



City of Ketchum

### CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:	May 6, 2024	Staff Member/Dept:	Paige Nied, Associate Planner Planning and Building Department
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Agenda Item:	Recommendation to hold a public hearing and approve the Lewis Bank Condominiums Amended Unit A Lot Line Shift Application and Adopt the Findings of Fact, Conclusions of Law, and Decision.
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**Recommended Motion:**

“I move to approve the Lewis Bank Condominiums Amended Unit A Lot Line Shift Application, as conditioned, and adopt the Findings of Fact, Conclusions of Law, and Decision.”
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**Reasons for Recommendation:**

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| <ul style="list-style-type: none"> <li>The request meets all applicable standards for Readjustment of Lot Lines as specified in the Ketchum Municipal Code’s Subdivision (Title 16) regulations.</li> </ul>   |
| <ul style="list-style-type: none"> <li>Consistent with Ketchum Municipal Code §16.04.020, the proposal meets the definition of Readjustment of Lot Lines because: (1) changes are proposed to the existing boundary for condominium Unit A, (2) amended Unit A complies with all dimensional standards required in the Community Core – Subdistrict 1 – Retail Core Zone District, and (3) the proposal does not create additional lots or dwelling units.</li> </ul> |
| <ul style="list-style-type: none"> <li>All city departments have reviewed the proposal and have no concerns with the proposed lot line shift.</li> </ul>  |

**Policy Analysis and Background:**

<p>The Lewis Bank Condominiums Amended Unit A was initially filed with the City as a subdivision final plat application. However, that was an error on staff’s part, as the correct application for this project is a Lot Line Shift (Readjustment of Lot Lines) and staff processed this application as such. Therefore, staff refers to this application as a Lot Line Shift.</p>
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<p>The Lot Line Shift application (File No. P24-011) proposes to amend condominium Unit A to reflect the modifications that have occurred to the unit since the original plat was recorded in December 2003. The modifications include a remodel of the unit with a 34 square foot addition. This project is located at 320 E 2<sup>nd</sup> Street and is within the City’s Community Core – Subdistrict 1 – Retail Core (CC-1) Zone District. The parcel was developed with two commercial condominium units and one residential condominium unit. In addition to changes in the building, the limited common area rooftop for Unit A has been added to the plat, located above Unit B, to reflect a July 2, 2022, agreement recorded as Instrument No. 695144.</p>
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<p>Consistent with Ketchum Municipal Code (KMC) §16.04.020, the proposal meets the definition of Readjustment of Lot Lines because: (1) the changes proposed are to the existing boundary for condominium</p>
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Unit A, (2) the amended Condominium Unit A complies with all dimensional standards required in the CC-1 Zone District, and (3) the proposal does not create additional lots or dwelling units.

During Department Review, City staff reviewed the lot line shift application for conformance with Ketchum Municipal Code (KMC) 16.04.030 – *Procedures for subdivision approval* and KMC 16.04.060 – *Readjustment of Lot Lines Procedures*. Please see the draft Findings of Fact in Attachment 3 for the review of all requirements and standards. Where “N/A” is checked, the standard is not applicable as the standard applies to the creation of new subdivisions, new lots, or new infrastructure. As no new development is proposed, no upgrades to existing utility infrastructure or right-of-way improvements are required.

No concerns or issues were raised by other city departments during Department Review regarding the proposed lot line shift. As conditioned, the Lewis Bank Condominiums Amended Unit A meets the standards for Readjustment of Lot Lines under Title 16 of the Ketchum Municipal Code.

**Sustainability Impact:**

This application has no impact on the City’s ability to meet the Ketchum Sustainability Action Plan.

**Financial Impact:**

None	There is no financial request to the City of Ketchum for the application and therefore no budget implications.
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**Attachments:**

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| 1. Lot Line Shift Application Materials                     |
| 2. Final Plat   |
| 3. Draft Findings of Fact, Conclusions of Law, and Decision |



City of Ketchum

# Attachment 1: Lot Line Shift Application Materials



**City of Ketchum  
Planning & Building**


OFFICIAL USE ONLY	
Application Number:	P24-011
Date Received:	2/21/24
By:	HLN
Fee Paid:	\$2000
Approved Date:	
By:	

**Subdivision Application-Final Plat**

Submit completed application and documentation to [planningandzoning@ketchumidaho.org](mailto:planningandzoning@ketchumidaho.org) Or hand deliver to Ketchum City Hall, 191 5th St. W. Ketchum, ID If you have questions, please contact the Planning and Building Department at (208) 726-7801. To view the Development Standards, visit the City website at: [www.ketchumidaho.org](http://www.ketchumidaho.org) and click on Municipal Code. You will be contacted and invoiced once your application package is complete.

APPLICANT INFORMATION	
Name of Proposed Subdivision:	Lewis Bank Condominiums, Unit A Amended
Owner of Record:	See attached Sheet
Address of Owner:	" "
Representative of Owner:	Bruce Smith, PLS - Alpine Enterprise Inc.
Legal Description:	Lewis Bank Condominiums RPK084100000A0 This RPK is associated with
Street Address:	180 N. Main St, Ketchum, ID 83340 320 E 2Nd St A
SUBDIVISION INFORMATION	
Number of Lots/Parcels:	4 3 UNITS + Common + Limited Common Areas
Total Land Area:	.114 acres
Current Zoning District:	CC Subdistrict 1
Proposed Zoning District:	CC Subdistrict 1
Overlay District:	KURA, HISTORIC
TYPE OF SUBDIVISION	
Condominium <input checked="" type="checkbox"/>	Land <input type="checkbox"/>
PUD <input type="checkbox"/>	Townhouse <input type="checkbox"/>
Adjacent land in same ownership in acres or square feet:	NONE
Easements to be dedicated on the final plat:	AS SHOWN ON PLAT
Briefly describe the improvements to be installed prior to final plat approval:	EVERYTHING IS COMPLETE AND EXISTING
ADDITIONAL INFORMATION	
All lighting must be in compliance with the City of Ketchum's Dark Sky Ordinance One (1) copy of Articles of Incorporation and By-Laws of Homeowners Associations and/or Condominium Declarations One (1) copy of current title report and owner's recorded deed to the subject property One (1) copy of the preliminary plat All files should be submitted in an electronic format to <a href="mailto:planningandzoning@ketchumidaho.org">planningandzoning@ketchumidaho.org</a>	

Applicant agrees in the event of a dispute concerning the interpretation or enforcement of the Subdivision Application in which the City of Ketchum is the prevailing party to pay reasonable attorney's fees and costs, including fees and costs of appeal for the City of Ketchum. Applicant agrees to observe all City ordinances, laws and conditions imposed. Applicant agrees to defend, hold harmless and indemnify the City of Ketchum, city officials, agents and employees from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property, and losses and expenses caused or incurred by Applicant, its servants, agents, employees, guests and business invitees and not caused by or arising out of the tortuous conduct of city or its officials, agents or employees. Applicant certifies that s/he has read and examined this application and that all information contained herein is true and correct.


 BRUCE SMITH, PLS  
 ALPINE ENTERPRISES INC.

24 OCT 23  
 Date

Applicant Signature REPRESENTATIVE



**CLTA GUARANTEE**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY  
A CORPORATION, HEREIN CALLED THE COMPANY

**SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, AND SUBJECT TO THE FURTHER EXCLUSION AND LIMITATION THAT NO GUARANTEE IS GIVEN NOR LIABILITY ASSUMED WITH RESPECT TO THE IDENTITY OF ANY PARTY NAMED OR REFERRED TO IN SCHEDULE A OR WITH RESPECT TO THE VALIDITY, LEGAL EFFECT OR PRIORITY OF ANY MATTER SHOWN THEREIN.**

**GUARANTEES**

the Assured named in Schedule A against actual monetary loss or damage not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

**Dated: November 27, 2023**

Signed under seal for the Company, but this endorsement is to be valid only when it bears an authorized countersignature.

Countersigned by:

\_\_\_\_\_  
Authorized Countersignature



\_\_\_\_\_  
Frederick H. Eppinger  
President and CEO

\_\_\_\_\_  
David Hisey  
Secretary

TitleOne  
\_\_\_\_\_  
Company Name

271 1st Ave North  
PO Box 2365  
Ketchum, ID 83340  
\_\_\_\_\_  
City, State

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the company for further information as to the availability and cost.

## GUARANTEE CONDITIONS AND STIPULATIONS

1. **Definition of Terms** - The following terms when used in the Guarantee mean:
  - (a) "the Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
  - (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
  - (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
  - (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
  - (e) "date": the effective date.
2. **Exclusions from Coverage of this Guarantee** - The Company assumes no liability for loss or damage by reason of the following:
  - (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
  - (b) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water; whether or not the matters excluded by (1), (2) or (3) are shown by the public records.
  - (c) Assurances to title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A)(C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
  - (d) (1) Defects, liens, encumbrances or adverse claims against the title, if assurances are provided as to such title, and as limited by such assurances.  
(2) Defects, liens, encumbrances, adverse claims or other matters (a) whether or not shown by the public records, and which are created, suffered, assumed or agreed to by one or more of the Assureds; (b) which result in no loss to the Assured; or (c) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of assurances provided.
3. **Notice of Claim to be Given by Assured Claimant** - An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.
4. **No Duty to Defend or Prosecute** - The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.
5. **Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate** - Even though the Company has no duty to defend or prosecute as set forth in Paragraph 4 above:
  - (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
  - (b) If the Company elects to exercise its options as stated in Paragraph 5(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
  - (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
  - (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.
6. **Proof of Loss or Damage** - In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by an authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.
7. **Options to Pay or Otherwise Settle Claims: Termination of Liability** - In case of a claim under this Guarantee, the Company shall have the following additional options:
  - (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

## GUARANTEE CONDITIONS AND STIPULATIONS

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price. Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5, and the Guarantee shall be surrendered to the Company of cancellation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5.

- 8. Determination and Extent of Liability** - This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the exclusions stated in Paragraph 2.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- the amount of liability stated in Schedule A;
- the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these Conditions and Stipulations or as reduced under Section 10 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

**9. Limitation of Liability**

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.

(c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

- 10. Reduction of Liability or Termination of Liability** - All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 5 shall reduce the amount of liability pro tanto.

**11. Payment Loss**

(a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

- 12. Subrogation Upon Payment or Settlement** - Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

- 13. Arbitration** - Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules. A copy of the Rules may be obtained from the Company upon request.

**14. Liability Limited to This Guarantee; Guarantee Entire Contract**

(a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

(c) No amendment or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

- 15. Notices, Where Sent** - All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at P. O. Box 2029, Houston, TX 77252-2029.

**LOT BOOK GUARANTEE**  
**Issued By**  
**Stewart Title Guaranty Company**

**REVISED SCHEDULE A**

**File No.** 23489857  
**State:** ID  
**County:** Blaine

<u>Guarantee No.</u>	<u>Liability</u>	<u>Date of Guarantee</u>	<u>Fee</u>
G-2222-000090114	\$1,000.00	November 27, 2023 at 7:30 a.m.	\$300.00

**Name of Assured:**  
Lawson Laski Clark

The assurances referred to on the face page hereof are:

1. **That, according to the Company's property records relative to the following described land (but without examination of those Company records maintained and indexed by name):**

Condominium Units A, B, C, and Common Area, as shown on the Condominium Plat for LEWIS BANK CONDOMINIUMS, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 497110, and as defined and described in the Corrected and Restated Condominium Declaration for LEWIS BANK CONDOMINIUMS, recorded as Instrument No. 516414, records of Blaine County, Idaho.

2. **The last recorded instrument purporting to transfer title to said land is:**

Deed Type: Quit Claim Deed  
Grantors: Melinda Murtaugh, a single woman  
Grantees: Melinda Renee Murtaugh, Trustee of the Melinda Renee Murtaugh 2014 Trust, dated April 10, 2014  
Recorded Date: April 8, 2020  
Instrument: 668290  
[Click here to view](#)  
Unit A

Deed Type: Warranty Deed  
Grantors: VHS, LLC, a Washington limited liability company  
Grantees: SV 180 Main Street, LLC, a Delaware limited liability company  
Recorded Date: May 18, 2022  
Instrument: 693855  
[Click here to view](#)  
Unit B

Deed Type: Quit Claim Deed  
Grantors: Mark T. Nickum, Patricia A. Nickum, Christian M. Nickum and Megan A. Stevenson  
Grantees: 1030 Airport Way, LLC, an Idaho limited liability company  
Recorded Date: July 23, 2012  
Instrument: 599415  
[Click here to view](#)  
Unit C

3. **There are no mortgages or deeds of trust which purport to affect title to said land, other than those shown below under Exceptions.**
4. **There are no (homesteads, agreements to convey, attachments, notices of non-responsibility, notices of completion, tax deeds) which purport to affect title to said land, other than shown below under Exceptions.**



5. No guarantee is made regarding (a) matters affecting the beneficial interest of any mortgage or deed of trust which may be shown herein as an exception, or (b) other matters which may affect any such mortgage or deed of trust.
6. No guarantee is made regarding any liens, claims of liens, defects or encumbrances other than those specifically provided for above, and, if information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

**EXCEPTIONS:**

1. NOTE: According to the available records, the purported address of the land referenced herein is:

320 E 2nd St A, Ketchum, ID 83340 (Unit A)  
180 N Main St B, Ketchum ID 83340 (Unit B)  
180 N Main St C, Ketchum ID 83340 (Unit C)  
180 N Main St, Ketchum ID 83340 (Common Area)

2. Taxes, including any assessments collected therewith, for the year 2023 which are due and payable, but not delinquent.

Parcel Number: [RPK084100000A0](#)

Original Amount: \$4,995.34

Tax Relief Credit: \$54.82

Unit A

3. Taxes, including any assessments collected therewith, for the year 2023 which are due and payable, but not delinquent.

Parcel Number: [RPK084100000B0](#)

Original Amount: \$3,574.52

Tax Relief Credit: \$39.24

Unit B

4. Taxes, including any assessments collected therewith, for the year 2023 which are due and payable, but not delinquent.

Parcel Number: [RPK084100000C0](#)

Original Amount: \$3,650.40

Tax Relief Credit: \$40.06

Unit C

5. Taxes, including any assessments collected therewith, for the year 2023 which are exempt.

Parcel Number: [RPK084100000D0](#)

Original Amount: \$0.00

Common Area

6. The land described herein is located within the boundaries of the City of Ketchum and is subject to any assessments levied thereby.

7. Easements, reservations, restrictions, and dedications as shown on the official plat of [Lewis Bank Condominiums](#).

8. Right of way for ditches, tunnels, telephone, and distribution lines constructed by authority of the United States, as granted to the United States under the provisions of Section 58-604 Idaho Code.

9. Terms and conditions contained in a/an Agreement by and between Robert and Mary Hastings, husband and wife and City of Ketchum, Idaho, a municipal corporation.

Recorded: October 31, 1990

Instrument No.: [325093](#), records of Blaine County, Idaho.

10. Terms, provisions, covenants, conditions, restrictions and easements provided by a Corrected and Restated Condominium Declaration for Lewis Bank Condominiums but omitting any covenants, conditions or restrictions, if any, to the extent that such violates 42 USC 3604 (c) or any other ordinance, statute or regulation.

Recorded: February 15, 2005

Instrument No.: [516414](#), records of Blaine County, Idaho.

11. Terms and conditions contained in a/an Right-of-Way Agreement by and between Rocky Mountain Hardware and the City of Ketchum, Idaho, a municipal corporation.

Recorded: March 7, 2013

Instrument No.: [607121](#), records of Blaine County, Idaho.

Affects Unit C

12. A Deed of Trust to secure an indebtedness in the amount shown below and any other obligations secured thereby:

Amount: \$1,202,500.00

Trustor/Grantor: Melinda Renee Murtaugh, Trustee of the Melinda Renee Murtaugh 2014 Trust, dated April 10, 2014

Trustee: First American Title Insurance Company

Beneficiary: Zions Bancorporation, N.A. dba Zions First National Bank

Dated: June 26, 2020

Recorded: July 15, 2020

Instrument No.: [670714](#), records of Blaine County, Idaho.

Affects Unit A

13. A Deed of Trust to secure an indebtedness in the amount shown below and any other obligations secured thereby:

Amount: \$97,500.00

Trustor/Grantor: Melinda Renee Murtaugh, an individual, and The Melinda Renee Murtaugh 2014 Trust, an Idaho Trust by and through Melinda Renee Murtaugh, Trustee

Trustee: Blaine County Title

Beneficiary: 1030 Airport Way, LLC, an Idaho limited liability company and VHS, LLC, an Idaho limited liability company

Dated: July 4, 2022

Recorded: July 21, 2022

Instrument No.: [695144](#), records of Blaine County, Idaho.

Affects Unit A

Sun Valley Title

By:

A handwritten signature in black ink, appearing to be 'NB' or similar initials, written in a cursive style.

Nick Busdon, Authorized Signatory

File No. 23489857

**REVISED JUDGMENT AND TAX LIEN GUARANTEE**

Issued By  
Stewart Title Guaranty Company

**SCHEDULE A**

**Amount of Liability:** \$1,000.00

**Fee Amount:** \$0.00

**Guarantee No.:** G-2222-000090114

**Name of Assured:** Lawson Laski Clark

**Date of Guarantee:** November 27, 2023

That, according to the indices of the County Recorder of Blaine County, State of ID, for a period of 10 years immediately prior to the date hereof, there are no

- \* Federal Tax Liens
- \* Abstracts of Judgment, or
- \* Certificates of State Tax Liens

filed, or recorded against the herein named parties, other than those for which a release appears in said indices and other than those shown under Exceptions.

