for a shared driveway over the bike path because an existing deed restriction precluded any curb cuts along 6th Street. The remaining lots and sublots within the development were required to be accessed from 7th Street or the alley.

The current owners of Lot 1A and 2A have each submitted Design Review and Townhouse Subdivision Preliminary Plat applications for the construction of two detached townhome units on remaining Lots 1A and 2A. The two proposed townhome developments comply with the improvement plan approved with the Construction Phasing Agreement. Additionally, a multi-family development containing a maximum of two dwelling units is a permitted use in the GR-L Zone (Ketchum Municipal Code §17.12.020). The building form, architectural design features, and exterior materials proposed with these new units match the existing townhomes within the Crossbuck development. The existing Crossbuck townhome units on Lot 3A and 4A have a building coverage of 35% and a maximum building height of 30 feet.

ANALYSIS

Comprehensive Staff analysis is provided in Tables 1 through 4 including: (1) City Department comments, (2) adherence zoning and dimensional standards, (3) evaluation of Design Review criteria, (4) townhouse subdivision requirements, and (5) subdivision design and development standards.

Table 1: City Department Comments

City Department comments are based on the project concept as proposed with the Design Review project plans. All City Departments shall review and approve the project through the Building Permit application process. All comments pertaining to the Design Review drawings are subject to change. All right-of-way improvements must be reviewed and approved by the City Engineer and Streets Department prior to issuance of a Building Permit for the project.

City Department Comments

All City Department requirements and associated specifications for the required improvements must be verified, reviewed, and approved prior to issuance of a Building Permit for the project.

Fire Department:

- It is the General Contractor's responsibility to understand and adhere to all Fire Protection Ordinance #1217 requirements in addition to any and all other City of Ketchum requirements in effect at the time of Building Permit issuance. Failure to comply with all local ordinances and codes may result in project work stoppage as well as criminal penalties.
- The above project shall meet all 2018 International Fire Code requirements in addition to specific City Building and Fire Ordinances.
- An approved monitored fire sprinkler alarm system shall be installed per City of Ketchum Ordinance No. 1217 and the requirements of NFPA 72. Two sets of alarm system plans shall be submitted to the Ketchum Fire Department for approval and a permit is required prior to installation of alarm systems. Inspections of fire detection systems by the Fire Chief or an appointee are required and shall be scheduled at least 48 hours in advance.
- An approved key box shall be installed on each townhome unit, with the appropriate keys, for emergency access in a location approved by the Fire Department. The key box shall be a Knox Box brand and sized to accommodate keys to every door of the townhome unit.
- Smoke and carbon monoxide detectors shall be installed per NFPA and the 2018 International Fire Code. Smoke detectors shall be installed inside each bedroom, within 21 feet of each sleeping area, and on every level of occupancy, including the basement. Carbon monoxide alarms shall be installed in a central location outside each sleeping area and on every level of the townhome unit.
- Approved address numbers shall be placed in such a position to be plainly visible and legible from the road fronting the property. Numbers and letters shall be a minimum of four (4) inches tall, contrast with their background and be positioned a minimum of forty-eight (48) inches above final grade.
- An approved access roadway per 2018 International Fire Code Appendix D shall be installed prior to any combustible construction on the site. The road shall be a minimum of twenty (20) feet in width and capable of supporting an imposed load of at least 75,000 pounds. The road must be an all-weather driving surface maintained free, clear, and unobstructed at all times. Grades shall not exceed 7%. Dead end access roadways exceeding 150 feet in length shall be provided with an approved turnaround. Gates, if installed, are required to be siren activated for emergency vehicle access. Where the vertical distance between the grade plane and the highest roof surface exceeds 30 feet, an approved aerial fire apparatus access road shall be provided. Aerial fire apparatus access roads shall have a minimum unobstructed width of 26 feet, exclusive of shoulders, in the immediate vicinity of the building or portion thereof.
- Vehicle parking and material storage during construction shall not restrict or obstruct public streets or access to any building. A minimum twenty-foot travel lane for emergency vehicle access shall be maintained clear and unobstructed at all times. All required Fire Lanes, including within 15 feet of fire hydrants, shall be maintained clear and unobstructed at all times.
- Fire extinguishers shall be installed and maintained per 2018 IFC Section 906 both during construction and upon occupancy of the building. During construction fire extinguishers shall be placed in a conspicuous, easy to access, unobstructed location that is less than 75 feet travel distance to any combustibles on site, 30 feet to any hot work. Upon completion of project, every

townhome unit shall have a minimum of one extinguisher per garage and one extinguisher per kitchen area. Extinguishers shall be mounted in a conspicuous, easy to access, unobstructed location. During construction, three 5-pound Class A fire extinguishers shall be required in each townhome unit.

- Spark arresters are required on all solid fuel burning appliance chimneys to reduce potential fires from burning embers. A minimum 10-feet of separation from all chimneys to combustible vegetation and tree crowns shall be maintained at all times.
- This project shall comply with the City of Ketchum Fire Protection Ordinance No. 1217 and defensible space characteristics. All exterior windows shall be glazed, and all exterior doors shall be solid core construction, both shall have a fire rating of not less than 20 minutes. All exterior vents shall be designed and approved to prevent flame or ember penetration and all exterior mesh shall have openings that do not exceed 1/8". Gutters and downspouts shall be non-combustible and shall be provided with an approved means to prevent the accumulation of leaves and debris. All materials within 12 inches vertical of finished grade shall be 1-hour rated, non-combustible, or covered with minimum 28-gauge flashing. The area 12-inches horizontal from the base of a wall shall be finished in a way to prevent any vegetation growing, and for vegetative debris to be easily removed. Tree crowns extending to within 10 feet of any structure shall be pruned to maintain a minimum horizontal clearance of 10 feet. Tree crowns within 30 feet of any structure shall be pruned to remove limbs located less than 6 feet above the ground surface adjacent to the trees. Non-fire-resistant vegetation or growth shall be kept clear of buildings and structures, in such a manner as to provide a clear area for fire suppression operations.
- An 8 ½ by 11 color coded site map of this project shall be provided on paper and electronically to the Fire Department. This site map shall show the locations of gas shut-offs, power shut-offs, fire sprinkler riser rooms, fire department connections, alarm panels, Knox boxes, access doors, egress windows, stairways and any additional fire department requirements. Exact details for color coded "On-Sites" can be found at www.ketchumfire.org.
- Final inspections of all Fire Department permit required installations by the Fire Chief or an appointee are required and shall be scheduled at least 48 hours in advance. A Final Inspection Checklist can be found at www.ketchumfire.org.
- Fire Department requirements and associated specifications for the required improvements must be verified, reviewed, and approved prior to issuance of a Building Permit for the project.

City Engineer & Streets Department:

- All drainage shall be retained on site (KMC §17.96.060.C.1). Drainage improvements constructed shall be equal to the length of the subject property lines adjacent to any public street or private street (KMC §17.96.060C).
- All construction for the project must comply with the standards set forth in Ketchum Municipal Code, Chapter 15.06 Construction Activity Standards. The applicant shall submit a Construction Activity Plan addressing all applicable activities (KMC §15.06.030), including how materials will be off-loaded at the site, plan for coordinating with neighbors on temporary closures, temporary traffic control, and construction fencing with appropriate screening, to be reviewed and approved prior to issuance of a Building Permit for the project. Pursuant to KMC §15.06.030.A.2, the applicant shall provide notice of the project, construction schedule, and general contractor's contact information to all neighbors with properties adjacent to the project site.
- The building permit plans and construction drawings shall meet all applicable sections of Chapter 12 of Ketchum Municipal Code.

- The adjacent ROW along 7th must be improved to City standards for residential streets. Material shall be pervious/permeable to allow drainage. Surface must allow for vehicle parking and be consistent along the entire property frontage. Material within the first eight (8) feet from edge of asphalt shall be distinct from driveway and rest of property in order to visually appear to be available for parking. Grading and drainage improvements must meet the following standards: minimum 5% slope, no obstructions, such as boulders or berms, no buried irrigation systems within the first eight (8) feet from the edge of asphalt, and no subsurface irrigation lines are permitted beyond the first eight (8) feet, however popup heads are not permitted anywhere in the ROW. No live plant material within the first eight (8) feet from edge of asphalt. Low ground cover plant material, such as turf grass, is permitted beyond the first eight (8) feet. Drought-tolerant species is preferred.
- The applicant shall submit a Street and Alley Digging, Excavation, and Trenching (“DIG”) Permit application with an associated traffic control plan for all construction work within the City right-of-way to be reviewed and approved by the Streets Department. The use of City right-of-way for construction including the closure of adjacent streets or sidewalks requires a Temporary Use of Right-of-Way Permit (“TURP”).
- Final civil drawings for all associated ROW improvements shall be submitted with the Building Permit application to be verified, reviewed, and approved by the City Engineer and Streets Department prior to issuance of a Building Permit for the project.

Utilities & Wastewater:

- The property owner/developer and all successors in interest are responsible for the installation, maintenance, repair, and other costs associated with the private water and sewer lines serving the property. The applicant shall coordinate with the existing Crossbuck HOA for future maintenance of the private water line.
- Each detached townhome unit shall have separate water and sewer services. Connection fees are determined based on water and sewer meter sizes. The applicant shall have the proposed water and sewer service connection line and meter sizes verified by an Idaho-licensed plumber or mechanical engineer. The service line connections shall be installed to City standards.
- Drywells must have proper separation from potable water lines.
- The final civil drawings shall be approved by DEQ prior to issuance of a building permit for the project.
- Requirements and specifications for the water and sewer connections will be verified, reviewed, and approved by the Utilities and Wastewater departments prior to issuance of a building permit for the project.

Building:

- The building must meet the 2018 International Residential Code and Title 15 Buildings and Construction of Ketchum Municipal Code.
- Building Department requirements and associated specifications for the required improvements must be verified, reviewed, and approved prior to issuance of a building permit for the project.

Planning and Zoning:

Comments are denoted within the analysis of the project’s compliance with zoning and dimensional standards, design review evaluation standards, and subdivision design and development standards.

Table 2: Zoning and Dimensional Standards Analysis

Zoning and Dimensional Standards Analysis				
Compliant			Ketchum Municipal Code Standards and Staff Comments	
Yes	No	N/A	KMC §	Standards and Staff Comments
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.12.030	<p>Minimum Lot Area</p> <p>Required Minimum Lot Area: 8,000 square feet minimum Required Minimum Townhouse Sublot Area: equal to the of the perimeter of the townhouse unit</p> <p>KMC §17.08.020 defines <i>Area of Lot</i> as the area of a lot, exclusive of any area contained within a private driveway easement.</p> <p><i>Ketchum Municipal Code §17.08.020: Definitions</i> AREA OF LOT: The area within the boundaries of a lot, exclusive of any area contained within a public or private street, alley, fire lane or private driveway easement; also, exclusive of any narrow strip of land connecting a lot set back from any public street for the purpose of providing driveway access with that street and exclusive of any portion of the property that lies between the mean high-water marks of the Big Wood River, Trail Creek and Warm Springs Creek. All exclusions shall not be used for the purpose of calculating density and building coverage. Lot area shall include the area of any dedicated public bike path, equestrian path or other public pathway within the boundaries of a lot.</p> <p>Proposed: Lot 1A of Block 67 within Ketchum Townsite has a total area of 8,240 square feet (0.19 acres).</p> <p>The area of the private driveway easement on subplot 1A is 660 square feet.</p> <p>The area of the lot as defined by KMC §17.08.020 exclusive of the private driveway easement on subplot 1A is 7,580 square feet.</p> <p>Lot 1A is proposed to be subdivided into two townhouse sublots. All townhouse sublots within the proposed subdivisions are greater than the perimeter of the townhouse unit. No land within the townhouse subdivision is proposed to be designated as common area. The proposed areas of each townhouse subplot are indicated on the preliminary plat.</p> <p>Townhouse Sublot 1A: 4,120 square feet Townhouse Sublot 1B: 4,120 square feet</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.12.030	<p>Building Coverage</p> <p>Staff Comments BUILDING COVERAGE: The total square footage of the building foundation and all horizontal projections which constitute a "building" as defined in this section, but not including roof overhangs that are 3 feet or less or uncovered decks less than 30 inches above grade. Garages and guest homes shall be</p>

				<p>included in building coverage (KMC §17.08.020).</p> <p>Permitted: 35%</p> <p>Proposed: The townhome development's total building coverage is 35% (2,651 square feet building coverage/7,580-square-foot lot).</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.12.030	<p>Minimum Building Setbacks</p>
			Staff Comments	<p>Minimum: Front: 15 feet Side: 1 foot for every 3 feet in building height, but no less than 5 feet Rear: 15 feet</p> <p>KMC §17.128.020: Supplementary Yard Regulations A. Cornices, canopies, eaves, chimney chases or similar architectural features may extend into a required yard not more than 3 feet. H. Decks less than 30 inches in height from existing grade may be constructed to the property line.</p> <p>Proposed: Dimensioned setbacks from property lines are indicated on Sheet L1.0 of the project plans. Front (North/7th Street): 15' Street Side (East/2nd Avenue): 11'-8" Side (West/Interior): 15' Rear (South/Interior): 15'</p> <p>At-grade paver patios extend into the required setback areas, which is permitted pursuant to KMC §17.128.020.H. As indicated on Sheet A-2A, roof overhangs extend into the setback area a maximum of 3 feet.</p> <p>The site plan on Sheet L1.0 shows three stairs encroach within unit A's required setback from 2nd Avenue. These stairs are not permitted within the required side setback area. Staff has added a recommended condition of approval that these stairs be removed from the side setback area. As conditioned, this project will comply with the setbacks required in the GR-L Zone.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.12.030	<p>Building Height</p>
			Staff Comments	<p>Maximum Permitted: 35 feet</p> <p><i>KMC §17.08.020: HEIGHT OF BUILDING: The greatest vertical distance measured at any point from the roof to natural, existing, or finished grade, whichever is lowest. The maximum vertical distance from the lowest exposed finished floor to the highest point of the roof (regardless of vertical alignment) shall be no more than five feet (5') greater than the maximum height permitted in the zoning district (see illustration B on file in the Office of the City Clerk). No facade shall be greater than the maximum height permitted in the zoning district. (See definition of "facade" in this section and illustration B on file in the</i></p>

				<p><i>Office of the City Clerk.) Facades which step up or down hillsides shall be set back from the lower facade a minimum of fifty percent (50%) of the height of the lower facade; except, that roof overhangs may extend up to three feet (3') into this area (see illustration B on file in the Office of the City Clerk). This building height provision shall apply to parapets, boston roofs and any other portion of a building roof, but shall not apply to flagpoles, lightning rods, weather vanes, antennas or chimneys.</i></p> <p>Proposed: Townhome Unit A Lowest Grade Elevation: 5795' Highest Point of Roof Elevation: 5830' Building Height: 34'-11''</p> <p>Townhome Unit B Lowest Grade Elevation: 5800' Highest Point of Roof Elevation: 5831' Building Height: 29'-9''</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.125.030H	<p>Curb Cut</p> <p>Staff Comments</p> <p>Required: A total of 35% of the linear footage of any street frontage can be devoted to access to off street parking.</p> <p>Proposed: Both townhomes are accessed from a shared driveway that is 26 feet wide, which is 35% (26-foot-wide driveway/75 feet of street frontage along 7th Street) of the development's site street frontage along 7th Street.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.125.040	<p>Parking Spaces</p> <p>Staff Comments</p> <p>Off-street parking standards apply to any new development and to any new established uses.</p> <p>Required: Multiple-Family Residential Dwelling Units in the GR-L Zone Units 2,001 square feet and above: 2 parking spaces</p> <p>Proposed: Both townhome units exceed 2,001 square feet. Each townhome unit has its own attached 2-car garage.</p>

Table 3: Design Review Standards Evaluation

Design Review Improvements and Standards (KMC §17.96.060)				
Yes	No	N/A	City Code	City Standards and Staff Comments
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.A1 Streets	The applicant shall be responsible for all costs associated with providing a connection from an existing city street to their development.
			Staff Comments	No new streets are proposed with this development. The townhome units will be accessed from a shared driveway off 7 th Street. Pursuant to KMC §17.96.060.G3, vehicle, bicycle, and pedestrian traffic shall flow safely within the project and onto adjacent streets. Prior to issuance of a building permit for the project, the City Engineer and Streets Department shall review the civil drawings to ensure adequate sight distances and proper signage for the proposed driveway accesses.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.A2 Streets	All street designs shall be approved by the City Engineer.
			Staff Comments	Pursuant to KMC §17.96.060.G3, vehicle, bicycle, and pedestrian traffic shall flow safely within the project and onto adjacent streets. Prior to issuance of a building permit for the project, the City Engineer and Streets Department shall review the civil drawings to ensure adequate sight distances and proper signage for the proposed driveway accesses. The circulation design shall be indicated on civil drawings stamped by an Idaho-licensed engineer (KMC §12.04.020.C.3) included with the project plans submitted with the building permit application for final review and approval by the City Engineer and Streets Department prior to issuance of a building permit for the project.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.060.B1 Sidewalks	All projects under 17.96.010(A) that qualify as a “Substantial Improvement” shall install sidewalks as required by the Public Works Department.
			Staff Comments	While the Crossbuck McNee Townhomes project qualifies as a substantial improvement, sidewalks are not required to be installed along 7 th Street within this residential neighborhood. The property has street frontage along 2 nd Avenue and the bike path. The applicant shall improve the right-of-way (ROW) adjacent to the front property line along 7 th Street to City ROW standards for residential roadways. Material shall be pervious/permeable to allow drainage. Surface must allow for vehicle parking and be consistent along the entire property frontage. Material within the first eight (8) feet from edge of asphalt shall be distinct from driveway and rest of property in order to visually appear to be available for parking. Grading and drainage improvements must meet the following standards: minimum 5% slope, no obstructions, such as boulders or berms, no buried irrigation systems within the first eight (8) from the edge of asphalt, and no subsurface irrigation lines are permitted beyond the first eight (8) feet, however pop up heads are not

				<p>permitted anywhere in the ROW. No live plant material within the first eight (8) feet from edge of asphalt. Low ground cover plant material, such as turf grass, is permitted beyond the first eight (8) feet. Drought-tolerant species is preferred.</p> <p>Final civil drawings for all associated ROW improvements shall be submitted with the building permit application to be reviewed and approved by the City Engineer and Streets Department prior to issuance of a building permit for the project.</p> <p>See Table 1 for comments and conditions from the City Engineer & Streets Department.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.060.B2 Sidewalks	Sidewalk width shall conform to the City's right-of-way standards, however the City Engineer may reduce or increase the sidewalk width and design standard requirements at their discretion.
			Staff Comments	<p>The City Engineer has determined that sidewalks are not required to be installed along 7th Street within this residential neighborhood.</p> <p>The applicant shall improve the right-of-way (ROW) adjacent to the front property line along 7th Street to City ROW standards for residential roadways.</p> <p>Final civil drawings for all associated ROW improvements shall be submitted with the Building Permit application to be verified, reviewed, and approved by the City Engineer and Streets Department prior to issuance of a building permit for the project. See Table 1 for review comments and conditions from the City Engineer & Streets Department.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.060.B3 Sidewalks	<p>Sidewalks may be waived if one of the following criteria is met:</p> <ol style="list-style-type: none"> a. The project comprises an addition of less than 250 square feet of conditioned space. b. The City Engineer finds that sidewalks are not necessary because of existing geographic limitations, pedestrian traffic on the street does not warrant a sidewalk, or if a sidewalk would not be beneficial to the general welfare and safety of the public.
			Staff Comments	The City Engineer has determined that sidewalks are not required to be installed along 7 th Street within this residential neighborhood.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.060.B4 Sidewalks	The length of sidewalk improvements constructed shall be equal to the length of the subject property line(s) adjacent to any public street or private street.
			Staff Comments	The City Engineer has determined that sidewalks are not required to be installed along 7 th Street within this residential neighborhood.

				The applicant shall improve the right-of-way (ROW) adjacent to the front property line along 7 th Street to City ROW standards for residential roadways.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.060.B5 Sidewalks	New sidewalks shall be planned to provide pedestrian connections to any existing or future sidewalks adjacent to the site. In addition, sidewalks shall be constructed to provide safe pedestrian access to and around a building.
			Staff Comments	N/A. The City Engineer has determined that sidewalks are not required to be installed within this residential neighborhood.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.060.B6 Sidewalks	The City may approve and accept voluntary cash contributions in-lieu of the above described improvements, which contributions must be segregated by the City and not used for any purpose other than the provision of these improvements. The contribution amount shall be one hundred ten percent (110%) of the estimated costs of concrete sidewalk and drainage improvements provided by a qualified contractor, plus associated engineering costs, as approved by the City Engineer. Any approved in-lieu contribution shall be paid before the City issues a certificate of occupancy.
			Staff Comments	N/A. The City Engineer has determined that sidewalks are not required to be installed within this residential neighborhood.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.C1 Drainage	All storm water shall be retained on site.
			Staff Comments	The drainage system must keep all storm water within the project site. Storm water is prohibited from draining onto the 7 th Street or 2 nd Avenue rights-of-way. All drainage improvements must meet city standards. Drainage improvements are indicated on Sheet L3 of the project plans (Exhibit A). Proposed drainage improvements include landscape drywells. Prior to issuance of a building permit for the project, the applicant shall submit a final drainage plan indicating grading, catch basins, piping, and drywells (KMC §17.96.040.C.2b & KMC §17.96.060.C.1-4) prepared by a civil engineer licensed in the state to be submitted for review and approval by the City Engineer and Streets Department. As noted in the Utilities Department’s comments, all drywells must have proper separation from potable water lines. See Table 1 for City Department comments and conditions.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.C2 Drainage	Drainage improvements constructed shall be equal to the length of the subject property lines adjacent to any public street or private street.
			Staff Comments	See above analysis for Ketchum Municipal Code §17.96.060C1. All drainage improvements shall be equal to the length of the property lines adjacent to 7 th Street and 2 nd Avenue. All drainage improvements shall meet City standards.

				<p>All drainage improvements shall be indicated on civil plans prepared by an Idaho licensed engineer and require review and approval from the City Engineer & Streets Department prior to issuance of a Building Permit for the project.</p> <p>See Table 1 for comments and conditions from the City Engineer & Streets Department.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.C3 Drainage	The City Engineer may require additional drainage improvements as necessary, depending on the unique characteristics of a site.
			Staff Comments	The application will be required to install drainage improvements to the satisfaction of the City Engineer. A final drainage plan prepared by a civil engineer licensed in the state of Idaho shall be submitted with the building permit application to be reviewed and approved by the City Engineer and the Streets Department. The City Engineer may require additional drainage improvements as necessary.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.C.4 Drainage	Drainage facilities shall be constructed per City standards.
			Staff Comments	All drainage facilities within the project site and the public right-of-way shall meet city standards. Final drainage specifications must be included with the civil drawings submitted with the building permit application to be reviewed and approved by the City Engineer & Streets Department.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.D1 Utilities	All utilities necessary for the development shall be improved and installed at the sole expense of the applicant.
			Staff Comments	<p>The property owner/developer and all successors in interest are responsible for the installation, maintenance, repair, and other costs associated with the private water and sewer lines serving the property.</p> <p>Each detached townhome unit shall have separate water and sewer services. Connection fees are determined based on water and sewer meter sizes. The applicant shall have the proposed water and sewer service connection line and meter sizes verified by an Idaho-licensed plumber or mechanical engineer. The service line connections shall be installed to City standards.</p> <p>Requirements and specifications for the water and sewer connections will be verified, reviewed, and approved by the Utilities and Wastewater departments prior to issuance of a building permit for the project.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.D2 Utilities	Utilities shall be located underground and utility, power, and communication lines within the development site shall be concealed from public view.
			Staff Comments	All utilities within the development site shall be underground and concealed from public view.

				The project plans indicate a relocated transformer at the southwest corner of the parcel straddling the property line onto adjacent Lot 2A of Block 67. The transformer is proposed to be screened by deciduous shrubs.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.D3 Utilities	When extension of utilities is necessary all developers will be required to pay for and install two (2") inch SDR11 fiber optical conduit. The placement and construction of the fiber optical conduit shall be done in accordance with city of Ketchum standards and at the discretion of the City Engineer.
			Staff Comments	The applicant is aware of this requirement to install services for high-speed internet to the site. The applicant will work with the City Engineer to identify if additional fiber optical conduit is required to be installed for the new multi-family residential development.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.E1 Compatibility of Design	The project's materials, colors and signing shall be complementary with the townscape, surrounding neighborhoods and adjoining structures.
			Staff Comments	As noted on Sheet MB, the Crossbuck McNee Townhomes will match the existing Crossbuck townhome units developed on the remainder of Block 67. All townhome units share the same exterior material patterns and color palette. The proposed exterior materials include metal clad windows, corrugated metal roofing, steel frame awnings, concrete and gabion site walls, vertical wood siding, steel posts and beams, steel wainscot, and stone veneer. The stone veneer and wood siding are shades of gray. The steel posts and beams, trellises, and metal trim are dark gray and brown. The darker colors contrast with the lighter gray wood siding and stone veneer adding more articulation to the façade design.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.060.E2 Compatibility of Design	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	N/A. No significant landmarks of historical or cultural importance have been identified on the property. The site is vacant—this townhome development is an infill project.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.060.E3 Compatibility of Design	Additions to existing buildings, built prior to 1940, shall be complementary in design and use similar material and finishes of the building being added to.
			Staff Comments	N/A This standard does not apply because the project is new construction.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.F1 Architectural	Building(s) shall provide unobstructed pedestrian access to the nearest sidewalk and the entryway shall be clearly defined.
			Staff Comments	The front doors to both townhome units are clearly defined by a covered entry framed by steel posts landscaped planters. The entrances to both townhome units lead to at-grade paver patios that connect to the bike path along 2 nd Avenue.

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.F2 Architectural	The building character shall be clearly defined by use of architectural features.
			Staff Comments	The proposed architectural features include exterior material differentiation, fenestration, steel canopy elements, and wire mesh trellises. The exterior materials and architectural features will match the existing Crossbuck townhomes. The exterior material differentiation and fenestration provide visual interest and define the character of the building.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.F3 Architectural	There shall be continuity of materials, colors and signing within the project.
			Staff Comments	As noted on Sheet MB, the Crossbuck McNee Townhomes will match the existing Crossbuck Townhomes developed on the remainder of Block 67. All townhome units share the same exterior material patterns and color palette. The proposed exterior materials include metal clad windows, corrugated metal roofing, steel frame awnings, concrete and gabion site walls, vertical wood siding, steel posts and beams, steel wainscot, and stone veneer. The stone veneer and wood siding are shades of gray. The steel posts and beams, trellises, and metal trim are dark gray and brown. The darker colors contrast with the lighter gray wood siding and stone veneer adding more articulation to the façade design.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.F4 Architectural	Accessory structures, fences, walls and landscape features within the project shall match or complement the principal building.
			Staff Comments	The project does not propose any accessory structures. The project's site improvements include landscaping, planters, and gabion. The landscape plan is provided on Sheet L-3.0 of the project plans (Exhibit A). Landscaping includes conifer trees, flowering crab deciduous trees, deciduous shrubs, and grasses. The proposed landscaping softens the rectangular mass of each townhome unit and provides screening between the townhome units.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.F5 Architectural	Building walls shall provide undulation/relief, thus reducing the appearance of bulk and flatness.
			Staff Comments	The mass of the building's rectangular volumes is broken up through material differentiation and an upper-level setback created by the second-floor deck. The projections created by the steel from awnings add visual interest to the building design. The landscaped trellis softens the rectangular volumes at the side facade.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.F6 Architectural	Building(s) shall orient towards their primary street frontage.
			Staff Comments	The townhome units include covered entryways that orient towards the 2 nd Avenue. These covered entryway landings lead to paver walkways that connect to the bike path along 2 nd Avenue.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.F7 Architectural	Garbage storage areas and satellite receivers shall be screened from public view and located off alleys.

			Staff Comments	<p>Each townhome unit have its own trash and recycling bins stored and screened from public view within the attached, enclosed garages. The applicant has submitted a letter from Clear Creek Disposal approving the townhome development's garbage disposal configuration. The townhome unit owners will move the garbage and recycling bin to 7th Street for service.</p> <p>The project plans do not indicate the installation of any satellite receivers. Any future installations of satellite receivers must be screened from public view.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.F8 Architectural	Building design shall include weather protection which prevents water to drip or snow to slide on areas where pedestrians gather and circulate or onto adjacent properties.
			Staff Comments	The building design includes weather protection that prevents water from dripping or snow from sliding onto areas where pedestrians gather and circulate and onto adjacent properties. As indicated on Sheet A2-A, the roof includes a system of internal drains as well as gutters. The roof plans shows snow guards to prevent snow from sliding onto areas where pedestrians gather and circulate or onto adjacent properties.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.G1 Circulation Design	Pedestrian, equestrian and bicycle access shall be located to connect with existing and anticipated easements and pathways.
			Staff Comments	The townhome units' entrances lead to at-grade paver patios that connect to the bike path along 2 nd Avenue. The City Engineer has determined that sidewalks are not required to be installed along 7 th Street within this residential neighborhood. Pedestrian and bicycle access is provided within the low-traffic residential streets.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.060.G2	Awnings extending over public sidewalks shall extend five (5') feet or more across the public sidewalk but shall not extend within two (2') feet of parking or travel lanes within the right of way.
			Circulation Design	N/A. No awnings are proposed to extend across the public sidewalk.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.G3 Circulation Design	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.
			Staff Comments	<p>The townhome units will both be accessed from a shared driveway along 7th Street.</p> <p>Prior to issuance of a building permit for the project, the City Engineer and Streets Department shall review the civil drawings to ensure adequate sight distances and proper signage for the proposed driveway access.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.G4	Curb cuts and driveway entrances shall be no closer than twenty (20') feet to the nearest intersection of two or more streets, as measured

			Circulation Design	along the property line adjacent to the right of way. Due to site conditions or current/projected traffic levels or speed, the City Engineer may increase the minimum distance requirements.
			Staff Comments	As specified on Sheet L-1.0, the shared driveway entrance to the townhome development is located 58 feet from the intersection of 7 th Street and 2 nd Avenue. Prior to issuance of a building permit for the project, the City Engineer and Streets Department shall review the civil drawings to ensure adequate sight distances and proper signage for the proposed driveway access.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.G5 Circulation Design	Unobstructed access shall be provided for emergency vehicles, snowplows, garbage trucks and similar service vehicles to all necessary locations within the proposed project.
			Staff Comments	The new multi-family residential development provides unobstructed access for emergency vehicles, snowplows, garbage trucks, and other services vehicles. Unobstructed access to the townhome units is provided from the shared driveway along 7 th Street.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.H1 Snow Storage	Snow storage areas shall not be less than thirty percent (30%) of the improved parking and pedestrian circulation areas.
			Staff Comments	The snow storage calculation is indicated on Sheet L3 of the property plans. The applicant has provided 600 square feet of snow storage on site, which is 30% of the asphalt driveway area.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.H2 Snow Storage	Snow storage areas shall be provided on-site.
			Staff Comments	The snow storage calculation is indicated on Sheet L3 of the property plans. The applicant has provided 600 square feet of snow storage on site, which is 30% of the asphalt driveway area.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.H3 Snow Storage	A designated snow storage area shall not have any dimension less than five (5') feet and shall be a minimum of twenty-five (25) square feet.
			Staff Comments	The 3 snow storage areas meet this dimensional requirement. The snow storage areas provided on site are 200, 50, and 350 square feet.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.060.H4 Snow Storage	In lieu of providing snow storage areas, snow melt and hauling of snow may be allowed.
			Staff Comments	The applicant has provided snow storage on site.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.I1 Landscaping	Landscaping is required for all projects.
			Staff Comments	The landscape plan is provided on Sheet L3 of the project plans. Landscaping includes conifer trees, flowering crab deciduous trees, deciduous shrubs, and grasses.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.I2 Landscaping	Landscape materials and vegetation types specified shall be readily adaptable to a site's microclimate, soil conditions, orientation and aspect, and shall serve to enhance and complement the neighborhood and townscape.

			Staff Comments	The landscape plan is provided on Sheet L3 of the project plans. Landscaping includes conifer trees, flowering crab deciduous trees, deciduous shrubs, and grasses. The landscape plan shows 7 deciduous trees planted along the street frontages. The proposed landscaping will beautify the adjacent bike path.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.I3 Landscaping	All trees, shrubs, grasses and perennials shall be drought tolerant. Native species are recommended but not required.
			Staff Comments	All proposed landscape materials and vegetation types shall be drought tolerant. The applicant is encouraged to select native species.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.060.I4 Landscaping	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.
			Staff Comments	The project's proposed landscaping provides a buffer between both townhome units and the adjacent existing Crossbuck townhome unit to the south. The 7 deciduous trees planted along the street side property line will buffer the townhome units from 2 nd Avenue.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17.96.060.J1 Public Amenities	Where sidewalks are required, pedestrian amenities shall be installed. Amenities may include, but are not limited to, benches and other seating, kiosks, bus shelters, trash receptacles, restrooms, fountains, art, etc. All public amenities shall receive approval from the Public Works Department prior to design review approval from the Commission.
			Staff Comments	The City Engineer has determined that sidewalks are not required for this project in this residential neighborhood.

Table 4: Townhouse Subdivision Requirements

Townhouse Plat Requirements				
Compliant			Standards and Staff Comments	
Yes	No	N/A	City Code	City Standards and Staff Comments
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.B	Townhouse Owners' Documents: The subdivider of the townhouse project shall submit with the preliminary plat application a copy of the proposed party wall agreement and any proposed document(s) creating an association of owners of the proposed townhouse sublots, which shall adequately provide for the control and maintenance of all commonly held facilities, garages, parking and/or open spaces. Prior to final plat approval, the subdivider shall submit to the city a final copy of such documents and shall file such documents prior to recordation of the plat, which shall reflect the recording instrument numbers.
			Staff Comments	The applicant has submitted a complete preliminary plat application including the CC&Rs. The applicant shall submit a final copy of the Townhouse Declaration and CC&Rs document to the Planning & Building Department and file such document prior to recordation of the final plat.

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.C.1	<p>Preliminary Plat Procedure: Townhouse developments shall be administered consistent with the procedures and design and development regulations established in §16.04.030 and §16.04.040 and the standards of this subsection.</p> <p>All townhouse developments shall be platted under the procedures contained in the subdivision ordinance in effect and shall be required to obtain design review approval prior to building permit issuance.</p>
			Staff Comments	The townhouse subdivision shall be platted under the procedures contained in the subdivision ordinance.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.C.2	<p>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.</p>
			Staff Comments	The townhome subdivision preliminary plat and design review applications for the development are being reviewed concurrently.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.C.3	<p>The preliminary plat, other data, and the commission's Staff Comments may be transmitted to the council prior to commencement of construction of the project under a valid building permit issued by the City. The council shall act on the preliminary plat pursuant to subsection 16.04.030E and F of this chapter.</p>
			Staff Comments	The preliminary plat and the Planning & Zoning Commission's Staff comments will be transmitted to the City Council for their review and approval prior to the issuance of a building permit for the project.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.080.C.4	<p>In the event a phased townhouse development project is proposed, after preliminary plat is granted for the entirety of a project, the final plat procedure for each phase of a phased development project shall follow §16.04.030.G and comply with the additional provisions of §16.04.110 of this code.</p>
			Staff Comments	N/A. The applicant has not proposed phasing with this townhome development project.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.D	<p>D. Final Plat Procedure:</p> <p>1. The final plat procedure contained in subsection 16.04.030G of this chapter shall be followed. However, the final plat shall not be signed by the city clerk and recorded until the townhouse has received either:</p> <ul style="list-style-type: none"> a. A certificate of occupancy issued by the city of Ketchum for all structures in the townhouse development and completion of all design review elements as approved by the planning and zoning administrator; or b. Signed council approval of a phased development project consistent with §16.04.110 herein. <p>2. The council may accept a security agreement for any design review elements not completed on a case by case basis pursuant to title 17, chapter 17.96 of this code.</p>

			Staff Comments	The applicant shall follow the final plat procedure as specified in the City's subdivision ordinance.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.E.1	E. Required Staff Comments : In addition to all Townhouse Developments complying with the applicable provisions of Title 17 and this Subdivision Chapter (§16.04), the Administrator shall find that All Townhouse Developments, including each individual subplot, shall not exceed the maximum building coverage requirements of the zoning district.
			Staff Comments	The townhome project is located within the General Residential Low Density (GR-L) Zone. The townhomes development's proposed building coverage is 35% (2,651 square feet building coverage/7,580-square-foot lot), which is the maximum permitted in the GR-L Zone.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.080.E.2	Garage: All garages shall be designated on the preliminary and final plats and on all deeds as part of the particular townhouse units. Detached garages may be platted on separate sublots; provided, that the ownership of detached garages is tied to specific townhouse units on the townhouse plat and in any owner's documents, and that the detached garage(s) may not be sold and/or owned separate from any dwelling unit(s) within the townhouse development.
			Staff Comments	Each townhome unit includes an attached and enclosed 2-car garage. No detached garages are proposed with this townhome development.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.E.3	General Applicability: All other provisions of this chapter and all applicable ordinances, rules and regulations of the city and all other governmental entities having jurisdiction shall be complied with by townhouse subdivisions. (Ord. 1061 § 3, 2009: Ord. 879 § 4, 2001: Ord. 460 § 2, 1987)
			Staff Comments	This townhouse subdivision will comply with all applicable local, state, and federal ordinances, rules, and regulations.

Table 5: Preliminary Plat Requirements (all subdivisions)

Preliminary Plat Requirements				
Compliant			Standards and Staff Comments	
Yes	No	N/A	City Code	City Standards and Staff Comments
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.C.1	The subdivider shall file with the administrator copies of the completed subdivision application form and preliminary plat data as required by this chapter.
			Staff Comments	The application has been reviewed and determined to be complete.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J	Application and Preliminary Plat Contents: The preliminary plat, together with all application forms, title insurance report, deeds, maps, and other documents reasonably required, shall constitute a complete subdivision application. The preliminary plat shall be drawn to a scale of not less than one inch equals one hundred feet (1" = 100') and shall show the following:
			Staff Comments	All required materials for the preliminary plat application have been submitted.