The parties referred to in this guarantee are as follows:

Condominium Unit A:  
Melinda Renee Murtaugh, Trustee of the Melinda Renee Murtaugh 2014 Trust, dated April 10, 2014

Condominium Unit B:  
SV 180 Main Street, LLC, a Delaware limited liability company

Condominium Unit C:  
1030 Airport Way, LLC, an Idaho limited liability company

Common Area:  
Lewis Bank Condominium Owners

Sun Valley Title  
By:



Nick Busdon, Authorized Signatory

File No. 23489857

SCHEDULE B

Exceptions:

NONE

RECORDING REQUESTED BY  
AND  
WHEN RECORDED RETURN TO

Thomas C. Praggastis  
Post Office Box 6090  
Ketchum, Idaho 83340

Mail Tax Statements To:

1030 Airport Way, LLC  
Post Office Box 4108  
Hailey, ID 83333

**Instrument # 599415**

HAILEY, BLAINE, IDAHO  
7-23-2012 04:20:02 No. of Pages: 4  
Recorded for : THOMAS C PRAGGASTIS  
JOLYNN DRAGE Fee: 19.00  
Ex-Officio Recorder Deputy  
Index to: WTY/QC/CORP DEED

*JD*


(Space Above Line for Recorder's Use)

QUITCLAIM DEED

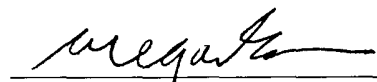
FOR VALUE RECEIVED, MARK T. NICKUM, PATRICIA A. NICKUM, CHRISTIAN M. NICKUM and MEGAN A. STEVENSON, Grantors, do hereby convey, release, remise and forever quitclaim unto 1030 AIRPORT WAY, LLC, an Idaho limited liability company, Grantee, all of Grantors' right, title and interest in the real property located in Blaine County, Idaho, as more particularly described in Exhibit A attached hereto and incorporated herein by reference.

DATED this 20<sup>th</sup> day of June, 2012.

  
MARK T. NICKUM

  
PATRICIA A. NICKUM

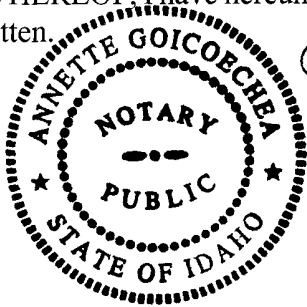
  
CHRISTIAN M. NICKUM

  
MEGAN A. STEVENSON

STATE OF IDAHO )  
 )  
 County of BLAINE )  
 )

On this 20TH day of JUNE, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared MARK T. NICKUM, known to me to be the person whose name is subscribed to the foregoing instrument, 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 first above written.



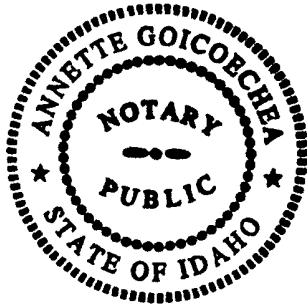
*Annette Goicoechea*

Notary Public for State of IDAHO  
 Residing at BELLEVue, Idaho  
 Commission expires 7-5-2017

STATE OF IDAHO )  
 )  
 County of BLAINE )  
 )

On this 20TH day of JUNE, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared PATRICIA A. NICKUM, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same.

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



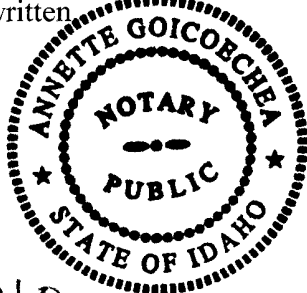
*Annette Goicoechea*

Notary Public for State of IDAHO  
 Residing at BELLEVue, Idaho  
 Commission expires 7-5-2017

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

On this 20TH day of JUNE, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared CHRISTIAN M. NICKUM, known to me to be the person whose name is subscribed to the foregoing instrument, 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 first above written.

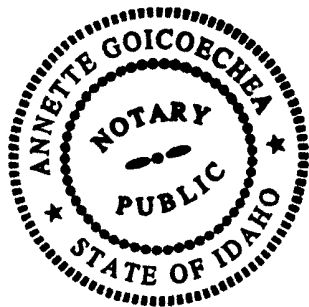


Notary Public for State of IDAHO  
Residing at BELLEUE, Idaho  
Commission expires 7-5-2017

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

On this 20TH day of JUNE, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared MEGAN A. STEVENSON, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same.

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



Notary Public for State of IDAHO  
Residing at Belleue, Idaho  
Commission expires 7-5-2017

EXHIBIT A

LEGAL DESCRIPTION

Condominium Unit C as shown on the Condominium Map for LEWIS BANK CONDOMINIUMS, recorded as Instrument No. 297110, and as defined and described in the Condominium Declaration for LEWIS BANK CONDOMINIUMS, recorded as Instrument No. 497109, records of Blaine County, Idaho.



**Instrument # 668290**

HAILEY, BLAINE, IDAHO  
04-08-2020 4:56:48 PM No. of Pages: 1  
Recorded for: TITLEONE - TWIN FALLS  
JOLYNN DRAGE Fee: \$15.00  
Ex-Officio Recorder Deputy: JB  
Electronically Recorded by Simplifile

**THIS INSTRUMENT FILED FOR RECORD  
BY SUN VALLEY TITLE AS AN  
ACCOMMODATION ONLY. IT HAS NOT  
BEEN EXAMINED AS TO ITS EXECUTION  
OR AS TO ITS EFFECT UPON THE TITLE.**

**Quitclaim Deed**

For value received, **Melinda Murtaugh**, a single woman

Does hereby convey, release, remise, and forever quit claim unto

**Melinda Renee Murtaugh, Trustee of the Melinda Renee Murtaugh 2014 Trust, dated April 10, 2014,**

whose current address is P.O. Box 703, Sun Valley, ID 83353

the following described premises:

Condominium Unit A, as shown on the Condominium Plat for LEWIS BANK CONDOMINIUMS, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 497110, and as defined and described in the Condominium Declaration for LEWIS BANK CONDOMINIUMS, recorded as Instrument No. 497109, records of Blaine County, Idaho.

To have and to hold the said premises, unto the said grantees, heirs and assigns forever.

Date: 04/08/2020

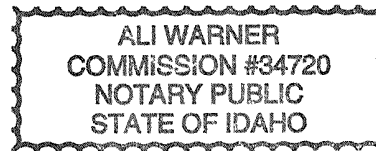
  
Melinda Murtaugh

State of Idaho, County of Blaine, ss.

On this 8<sup>th</sup> day of April in the year of 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Melinda Murtaugh known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

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

Residing at: Ketchum ID  
My Commission Expires: 9/19/24  
(seal)






---

**WARRANTY DEED**

FOR VALUE RECEIVED

VHS, LLC, a Washington limited liability company,

the Grantor, hereby grants, bargains, sells, conveys and warrants unto 

SV 180 Main Street, LLC, a Delaware limited liability company

the Grantee, whose current address is: PO Box 97, Clackamas, OR 97015

the following described premises, to-wit:

Condominium Unit B, as shown on the Condominium Map for LEWIS BANK CONDOMINIUMS, appearing in the records of Blaine County, Idaho, as Instrument No. 497110, and as defined and described in that Condominium Declaration for LEWIS BANK CONDOMINIUMS, recorded in the records of Blaine County, Idaho, as Instrument No. 497109.

**And as replacement property in an I.R.C. 1031 Tax Deferred Exchange**

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

Dated this 12<sup>th</sup> day of May, 2022.


VHS, LLC

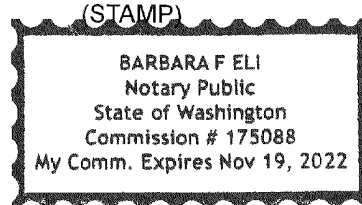
  
\_\_\_\_\_

Gregory Hoff  
Member

State of Washington  
County of SNOHOMISH

This record was acknowledged before me on 12<sup>th</sup> day of May, 2022, by Gregory Hoff, as Member of VHS, LLC.

  
Notary Public STATE OF WASHINGTON  
My Commission Expires: 11-19-2022



RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

KNEELAND, KORB, COLLIER & LEGG  
Post Office Box 249  
Ketchum, ID 83340  
KKCL File No. 7806-B

**Instrument # 516414**

HAILEY, BLAINE, IDAHO

2005-02-15

04:09:00 No. of Pages: 46

Recorded for : SUN VALLEY TITLE

MARSHA RIEMANN

Fee: 138.00

Ex-Officio Recorder Deputy

Index to: AMENDED COVENANTS & RESTRICTIONS

*mp*

(Space above line for Recorder's Use)

**CORRECTED AND RESTATED  
CONDOMINIUM DECLARATION FOR  
LEWIS BANK CONDOMINIUMS**

RECITALS

A. The undersigned are the owners of Condominium Units A, B and C as shown on the Condominium Map for Lewis Bank Condominiums, appearing in the records of Blaine County, Idaho, as Instrument No. 497110.

B. The Condominium Declaration for Lewis Bank Condominiums was recorded December 26, 2003, as Instrument No. 497109, records of Blaine County, Idaho ("Declaration").

C. Section 7.1 Membership of the Declaration provides that: "A certified copy of the Articles of Incorporation and a copy of the By-Laws of the Association are attached hereto as Exhibits B and C, respectively, and hereby made a part of this Declaration."

D. Exhibit B, Articles of Incorporation and Exhibit C, By-Laws of the Association, were inadvertently not attached to the Declaration when recorded with the Blaine County Recorder.

E. The undersigned desire to correct the Declaration by re-recording the Declaration with Exhibit B, Articles of Incorporation, and Exhibit C, By-Laws of the Association, as attached hereto.

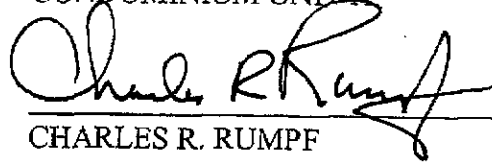
WHEREFORE, the undersigned hereby correct and restate the Declaration with Exhibits B and C as attached hereto and by this reference made a part hereof.

THIS INSTRUMENT FILED FOR RECORD  
BY SUN VALLEY TITLE COMPANY AS AN  
ACCOMMODATION ONLY. IT HAS NOT  
BEEN EXAMINED AS TO ITS EXECUTION  
OR AS TO ITS EFFECT UPON THE TITLE.

DATED:

11/20/04

CONDOMINIUM UNIT A

  
CHARLES R. RUMPF

  
SUZANNE M. HAZLETT

DATED:

\_\_\_\_\_

CONDOMINIUM UNIT B

VHS, LLC, a Washington limited liability company

By: \_\_\_\_\_  
Its: \_\_\_\_\_

DATED:

\_\_\_\_\_

CONDOMINIUM UNIT C

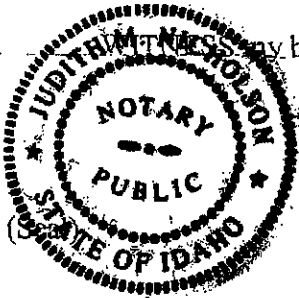
OSHO, LLC, an Idaho limited liability company

By: \_\_\_\_\_  
Its: \_\_\_\_\_

ACKNOWLEDGMENTS

STATE OF Idaho )  
 ) ss.  
County of Blaine )

On this 10 day of November, 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared CHARLES R. RUMPF, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

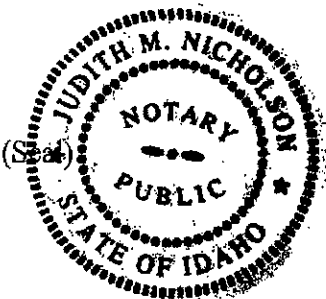


WITNESS my hand and seal the day and year in this certificate first above written.

Judith M. Nicholson  
Notary Public for Idaho  
Residing at Hailey  
Comm. Exp. 8/11/2005

STATE OF Idaho )  
 ) ss.  
County of Blaine )

On this 10 day of November, 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared SUZANNE M. HAZLETT, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.



WITNESS my hand and seal the day and year in this certificate first above written.

Judith M. Nicholson  
Notary Public for Idaho  
Residing at Hailey  
Comm. Exp. 8/11/2005

DATED: \_\_\_\_\_

CONDOMINIUM UNIT A

\_\_\_\_\_  
CHARLES R. RUMPF

\_\_\_\_\_  
SUZANNE M. HAZLETT

x DATED: Sept. 28, 2004

CONDOMINIUM UNIT B

VHS, LLC, a Washington limited liability company

x By: *Jan P. [Signature]*  
xIts: Manager

DATED: \_\_\_\_\_

CONDOMINIUM UNIT C

OSHO, LLC, an Idaho limited liability company

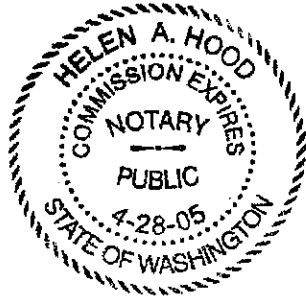
By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF Washington  
County of Snohomish ) ss.

On this 28<sup>th</sup> day of September, 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared GREGORY R. HOFF, the Manager of VHS, LLC, a Washington limited liability company, and known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same on behalf of said limited liability company.

WITNESS my hand and seal the day and year in this certificate first above written.

(Seal)



Helen Hood  
Notary Public for ~~State~~ Washington  
Residing at Kingston  
Comm. Exp. 4/28/05



DATED: \_\_\_\_\_

CONDOMINIUM UNIT A

\_\_\_\_\_  
CHARLES R. RUMPF

\_\_\_\_\_  
SUZANNE M. HAZLETT

DATED: \_\_\_\_\_

CONDOMINIUM UNIT B

VHS, LLC, a Washington limited liability company

By: \_\_\_\_\_

Its: \_\_\_\_\_

DATED: 2-10-05

CONDOMINIUM UNIT C

OSHO, LLC, an Idaho limited liability company

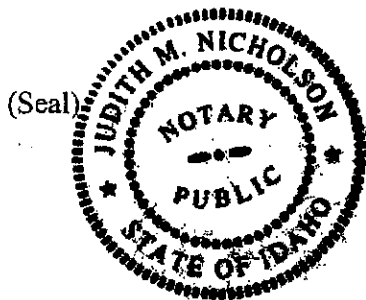
By: *G. Adams*

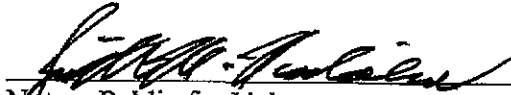
Its: *Marvin J. Mendon*

STATE OF Idaho )  
 ) ss.  
County of Blaine )

On this 10th day of February, 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared Amy Harris, the Managing Member of OSHO, LLC, an Idaho limited liability company, and known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same on behalf of said limited liability company.

WITNESS my hand and seal the day and year in this certificate first above written.



  
Notary Public for Idaho  
Residing at Hailey  
Comm. Exp. August 8, 2005

ORIGINAL

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

Kneeland, Korb, Collier & Legg  
Post Office Box 249  
Ketchum, ID 83340  
Telephone: (208) 726-9311  
KKCL File No: 7806-B

Instrument # 497109  
HALEY, BLAINE, IDAHO  
2003-12-26 02:08:00 No. of Pages: 25  
Recorded for : ALPINE ENTERPRISES  
MARSHA RIEMANN Fee: 75.00  
Ex-Officio Recorder Deputy *mp*  
Index to: COVENANTS & RESTRICTIONS

(Space Above this Line for Recorder's Use)

CONDOMINIUM DECLARATION  
FOR  
LEWIS BANK CONDOMINIUMS

ARTICLE I  
RECITALS AND CERTAIN DEFINITIONS

Section 1.1 The Declarant: The Real Property. Robert C. Hastings and Mary B. Hastings, husband and wife, (the "Declarant"), are the owners of that certain real property described as a portion of Lot 4, Block 2, Village of Ketchum, Blaine County, Idaho, (the "Real Property").

Section 1.2 Intention of Declarant. Declarant intends to provide for condominium ownership of the Real Property under the Condominium Property Act of the State of Idaho.

Section 1.3 Development. The Real Property will initially contain two (2) commercial condominium units and one (1) penthouse condominium unit.

Section 1.4 The Project. The term "Project" shall collectively mean the Real Property condominium units and the building and other improvements located on the Real Property.

Section 1.5 Type of Ownership. This condominium project will provide a means for ownership in fee simple of separate interests in Units and co-ownership with others, as tenants in common, of Common Area, as those terms are herein defined.

ARTICLE II  
ADDITIONAL DEFINITIONS

The following terms shall have the following meanings when used herein unless the context otherwise requires.

Section 2.1 Building. "Building" means the building located on the Real Property subject to this Declaration.

Section 2.2 Unit. "Unit" means the separate interest in a condominium as bounded by the interior surfaces of the perimeter walls, floors, ceilings, windows and doors thereof as shown and numbered on the Condominium Map to be filed for record, together with all fixtures and improvements therein contained. Notwithstanding such markings, the following are not a part of a Unit: bearing walls, columns, floors and roofs (except for the interior surface thereof, if a perimeter wall, floor or ceiling), foundations, shafts, central heating, air conditioning, reservoirs, tanks, pumps and other services used by more than one Unit, pipes, vents, ducts, flues, chutes, conduits, wires, and other utility installations, wherever located, except the outlets thereof when located within the Unit. The interior surfaces of a perimeter window or door means the points at which such surfaces are located when such windows or doors are closed; the physical windows and doors themselves are part of the Unit Area, as herein defined. In case of combination of two or more adjoining Units, those portions of partition walls between Units which are from time to time used as door openings between such Units shall be deemed to be divided in half longitudinally, parallel to the partition wall, and each half shall constitute part of the Unit which it adjoins, as Limited Common Area appurtenant to such Unit.

Section 2.3 Common Area. "Common Area" means the entire Project excepting all Units.

Section 2.4 Limited Common Area. "Limited Common Area" means that Common Area designated herein for exclusive use by Owners of particular Condominiums, as those terms are herein defined.

Section 2.5 General Common Area. "General Common Area" means all Common Area excepting all Limited Common Area.

Section 2.6 Condominium. "Condominium" means a separate interest in a Unit together with an undivided interest in common in the Common Area (expressed as a percentage of the entire ownership interest in the Common Area) for purposes of tax assessment under Idaho Code Section 55-1514 and for purposes of liability under Idaho Code Section 55-1515, as set forth in Exhibit A attached hereto and by this reference made a part hereof.

Section 2.7 Owner. "Owner" means any person or entity, including Declarant, at any time owning a Condominium; the term "Owner" shall not refer to any Mortgagee, as herein defined, unless such Mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

Section 2.8 Mortgage. "Mortgage" means any mortgage, deed of trust, or other security instrument by which a Condominium or any part thereof is encumbered.

Section 2.9 Mortgagee. "Mortgagee" means any person, or any successor to the interest of such person named as the mortgagee, trust beneficiary or creditor under any mortgage, as mortgage is defined in Article II, Section 2.9, under which the interest of any Owner, or successor to the interest of such Owner, is encumbered.

Section 2.10 Association. "Association" means Lewis Bank Owners, Inc., an Idaho corporation, not for profit, its successors and assigns, organized as provided herein.

Section 2.11 Condominium Map. "Condominium Map" means the Condominium Map for Lewis Bank Condominiums and amendments thereto to be filed for record in the office of the County Recorder of Blaine County, Idaho, consisting of a plat or survey map of the surface of the ground of the Real Property showing a survey and legal description thereof, the location of the Building with respect to the boundaries of the Real Property, together with diagrammatic floor plans of Building showing the boundaries of each Unit within the Building, including horizontal and vertical locations and dimensions of all boundaries of each Unit, Unit description identifying the Units, together with such other information as may be included thereon in the discretion of the Declarant.

### ARTICLE III STATEMENT OF INTENTION AND PURPOSE

Declarant hereby declares that the Project and every part thereof, is held and shall be held, conveyed, demised, leased, rented, encumbered, used, occupied and improved and otherwise affected in any manner subject to the provisions of this Declaration, each and all of which provisions are hereby declared to be in furtherance of the general plan and scheme of condominium ownership referred to in Article I and are further declared to be for the benefit of the Project and every part thereof and for the benefit of each Owner. All provisions hereof shall be deemed to run with the land as covenants running with the land or as equitable servitude as the case may be, and shall constitute benefits and burdens to the Declarant and his assigns and to all persons hereafter acquiring or owning any interest in the Project, however such interest may be obtained.

### ARTICLE IV NATURE AND INCIDENTS OF CONDOMINIUM OWNERSHIP

Section 4.1 Estates of an Owner. The Project is hereby divided into Condominiums each consisting of a separate interest in a Unit and an undivided interest in common in the Common Area in accordance with the attached Exhibit A setting forth the Common Area appurtenant to each Unit. The percentage of ownership interest in the Common Area which is to be allocated to each Unit for purposes of tax assessment under Section 55-1514 of the Idaho Code and for purposes of liability as provided by Section 55-1515 of such Code shall be the same as set forth in Exhibit A. Exhibit A also contains a legal description of each Unit in the Project, consisting of the identifying letter of such Unit as shown on the Condominium Map. Such undivided interests in the Common Area are hereby declared to be appurtenant to the respective Units..

Section 4.2 Limited Common Area. "Limited Common Area" shall be used in connection with such Unit to the exclusion of the use thereof by the other Owners of Common Area except by invitation.

Section 4.3 Right to Combine Units. Declarant reserves the right to combine physically the area or space of one Unit with the area or space of one or more adjoining Units. Such combination shall not prevent separate ownership of such Condominiums in the future. Declarant reserves the right to designate and convey to any purchaser of such combined Units as additional Limited Common Area any walls, floors or other structural separations between Units so combined, or any space which would be occupied by such structural separations but for the combination of the Units. Such structural separations and such space shall automatically become General Common Area if the combined Units become subject to separate ownership in the future.

Section 4.4 Right to Separate Unit. The owner of a Commercial Unit shall have the right to separate the ownership of the Commercial Unit into two (2) separate Units. If the Commercial Unit is separated the structural separations and space between the Units shall automatically become General Common Area.

Section 4.5 Title. Title to a Condominium may be held or owned by any entity and in any manner in which title to any other real property may be held or owned in the State of Idaho.

Section 4.6 Inseparability. No part of a Condominium except as provided by Section 4.4 hereinabove may be separated from any other part thereof during the period of Condominium ownership prescribed herein, so that each Unit and the undivided interest in the Common Area appurtenant to such Unit shall always be conveyed, devised, encumbered, and otherwise affected only as a complete Condominium. Every gift, devise, bequest, transfer, encumbrance, conveyance or other disposition of a Condominium or any part thereof shall be presumed to be a gift, devise, bequest, transfer, encumbrance, or conveyance, respectively, of the entire Condominium; together with all appurtenant rights created by law or by this Declaration.

Section 4.7 Partition Not Permitted. The Common Area shall be owned in common by all Owners of Condominiums, and no Owner may bring any action for partition thereof.

Section 4.8 Owner's Right to Common Area. Subject to the limitations contained in this Declaration, each Owner shall have the non-exclusive right to use and enjoy the General Common Area, and shall have the exclusive right to use and enjoy the Limited Common Area designated herein for exclusive use by such Owner.

Section 4.9 Taxes and Assessments. Each Owner shall execute such instruments and take such actions as may be reasonably specified by the Association to obtain separate real property tax assessments of the interest of each Owner in each Condominium. If any taxes or special district or other assessments may, in the opinion of the Association, nevertheless be a lien on the Project or any part thereof, the Association shall pay the same and assess the same to the Owner or Owners responsible therefor. Each Owner shall pay the taxes or assessments assessed against his or her Condominium, or interest therein, or his or her interest in the Common Area, or any part of any or all of the foregoing. Each Owner shall pay taxes, rates, impositions and assessments levied against the Project or any part of the Common Area in proportion to his or her interest in the Common Area, such payment to be made to the Association at least thirty (30) days prior to the delinquency of such tax or assessment. Each such unpaid tax or assessment

shall bear interest at the legal rate from and after the time the same becomes payable by each Owner and shall be secured by the lien created by Section 9.6 hereof.

Section 4.10 Owner's Rights with Respect to Interiors. Each Owner shall have the exclusive right to paint, repaint, tile, wax, paper or otherwise maintain, refinish and decorate the interior surfaces of the walls, ceilings, floors, windows, and doors forming the boundaries of his or her Unit.

Section 4.11 Easements for Encroachments. If any part of the Common Area encroaches or shall hereinafter encroach upon a Unit or Units, an easement for such encroachment and for the maintenance of the same shall and does exist. If any part of a Unit encroaches or shall hereafter encroach upon the Common Area, or upon an adjoining Unit or Units, an easement for such encroachment and for the maintenance of the same shall and does exist. Such encroachments shall not be considered to be encumbrances whether on the Common Area or the Units. Encroachments referred to herein include, but are not limited to, encroachments caused by settling, rising or shifting of the earth, or by changes in position caused by repair or reconstruction of the Project or any part thereof.

Section 4.12 Easements of Access for Repair, Maintenance and Emergencies. Some of the Common Area is or may be located within the Units or may be conveniently accessible only through the Units. The Owners of other Units shall have the irrevocable right, to be exercised by the Association as their agent, to have access to each Unit and to all Common Area from time to time during such reasonable hours as may be necessary for the maintenance, repair or replacement of any of the Common Area located therein or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the Common Area or to another Unit or Units. The Association shall also have such right independent of any agency relationship. Damage to the interior of any part of a Unit or Units resulting from the maintenance, repair, emergency repair or replacement of any of the Common Area as a result of emergency repairs within another Unit at the instance of the Association or of Owners shall be an expense of all of the Owners; provided, however, that if such damage is the result of negligence of the Owner of a Unit, then such Owner shall be financially responsible for all of such damage. Such damage shall be repaired and the property shall be restored substantially to the same condition as existed prior to damage. Amounts owing by Owners pursuant thereto shall be collected by the Association by assessment pursuant to Article IX below.

Section 4.13 Owner's Right to Ingress and Egress and Support. Each Owner shall have the right to ingress and egress over, upon and across the Common Area necessary for access to his or her Unit and to the Limited Common Area designated for use in connection with his or her Unit, and shall have the right to the horizontal and lateral support of his or her Unit, and such rights shall be appurtenant to and pass with the title to each Condominium.

Section 4.14 Association's Right to Use Common Area. The Association shall have a non-exclusive easement to make such use of the Common Area as may be necessary or appropriate to perform the duties and functions which it is obligated or permitted to perform pursuant to this Declaration, including the right to construct and maintain in the General Common Area maintenance and storage facilities for use by the Association.

Section 4.15 Declarant's Right Incident to Construction. Declarant and persons it shall select, shall have the right to ingress and egress over, upon and across the Common Area, the right to store materials thereon and to make such other use thereof as may be reasonably necessary or incident to complete development of the Project.

Section 4.16 Easements Deemed Created. All conveyances of Condominiums hereafter made, whether by the Declarant or otherwise, shall be construed to grant and reserve such reciprocal easements as shall give effect to Sections 4.11, 4.12, 4.13 and 4.14 above, even though no specific reference to such easements or to those Sections appears in any such conveyance.

## ARTICLE V DESCRIPTION OF A CONDOMINIUM

Every contract for the sale of a Condominium and every other instrument affecting title to a Condominium may describe that Condominium by the number shown on the Condominium Map with the appropriate reference to the Condominium Map and to this Declaration as each appears on the records of the County Recorder of Blaine County, Idaho, in the following fashion:

"Condominium Unit \_\_\_\_\_ as shown on the Condominium Map for Lewis Bank Condominiums appearing in the records of Blaine County, Idaho, as Instrument No. \_\_\_\_\_, and as defined and described in that Condominium Declaration for Lewis Bank Condominiums, recorded in the records of Blaine County, Idaho, as Instrument No. \_\_\_\_\_."

Such description will be construed to describe the Unit, together with the appurtenant undivided interest in the Common Area, and to incorporate all the rights incident to ownership of a Condominium and all the limitations on such ownership as described in this Declaration.

## ARTICLE VI MECHANIC'S LIEN RIGHTS

No labor performed or services or materials furnished with the consent of or at the request of an Owner or his or her agent or his or her contractor or subcontractor shall be the basis for the filing of a lien against the Condominium of any other Owner, or against any part thereof, or against any other property or any other Owner, unless such other Owner has expressly consented to or requested the performance of such labor or furnishing of such materials or services. Such express consent shall be deemed to have been given by the Owner of any Condominium in the case of emergency repairs thereto. Labor performed or services or materials furnished for the Project, if duly authorized by the Association, shall be deemed to be performed or furnished with the express consent of each Owner. Any Owner may remove his or her Condominium from a lien against two or more Condominiums or any part thereof by payment to the holder of the lien of the fraction of the total sum secured by such lien which is attributable to his or her Condominium.



ARTICLE VII  
THE ASSOCIATION

Section 7.1 Membership. A certified copy of the Articles of Incorporation and a copy of the By-Laws of the Association are attached hereto as Exhibits B and C, respectively, and hereby made a part of this Declaration. Every Owner shall be entitled and required to be a member of the Association. If title to a Condominium is held by more than one person, the membership related to that Condominium shall be shared by all such persons in the same proportionate interests and by the same type of tenancy in which the title to the Condominium is held. An Owner shall be entitled to one membership for each Condominium owned by him or her. No person or entity other than an Owner may be a member of the Association, and the Articles of Incorporation or Bylaws of the Association state that the memberships in the Association may not be transferred except in connection with the transfer of a Condominium, provided, however, that the rights of membership may be assigned to a Mortgagee as further security for a loan secured by a lien on a Condominium.

Section 7.2 Voting Rights. The Association shall have (2) classes of voting membership:

Class A. Class A members shall be all owners, with the exception of Declarant, and shall be entitled to one (1) vote for each percentage point or part thereof of common area owned as set forth on the attached Exhibit A for each Condominium owned. When more than one (1) person holds an interest in any Condominium, all such persons shall be members. The vote for such Condominium shall be exercised as they among themselves determine, but shall be cast in the aggregate common area percentage for the unit as set forth on the attached Exhibit A.

Class B. Class B member(s) shall be Declarant and shall be entitled to three (3) votes for each percentage point or part thereof of common area owned as set forth on attached Exhibit A for each Condominium owned. The Class B membership shall cease and be converted to Class A membership on the happening of the earliest of the following to occur:

- a) when the total votes outstanding in the Class A membership equal or are greater to the total votes outstanding in the Class B membership, or
- b) on January 1, 2010.

Section 7.3 Transfer. Except as otherwise expressly stated herein, any of the rights, interests and obligations of the Association set forth herein or reserved herein may be transferred or assigned to any other person or entity; provided, however, that no such transfer or assignment shall relieve the Association of any of the obligations set forth herein. Any such transfer or assignment shall not revoke or change any of the rights or obligations of any Owners as set forth herein.

Section 7.4 Amplification. The provisions of this Article are amplified by the Articles of Incorporation of the Association and by the By-Laws of the Association; provided, however, that no present or future provision of such Articles of Incorporation or By-Laws shall substantially alter or amend any of the rights or obligations of the Owners set forth herein.

ARTICLE VIII  
CERTAIN RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 8.1 The Management Body. The Association may designate a "Management Body" as provided by I.C. §55-1503(f); and in the event a Management Body is designated it shall administer the Project in accordance with the Condominium Property Act, this Declaration, the Articles of Incorporation and By-Laws of the Association.

Section 8.2 The Common Area. The Association, subject to the rights of the Owners set forth in Article IV hereof, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including furnishings and equipment related thereto). Each Owner shall be responsible and pay for the care, maintenance and repair of the Common Area comprising the exterior surfaces of his or her Unit, and shall keep the same in a good, clean, first class condition, including without limitation, the painting of the same as often as necessary, replacement of trim and caulking, weather proofing and tuck pointing, the maintenance and repair of roofs and the maintenance and repair of other Common Area used solely in connection with his or her Unit, including utility lines and areas for access to any automobile parking constituting part of the Condominium project. Further, each Owner of a Condominium Unit shall keep the Limited Common Area designated for use in connection with his or her Unit in a good, clean, sanitary and attractive condition, and shall maintain and repair the Limited Common Area in a first class manner, and shall maintain and repair the heating equipment and the water heater servicing his or her Unit exclusively. The Association shall only be responsible to maintain and repair Common Area used by more than one Unit and the cost therefor shall be allocated to such Units in proportion to such use.

The Association shall have the right to grant easements for utility and/or access purposes over, upon, across, under or through any portion of the Common Area, and each Owner hereby irrevocably appoints the Association as attorney-in-fact for such purpose.

Section 8.3 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 of the Project, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Project or the enforcement of this Declaration. The Association may arrange with others to furnish electrical, water, sewer, trash collection services, and other common services to each Unit.

Section 8.4 Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all of the Owners tangible and intangible personal property and

may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be deemed to be owned by the Owners in the same proportion as their respective interests in the Common Area as set forth in Exhibit A attached hereto. Such interest shall not be transferable except with the transfer of a Condominium. A transfer of a Condominium shall transfer to the transferee ownership of the transferor's beneficial interest in such property without any reference thereto. Each Owner may use such property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of other Owners. The transfer of title to a Condominium under the foreclosure shall entitle the purchaser to the interest in such personal property associated with the foreclosed Condominium.

Section 8.5 Rules and Regulations. The Association may make reasonable rules and regulations governing the use of the Units and of the Common Area, which rules and regulations shall be consistent with the rights and duties established in this Declaration. The Association Rules shall, inter alia, govern the use of the Common Area by all Owners and tenants, and their respective family members, guests or invitees. A copy of the Rules as adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner and a copy shall be posted in a conspicuous place within the Project.

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

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

The determination of whether to impose any of the foregoing sanctions shall be within the sole discretion of the Association. Any legal action may be brought in the name of the Association on its own behalf and on behalf of any Owner who consents, and the prevailing party in any such action shall be entitled to recover costs and reasonable attorneys' fees. The Association may take more than one of the foregoing enforcement actions against any one violation or threatened violation, provided that a suspension of use privileges shall not exceed thirty (30) days (unless suspension is for delinquent assessments) and a monetary penalty shall not exceed \$1,000.00 (excluding late charges imposed for delinquent assessments) for any one violation. The Association, in its sole discretion, may resolve or settle any dispute, including any legal action, under such terms and conditions as it considers appropriate.

Amounts owing by Owners pursuant to this Section may be collected by the Association by assessment pursuant to Article IX below.

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

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

Section 8.6 Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or by law, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

## ARTICLE IX ASSESSMENTS

Section 9.1 Agreement to Pay Assessment. Declarant, for each Condominium owned by it within the Project, and for and as the Owner of the Project and every part thereof, hereby covenants, and each Owner of any Condominium by the acceptance of a deed therefor, whether or not it be so expressed in the deed, shall be deemed to covenant and agree with each other and with the Association to pay to the Association periodic assessments made by the Association for the purposes provided in this Declaration, and special assessments for capital improvements and other matters as provided in this Declaration. Such assessments shall be fixed, established and collected from time to time in the manner provided in this Article.

Section 9.2 Amount of Total Periodic Assessments. The total periodic assessments against all Condominiums shall be based upon advance estimates of cash requirements by the Association to provide for the payment of all estimated expenses growing out of or connected with the maintenance, repair and operation of the Common Area or furnishing electrical, water, sewer and trash collection and services, and other common services, to each Unit, which estimates may include, among other things, expenses of management; taxes and special assessments, until the Condominiums are separately assessed as provided herein; premiums for all insurance which the Association is required or permitted to maintain pursuant hereto; landscaping and care of grounds; common lighting and heating; water charges; trash collection; sewer service charges, repairs and maintenance; wages for Association employees; legal and accounting fees; any deficit remaining from a previous period; the creation of a reasonable contingency reserve, surplus and/or sinking funds; and any other expenses and liabilities which may be incurred by the Association for the benefit of the Owners under or by reason of this Declaration.