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I.1	The scale, north point and date.
			Staff Comments	This standard has been met. The preliminary plat contains a scale, north point, and date.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.2	The name of the proposed subdivision.
			Staff Comments	This standard has been met.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.3	The name and address of the owner of record, the subdivider, and the engineer, surveyor, or other person preparing the plat.
			Staff Comments	This information has been provided on the application form and indicated on the Preliminary Plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.4	Legal description of the area platted.
			Staff Comments	This standard has been met.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.5	The names and the intersecting boundary lines of adjoining subdivisions and parcels of property.
			Staff Comments	This standard has been met. The existing 4 Crossback Townhome units on Lots 3A and 4A of Block 67 are indicated on the subdivision plat. Additionally, the applicant has indicated the Crossback West Townhomes proposed on adjacent Lot 2A on the preliminary plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.6	A contour map of the subdivision with contour lines and a maximum interval of two feet (2') to show the configuration of the land based upon the United States geodetic survey data, or other data approved by the city engineer.
			Staff Comments	This project plans include a topographic map.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.7	The scaled location of existing buildings, water bodies and courses and location of the adjoining or immediately adjacent dedicated streets, roadways and easements, public and private.
			Staff Comments	The existing 4 Crossback Townhome units on Lots 3A and 4A of Block 67 are indicated on the subdivision plat. 7 th Street and 2 nd Avenue are indicated on the plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.8	Boundary description and the area of the tract.
			Staff Comments	This boundary description and the area of the tract is noted on the Preliminary Plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.9	Existing zoning of the tract.
			Staff Comments	The property is within the GR-L Zone.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.10	The proposed location of street rights of way, lots, and lot lines, easements, including all approximate dimensions, and including all proposed lot and block numbering and proposed street names.
			Staff Comments	This standard has been met. The location of the proposed townhouse sublots are indicated on the preliminary plat. The existing location of 2 nd Avenue, 7 th Street, and the Block 67 alley are indicated on the plat. The existing public utility easements are indicated on the plat. The townhouse subdivision does not propose a new lots, blocks, or street.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.J.11	The location, approximate size and proposed use of all land intended to be dedicated for public use or for common use of all future property owners within the proposed subdivision.
			Staff	The townhome development does not provide any land intended to be

			Comments	dedicated for public use or for the common use of all future property owners within the proposed subdivision.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.12	The location, size and type of sanitary and storm sewers, water mains, culverts and other surface or subsurface structures existing within or immediately adjacent to the proposed sanitary or storm sewers, water mains, and storage facilities, street improvements, street lighting, curbs, and gutters and all proposed utilities.
			Staff Comments	The project plans indicate the locations of all utility and drainage improvements as well as the required right-of-way improvements along 7 th Street. No new street lighting or curb and gutter improvements are required or proposed.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.13	The direction of drainage, flow and approximate grade of all streets.
			Staff Comments	The project plans include drainage improvements. The drainage improvements are indicated on Sheet L2 and the drywell specifications are provided on the civil drawings.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.14	The location of all drainage canals and structures, the proposed method of disposing of runoff water, and the location and size of all drainage easements, whether they are located within or outside of the proposed plat.
			Staff Comments	All drainage improvements have been indicated on the project plans. No drainage canals are required or proposed.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.15	Vicinity map drawn to approximate scale showing the location of the proposed subdivision in reference to existing and/or proposed arterials and collector streets.
			Staff Comments	The project plans include a vicinity map.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.J.16	The boundaries of the floodplain, floodway and avalanche overlay district shall also be clearly delineated and marked on the preliminary plat or a note provided if the entire project is in the floodplain, floodway or avalanche overlay district.
			Staff Comments	N/A. The property is not currently mapped to be in the floodplain/floodway. The property is not located within the avalanche zone.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.J.17	Building envelopes shall be shown on each lot, all or part of which is within a floodway, floodplain, or avalanche zone; or any lot that is adjacent to the Big Wood River, Trail Creek, or Warm Springs Creek; or any lot, a portion of which has a slope of twenty five percent (25%) or greater; or upon any lot which will be created adjacent to the intersection of two (2) or more streets.
			Staff Comments	N/A. The property is not located within the floodway, floodplain, or avalanche zone. The property does not lie adjacent to a river or creek. The lot does not contain slopes of 25% or greater. The project does not create a new lot—the preliminary plat subdivides an existing corner lot into 2 townhouse sublots.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.18	Lot area of each lot.
			Staff Comments	The proposed size of each subplot is indicated on the preliminary plat—each subplot has an area of 4,120 square feet.

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J .19	Existing mature trees and established shrub masses.
			Staff Comments	The project plans indicate existing mature trees and shrub masses.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.20	To be provided to Administrator: Subdivision names shall not be the same or confused with the name of any other subdivision in Blaine County, Idaho and shall be approved by the Blaine County Assessor.
			Staff Comments	The Crossbuck McNee Townhomes subdivision name is unique and is not the same as another townhouse subdivision in Blaine County.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.J.21	All percolation tests and/or exploratory pit excavations required by state health authorities.
			Staff Comments	N/A. This project will connect to municipal services.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.22	A copy of the provisions of the articles of incorporation and bylaws of homeowners' association and/or condominium declarations to be filed with the final plat of the subdivision.
			Staff Comments	The applicant has submitted a complete preliminary plat application including the CC&Rs. The applicant shall submit a final copy of the Townhouse Declaration and Party Wall Agreement document to the Planning & Building Department and file such document prior to recordation of the final plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.23	A current title report shall be provided at the time that the preliminary plat is filed with the administrator, together with a copy of the owner's recorded deed to such property.
			Staff Comments	This standard has been met. The applicant has submitted a Title Report and the Last Deed of Record.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.24	A digital copy of the preliminary plat shall be filed with the administrator.
			Staff Comments	This standard has been met.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.A	Required Improvements: The improvements set forth in this section shall be shown on the preliminary plat and installed prior to approval of the final plat. Construction design plans shall be submitted and approved by the city engineer. All such improvements shall be in accordance with the comprehensive plan and constructed in compliance with construction standard specifications adopted by the city. Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			Staff Comments	This standard has been met. The construction design plans shall be submitted with the building permit application for review by City Departments. All improvements indicated on the project plans, including landscaping and right-of-way improvements, shall be installed prior to issuance a Certificate of Occupancy for the project. The Certificate of Occupancy must be issued before the project received final plat approval.

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.B	Improvement Plans: Prior to approval of final plat by the commission, the subdivider shall file two (2) copies with the city engineer, and the city engineer shall approve construction plans for all improvements required in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the state.
			Staff Comments	Improvement plans shall be reviewed and approved by City Departments through the building permit application process.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.C	Prior to final plat approval, the subdivider shall have previously constructed all required improvements and secured a certificate of completion from the city engineer. However, in cases where the required improvements cannot be constructed due to weather conditions or other factors beyond the control of the subdivider, the city council may accept, in lieu of any or all of the required improvements, a performance bond filed with the city clerk to ensure actual construction of the required improvements as submitted and approved. Such performance bond shall be issued in an amount not less than one hundred fifty percent (150%) of the estimated costs of improvements as determined by the city engineer. In the event the improvements are not constructed within the time allowed by the city council (which shall be one year or less, depending upon the individual circumstances), the council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider shall be liable to the city for additional costs. The amount that the cost of installing the required improvements exceeds the amount of the performance bond shall automatically become a lien upon any and all property within the subdivision owned by the owner and/or subdivider.
			Staff Comments	All improvements indicated on the project plans, including landscaping and right-of-way improvements, shall be installed prior to issuance a Certificate of Occupancy for the project. The Certificate of Occupancy must be issued before the project received final plat approval.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.D	As Built Drawing: Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) days after completion of improvements and submission of as built drawings, the city engineer shall certify the completion of the improvements and the acceptance of the improvements, and shall submit a copy of such certification to the administrator and the subdivider. If a performance bond has been filed, the administrator shall forward a copy of the certification to the city clerk. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.
			Staff Comments	All improvements indicated on the project plans, including landscaping and right-of-way improvements, shall be installed prior to issuance a Certificate of Occupancy for the project. The Certificate of Occupancy must be issued before the project received final plat approval.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.E	Monumentation: Following completion of construction of the required

				<p>improvements and prior to certification of completion by the city engineer, certain land survey monuments shall be reset or verified by the subdivider's engineer or surveyor to still be in place. These monuments shall have the size, shape, and type of material as shown on the subdivision plat. The monuments shall be located as follows:</p> <ol style="list-style-type: none"> 1. All angle points in the exterior boundary of the plat. 2. All street intersections, points within and adjacent to the final plat. 3. All street corner lines ending at boundary line of final plat. 4. All angle points and points of curves on all streets. 5. The point of beginning of the subdivision plat description.
			Staff Comments	The applicant shall meet the required monumentation standards prior to recordation of the final plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.F	<p>Lot Requirements:</p> <ol style="list-style-type: none"> 1. Lot size, width, depth, shape and orientation and minimum building setback lines shall be in compliance with the zoning district in which the property is located and compatible with the location of the subdivision and the type of development, and preserve solar access to adjacent properties and buildings. 2. Whenever a proposed subdivision contains lot(s), in whole or in part, within the floodplain, or which contains land with a slope in excess of twenty five percent (25%), based upon natural contours, or creates corner lots at the intersection of two (2) or more streets, building envelopes shall be shown for the lot(s) so affected on the preliminary and final plats. The building envelopes shall be located in a manner designed to promote harmonious development of structures, minimize congestion of structures, and provide open space and solar access for each lot and structure. Also, building envelopes shall be located to promote access to the lots and maintenance of public utilities, to minimize cut and fill for roads and building foundations, and minimize adverse impact upon environment, watercourses and topographical features. Structures may only be built on buildable lots. Lots shall only be created that meet the definition of "lot, buildable" in section 16.04.020 of this chapter. Building envelopes shall be established outside of hillsides of twenty five percent (25%) and greater and outside of the floodway. A waiver to this standard may only be considered for the following: a. For lot line shifts of parcels that are entirely within slopes of twenty five percent (25%) or greater to create a reasonable building envelope, and mountain overlay design review standards and all other city requirements are met. b. For small, isolated pockets of twenty five percent (25%) or greater that are found to be in compliance with the purposes and standards of the mountain overlay district and this section. 3. Corner lots outside of the original Ketchum Townsite shall have a property line curve or corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve an existing or future use. 4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line.

				<p>5. Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial streets or incompatible zoning districts.</p> <p>6. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public street or legal access via an easement of twenty feet (20') or greater in width. Easement shall be recorded in the office of the Blaine County recorder prior to or in conjunction with recordation of the final plat..</p>
			Staff Comments	<p>Standards 1, 4, 5, and 6 have been met.</p> <p>Standard 1 has been met—the lot and townhouse sublots sizes, widths, and depths comply with the dimensional standards for lots and townhouse sublots required in the GR-L Zone. The proposed townhome development complies with setbacks from front, rear, and side property lines required in the GR-L Zone.</p> <p>Standard 6 has been met. Each subplot has 55 feet of frontage along 2nd Avenue. Sublot 1A has 75 feet of frontage along 7th Street.</p> <p>Standard 2 is not applicable as the subdivision is not located in the floodplain, mountain overlay, or avalanche zone. Standard 3 is no applicable because subject Lot 1A is located within Ketchum Townsite.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.G	<p>G. Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</p> <ol style="list-style-type: none"> 1. No block shall be longer than one thousand two hundred feet (1,200'), nor less than four hundred feet (400') between the street intersections, and shall have sufficient depth to provide for two (2) tiers of lots. 2. Blocks shall be laid out in such a manner as to comply with the lot requirements. 3. The layout of blocks shall take into consideration the natural topography of the land to promote access within the subdivision and minimize cuts and fills for roads and minimize adverse impact on environment, watercourses and topographical features. 4. Except in the original Ketchum Townsite, corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.
			Staff Comments	N/A. No new blocks are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.1	<p>H. Street Improvement Requirements:</p> <ol style="list-style-type: none"> 1. The arrangement, character, extent, width, grade and location of all streets put in the proposed subdivision shall conform to the comprehensive plan and shall be considered in their relation to existing and planned streets, topography, public convenience and safety, and the proposed uses of the land;
			Staff Comments	N/A. The townhome development is an infill project within an existing subdivision. No new streets are proposed.

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.2	2. All streets shall be constructed to meet or exceed the criteria and standards set forth in chapter 12.04 of this code, and all other applicable ordinances, resolutions or regulations of the city or any other governmental entity having jurisdiction, now existing or adopted, amended or codified;
			Staff Comments	This proposal does not create a new street. This standard is not applicable.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.3	3. Where a subdivision abuts or contains an existing or proposed arterial street, railroad or limited access highway right of way, the council may require a frontage street, planting strip, or similar design features;
			Staff Comments	N/A. No street frontage improvements like planting strips are required.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.4	4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods;
			Staff Comments	N/A. This proposal does not create a new street. This standard is not applicable.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.5	5. Street grades shall not be less than three-tenths percent (0.3%) and not more than seven percent (7%) so as to provide safe movement of traffic and emergency vehicles in all weather and to provide for adequate drainage and snow plowing;
			Staff Comments	N/A. This proposal does not create a new street. This standard is not applicable.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.6	6. In general, partial dedications shall not be permitted, however, the council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the council finds it practical to require the dedication of the remainder of the right of way when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right of way shall be dedicated;
			Staff Comments	N/A. This proposal does not create a new street. This standard is not applicable.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.7	7. Dead end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property. When such a dead end street serves more than two (2) lots, a temporary turnaround easement shall be provided, which easement shall revert to the adjacent lots when the street is extended;
			Staff Comments	N/A. This proposal does not create a new dead-end street. This standard is not applicable.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.8	8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the development of the subdivision, and provided, that no such street shall have a maximum length greater than four hundred feet (400') from entrance to center of turnaround, and all cul-de-sacs shall have a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line;
			Staff Comments	N/A. The townhouse sublots are within an existing subdivision. No new streets are proposed. This standard is not applicable.

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.9	9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);
			Staff Comments	N/A. No new streets are proposed with this townhome development.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.10	10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets;
			Staff Comments	N/A. No new streets are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.11	11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;
			Staff Comments	N/A. No new streets are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.12	12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;
			Staff Comments	N/A. The townhome development is an infill project within a residential neighborhood served by existing streets. No new streets are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.13	13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the County Assessor's office before submitting same to council for preliminary plat approval;
			Staff Comments	N/A. The townhome development is an infill project within a residential neighborhood served by existing streets. No new streets are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.14	14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;
			Staff Comments	N/A. The townhome development is an infill project within a residential neighborhood served by existing streets. No new streets are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.15	15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets;
			Staff Comments	N/A. The townhome development is an infill project within a residential neighborhood served by existing streets. No new streets are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.16	16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider;
			Staff Comments	N/A.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.17	17. In general, the centerline of a street shall coincide with the centerline of the street right of way, and all crosswalk markings shall be installed by the subdivider as a required improvement;
			Staff Comments	N/A. The townhome development is an infill project within a residential neighborhood served by existing streets. No new streets are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.18	18. Street lighting shall be required consistent with adopted city standards and where designated shall be installed by the subdivider as a requirement improvement;

			Staff Comments	N/A. The townhome development is an infill project within a residential neighborhood served by existing streets. No new streets are proposed and no sidewalks are required to be installed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.19	19. Private streets may be allowed upon recommendation by the commission and approval by the Council. Private streets shall be constructed to meet the design standards specified in subsection H2 of this section and chapter 12.04 of this code;
			Staff Comments	N/A. The townhome development is an infill project within a residential neighborhood served by existing streets. No new private streets are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.20	20. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the Administrator and shall be consistent with the type and design of existing street signs elsewhere in the City;
			Staff Comments	N/A. The townhome development is an infill project within a residential neighborhood served by existing streets. No new streets are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.21	21. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which will require construction of a new bridge or improvement of an existing bridge, such construction or improvement shall be a required improvement by the subdivider. Such construction or improvement shall be in accordance with adopted standard specifications;
			Staff Comments	N/A. This proposal does not require construction of a new bridge or impact any existing bridges.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.22	22. Sidewalks, curbs and gutters shall be required consistent with adopted city standards and where designated shall be a required improvement installed by the subdivider;
			Staff Comments	While the Crossbuck McNee Townhomes project qualifies as a substantial improvement, sidewalks are not required to be installed within this residential neighborhood. The applicant shall improve the right-of-way (ROW) adjacent to the front property line along 7 th Street to City ROW standards for residential roadways. The required right-of-way improvements are indicated on Sheet C2 of the project plans. Material shall be pervious/permeable to allow drainage. Surface must allow for vehicle parking and be consistent along the entire property frontage. Material within the first eight (8) feet from edge of asphalt shall be distinct from driveway and rest of property in order to visually appear to be available for parking. Grading and drainage improvements must meet the following standards: minimum 5% slope, no obstructions, such as boulders or berms, no buried irrigation systems within the first eight (8) from the edge of asphalt, and no subsurface irrigation lines are permitted beyond the first eight (8) feet, however popup heads are not permitted anywhere in the ROW. No live plant material within the first eight (8) feet from edge of asphalt. Low ground cover plant material, such as turf grass, is permitted beyond the first eight (8) feet. Drought-tolerant species is preferred.

				Final civil drawings for all associated ROW improvements shall be submitted with the building permit application to be reviewed and approved by the City Engineer and Streets Department prior to issuance of a building permit for the project. See Table 1 for comments and conditions from the City Engineer & Streets Department.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.23	23. Gates are prohibited on private roads and parking access/entranceways, private driveways accessing more than one single-family dwelling unit and one accessory dwelling unit, and public rights-of-way unless approved by the City Council; and Staff Comments No gates are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.24	24. No new public or private streets or flag lots associated with a proposed subdivision (land, planned unit development, townhouse, condominium) are permitted to be developed on parcels within the Avalanche Zone Staff Comments N/A. The townhouse sublots are not located within the Avalanche Zone.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.I	I. Alley Improvement Requirements: Alleys shall be provided in, commercial and light industrial zoning districts. The width of an alley shall be not less than twenty feet (20'). Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. Dead end alleys shall be permitted only within the original Ketchum Townsite and only after due consideration of the interests of the owners of property adjacent to the dead end alley including, but not limited to, the provision of fire protection, snow removal and trash collection services to such properties. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in subsection H2 of this section. Staff Comments N/A. The townhouse sublots are located in a residential neighborhood within the City's GR-L Zone and do not abut an alley.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.J.1	J. Required Easements: Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands. 1. A public utility easement at least ten feet (10') in width shall be required within the street right-of-way boundaries of all private streets. A public utility easement at least five feet (5') in width shall be required within property boundaries adjacent to Warm Springs Road and within any other property boundary as determined by the City Engineer to be necessary for the provision of adequate public utilities. Staff Comments N/A. These easements are not required as the project create a new street and the property is not adjacent to Warm Springs Road.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.J.2	2. Where a subdivision contains or borders on a watercourse, drainageway, channel or stream, an easement shall be required of sufficient width to contain such watercourse and provide access for private maintenance and/or reconstruction of such watercourse.

			Staff Comments	N/A as the townhouse sublots do not border a waterway.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.J.3	3. All subdivisions which border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten foot (10') fish and nature study easement along the riverbank. Furthermore, the Council shall require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's access. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the Council may require an extension of that easement along the portion of the riverbank which runs through the proposed subdivision.
			Staff Comments	N/A as the townhouse sublots do not border a waterway.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.J.4	4. All subdivisions which border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a twenty five foot (25') scenic easement upon which no permanent structure shall be built in order to protect the natural vegetation and wildlife along the riverbank and to protect structures from damage or loss due to riverbank erosion.
			Staff Comments	N/A as the townhouse sublots do not border a waterway.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.J.5	5. No ditch, pipe or structure for irrigation water or irrigation wastewater shall be constructed, rerouted or changed in the course of planning for or constructing required improvements within a proposed subdivision unless same has first been approved in writing by the ditch company or property owner holding the water rights. A written copy of such approval shall be filed as part of required improvement construction plans.
			Staff Comments	N/A. No changes to ditches, pipes, or other irrigation structures are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.J.6	6. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the City.
			Staff Comments	N/A. The townhouse sublots are within an existing residential neighborhood. The City Engineer has determined that sidewalks are not required for this project.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.K	K. Sanitary Sewage Disposal Improvements: Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum sewage treatment system as a required improvement by the subdivider. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the City Engineer, Council and Idaho Health Department prior to final plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho Department of Health and the Council may be constructed on a temporary basis until such time as connection to the public sewage system is possible. In considering such alternative provisions, the Council may require an increase in the minimum lot size and may impose any other reasonable requirements which it deems necessary to protect public health, safety and welfare.

			Staff Comments	All townhome units will connect to the municipal sewer systems. The project shall meet all requirements of the Wastewater Department.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.L	L. Water System Improvements: A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement. The subdivider shall also be required to locate and install an adequate number of fire hydrants within the proposed subdivision according to specifications and requirements of the City under the supervision of the Ketchum Fire Department and other regulatory agencies having jurisdiction. Furthermore, the central water system shall have sufficient flow for domestic use and adequate fire flow. All such water systems installed shall be looped extensions, and no dead end systems shall be permitted. All water systems shall be connected to the Municipal water system and shall meet the standards of the following agencies: Idaho Department of Public Health, Idaho Survey and Rating Bureau, District Sanitarian, Idaho State Public Utilities Commission, Idaho Department of Reclamation, and all requirements of the City.
			Staff Comments	The townhome development will connect to the municipal water system. All utilities necessary must be improved and installed at the sole expense of the applicant. Final plans will be reviewed and approved by the Utilities Department prior to issuance of a building permit for the project. See Table 1 for review comments and conditions from the Utilities Department.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.M	M. Planting Strip Improvements: Planting strips shall be required improvements. When a predominantly residential subdivision is proposed for land adjoining incompatible uses or features such as highways, railroads, commercial or light industrial districts or off street parking areas, the subdivider shall provide planting strips to screen the view of such incompatible features. The subdivider shall submit a landscaping plan for such planting strip with the preliminary plat application, and the landscaping shall be a required improvement.
			Staff Comments	N/A. The townhouse sublots are within an existing residential subdivision.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.N.1	N. Cuts, Fills, And Grading Improvements: Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts, fills, alterations of topography, streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following: 1. A preliminary soil report prepared by a qualified engineer may be required by the commission and/or Council as part of the preliminary plat application.
			Staff Comments	The project shall meet all cut, fill, and grading standards.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.N.2	2. Preliminary grading plan prepared by a civil engineer shall be submitted as part of all preliminary plat applications. Such plan shall contain the following information: a. Proposed contours at a maximum of five foot (5') contour intervals. b. Cut and fill banks in pad elevations. c. Drainage patterns.

				<p>d. Areas where trees and/or natural vegetation will be preserved.</p> <p>e. Location of all street and utility improvements including driveways to building envelopes.</p> <p>f. Any other information which may reasonably be required by the Administrator, commission or Council to adequately review the affect of the proposed improvements.</p>
			Staff Comments	The project plans include a grading plan on Sheet L2.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.N.3	3. Grading shall be designed to blend with natural landforms and to minimize the necessity of padding or terracing of building sites, excavation for foundations, and minimize the necessity of cuts and fills for streets and driveways.
			Staff Comments	The proposed grading meets these requirements.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.N.4	4. Areas within a subdivision which are not well suited for development because of existing soil conditions, steepness of slope, geology or hydrology shall be allocated for open space for the benefit of future property owners within the subdivision.
			Staff Comments	N/A. The townhome development is an infill project on a vacant lot surrounding by existing development.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.N.5	5. Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the subdivider for revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction. Until such times as such revegetation has been installed and established, the subdivider shall maintain and protect all disturbed surfaces from erosion.
			Staff Comments	The project shall meet this requirement regarding soil stabilization and revegetation.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.N.6	<p>6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply:</p> <p>a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability.</p> <p>b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by AASHO T99 (American Association of State Highway Officials) and ASTM D698 (American Standard Testing Methods).</p> <p>c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability.</p> <p>d. Fill slopes shall be no steeper than three horizontal to one vertical (3:1). Neither cut nor fill slopes shall be located on natural slopes of three to one (3:1) or steeper, or where fill slope toes out within twelve feet (12') horizontally of the top and existing or planned cut slope.</p> <p>e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet (6'), plus one-fifth (1/5) of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.</p>

			Staff Comments	The project shall meet these development standards.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.O	O. Drainage Improvements: The subdivider shall submit with the preliminary plat application such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the City on the preliminary and final plat. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. Culverts shall be required where all water or drainage courses intersect with streets, driveways or improved public easements and shall extend across and under the entire improved width including shoulders.
			Staff Comments	The drainage system must keep all storm water within the project site. Storm water is prohibited from draining onto the 7 th Street or 2 nd Avenue rights-of-way. All drainage improvements must meet city standards. Prior to issuance of a building permit for the project, the applicant shall submit a final drainage plan indicating grading, catch basins, piping, and drywells (KMC §17.96.040.C.2b & KMC §17.96.060.C.1-4) prepared by a civil engineer licensed in the state to be submitted for review and approval by the City Engineer and Streets Department. Additionally, the applicant shall submit geotechnical report with the building permit application for review by the City Engineer. As noted in the Utilities Department’s comments, all drywells must have proper separation from potable water lines. See Table 1 for City Department comments and conditions.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.P	P. Utilities: In addition to the terms mentioned in this section, all utilities including, but not limited to, electricity, natural gas, telephone and cable services shall be installed underground as a required improvement by the subdivider. Adequate provision for expansion of such services within the subdivision or to adjacent lands including installation of conduit pipe across and underneath streets shall be installed by the subdivider prior to construction of street improvements.
			Staff Comments	All utilities, including electricity, natural gas, telephone, and cable services, shall be installed underground.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.Q	Q. Off Site Improvements: Where the off site impact of a proposed subdivision is found by the commission or Council to create substantial additional traffic, improvements to alleviate that impact may be required of the subdivider prior to final plat approval, including, but not limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities.
			Staff Comments	N/A. The townhouse subdivision does not trigger off-site improvements.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.R	R. Avalanche And Mountain Overlay: All improvements and plats (land, planned unit development, townhouse, condominium) created pursuant

				to this chapter shall comply with City of Ketchum Avalanche Zone District and Mountain Overlay Zoning District requirements as set forth in Title 17 of this Code.
			Staff Comments	N/A. The townhouse sublots are not located in the Avalanche or Mountain overlay zoning districts.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.S	S. Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			Staff Comments	The applicant will install new landscaping as indicated on Sheet L-3.0 of the project plans.

STAFF RECOMMENDATION

After considering the project plans attached as Exhibit A, the applicant’s presentation, Staff’s analysis, and any public comment received, Staff recommends the Commission approve the Crossbuck McNee Townhomes Design Review (Application File No. P21-025) and recommend approval of the Crossbuck McNee Townhouse Subdivision Preliminary Plat (Application File No. P21-026) to the City Council subject to the recommended conditions of approval listed in the Staff Report.

Staff has added a recommended condition of approval that the stairs within unit A’s required setback from 2nd Avenue be removed from the project plans.

RECOMMENDED MOTIONS

“I move to approve the Crossbuck McNee Townhomes Design Review application subject to conditions 1-11.”

“I move to recommend approval of the Crossbuck McNee Townhomes Subdivision Preliminary Plat to the City Council subject to conditions 1-8.”

RECOMMENDED DESIGN REVIEW CONDITIONS OF APPROVAL

1. This Design Review approval is subject to all comments and conditions as described in Table 1 (City Department Comments, Table 2 (Findings Regarding Compliance with Zoning Code and Dimensional Standards, and Table 3 (Compliance with Design Review Standards).
2. The Crossbuck McNee Townhomes Design Review (Application File No. P21-025) approval is subject to the Townhouse Subdivision Preliminary Plat Application File No. P21-026. All associated conditions of approval shall apply to the project.
3. The applicant shall remove the stairs that encroach into townhome unit A’s required setback from 2nd Avenue.
4. This Design Review approval is based on the plans and information presented and approved at the meeting on the date noted herein. Building Permit plans for all on-site improvements must conform to the approved Design Review plans unless otherwise approved in writing by the Planning & Zoning Commission or the Administrator. Any building or site discrepancies which do not conform to the approved plans will be subject to removal.
5. The project shall comply with all governing ordinances, requirements, and regulations of the Fire Department (2018 International Fire Code and local Fire Protection Ordinance No.1217), Building Department (2018 International Residential Code and Title 15 of Ketchum Municipal

Code), Utilities Department, Street Department (Title 12 of Ketchum Municipal Code), and the City Engineer.

6. The applicant shall submit civil drawings prepared by an engineer licensed in the State of Idaho that include specifications for the project's right-of-way improvements, circulation design, utilities, and drainage improvements for final review and approval by the City Engineer, Streets Department, and Utilities Department prior to issuance of a Building Permit for the project.
7. Pursuant to Ketchum Municipal Code §17.96.090A, the term of Design Review approval shall be twelve (12) months from the date that the Findings of Fact, Conclusions of Law, and Decision are adopted by the Commission or upon appeal, the date the approval is granted by the Council subject to changes in zoning regulations. Any extensions of Design Review approval shall comply with Ketchum Municipal Code §17.96.090b.
8. All Design Review elements, including right-of-way improvements and landscaping, shall be completed prior to issuance of a Certificate of Occupancy for the townhome development.
9. All exterior lighting on the property shall comply with Ketchum Municipal Code, Chapter 17.132, Dark Skies, and shall be inspected by Planning Staff and approved prior the issuance of a Certificate of Occupancy for the townhome development.
10. Prior to issuance of a Building Permit for the project, the applicant shall submit a construction management plan that addresses each of the construction activity standards specified in Chapter 15.06 of Ketchum Municipal Code for review and approval by the Building, Planning, Streets, Utilities, and Fire departments and the City Engineer.
11. In addition to the requirements set forth in this Design Review approval, this project shall comply with all applicable local, state, and federal laws.

RECOMMENDED TOWNHOUSE SUBDIVISION PRELIMINARY PLAT CONDITIONS OF APPROVAL

1. The Crossbuck McNee Townhouse Subdivision Preliminary Plat (Application File No. P21-026) approval is subject to Design Review Application File No. P21-025. All associated conditions of approval shall apply to the project.
2. The project shall comply with all conditions and comments as specified in Table 1 (City Department Comments, Table 3 (Findings Regarding Townhouse Subdivision Requirements), and Table 4 (Findings Regarding Preliminary Plat Requirements & Subdivision Standards).
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"; and,
 - d. 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.

5. The applicant shall provide a copy of the recorded final plat to the Planning and Building Department for the official file on the application.
6. The Townhouse Declaration shall be simultaneously recorded with the Final Plat. The developer shall submit a final copy of the document to the Planning & Building Department and file such document prior to recordation of the final plat. The City will not now, nor in the future, determine the validity of the Townhouse Declaration.
7. The project shall comply with all governing ordinances, requirements, and regulations of the Fire Department (2018 International Fire Code and local Fire Protection Ordinance No.1217), Building Department (2018 International Residential Code and Title 15 of Ketchum Municipal Code), Utilities Department, Street Department (Title 12 of Ketchum Municipal Code), and the City Engineer.
8. In addition to the requirements set forth in this Townhouse Subdivision Preliminary Plat approval, this project shall comply with all applicable local, state, and federal laws.

EXHIBITS:

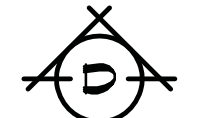
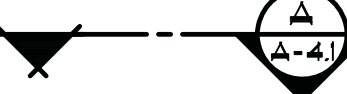

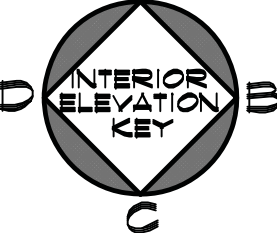
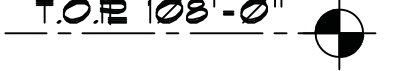





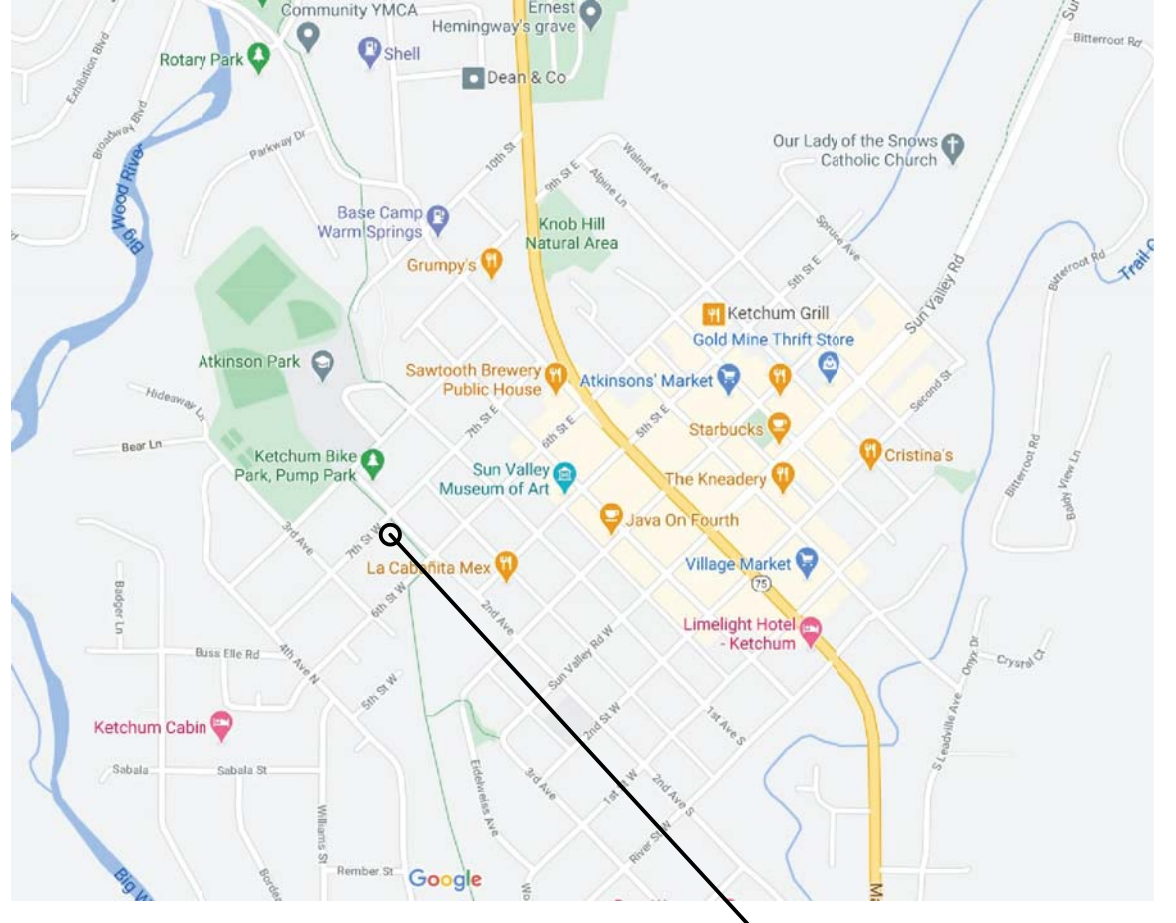
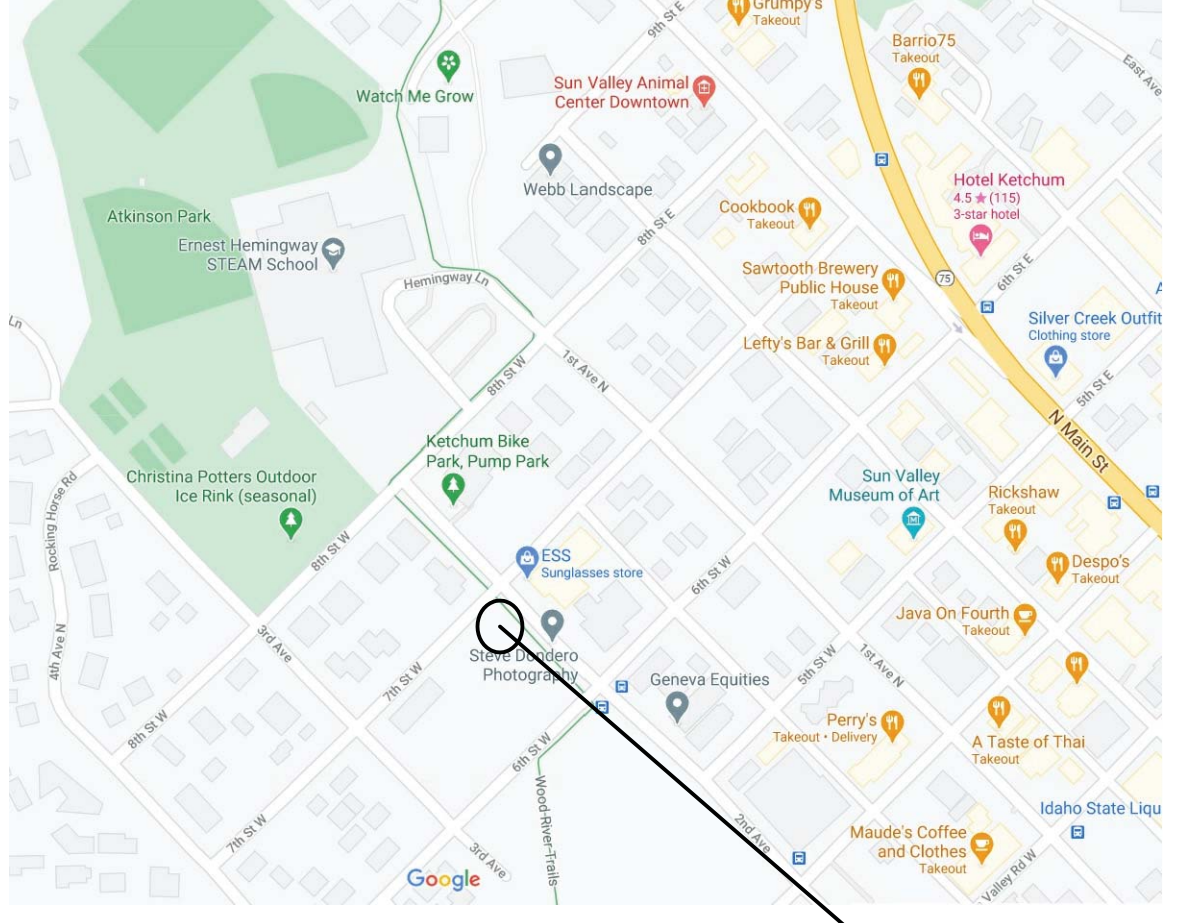
- A. Crossbuck McNee Townhomes Updated Project Plans
- B. Public Comment

Exhibit A:
Crossbuck McNee Townhomes
Updated Project Plans

CROSSBUCK TOWNHOMES II

AUGUST 16, 2021

LOT 1A BLK 67
KETCHUM, ID 83340

PROJECT TEAM	GENERAL NOTES:	CODE COMPLIANCE:	SHEET INDEX																																																						
<p>ARCHITECT: Blincoe Architecture POST OFFICE BOX 4424 KETCHUM, IDAHO 83340 (208) 720-1925</p> <p>STRUCTURAL ENGINEER: Konrad Stohler Structural Engineering 614 S. MAIN BELLEVUE, IDAHO 83913 (208) 928-7810</p> <p>LANDSCAPE ARCHITECT: Eggers Associates, P.A. P.O. BOX 953 KETCHUM, ID 83340 (208) 725-0988</p> <p>CIVIL ENGINEER: Galena Engineering, INC. 317 N. RIVER STREET HALEY, ID 83333 (208) 788-1105</p> <p>SURVEYOR: Alpine Enterprises Inc. 280 RIVER ST. E KETCHUM, ID 83340 (208) 727-1988</p>	<p>NOTE:</p> <ol style="list-style-type: none"> CONTRACTOR TO VERIFY ALL CONDITIONS AND DIMENSIONS AT SITE. ALL INCONSISTENCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT BEFORE PROCEEDING WITH WORK. ANY ERRORS OR OMISSIONS FOUND IN THESE DRAWINGS SHALL BE BROUGHT TO THE ARCHITECT'S ATTENTION IMMEDIATELY. DO NOT SCALE DRAWINGS. WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS. ALL DIMENSIONS ARE TO FACE OF STUD OR TO FACE OF FRAMING UNLESS OTHERWISE NOTED. ALL CONSTRUCTION MUST MEET OR EXCEED ALL LOCAL AND NATIONAL GOVERNING CODES AND ORDINANCES. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR SECURING AN AUTHORIZED BUILDING PERMIT AND NOTIFYING THE CITY OF KETCHUM DEPARTMENT, STATE ELECTRICAL, MECHANICAL, AND PLUMBING INSPECTORS FOR APPROPRIATE SITE INSPECTIONS. THE CONTRACTOR IS TO COORDINATE WORK TO MINIMIZE CONFLICTS WITH EXISTING LANDSCAPING TO PREVENT DAMAGE. THE CONTRACTOR IS TO COORDINATE DISPOSAL OF EXISTING WASTE, APPLICATION MATERIAL, AND TRASH. ALL MATERIAL MUST BE DISPOSED OF IN A SAFE AND PROFESSIONAL MANNER. THE UNDERTAKING OF PERIODIC SITE VISITS BY THE ARCHITECT SHALL NOT BE CONSIDERED AS SUPERVISION OF ACTUAL CONSTRUCTION, NOR MAKE HIM RESPONSIBLE FOR PROVIDING A SAFE PLACE FOR THE PERFORMANCE OF WORK BY THE CONTRACTOR, SUBCONTRACTORS, SUPPLIERS, OR THEIR EMPLOYEES. THE ARCHITECT HAS NOT BEEN COMPENSATED OR RETAINED TO PROVIDE DETAILING FOR WATERPROOFING AND ENVELOPE PENETRATIONS. ANY DEFERRED ITEMS ARE THE RESPONSIBILITY OF THE OWNER & GENERAL CONTRACTOR TO PROVIDE SPECIFICATIONS & DOCUMENTATION NEEDED FOR CONSTRUCTION. THE DOCUMENTS PROVIDED ARE BASED ON LIMITED ARCHITECTURAL SERVICE. 	<p>CODE COMPLIANCE:</p> <ol style="list-style-type: none"> MECHANICAL SYSTEMS AND VENTING TO REFLECT COMPLIANCE W/ THE 2018 INTERNATIONAL BUILDING CODE, (2018) INTERNATIONAL ENERGY CONSERVATION CODE, AND 2018 INTERNATIONAL MECHANICAL CODE. PLUMBING VENTING TO REFLECT COMPLIANCE W/ 2018 INTERNATIONAL BUILDING CODE AND (2018) INTERNATIONAL ENERGY CONSERVATION CODE. ALL ELECTRICAL SHALL CONFORM TO 2018 INTERNATIONAL BUILDING CODE, (2018) INTERNATIONAL ENERGY CONSERVATION CODE, AND 2017 NFPA 70 <p>ROOFING: * ALL ROOFING SHALL COMPLY WITH CHAPTER 18 OF THE 2018 INTERNATIONAL RESIDENTIAL CODE.</p> <p>STAIRWAYS: * ALL STAIRWAYS SHALL COMPLY WITH SECTION R301 OF THE 2018 INTERNATIONAL RESIDENTIAL CODE.</p> <p>BUILDING ENVELOPE: * SHALL COMPLY WITH SECTION 402 OF THE (2018) INTERNATIONAL ENERGY CONSERVATION CODE.</p> <p>LIGHTING EQUIPMENT: * SHALL COMPLY WITH SECTION R601 OF THE (2018) INTERNATIONAL ENERGY CONSERVATION CODE.</p> <p>ATTIC ACCESS: * SHALL COMPLY WITH SECTION 401 OF THE (2018) INTERNATIONAL ENERGY CONSERVATION CODE.</p> <p>CHIMNEYS AND FIREPLACES: * ALL CHIMNEYS AND FIREPLACES SHALL COMPLY WITH CHAPTER 18 OF THE 2018 INTERNATIONAL RESIDENTIAL CODE AND SECTION 402.4.2 OF THE (2018) INTERNATIONAL ENERGY CONSERVATION CODE.</p> <p>GLASS AND GLAZING: * SHALL COMPLY WITH SECTION R602 OF THE 2018 INTERNATIONAL RESIDENTIAL CODE.</p> <p>DUCTS: * SHALL COMPLY WITH SECTION 403 OF THE (2018) INTERNATIONAL ENERGY CONSERVATION CODE.</p> <p>CRAWLSPACE VENTING: * SHALL COMPLY WITH THE 2018 INTERNATIONAL RESIDENTIAL CODE.</p> <p>LIVING SPACE VENTILATION: * SHALL HAVE A RECOMMENDED AIR EXCHANGE OF .35 EXCHANGES PER PER HOUR. VERIFY WITH THE MECHANICAL SYSTEM.</p> <p>SOUND ISOLATION/TRANSMISSION * SHALL COMPLY WITH SECTION T20 AND SECTION I207 OF THE 2018 INTERNATIONAL BUILDING CODE.</p>	<p>SHEET INDEX</p> <p>CS COVER SHEET</p> <p>00 PRELIMINARY PLAN</p> <p>01 ROW ENCROACHMENT PLAN</p> <p>02 CROSS SECTION</p> <p>03 UTILITY PLAN</p> <p>L-1 SITE PLAN</p> <p>L-11 UTILITY PLAN</p> <p>L-12 CONSTRUCTION MANAGEMENT PLAN</p> <p>L-2 GRADING PLAN</p> <p>L-3 LANDSCAPE PLAN</p> <p>BUILDING "A"</p> <p>A-1A BASEMENT/MAIN LEVEL FLOOR PLAN</p> <p>A-2A UPPER LEVEL FLOOR PLAN/ROOF PLAN</p> <p>A-3A BUILDING SECTIONS</p> <p>A-4A EXTERIOR ELEVATIONS</p> <p>A-5A EXTERIOR ELEVATIONS</p> <p>BUILDING "B"</p> <p>A-1B BASEMENT LEVEL/MAIN LEVEL PLAN</p> <p>A-2B UPPER LEVEL FLOOR/ROOF PLAN</p> <p>A-3B BUILDING SECTIONS</p> <p>A-4B EXTERIOR ELEVATIONS</p> <p>A-5B EXTERIOR ELEVATIONS</p> <p>MB MATERIAL BOARD</p> <p>PS EXTERIOR PERSPECTIVES</p>																																																						
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Blincoe Architecture

UP/S/REG.
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Ketchum, Idaho 83340
Tel: 208-720-1925
Email: info@blincoearchitecture.com

BA




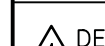

LICENSED ARCHITECT
AR 984802

CHAD E. BLINCOE
STATE OF IDAHO

CROSSBUCK TOWNHOMES II

LOT 1A BLK 67
KETCHUM, ID 83340

DESIGN REVIEW SET-REVISED
NOT FOR CONSTRUCTION

JOB #:	008.20
PLOT DATE:	8/17/21
DESIGN REVIEW:	3/4/21
PERMIT:	
CONSTRUCTION:	
REVISIONS:	
	DESIGN REVIEW 3/4/21
	DESIGN REVIEW UPDATE 4/6/21
	PERMIT SET 4/16/21
	DESIGN REVIEW SET-RVSD 6/21/21
	DESIGN REVIEW SET-RVSD 8/16/21

OWNERSHIP OF DOCUMENTS: This Drawing and specifications are instruments of service and are the property of the Architect, Blincoe Architecture and is not to be used, in whole or in part, for any other project without written authorization.

2ND AVENUE

Existing Curb And Gutter

Existing Bike Path

Edge Of Asphalt

General Notes

1. Base map information taken from survey by Alpine Enterprises dated 04/20/20 and from on-site information. Architectural information provided by Blincoe Architecture dated 08/10/21. Contractor shall verify conditions in the field prior to construction.
2. Landscape architect is not responsible for any deviation from these plans, unless such changes are authorized by the landscape architect in writing.
3. All existing utilities are underground. All new utilities shall be underground.
4. Site serviced by City of Ketchum.

Plan Legend

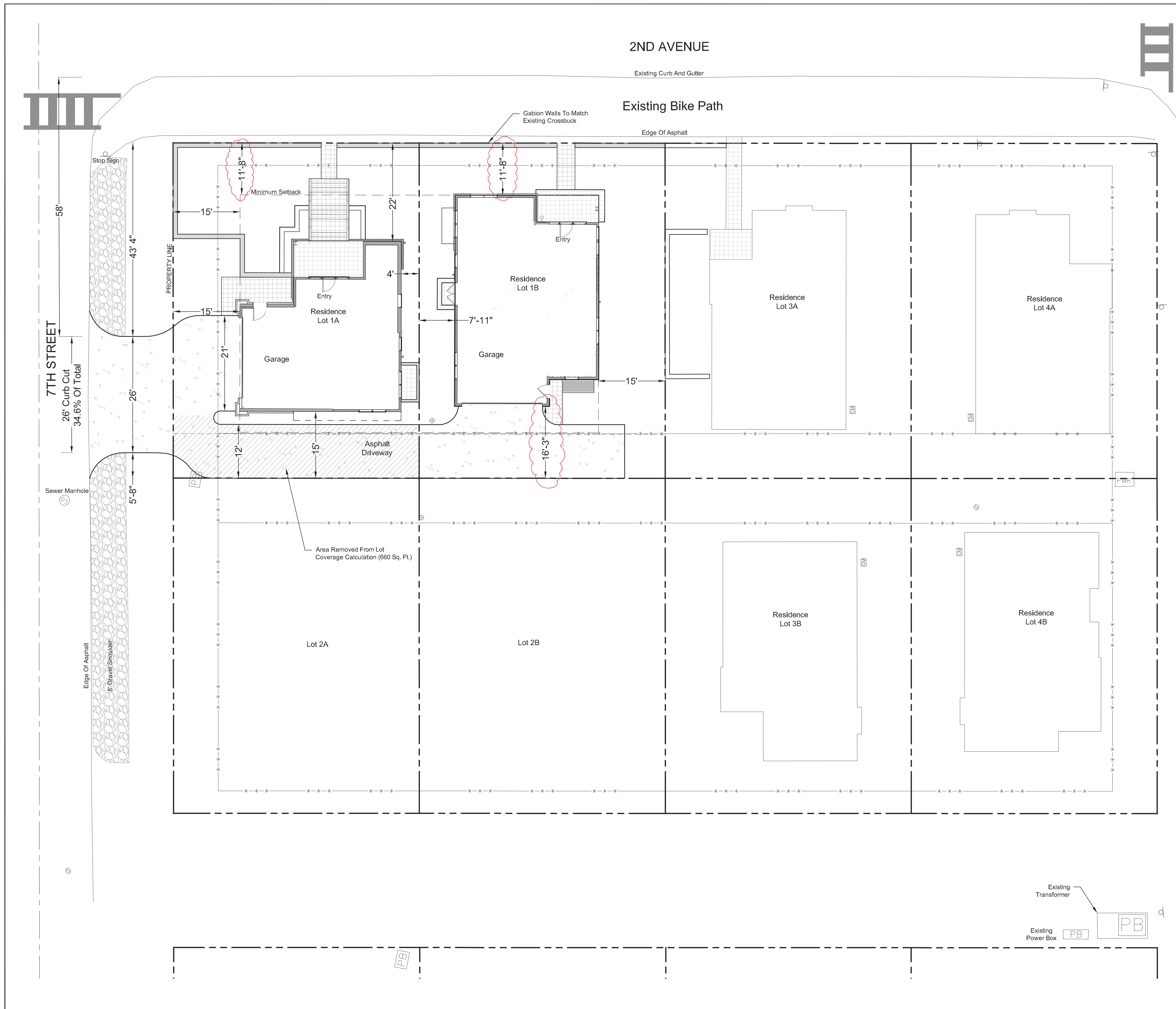
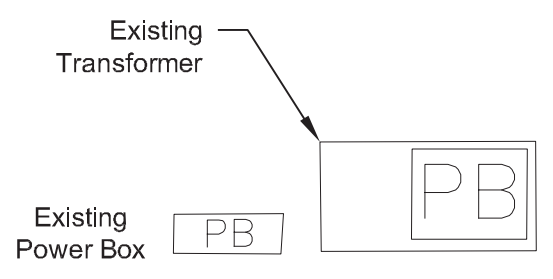
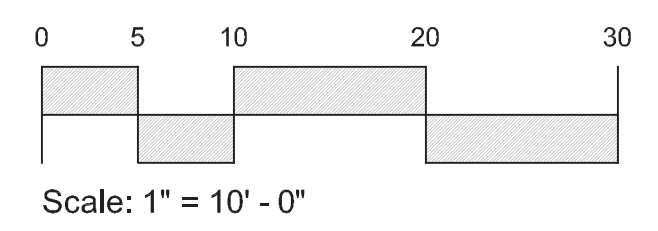
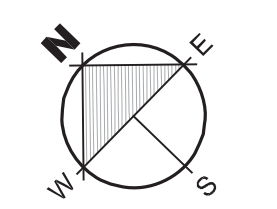
	Property Line
	Minimum Setback
	Public Utility Easement
	Utilities
	Sewer Manhole
	Water Meter
	Pavers
	Asphalt

Notes:

- 1) See Civil Plans For All Work In Right Of Way
- 2) See Civil Plans For Water And Sewer Design

Building Coverage Calculations

Zoning GR-L	
Total Lot Size	8,240 sq./ft. (.19 Ac.)
	-660 sq./ft. (.015 Ac.)
	7,580 sq./ft.
Total Building Coverage	2,651 sq./ft. (.06 Ac.)
TOTAL BUILDING COVERAGE = 34.9%	



Crossbuck McNee
Lot 1 A Block 67
Ketchum, Idaho

Job No: 21.01

Scale: 1" = 10'-0"

Issue/Revisions: Date:

Design Review	02/16/21
RVSD	04/06/21
Building Permit	04/16/21
RVSD	06/23/21
RVSD	08/16/21

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Sheet Title:
Site Plan

Sheet No:
L1.0

Issue/Revisions:	Date:
Design Review	02/16/21
RVSD	04/06/21
Building Permit	04/16/21
RVSD	06/23/21
RVSD	08/16/21

2ND AVENUE

Existing Curb And Gutter

Existing Bike Path

Edge Of Asphalt

General Notes

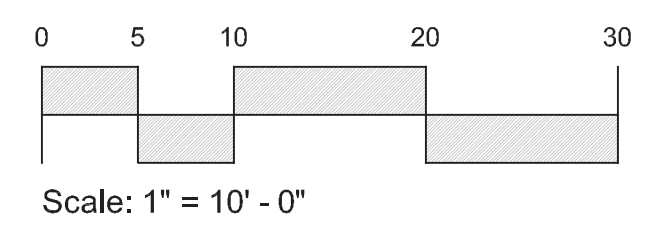
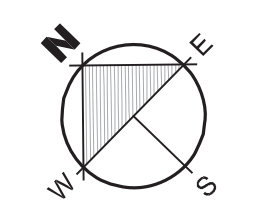
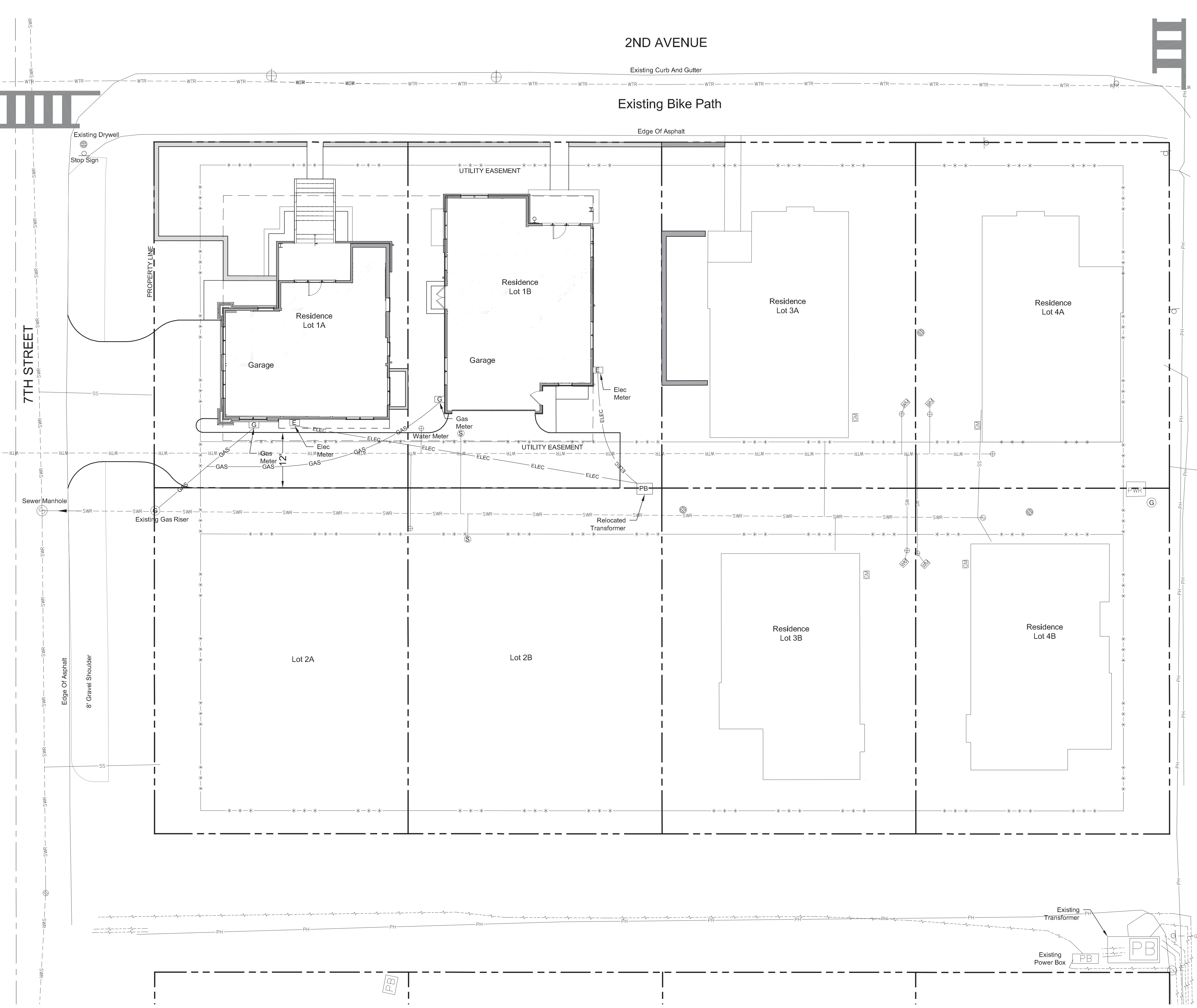
1. Base map information taken from survey by Alpine Enterprises dated 04/20/20 and from on-site information. Architectural information provided by Blincoe Architecture dated 08/10/21. Contractor shall verify conditions in the field prior to construction.
2. Landscape architect is not responsible for any deviation from these plans, unless such changes are authorized by the landscape architect in writing.
3. All existing utilities are underground. All new utilities shall be underground.
4. Site serviced by City of Ketchum.

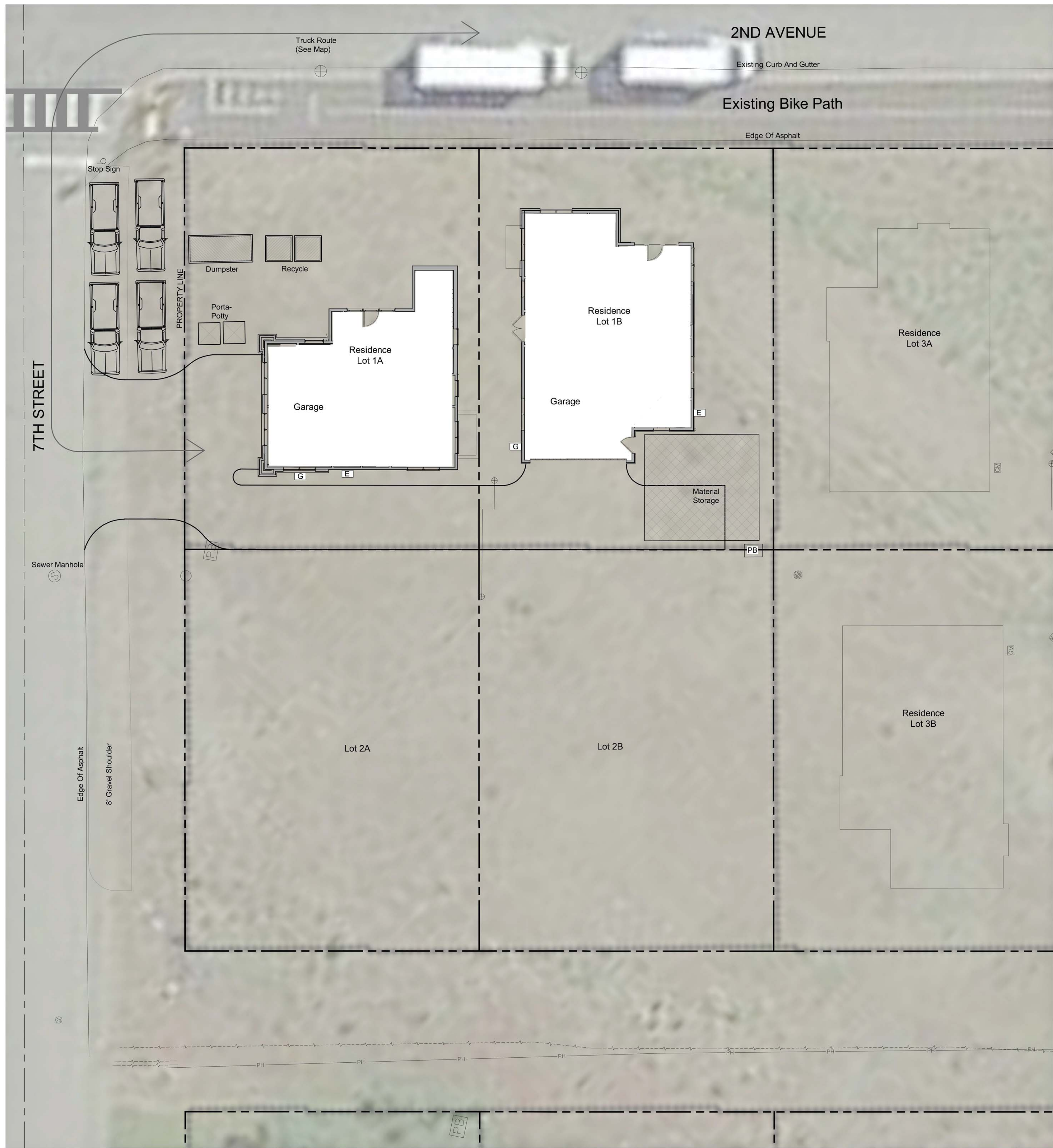
Plan Legend

	Property Line
	Water Main
	Sewer Main
	Underground Power Line
	Electric Line
	Gas Main
	Gas Line
	Public Utility Easement
	Sewer Manhole
	Water Line Stub
	Fire Hydrant
	Drywell
	Utilities
	Utilities
	Proposed Wall

Notes:

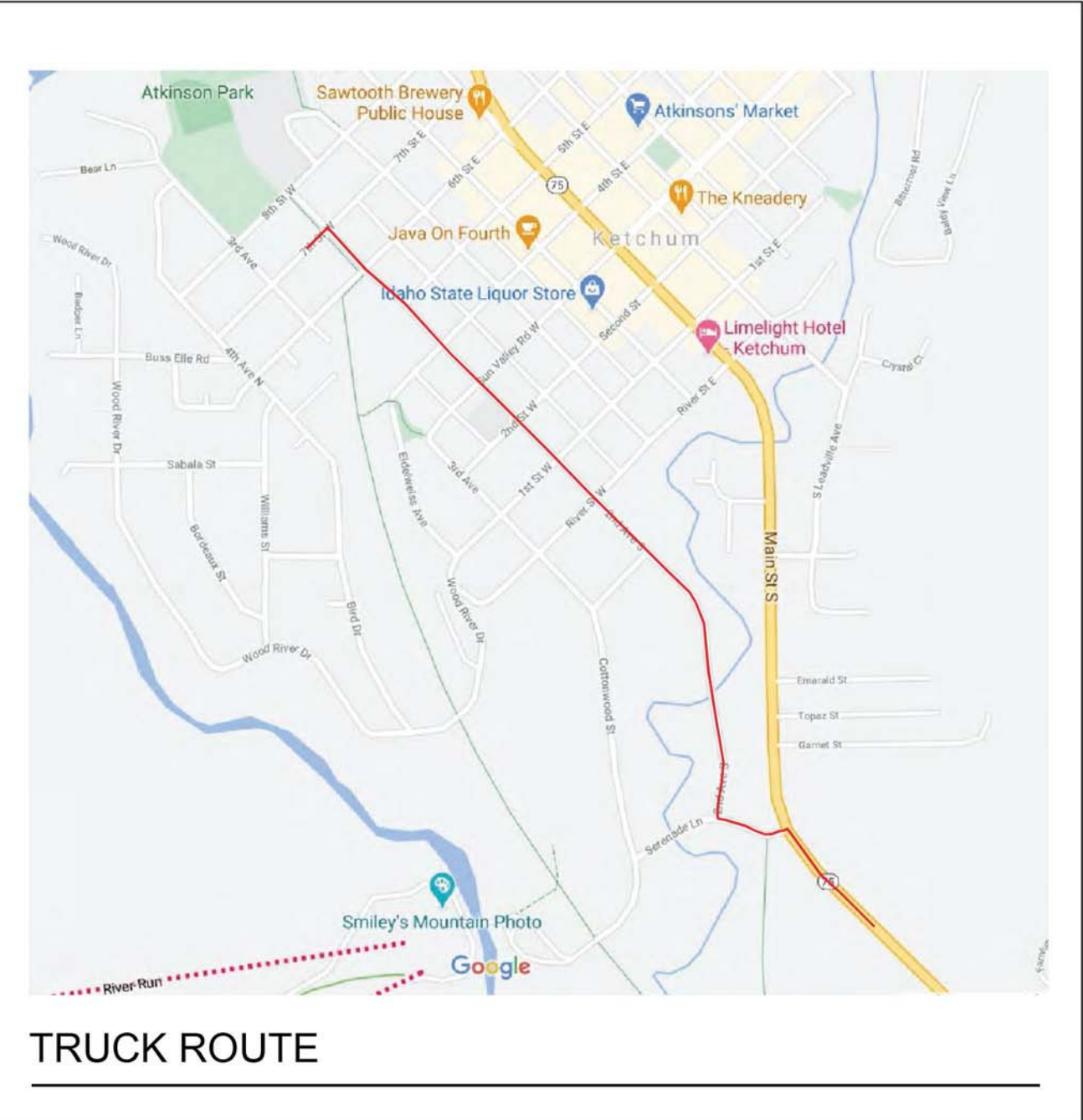
- 1) See Civil Plans For All Work In Right Of Way
- 2) See Civil Plans For Water And Sewer Design





General Notes

1. Base map information taken from survey by Alpine Enterprises dated 04/20/20 and from on-site information. Architectural information provided by Blincoe Architecture dated 08/10/21. Contractor shall verify conditions in the field prior to construction.
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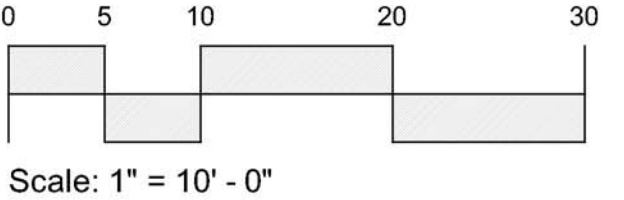
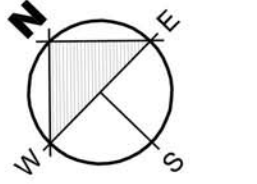


Plan Legend

---	Property Line
---WTR---	Water Main
---SWR---	Sewer Main
---	Underground Power Line
---ELEC---	Electric Line
---	Gas Main
---	Gas Line
---	Public Utility Easement
⊙	Sewer Manhole
⊗	Water Line Stub
⊕	Fire Hydrant
⊖	Drywell
PB	Utilities
G	Utilities
---	Proposed Wall

Notes:

- 1) See Civil Plans For All Work In Right Of Way
- 2) See Civil Plans For Water And Sewer Design



Crossbuck
McNee

EGGERS ASSOCIATES, P.A.
Landscape Architecture
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F: (208) 725-0972
P.O. Box 955
Ketchum, ID 83340

Crossbuck McNee
Lot 1A Block 67
Ketchum, Idaho

Job No: 21.01

Scale: 1" = 10'-0"

Issue/Revisions:	Date:
Design Review	02/16/21
RVSD	04/06/21
Building Permit	04/16/21
RVSD	06/23/21
RVSD	08/16/21

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Sheet Title:
Construction
Management

Sheet No:
L1.2

Issue/Revisions	Date
Design Review	02/16/21
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Building Permit	04/16/21
RVSD	06/23/21
RVSD	08/16/21

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2ND AVENUE

Existing Bike Path

7TH STREET

Edge Of Asphalt

Existing Gabion Wall

Existing Gabion Wall

Existing Gabion Wall

Existing Gabion Wall

Existing Gabion Wall

Existing Gabion Wall

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Existing Gabion Wall

Existing Gabion Wall

Existing Gabion Wall

2ND AVENUE

Existing Curb And Gutter

Existing Bike Path

Edge Of Asphalt

7TH STREET

Landscape Plan Notes

1. All Disturbed areas shall be revegetated and irrigated with an automatic underground sprinkler system.
2. All planting beds to have 3" cover of bark or compost mulch.
3. Trees shown at approximately 2/3 mature diameter.
4. All utilities are underground and shall be located prior to any work.

Plan Legend

- Property Line
- Existing Contour
- Proposed Contour
- Proposed Wall
- Utilities
- Pavers
- Landscape Drywell
- Snow Storage

Plant Legend

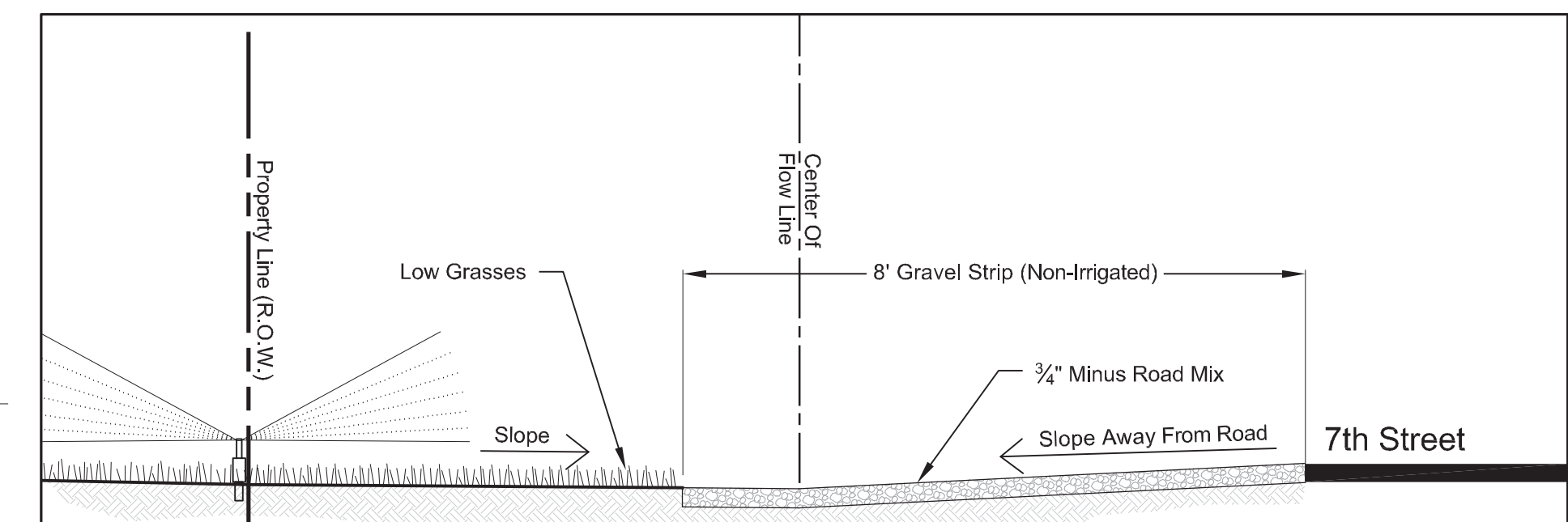
Symbol	Qty.	Description	Size
	8	Conifer Trees TBD	12' & 14'
	7	Deciduous Trees Flowering Crab	3" Cal.
	32	Deciduous Shrubs Various	1 gal.
	3,200 Sq. Ft	Grasses Lawn Mix	Sod
	1,200 Sq. Ft	Natural Grasses Cabin Mix	Hydroseed

Snow Storage

Driveway Area:	2,000 sq ft
	x .30%
Required Area:	600 sq ft
Snow Storage Provided:	600 sq ft

Notes:

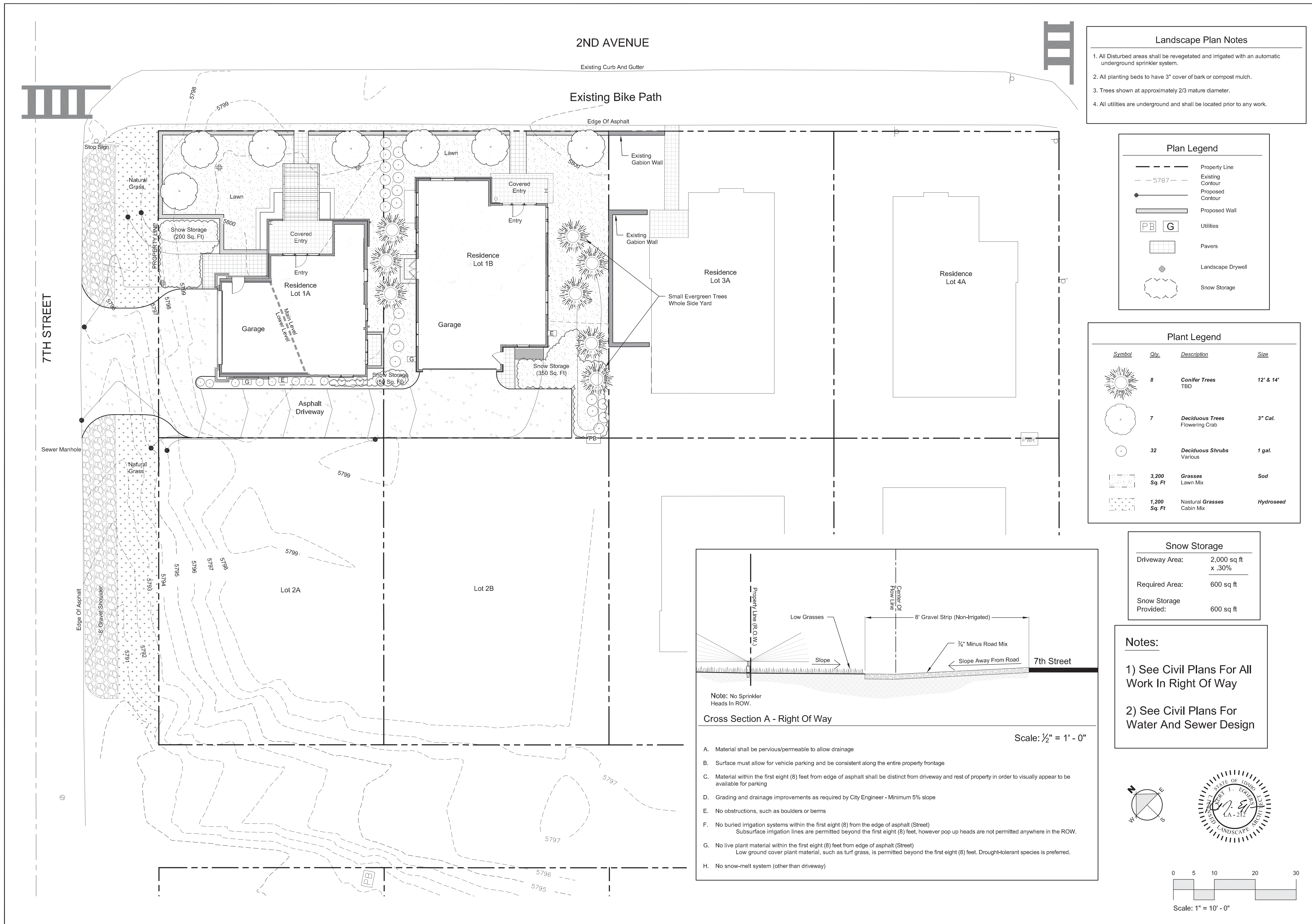
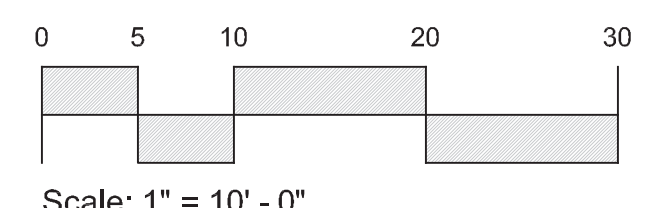
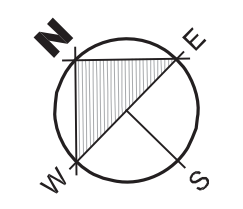
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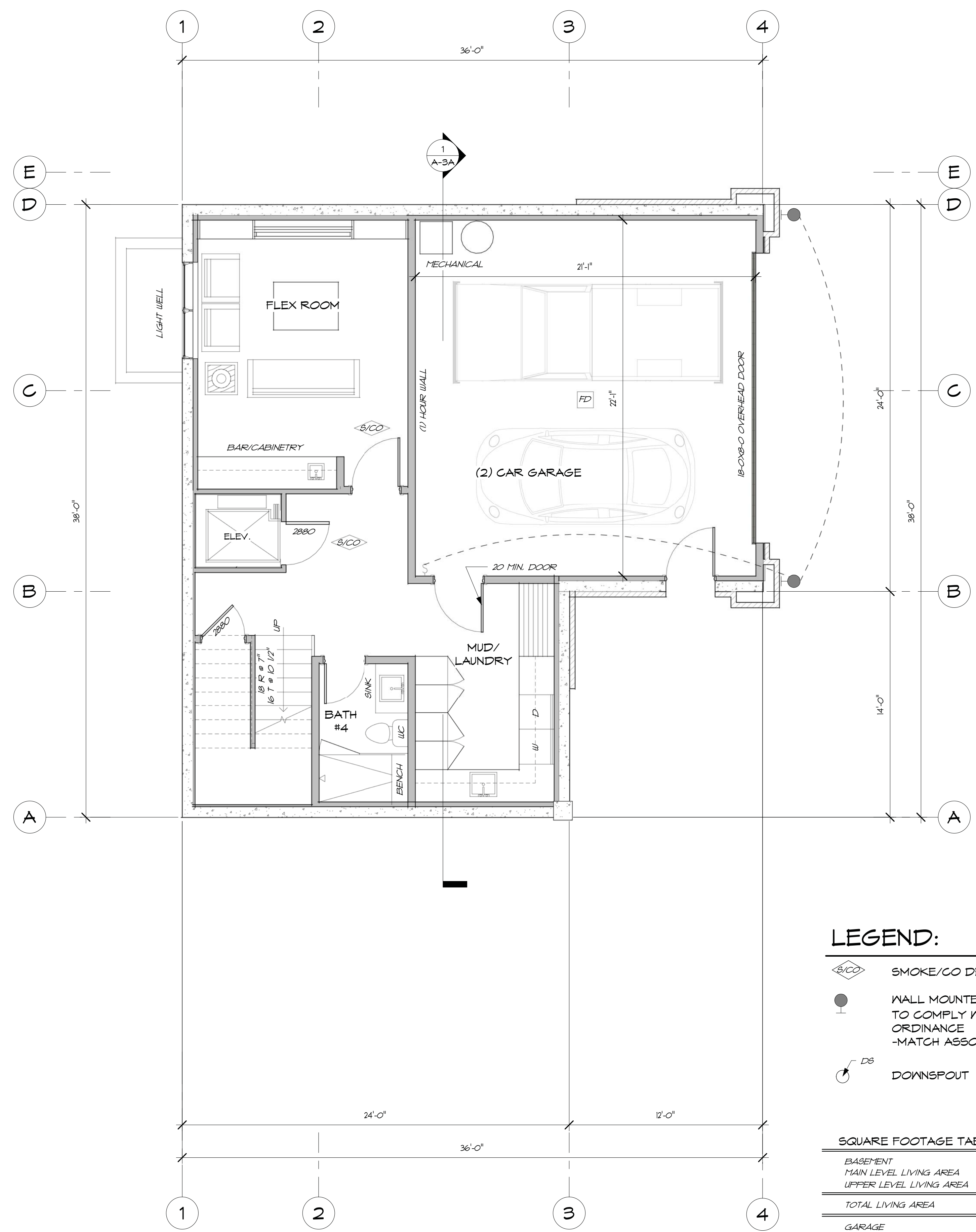