Section 9.3 Apportionment of Periodic Assessments. Expenses attributable to the Common Area maintenance and repair of the exterior of the building, roof, and landscaping shall

be apportioned among all Owners in proportion to the interest in the Common Area owned by each as set forth in Exhibit A attached hereto. Expenses attributable to Limited Common Area maintenance and repair shall be the responsibility of the Unit Owner that has exclusive use thereof.

Section 9.4 Notice of Periodic Assessments and Time for Payment Thereof. The Association shall make periodic assessments, which assessments shall be annually, quarterly or monthly as the Association shall from time to time determine. The Association may, in its discretion, allow assessments to be paid in installments. Written notice of assessment shall be given to each Owner, which notice shall specify the amount of the assessment and the date or dates of payment of the same. No payment shall be due less than fifteen (15) days after the said written notice has been given. Each periodic assessment shall bear interest at the legal rate from the date it becomes due and payable if not paid within thirty (30) days after such date. Failure of the Association to give timely notice of any assessment as provided herein shall not affect the liability of the Owner of any Condominium for such assessment, but the date when payment shall become due in such a case shall be deferred to a date fifteen (15) days after such notice shall have been given.

Section 9.5 Special Assessments for Capital Improvement. In addition to the annual assessments authorized by this Article, the Association may levy at any time a special assessment, payable over such a period as the Association may determine for the purpose of defraying in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the Project or any part thereof, or for any other expense incurred or to be incurred as provided in this Declaration. This Section shall not be construed as an independent source of authority for the Association to incur expenses, but shall be construed to prescribe the manner of assessing for expenses authorized by other Sections hereof which shall make specific reference to this Article. Any amounts assessed pursuant hereto shall be assessed to Owners in proportion to the interest in the Common Area owned by each as set forth in Exhibit A attached hereto. Notice in writing of the amount of such special assessments and the time for payment thereof shall be given promptly to the Owners, and no payment shall be due less than thirty (30) days after such notice shall have been given. A special assessment shall bear interest at the legal rate from the date it becomes due and payable if not paid within thirty (30) days after such date.

Section 9.6 Lien for Assessments. All sums assessed to any Condominium pursuant to this Article, together with interest thereon as provided herein, shall be secured by a lien on such Condominium in favor of the Association upon recordation of a notice of assessment as herein provided. Such lien shall be superior to all other liens and encumbrances on such Condominium except only for: (a) valid tax and special assessment liens on the Condominium in favor of any governmental assessing authority; (b) a lien for all sums unpaid on a first Mortgage, or on any Mortgage to Declarant, duly recorded in Blaine County, Idaho real estate records, including all unpaid obligatory advances to be made pursuant to such Mortgage and all amounts advanced pursuant to such Mortgage and secured by the lien thereof in accordance with the terms of such instrument; and (c) labor or materialmen's liens to the extent required by law. All other lienors acquiring liens on any Condominium after this Declaration shall have been recorded in said records shall be deemed to consent that such liens shall be inferior to future liens

for assessments as provided herein, whether or not such consent be specifically set forth in the instruments creating such liens.

To create a lien for sums assessed pursuant to this Article, the Association may prepare a written notice of assessment setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the record owner of the Condominium and a description of the Condominium. Such a notice shall be signed by the Association and may be recorded in the office of the County Recorder of Blaine County, Idaho. No notice of assessment shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by sale by the Association after failure of the Owner to pay such an assessment in accordance with its terms, such sale to be conducted in the manner permitted by law in Idaho for the exercise of power of sale in deeds of trust or in any other manner permitted by law. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceeding, the costs and expenses of filing the notice of assessment and all reasonable attorney's fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Condominium which shall become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the same as the Owner thereof.

A further notice stating the satisfaction and release of any such lien shall be executed by the Association and recorded in the Blaine County, Idaho real estate records, upon payment of all sums secured by a lien which has been made the subject of a recorded notice of assessment.

Any encumbrancer holding a lien on a Condominium may pay, but shall not be required to pay, any amounts secured by the lien created by this Section, and upon such payment such encumbrancer shall be subrogated to all rights of the Association with respect to such lien, including priority.

Unless sooner satisfied and released or the enforcement thereof initiated as provided earlier in this Section, any lien created pursuant to this Section shall expire and be of no further force or effect one year from the date of recordation of said notice of assessment, provided, however, that said one year period may be extended by the Association for a period not to exceed one additional year by a written extension signed by the Association and recorded in the office of the County Recorder of Blaine County, Idaho, prior to expiration of said first one year period.

Section 9.7 Personal Obligation of Owner. The amount of any periodic or special assessment against any Condominium shall be the personal obligation of the Owner thereof to the Association. Suit to recover a money judgment for such personal obligation shall be maintainable by the Association without foreclosing or waiving the lien securing the same. No Owner may avoid or diminish such personal obligation by waiver of the use and enjoyment of any of the Common Area or by abandonment of his or her Condominium.

Section 9.8 Statement of Account. Upon payment of a reasonable fee not to exceed \$100.00 and upon written request of any Owner or any Mortgagee, prospective Mortgagee or prospective purchaser of a Condominium, the Association shall issue a written statement setting

forth the amount of the unpaid assessments, if any, with respect to such Condominium, the amount of the current periodic assessment and the date that such assessment becomes or became due, credit for advanced payments or prepaid items, including, but not limited to, an Owner's share of prepaid insurance premiums, which statement shall be conclusive upon the Association in favor of persons who rely thereon in good faith. Unless such request for a statement of account shall be complied with within twenty (20) days, all unpaid assessments which became due prior to the date of making such request, shall be subordinate to the lien of a Mortgagee which acquired its interest subsequent to requesting such statement. Where a prospective purchaser makes such request, both the lien for such unpaid assessments and the personal obligation of the purchaser shall be released automatically if the statement is not furnished within the twenty (20) day period provided herein and thereafter an additional written request is made by such purchaser and is not complied with within ten (10) days, and the purchaser subsequently acquires the Condominium.

Section 9.9 Personal Liability of Purchaser for Assessments. Subject to the provisions of Section 9.8, a purchaser of a Condominium shall be jointly and severally liable with the seller for all unpaid assessments against the Condominium up to the time of the grant or conveyance, without prejudice to the purchaser's right to recover from the seller the amount paid by the purchaser for such assessments.

## ARTICLE X USE OF CONDOMINIUMS

Section 10.1 Mixed Use. The Condominium Project shall initially contain two (2) commercial Condominium Units and one (1) penthouse Condominium Unit. The commercial uses shall include, personal service shops, antique stores, retail stores, business and professional offices, financial institutions, art galleries, business services and other related uses. Lease or rental of a Condominium shall not be considered to be a violation of this covenant. However, any lease or rental agreement shall be in writing and any tenant shall abide by and be subject to all provisions of this Declaration, the Articles, the Bylaws, and the Association rules and any lease or rental agreement must specify that failure to abide by such provisions shall be a default under the lease or rental agreement. Failure by Owner to take legal action, including the institution of proceedings of Unlawful Detainer against his or her lessee who is in violation of this Declaration, the Articles, the Bylaws or the Association Rules within ten (10) days after receipt of written demand so to do from the Association, shall entitle the Association, through its Board, to take any and all such action, including the institution of proceedings in Unlawful Detainer on behalf of such Owner against his or her lessee. Any expenses incurred by the Association, including attorneys' fees and costs of suit, shall be paid by such Owner.

Section 10.2 Use of Common Area. There shall be no obstruction of the Common Area, nor shall anything be stored on any part of the Common Area, without the prior written consent of the Association. Nothing shall be altered on, constructed in, or removed from the Common Area except upon the prior written consent of the Association.

Section 10.3 Prohibition of Damage and Certain Activities. Nothing shall be done or kept in any Unit or in the Common Area or any part thereof which would result in the

cancellation of the insurance on the Project or any part thereof or increase the rate of the insurance on the Project or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Association. Nothing shall be done or kept in any Unit or in the Common Area or any part thereof which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Area or any part thereof, shall be committed by any Owner or any invitee of an Owner, and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by him/her or his/her invitees. No noxious, destructive or offensive activity shall be carried on in any Unit or in the Common Area or any part thereof, nor shall anything be done therein which may be or may become an annoyance or nuisance to any other Owner or to any person at any time lawfully residing in the Project.

Section 10.4 Animals. The Association may, by rules or regulations, prohibit or limit the keeping of animals, livestock, or poultry in any Unit or on the Common Area or any part thereof. Domestic dogs and cats, not to exceed a total of two animals may be kept as household pets within the residential penthouse Condominium Unit.

Section 10.5 Rules and Regulations. No Owner shall violate the rules and regulations for the use of the Units and of the Common Area as adopted from time to time by the Association. The Association may impose its enforcement rights as provided by Section 8.5 hereinabove for violation of its Rules and Regulations.

Section 10.6 Maintenance of Interiors. Each Owner shall keep the interior of his or her Unit, including, without limitation, interior walls, windows, glass ceilings, floors and permanent fixtures and appurtenances thereto, in a clean, sanitary and attractive condition, and good state of repair, and shall keep the Limited Common Area designated for use in connection with his or her Unit in a clean, sanitary and attractive condition, and shall keep the heating equipment, air conditioning and water heater serving his or her Unit exclusively in a good state of maintenance and repair.

Section 10.7 Structural Alterations. No structural alterations to any Unit shall be made, and no plumbing, electrical or similar work within the Common Area shall be done, by any Owner without the prior written consent of the Association, except that an Owner may do such work as may be appropriate to maintain and repair Limited Common Area appurtenant to such Owner's Unit.

Section 10.8 Offensive Conduct; Nuisances. No noxious or offensive activities shall be conducted within the Project. Nothing shall be done on or within the Project that may be or may become an annoyance or nuisance to the occupants of the Project, or that in any way interferes with the quiet enjoyment of occupants of Units.

Section 10.9 Parking Restrictions. Unless otherwise permitted by the Association, no motor vehicle shall be parked or left within the Project other than within an assigned or appurtenant parking stall or space. No boat, trailer, recreational vehicle, camper, truck or commercial vehicle shall be parked or left within the Project.



Section 10.10 Signs. Business or commercial signs may be placed on or within the Common Area or Limited Common Area with the prior approval of the Association which approval shall not unreasonably be withheld. Business or commercial signs shall conform to City of Ketchum regulations. A for sale or for rent sign by the Owner or real estate agent may be placed within that portion of the Common Area or Limited Common Area as designated by the Association for such purpose and the location and design thereof shall be subject to the prior approval by the Association, which approval shall not be unreasonably withheld.

Section 10.11 Antennae and External Fixtures. No television or radio poles, antennae, flag poles, clotheslines, or other external fixtures other than those originally installed by Declarant shall be constructed, erected or maintained on or within the Common Area. No wiring, insulation, air-conditioning, or other machinery or equipment other than that originally installed by Declarant shall be constructed, erected or maintained on or within the Common Area.

Section 10.12 Trash Disposal. Trash, garbage or other waste shall be kept only in sanitary containers. No Owner shall permit or cause any trash or refuse to be kept on any portion of the Project other than in the receptacles customarily used for it, which shall be located only in places specifically designated for such purpose except on the scheduled day for trash pickup.

## ARTICLE XI INSURANCE

Section 11.1 Types of Insurance. The Association shall obtain and keep in full force and effect at all times the following insurance coverage provided by companies duly authorized to do business in Idaho. The provisions of this Article shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage, in addition to any insurance coverage required hereunder, in such amounts and in such forms as the Association may deem appropriate from time to time.

(a) Casualty Insurance. The Association shall obtain insurance on the Project in such amounts as shall provide for full replacement thereof in the event of damage or destruction from the casualty against which such insurance is obtained, all in the manner in which a corporation owning similar mixed use buildings in the vicinity of the Project would, in the exercise of prudent business judgment, obtain such insurance. Such insurance shall include fire and extended coverage, vandalism and malicious mischief, war risk insurance if available and if deemed appropriate by the Association, and such other risks and hazards against which the Association shall deem it appropriate to provide insurance protection. The Association may comply with the above requirements by the purchase of blanket coverage and may elect such "deductible" provisions as in the Association's opinion are consistent with good business practice.

(b) Public Liability and Property Damage Insurance. The Association shall purchase broad form comprehensive liability coverage in such amounts and in such forms as it deems advisable to provide adequate protection. Coverage shall include without limitation,

liability for personal injuries, operation of automobiles on behalf of the Association, and activities in connection with the ownership, operation, maintenance and other use of the Project.

(c) Workmen's Compensation and Employer's Liability Insurance. The Association shall purchase workmen's compensation and employer's liability insurance and all other similar insurance in respect of employees of the Association in the amounts and in the forms now or hereafter required by law.

(d) Fidelity Insurance. The Association shall purchase, in such amounts and in such forms as it shall deem appropriate, coverage against dishonesty of employees, destruction or disappearance of money or securities, and forgery.

(e) Directors and Officers Liability Insurance. The Association shall purchase in such amounts and in such form as it shall deem appropriate, coverage for all directors, officers, and committee members, for any and all errors and/or omissions that occur during their tenure in office and employment.

(f) Other. The Association may obtain insurance against such other risks, of a similar or dissimilar nature, as it shall deem appropriate with respect to the Project, including any personal property of the Association located thereon.

Section 11.2 Optional Insurance. The Association may obtain the following types of insurance coverage, but it is not required to do so.

(a) Personal Property Casualty Insurance. The Association may in its discretion obtain insurance on the personal property and furnishings initially placed in the Units of Owners by Declarant upon completion of construction of the Project in such amounts as shall provide for the full replacement thereof in the event of damage or destruction from casualties against which such insurance is obtained.

(b) Casualty and Public Liability Insurance. The Association may in its discretion obtain casualty and public liability insurance coverage, in amounts it may select, with respect to an Owner's activities within each individual Unit and for activities of the Owner, not acting by the Association, with respect to the Common Area.

Section 11.3 Form. Casualty insurance shall be carried in a form or forms naming the Association the insured as trustee for the Owners, which policy or policies shall specify the interest of each Condominium Owner (Owner's name, Unit Number, the appurtenant undivided interest in the Common Area) and which policy or policies shall provide a standard loss payable clause providing for payment of insurance proceeds to the Association as trustee for the Owners and for the respective first Mortgagees which from time to time shall give notice to the Association of such first Mortgages, such proceeds to be used in accordance with this Declaration. Each policy shall also provide that it cannot be canceled by either the insured or the insurance company until after ten (10) days' prior written notice is first given to each Owner and to each first Mortgagee. The Association shall furnish to each Owner who requests it and to the Declarant a true copy of such policy together with a certificate identifying the interest of the

Owner. All policies of insurance shall provide that the insurance thereunder shall be invalidated or suspended only in respect to the interest of any particular Owner guilty of breach of warranty, act, omission, negligence or noncompliance with any provision of such policy, including payment of the insurance premium applicable to that Owner's interest, or who permits or fails to prevent the happening of any event, whether occurring before or after a loss, which under the provisions of such policy would otherwise invalidate or suspend the entire policy. All policies of insurance shall provide further that the insurance under any such policy as to the interest of all other insured Owners not guilty of any such act or omission, shall not be invalidated or suspended and shall remain in full force and effect.

Public liability and property damage insurance shall name the Association the insured, as trustee for the Owners, and shall protect each Owner against liability for acts of the Association in connection with the ownership, operation, maintenance or other use of the Project.

Section 11.4 Owner's Responsibility. Insurance coverage on the furnishings initially placed in the Unit by Declarant, unless the Association pursuant to Section 11.2 hereof elects to arrange for such casualty insurance, and casualty and public liability insurance coverage within each individual Unit and for activities of the Owner, not acting by the Association, with respect to the Common Area, unless the Association pursuant to Section 11.2 hereof elects to arrange for such casualty insurance, and regardless of the Association's election, insurance coverage against loss from theft on all personal property and insurance coverage on items of personal property placed in the Unit by Owner, shall be the responsibility of the respective Owners.

Section 11.5 Insurance Proceeds. The Association shall receive the proceeds of any casualty insurance payments received under policies obtained and maintained pursuant to this Article. The Association shall apportion the proceeds to the portions of the Project which have been damaged and shall determine the amount of the proceeds attributable to damage to the Common Area. To the extent that reconstruction is required herein, the proceeds shall be used for such purpose. To the extent that reconstruction is not required herein and there is a determination that the Project shall not be rebuilt, the proceeds shall be distributed in the same manner herein provided in the event of sale of obsolete Units, as set forth in Section 13.4. Each Owner and each Mortgagee shall be bound by the apportionments of damage and of the insurance proceeds made by the Association pursuant hereto.

Section 11.6 Owner's Own Insurance. Notwithstanding the provisions of Sections 11.1 and 11.2 hereof, each Owner may obtain insurance at his or her own expense providing coverage upon his or her Condominium, his or her personal property, for his or her personal liability, and covering such other risks as he may deem appropriate, but each such policy shall provide that it does not diminish the insurance carrier's coverage for liability arising under insurance policies which the Association obtains pursuant to this Article. All such insurance of the Owner's Condominium shall waive the insurance company's right of subrogation against the Association, and other Owners, and the servants, agents and guests of any of them, if such insurance can be obtained of subrogation.

ARTICLE XII  
CASUALTY DAMAGE OR DESTRUCTION

Section 12.1 Affects Title. Title to each Condominium is hereby made subject to the terms and conditions hereof, which bind the Declarant and all subsequent Owners, whether or not it be so expressed in the deed by which any Owner acquires his Condominium.