Cross Section A - Right Of Way

Scale: 1/2" = 1' - 0"

- A. Material shall be pervious/permeable to allow drainage
- B. Surface must allow for vehicle parking and be consistent along the entire property frontage
- C. Material within the first eight (8) feet from edge of asphalt shall be distinct from driveway and rest of property in order to visually appear to be available for parking
- D. Grading and drainage improvements as required by City Engineer - Minimum 5% slope
- E. No obstructions, such as boulders or berms
- F. No buried irrigation systems within the first eight (8) from the edge of asphalt (Street)
Subsurface irrigation lines are permitted beyond the first eight (8) feet, however pop up heads are not permitted anywhere in the ROW.
- G. No live plant material within the first eight (8) feet from edge of asphalt (Street)
Low ground cover plant material, such as turf grass, is permitted beyond the first eight (8) feet. Drought-tolerant species is preferred.
- H. No snow-melt system (other than driveway)

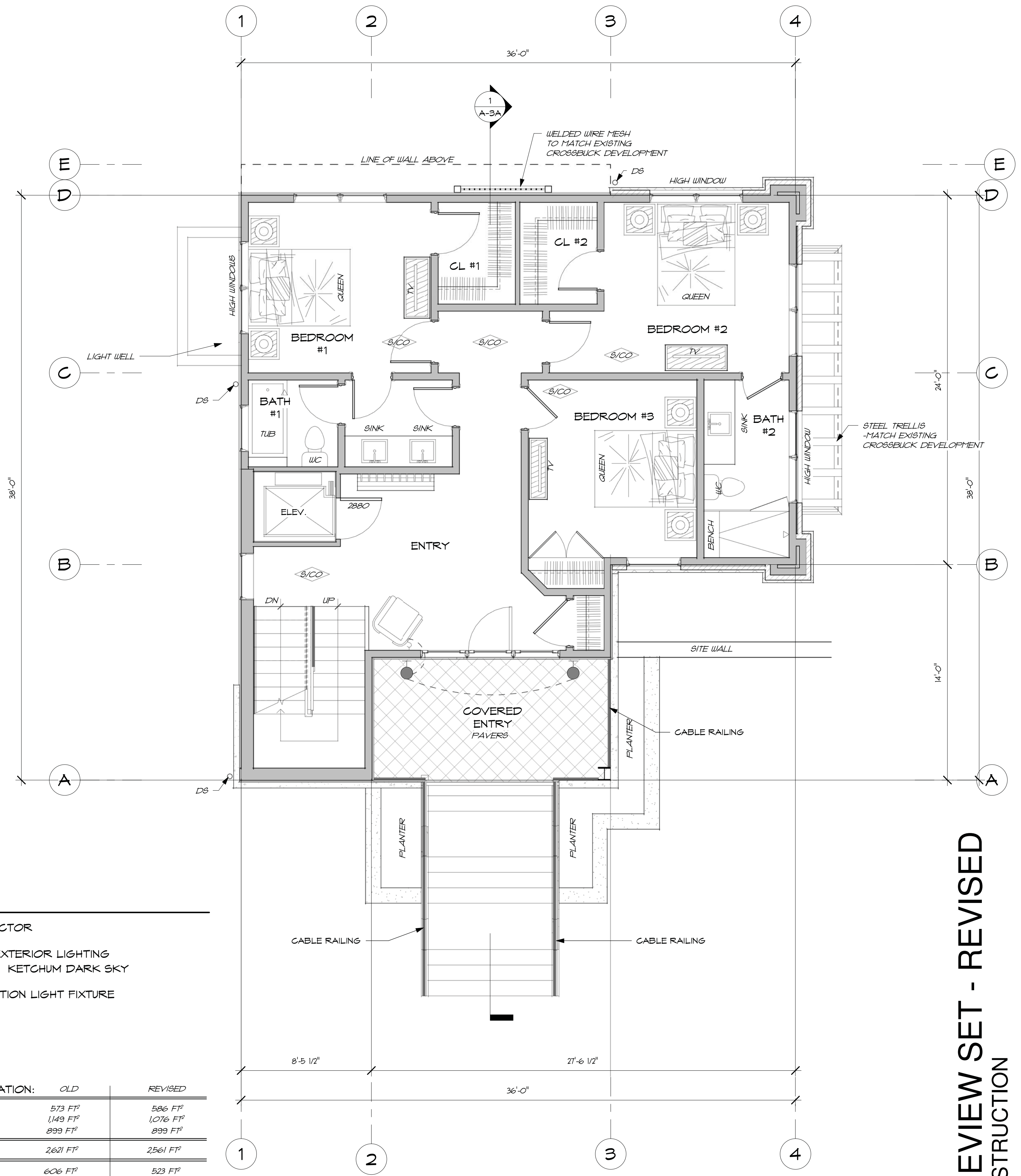




1
A-1A 1/4" = 1'-0"
BASEMENT LEVEL (UNIT A)

- LEGEND:**
- SMOKE/CO DETECTOR
 - WALL MOUNTED EXTERIOR LIGHTING TO COMPLY WITH KETCHUM DARK SKY ORDINANCE -MATCH ASSOCIATION LIGHT FIXTURE
 - DOWNSPOUT

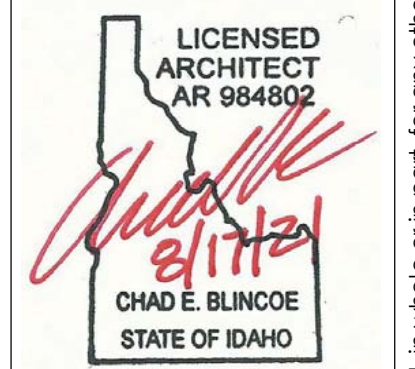
SQUARE FOOTAGE TABULATION:	OLD	REVISED
BASEMENT	573 FF	586 FF
MAIN LEVEL LIVING AREA	1,149 FF	1,076 FF
UPPER LEVEL LIVING AREA	899 FF	899 FF
TOTAL LIVING AREA	2,621 FF	2,561 FF
GARAGE	606 FF	523 FF
TOTAL:	3,227 FF	3,084 FF
BUILDING FOOTPRINT	1,320 FF	1,248 FF



2
A-1A 1/4" = 1'-0"
MAIN LEVEL FLOOR PLAN (UNIT A)

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Blincoe Architecture
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Ketchum, Idaho 83340
Tel.: 208-720-1325
info@BlincoeArchitecture.com

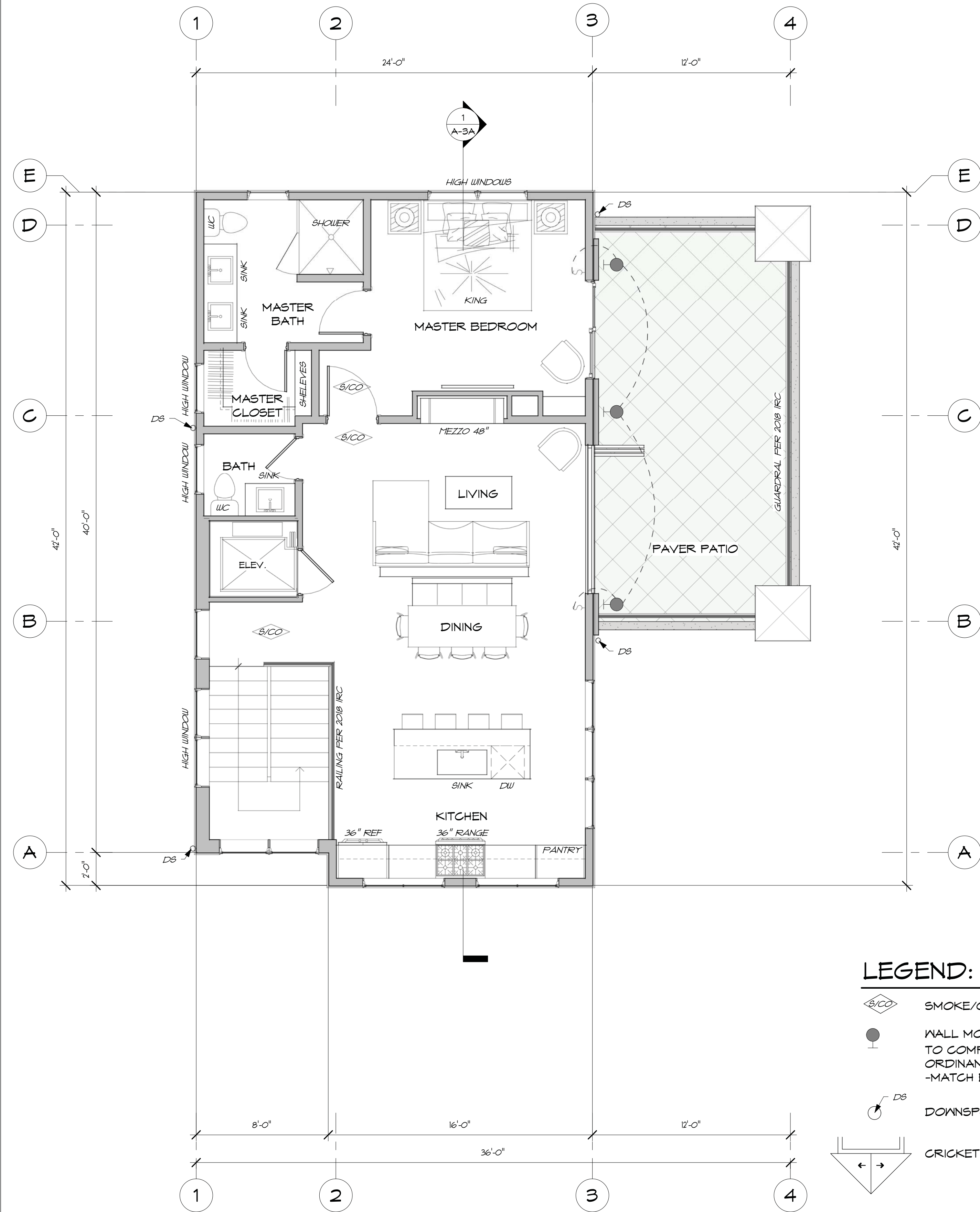


CROSSBUCK TOWNHOMES II
7th STREET
KETCHUM, ID 83340

JOB #:	008.20
PLOT DATE:	8/17/21
DESIGN REVIEW:	3/4/21
PERMIT:	4/16/21
CONSTRUCTION:	
SUBMISSIONS/REVIEWS:	
DESIGN REVIEW	3/4/21
DESIGN REVIEW UPDATE	4/6/21
PERMIT SET	4/16/21
DESIGN REVIEW-RVSD	6/21/21
DESIGN REVIEW-RVSD	8/16/21

A-1A

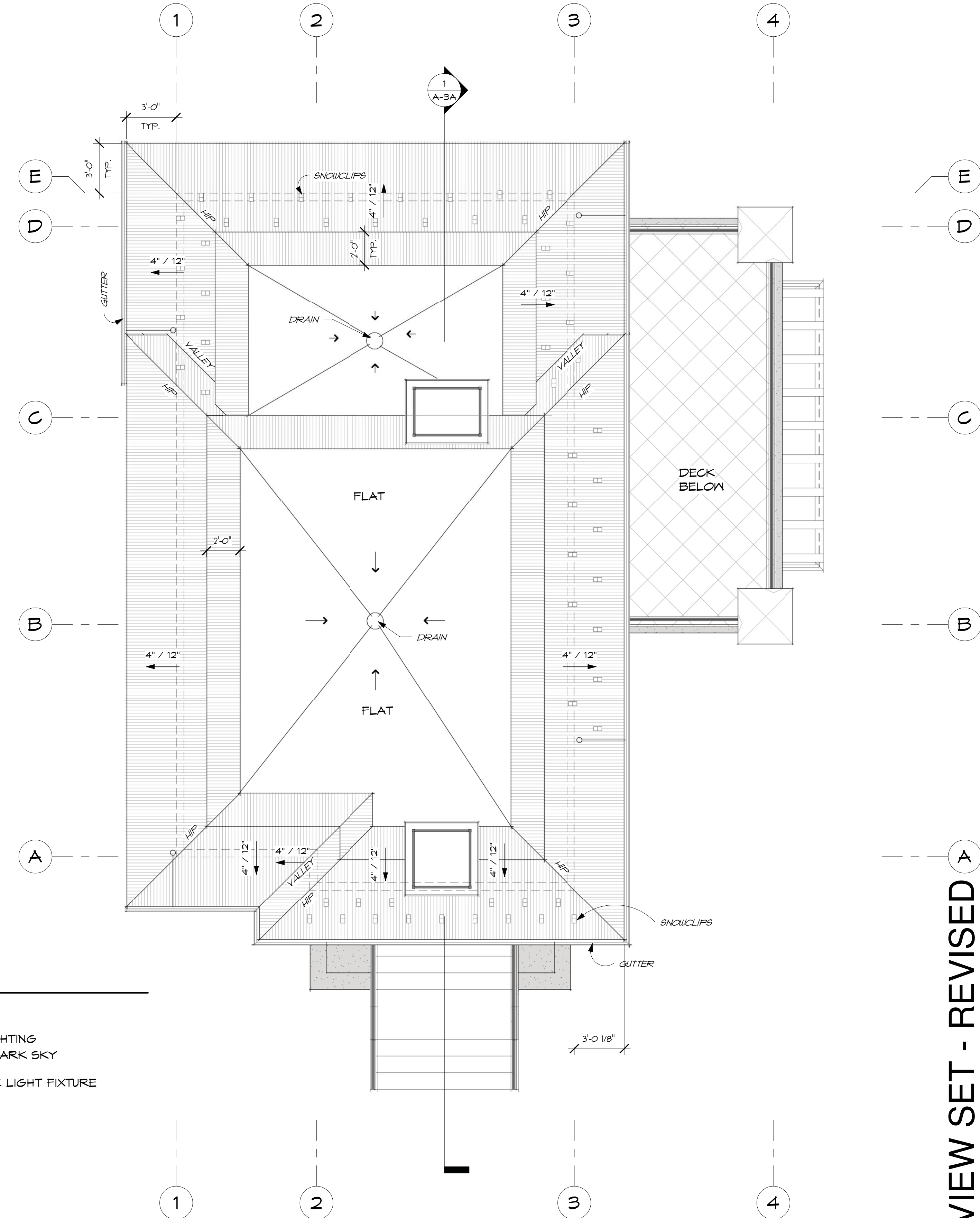
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1 UPPER LEVEL FLOOR PLAN (UNIT A)
 A-2A 1/4" = 1'-0"

LEGEND:

- SMOKE/CO DETECTOR
- WALL MOUNTED EXTERIOR LIGHTING
TO COMPLY WITH KETCHUM DARK SKY
ORDINANCE
-MATCH EXISTING CROSSBUCK LIGHT FIXTURE
- DOWNSPOUT
- CRICKET
- ROOF DRAIN W/ INTEGRAL OVERFLOW
-DAYLIGHT TO ENTRY



2 ROOF PLAN (UNIT A)
 A-2A 1/4" = 1'-0"

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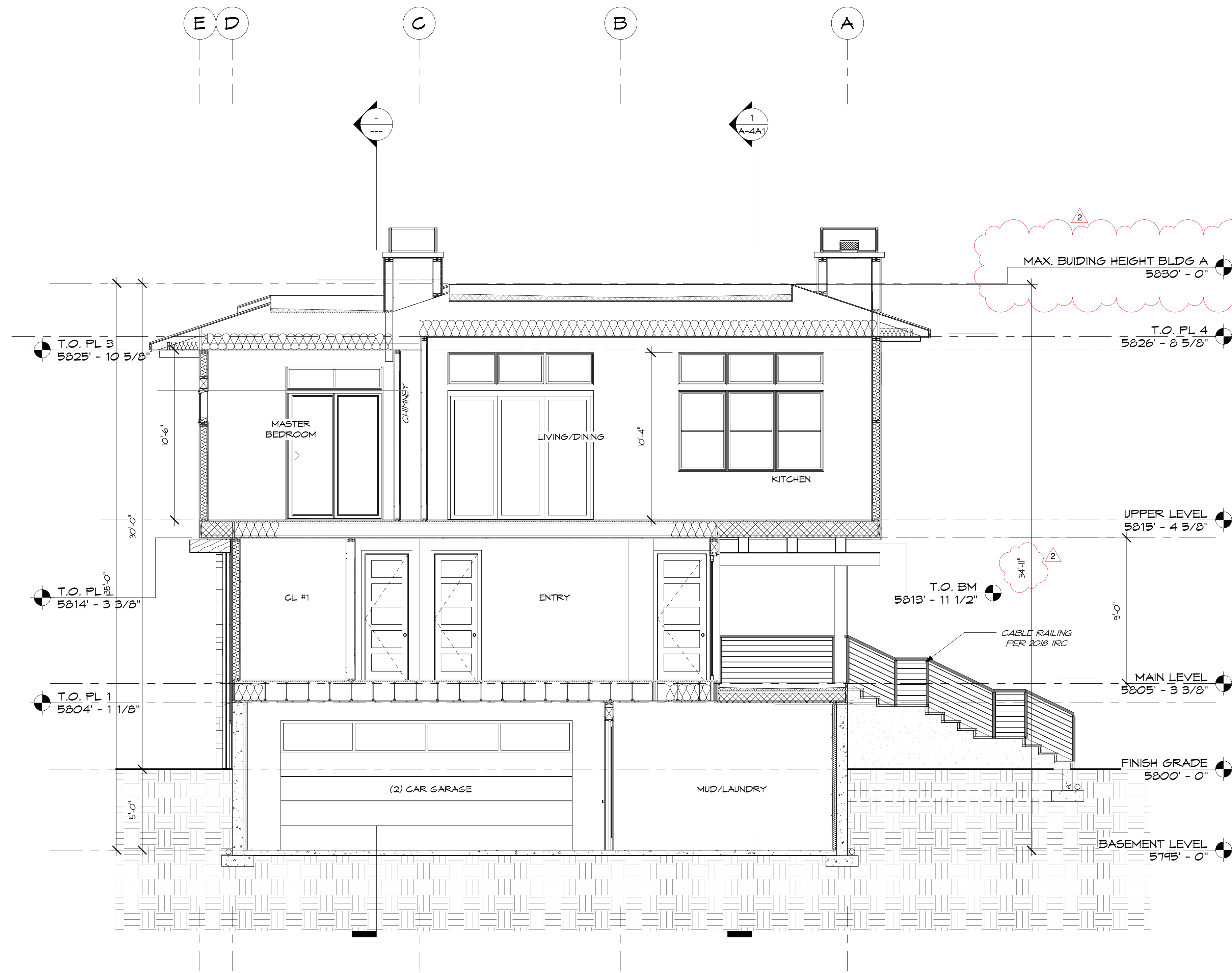
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 STATE OF IDAHO

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 7th STREET
 KETCHUM, ID 83340

JOB #:	008.20
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A-2A

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NOTE:
BUILDING OFFSET PER ILLUSTRATION B

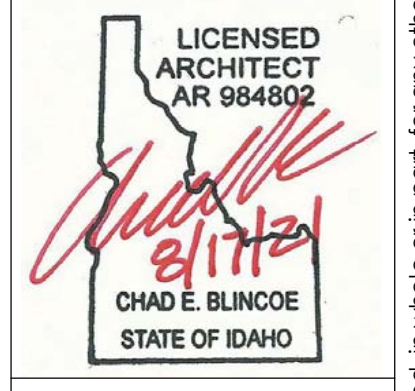
1 BUILDING A SECTION 1
A-3A 1/4" = 1'-0"

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A-3A

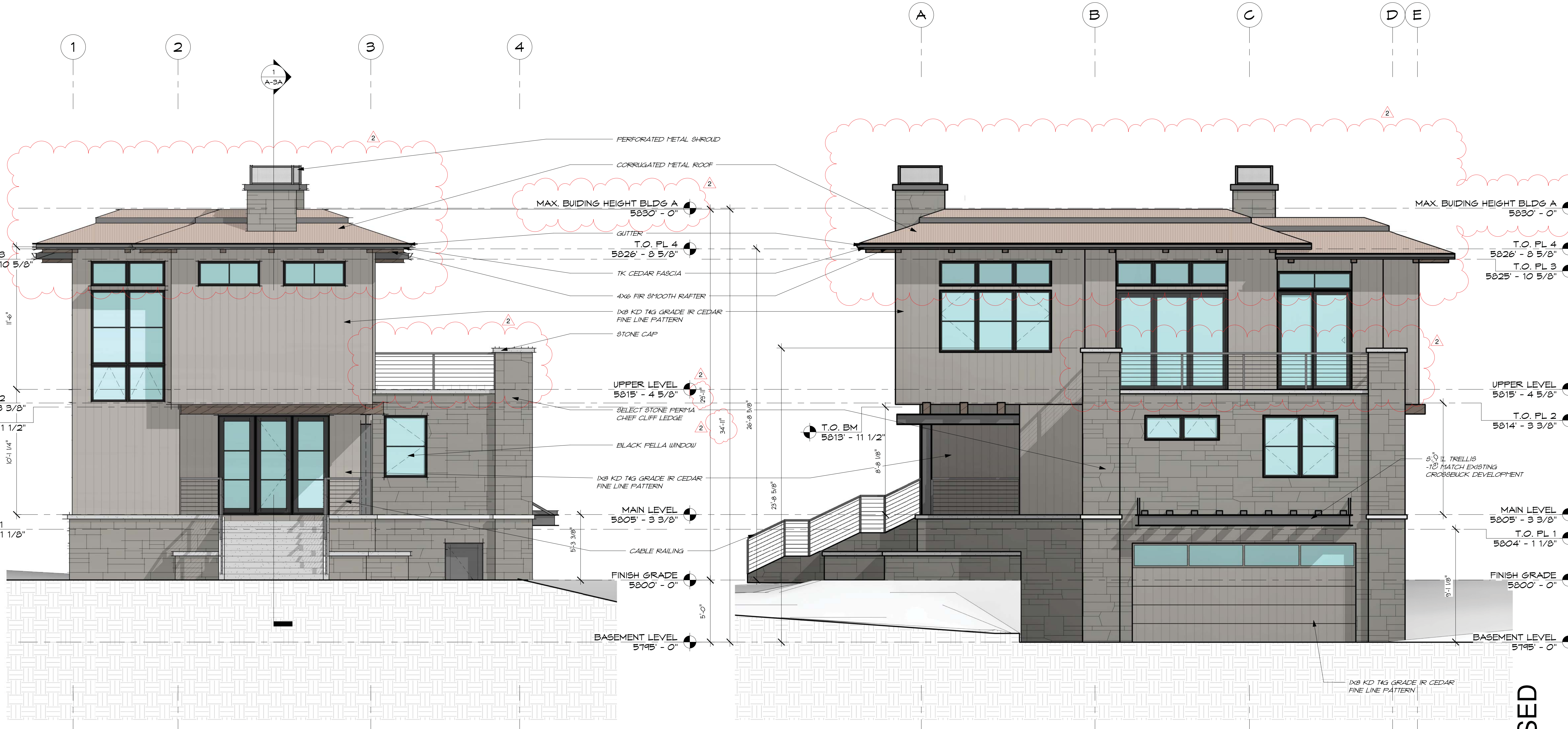
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SUBMISSIONS/REVISIONS:	
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△	DESIGN REVIEW-RVSD 6/21/21
△	DESIGN REVIEW-RVSD 8/16/21

CROSSBUCK TOWNHOMES II
7th STREET
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1 EAST SIDE ELEVATION (UNIT A)
A-4A 1/4" = 1'-0"

2 NORTH SIDE ELEVATION (UNIT A)
A-4A 1/4" = 1'-0"

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 Ketchum, Idaho 83340
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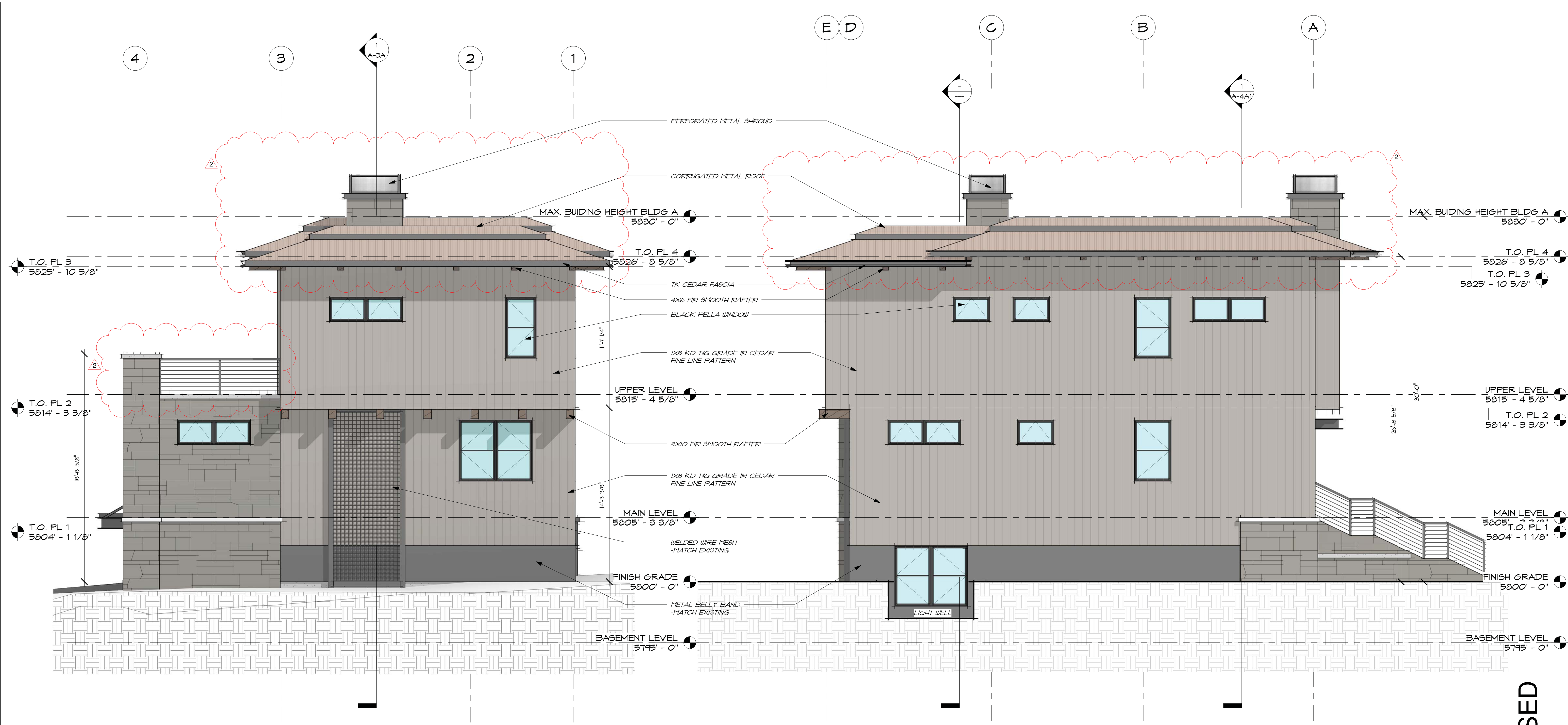
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A-4A

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CROSSBUCK TOWNHOMES II

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▲	DESIGN REVIEW-RVSD 8/16/21

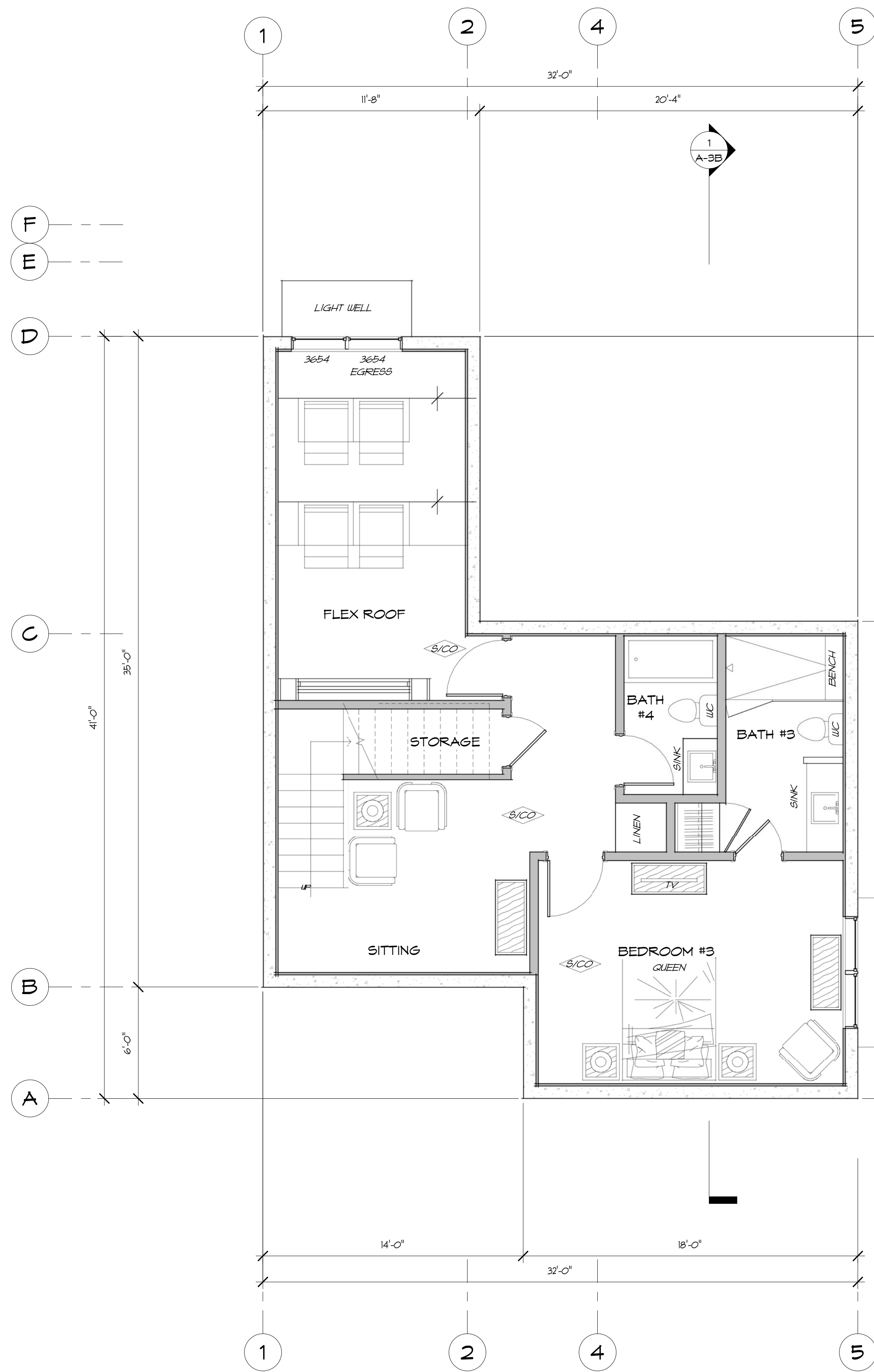
A-5A

1 WEST SIDE ELEVATION (UNIT A)
 A-5A 1/4" = 1'-0"

2 SOUTH SIDE ELEVATION (UNIT A)
 A-5A 1/4" = 1'-0"

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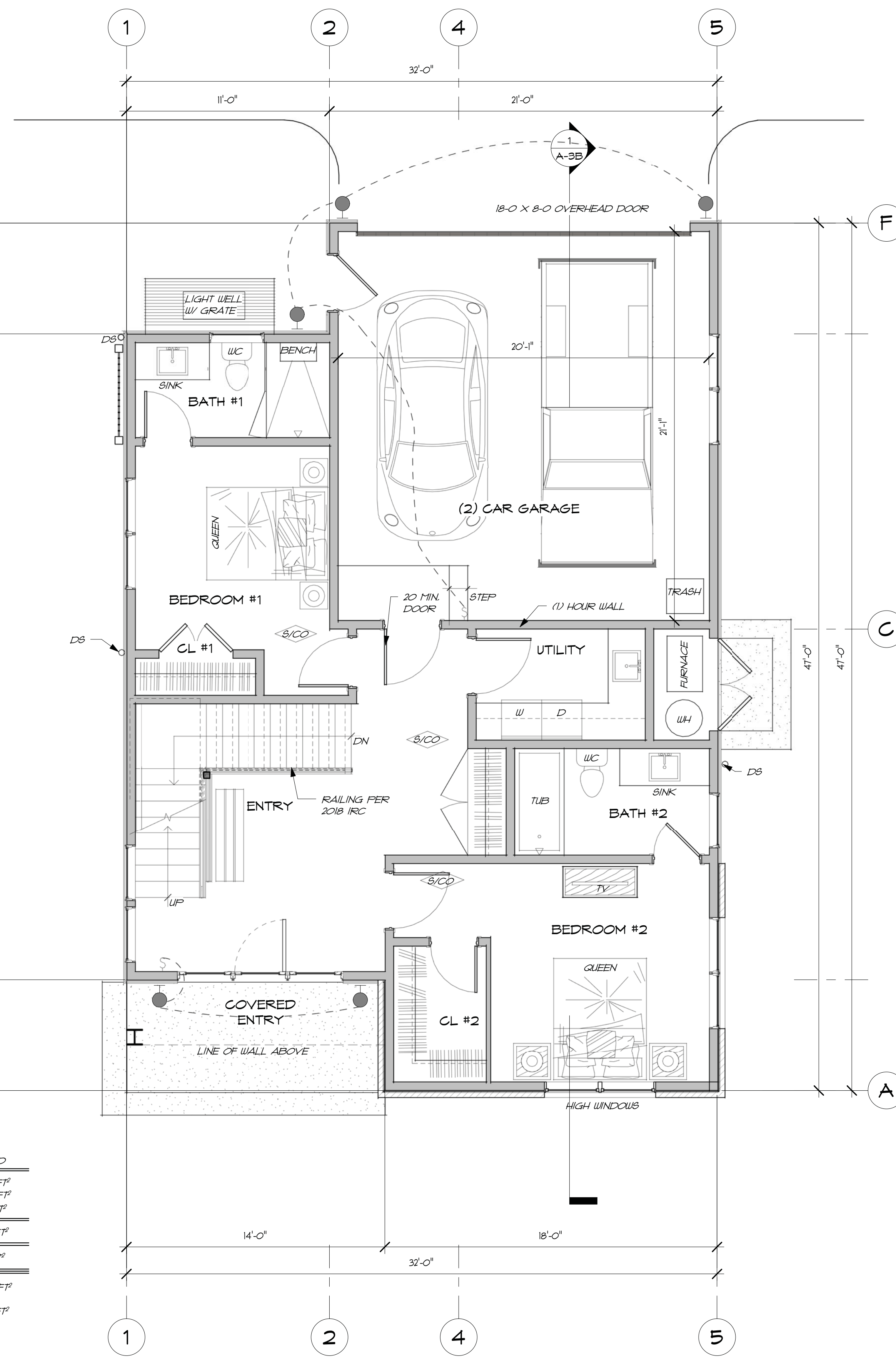


1 BASEMENT (UNIT B)
A-1B 1/4" = 1'-0"

SQUARE FOOTAGE TABULATION:	OLD	REVISED
BASEMENT	943 FT ²	847 FT ²
MAIN LEVEL LIVING AREA	962 FT ²	892 FT ²
UPPER LEVEL LIVING AREA	1,199 FT ²	1,202 FT ²
TOTAL LIVING AREA	3,104 FT²	2,941 FT²
GARAGE	496 FT ²	462 FT ²
TOTAL:	3,600 FT²	3,403 FT²
BUILDING FOOTPRINT:	1,541 FT ²	1,403 FT ²

LEGEND:

- SMOKE/CO DETECTOR
- WALL MOUNTED EXTERIOR LIGHTING TO COMPLY WITH KETCHUM DARK SKY ORDINANCE -MATCH ASSOCIATION LIGHT FIXTURE
- D_S DOWNSPOUT



2 MAIN LEVEL PLAN (UNIT B)
A-1B 1/4" = 1'-0"

NOTE:

* UNIT B TO HAVE SPRINKLER SYSTEM PER EMAIL FROM TOM ACONA DATED 12/9/2020

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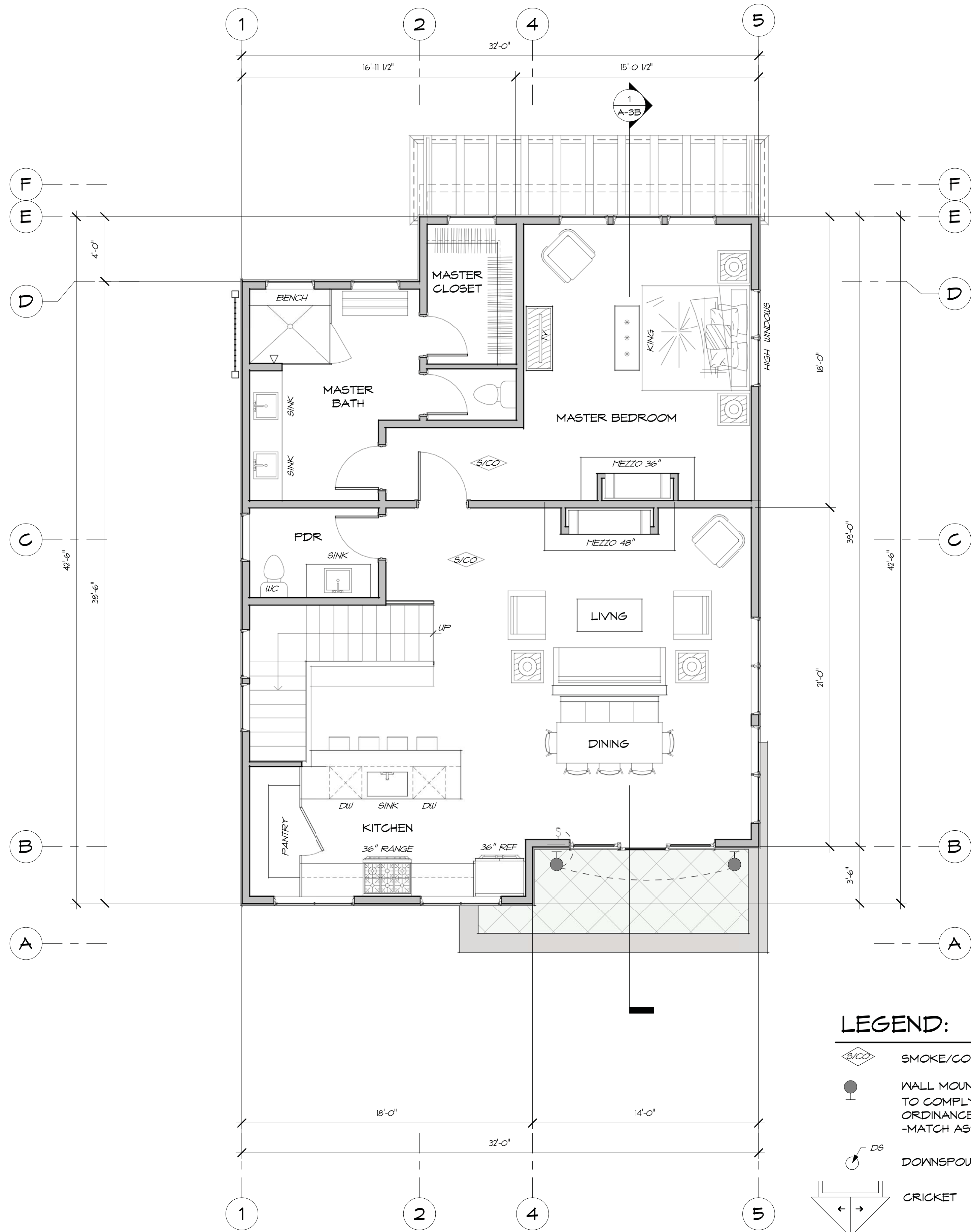
CROSSBUCK TOWNHOMES II
 7th STREET
 KETCHUM, ID 83340

JOB #:	008.20
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DESIGN REVIEW UPDATE	4/6/21
PERMIT SET	4/16/21
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DESIGN REVIEW-RVSD	8/16/21

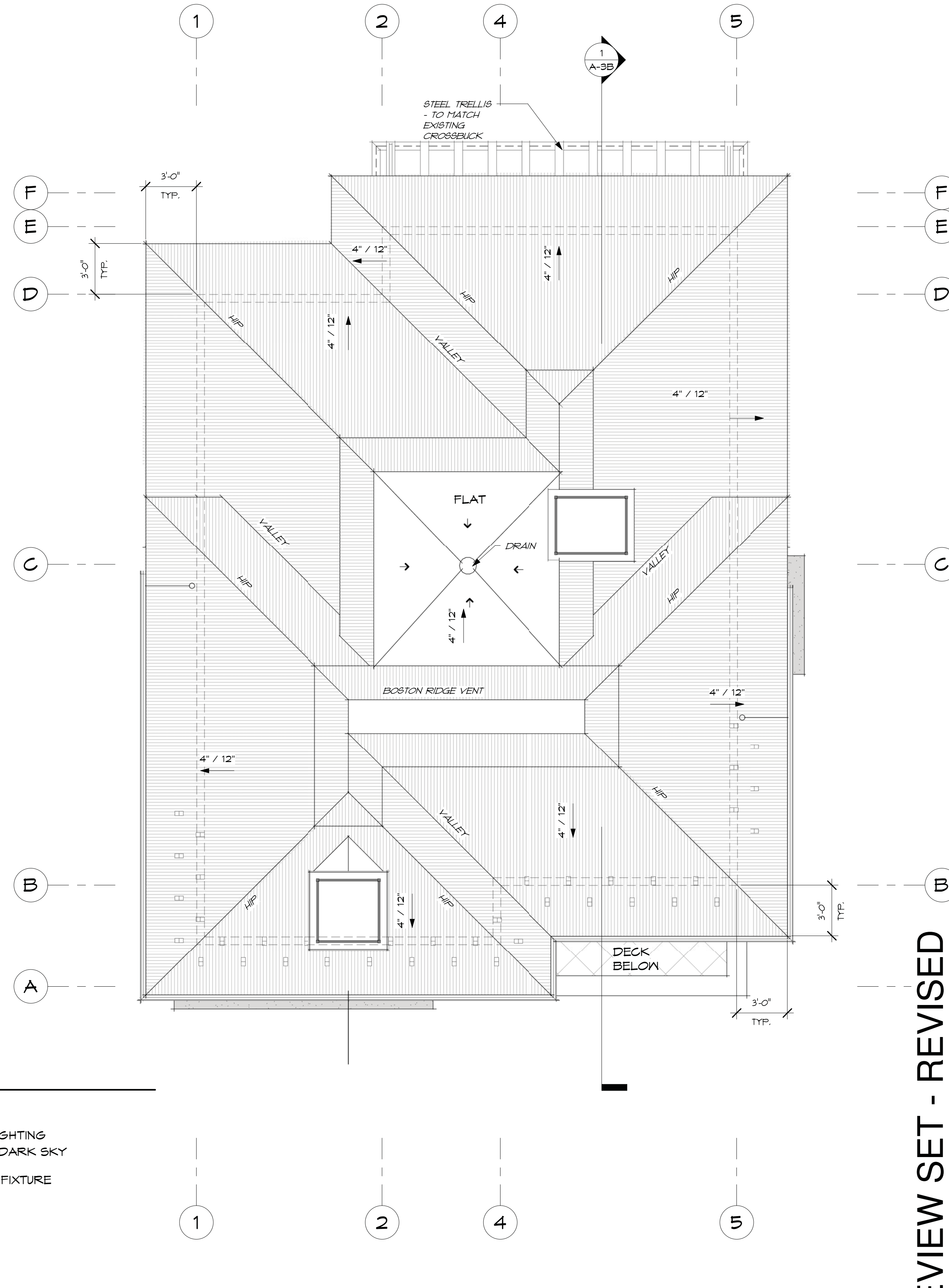
A-1B

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1 UPPER LEVEL PLAN (UNIT B)
A-2B 1/4" = 1'-0"



2 ROOF PLAN (UNIT B)
A-2B 1/4" = 1'-0"

LEGEND:

- SMOKE/CO DETECTOR
- WALL MOUNTED EXTERIOR LIGHTING TO COMPLY WITH KETCHUM DARK SKY ORDINANCE -MATCH ASSOCIATION LIGHT FIXTURE
- DOWNSPOUT
- CRICKET
- ROOF DRAIN w/ INTEGRAL OVERFLOW

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CROSSBUCK TOWNHOMES II

7th STREET
 KETCHUM, ID 83340

JOB #:	008.20
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A-2B

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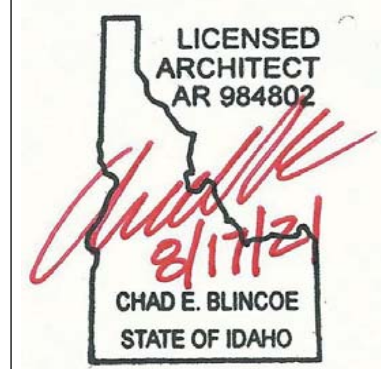
1 BUILDING B SECTION 1
A-3B 1/4" = 1'-0"

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A-3B

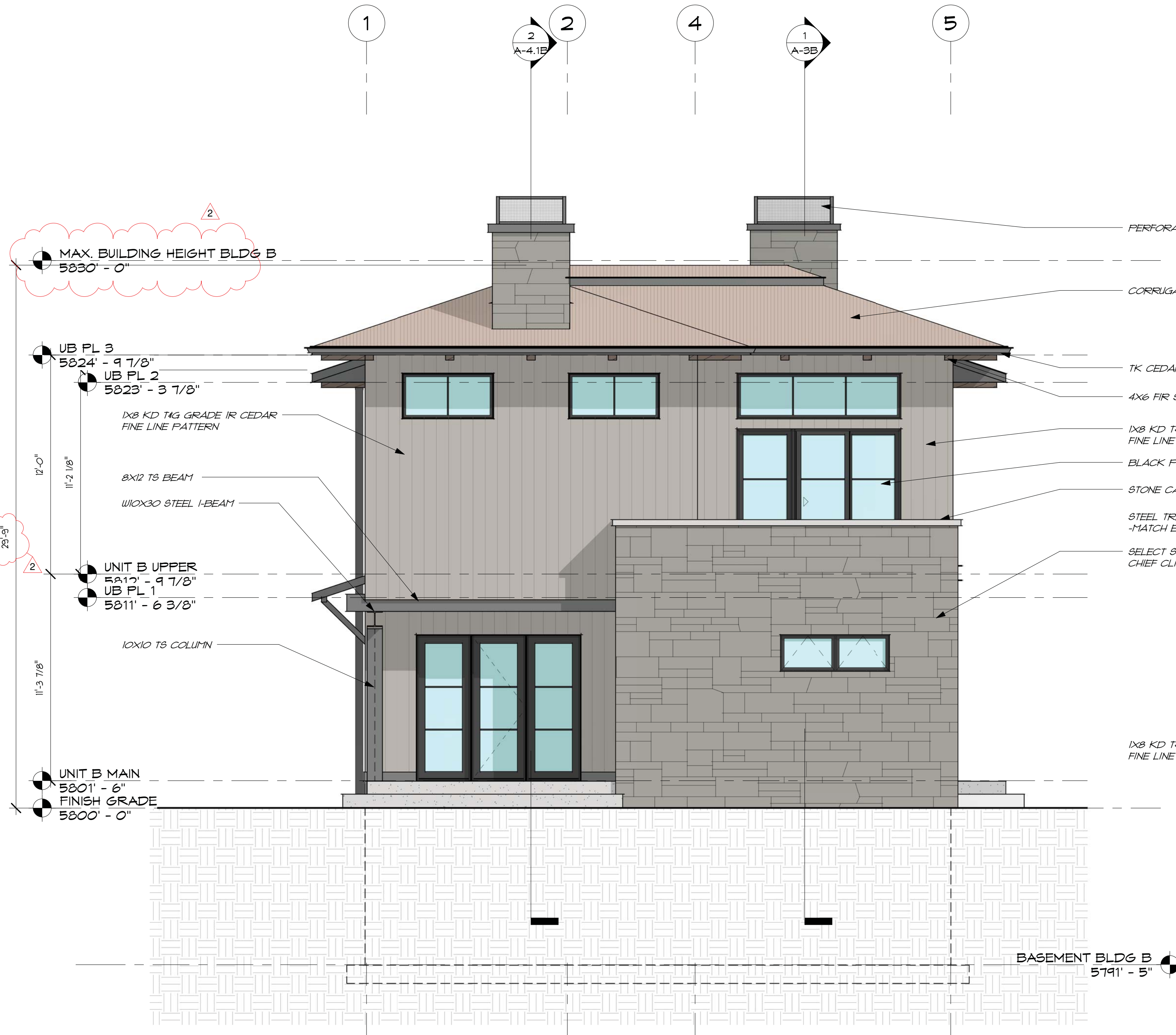
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CROSSBUCK TOWNHOMES II
7th STREET
KETCHUM, ID 83340

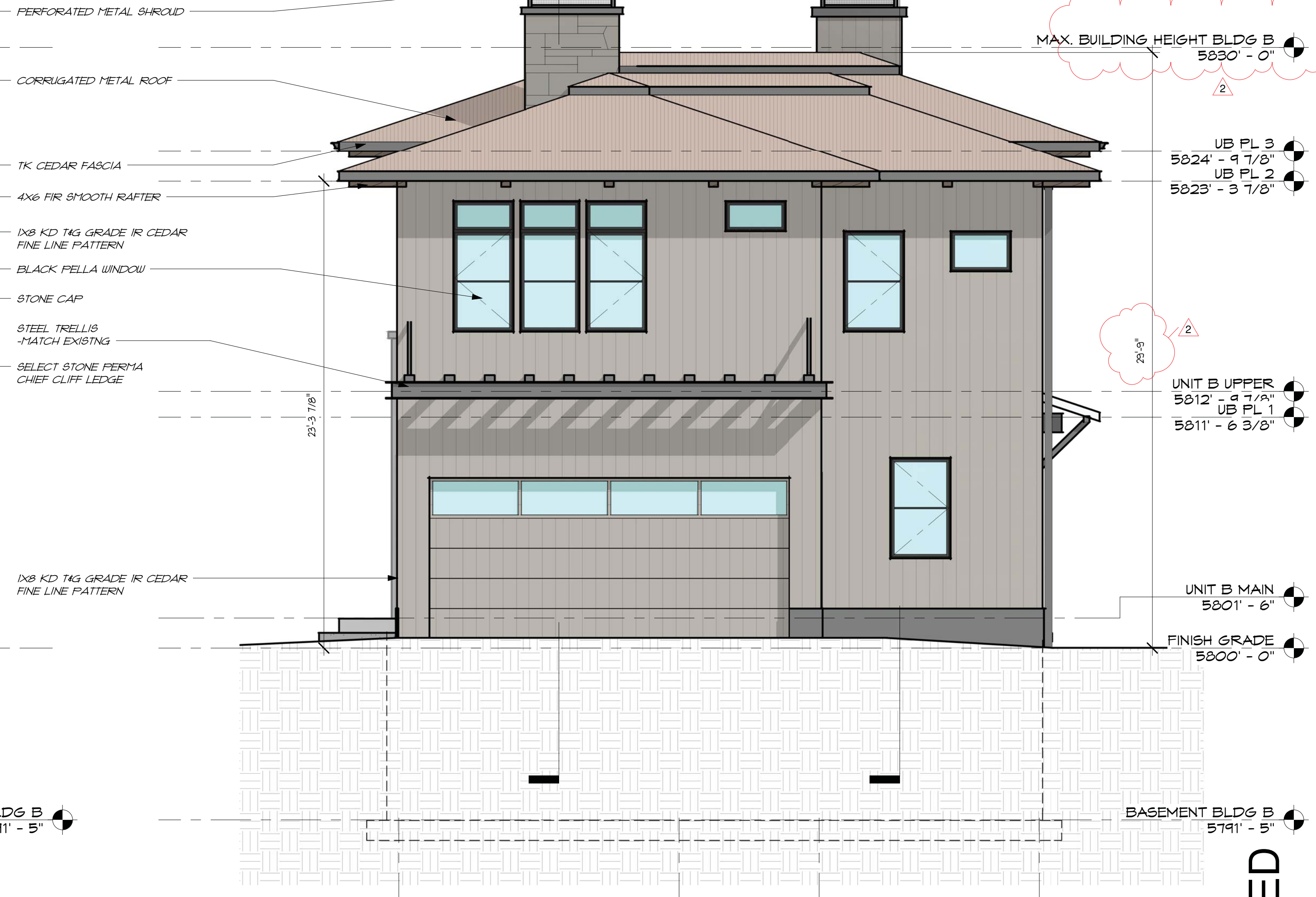


www.BlincoeArchitecture.com
Blincoe Architecture
Mali:
P.O. Box 4424
Ketchum, Idaho
83340
Tel.: 208-720-1325
Email:
info@BlincoeArchitecture.com

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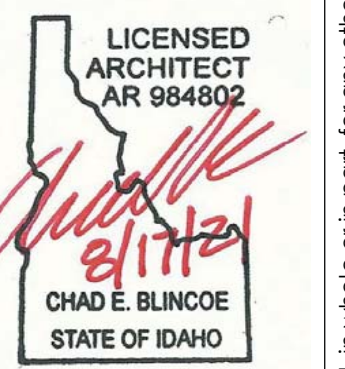
1 EAST SIDE ELEVATION (UNIT B)
A-4B 1/4" = 1'-0"



2 WEST SIDE ELEVATION (UNIT B)
A-4B 1/4" = 1'-0"

DESIGN REVIEW SET - REVISED
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Ketchum, Idaho 83340
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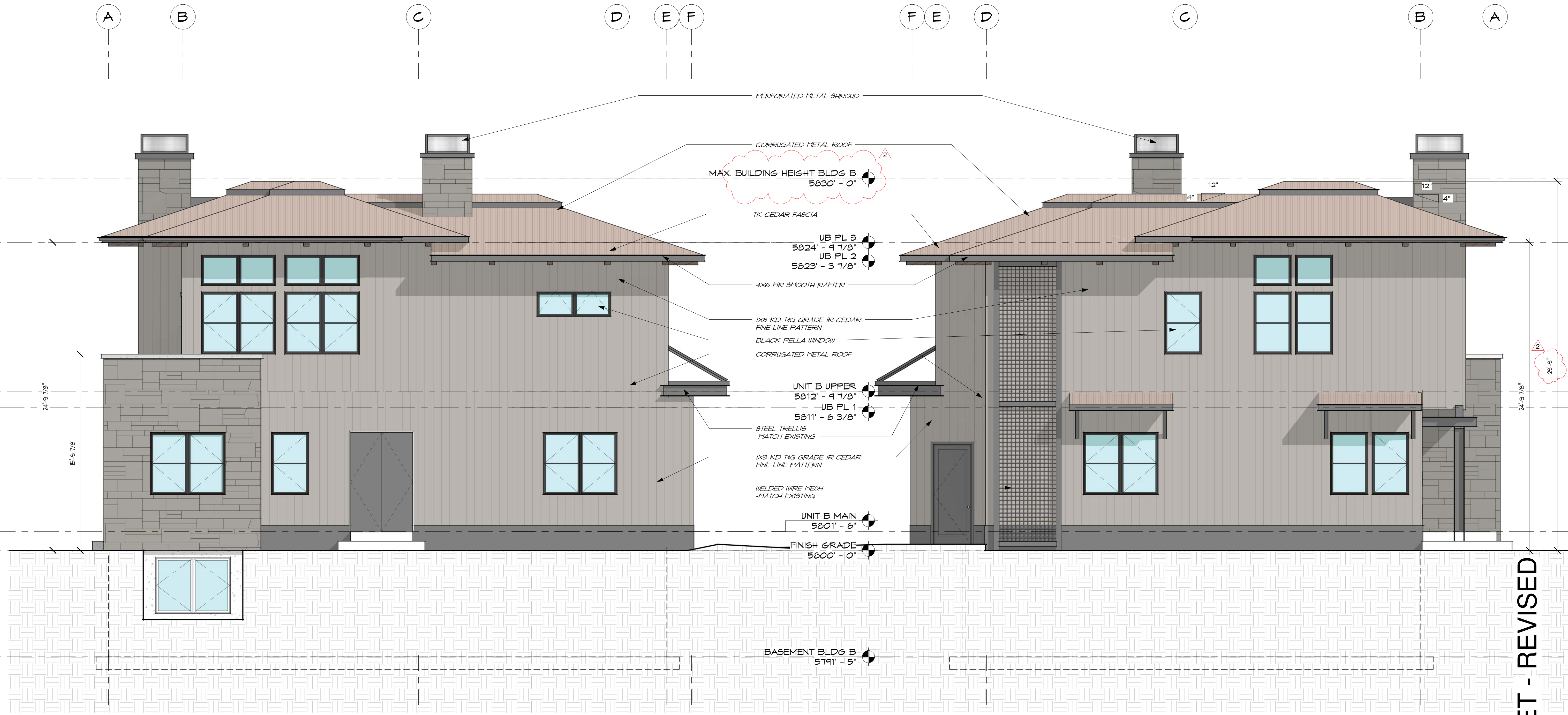


CROSSBUCK TOWNHOMES II
7th STREET
KETCHUM, ID 83340

JOB #:	008.20
PLOT DATE:	8/17/21
DESIGN REVIEW:	3/4/21
PERMIT:	4/16/21
CONSTRUCTION:	
SUBMISSIONS/REVISIONS:	
	DESIGN REVIEW 3/4/21
	DESIGN REVIEW UPDATE 4/6/21
	PERMIT SET 4/16/21
	DESIGN REVIEW-RVSD 6/21/21
	DESIGN REVIEW-RVSD 8/16/21

A-4B

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1 NORTH SIDE ELEVATION (UNIT B)
A-5B 1/4" = 1'-0"

2 SOUTH SIDE ELEVATION (UNIT B)
A-5B 1/4" = 1'-0"

DESIGN REVIEW SET - REVISED
NOT FOR CONSTRUCTION

www.BlincoeArchitecture.com
Blincoe Architecture
 Mail: P.O. Box 4424, Ketchum, Idaho 83340
 UPS/FedEx: 251 Northwood Way Suite E, Ketchum, Idaho 83340
 Email: info@BlincoeArchitecture.com, Tel: 208-720-1325

LICENSED ARCHITECT
 CHAD E. BLINCOE
 STATE OF IDAHO

CROSSBUCK TOWNHOMES II
 7th STREET
 KETCHUM, ID 83340

JOB #:	008.20
PLOT DATE:	8/17/21
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PERMIT SET	4/16/21
DESIGN REVIEW-RVSD	6/21/21
DESIGN REVIEW-RVSD	8/16/21

A-5B

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EXISTING CROSSBUCK TOWNHOMES 1
MATERIAL REFERENCE PHOTO

PELLA WINDOWS

1x8 KD T&G D GRADE 1R
CEDAR FINE LINE PATTERN

SELECT STONE PERMA
CHIEF CLIFF LEDGE

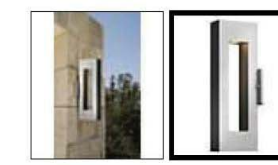
STEEL FRAMING

NOTE:

CROSSBUCK TOWNHOMES II MATERIALS TO MATCH
EXISTING CROSSBUCK TOWNHOMES I



Hinkley Atlantis 16" High Dark Sky Outdoor
Wall Light



PRODUCT DETAILS

Bring a sleek elegance to your outdoor spaces with this titanium finish wall light.

Additional Info:

A minimal line and form gives this outdoor wall light an unbeatable contemporary appeal. It features a sleek titanium finish exterior and twin bulbs in a stacked format. Conforms to "Dark Sky" light pollution design specs.

HINKLEY

Shop all Hinkley

- 16" high x 3" wide. Extends 7" from the wall. Backplate is 4 1/2" square.
- Comes with two 20 watt MR-16 halogen bulbs. Maximum 20 watt bulbs.
- Modern outdoor wall light from the Atlantis collection by Hinkley.
- Titanium finish. Extruded aluminum body construction. Etched glass lens.
- Wet location rated for outdoor use. Can also be used indoors. Dark Sky rated.

EXTERIOR LIGHTING
HINKLEY ATLANTIS BRONZE 16" HIGH
DARK SKY WALL LIGHT

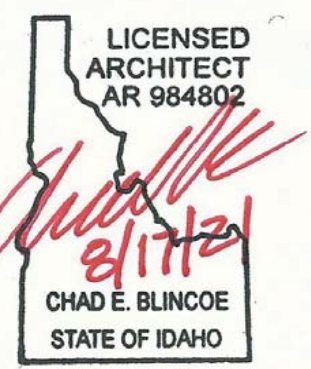
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NOT FOR CONSTRUCTION

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	DESIGN REVIEW UPDATE 4/6/21
	PERMIT SET 4/16/21
▲	DESIGN REVIEW-RVSD 6/21/21
▲	DESIGN REVIEW-RVSD 8/16/21

MB

CROSSBUCK TOWNHOMES II

7th STREET
KETCHUM, ID 83340



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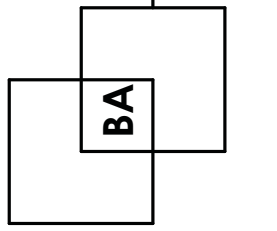
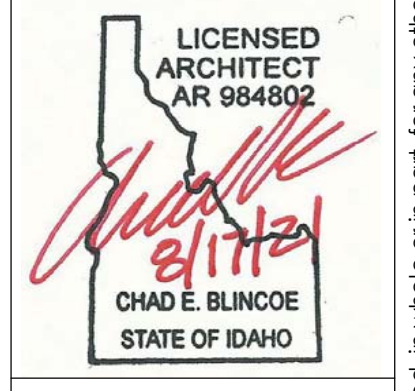
1
PS EXTERIOR PERSPECTIVE 1

DESIGN REVIEW SET - REVISED
NOT FOR CONSTRUCTION

PS

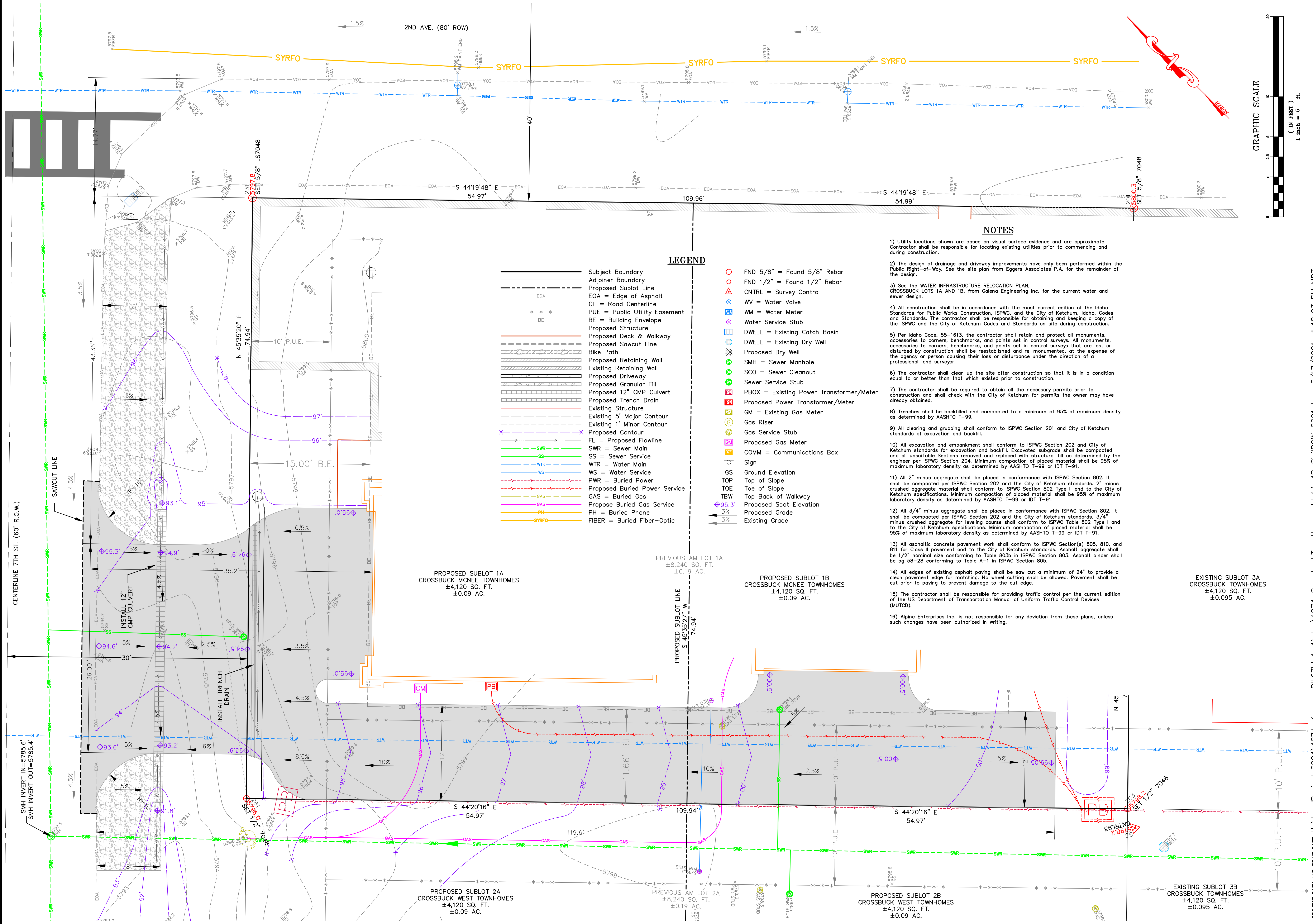
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▲	DESIGN REVIEW-RVSD 6/21/21
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CROSSBUCK TOWNHOMES II
7th STREET
KETCHUM, ID 83340



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LEGEND

- Subject Boundary
- Adjoiner Boundary
- - - Proposed Sublot Line
- - - EOA = Edge of Asphalt
- - - CL = Road Centerline
- - - PUE = Public Utility Easement
- - - BE = Building Envelope
- Proposed Structure
- Proposed Deck & Walkway
- Proposed Sawcut Line
- Bike Path
- Proposed Retaining Wall
- Existing Retaining Wall
- Proposed Driveway
- Proposed Granular Fill
- Proposed 12" CMP Culvert
- Proposed Trench Drain
- Existing Structure
- Existing 5' Major Contour
- Existing 1' Minor Contour
- Proposed Contour
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- SS = Sewer Service
- WTR = Water Main
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- Proposed Buried Gas Service
- PH = Buried Phone
- FIBER = Buried Fiber-Optic
- FND 5/8" = Found 5/8" Rebar
- FND 1/2" = Found 1/2" Rebar
- △ CNTRL = Survey Control
- ⊕ WV = Water Valve
- ⊕ WM = Water Meter
- ⊕ WWS = Water Service Stub
- ⊕ DWELL = Existing Catch Basin
- ⊕ DWELL = Existing Dry Well
- ⊕ Proposed Dry Well
- ⊕ SMH = Sewer Manhole
- ⊕ SCO = Sewer Cleanout
- ⊕ Sewer Service Stub
- ⊕ PBOX = Existing Power Transformer/Meter
- ⊕ Proposed Power Transformer/Meter
- ⊕ GM = Existing Gas Meter
- ⊕ Gas Riser
- ⊕ Gas Service Stub
- ⊕ Proposed Gas Meter
- ⊕ COMM = Communications Box
- ⊕ Sign
- GS Ground Elevation
- TOP Top of Slope
- TOE Toe of Slope
- TBW Top Back of Walkway
- ⊕ 95.3' Proposed Spot Elevation
- ▲ 3% Proposed Grade
- ▲ -3% Existing Grade

NOTES

- 1) Utility locations shown are based on visual surface evidence and are approximate. Contractor shall be responsible for locating existing utilities prior to commencing and during construction.
- 2) The design of drainage and driveway improvements have only been performed within the Public Right-of-Way. See the site plan from Eggers Associates P.A. for the remainder of the design.
- 3) See the WATER INFRASTRUCTURE RELOCATION PLAN, CROSSBUCK LOTS 1A AND 1B, from Galena Engineering Inc. for the current water and sewer design.
- 4) All construction shall be in accordance with the most current edition of the Idaho Standards for Public Works Construction, ISPCW, and the City of Ketchum, Idaho, Codes and Standards. The contractor shall be responsible for obtaining and keeping a copy of the ISPCW and the City of Ketchum Codes and Standards on site during construction.
- 5) Per Idaho Code, 55-1613, the contractor shall retain and protect all monuments, accessories to corners, benchmarks, and points set in control surveys that are lost or disturbed by construction shall be reestablished and re-monumented, at the expense of the agency or person causing their loss or disturbance under the direction of a professional land surveyor.
- 6) 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.
- 7) The contractor shall be required to obtain all the necessary permits prior to construction and shall check with the City of Ketchum for permits the owner may have already obtained.
- 8) Trenches shall be backfilled and compacted to a minimum of 95% of maximum density as determined by AASHTO T-99.
- 9) All clearing and grubbing shall conform to ISPCW Section 201 and City of Ketchum standards of excavation and backfill.
- 10) All excavation and embankment shall conform to ISPCW Section 202 and City of Ketchum standards for excavation and backfill. Excavated subgrade shall be compacted and all unsuitable Sections removed and replaced with structural fill as determined by the engineer per ISPCW Section 204. Minimum compaction of placed material shall be 95% of maximum laboratory density as determined by AASHTO T-99 or IDT T-91.
- 11) All 2" minus aggregate shall be placed in conformance with ISPCW Section 802. It shall be compacted per ISPCW Section 202 and the City of Ketchum standards. 2" minus crushed aggregate material shall conform to ISPCW Section 802 Type II and to the City of Ketchum specifications. Minimum compaction of placed material shall be 95% of maximum laboratory density as determined by AASHTO T-99 or IDT T-91.
- 12) All 3/4" minus aggregate shall be placed in conformance with ISPCW Section 802. It shall be compacted per ISPCW Section 202 and the City of Ketchum standards. 3/4" minus crushed aggregate for leveling course shall conform to ISPCW Table 802 Type I and to the City of Ketchum specifications. Minimum compaction of placed material shall be 95% of maximum laboratory density as determined by AASHTO T-99 or IDT T-91.
- 13) All asphaltic concrete pavement work shall conform to ISPCW Section(s) 805, 810, and 811 for Class II pavement and to the City of Ketchum standards. Asphalt aggregate shall be 1/2" nominal size conforming to Table 803b in ISPCW Section 803. Asphalt binder shall be pg 58-28 conforming to Table A-1 in ISPCW Section 805.
- 14) All edges of existing asphalt paving shall be saw cut a minimum of 24" to provide a clean pavement edge for matching. No wheel cutting shall be allowed. Pavement shall be cut prior to paving to prevent damage to the cut edge.
- 15) The contractor shall be responsible for providing traffic control per the current edition of the US Department of Transportation Manual of Uniform Traffic Control Devices (MUTCD).
- 16) Alpine Enterprises Inc. is not responsible for any deviation from these plans, unless such changes have been authorized in writing.