Section 12.2 Association as Agent. All of the Owners irrevocably constitute and appoint the Association their true and lawful attorney-in-fact in their name, place and stead for the purpose of dealing with the Project upon its damage or destruction as hereinafter provided. Acceptance by any grantee of a deed from the Declarant or from any Owner shall constitute such appointment.

Section 12.3 General Authority of Association. As attorney-in-fact, the Association shall have full and complete authorization, right and power to make, execute and deliver any contract, deed, or other instrument with respect to the interest of a Condominium Owner which may be necessary or appropriate to exercise the powers herein granted. Repair and reconstruction of the improvements as used in the succeeding subparagraphs mean restoring the Project to substantially the same condition in which it existed prior to damage, with each Unit and the Common Area having substantially the same vertical and horizontal boundaries as before. The proceeds of any insurance collected shall be available to the Association for the purpose of repair or reconstruction unless the Owners and the first Mortgagees unanimously agree not to rebuild in accordance with the provisions set forth hereinafter.

In the event any Mortgagee should not agree not to rebuild, the Association shall have the option to purchase such Mortgage by payment in full of the amount secured thereby if the Owners are in unanimous agreement not to rebuild. The Association shall obtain the funds for such purpose by special assessments under Article IX of this Declaration.

Section 12.4 Estimate of Costs. As soon as practicable after an event causing damage to, or destruction of, any part of the Project, the Association shall obtain estimates that it deems reliable and complete of the costs of repair or reconstruction of that part of the Project damaged or destroyed.

Section 12.5 Repair and Reconstruction. As soon as practicable after receiving these estimates the Association shall diligently pursue to completion the repair or reconstruction of that part of the Project damaged or destroyed. The Association may take all necessary or appropriate action to effect repair or reconstruction, as attorney-in-fact for the Owners, and no consent or other action by any Owner shall be necessary in connection therewith. Such repair or reconstruction shall be in accordance with the original plans and specifications of the Project or may be in accordance with any other plans and specifications the Association may approve, provided that in such latter event the number of cubic feet and the number of square feet of any Unit may not vary by more than five percent (5%) from the number of cubic feet and the number of square feet for such Unit as originally constructed pursuant to such original plans and specifications, and the location of the Buildings shall be substantially the same as prior to damage or destruction.

Section 12.6 Funds for Reconstruction. The proceeds of any insurance collection shall be available to the Association for the purpose of repair or reconstruction. If the proceeds of the insurance are insufficient to pay the estimated or actual cost of such repair or reconstruction, the Association, pursuant to Article IX hereof, may levy in advance a special assessment sufficient to provide funds to pay such estimated or actual costs of repair or reconstruction. Such assessment shall be allocated and collected as provided in that Article. Further levies may be made in like manner if the amounts collected prove insufficient to complete the repair or reconstruction.

Section 12.7 Disbursement of Funds for Repair or Reconstruction. The insurance proceeds held by the Association and the amounts received from the assessments provided for in Section 12.6 constitute a fund for the payment of cost of repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for cost of repair or reconstruction shall be made from insurance proceeds; if there is a balance after payment of all costs of such repair or reconstruction, such balance shall be distributed to the Owners in proportion to the contributions by each Owner pursuant to the assessments by the Association under Section 12.6 of this Declaration.

Section 12.8 Decision Not to Rebuild. If all Owners and all holders of first Mortgages on Condominiums agree not to rebuild, as provided herein, the Project shall be sold and the proceeds distributed in the same manner herein provided in the event of sale of obsolete Units, as set forth in Section 13.4.

### ARTICLE XIII OBSOLESCENCE

Section 13.1 Adoption of a Plan. The record Owners of all the Units may agree that the Project is obsolete and adopt a written plan for the renewal and reconstruction which plan has the unanimous approval of all first Mortgagees of record at the time of the adoption of such plan. Written notice of adoption of such plan shall be given to all Owners. Such plan shall be recorded in Blaine County, Idaho, real estate records.

Section 13.2 Payment for Renewal and Reconstruction. The expense of renewal or reconstruction shall be payable by all of the Owners as assessments against their respective Condominiums. These assessments shall be levied in advance pursuant to Article IX hereof and shall be allocated and collected as provided in that Article. Further levies may be made in like manner if the amounts collected prove insufficient to complete the renewal and reconstruction.

Section 13.3 Sale of Obsolete Units. The Owners of all the Units may agree that the condominiums are obsolete and that the project should be sold. Such an agreement must have the unanimous approval of every first Mortgagee of records at the time such agreement is made. In such instance the Association shall forthwith record a notice setting forth such fact or facts, and upon the recording of such notice by the Association the Project shall be sold by the Association as attorney-in-fact for all of the Owners free and clear of the provisions contained in this Declaration, the Condominium Map, and the By-Laws. The sale proceeds shall be

apportioned among the Owners in proportion to the respective amounts originally paid to Declarant for the purchase of the Condominium exclusive of the amounts paid for personal property, and such apportioned proceeds shall be paid into separate accounts, each account representing one Condominium. Each such account shall remain in the name of the Association and shall be further identified by the Condominium designation and the name of the Owner. From each separate account the Association, as attorney-in-fact, shall use and disburse the total amount of such accounts without contribution from one account to the other, first to Mortgagees and other liens and the balance remaining to each respective Owner.

Section 13.4 Distribution of Excess. In the event amounts collected pursuant to Section 13.2 are in excess of the amounts required for renewal and reconstruction, the excess shall be returned to the Owners by the Association by a distribution to each Owner in an amount proportionate to the respective amount collected from each such Owner.

#### ARTICLE XIV CONDEMNATION

Section 14.1 Consequences of Condemnation. If at any time or times during the continuance of the Condominium ownership pursuant to this Declaration, all or any part of the Project shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in avoidance thereof, the following provisions shall apply.

Section 14.2 Proceeds. Compensation, damages, or other proceeds therefrom, the sum of which is hereinafter called the "Condemnation Award", shall be payable to the Association.

Section 14.3 Complete Taking. In the event that the entire Project is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the Condominium ownership pursuant hereto shall terminate. The Condemnation Award shall be apportioned among the Owners in proportion to the respective amounts paid to Declarant for the purchase of the Condominium exclusive of the amounts paid for personal property, provided that if a standard different from the value of the Project as a whole is employed to measure the Condemnation Award in the negotiation, judicial decree or otherwise, then in determining such shares the same standard shall be employed to the extent it is relevant and applicable.

On the basis of the principal set forth in the last preceding paragraph, the Association shall as soon as practicable determine the share of the Condemnation Award to which each Owner is entitled. Such shares shall be paid into separate accounts and disbursed as soon as practicable in the same manner provided in Section 13.3 of this Declaration.

Section 14.4 Partial Taking. In the event that less than the entire Project is taken or condemned, or sold, or otherwise disposed of in lieu of or in avoidance thereof, the Condominium Ownership hereunder shall not terminate. Each Owner shall be entitled to a share of the Condemnation Award to be determined in the following manner: As soon as practicable, the Association shall, reasonably and in good faith, allocate the Condemnation Award between compensation, damages, or other proceeds, and shall apportion the amounts so allocated among the Owners as follows:

(a) the total amount allocated to taking of or injury to the Common Area shall be apportioned equally among the Owners;

(b) the total amount allocated to severance damages shall be apportioned to those Condominiums which were not taken or condemned;

(c) the respective amounts allocated to the taking of or injury to a particular Unit and/or improvements an Owner has made within his own Unit shall be apportioned to the particular Unit involved; and

(d) the total amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Association determines to be equitable in the circumstances.

If an allocation of the Condemnation Award is already established in negotiation, judicial decree, or otherwise, then in allocating the Condemnation Award the Association shall employ such allocation to the extent it is relevant and applicable. Distribution of apportioned proceeds shall be made in the same manner provided in Section 13.4 of this Declaration.

Section 14.5 Reorganization. In the event a partial taking results in the taking of a complete Unit, the Owner thereof automatically shall cease to be a member of the Association. Thereafter the Association shall reallocate the Ownership, voting rights, and assessment ratio determined in accordance with this Declaration according to the same principles employed in this Declaration at its inception and shall submit such reallocation to the Owners of remaining Units for amendment of this Declaration as provided in Article XV thereof.

Section 14.6 Reconstruction and Repair. Any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified in Article XII above.

#### ARTICLE XV REVOCATION OR AMENDMENT TO DECLARATION

This Declaration shall not be revoked nor shall any of the provisions herein be amended unless the Owners of all the Units and all holders of any recorded Mortgage covering or affecting any or all of the Condominiums, whose interests as Mortgagees appear in such records, consent and agree to such revocation or amendment by instruments duly recorded. Any such revocation or amendment shall be binding upon every Owner and every Condominium whether the burdens thereon are increased or decreased by any such amendment and whether or not the Owner of each and every Condominium consents thereto. No provisions of this Declaration affecting the use of the Commercial Unit shall be changed or amended without the express unanimous written consent of the penthouse unit owner.

#### ARTICLE XVI PERIOD OF CONDOMINIUM OWNERSHIP

The Condominium ownership created by this Declaration and the Condominium Map

shall continue until this Declaration is revoked in the manner provided in Article XV of this Declaration or until terminated in the manner provided in Articles XIII (Obsolescence) or XIV (Condemnation) of this Declaration.

ARTICLE XVII  
MISCELLANEOUS

Section 17.1 Compliance with Provisions of Declaration and By-Laws of the Association. Each Owner shall comply with the provisions of this Declaration, the Articles of Incorporation and the By-Laws of the Association, and the decisions and resolutions of the Association adopted pursuant thereto as the same may be lawfully amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due and for damages or injunctive relief or both, maintainable by the Association on behalf of the Owners, or, in a proper case, by an aggrieved Owner.

Section 17.2 Registration of Mailing Address Each owner shall register his or her mailing address with the Association and all notices or demands intended to be served upon any Owner shall be sent by either registered or certified mail, postage prepaid, addressed in the name of the Owner at such registered mailing address. All notices or demands intended to be served upon the Association shall be given by registered or certified mail, postage prepaid, to the address of the Association as designated in the By-Laws of the Association. All notices or demands to be served on Mortgagees pursuant hereto shall be sent by either registered or certified mail, postage prepaid, addressed in the name of the Mortgagee at such address as the Mortgagee may have furnished to the Association in writing. Unless the Mortgagee furnishes the Association such address, the Mortgagee shall be entitled to receive none of the notices provided for in this Declaration. Any notice referred to in this Section shall be deemed given when deposited in the United States mail in the form provided for in this Section.

Section 17.3 Transfer of Declarant's Rights. Any rights or any interest reserved hereby to the Declarant may be transferred or assigned by the Declarant either separately or with one or more of such rights or interests, to any person or entity.

Section 17.4 Owner's Obligations Continue. All obligations of the Owner under and by virtue of the provisions contained in this Declaration shall continue, notwithstanding that he or she may have leased or rented said interest as provided herein, but the Owner of a Condominium shall have no obligation for expenses or other obligations accruing after he or she conveys such Condominium.

Section 17.5 Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

Section 17.6 Severability. If any of the provisions of this Declaration or any clause, paragraph, sentence, phrase or word or the application thereof in any circumstances be invalidated, such invalidity shall not affect the validity of the remainder of the Declaration, and




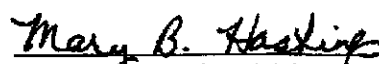
the application of any such provision, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

Section 17.7 Statute. The provisions of this Declaration shall be in addition and supplemental to the Condominium Property Act of the State of Idaho and to all other provisions of law.

This Declaration is executed this 20<sup>th</sup> day of November, 2003.

DECLARANT:

  
ROBERT C. HASTINGS

  
MARY B. HASTINGS

STATE OF HAWAII )  
 )ss.  
County of HONOLULU )

On this 20<sup>th</sup> day of NOVEMBER, 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert C. Hastings, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same on behalf of said Declarant.

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

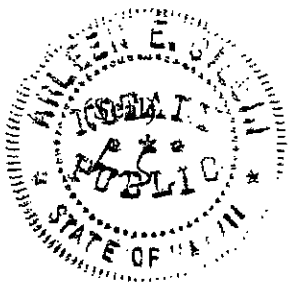


Arleen E. Gillin  
NOTARY PUBLIC for ARLEEN E. GILLIN  
Residing at 1067 ALAKEA ST, HONOLULU, HI  
Commission Expires OCT 24, 2004

STATE OF HAWAII )  
 )ss.  
County of HONOLULU )

On this 20<sup>th</sup> day of NOVEMBER, 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared Mary B. Hastings, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same on behalf of said Declarant.

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



Arleen E. Gillin  
NOTARY PUBLIC for ARLEEN E. GILLIN  
Residing at 1067 ALAKEA ST, HONOLULU, HI  
Commission Expires OCT 24, 2004

EXHIBIT A

<u>Unit Designation</u>	<u>Percentage of Owners' Undivided Interest in Common Area</u>
A. (Penthouse)	34.37%
B. (Commercial)	41.45%
C. (Commercial)	24.18%
	<hr/>
	100%

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ORIGINAL

ARTICLES OF INCORPORATION  
OF  
LEWIS BANK CONDOMINIUMS, INC.

The undersigned, acting as incorporator of a corporation under the Idaho Nonprofit Corporation Act, adopts the following Articles of Incorporation.

ARTICLE I  
Corporation Name

The name of the corporation is Lewis Bank Condominiums, Inc., hereinafter called "Association".

ARTICLE II  
Location of Principal Office

The location and principal office of the Association is 340 2<sup>nd</sup> Street, Ketchum, Idaho 83340, and the initial post office address is Post Office Box 732, Sun Valley, Idaho, 83353. The initial registered agent of the Association is Nan Emerick.

ARTICLE III  
Incorporator

The incorporator and her address is as follows: Nan Emerick, Post Office Box 732, Sun Valley, Idaho, 83353.

ARTICLE IV  
Purpose And Powers of the Association

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for the maintenance, preservation and architectural control of the condominium units and common area within that certain tract of property described as a portion of Lot 4, Block 2, Village of Ketchum, Blaine County, Idaho, and to promote the health, safety and welfare of the occupants within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Condominium Declaration for Lewis Bank Condominiums, and any supplemental declaration, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of the Blaine County Recorder and as the

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SECRETARY OF STATE  
STATE OF IDAHO

ARTICLES OF INCORPORATION OF LEWIS BANK CONDOMINIUMS, INC.

IDAHO SECRETARY OF STATE  
09/23/2004 05:00  
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EXHIBIT B

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same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) Acquire (by gift, purchase or otherwise), own, held, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) Borrow money and with the assent of all of the members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) Dedicate, sell or transfer all or any part of the common area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of the members agreeing to such dedication, sale or transfer;

(f) Participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional property and common area, provided that any such merger, consolidation or annexation shall have the assent of all of the Association's members;

(g) Have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-profit Corporation Law of the State of Idaho by law may now or hereafter have or exercise.

Under no circumstances shall the income of the Association be distributed to the members, directors and officers. The assets of the Association after all creditors have been paid shall be distributed prorata to its members on dissolution.

#### ARTICLE V Membership

Every person or entity who is a record owner of a fee interest in any unit which is subject by the Declaration to assessment by the Association, including contract sellers who retain fee title, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any condominium unit which is subject to assessment by the Association.

ARTICLE VI  
Voting Rights

The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all owners, with the exception of Declarant, and shall be entitled to one (1) vote for each percentage point or part thereof of common area owned as set forth on Exhibit A to the Condominium Declaration for Lewis Bank Condominiums. When more than one (1) person holds an interest in any Condominium, all such persons shall be members. The vote for such Condominium shall be exercised as they among themselves determine, but shall be cast in the aggregate common area percentage for the unit as set forth on Exhibit A to the Condominium Declaration for Lewis Bank Condominiums.

Class B. Class B member(s) shall be Declarant and shall be entitled to three (3) votes for each percentage point or part thereof of common area owned as set forth on Exhibit A to the Condominium Declaration for Lewis Bank Condominiums. The Class B membership shall cease and be converted to Class A membership on the happening of the earliest of the following to occur:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on January 1, 2010.

ARTICLE VII  
Board of Directors

The affairs of the Association shall be managed by an initial Board of three (3) Directors. The number of Directors may be changed by Director Resolution at any time, provided, however, the Board shall not have more than three directors. Directors must be members of the Association.

The initial Directors of the Association and their addresses are as follows:

Robert C. Hastings:	P.O. Box 732, Sun Valley, Idaho, 83353
Mary B. Hastings:	P.O. Box 732, Sun Valley, Idaho, 83353
Nan Emerick	P.O. Box 732, Sun Valley, Idaho, 83353

ARTICLE VIII  
Dissolution

The Association may be dissolved as provided by law.

ARTICLE IX  
Duration

The Association shall exist perpetually.

ARTICLE X  
Amendments


Amendments of these Articles shall require the assent of all of the Association members.

ARTICLE XI  
Liability

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

1. For any breach of the director's duty of loyalty to the Association or its members.
2. From acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law.
3. Provided for under Section 30-1-48, Idaho Code, as may be amended or renumbered from time to time.
4. For any transaction from which the director derived an improper personal benefit.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Idaho, the undersigned, constituting the incorporator of this Association, has executed these Articles of Incorporation this 20 day of September, 2004.

  
\_\_\_\_\_  
NAN EMERICK, Incorporator

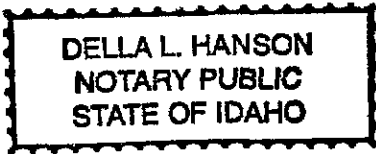
ACKNOWLEDGMENT

STATE OF Idaho )  
 ) ss.  
County of Blaine )

On this 20 day of September, 2004, before me, a Notary Public, personally appeared NAN EMERICK known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that s/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 above written.