PROJECT PATH AND PRINT DATE: U:\LandProjects\2004\1274_Ketchum\Bk67\1-4.dwg\1274_CrossbuckTownHomes_Lts1A-1B_CivilROW_2021.dwg 8/17/2021 1:18:03 PM MDT

DESIGN REVIEW SET—CLARIFICATION UPDATES
 PRELIMINARY ONLY—NOT FOR CONSTRUCTION
 DESIGN REVIEW SUBMITTAL

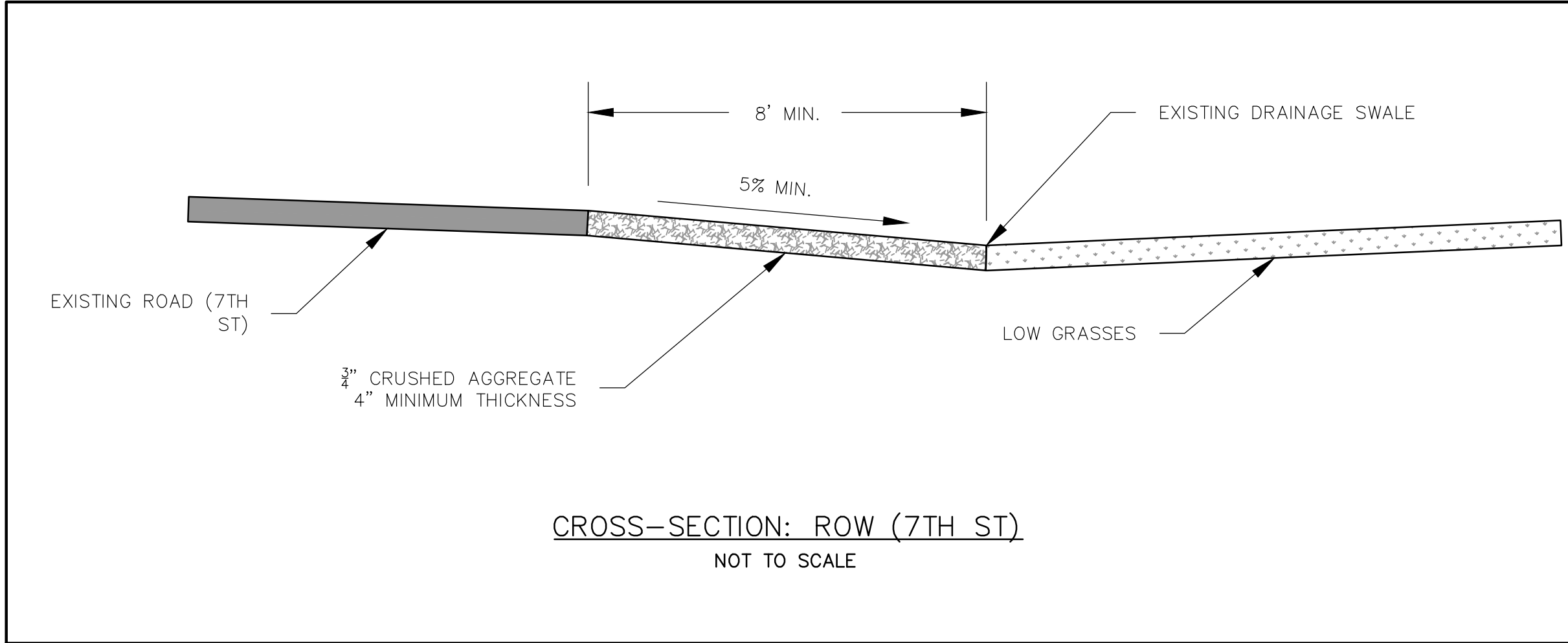
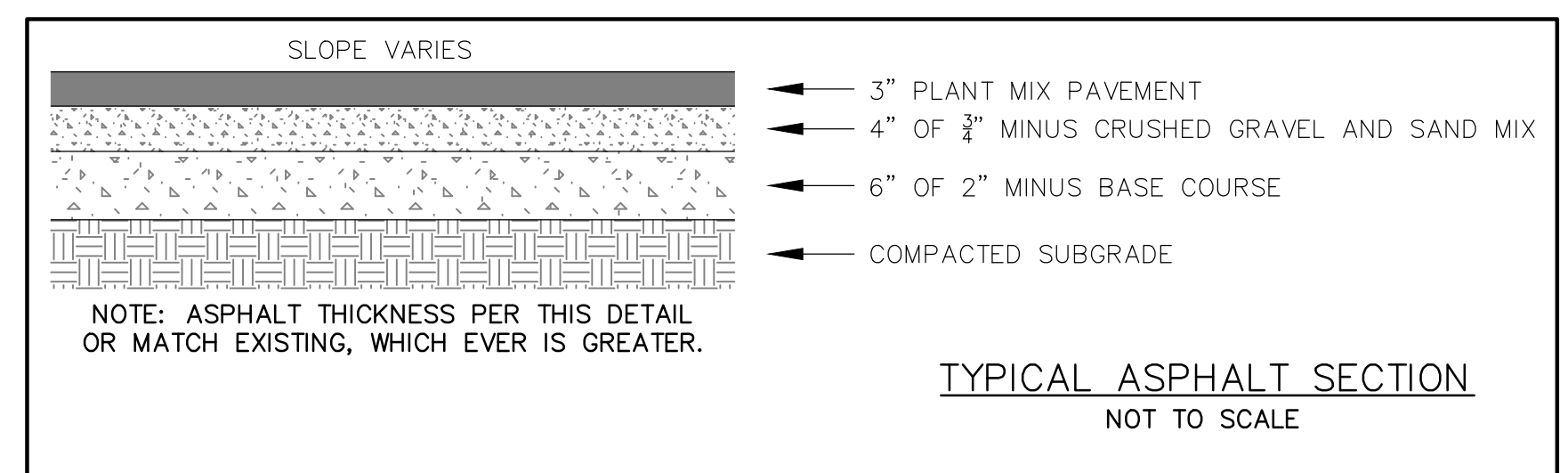
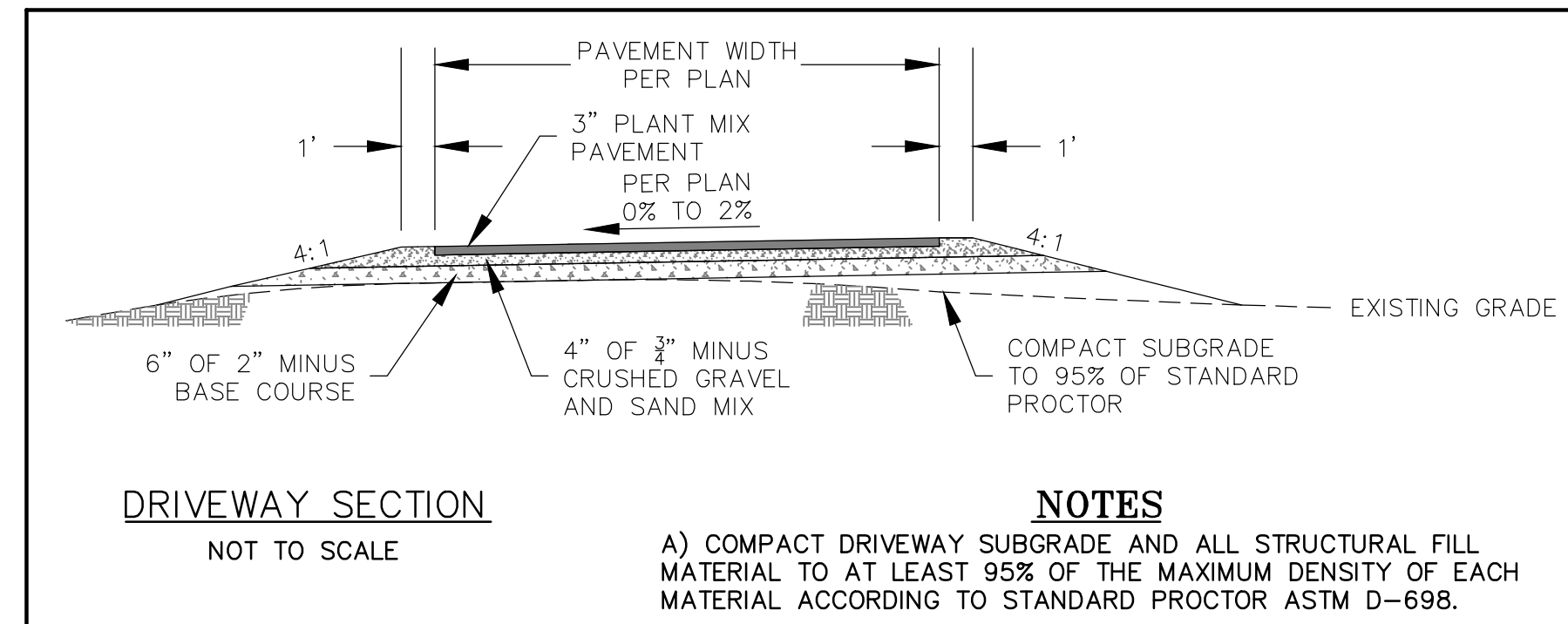
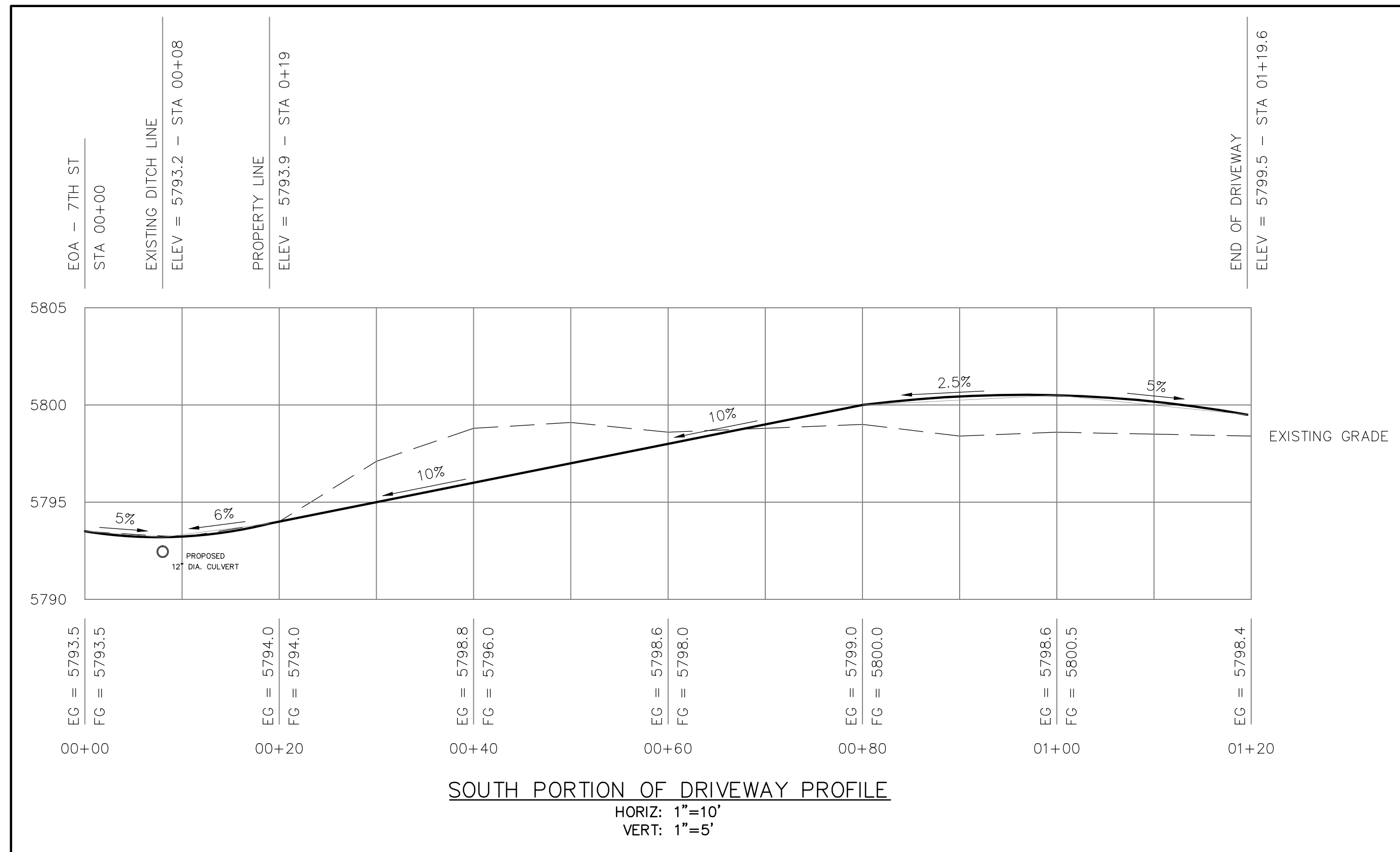
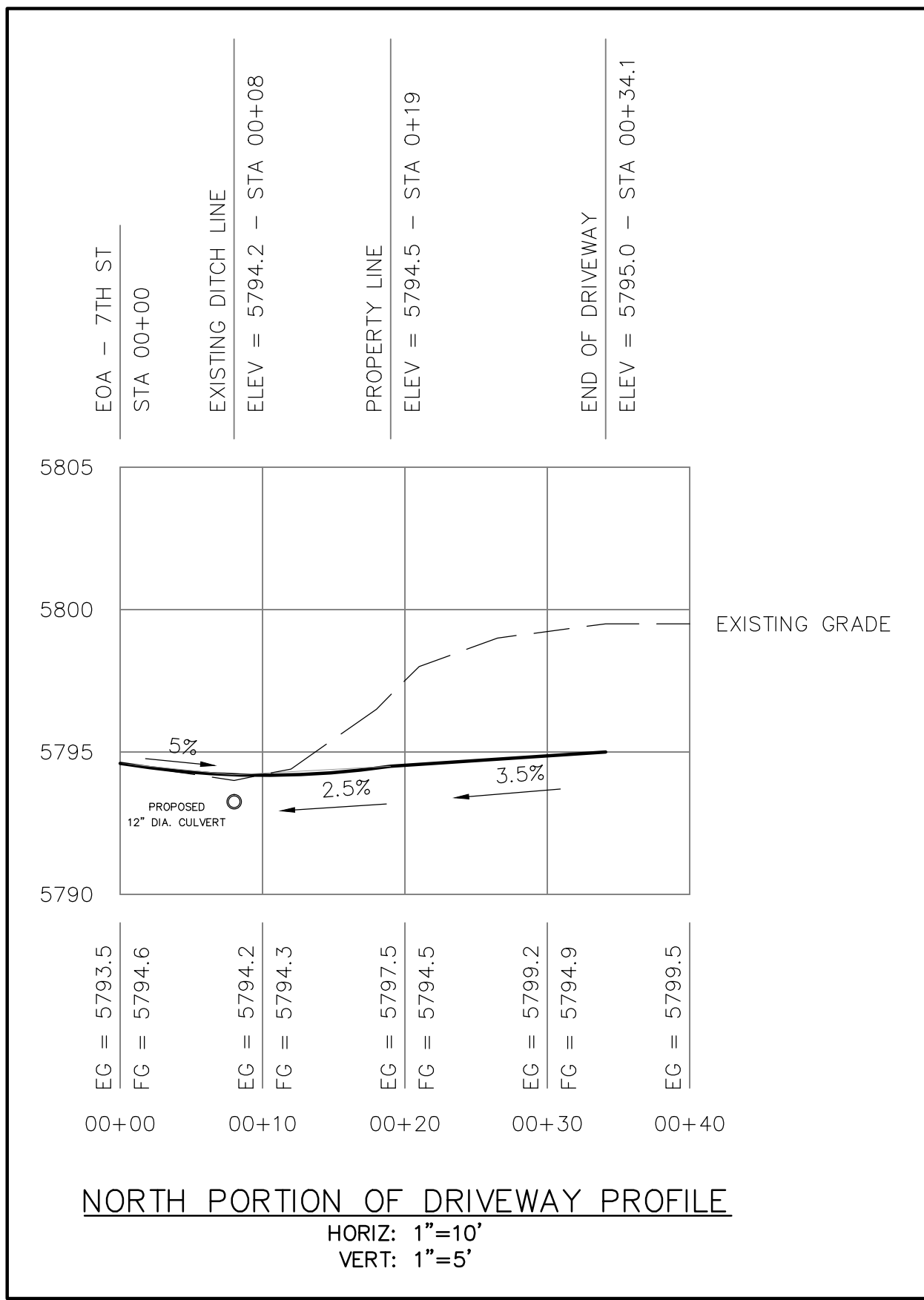
NO	DATE	BY

Sheet 1 of 2

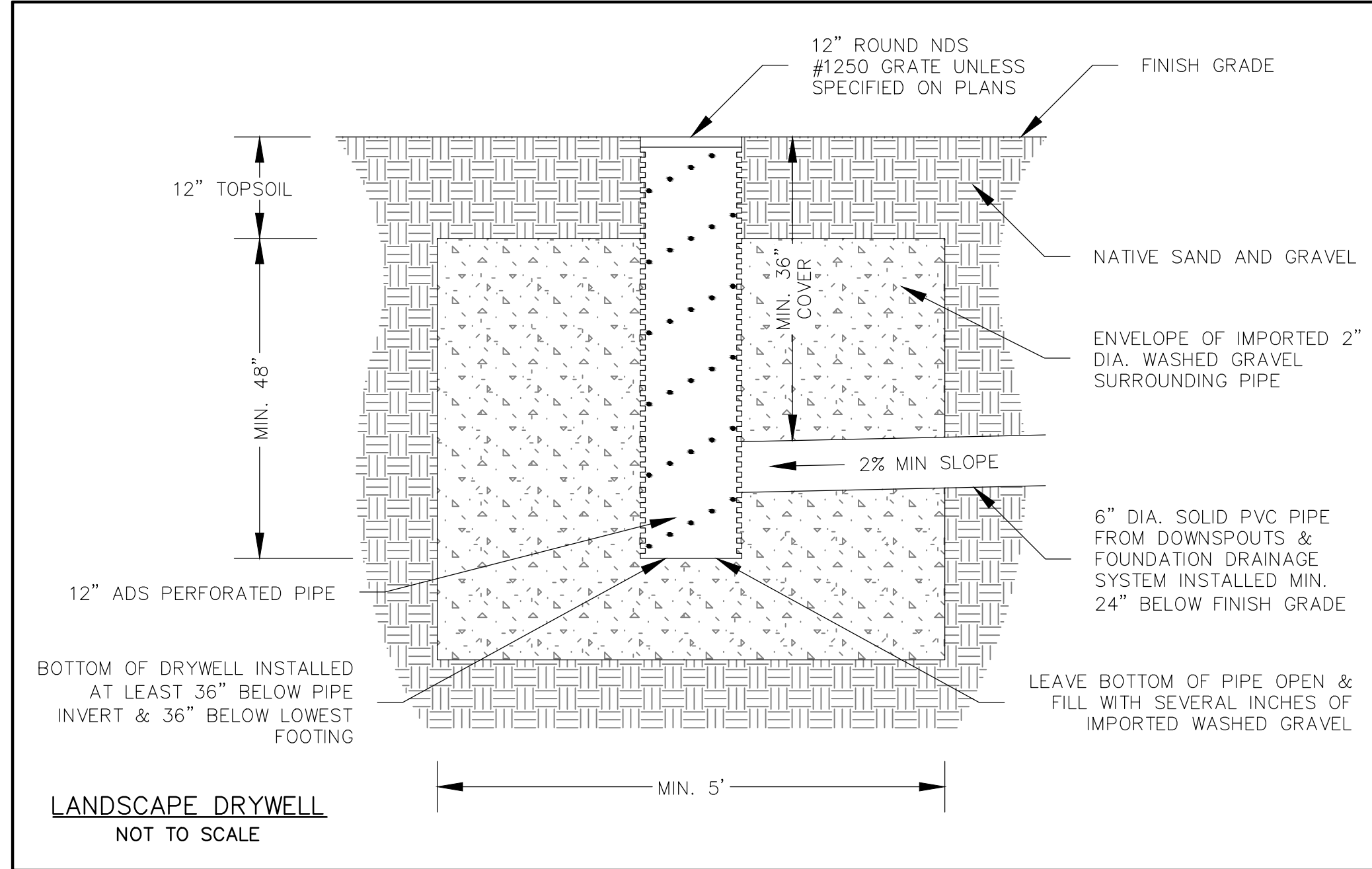
ALPINE ENTERPRISES INC.
 SURVEYING, MAPPING, CIVIL ENGINEERING
 AND NATURAL HAZARDS CONSULTING
 660 Bell Drive, Unit 1
 P.O. Box 2037, Ketchum, ID 83340 USA
 (208) 727-1988
 email: bsmitth@alpineentprisesinc.com

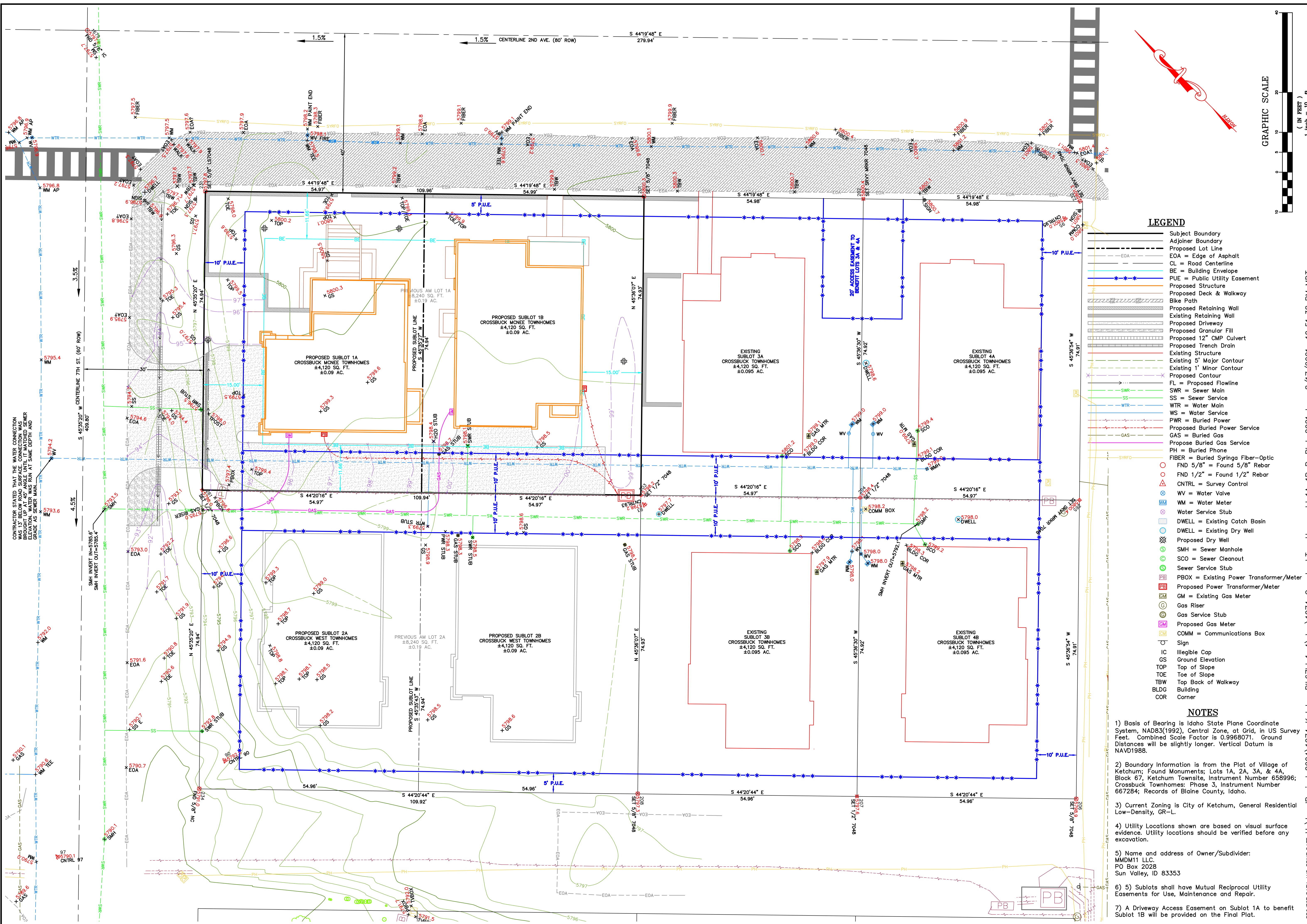
PROFESSIONAL ENGINEER
 1975
 17AUG21
 STATE OF IDAHO
 ALEX NEEL

A ROW ENCROACHMENT PLAN SHOWING
 CROSSBUCK MCNEE TOWNHOMES ON LOT 1A, BLOCK 67, VILLAGE OF KETCHUM
 WITHIN S13, T.4N., R.17E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
 PREPARED FOR MDM11 LLC.



- NOTES**
- A) Material shall be pervious/permeable to allow drainage.
 - B) Surface must allow for vehicle parking and be consistent along the entire property frontage.
 - C) Material within the first eight (8) feet from edge of asphalt (Street) shall be distinct from driveway and rest of property in order to visually appear available for parking.
 - D) Grading and drainage improvements as required by City Engineer - Minimum 5% slope.
 - E) No obstructions, such as boulders or berms.
 - F) No buried irrigation systems within the first eight (8) feet the edge of asphalt (Street). Surface irrigation lines are permitted beyond the first eight (8) feet, however pop-up heads are not permitted anywhere in the ROW.
 - G) No live plant material within the first eight (8) feet from edge of asphalt (Street). Low ground cover plant material, such as turf grass, is permitted beyond the first eight (8) feet. Drought-tolerant species is preferred.
 - H) No snow-melt system (other than driveway).



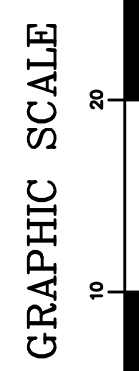


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- Gas Riser
- Gas Service Stub
- Proposed Gas Meter
- COMM = Communications Box
- Sign
- IC Illegible Cap
- GS Ground Elevation
- TOP Top of Slope
- TOE Toe of Slope
- TBW Top Back of Walkway
- BLDG Building
- COR Corner

NOTES

- 1) Basis of Bearing is Idaho State Plane Coordinate System, NAD83(1992), Central Zone, at Grid, in US Survey Feet. Combined Scale Factor is 0.9968071. Ground Distances will be slightly longer. Vertical Datum is NAVD1988.
- 2) Boundary Information is from the Plat of Village of Ketchum: Found Monuments: Lots 1A, 2A, 3A, & 4A, Block 67, Ketchum Townsite, Instrument Number 658996; Crossbuck Townhomes: Phase 3, Instrument Number 667284; Records of Blaine County, Idaho.
- 3) Current Zoning is City of Ketchum, General Residential Low-Density, GR-L.
- 4) Utility Locations shown are based on visual surface evidence. Utility locations should be verified before any excavation.
- 5) Name and address of Owner/Subdivider:
MMDM11 LLC,
PO Box 2028
Sun Valley, ID 83353
- 6) 5) Sublots shall have Mutual Reciprocal Utility Easements for Use, Maintenance and Repair.
- 7) A Driveway Access Easement on Sublot 1A to benefit Sublot 1B will be provided on the Final Plat.



PROJECT PATH AND PRINT DATE: U:\LandProjects\2004\1274_Ketchum\BKG7\1-4.dwg\1274_CrossbuckTownHomes_L1s1A-1B_Prelat_2021.dwg 8/17/2021 12:51:38 PM MDT

DESIGN: Review Set-Clarification Updates

REVISIONS	NO	DATE	BY

ALPINE ENTERPRISES INC.
Surveying, Mapping, Civil Engineering
and Natural Hazards Consulting
660 Bell Drive, Unit 1
P.O. Box 2037, Ketchum, ID 83340 USA
(208) 727-1988 727-1987 fax
email: bsrnth@alpineenterprisesinc.com

PROFESSIONAL LAND SURVEYOR
IDaho 7048
STATE OF IDAHO
BRUCE SWINNEY

A PRELIMINARY PLAT SHOWING
CROSSBUCK MCNEE TOWNHOMES ON LOT 1A, BLOCK 67, VILLAGE OF KETCHUM
WITHIN S13, T.4N., R.17E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
PREPARED FOR MMDM11 LLC.

Sheet 1 of 1

Exhibit B:
Public Comment

Zoning and Planning Commission
City of Ketchum

Dear Committee Members,

I am the owner of the Crossbuck townhome at 611 North Second Avenue.

I have concerns about the McNee townhome proposal. I attended the meeting outdoors July 27th. I left without an opportunity to speak to my concerns. They are listed below.

The asphalt driveway.

The homeowners share in the maintenance of the main water lines running north – south in the easement down the middle of the property. The current four townhomes have grass over the easement to make access easy. The McNee townhome proposal has an asphalt driveway over the water line. My concern is the impact of driving on the water line, the impact of changing the grade over the water line (will it possibly freeze, as the current owners to the south are not full time), the increased cost of accessing the water line should it need repair, and the repair to the drive once the water line has been fixed.

The homeowners also share in the cost of snow removal. This driveway will be difficult to clear, and there is limited snow storage making hauling away snow a strong possibility, again increasing the cost to the other homeowners.

The asphalt driveway comes at an increased cost to the rest of the homeowners.

Thank you for considering my concerns.

Suzanne Thomas
611 North Second Avenue
Ketchum

July 26th, 2021

RE: Crossbuck McNee Townhomes - Design Review

Dear Committee Members,

Brad and I are residents and owners of Crossbuck Townhome subplot 3A, the property adjacent to the proposed McNee development of Lot 1A, and members of the Crossbuck Subdivision Townhome Homeowners Association (HOA).

We have several comments about the development of Crossbuck McNee Townhome development and how it impacts the existing sublots (3A, 3B, 4A, or 4B), the planned subdivision and development of Lot 2A. We hope these comments can provide constructive feedback to both staff and the developer.

1. Setbacks - The four townhomes (current and planned) on 2nd Avenue should have consistent setbacks to protect our view corridors, light, and privacy. The proposed subplot 1B (Unit B) setback is 10' from the 2nd Ave property line. The three other townhomes (3A, 4A, and 1A) on 2nd Avenue have setbacks of at least 15'. Brad and I propose subplot 1B (Unit B) setback should be 15' to be consistent with the other Crossbuck townhomes on 2nd Avenue.
2. Considering Lot 1A driveway access off 2nd Avenue - Accessing Unit B by a long driveway off 7th creates fire safety, stormwater, and snow removal issues. Given these challenges, would the City planners consider permitting driveway access off 2nd as they did for subplot 3A and 4A?
3. Building Design - As noted, because of the limitations imposed on Lot 1A related to driveway access, the proposed exterior townhouse design is not consistent with one another (Units A and B). Nor are they compatible with the six other townhomes (4 existing and two currently proposed Lot 2A - West). The lack of exterior architectural consistency of the proposed Lot 1A development with the other townhomes is detrimental to property value.
4. Landscaping Details - The Conifers proposed between proposed subplot 1B and 3A are a potential concern since they will become large and impact light and view. We would like to be included in the determination of specific tree species and locations.
5. We support the P&Z Staff Report recommendation to continue review - Specifically, "The building character shall be clearly defined by the use of architectural features" and "Accessory structures, fences, walls, and landscape features within the project shall match or complement the principal building" (Ketchum Municipal Code 17.96.060 - F2 & F4). The exterior materials and architectural features should match the existing Crossbuck townhomes. Brad and I believe it is in

the best interest of the HOA and neighborhood members to have consistency in the design, materials, and orientation of all the townhomes in the Crossback Subdivision HOA.

Our communications with the McNees have yielded a few architectural improvements, including adding a trellis on the South Side Elevation of Unit B, a metal belly band at grade, and a minor adjustment to the setback at the SE corner of unit B. We appreciate these changes, and we hope our most recent comments provide further constructive feedback.

Thank you for considering our comments.

Susan Rosling Brickman



P. O. Box 85
631 2nd Ave
Ketchum, ID 83340
206-778-6691

J Bradley Brickman



From: [Participate](#)
To: [Gary Slette](#); [Chad Blincoe](#)
Cc: [Abby Rivin](#)
Subject: Fwd: Crossbuck McNee Townhomes
Date: Thursday, July 29, 2021 8:31:31 PM
Attachments: [Crossbuck CCRs Signed and Recorded.pdf](#)

Please see public comment that was submitted about your project.

Begin forwarded message:

From: Brad Brickman <bradbrickman@gmail.com>
Date: July 28, 2021 at 10:03:33 PM MDT
To: Participate <participate@ketchumidaho.org>
Subject: Crossbuck McNee Townhomes

Dear P & Z Staff and Committee Members,
In the staff presentation Tuesday, 7/27 about the McNee Townhomes design review, it was noted that the Crossbuck Construction Phasing agreement in 2018 envisioned a single-family residence on Lot 1A.

The current Crossbuck CC&Rs (attached) indicate that Lot 1A is likely restricted to only one single-family residence.

See the attached Crossbuck CC&R document, and here are a few of the relevant references.

Article I (Definitions)

1.04. "Lot" shall mean the numbered Lots Lots 1A and 2A, as shown on the subdivision Plat, whether improved or unimproved.

1.05. "Sublot" shall mean any of the numbered Sublots, Sublots 3A, 3B, 4A and 4B, as shown on the subdivision Plat, whether improved or unimproved.

Article II (Use Regulations and Restrictions)

2.01. Lot, Sublot or Unit Uses.

(a) No use whatsoever shall be made of any Lot, Sublot, or Unit except its use and improvement for a single-family private residence.

Susan and I are concerned the McNees development plans go beyond the scope envisioned by City planners, the original developers, and the current Crossbuck CC&R's.

Thank you,

Brad Brickman

**RECORDING REQUESTED BY FRITZ X. HAEMMERLE
AND WHEN RECORDED MAIL TO:**

HAEMMERLE LAW, P.L.L.C.

P.O. Box 1800

Hailey, Idaho 83333

Phone: (208) 578-0520

Fax: (208) 578-0564

Instrument # 665602

HAILEY, BLAINE, IDAHO

12-11-2019 03:34:24 PM No. of Pages: 22

Recorded for : HAEMMERLE LAW PLLC

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Index to: COVENANTS & RESTRICTIONS

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**DECLARATION ESTABLISHING COVENANTS, CONDITIONS AND
RESTRICTIONS FOR THE CROSSBUCK TOWNHOME SUBDIVISION**

This Declaration is made this 11th day of December, 2019, by and William C. Sundali, Shane B. Mace, and Sharon L. Mace, trustees of the Mace Living Trust ("Owner") (hereafter collectively referred to as "Declarant"), with reference to the following facts:

RECITALS

A. The Declarants are the owners of all that real property described as Lots 1A, 2A, 3A and 4A, Block 67 of the City of Ketchum, according to the official plat on file and recorded in the Office of the County Recorder of Blaine County, Idaho; and

B. The Declarant proposes to develop said real property in accordance with the maps and plans approved under the zoning and subdivision ordinances and regulations of the City Ketchum, State of Idaho; and

C. Final plats for The Crossbuck Townhomes, ("Subdivision" or "Townhouse Plat") will be filed and recorded creating Sublots 3A and 3B, and Sublots 4A and 4B, Block 67, City of Ketchum, said Lots (1A, 2A, 3A and 4A) are described and depicted in the Plat attached hereto as Exhibit A.

NOW THEREFORE, it is hereby declared that the Lots and Sublots as shown on Exhibit A shall be conveyed subject to the following covenants, conditions and restrictions ("Declaration"):

ARTICLE I.
(DEFINITIONS)

1.01 "Association" shall mean the Crossbuck Subdivision Homeowners' Association, Inc., a nonprofit corporation organized under the laws of the State of Idaho and composed of the owners of the Lots, Sublots and Units as may be annexed hereto in accordance with the provisions of this declaration.

**DECLARATION ESTABLISHING COVENANTS, CONDITIONS AND RESTRICTIONS FOR
THE CROSSBUCK TOWNHOMES SUBDIVISION - 1**

1.02 "Declarant" shall mean the William C. Sundali, Shane B. Mace, and Sharon L. Mace, trustees of the Mace Living Trust ("Owner").

1.03 "Committee" shall mean the Design Review Committee established under Article IV hereof.

1.04 "Lot" shall mean the numbered Lots, Lots 1A and 2A, as shown on the subdivision Plat, whether improved or unimproved.

1.05 "Sublot" shall mean any of the numbered Sublots, Sublots 3A, 3B, 4A and 4B, as shown on the subdivision Plat, whether improved or unimproved.

1.06 "Owner" shall mean and refer to the record owner, including the Declarant, whether one or more persons, of the fee simple title of any of the numbered townhome units above described and includes contract buyers but excludes those having such interest merely as security for the performance of an obligation. The term "owner" does not include any lessee, guest or invitee of an "owner." For purposes of these Declarations, there shall be considered only one owner per Lot or Sublot.

1.07 "Plat" shall mean the Plat for the Cross Buck Townhome Subdivision, as recorded in the Office of the Recorder of Blaine County, Idaho, or as set forth in Exhibit A.

1.08 "Property" shall mean all of the land described in Exhibit A, and any property which may hereafter be subject to this declaration by execution and recordation of a supplemental declaration, as hereinafter provided.

1.09 "Declaration" means a declaration of covenants, conditions and restrictions which may be recorded for the purposes of annexing additional property to the Cross Buck Townhome Subdivision, such property to be subject to the scheme of covenants, conditions and restrictions contained in this declaration.

1.10 "Unit" shall mean the numbered townhome units shown on the subdivision Plat, whether improved or unimproved.

1.11 All the recitals and definitions contained therein are incorporated herein by reference.

ARTICLE II.
(USE REGULATIONS AND RESTRICTIONS)

2.01. Lot, Sublot or Unit Uses.

(a) No use whatsoever shall be made of any Lot, Sublot or Unit except its use and improvement for a single family private residence. Lots, Sublots and Units owned by Declarant or its nominee may be used as construction offices or for the purpose of selling

the Lots, Sublots or Units. Lease or rental of a Lot, Sublot or Unit for lodging or residential purposes shall not be considered a violation of this Declaration. Further, an Owner may conduct business activities within a residence located on a Lot, Sublot or Unit so long as such business activities (i) are not observable or detectable from the exterior of the residence, (ii) comply with all governmental rules, regulations, and ordinances, (iii) do not involve any kind of regular visitation by clients, customers, suppliers or other business invitees, (iv) do not involve door-to-door solicitations within the Property (v) do not constitute a nuisance, or a hazardous, illegal, or offensive use, or threaten the security or safety of other persons, as may be determined by the Board in its sole discretion, and (vi) otherwise are in compliance with the Declaration. This paragraph is not subject to be amended.

(b) The subdividing or combination of Lots or Sublots is controlled by the applicable zoning codes of the City of Ketchum.

(c) No activities shall be conducted in any Unit or on any Lot or Sublot and no improvements constructed thereon which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any Lot or Sublot. No open fires shall be lighted or permitted on any Lot or Sublot, except while under the direct supervision, control and surveillance of the Lot or Sublot owner; provided, however, burning trash, garbage and other refuse is prohibited.

2.02. Lots, Sublots and Units to be Maintained/Landscaping.

(a) All Lots, Sublots and Units shall be maintained by the Owner thereof, both prior to and after construction of improvements thereon, in an attractive manner, free of trash and other unsightly material. All improvements to any Lot, Sublot and Unit shall at all times be kept in good condition and repair and adequately painted or otherwise finished by the owner thereof, and no improvement shall be entitled to fall into disrepair. All landscaping shall be maintained in a neat, trim and orderly fashion.

(b) Each Sublot will be landscaped by the Developer. It is the intent of these restrictions to maintain the original plan. The Design Review Committee may modify the plan as desired.

2.03. Use of Temporary Structures Prohibited. Without the prior consent of the Association, no trailer, recreational vehicle, or garage shall be used as a temporary or permanent residence nor shall any residential structure be moved onto said subdivision from any other location.

2.04. Fences. Any fence must be of a similar type and design as the first constructed fence, or as otherwise approved by the Association. The Association shall have control over the design of all fences, including those located on the Lots and Sublots. This provision of Design control is specific and shall govern over any other provisions of this Declaration.

2.05. Parking Regulations.

(a) Each Owner and his or her invitees, licensees, lessees, and guests shall at all times park their vehicles in that particular Owner's driveway on that particular Owner's Lot, Sublot or Unit.

(b) No trailer, boat, camper, motorcycles, snow mobiles, water craft of any kind, or any other type of recreational vehicle shall be kept on a Lot, Sublot or Unit except within an enclosed building or on parking areas, if any, specifically designated on the plat or as otherwise allowed by the Association for parking of such vehicles. With the exception of winter recreational vehicles, including but not limited to snowmobiles, none of the aforementioned types of vehicles may be kept within the Subdivision between October 31st and May 1st.

(c) No commercial or industrial trucks (with the exception of standard pickups or vans), trailers or large recreational vehicles shall be parked or stored on any Lot or Unit or on any of the streets fronting on any Lot, Sublot or Unit, except within the garage or in conjunction with construction of any improvements on such Lot, Sublot or Unit.

2.06. Signs. With the exception of standard size "For Sale" or "For Rent" signs (which shall not be larger than 20" by 26"), no sign of any kind shall be displayed to the public view on any Lot, Sublot or Unit except as permitted by the Committee.

2.07. Mail and Newspaper Receptacles. Should delivery conditions or regulations dictate that there be free standing newspaper receptacles or mail boxes, the type of box and/or cluster arrangement shall be determined and/or approved by Association.

2.08. Garbage. No Lot, Sublot or Unit shall be used or maintained as a dumping ground for rubbish, machinery, equipment or motor vehicles. Trash, garbage or other waste shall not be kept except in sanitary containers. All trash cans, garbage containers or other equipment for temporary storage and disposal of such material shall be kept in a clean and sanitary condition. All trash receptacles shall be kept in a garage or stored onsite and not in view of any other lot owner, except as may be necessary for garbage pick-up.

2.09 Planting in Right-of-Way. No trees, hedges or shrub plantings shall be permitted within the road right-of-ways or alleys.

2.10. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, Sublot or Unit, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. All Lots, Sublots or Units and improvements thereon shall be kept and maintained by the Owner thereof in a clean, safe, attractive and slightly condition and repair.

2.11. Protection of Easements. Easements for installation and maintenance of utilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot or Sublot and all improvements in it shall be maintained continuously by the Owner of the Lot or Sublot, except for those improvements for which a public authority or utility company is responsible.

2.12. Pets and Animals. No horses or other farm animals or livestock may be kept on any Lot or Sublot. With respect to all other animals, only owners may have pets. Dogs, when outside, must be at all times in an enclosed yard, leashed, or under the Owner's direct supervision. As set forth in 2.02, no fences are allowed, and therefore, no dog kennels are allowed. Should owners desire to control pets, they must use underground invisible fence systems. Any household pet will be subject to expulsion from the Property upon complaint of three (3) or more Association members, and upon a finding by the Board of Directors of the Association that said animal has created a nuisance. Excessive barking by dogs shall be considered a nuisance and may be abated as provided by these Declarations or otherwise allowed by law.

2.13 Utility Lines. All utility lines of any kind upon any Lot or Sublot for the transmission of utilities, telephone service, the reception or audio or visual signals (with the exception of satellite dishes with a diameter of less than thirty (30) inches) or electricity, and all pipes for water, gas, sewer, drainage, or other utility purposes, shall be installed and maintained below the surface of the ground. The Subdivision has a common twenty (20) foot utility easement running through the middle of the Subdivision. If any of the common utility lines are damaged or in need of repair or replacement, such costs of maintenance, repair or replacement shall be shared equally by all Lot and Sublot owners. If there are stub lines running from the common lines that provide service to individual Lots or Sublots, the cost of maintenance, repair and replacement of the individual stub lines will be paid by the Lot or Sublot owner.