(Seal)



Della L. Hanson  
Notary Public for Idaho  
Residence: Nailly  
Commission expires: 8/26/2004



## EXHIBIT C

### BYLAWS

#### OF

### LEWIS BANK CONDOMINIUMS, INC.

#### Idaho Nonprofit Corporation Act

#### ARTICLE I - OFFICES

The initial principal office of the Lewis Condominiums, Inc. (the "Association") in the State of Idaho shall initially be located at 340 2<sup>nd</sup> Street, Ketchum, Idaho, 83340. The Association may have such other offices, either within or without the state of incorporation as the board of directors may designate or as the business of the Association may from time to time require.

The registered office of the Association required by the Idaho Nonprofit Corporation Act to be maintained in the State of Idaho may be, but need not be, identical with the principal office in the State of Idaho, and the address of the registered office may be changed from time to time by the board of directors.

#### ARTICLE II - MEMBERS

##### 1. ANNUAL MEETING.

The annual meeting of the members shall be held on the 1<sup>st</sup> day of November in each year, beginning with the year 2004 at the hour of 4:00 p.m., for the purpose of electing directors and for the transaction of such other business as may come before the meeting. If the date fixed for the annual meeting shall be a legal holiday such meeting shall be held on the next succeeding business day.

##### 2. SPECIAL MEETINGS.

Special meetings of the members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the president or by the directors, and shall be called by the president at the request of the members of not less than twenty five percent (25%) of the ownership interest in the Common Area entitled to vote at the meeting.

##### 3. PLACE OF MEETING.

The directors may designate any place, either within or without the state unless otherwise prescribed by statute, as the place of meeting for any annual meeting or for any special meeting called by the directors. A waiver of notice signed by all members entitled to vote at a meeting may designate any place either within or without the state unless otherwise prescribed by statute, as the

place for holding such meeting. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the principal office of the Association.

4. NOTICE OF MEETING.

Written or printed notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than fourteen (14) nor more than twenty-eight (28) days before the date of the meeting, either personally or by mail, by or at the direction of the president, or the secretary, or the officer or persons calling the meeting, to each member stockholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the stockholder at his or her address as it appears on the membership books of the Association, with postage thereon prepaid.

5. QUORUM.

At any meeting of members, members holding one-half (1/2) or more of the ownership interest in the Common Area entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of members. If less than said ownership interest are represented at a meeting, a majority of the ownership interest so represented may adjourn the meeting from time to time without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. The members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum.

6. PROXIES.

At all meetings of members, a member may vote by proxy executed in writing by the member or by his duly authorized attorney in fact. Such proxy shall be filed with the secretary of the Association before or at the time of the meeting. No proxy shall be valid after eleven (11) months from the date of its execution. Each proxy shall be revocable at the pleasure of the member who executed it.

7. VOTING.

Class A. Class A members shall be all owners, with the exception of Declarant, and shall be entitled to one (1) vote for each percentage point or part thereof of common area owned as set forth on Exhibit A to the Condominium Declaration for Lewis Bank Condominiums. When more than one (1) person holds an interest in any Condominium, all such persons shall be members. The vote for such Condominium shall be exercised as they among themselves determine, but shall be cast in the aggregate common area percentage for the unit as set forth on Exhibit A to the Condominium Declaration for Lewis Bank Condominiums.

Class B. Class B member(s) shall be Declarant and shall be entitled to three (3) votes for each percentage point or part thereof of common area owned as set forth on Exhibit A to the Condominium Declaration for Lewis Bank Condominiums. The Class B membership shall cease and be converted to Class A membership on the happening of the earliest of the following to occur:

(a) when the total votes outstanding in the class A membership equal the total votes outstanding in the Class B membership, or

(b) on January 1, 2010.

#### 8. ORDER OF BUSINESS.

The order of business at all meetings of the members shall be as follows:

1. Roll call.
2. Proof of notice of meeting or waiver of notice.
3. Reading of minutes of preceding meeting.
4. Reports of officers.
5. Reports of committees.
6. Election of directors.
7. Unfinished business.
8. New business.

#### 9. VOTING OF SHARES BY CERTAIN HOLDERS.

Shares standing in the name of another association may be voted by such officer, agent or proxy as the bylaws of such association may prescribe, or, in the absence of such provision, as the board of directors of such association may determine.

Shares held by an administrator, executor, guardian or conservator may be voted by him or her, either in person or by proxy, without a transfer of such shares into his or her name. Shares standing in the name of a trustee may be voted by him or her, either in person or by proxy, but no trustee shall be entitled to vote shares held by him or her without a transfer of such shares into his or her name.

Shares standing in the name of a receiver may be voted by such receiver, and shares held by or under the control of a receiver may be voted by such receiver without the transfer thereof into his or her name if authority to do so be contained in an appropriate order of the court by which such receiver was appointed.

A member whose shares are pledged shall be entitled to vote such shares until the shares have been transferred into the name of the pledgee, and thereafter the pledgee shall be entitled to vote the shares so transferred.

10. INFORMAL ACTION BY MEMBERS.

Unless otherwise provided by law, any action required to be taken at a meeting of the members, or any other action which may be taken at a meeting of the members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the members entitled to vote with respect to the subject matter thereof.

11. CUMULATIVE VOTING.

At each election for directors every member entitled to vote at such election shall have the right to vote, in person or by proxy, the number of shares owned by him for as many persons as there are directors to be elected, and for whose election he has a right to vote, or to cumulate his or her votes by giving one candidate as many votes as the number of such directors multiplied by the number of his or her shares shall equal, or by distributing such votes on the same principal among any number of such candidates.

ARTICLE III - BOARD OF DIRECTORS

1. GENERAL POWERS.

The business and affairs of the Association shall be managed by its board of directors. The directors shall in all cases act as a board, and they may adopt such rules and regulations for the conduct of their meetings and the management of the Association, as they may deem proper, not inconsistent with these bylaws and the laws of this state.

2. NUMBER, TENURE AND QUALIFICATIONS.

The number of directors of the Association shall be three (3). Each director shall hold office until the next annual meeting of members and until his or her successor shall have been elected and qualified.

3. REGULAR MEETINGS.

A regular meeting of the directors shall be held without other notice than this bylaw immediately after and at the same place as the annual meeting of members. The directors may provide, by resolution, the time and place for the holding of additional regular meetings without other notice than such resolution.

4. SPECIAL MEETINGS.

Special meetings of the directors may be called by or at the request of the president or any two directors. The person or persons authorized to call special meetings of the directors may fix the place for holding any special meeting of the directors called by them.

5. NOTICE.

Notice of any special meeting shall be given at least seven (7) days previously thereto by written notice delivered personally or by telegram or mailed to each director at his or her business address. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

6. QUORUM.

At any meeting of the directors a majority shall constitute a quorum for the transaction of business, but if less than said number is present at a meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

7. MANNER OF ACTING.

The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the directors.

8. NEWLY CREATED DIRECTORSHIPS AND VACANCIES.

Newly created directorships resulting from an increase in the number of directors and vacancies occurring in the board for any reason except the removal of directors without cause may be filled by a vote of a majority of the directors then in office, although less than a quorum exists. Vacancies occurring by reason of the removal of directors without cause shall be filled by vote of the members. A director elected to fill a vacancy caused by resignation, death or removal shall be elected to hold office for the unexpired term of his predecessor.

9. REMOVAL OF DIRECTORS.

Any or all of the directors may be removed for cause by vote of the members or by action of the board. Directors may be removed without cause only by vote of the members.

10. RESIGNATION.

A director may resign at any time by giving written notice to the board, the president or the secretary of the Association. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof by the board or such officer, and the acceptance of the resignation shall not be necessary to make it effective.

11. COMPENSATION.

By resolution of the board of directors, each director may be paid his expenses, if any, of attendance at each meeting of the board of directors, and may be paid a stated salary as director of a fixed sum for attendance at each meeting of the board of directors, or both. No such payment shall preclude any director from serving the Association in any other capacity and receiving compensation therefor.

12. PRESUMPTION OF ASSENT.

A director of the Association who is present at a meeting of the directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the secretary of the association immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

13. EXECUTIVE AND OTHER COMMITTEES.

The board, by resolution, may designate from among its members an executive committee and other committees, each consisting of one (1) or more directors. Each such committee shall serve at the pleasure of the board.

ARTICLE IV - OFFICERS

1. NUMBER.

The officers of the Association shall be a president, a vice-president, a secretary/treasurer, each of whom shall be elected by the directors. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the directors.

2. ELECTION AND TERM OF OFFICE.

The officers of the Association to be elected by the directors shall be elected annually at the first meeting of the directors held after each annual meeting of the members. Each officer shall hold office until his or her successor shall have been duly elected and shall have qualified or until his death or until he or she shall resign or shall have been removed in the manner hereinafter provided.

3. REMOVAL.

Any officer or agent elected or appointed by the directors may be removed by the directors whenever in their judgment the best interests of the Association would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

4. VACANCIES.

A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the directors for the unexpired portion of the term.

5. PRESIDENT.

The president shall be the principal executive officer of the Association and, subject to the control of the directors, shall in general supervise and control all of the business and affairs of the Association. He or she shall, when present, preside at all meetings of the stockholders and of the directors. He or she may sign, with the secretary or any other proper officer of the Association thereunto authorized by the directors, certificates for shares of the Association, any deeds, mortgages, bonds, contracts, or other instruments which the directors have authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the directors or by these bylaws to some other officer or agent of the Association, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of president and such other duties as may be prescribed by the directors from time to time.

6. VICE-PRESIDENT.

In the absence of the president or in the event of his or her death, inability or refusal to act, the vice-president shall perform the duties of the president, and when so acting shall have all the powers of and be subject to all the restrictions upon the president. The vice-president shall perform such other duties as from time to time may be assigned to him or her by the president or by the directors.

7. SECRETARY.

The secretary shall keep the minutes of the members, and of the directors' meetings in one or more books provided for that purpose, see all notices are duly given in accordance with the provisions of these bylaws or as required, be custodian of the corporate records and of the seal of the Association and keep a register of the post office address of each member which shall be furnished to the secretary by such member, have general charge of the stock transfer books of the Association and in general perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him or her by the president or by the directors.

8. TREASURER.

If required by the directors, the treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the directors shall determine. He or she shall have charge and custody of and be responsible for all funds and securities of the association, receive and give receipts for moneys due and payable to the Association from any source whatsoever, and deposit all such moneys in the name of the Association in such banks, trust companies or other

depositories as shall be selected in accordance with these bylaws and in general perform all of the duties as from time to time may be assigned to him by the president or by the directors.

#### ARTICLE V - CONTRACTS, LOANS, CHECKS AND DEPOSITS

##### 1. CONTRACTS.

The directors may authorize any officer or officers, agent or agents to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

##### 2. LOANS.

No loans shall be contracted on behalf of the Association and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the directors. Such authority may be general or confined to specific instances.

##### 3. CHECKS, DRAFTS, ETC.

All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the directors.

##### 4. DEPOSITS.

All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the directors may select.

#### ARTICLE VI - MEMBERSHIP CERTIFICATES AND THEIR TRANSFER

Membership certificates representing shares of the Association shall be in such form as shall be determined by the directors. Such certificates shall be signed by the president and by the secretary or by such other officers authorized by law and by the directors. All certificates for shares shall be consecutively numbered or otherwise identified. The name and address of the member, the number of shares and the date of issue shall be entered on membership transfer books of the Association. All certificates surrendered to the Association for transfer shall be canceled and no new certificate shall be issued until the former certificate for a like number of shares shall have been surrendered and canceled, except that in case of a lost, destroyed or mutilated certificate a new one may be issued therefor upon such terms and indemnity to the Association as the directors may prescribe.



ARTICLE VII - ACCOUNTING YEAR

The accounting year of the Association shall begin on the first day of January of each year.

ARTICLE VIII - WAIVER OF NOTICE

Unless otherwise provided by law, whenever any notice is required to be given to any member or director of the Association under the provisions of these bylaws or under the provisions of the articles of incorporation, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.


ARTICLE IX - AMENDMENTS

These bylaws may be altered, amended or repealed and new bylaws may be adopted by a vote of the members representing a majority of all the shares issued and outstanding, at any annual members' meeting or at any special members' meeting when the proposed amendment has been set out in the notice of such meeting.

ARTICLE X - INDEMNIFICATION OF  
DIRECTORS, OFFICERS AND OTHER PERSONS

The Association shall indemnify, to the fullest extent permitted by law, any person who is made, or threatened to be made, a party to an action, suit or proceeding (whether civil, criminal, administrative or investigative), by reason of the fact that he is or was a director, officer or employee of the Association or serves any other enterprise at the request of the Association.

DATED this 10 day of September, 2004.

  
Secretary



City of Ketchum

# Attachment 2: Final Plat

A PLAT SHOWING  
**LEWIS BANK CONDOMINIUMS, UNIT A AMENDED**  
 WHEREIN UNIT A IS AMENDED TO SHOW BUILDING ADDITIONS & A ROOFTOP LIMITED COMMON EXPANSION  
 LOCATED WITHIN  
 SECTION 18, T.4 N., R.18 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO

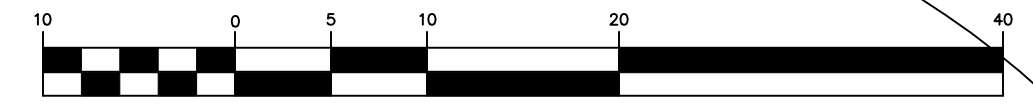
APRIL 2024

GRAPHIC SCALE



( IN FEET )  
 1 inch = 40 ft.

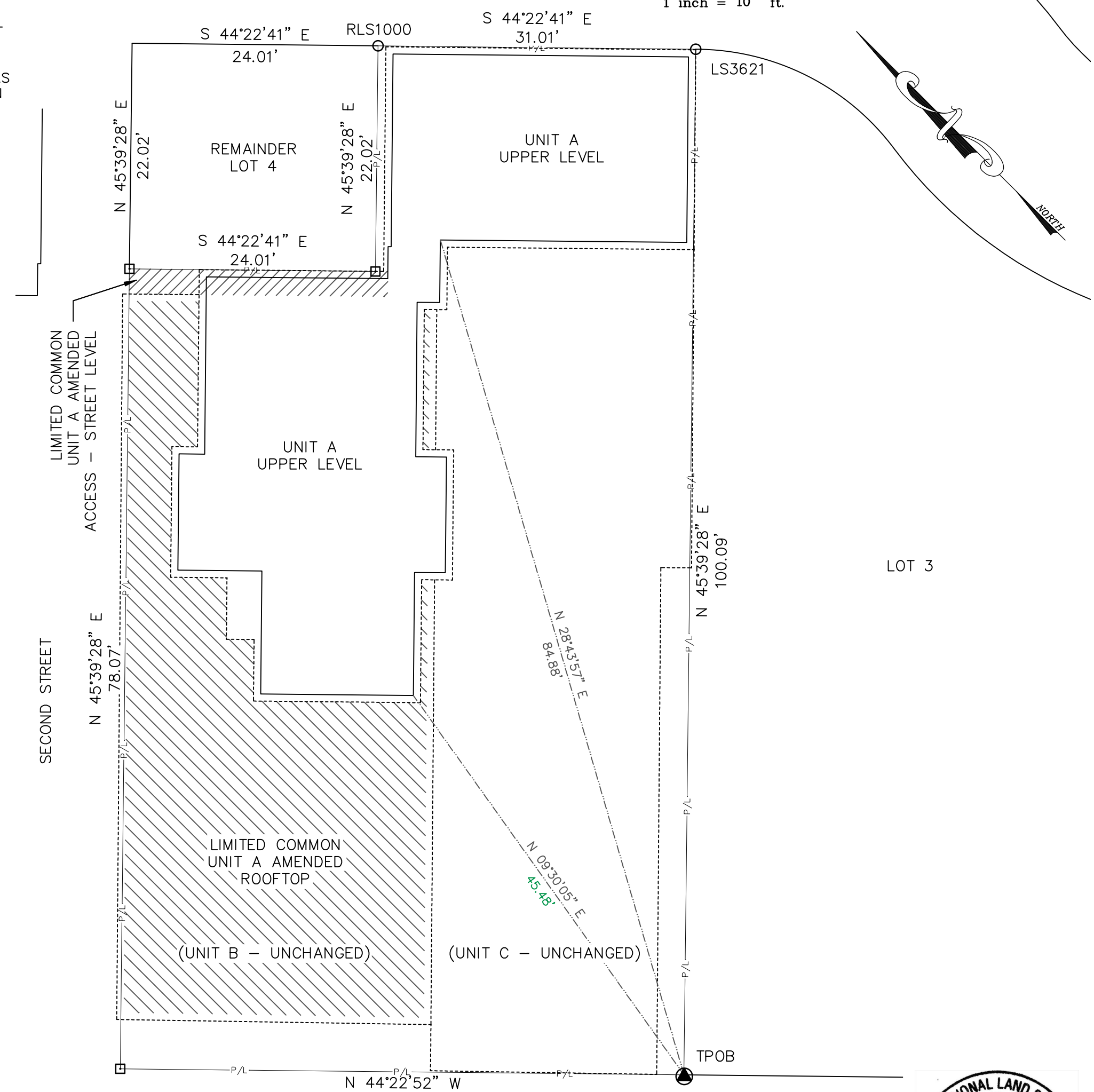
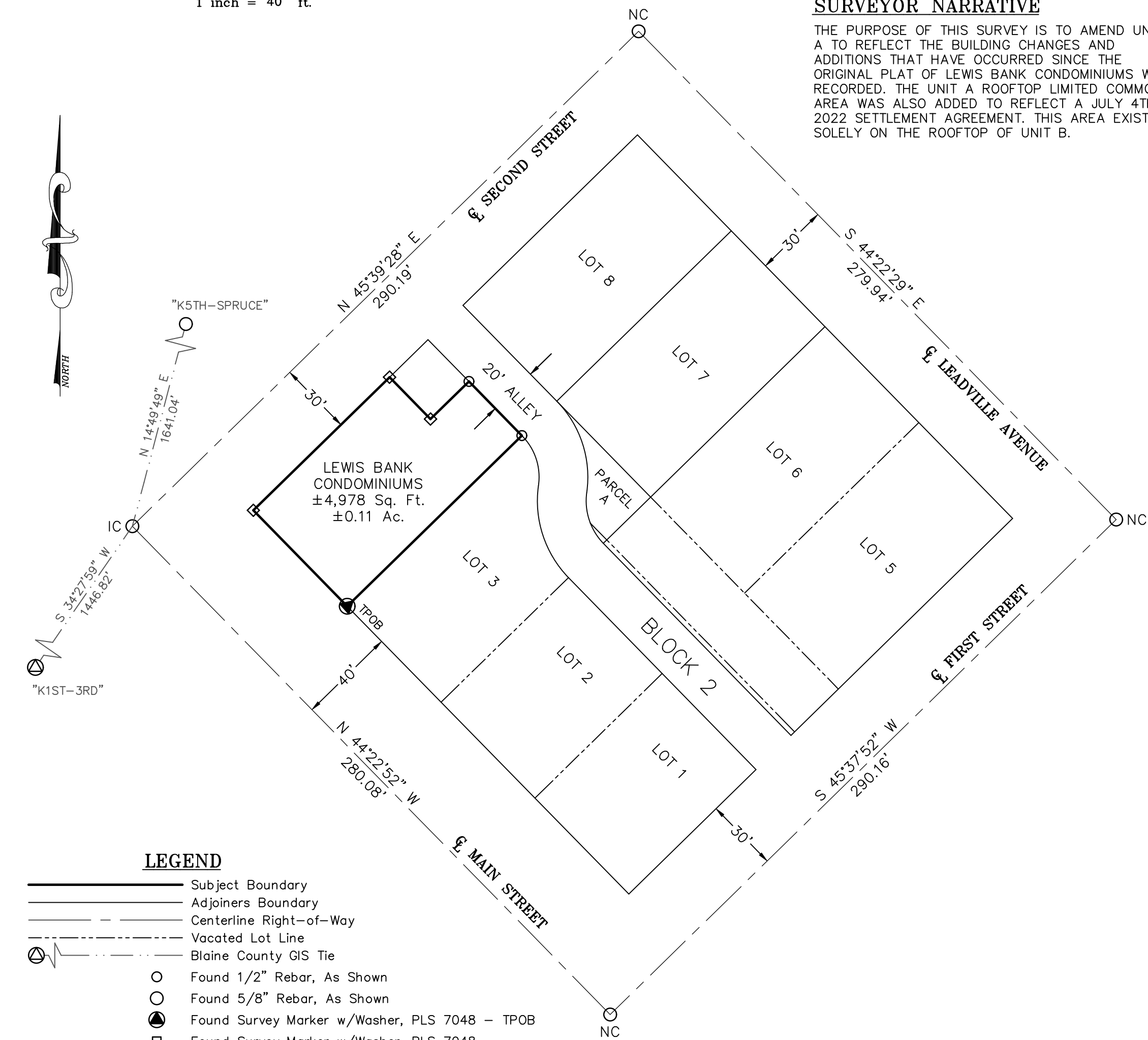
GRAPHIC SCALE



( IN FEET )  
 1 inch = 10 ft.

**SURVEYOR NARRATIVE**

THE PURPOSE OF THIS SURVEY IS TO AMEND UNIT A TO REFLECT THE BUILDING CHANGES AND ADDITIONS THAT HAVE OCCURRED SINCE THE ORIGINAL PLAT OF LEWIS BANK CONDOMINIUMS WAS RECORDED. THE UNIT A ROOFTOP LIMITED COMMON AREA WAS ALSO ADDED TO REFLECT A JULY 4TH, 2022 SETTLEMENT AGREEMENT. THIS AREA EXISTS SOLELY ON THE ROOFTOP OF UNIT B.



**LEGEND**

- Subject Boundary
- Adjoiners Boundary
- Centerline Right-of-Way
- - - Vacated Lot Line
- ⊙ Blaine County GIS Tie
- Found 1/2" Rebar, As Shown
- Found 5/8" Rebar, As Shown
- Found Survey Marker w/Washer, PLS 7048 - TPOB
- ⊠ Found Survey Marker w/Washer, PLS 7048
- NC No Cap
- IC Illegible Cap

**LEGEND**

- P/L — Property Boundary
- - - Building Outline/Exterior Wall
- Unit Outline/Interior Wall
- - - Unit Tie
- /// Limited Common/Rooftop Deck (Unit A)
- CA Common Area
- LC Limited Common
- TPOB True Point of Beginning
- FF Finished Floor Elevation

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

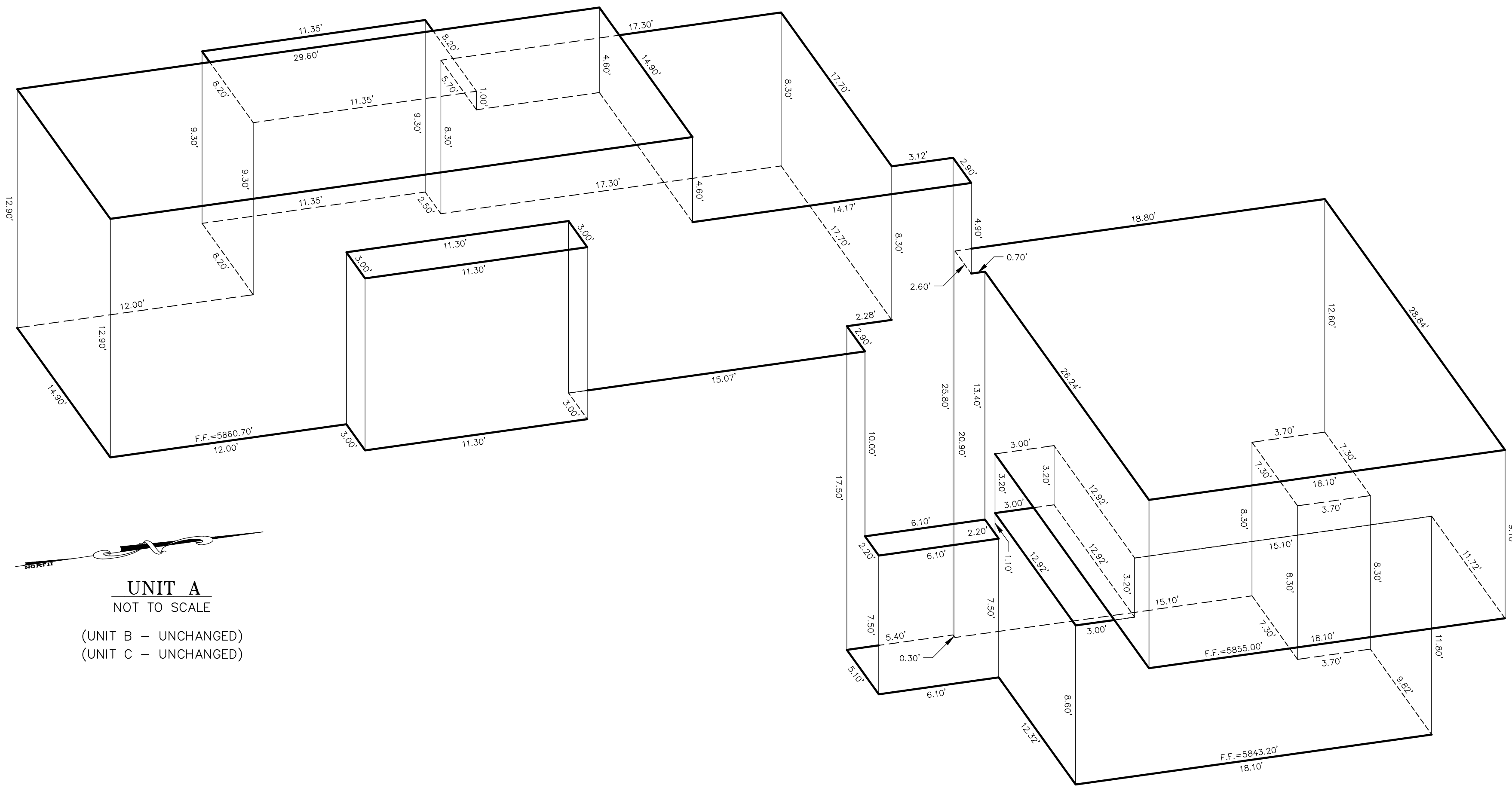
Date \_\_\_\_\_ South Central Public Health District, EHS



LEWIS BANK CONDOMINIUMS  
 UNIT A AMENDED  
 ALPINE ENTERPRISES INC.  
 KETCHUM, IDAHO  
 SHEET 1 OF 4

A PLAT SHOWING  
**LEWIS BANK CONDOMINIUMS, UNIT A AMENDED**  
 WHEREIN UNIT A IS AMENDED TO SHOW BUILDING ADDITIONS & A ROOFTOP LIMITED COMMON EXPANSION  
 LOCATED WITHIN  
 SECTION 18, T.4 N., R.18 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO

APRIL 2024



**NOTES**

1. BASIS OF BEARINGS IS GRID NORTH PER IDAHO STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83, (1992), AT GRID IN US SURVEY FEET WITH A PROJECT COMBINED SCALE FACTOR OF 0.9996785, SCALED FROM THE TRUE POINT OF BEGINNING (TPOB), WITH A GRID NORTH TO GEODETIC NORTH CONVERGENCE ANGLE OF N 00°15'03" E. GROUND DISTANCES WILL BE SLIGHTLY LONGER.
2. THE CONDOMINIUM DECLARATION OF COVENANTS, CONDITIONS, & RESTRICTIONS FOR LEWIS BANK CONDOMINIUMS ARE RECORDED AS INSTRUMENT NUMBER 516414, RECORDS OF BLAINE COUNTY IDAHO.
3. DOCUMENTS THAT MAY AFFECT THESE PROPERTIES INCLUDE:
  - THE OFFICIAL MAP OF THE VILLAGE OF KETCHUM, INSTRUMENT NO. 302967;
  - EASEMENTS, RESERVATIONS, RESTRICTIONS, AND DEDICATIONS AS SHOWN ON THE OFFICIAL PLAT OF LEWIS BANK CONDOMINIUMS, INSTRUMENT NO. 497110;
  - TERMS AND CONDITIONS CONTAINED IN A/AN AGREEMENT BY AND BETWEEN ROBERT AND MARY HASTINGS, HUSBAND AND WIFE AND CITY OF KETCHUM, IDAHO, A MUNICIPAL CORPORATION. RECORDED: OCTOBER 31, 1990.
  - TERMS AND CONDITIONS CONTAINED IN A/AN RIGHT-OF-WAY AGREEMENT BY AND BETWEEN ROCKY MOUNTAIN HARDWARE AND THE CITY OF KETCHUM, IDAHO, A MUNICIPAL CORPORATION. RECORDED: MARCH 7, 2013, INSTRUMENT NO. 607121;
 RECORDS OF BLAINE COUNTY, IDAHO.
4. IN INTERPRETING THE DECLARATION, PLAT OR PLATS, AND DEEDS, THE EXISTING PHYSICAL BOUNDARIES OF THE UNIT AS ORIGINALLY CONSTRUCTED, OR RECONSTRUCTED IN LIEU THEREOF, SHALL BE CONCLUSIVELY PRESUMED TO BE ITS BOUNDARIES RATHER THAN THE METES AND BOUNDS EXPRESSED OR DEPICTED IN THE DECLARATION, PLAT OR PLATS, AND/OR DEEDS, REGARDLESS OF SETTLING OR LATERAL MOVEMENT OF THE BUILDING AND REGARDLESS OF MINOR VARIANCES BETWEEN BOUNDARIES SHOWN IN THE DECLARATION, PLAT OR PLATS, AND/OR DEEDS.
5. HORIZONTAL OR SLOPING PLANES SHOWN HEREON ARE TOP OF FINISHED SUB FLOOR AND BOTTOM OF FINISHED CEILING. VERTICAL PLANES ARE FINISHED SURFACES OF INTERIOR WALLS. SOME STRUCTURAL MEMBERS EXTEND INTO THE UNITS, LIMITED COMMON AREAS, AND PARKING SPACES.
6. DIMENSIONS SHOWN HEREON WILL BE SUBJECT TO SLIGHT VARIATIONS, OWING TO NORMAL CONSTRUCTION TOLERANCES.
7. CONSULT THE CONDOMINIUM DECLARATIONS FOR THE DEFINITIONS OF COMMON AREAS, LIMITED COMMON AREAS, AND FOR PARKING AND GARAGE ASSIGNMENTS.
8. ALL AREA OUTSIDE OF UNITS THAT IS NOT DESIGNATED AS LIMITED COMMON IS COMMON AREA.
9. BUILDING TIES ARE TO THE INTERIOR CORNERS OF UNIT WALLS.
10. UTILITY EASEMENTS NECESSARY TO ALLOW FOR ACCESS AND MAINTENANCE OF UTILITIES SERVING UNITS OTHER THAN THE UNIT THEY ARE LOCATED IN ARE HEREBY GRANTED BY THIS PLAT.
11. FOUNDATIONS, COLUMNS, GIRDERS, BEAMS, SUPPORTS, PERIMETER AND SUPPORTING WALLS, CHIMNEYS, CHIMNEY CHASES, ROOFS, BALCONIES, WINDOWS, ENTRANCES AND EXITS, AND THE MECHANICAL INSTALLATIONS CONSISTING OF THE EQUIPMENT AND MATERIALS MAKING UP ANY CENTRAL SERVICES SUCH AS POWER, LIGHT, GAS, HOT AND COLD WATER, SEWER, CABLE TELEVISION, HEATING, AND CENTRAL AIR CONDITIONING WHICH EXISTS FOR USE BY ONE OR MORE OF THE UNITS, INCLUDING PIPES, VENTS, DUCTS, FLUES, CABLE CONDUITS, WIRES, TELEPHONE WIRE, AND OTHER SIMILAR UTILITY INSTALLATIONS USED IN CONNECTION THEREWITH, WHETHER LOCATED EXCLUSIVELY WITHIN THE BOUNDARIES OF ANY UNIT OR UNITS OR NOT, ARE COMMON AREA.



**UNIT A**  
 NOT TO SCALE

(UNIT B - UNCHANGED)  
 (UNIT C - UNCHANGED)



**CERTIFICATE OF OWNERSHIP**

This is to certify that the MELINDA RENEE MURTAUGH 2014 TRUST, DATED APRIL 10, 2014, Melinda Renee Murtaugh as Trustee is the owner in Fee Simple of the Real Property described as follows:

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

Unit A, Lewis Bank Condominiums, Recorded as Instrument No. 497110 records of Blaine County, Idaho; to be Replatted as shown hereon.

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

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

Melinda Renee Murtaugh, Trustee of the MELINDA RENEE MURTAUGH 2014 TRUST, DATED APRIL 10, 2014

**CERTIFICATE OF OWNERSHIP**

This is to certify that SV 180 MAIN STREET, LLC., a Delaware Limited Liability Company Organized and Existing under the Laws of the State of Delaware and Duly Qualified to do Business in the State of Idaho, is the owner in Fee Simple of the Real Property described as follows:

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

Unit B, Lewis Bank Condominiums, Recorded as Instrument No. 497110, records of Blaine County, Idaho; to be Replatted as shown hereon.

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

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

Frank Dulcich, Its: Manager of Dulcich Realty, L.L.C., an Oregon Limited Liability Company, the sole owner of SV 180 MAIN STREET, LLC.

**CERTIFICATE OF OWNERSHIP**

This is to certify that 1030 AIRPORT WAY, LLC., an Idaho Limited Liability Company Organized and Existing under the Laws of the State of Idaho and Duly Qualified to do Business in the State of Idaho, is the owner in Fee Simple of the Real Property described as follows:

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

Unit C, Lewis Bank Condominiums, Recorded as Instrument No.497110, records of Blaine County, Idaho; to be Replatted as shown hereon.

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

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

Christian Nickum Its: Registered Agent 1030 AIRPORT WAY, LLC. An Idaho Limited Liability Company

**CERTIFICATE OF OWNERSHIP**

This is to certify that the LEWIS BANK CONDOMINIUMS, INC., an Idaho Corporation, has the exclusive management and control of the common area described as follows:

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

The Common Area according to the plat of Lewis Bank Condominiums, Recorded as Instrument No. 497110, records of Blaine County, Idaho; to be Replatted as shown hereon.

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

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

Christian Nickum, Its: Director LEWIS BANK CONDOMINIUMS, INC. An Idaho Corporation

**ACKNOWLEDGMENT**

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

On this \_\_\_\_ day of \_\_\_\_\_, 2024, before me, a Notary Public in and for said State, personally appeared Melinda Renee Murtaugh, Trustee under Trust dated April 10, 2014, known or identified to me, to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same on behalf of said trust.

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

\_\_\_\_\_  
Notary Public in and for said State

\_\_\_\_\_  
Residing At

\_\_\_\_\_  
My Commission Expires

**ACKNOWLEDGMENT**

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

On this \_\_\_\_ day of \_\_\_\_\_, 2024, before me, a Notary Public in and for said State, personally appeared Frank Dulcich, known or identified to me to be the Manager of the Limited Liability Company that executed the foregoing instrument, and acknowledged to me that such Limited Liability Company executed the same.

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

\_\_\_\_\_  
Notary Public in and for said State

\_\_\_\_\_  
Residing At

\_\_\_\_\_  
My Commission Expires

**ACKNOWLEDGMENT**

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

On this \_\_\_\_ day of \_\_\_\_\_, 2024, before me, a Notary Public in and for said State, personally appeared Christian Nickum, known or identified to me to be a Registered Agent of the Limited Liability Company that executed the foregoing instrument, and acknowledged to me that such Limited Liability Company executed the same.