2.14. Snow Storage. No Snow may be stored or plowed from the private Lots or Sublots onto the common areas. The Association is responsible for the storage and removal of snow from each entry way, driveway, sidewalk and alleyway. The Association will determine a single contractor to perform snow removal for the all of the Lots and Sublots, and the associated costs will be split evenly by each Lot and Sublot owner.

2.15 Maintenance of Alleyway. The Association and Lot and Sublot owners are responsible for the maintenance and snow plowing, and general upkeep associated with the thirty (30) foot alleyway depicted on the Plat, Exhibit A. There are no plans to complete the alleyway development. However, if the alleyway is to be constructed, the Declarants will be jointly and severally responsible for the costs associated with this construction.

2.16 Window Shades/Coverings. All window coverings shall be of a neutral color to match the outside of the color of the buildings. Window coverings must be expressly approved by the Association, in writing.

2.17 Exemption of Declarant. Nothing in this Declaration shall limit or interfere with the right of Declarant to complete development, excavation, grading, landscaping, and construction of the Property or any part thereof, or to alter the foregoing or to construct such additional improvements as Declarant deems advisable in the course of development of the Property as long as any Lot, Sublot or Unit owned by Declarant remains unsold, or to use any structure as a model home or real estate sales office. The rights of the Declarant in this Declaration may be assigned by Declarant.

ARTICLE III. **(DESIGN CONTROL)**

3.01 The Design Review Committee shall be composed of four members, each of whom shall be an Owner of a separate Sublot within the Subdivision, Sublots 3A, 3B, 4A and 4B (hereinafter "Sublot Owners" or "Sublots"). By unanimous vote of the Sublot Owners, the Committee may designate a representative to act for it, in which case, use of the word Committee herein shall mean that designated representative. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. If no Committee is designated or formed, then the Board of Directors of the Association, as set forth in Article IV, shall be responsible for all Design Review, and any action may be approved by two-thirds vote of the Board of the Directors.

3.02. The Design Review Committee shall have no authority or control over Lot 1A and Lot 2A. Likewise, the owners of Lots 1A and Lot 2A shall have no control over any Design Review for the Sublots.

3.03. Unless a single person is designated to perform Design Review functions on behalf of the Committee, said approval being confirmed in writing, the vote or written consent of three-quarters of the Committee (75%) members shall constitute action of the Committee.

3.04. No changes in the existing state of any Sublot shall be made or permitted without the prior written approval of the Committee. Changes in the existing state of a Sublot shall include without limitation, fences, the construction of any building, structure or other improvement, including utility facilities; the excavation, filling or similar disturbance of the surface of the land including, without limitation, change of grade, stream bed, ground level or drainage pattern, the clearing, marring, defacing or damaging of significant trees, shrubs, or other growing things; the landscaping texture or exterior appearance of any previously approved change in the existing state of a Sublot. The original color scheme and exterior appearances of structures on the Sublots shall be maintained, unless otherwise approved by the Sublot Owners. Notwithstanding the foregoing, approval of the Committee shall not relieve a Sublot Owner of its

obligation to obtain appropriate approvals from local, state and/or federal agencies with respect to the proposed change if required.

3.05. Subject to other restrictions contained in this Declaration, the Committee shall have complete discretion to approve or disapprove any change in the existing state of a Sublot Unit and shall exercise such discretion with the following objectives in mind: to carry out the general purposes expressed in this declaration; to prevent violation of any specific provision of this declaration or any supplemental declaration; to prevent any change which would be unsafe or hazardous to any persons or property; to minimize obstruction or diminution of the view of others; to preserve visual continuity of the area and to prevent a marked or unnecessary transition between improved and unimproved areas and any sharp definition of boundaries of property ownership; to assure that any change will be of good and attractive design and in harmony with the natural setting of the area and will serve to preserve and enhance existing features of natural beauty; to assure that material and workmanship for all improvements are of high quality comparable to other improvements in the area; and to minimize maintenance and assure a better appearing area under all conditions.

3.06. Prior to expenditures of any substantial time or funds in the planning of any proposed change in the existing state of a Sublot, the Owner of the Sublot Unit shall advise the Design Committee in writing of the general nature of the proposed change; shall, if requested by the Committee, meet with a member or members of the Committee to discuss the proposed change; shall read or become familiar with any guides or guidelines which may have been prepared or formulated by the Committee; and shall, if requested by the Committee, furnish the Committee with preliminary plans and specifications for comment and review.

3.07. After the nature and scope of a proposed change in the existing state of the Sublot Unit is determined and prior to the commencement of work to accomplish such change:

(a) With respect to all changes other than buildings and structures, the Committee may, in its discretion, authorize the proposed change without obtaining additional information, or may require the Sublot Owner to furnish the Committee with three (3) copies of a complete and full description of the proposed change in writing and with drawings, drawn to such scale as may be reasonably required by the Committee, showing all boundaries, showing existing and proposed contour lines and elevations at reasonably detailed intervals, showing all existing and proposed improvements, showing the existing and proposed drainage pattern, showing the existing and proposed utility and sanitation facilities, showing the existing or proposed substantial trees and shrubs. There shall also be furnished to the Committee any and all further information with respect to the existing state of the Sublot Unit which the Committee may reasonably require, to permit it to make an informed decision on whether or not to grant approval of the change. Approvals of changes pursuant to this section must be made in writing by at least one (1) member of the Committee. Notwithstanding the foregoing, Committee approval shall not be required for the planting or removal of insubstantial trees, shrubs, and flowers.

(b) With respect to all buildings and other structures, and other changes for which the Committee, in its discretion, deems necessary, the Committee may require, in addition to descriptions required in Section 3.06(a), submission in duplicate, of floor plans, elevation drawings from four (4) sides, all drawn to such scale as may be reasonably required by the Committee; descriptions of exterior materials and colors and, if deemed appropriate by the Committee, samples of the same; final construction specifications; and a landscaping plan showing existing and proposed substantial trees and shrubs. Where buildings or structures or other improvements which reasonably require plans and specifications are proposed to be constructed or built, a reasonable fee, as shall be determined from time to time by the Association, shall be paid to the Association to cover costs and expenses of review. Prior to giving approval to a proposed change in the existing state of a Sublot Unit, at least one (1) member of the Committee shall physically inspect the Sublot Unit. No proposed building or structure shall be deemed to have been approved by the Committee unless its approval is in writing executed by at least two (2) members of the Committee; provided, that approval shall be deemed given if the Committee fails to approve or disapprove of a proposed change or to make additional requirements or request additional information within twenty-one (21) days after a full and complete description of the proposed change and all additional instruments, documents and plans have been furnished in writing to the Committee with a written and specific request for approval.

3.08. After approval by the Committee of any proposed change in the existing state of the Sublot, the proposed change shall be accomplished as promptly and diligently as possible and in complete conformity with the description of the proposed change and any plans and specifications provided to the Committee. Failure to accomplish the change strictly in accordance with the description thereof and plans and specifications therefor within eighteen (18) months of the date of Committee approval, unless an extension is granted by the Committee upon a showing of good cause, shall operate to automatically revoke the approval of the proposed change, and, upon demand by the Committee, the Sublot Unit shall be restored as nearly as possible to its state existing prior to any work in connection with the proposed change. The Committee and its duly appointed agents may enter upon any Sublot Unit at any reasonable time or times to inspect the progress or status of any changes in the existing state of a Sublot being made or which may have been made. The Committee shall have the right and authority to record a notice to show that any particular change in the existing state of a Sublot Unit has not been approved or that any approval given has been automatically revoked.

ARTICLE IV.

(ESTABLISHMENT, ORGANIZATION AND RESPONSIBILITIES OF ASSOCIATION)

4.01 Association. The Cross Buck Townhome Subdivision Association, is incorporated as an Idaho not for profit corporation. The purposes and powers of the Association and the rights and obligations inherent in membership are set forth in its Articles of Incorporation as supplemented by the provisions of this Declaration and any bylaws. The Association is and shall be obligated (a) to accept title to and maintain Common Areas, if any,

and (b) to assume the functions and obligations imposed on it or contemplated for it under this Declaration and any similar functions and obligations under any supplemental declaration with respect to property now or hereafter subject to the declaration.

4.02 Board of Directors/Officers. The Association shall be governed by a Board composed of three (3) Directors, all of whom shall be elected at the first annual meeting. Unless otherwise stated, the President of the Corporation is authorized to act on behalf of the Association. Unless stated herein, the composition of the Board, number of Officers and duties shall be as set forth in the Idaho Nonprofit Corporation Act, Idaho Code Sections 30-30-101 through 30-30-1204, and as amended.

4.03 Membership. Each Owner of each Lot or Sublot is subject to assessment by the Association and shall be a member of the Association. Said membership shall be appurtenant to and shall not be severed from the Lot or Sublot.

4.04 Voting Rights. The Association shall have two classes of voting membership:

(a) Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot or Sublot. When more than one person holds an interest in any Lot or Sublot, all such persons shall be members. The vote for such Lot or Sublot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot or Sublot.

(b) Class B. The Class B members shall be the Declarant(s) and shall be entitled to three (3) votes for each Lot or Sublot owned. Class B membership shall cease and be converted to Class A membership on the occurrence of the later of any of the following events:

(i) when the total votes outstanding in the Class A membership in the Association equal the total votes outstanding in the Class B membership in said Association;

(ii) the fourth anniversary of the recording of this declaration; or

(iii) when the Declarant(s) no longer hold title to any Lot or Sublots.

(c) Any vote may be cast by an Owner in person or by proxy. All proxies shall be in writing, dated and signed by the Owners and filed with the Board of Directors before commencement of any meeting. No proxy shall extend beyond the specific meeting for which it was executed, and every proxy shall automatically cease upon sale by the Owners of his or their Lot, Sublot or Unit or upon death or incapacity of the member executing the proxy statement.

(d) Where the vote or written assent of the membership is required for any action contemplated herein, such action shall require the prescribed percentage of each class of voters during the time there are two classes of membership.

4.05 Meetings.

(a) Regular and special meetings of the Association will be held at the time and in the place prescribed by the By-Laws of the Association.

(b) Written notice of any meeting of the members of the Association shall be sent to all members at their address shown in the books of the Association and as otherwise set forth in the By-laws. The presence at any meeting of the members or of proxies entitled to cast fifty percent (50%) of all of the votes of each class of membership shall constitute a quorum. If the required quorum is not present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented. Such adjournment shall be for not less than five (5) days and not more than thirty (30) days from the original meeting date. In the absence of a quorum, no other business may be conducted at any such meeting.

(c) All elections shall be by secret ballot. Cumulative voting procedures shall be prescribed at all elections at which more than one position on the governing body is to be filled.

(d) So long as there are two classes of membership, one (1) director shall be elected solely by the votes of the Class A members.

(e) Regular meetings of the Directors shall be held at least annually, or otherwise decided by the directors.

4.06 Miscellaneous Services. The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation, management and upkeep of the Property, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom it contracts. The Association may obtain and pay for legal and accounting and other professional services necessary or desirable in connection with the operation, upkeep and management of the Property or the enforcement of this Declaration, the Articles, Bylaws or Rules.

4.07. Enforcement. The Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all covenants, conditions, restrictions, easements, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, including the Articles, Bylaws, Rules, or any guidelines adopted pursuant to this Declaration. Failure by the Association or by any Owner to enforce any such provision shall in no event be deemed a waiver of the right to do so thereafter.

(a) Neighbor Disputes. In disputes involving two or less Owners claiming to be impacted, affected or aggrieved by an alleged violation by another Owner, such Owner(s) shall first communicate with the offending Owner to find a mutually acceptable

resolution of the dispute. Only after such communication has been made and resolution attempted will the Association become involved in such disputes and then only if the Association deems the issue to be one of importance to all Owners or to be necessary to protect its rights under the Declaration. The Association may become involved in disputes at its sole discretion.

(b) Mediation. Notwithstanding any other provision in this Declaration, except in emergencies, in cases where immediate injunctive relief is necessary, or where it is clear that mediation would be futile, prior to the instigation of any litigation, either by an Owner(s) or the Association, to enforce or construe the terms of this Declaration, all parties shall attempt to reach a mutually acceptable resolution of the dispute, either informally or if no resolution may be obtained informally then through a formal mediation process. The purpose of the mediation is to identify the issues, reduce misunderstandings, clarify priorities, explore areas of compromise, and find points of agreement. In the event a resolution is not obtained after formally mediating for a reasonable period, litigation may be commenced.

4.08. Non-waiver. The failure of the Association or individual owners to enforce the provisions of this Declaration shall not constitute a waiver of the provisions of the Declaration.

ARTICLE V.
(PROPERTY RIGHTS AND RIGHTS OF ENJOYMENT)

5.01 Each Member of the Association shall have the right of enjoyment of the facilities located thereon which are appurtenant to the member's Lot, Sublot or Unit, subject to the terms of this Declaration and the following conditions:

(a) The right of the Association, as provided in its Bylaws to suspend the rights and privileges, including voting rights of any member for any period during which an assessment (to which his interest is subject) remains unpaid and for a period not to exceed thirty (30) days for each infraction of its published rules and regulations and for the right to impose monetary penalties for violation of such rules and regulations after hearing by the Board of Directors of the Association. Any Owner shall be given thirty-days (30) notice of any such hearing by personal service or by certified mail to his address as it appears on the books of the Association.

(b) The right of the Association to charge reasonable fees for use and purposes of the Association.

5.02 The Association shall have the obligation at its expense to maintain in a clean and orderly manner and in a good state of repair its Common Area and all improvements located thereon and to operate in a competent and efficient manner, all facilities located in its Common

Area; and in the event of damage or destruction to the improvements, to repair and restore promptly after such damage or destruction occurs, all improvements thereon.

5.03 Any member may delegate his rights of enjoyment in the Common Area, if any, and in the privileges of the Association to the members of his family who reside upon a Lot, Sublot or Unit, to any of his tenants who reside thereon under a leasehold interest for a term of one month or more, and to his guests; subject, however, to the Bylaws, rules, regulation and limitations of the Association. Such member shall notify the Secretary in writing of the name of such person and of the relationship of the member to such person. The rights and privileges of such person are subject to suspension the same as members of the Association, as provided in paragraph (a) of Section 1 of this Article.

ARTICLE VI. **(CREATION OF ASSESSMENT LIENS)**

6.01 Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot, Sublot or Unit owned within the Property hereby covenants, and each Owner of any Lot, Sublot or Unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the respective Association Annual assessments or charges and special assessments or charges for the purposes provided in this Declaration, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

6.02 Purpose. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners, for the improvement, maintenance, upkeep, repair and replacement of the Common Area, improvements thereon, and Association Property, for the enforcement of this Declaration, the Articles, the Bylaws and the Rules, for the administration and operation of the Association and Common Area, and for such other matters expressly provided or implied in this Declaration, the Articles, Bylaws, and Rules of the Association.

6.03 Annual Assessments.

(a) At least thirty (30) days prior to the beginning of each fiscal year, the Board shall estimate expenses to be incurred by the Association during such year in performing its functions under this Declaration (including reasonable provision for contingencies and appropriate replacement reserves, less any expected income and any

surplus from the prior year's fund). A sum sufficient to pay such estimated net charges will be assessed to the Owner of each Lot or Sublot in an equal amount, and levied against each Lot, Sublot or Unit. If said sum proves to be inadequate for any reason, including nonpayment of any Owner's assessment, the Association may at any time levy a further Assessment which shall be assessed and levied equally upon each Lot, Sublot or Unit and the Owner thereof.

(b) The annual assessments provided for herein shall commence on the first day of the month following the closing of the first sale of a Lot, Sublot or Unit to a purchaser.

(c) Annual assessments shall be fixed on a pro rata basis for each Lot or Sublot and shall be collected by the Association on a quarterly basis, or otherwise as fixed by the directors. Owners shall not be entitled to take offsets from assessment amounts for any reason.

(d) Without written consent or a majority vote by the members of the Association, the annual assessment may not be increased more than twenty percent (20%) over that of the last preceding annual assessment.

6.04 Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement to be performed on the Lots, Sublots or Units or Common Area or of a capital improvement upon the Association's Common Area, including fixtures and personal property related thereto, for the purpose of performing any unanticipated maintenance, and for unanticipated extraordinary expenses incurred by the Association.

6.05 Unpaid Assessments. Any assessment not paid within thirty (30) days after the due date, shall bear interest from the due date at the maximum rate allowed by law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot, Sublot or Unit, and may recover all costs and fees incurred in such action. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot, Sublot or Unit. Each of the Owners do hereby grant and appoint the Board of Directors as trustee to enforce such lien and to foreclose such lien by private power of sale, and the authority and power to sell the Unit or Lot of such defaulting Owner, or any part thereof, to satisfy said lien, for lawful money of the United States to the highest bidder. Such lien and the right to foreclose the same shall be in addition to and not in substitution for all other rights and remedies which the Owner and the Board of Directors may have to enforce the provisions hereof.

6.06 Lien for Assessments. All sums assessed to any Lot, Sublot or Unit pursuant to this Declaration and its amendments, together with interest thereon as provided herein, shall be

secured by a lien on such Lot, Sublot or Unit in favor of the Association upon recordation of a notice of assessment lien as provided herein. No lien is perfected unless the Association complies with the lien requirements as set forth by Idaho law, including Idaho Code Section 45-810, and as amended.

6.07 Remedies. In addition to the remedies stated above, the Association or individual Lot or Sublot owner may pursue any lawful or equitable remedy.

ARTICLE VII.
(DAMAGE OR DESTRUCTION OF COMMON AREA IMPROVEMENTS)

In the event of damage to or destruction of the property of the Association, or any part thereof, the Association shall repair or replace the same from the insurance proceeds payable to it by reason of such damage or destruction. If any such damage or destruction was insured against and the insurance proceeds are insufficient to cover the cost of repair or replacement of the property damaged or destroyed, the Association may make a special assessment in accordance with the provisions of this declaration, to cover the additional cost of the repair or replacement not covered by the insurance proceeds. Such special assessment is in addition to any other regular assessments made against Owners and is subject to the rules herein relating to Special Assessments. If any damage or destruction is caused by a casualty not insured against, then the repair or reconstruction shall be accomplished in the manner provided by a written agreement approved by the Owners representing more than fifty percent (50%) of all the Lot, Sublots or Units after the plans for any repairs or reconstruction have been approved by the Association.

ARTICLE VIII.
(LENDER'S REGULATIONS)

In order that residential dwelling units erected on the Property may qualify for existing subsidized lending programs, it is declared that the following rights exist in favor of any first mortgagee, notwithstanding contrary or conflicting provisions contained herein.

8.01 The first mortgagee of any dwelling unit may, by written notice to the Association, request written notice of any default by the mortgagor of such dwelling unit in the performance of such mortgagor's obligations under this declaration within thirty (30) days. Such request shall state the name and mailing address of the mortgagee, and the official records book and page number, file number or other reference identifying such recording, and the Lot, Sublot or Unit number encumbered by said mortgage, and a reference to this declaration. Each notice of default given pursuant to such request may be sent by regular mail, postage prepaid, addressed to the mortgagee at the address stated in such request. Following the lapse of two (2) years from the date of receipt of the written request last given by any mortgagee pursuant to this Article, the Association shall have no further duty to notify such mortgagee if mortgagor defaults.

8.02 Any first mortgagee who comes into possession of a dwelling unit pursuant to the remedies provided for in the mortgage, or foreclosure of the mortgage, shall be exempt from an

existing right of first refusal of any party as to the purchase of such dwelling unit from the mortgagee thereof.

8.03 Unless at least seventy-five percent (75%) of the first mortgagees (based upon one (1) vote for each mortgage) of dwelling units within the subdivision have given their prior written approval, the Association shall not be entitled to:

(a) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer real estate or improvements thereon which are owned, directly or indirectly, by the Association for the benefit of the dwelling units in the subdivision. (The granting of easements for public utilities or for other public purposes consistent with the intended use of such subdivision shall not be deemed a transfer within the meaning of this clause);

(b) Change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner;

(c) By act or omission change, waive or abandon any scheme or regulation, or enforcements thereof, pertaining to the architectural; design or the exterior appearance of dwelling units, the maintenance of party walls, or common fences and driveways, or the upkeep of walls and plantings in the subdivision;

(d) Fail to maintain fire and extended coverage on insurable Common Area on a current replacement cost basis in an amount of not less than one hundred percent (100%) of the insurable value (based on current replacement cost); and

(e) Use hazard insurance proceeds for losses to any Common Area for other than the repair, replacement or reconstruction of such improvements.

8.04 First mortgagees shall have the right to examine the books and records of the Association, upon reasonable advance request in writing.

8.05 First mortgagees of dwelling units in the subdivision, may jointly or singly, pay taxes which are in default and which may or have become a charge against Common Area and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on lapse of a policy, for such property and first mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

8.06 Nothing herein or in the Articles of Incorporation of the Association, or in any other instrument relating to the Property, gives any Owner of any Lot, Sublot or Unit or other party priority over any rights of first mortgagees pursuant to their mortgages, in the case of distribution to such Owners of insurance proceeds or condemnation awards for losses to or a taking of common property in the subject subdivision.

8.07 The terms "mortgage", "mortgagor" and "mortgagee" as used in this Article shall include respectively, a deed of trust and the trustor and beneficiary thereunder.

ARTICLE IX.
(MISCELLANEOUS PROVISIONS)

9.01. Severability/Applicable Law. In the event of any inconsistency between applicable law and any of these covenants or restrictions the applicable law shall govern if the covenant or restriction would otherwise be invalidated. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no ways affect any other provisions which shall remain in full force and effect.

9.02. Choice of Law. This Agreement shall be governed by the law of the State of Idaho.

9.03. Wavier. The partial or complete invalidity of any one of more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.

9.04. Attorney's Fees and Costs. Should any Lot or Sublot owner or Association employ an attorney to institute suit to enforce or interpret any provisions of or to protect its interest in any matter arising under the Declaration, the Articles, Bylaws, Rules, or any guidelines adopted pursuant to the Declaration, the prevailing party in such action shall be entitled to an award of their costs and attorney fees, including costs and fees on appeal.

9.05. Headings. The headings given to the Articles of this Agreement are for ease of reference only and shall not be relied upon or cited for any other purpose.

9.06. Amendment. The provisions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. Unless otherwise provided herein, this Declaration may only be amended by an instrument approved and signed by not less than four (4) out of the six (6) Lot or Sublot Owners. The Design Review Committee's powers and jurisdiction shall not be amended unless there is unanimous consent from all Lot and Sublot Owners. Any amendment must be recorded. Any such amendment shall be binding upon every Owner and every Lot, Sublot or Unit whether or not the burdens thereon are increased or decreased by such amendment and whether or not the Owner of each and every Lot, Sublot or Unit consents thereto.

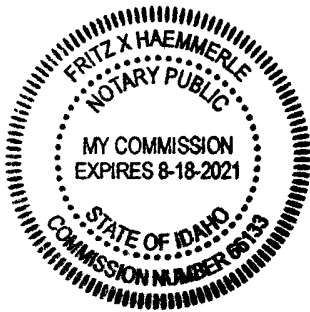
9.07. Idaho Nonprofit Corporation Act. To the extent there are any inconsistencies between this Declaration and the provision of the Idaho Nonprofit Corporation Act, the Idaho Nonprofit Corporation Act shall control.

DATED this 11th day of December, 2019.

William C Sundali
By: William C. Sundali

STATE OF IDAHO)
) ss.
County of Blaine)

On this 11th day of December, in the year of 2019, before me, a Notary Public in and for said State, personally appeared William C. Sundali, known or identified to me the person who subscribed his name to the foregoing instrument, and acknowledged to me that he executed the same.



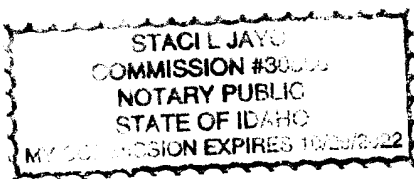
Fritz Haemmerle
Notary Public for Idaho
Residing at 17401 24th St
My Commission expires: 8/18/21

Shane B. Mace

By: Shane B. Mace, trustee of the Mace Living Trust

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

On this 10th day of December, in the year of 2019, before me, a Notary Public in and for said State, personally appeared Sharon L. Mace, known or identified to me to be a trustee of the Mace Living Trust, who Sharon L. Mace subscribed his name to the foregoing instrument, and acknowledged to me that he executed the same in said Trusts.



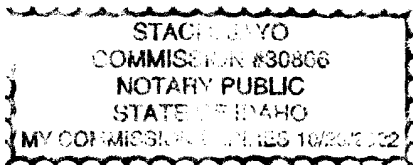
Staci L. Jayo

Notary Public for Idaho
Residing at Meridian, Id
My Commission expires: 10/29/2022

Sharon L. Mace
By: Sharon L. Mace, trustees of the Mace Living Trust

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

On this 10th day of December, in the year of 2019, before me, a Notary Public in and for said State, personally appeared Sharon L. Mace, known or identified to me to be a trustee of the Mace Living Trust, who subscribed her name to the foregoing instrument, and acknowledged to me that she executed the same in said Trusts.



Staci L. Jayo

Notary Public for Idaho
Residing at Meridian, Id
My Commission expires: 10/29/2022

(EXHIBIT A)

Insert Recorded Plat

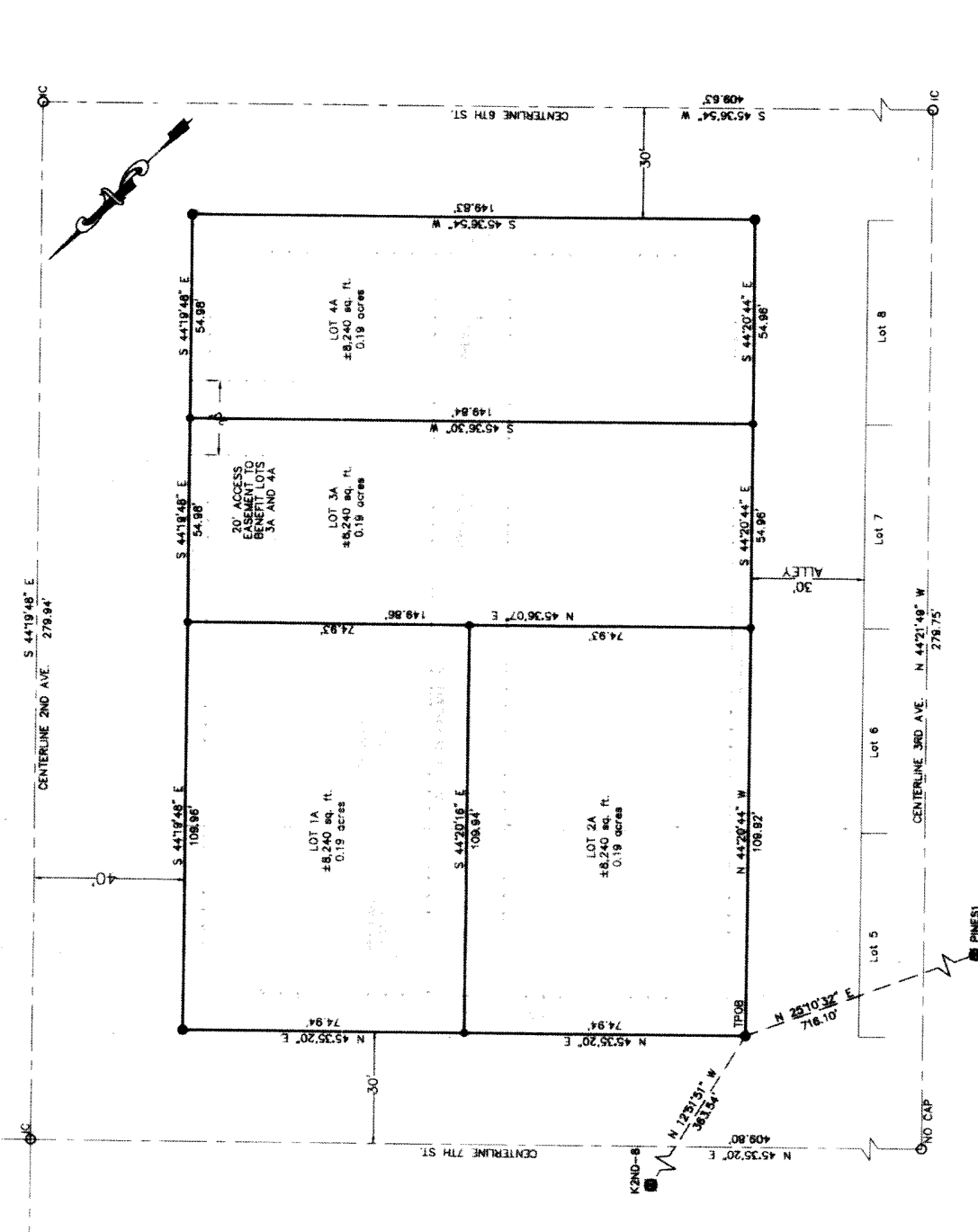
LOTS 1A, 2A, 3A & 4A, BLOCK 67, KETCHUM TOWNSITE

WHEREIN LOTS 1, 2, 3 & 4 ARE RECONFIGURED AS SHOWN

LOCATED WITHIN S13, T4 N., R17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO

FEBRUARY 2019

GRAPHIC SCALE



NOTES

- 1) Basis of Bearing is Idaho State Plane Coordinate System, NAD83(1982), Central Zone, at Grid, in US Survey Feet. Combined Scale Factor is 0.9998071. Ground Distances will be slightly longer.
- 2) Documents that may affect this plot are recorded in Blaine County Records as Instrument Numbers 195365 (Survey), 304411-304414 (Municipal Quit Claim Deeds), and 657369 (Development Phasing Agreement).
- 3) The total water system is private from point of connection with the main on 7th Street. Owner and all successors are responsible for the installation, maintenance, repair and other costs associated with the private water main serving Lots 1A-4A. In accordance with the Construction Phasing Agreement recorded in Blaine County Records as Instrument Number 657569.
- 4) The sewer main and manholes are public from the starting manhole continuous to the 7th Street manhole.

LEGEND

- Centerline Street/Avenue
- Subject Boundary Lines
- Easements as Shown
- BCGIS Control and Ties
- Previous Lot Lines
- SET 1/2" = Set 1/2" Rebar PLS 7046
- Set 5/8" = Set 5/8" Rebar PLS 7046
- FND 5/8" = Found 5/8" Rebar As Shown
- IC Illegible Cap



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.

03-20-2019
Date

[Signature]
South Central-District Health Dept., EHS

CERTIFICATE OF OWNERSHIP

This is to certify that we, the undersigned, are the owners in fee simple of the following described parcel of land:
 A parcel of land located within Section 11, Township 4 North, Range 17 East, Boise Meridian, City of Ketchum, Blaine County, Idaho; more particularly described as follows:

Lots 1, 2, 3, and 4, in Block 67, of the City of Ketchum, according to the official plat thereof on file in the office of the County Recorder of Blaine County, Idaho. To be replatted as lots 1A, 2A, 3A, and 4A, Block 67 Ketchum Township.

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

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

William C. Sundali
 William C. Sundali, an Unmarried Man
Sharon L. Mace
 Sharon B. Mace, Trustee of the Mace Living Trust
Sharon L. Mace
 Sharon L. Mace, Trustee of the Mace Living Trust

ACKNOWLEDGMENT

STATE OF Idaho }
 COUNTY OF Blaine } ss
 On this 04 day of March, 2019, before me, a Notary Public in and for said State, personally appeared William C. Sundali, an unmarried man, known or identified to me, to be the person whose name is subscribed to the Owner's Certificate and acknowledged to me that he 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.

Anthony Chen
 Notary Public
Ketchum, Idaho
 Residing at
05-04-2024
 My Commission Expires



STATE OF Idaho }
 COUNTY OF Blaine } ss
 On this 04 day of March, 2019, before me, a Notary Public in and for said State, personally appeared Sharon B. Mace, and Sharon L. Mace, Trustees of the Mace Living Trust known or identified to me, to be the persons whose names are subscribed to the Owner's Certificate and acknowledged to me that they executed the same.

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

Sharon B. Mace
 Notary Public
Sharon B. Mace
 Residing at
10/29/2022
 My Commission Expires



SURVEYOR'S CERTIFICATE

I, Bruce Smith, a duly licensed Professional Land Surveyor in the State of Idaho, do hereby certify that this plat of Lots 1A, 2A, 3A, and 4A, Block 67, City of Ketchum, is a true and accurate map of the land surveyed under my direct supervision and that it is in accordance with the Idaho State Code relating to plats and surveys.



COUNTY SURVEYOR'S APPROVAL

I, Sam Young, County Surveyor for Blaine County, Idaho, have checked the foregoing plat and computations for making the same and have determined that they comply with the laws of the State of Idaho relating thereto.

Sam Young
 Sam Young, No. 1157
 County Surveyor

APPROVAL OF CITY COUNCIL

The foregoing plat was approved by the City Council of Ketchum, on this 04 day of March, 2019.



Allen West
 City Clerk

CITY ENGINEER'S APPROVAL

The foregoing plat was approved by Sharon L. Mace, City Engineer for the City of Ketchum on this 04 day of March, 2019.

Sharon L. Mace
 City Engineer

COUNTY TREASURER'S APPROVAL

I, the Undersigned, County Treasurer in and for Blaine County, State of Idaho, per the Requirements of Idaho Code 50-1308, do hereby certify that any and all Current and/or Delinquent County Property Taxes for the Property included in this Plat of Lot 1A, 2A, 3A, 4A, Block 67, City of Ketchum have been paid in full on this 15 day of MARCH, 2019. This Certification is valid for the next thirty (30) days only.

James Quinn
 Blaine County Treasurer

COUNTY RECORDER'S CERTIFICATE

STATE OF IDAHO }
 COUNTY OF BLAINE }

This is to certify that the foregoing Plat was Filed in the Office of the Recorder of Blaine County, Idaho, and Duly Recorded at the Time, Date, and Instrument Number shown below.

Instrument # 688998
 FILED: ALPINE INC. 10/29/2022
 REC'D: ALPINE INC. 10/29/2022
 REC'D: ALPINE INC. 10/29/2022
 REC'D: ALPINE INC. 10/29/2022

Ex-officio Recorder

**RECORDING REQUESTED BY FRITZ X. HAEMMERLE
AND WHEN RECORDED MAIL TO:**

HAEMMERLE LAW, P.L.L.C.

P.O. Box 1800

Hailey, Idaho 83333

Phone: (208) 578-0520

Fax: (208) 578-0564

Instrument # 665602

HAILEY, BLAINE, IDAHO

12-11-2019 03:34:24 PM No. of Pages: 22

Recorded for : HAEMMERLE LAW PLLC

JOLYNN DRAGE Fee: 73.00

Ex-Officio Recorder Deputy

Index to: COVENANTS & RESTRICTIONS

JB

(Space above line for recorder's use)

**DECLARATION ESTABLISHING COVENANTS, CONDITIONS AND
RESTRICTIONS FOR THE CROSSBUCK TOWNHOME SUBDIVISION**

This Declaration is made this 11th day of December, 2019, by and William C. Sundali, Shane B. Mace, and Sharon L. Mace, trustees of the Mace Living Trust ("Owner") (hereafter collectively referred to as "Declarant"), with reference to the following facts:

RECITALS

A. The Declarants are the owners of all that real property described as Lots 1A, 2A, 3A and 4A, Block 67 of the City of Ketchum, according to the official plat on file and recorded in the Office of the County Recorder of Blaine County, Idaho; and

B. The Declarant proposes to develop said real property in accordance with the maps and plans approved under the zoning and subdivision ordinances and regulations of the City Ketchum, State of Idaho; and

C. Final plats for The Crossbuck Townhomes, ("Subdivision" or "Townhouse Plat") will be filed and recorded creating Sublots 3A and 3B, and Sublots 4A and 4B, Block 67, City of Ketchum, said Lots (1A, 2A, 3A and 4A) are described and depicted in the Plat attached hereto as Exhibit A.

NOW THEREFORE, it is hereby declared that the Lots and Sublots as shown on Exhibit A shall be conveyed subject to the following covenants, conditions and restrictions ("Declaration"):

ARTICLE I.
(DEFINITIONS)

1.01 "Association" shall mean the Crossbuck Subdivision Homeowners' Association, Inc., a nonprofit corporation organized under the laws of the State of Idaho and composed of the owners of the Lots, Sublots and Units as may be annexed hereto in accordance with the provisions of this declaration.

**DECLARATION ESTABLISHING COVENANTS, CONDITIONS AND RESTRICTIONS FOR
THE CROSSBUCK TOWNHOMES SUBDIVISION - 1**

1.02 "Declarant" shall mean the William C. Sundali, Shane B. Mace, and Sharon L. Mace, trustees of the Mace Living Trust ("Owner").

1.03 "Committee" shall mean the Design Review Committee established under Article IV hereof.

1.04 "Lot" shall mean the numbered Lots, Lots 1A and 2A, as shown on the subdivision Plat, whether improved or unimproved.

1.05 "Sublot" shall mean any of the numbered Sublots, Sublots 3A, 3B, 4A and 4B, as shown on the subdivision Plat, whether improved or unimproved.

1.06 "Owner" shall mean and refer to the record owner, including the Declarant, whether one or more persons, of the fee simple title of any of the numbered townhome units above described and includes contract buyers but excludes those having such interest merely as security for the performance of an obligation. The term "owner" does not include any lessee, guest or invitee of an "owner." For purposes of these Declarations, there shall be considered only one owner per Lot or Sublot.

1.07 "Plat" shall mean the Plat for the Cross Buck Townhome Subdivision, as recorded in the Office of the Recorder of Blaine County, Idaho, or as set forth in Exhibit A.

1.08 "Property" shall mean all of the land described in Exhibit A, and any property which may hereafter be subject to this declaration by execution and recordation of a supplemental declaration, as hereinafter provided.

1.09 "Declaration" means a declaration of covenants, conditions and restrictions which may be recorded for the purposes of annexing additional property to the Cross Buck Townhome Subdivision, such property to be subject to the scheme of covenants, conditions and restrictions contained in this declaration.

1.10 "Unit" shall mean the numbered townhome units shown on the subdivision Plat, whether improved or unimproved.

1.11 All the recitals and definitions contained therein are incorporated herein by reference.

ARTICLE II.
(USE REGULATIONS AND RESTRICTIONS)

2.01. Lot, Sublot or Unit Uses.

(a) No use whatsoever shall be made of any Lot, Sublot or Unit except its use and improvement for a single family private residence. Lots, Sublots and Units owned by Declarant or its nominee may be used as construction offices or for the purpose of selling

the Lots, Sublots or Units. Lease or rental of a Lot, Sublot or Unit for lodging or residential purposes shall not be considered a violation of this Declaration. Further, an Owner may conduct business activities within a residence located on a Lot, Sublot or Unit so long as such business activities (i) are not observable or detectable from the exterior of the residence, (ii) comply with all governmental rules, regulations, and ordinances, (iii) do not involve any kind of regular visitation by clients, customers, suppliers or other business invitees, (iv) do not involve door-to-door solicitations within the Property (v) do not constitute a nuisance, or a hazardous, illegal, or offensive use, or threaten the security or safety of other persons, as may be determined by the Board in its sole discretion, and (vi) otherwise are in compliance with the Declaration. This paragraph is not subject to be amended.

(b) The subdividing or combination of Lots or Sublots is controlled by the applicable zoning codes of the City of Ketchum.

(c) No activities shall be conducted in any Unit or on any Lot or Sublot and no improvements constructed thereon which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any Lot or Sublot. No open fires shall be lighted or permitted on any Lot or Sublot, except while under the direct supervision, control and surveillance of the Lot or Sublot owner; provided, however, burning trash, garbage and other refuse is prohibited.

2.02. Lots, Sublots and Units to be Maintained/Landscaping.

(a) All Lots, Sublots and Units shall be maintained by the Owner thereof, both prior to and after construction of improvements thereon, in an attractive manner, free of trash and other unsightly material. All improvements to any Lot, Sublot and Unit shall at all times be kept in good condition and repair and adequately painted or otherwise finished by the owner thereof, and no improvement shall be entitled to fall into disrepair. All landscaping shall be maintained in a neat, trim and orderly fashion.

(b) Each Sublot will be landscaped by the Developer. It is the intent of these restrictions to maintain the original plan. The Design Review Committee may modify the plan as desired.

2.03. Use of Temporary Structures Prohibited. Without the prior consent of the Association, no trailer, recreational vehicle, or garage shall be used as a temporary or permanent residence nor shall any residential structure be moved onto said subdivision from any other location.

2.04. Fences. Any fence must be of a similar type and design as the first constructed fence, or as otherwise approved by the Association. The Association shall have control over the design of all fences, including those located on the Lots and Sublots. This provision of Design control is specific and shall govern over any other provisions of this Declaration.

2.05. Parking Regulations.

(a) Each Owner and his or her invitees, licensees, lessees, and guests shall at all times park their vehicles in that particular Owner's driveway on that particular Owner's Lot, Sublot or Unit.

(b) No trailer, boat, camper, motorcycles, snow mobiles, water craft of any kind, or any other type of recreational vehicle shall be kept on a Lot, Sublot or Unit except within an enclosed building or on parking areas, if any, specifically designated on the plat or as otherwise allowed by the Association for parking of such vehicles. With the exception of winter recreational vehicles, including but not limited to snowmobiles, none of the aforementioned types of vehicles may be kept within the Subdivision between October 31st and May 1st.

(c) No commercial or industrial trucks (with the exception of standard pickups or vans), trailers or large recreational vehicles shall be parked or stored on any Lot or Unit or on any of the streets fronting on any Lot, Sublot or Unit, except within the garage or in conjunction with construction of any improvements on such Lot, Sublot or Unit.

2.06. Signs. With the exception of standard size "For Sale" or "For Rent" signs (which shall not be larger than 20" by 26"), no sign of any kind shall be displayed to the public view on any Lot, Sublot or Unit except as permitted by the Committee.

2.07. Mail and Newspaper Receptacles. Should delivery conditions or regulations dictate that there be free standing newspaper receptacles or mail boxes, the type of box and/or cluster arrangement shall be determined and/or approved by Association.

2.08. Garbage. No Lot, Sublot or Unit shall be used or maintained as a dumping ground for rubbish, machinery, equipment or motor vehicles. Trash, garbage or other waste shall not be kept except in sanitary containers. All trash cans, garbage containers or other equipment for temporary storage and disposal of such material shall be kept in a clean and sanitary condition. All trash receptacles shall be kept in a garage or stored onsite and not in view of any other lot owner, except as may be necessary for garbage pick-up.

2.09 Planting in Right-of-Way. No trees, hedges or shrub plantings shall be permitted within the road right-of-ways or alleys.

2.10. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, Sublot or Unit, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. All Lots, Sublots or Units and improvements thereon shall be kept and maintained by the Owner thereof in a clean, safe, attractive and slightly condition and repair.

2.11. Protection of Easements. Easements for installation and maintenance of utilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot or Sublot and all improvements in it shall be maintained continuously by the Owner of the Lot or Sublot, except for those improvements for which a public authority or utility company is responsible.

2.12. Pets and Animals. No horses or other farm animals or livestock may be kept on any Lot or Sublot. With respect to all other animals, only owners may have pets. Dogs, when outside, must be at all times in an enclosed yard, leashed, or under the Owner's direct supervision. As set forth in 2.02, no fences are allowed, and therefore, no dog kennels are allowed. Should owners desire to control pets, they must use underground invisible fence systems. Any household pet will be subject to expulsion from the Property upon complaint of three (3) or more Association members, and upon a finding by the Board of Directors of the Association that said animal has created a nuisance. Excessive barking by dogs shall be considered a nuisance and may be abated as provided by these Declarations or otherwise allowed by law.

2.13 Utility Lines. All utility lines of any kind upon any Lot or Sublot for the transmission of utilities, telephone service, the reception or audio or visual signals (with the exception of satellite dishes with a diameter of less than thirty (30) inches) or electricity, and all pipes for water, gas, sewer, drainage, or other utility purposes, shall be installed and maintained below the surface of the ground. The Subdivision has a common twenty (20) foot utility easement running through the middle of the Subdivision. If any of the common utility lines are damaged or in need of repair or replacement, such costs of maintenance, repair or replacement shall be shared equally by all Lot and Sublot owners. If there are stub lines running from the common lines that provide service to individual Lots or Sublots, the cost of maintenance, repair and replacement of the individual stub lines will be paid by the Lot or Sublot owner.

2.14. Snow Storage. No Snow may be stored or plowed from the private Lots or Sublots onto the common areas. The Association is responsible for the storage and removal of snow from each entry way, driveway, sidewalk and alleyway. The Association will determine a single contractor to perform snow removal for the all of the Lots and Sublots, and the associated costs will be split evenly by each Lot and Sublot owner.

2.15 Maintenance of Alleyway. The Association and Lot and Sublot owners are responsible for the maintenance and snow plowing, and general upkeep associated with the thirty (30) foot alleyway depicted on the Plat, Exhibit A. There are no plans to complete the alleyway development. However, if the alleyway is to be constructed, the Declarants will be jointly and severally responsible for the costs associated with this construction.

2.16 Window Shades/Coverings. All window coverings shall be of a neutral color to match the outside of the color of the buildings. Window coverings must be expressly approved by the Association, in writing.

2.17 Exemption of Declarant. Nothing in this Declaration shall limit or interfere with the right of Declarant to complete development, excavation, grading, landscaping, and construction of the Property or any part thereof, or to alter the foregoing or to construct such additional improvements as Declarant deems advisable in the course of development of the Property as long as any Lot, Sublot or Unit owned by Declarant remains unsold, or to use any structure as a model home or real estate sales office. The rights of the Declarant in this Declaration may be assigned by Declarant.

ARTICLE III. **(DESIGN CONTROL)**

3.01 The Design Review Committee shall be composed of four members, each of whom shall be an Owner of a separate Sublot within the Subdivision, Sublots 3A, 3B, 4A and 4B (hereinafter "Sublot Owners" or "Sublots"). By unanimous vote of the Sublot Owners, the Committee may designate a representative to act for it, in which case, use of the word Committee herein shall mean that designated representative. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. If no Committee is designated or formed, then the Board of Directors of the Association, as set forth in Article IV, shall be responsible for all Design Review, and any action may be approved by two-thirds vote of the Board of the Directors.

3.02. The Design Review Committee shall have no authority or control over Lot 1A and Lot 2A. Likewise, the owners of Lots 1A and Lot 2A shall have no control over any Design Review for the Sublots.

3.03. Unless a single person is designated to perform Design Review functions on behalf of the Committee, said approval being confirmed in writing, the vote or written consent of three-quarters of the Committee (75%) members shall constitute action of the Committee.

3.04. No changes in the existing state of any Sublot shall be made or permitted without the prior written approval of the Committee. Changes in the existing state of a Sublot shall include without limitation, fences, the construction of any building, structure or other improvement, including utility facilities; the excavation, filling or similar disturbance of the surface of the land including, without limitation, change of grade, stream bed, ground level or drainage pattern, the clearing, marring, defacing or damaging of significant trees, shrubs, or other growing things; the landscaping texture or exterior appearance of any previously approved change in the existing state of a Sublot. The original color scheme and exterior appearances of structures on the Sublots shall be maintained, unless otherwise approved by the Sublot Owners. Notwithstanding the foregoing, approval of the Committee shall not relieve a Sublot Owner of its

obligation to obtain appropriate approvals from local, state and/or federal agencies with respect to the proposed change if required.

3.05. Subject to other restrictions contained in this Declaration, the Committee shall have complete discretion to approve or disapprove any change in the existing state of a Sublot Unit and shall exercise such discretion with the following objectives in mind: to carry out the general purposes expressed in this declaration; to prevent violation of any specific provision of this declaration or any supplemental declaration; to prevent any change which would be unsafe or hazardous to any persons or property; to minimize obstruction or diminution of the view of others; to preserve visual continuity of the area and to prevent a marked or unnecessary transition between improved and unimproved areas and any sharp definition of boundaries of property ownership; to assure that any change will be of good and attractive design and in harmony with the natural setting of the area and will serve to preserve and enhance existing features of natural beauty; to assure that material and workmanship for all improvements are of high quality comparable to other improvements in the area; and to minimize maintenance and assure a better appearing area under all conditions.

3.06. Prior to expenditures of any substantial time or funds in the planning of any proposed change in the existing state of a Sublot, the Owner of the Sublot Unit shall advise the Design Committee in writing of the general nature of the proposed change; shall, if requested by the Committee, meet with a member or members of the Committee to discuss the proposed change; shall read or become familiar with any guides or guidelines which may have been prepared or formulated by the Committee; and shall, if requested by the Committee, furnish the Committee with preliminary plans and specifications for comment and review.

3.07. After the nature and scope of a proposed change in the existing state of the Sublot Unit is determined and prior to the commencement of work to accomplish such change:

(a) With respect to all changes other than buildings and structures, the Committee may, in its discretion, authorize the proposed change without obtaining additional information, or may require the Sublot Owner to furnish the Committee with three (3) copies of a complete and full description of the proposed change in writing and with drawings, drawn to such scale as may be reasonably required by the Committee, showing all boundaries, showing existing and proposed contour lines and elevations at reasonably detailed intervals, showing all existing and proposed improvements, showing the existing and proposed drainage pattern, showing the existing and proposed utility and sanitation facilities, showing the existing or proposed substantial trees and shrubs. There shall also be furnished to the Committee any and all further information with respect to the existing state of the Sublot Unit which the Committee may reasonably require, to permit it to make an informed decision on whether or not to grant approval of the change. Approvals of changes pursuant to this section must be made in writing by at least one (1) member of the Committee. Notwithstanding the foregoing, Committee approval shall not be required for the planting or removal of insubstantial trees, shrubs, and flowers.

(b) With respect to all buildings and other structures, and other changes for which the Committee, in its discretion, deems necessary, the Committee may require, in addition to descriptions required in Section 3.06(a), submission in duplicate, of floor plans, elevation drawings from four (4) sides, all drawn to such scale as may be reasonably required by the Committee; descriptions of exterior materials and colors and, if deemed appropriate by the Committee, samples of the same; final construction specifications; and a landscaping plan showing existing and proposed substantial trees and shrubs. Where buildings or structures or other improvements which reasonably require plans and specifications are proposed to be constructed or built, a reasonable fee, as shall be determined from time to time by the Association, shall be paid to the Association to cover costs and expenses of review. Prior to giving approval to a proposed change in the existing state of a Sublot Unit, at least one (1) member of the Committee shall physically inspect the Sublot Unit. No proposed building or structure shall be deemed to have been approved by the Committee unless its approval is in writing executed by at least two (2) members of the Committee; provided, that approval shall be deemed given if the Committee fails to approve or disapprove of a proposed change or to make additional requirements or request additional information within twenty-one (21) days after a full and complete description of the proposed change and all additional instruments, documents and plans have been furnished in writing to the Committee with a written and specific request for approval.

3.08. After approval by the Committee of any proposed change in the existing state of the Sublot, the proposed change shall be accomplished as promptly and diligently as possible and in complete conformity with the description of the proposed change and any plans and specifications provided to the Committee. Failure to accomplish the change strictly in accordance with the description thereof and plans and specifications therefor within eighteen (18) months of the date of Committee approval, unless an extension is granted by the Committee upon a showing of good cause, shall operate to automatically revoke the approval of the proposed change, and, upon demand by the Committee, the Sublot Unit shall be restored as nearly as possible to its state existing prior to any work in connection with the proposed change. The Committee and its duly appointed agents may enter upon any Sublot Unit at any reasonable time or times to inspect the progress or status of any changes in the existing state of a Sublot being made or which may have been made. The Committee shall have the right and authority to record a notice to show that any particular change in the existing state of a Sublot Unit has not been approved or that any approval given has been automatically revoked.

ARTICLE IV.

(ESTABLISHMENT, ORGANIZATION AND RESPONSIBILITIES OF ASSOCIATION)

4.01 Association. The Cross Buck Townhome Subdivision Association, is incorporated as an Idaho not for profit corporation. The purposes and powers of the Association and the rights and obligations inherent in membership are set forth in its Articles of Incorporation as supplemented by the provisions of this Declaration and any bylaws. The Association is and shall be obligated (a) to accept title to and maintain Common Areas, if any,

and (b) to assume the functions and obligations imposed on it or contemplated for it under this Declaration and any similar functions and obligations under any supplemental declaration with respect to property now or hereafter subject to the declaration.

4.02 Board of Directors/Officers. The Association shall be governed by a Board composed of three (3) Directors, all of whom shall be elected at the first annual meeting. Unless otherwise stated, the President of the Corporation is authorized to act on behalf of the Association. Unless stated herein, the composition of the Board, number of Officers and duties shall be as set forth in the Idaho Nonprofit Corporation Act, Idaho Code Sections 30-30-101 through 30-30-1204, and as amended.

4.03 Membership. Each Owner of each Lot or Sublot is subject to assessment by the Association and shall be a member of the Association. Said membership shall be appurtenant to and shall not be severed from the Lot or Sublot.

4.04 Voting Rights. The Association shall have two classes of voting membership:

(a) Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot or Sublot. When more than one person holds an interest in any Lot or Sublot, all such persons shall be members. The vote for such Lot or Sublot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot or Sublot.

(b) Class B. The Class B members shall be the Declarant(s) and shall be entitled to three (3) votes for each Lot or Sublot owned. Class B membership shall cease and be converted to Class A membership on the occurrence of the later of any of the following events:

(i) when the total votes outstanding in the Class A membership in the Association equal the total votes outstanding in the Class B membership in said Association;

(ii) the fourth anniversary of the recording of this declaration; or

(iii) when the Declarant(s) no longer hold title to any Lot or Sublots.

(c) Any vote may be cast by an Owner in person or by proxy. All proxies shall be in writing, dated and signed by the Owners and filed with the Board of Directors before commencement of any meeting. No proxy shall extend beyond the specific meeting for which it was executed, and every proxy shall automatically cease upon sale by the Owners of his or their Lot, Sublot or Unit or upon death or incapacity of the member executing the proxy statement.

(d) Where the vote or written assent of the membership is required for any action contemplated herein, such action shall require the prescribed percentage of each class of voters during the time there are two classes of membership.

4.05 Meetings.

(a) Regular and special meetings of the Association will be held at the time and in the place prescribed by the By-Laws of the Association.

(b) Written notice of any meeting of the members of the Association shall be sent to all members at their address shown in the books of the Association and as otherwise set forth in the By-laws. The presence at any meeting of the members or of proxies entitled to cast fifty percent (50%) of all of the votes of each class of membership shall constitute a quorum. If the required quorum is not present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented. Such adjournment shall be for not less than five (5) days and not more than thirty (30) days from the original meeting date. In the absence of a quorum, no other business may be conducted at any such meeting.

(c) All elections shall be by secret ballot. Cumulative voting procedures shall be prescribed at all elections at which more than one position on the governing body is to be filled.

(d) So long as there are two classes of membership, one (1) director shall be elected solely by the votes of the Class A members.

(e) Regular meetings of the Directors shall be held at least annually, or otherwise decided by the directors.

4.06 Miscellaneous Services. The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation, management and upkeep of the Property, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom it contracts. The Association may obtain and pay for legal and accounting and other professional services necessary or desirable in connection with the operation, upkeep and management of the Property or the enforcement of this Declaration, the Articles, Bylaws or Rules.

4.07. Enforcement. The Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all covenants, conditions, restrictions, easements, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, including the Articles, Bylaws, Rules, or any guidelines adopted pursuant to this Declaration. Failure by the Association or by any Owner to enforce any such provision shall in no event be deemed a waiver of the right to do so thereafter.

(a) Neighbor Disputes. In disputes involving two or less Owners claiming to be impacted, affected or aggrieved by an alleged violation by another Owner, such Owner(s) shall first communicate with the offending Owner to find a mutually acceptable

resolution of the dispute. Only after such communication has been made and resolution attempted will the Association become involved in such disputes and then only if the Association deems the issue to be one of importance to all Owners or to be necessary to protect its rights under the Declaration. The Association may become involved in disputes at its sole discretion.

(b) Mediation. Notwithstanding any other provision in this Declaration, except in emergencies, in cases where immediate injunctive relief is necessary, or where it is clear that mediation would be futile, prior to the instigation of any litigation, either by an Owner(s) or the Association, to enforce or construe the terms of this Declaration, all parties shall attempt to reach a mutually acceptable resolution of the dispute, either informally or if no resolution may be obtained informally then through a formal mediation process. The purpose of the mediation is to identify the issues, reduce misunderstandings, clarify priorities, explore areas of compromise, and find points of agreement. In the event a resolution is not obtained after formally mediating for a reasonable period, litigation may be commenced.

4.08. Non-waiver. The failure of the Association or individual owners to enforce the provisions of this Declaration shall not constitute a waiver of the provisions of the Declaration.

ARTICLE V. **(PROPERTY RIGHTS AND RIGHTS OF ENJOYMENT)**

5.01 Each Member of the Association shall have the right of enjoyment of the facilities located thereon which are appurtenant to the member's Lot, Sublot or Unit, subject to the terms of this Declaration and the following conditions:

(a) The right of the Association, as provided in its Bylaws to suspend the rights and privileges, including voting rights of any member for any period during which an assessment (to which his interest is subject) remains unpaid and for a period not to exceed thirty (30) days for each infraction of its published rules and regulations and for the right to impose monetary penalties for violation of such rules and regulations after hearing by the Board of Directors of the Association. Any Owner shall be given thirty-days (30) notice of any such hearing by personal service or by certified mail to his address as it appears on the books of the Association.

(b) The right of the Association to charge reasonable fees for use and purposes of the Association.

5.02 The Association shall have the obligation at its expense to maintain in a clean and orderly manner and in a good state of repair its Common Area and all improvements located thereon and to operate in a competent and efficient manner, all facilities located in its Common

Area; and in the event of damage or destruction to the improvements, to repair and restore promptly after such damage or destruction occurs, all improvements thereon.

5.03 Any member may delegate his rights of enjoyment in the Common Area, if any, and in the privileges of the Association to the members of his family who reside upon a Lot, Sublot or Unit, to any of his tenants who reside thereon under a leasehold interest for a term of one month or more, and to his guests; subject, however, to the Bylaws, rules, regulation and limitations of the Association. Such member shall notify the Secretary in writing of the name of such person and of the relationship of the member to such person. The rights and privileges of such person are subject to suspension the same as members of the Association, as provided in paragraph (a) of Section 1 of this Article.

ARTICLE VI. **(CREATION OF ASSESSMENT LIENS)**

6.01 Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot, Sublot or Unit owned within the Property hereby covenants, and each Owner of any Lot, Sublot or Unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the respective Association Annual assessments or charges and special assessments or charges for the purposes provided in this Declaration, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

6.02 Purpose. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners, for the improvement, maintenance, upkeep, repair and replacement of the Common Area, improvements thereon, and Association Property, for the enforcement of this Declaration, the Articles, the Bylaws and the Rules, for the administration and operation of the Association and Common Area, and for such other matters expressly provided or implied in this Declaration, the Articles, Bylaws, and Rules of the Association.

6.03 Annual Assessments.

(a) At least thirty (30) days prior to the beginning of each fiscal year, the Board shall estimate expenses to be incurred by the Association during such year in performing its functions under this Declaration (including reasonable provision for contingencies and appropriate replacement reserves, less any expected income and any

surplus from the prior year's fund). A sum sufficient to pay such estimated net charges will be assessed to the Owner of each Lot or Sublot in an equal amount, and levied against each Lot, Sublot or Unit. If said sum proves to be inadequate for any reason, including nonpayment of any Owner's assessment, the Association may at any time levy a further Assessment which shall be assessed and levied equally upon each Lot, Sublot or Unit and the Owner thereof.

(b) The annual assessments provided for herein shall commence on the first day of the month following the closing of the first sale of a Lot, Sublot or Unit to a purchaser.

(c) Annual assessments shall be fixed on a pro rata basis for each Lot or Sublot and shall be collected by the Association on a quarterly basis, or otherwise as fixed by the directors. Owners shall not be entitled to take offsets from assessment amounts for any reason.

(d) Without written consent or a majority vote by the members of the Association, the annual assessment may not be increased more than twenty percent (20%) over that of the last preceding annual assessment.

6.04 Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement to be performed on the Lots, Sublots or Units or Common Area or of a capital improvement upon the Association's Common Area, including fixtures and personal property related thereto, for the purpose of performing any unanticipated maintenance, and for unanticipated extraordinary expenses incurred by the Association.

6.05 Unpaid Assessments. Any assessment not paid within thirty (30) days after the due date, shall bear interest from the due date at the maximum rate allowed by law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot, Sublot or Unit, and may recover all costs and fees incurred in such action. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot, Sublot or Unit. Each of the Owners do hereby grant and appoint the Board of Directors as trustee to enforce such lien and to foreclose such lien by private power of sale, and the authority and power to sell the Unit or Lot of such defaulting Owner, or any part thereof, to satisfy said lien, for lawful money of the United States to the highest bidder. Such lien and the right to foreclose the same shall be in addition to and not in substitution for all other rights and remedies which the Owner and the Board of Directors may have to enforce the provisions hereof.

6.06 Lien for Assessments. All sums assessed to any Lot, Sublot or Unit pursuant to this Declaration and its amendments, together with interest thereon as provided herein, shall be

secured by a lien on such Lot, Sublot or Unit in favor of the Association upon recordation of a notice of assessment lien as provided herein. No lien is perfected unless the Association complies with the lien requirements as set forth by Idaho law, including Idaho Code Section 45-810, and as amended.

6.07 Remedies. In addition to the remedies stated above, the Association or individual Lot or Sublot owner may pursue any lawful or equitable remedy.

ARTICLE VII.
(DAMAGE OR DESTRUCTION OF COMMON AREA IMPROVEMENTS)

In the event of damage to or destruction of the property of the Association, or any part thereof, the Association shall repair or replace the same from the insurance proceeds payable to it by reason of such damage or destruction. If any such damage or destruction was insured against and the insurance proceeds are insufficient to cover the cost of repair or replacement of the property damaged or destroyed, the Association may make a special assessment in accordance with the provisions of this declaration, to cover the additional cost of the repair or replacement not covered by the insurance proceeds. Such special assessment is in addition to any other regular assessments made against Owners and is subject to the rules herein relating to Special Assessments. If any damage or destruction is caused by a casualty not insured against, then the repair or reconstruction shall be accomplished in the manner provided by a written agreement approved by the Owners representing more than fifty percent (50%) of all the Lot, Sublots or Units after the plans for any repairs or reconstruction have been approved by the Association.

ARTICLE VIII.
(LENDER'S REGULATIONS)

In order that residential dwelling units erected on the Property may qualify for existing subsidized lending programs, it is declared that the following rights exist in favor of any first mortgagee, notwithstanding contrary or conflicting provisions contained herein.

8.01 The first mortgagee of any dwelling unit may, by written notice to the Association, request written notice of any default by the mortgagor of such dwelling unit in the performance of such mortgagor's obligations under this declaration within thirty (30) days. Such request shall state the name and mailing address of the mortgagee, and the official records book and page number, file number or other reference identifying such recording, and the Lot, Sublot or Unit number encumbered by said mortgage, and a reference to this declaration. Each notice of default given pursuant to such request may be sent by regular mail, postage prepaid, addressed to the mortgagee at the address stated in such request. Following the lapse of two (2) years from the date of receipt of the written request last given by any mortgagee pursuant to this Article, the Association shall have no further duty to notify such mortgagee if mortgagor defaults.

8.02 Any first mortgagee who comes into possession of a dwelling unit pursuant to the remedies provided for in the mortgage, or foreclosure of the mortgage, shall be exempt from an

existing right of first refusal of any party as to the purchase of such dwelling unit from the mortgagee thereof.

8.03 Unless at least seventy-five percent (75%) of the first mortgagees (based upon one (1) vote for each mortgage) of dwelling units within the subdivision have given their prior written approval, the Association shall not be entitled to:

(a) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer real estate or improvements thereon which are owned, directly or indirectly, by the Association for the benefit of the dwelling units in the subdivision. (The granting of easements for public utilities or for other public purposes consistent with the intended use of such subdivision shall not be deemed a transfer within the meaning of this clause);

(b) Change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner;

(c) By act or omission change, waive or abandon any scheme or regulation, or enforcements thereof, pertaining to the architectural; design or the exterior appearance of dwelling units, the maintenance of party walls, or common fences and driveways, or the upkeep of walls and plantings in the subdivision;

(d) Fail to maintain fire and extended coverage on insurable Common Area on a current replacement cost basis in an amount of not less than one hundred percent (100%) of the insurable value (based on current replacement cost); and

(e) Use hazard insurance proceeds for losses to any Common Area for other than the repair, replacement or reconstruction of such improvements.

8.04 First mortgagees shall have the right to examine the books and records of the Association, upon reasonable advance request in writing.

8.05 First mortgagees of dwelling units in the subdivision, may jointly or singly, pay taxes which are in default and which may or have become a charge against Common Area and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on lapse of a policy, for such property and first mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

8.06 Nothing herein or in the Articles of Incorporation of the Association, or in any other instrument relating to the Property, gives any Owner of any Lot, Sublot or Unit or other party priority over any rights of first mortgagees pursuant to their mortgages, in the case of distribution to such Owners of insurance proceeds or condemnation awards for losses to or a taking of common property in the subject subdivision.

8.07 The terms "mortgage", "mortgagor" and "mortgagee" as used in this Article shall include respectively, a deed of trust and the trustor and beneficiary thereunder.

ARTICLE IX.
(MISCELLANEOUS PROVISIONS)

9.01. Severability/Applicable Law. In the event of any inconsistency between applicable law and any of these covenants or restrictions the applicable law shall govern if the covenant or restriction would otherwise be invalidated. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no ways affect any other provisions which shall remain in full force and effect.

9.02. Choice of Law. This Agreement shall be governed by the law of the State of Idaho.

9.03. Wavier. The partial or complete invalidity of any one of more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.

9.04. Attorney's Fees and Costs. Should any Lot or Sublot owner or Association employ an attorney to institute suit to enforce or interpret any provisions of or to protect its interest in any matter arising under the Declaration, the Articles, Bylaws, Rules, or any guidelines adopted pursuant to the Declaration, the prevailing party in such action shall be entitled to an award of their costs and attorney fees, including costs and fees on appeal.

9.05. Headings. The headings given to the Articles of this Agreement are for ease of reference only and shall not be relied upon or cited for any other purpose.

9.06. Amendment. The provisions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. Unless otherwise provided herein, this Declaration may only be amended by an instrument approved and signed by not less than four (4) out of the six (6) Lot or Sublot Owners. The Design Review Committee's powers and jurisdiction shall not be amended unless there is unanimous consent from all Lot and Sublot Owners. Any amendment must be recorded. Any such amendment shall be binding upon every Owner and every Lot, Sublot or Unit whether or not the burdens thereon are increased or decreased by such amendment and whether or not the Owner of each and every Lot, Sublot or Unit consents thereto.

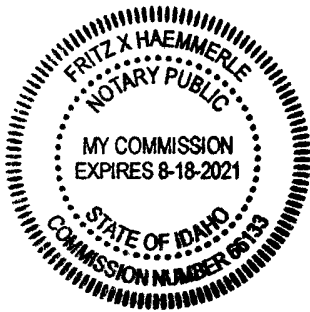
9.07. Idaho Nonprofit Corporation Act. To the extent there are any inconsistencies between this Declaration and the provision of the Idaho Nonprofit Corporation Act, the Idaho Nonprofit Corporation Act shall control.

DATED this 11th day of December, 2019.

William C Sundali
By: William C. Sundali

STATE OF IDAHO)
) ss.
County of Blaine)

On this 11th day of December, in the year of 2019, before me, a Notary Public in and for said State, personally appeared William C. Sundali, known or identified to me the person who subscribed his name to the foregoing instrument, and acknowledged to me that he executed the same.



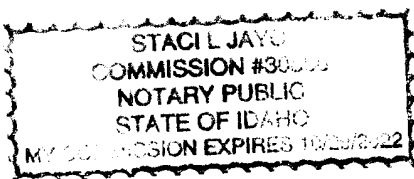
Fritz Haemmerle
Notary Public for Idaho
Residing at 17401 24th St
My Commission expires: 8/18/21

Shane B. Mace

By: Shane B. Mace, trustee of the Mace Living Trust

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

On this 10th day of December, in the year of 2019, before me, a Notary Public in and for said State, personally appeared Sharon L. Mace, known or identified to me to be a trustee of the Mace Living Trust, who Sharon L. Mace subscribed his name to the foregoing instrument, and acknowledged to me that he executed the same in said Trusts.



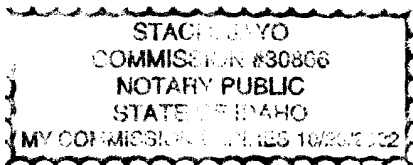
Staci L. Jayo

Notary Public for Idaho
Residing at Meridian, Id
My Commission expires: 10/29/2022

Sharon L. Mace
By: Sharon L. Mace, trustees of the Mace Living Trust

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

On this 10th day of December, in the year of 2019, before me, a Notary Public in and for said State, personally appeared Sharon L. Mace, known or identified to me to be a trustee of the Mace Living Trust, who subscribed her name to the foregoing instrument, and acknowledged to me that she executed the same in said Trusts.



Staci L. Jayo

Notary Public for Idaho
Residing at Meridian, Id
My Commission expires: 10/29/2022

(EXHIBIT A)

Insert Recorded Plat

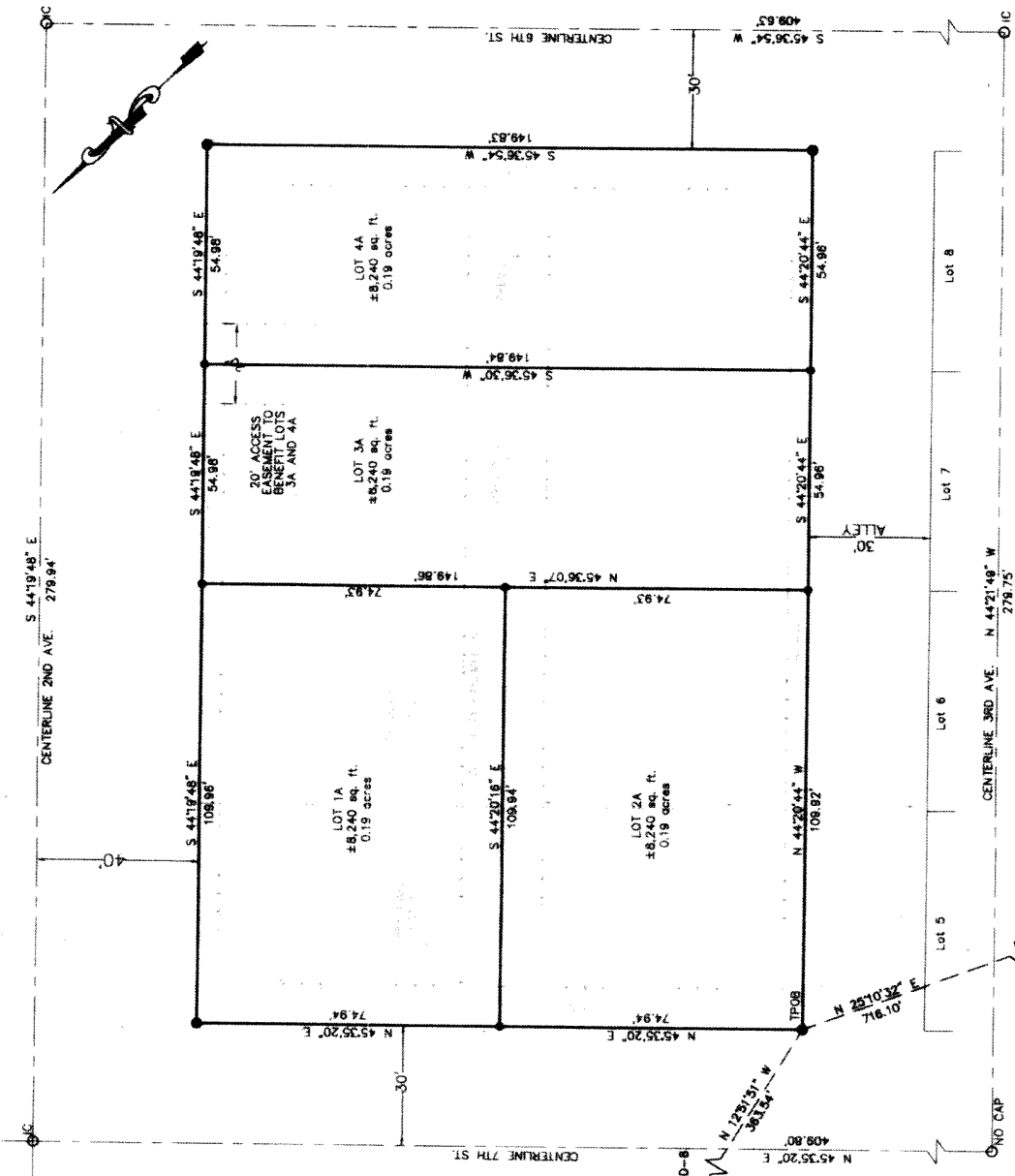
LOTS 1A, 2A, 3A & 4A, BLOCK 67, KETCHUM TOWNSITE

WHEREIN LOTS 1, 2, 3 & 4 ARE RECONFIGURED AS SHOWN

LOCATED WITHIN S13, T4 N., R17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO

FEBRUARY 2019

GRAPHIC SCALE



NOTES

- 1) Basis of Bearing is Idaho State Plane Coordinate System, NAD83(1982), Central Zone, at Grid, in US Survey Feet. Combined Scale Factor is 0.9998071. Ground Distances will be slightly longer.
- 2) Documents that may affect this plot are recorded in Blaine County Records as Instrument Numbers 195365 (Survey), 304411-304414 (Municipal Quit Claim Deeds), and 657369 (Development Phasing Agreement).
- 3) The total water system is private from point of connection with the main on 7th Street. Owner and all successors are responsible for the installation, maintenance, repair and other costs associated with the private water main serving Lots 1A-4A. In accordance with the Construction Phasing Agreement recorded in Blaine County Records as Instrument Number 657569.
- 4) The sewer main and manholes are public from the starting manhole continuous to the 7th Street manhole.

LEGEND

- Centerline Street/Avenue
- Subject Boundary Lines
- Easements as Shown
- BCGIS Control and Ties
- Previous Lot Lines
- SET 1/2" = Set 1/2" Rebar PLS 7046
- Set 5/8" = Set 5/8" Rebar PLS 7046
- FND 5/8" = Found 5/8" Rebar As Shown
- IC Illegible Cap



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
03-20-2019

South Central-District Health Dept., EHS

CERTIFICATE OF OWNERSHIP

This is to certify that we, the undersigned, are the owners in fee simple of the following described parcel of land:
 A parcel of land located within Section 11, Township 4 North, Range 17 East, Boise Meridian, City of Ketchum, Blaine County, Idaho; more particularly described as follows:

Lots 1, 2, 3, and 4, in Block 67, of the City of Ketchum, according to the official plat thereof on file in the office of the County Recorder of Blaine County, Idaho. To be replatted as lots 1A, 2A, 3A, and 4A, Block 67 Ketchum Township.

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

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

William C. Sundali
 William C. Sundali, an Unmarried Man

Sharon L. Mace
 Sharon L. Mace, Trustee of the Mace Living Trust

ACKNOWLEDGMENT

STATE OF Idaho }
 COUNTY OF Blaine } ss
 On this 04 day of March, 2019, before me, a Notary Public in and for said State, personally appeared William C. Sundali, an unmarried man, known or identified to me, to be the person whose name is subscribed to the Owner's Certificate and acknowledged to me that he 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.

Anthony Chen
 Notary Public
Ketchum, Idaho
 Residing at
05-04-2024
 My Commission Expires



STATE OF Idaho }
 COUNTY OF Blaine } ss
 On this 04 day of March, 2019, before me, a Notary Public in and for said State, personally appeared Shane B. Mace, and Sharon L. Mace, Trustees of the Mace Living Trust known or identified to me, to be the persons whose names are subscribed to the Owner's Certificate and acknowledged to me that they executed the same.

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

Sharon L. Mace
 Notary Public
Sharon L. Mace
 Residing at
10/29/2022
 My Commission Expires



SURVEYOR'S CERTIFICATE

I, Bruce Smith, a duly licensed Professional Land Surveyor in the State of Idaho, do hereby certify that this plat of Lots 1A, 2A, 3A, and 4A, Block 67, City of Ketchum, is a true and accurate map of the land surveyed under my direct supervision and that it is in accordance with the Idaho State Code relating to plats and surveys.



COUNTY SURVEYOR'S APPROVAL

I, Sam Young, County Surveyor for Blaine County, Idaho, have checked the foregoing plat and computations for making the same and have determined that they comply with the laws of the State of Idaho relating thereto.

Sam Young
 County Surveyor
 No. 1157

APPROVAL OF CITY COUNCIL

The foregoing plat was approved by the City Council of Ketchum, on this 04 day of March, 2019.



Allen West
 City Clerk

CITY ENGINEER'S APPROVAL

The foregoing plat was approved by Sharon L. Mace, City Engineer for the City of Ketchum on this 04 day of March, 2019.

Sharon L. Mace
 City Engineer

COUNTY TREASURER'S APPROVAL

I, the Undersigned, County Treasurer in and for Blaine County, State of Idaho, per the Requirements of Idaho Code 50-1306, do hereby certify that any and all Current and/or Delinquent County Property Taxes for the Property included in this Plat of Lot 1A, 2A, 3A, 4A, Block 67, City of Ketchum have been paid in full on this 15 day of MARCH, 2019. This Certification is valid for the next thirty (30) days only.

James Quinn
 Blaine County Treasurer

COUNTY RECORDER'S CERTIFICATE

STATE OF IDAHO }
 COUNTY OF BLAINE }

This is to certify that the foregoing Plat was Filed in the Office of the Recorder of Blaine County, Idaho, and Duly Recorded at the Time, Date, and Instrument Number shown below.

Instrument # 688996
 FILED: MARCH 10 2019
 RECORDER OF DEEDS
 200 N. MAIN ST., 2ND FLOOR
 BOISE, IDAHO 83725

Ex-officio Recorder