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

\_\_\_\_\_  
Notary Public in and for said State

\_\_\_\_\_  
Residing At

\_\_\_\_\_  
My Commission Expires

**ACKNOWLEDGMENT**

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

On this \_\_\_\_ day of \_\_\_\_\_, 2024, before me, a Notary Public in and for said State, personally appeared Christian Nickum, known or identified to me, to be the Director of LEWIS BANK CONDOMINIUMS, INC. and the person who executed the instrument on behalf of said entity, and acknowledged to me that they and said entity executed the same.

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

\_\_\_\_\_  
Notary Public in and for said State

\_\_\_\_\_  
Residing At

\_\_\_\_\_  
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 Lewis Bank Condominiums, Unit A Amended 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, PLS 11577  
County Surveyor

**KETCHUM CITY COUNCIL CERTIFICATE**

I, the undersigned, City Clerk, in and for the City of Ketchum, Blaine County, Idaho, do hereby certify that at a regular meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_ 2024, this plat was duly accepted and approved.

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

**CITY ENGINEER'S CERTIFICATE**

I, the undersigned, City Engineer for the City of Ketchum, Blaine County, Idaho, do hereby approve this plat on this \_\_\_\_ day of \_\_\_\_\_, 2024, and certify that it is in accordance with the City of Ketchum Subdivision Ordinance.

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

**CITY PLANNER'S CERTIFICATE**

I, the undersigned, Planner in and for the City of Ketchum, Blaine County, Idaho, do hereby approved this plat on this \_\_\_\_ day of \_\_\_\_\_, 2024, and certify that it is in accordance with the City of Ketchum subdivision ordinance.

\_\_\_\_\_  
Paige Nied, City Planner,  
City of Ketchum

**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 Lewis Bank Condominiums, Unit A Amended have been paid in full on this \_\_\_\_ day of \_\_\_\_\_ 2024. This Certification is valid for the next thirty (30) days only.

\_\_\_\_\_  
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.

\_\_\_\_\_  
Ex-officio Recorder



City of Ketchum

# Attachment 3: Draft Findings of Fact, Conclusions of Law, and Decision



**CITY OF KETCHUM**

**Planning & Building**  
office: 208.726.7801  
planningandbuilding@ketchumidaho.org  
P.O. Box 2315, 191 5th Street West, Ketchum, ID 83340  
ketchumidaho.org

IN RE:	)	
	)	
Lewis Bank Condominiums Amended Unit A	)	KETCHUM CITY COUNCIL
Lot Line Shift (Readjustment of Lot Lines)	)	FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
Date: May 6, 2024	)	DECISION
	)	
File Number: P24-011	)	

**PROJECT:** Lewis Bank Condominiums Amended Unit A

**APPLICATION TYPE:** Lot Line Shift (Readjustment of Lot Lines)

**FILE NUMBER:** P24-011

**OWNER:** Renee Melinda Murtaugh Trustee, Renee Melinda Murtaugh Trust 2014

**REPRESENTATIVE:** Bruce Smith, Alpine Enterprises Inc.

**REQUEST:** Amend Lewis Bank Condominium Unit A and add rooftop limited common area to Unit A.

**LOCATION:** 320 E 2<sup>nd</sup> Street (Lewis Bank Condominiums Unit A)

**NOTICE:** A public hearing notice was mailed to all property owners within 300 feet of the project site and political subdivisions on April 17, 2024. The public hearing notice was published in the Idaho Mountain Express on April 17, 2024. The public hearing notice was posted on the city’s website on April 21, 2024.

**ZONING:** Community Core – Subdistrict 1 – Retail Core (CC-1)

**RECORD OF PROCEEDINGS**

The City of Ketchum received the application for Readjustment of Lot Lines (Lot Line Shift) on February 21, 2024. The Lewis Bank Condominiums Amended Unit A was initially filed with the City as a subdivision final plat application. However, that was an error on staff’s part, as the correct application



for this project is a Lot Line Shift (Readjustment of Lot Lines) and staff processed this application as such. Therefore, staff refers to this application as a Lot Line Shift.

Consistent with KMC §16.04.060.B, the Readjustment of Lot Lines application was transmitted to city departments, including the City Engineer, Fire, Building, Utilities, and Streets departments, for review. The city department comments were provided to the applicant on April 8, 2024. The applicant submitted revised project plans on March 14, 2024, and April 5, 2024. As of the date of these findings, all comments have been addressed satisfactorily through revisions to the plat or conditions of approval.

The City Council conducted their review of the application during their regular meeting on May 6, 2024, and unanimously approved the Lot Line Shift application.

**BACKGROUND**

The Lot Line Shift application (File No. P24-011) proposes to amend condominium Unit A to reflect the modifications that have occurred to the unit since the original plat was recorded in December 2003. The modifications include a remodel of the unit with a 34 square foot addition. This project is located at 320 E 2nd Street and is within the City’s Community Core – Subdistrict 1 – Retail Core (CC-1) Zone District. The parcel was developed with two commercial condominium units and one residential condominium unit. In addition to changes in the building, the limited common area rooftop for Unit A has been added to the plat, located above Unit B, to reflect a July 2, 2022, agreement recorded as Instrument No. 695144.

**FINDINGS OF FACT**

The Council, having reviewed the entire project record, does hereby make and set forth these Findings of Fact, Conclusions of Law, and Decision as follows:

**Table 1: Findings Regarding Contents of Final Plat**

<b>Findings Regarding Contents of Final Plat and Subdivision Design &amp; Development Requirements</b>				
<b>Compliant</b>			<b>Standards and Council Findings</b>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K</b>	<p><b>Contents Of Final Plat: The final plat shall be drawn at such a scale and contain such lettering as to enable same to be placed upon sheets of eighteen inch by twenty four inch (18" x 24") Mylar paper with no part of the drawing nearer to the edge than one-half inch (1/2"), and shall be in conformance with the provisions of title 50, chapter 13, Idaho Code. The reverse side of such sheet shall not be used for any portion of the drawing, but may contain written matter as to dedications, certificates, signatures, and other information. The contents of the final plat shall include all items required under title 50, chapter 13, Idaho Code, and also shall include the following:</b></p>
			<b>Council Findings</b>	<p><i>The final plat mylar paper shall be prepared following Ketchum City Council review and approval of the lot line shift application and shall meet these standards.</i></p>

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K.1</b>	<b>Point of beginning of subdivision description tied to at least two (2) governmental survey corners, or in lieu of government survey corners, to monuments recognized by the city engineer.</b>
			<b>Council Findings</b>	<i>Sheet 1 of the final plat shows that the point of beginning of the subdivision is tied to two survey corners. This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K.2</b>	<b>Location and description of monuments.</b>
				<i>Sheet 1 of the final plat provides the location and description of monuments. This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K.3</b>	<b>Tract boundary lines, property lines, lot lines, street right of way lines and centerlines, other rights of way and easement lines, building envelopes as required on the preliminary plat, lot area of each lot, boundaries of floodplain and floodway and avalanche district, all with bearings, accurate dimensions in feet and decimals, in degrees and minutes and radii, arcs, central angles, tangents and chord lengths of all curves to the above accuracy.</b>
			<b>Council Findings</b>	<i>The final plat indicates property lines and the centerline of Second Street, Leadville Avenue, and First Street. The plat also indicates the adjacent alleyway. The subject property does not contain floodplain or avalanche hazard area.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K.4</b>	<b>Names and locations of all adjoining subdivisions.</b>
			<b>Council Findings</b>	<i>The final plat indicates the adjacent lots within the original Village of Ketchum Townsite to the east and south.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K.5</b>	<b>Name and right of way width of each street and other public rights of way.</b>
			<b>Council Findings</b>	<i>The plat indicates the 20-foot-wide alley. However, the plat does not indicate the width of Second Street, Leadville Avenue, or Main Street. Condition of approval #3 is required to ensure the width of all existing streets adjacent to the subdivision are included on the plat prior to obtaining signatures on the final plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K.6</b>	<b>Location, dimension and purpose of all easements, public or private.</b>
			<b>Council Findings</b>	<i>The final plat indicates the existing public utility easement, recorded as Instrument No. 325093.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.030.K.7</b>	<b>The blocks numbered consecutively throughout each block.</b>
			<b>Council Findings</b>	<i>This standard is not applicable as new blocks are being created. The project proposes to amend condominium Unit A and add rooftop limited common area to Unit A.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.030.K.8</b>	<b>The outline of any property, other than a street, alley or easement, which is offered for dedication to public use, fully dimensioned by distances and bearings with the area marked "Dedicated to the City of Ketchum for Public Use", together with any other descriptive language with regard to the precise nature of the use of the land so dedicated.</b>
			<b>Council Findings</b>	<i>This standard is not applicable as there are no easements on the plat dedicated for public use.</i>

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K.9</b>	<b>The title, which shall include the name of the subdivision, the name of the city, if appropriate, county and state, and the location and description of the subdivision referenced to section, township, range.</b>
			<b>Council Findings</b>	<i>As shown on Sheet 1 of the final plat, this standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K.10</b>	<b>Scale, north arrow and date.</b>
				<i>As shown on Sheet 1 of the final plat, this standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K.11</b>	<b>Location, width, and names of all existing or dedicated streets and other public ways within or adjacent to the proposed subdivision</b>
			<b>Council Findings</b>	<i>The plat indicates the 20-foot-wide alley. However, the plat does not indicate the width of Second Street, Leadville Avenue, or Main Street. Condition of approval #3 is required to ensure the width of all existing streets adjacent to the subdivision are included on the plat prior to obtaining signatures on the final plat.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.030.K.12</b>	<b>A provision in the owner's certificate referencing the county recorder's instrument number where the condominium declaration(s) and/or articles of incorporation of homeowners' association governing the subdivision are recorded.</b>
			<b>Council Findings</b>	<i>As shown on Sheet 2 of the final plat, this standard has been met. The Condominium Declaration of Covenants, Conditions, and Restrictions for the Lewis Bank Condominiums are recorded as Instrument No. 516414 with the County.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K.13</b>	<b>Certificate by registered engineer or surveyor preparing the map certifying to the accuracy of surveying plat.</b>
			<b>Council Findings</b>	<i>Sheet 4 of the final plat provides the certificate from the licensed Professional Land Surveyor certifying the accuracy of the plat survey.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K.14</b>	<b>A current title report of all property contained within the plat.</b>
			<b>Council Findings</b>	<i>This standard has been met. A title report for the property was submitted by Stewart Title Guarantee Company dated November 27, 2024.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K.15</b>	<b>Certification of owner(s) of record and all holders of security interest(s) of record with regard to such property.</b>
			<b>Council Findings</b>	<i>Sheet 3 of the final plat provides the certification of owners of record with regard to the subject property.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K.16</b>	<b>Certification and signature of engineer (surveyor) verifying that the subdivision and design standards meet all city requirements.</b>
			<b>Council Findings</b>	<i>Sheet 4 of the final plat provides the certification of the surveyor verifying the subdivision and design standards meet all city requirements.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K.17</b>	<b>Certification and signature of the city engineer verifying that the subdivision and design standards meet all city requirements.</b>
			<b>Council Findings</b>	<i>Sheet 4 of the final plat provides the certification of the City Engineer verifying that the subdivision and design standards meet all city requirements.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K.18</b>	<b>Certification and signature of the city clerk of the city of Ketchum verifying that the subdivision has been approved by the council.</b>

			<b>Council Findings</b>	<i>The signature block page on sheet 4 of the plat provides the certification of the City Clerk verifying that the subdivision has been approved by the City Council.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.030.K.19</b>	<b>Notation of any additional restrictions imposed by the council on the development of such subdivision to provide for the public health, safety and welfare.</b>
			<b>Council Findings</b>	<i>This standard is not applicable because no additional restrictions are necessary to provide for the public health, safety, and welfare.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.L</b>	<b>Final Plat Copies: Both a hard copy and a digital copy of the final plat shall be filed with the administrator prior to being placed upon the Council’s agenda. A digital copy of the final plat as approved by the council and signed by the city clerk shall be filed with the administrator and retained by the city. The. Applicant shall also provide the city with a digital copy of the recorded document with its assigned legal instrument number.</b>
			<b>Council Findings</b>	<i>This standard has been met.</i>

**Table 2: Findings Regarding Compliance With Subdivision Development & Design Standards**

<b>Subdivision Development &amp; Design Standards (Ketchum Municipal Code §16.04.040)</b>				
<b>Compliant</b>				
<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>City Code</b>	<b>City Standards</b>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.A</b>	<b>Required Improvements: The improvements set forth in this section shall be shown on the preliminary plat and installed prior to approval of the final plat. Construction design plans shall be submitted and approved by the city engineer. All such improvements shall be in accordance with the comprehensive plan and constructed in compliance with construction standard specifications adopted by the city. Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.</b>
			<b>Findings</b>	<i>This standard is not applicable as the project proposes to amend condominium Unit A and add rooftop limited common area to Unit A. No additional improvements are proposed or required for the lot line shift.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.B</b>	<b>Improvement Plans: Prior to approval of final plat by the commission, the subdivider shall file two (2) copies with the city engineer, and the city engineer shall approve construction plans for all improvements required in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the state.</b>
			<b>Findings</b>	<i>This standard is not applicable as the project proposes to amend condominium Unit A and add rooftop limited common area to Unit A. No additional improvements are proposed or required for the lot line shift.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.C</b>	<b>Prior to final plat approval, the subdivider shall have previously constructed all required improvements and secured a certificate of</b>

				<p>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.</p>
			<b>Findings</b>	<i>This standard is not applicable as the project proposes to amend condominium Unit A and add rooftop limited common area to Unit A. No additional improvements are proposed or required for the lot line shift.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.D</b>	<p><b>As Built Drawing:</b> Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) days after completion of improvements and submission of as built drawings, the city engineer shall certify the completion of the improvements and the acceptance of the improvements, and shall submit a copy of such certification to the administrator and the subdivider. If a performance bond has been filed, the administrator shall forward a copy of the certification to the city clerk. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.</p>
			<b>Findings</b>	<i>This standard is not applicable as the project proposes to amend condominium Unit A and add rooftop limited common area to Unit A. No additional improvements are proposed or required for the lot line shift.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.040.E</b>	<p><b>Monumentation:</b> Following completion of construction of the required improvements and prior to certification of completion by the city engineer, certain land survey monuments shall be reset or verified by the subdivider's engineer or surveyor to still be in place. These monuments shall have the size, shape, and type of material as shown on the subdivision plat. The monuments shall be located as follows:</p> <ol style="list-style-type: none"> <li>1. All angle points in the exterior boundary of the plat.</li> <li>2. All street intersections, points within and adjacent to the final plat.</li> </ol>

				<p><b>3. All street corner lines ending at boundary line of final plat.</b></p> <p><b>4. All angle points and points of curves on all streets.</b></p> <p><b>5. The point of beginning of the subdivision plat description.</b></p>
			<b>Findings</b>	<i>The applicant shall meet the required monumentation standards prior to recordation of the final plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.040.F</b>	<p><b>Lot Requirements:</b></p> <p><b>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.</b></p> <p><b>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:</b></p> <p><b>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></p> <p><b>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.</b></p> <p><b>3. Corner lots shall have a property line curve or corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve an existing or future use.</b></p> <p><b>4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line.</b></p> <p><b>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.</b></p>

				<p><b>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.</b></p>
			<b>Findings</b>	<p><i>Standard #1 has been met. Amended condominium Unit A complies with the dimensional standards for lots within the Community Core – Subdistrict 1 – Retail Core (CC-1) Zone District. Standards #2-6 are not applicable.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.G</b>	<p><b>G. Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</b></p> <ol style="list-style-type: none"> <li><b>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.</b></li> <li><b>2. Blocks shall be laid out in such a manner as to comply with the lot requirements.</b></li> <li><b>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.</b></li> <li><b>4. Corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.</b></li> </ol>
			<b>Findings</b>	<p><i>This standard is not applicable as this lot line shift does not create a new block.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.H</b>	<p><b>Street Improvement Requirements:</b></p> <ol style="list-style-type: none"> <li><b>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;</b></li> <li><b>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;</b></li> <li><b>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;</b></li> <li><b>4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods;</b></li> </ol>

			<p><b>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;</b></p> <p><b>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;</b></p> <p><b>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;</b></p> <p><b>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;</b></p> <p><b>9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);</b></p> <p><b>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;</b></p> <p><b>11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;</b></p> <p><b>12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;</b></p> <p><b>13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the commission before submitting same to council for preliminary plat approval;</b></p> <p><b>14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;</b></p> <p><b>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;</b></p>
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			<p>16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider;</p> <p>17. In general, the centerline of a street shall coincide with the centerline of the street right of way, and all crosswalk markings shall be installed by the subdivider as a required improvement;</p> <p>18. Street lighting may be required by the commission or council where appropriate and shall be installed by the subdivider as a requirement improvement;</p> <p>19. Private streets may be allowed upon recommendation by the commission and approval by the council. Private streets shall be constructed to meet the design standards specified in subsection H2 of this section;</p> <p>20. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the administrator and shall be consistent with the type and design of existing street signs elsewhere in the city;</p> <p>21. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which will require construction of a new bridge or improvement of an existing bridge, such construction or improvement shall be a required improvement by the subdivider. Such construction or improvement shall be in accordance with adopted standard specifications;</p> <p>22. Sidewalks, curbs and gutters may be a required improvement installed by the subdivider; and</p> <p>23. Gates are prohibited on private roads and parking access/entranceways, private driveways accessing more than one single-family dwelling unit and one accessory dwelling unit, and public rights of way unless approved by the city council.</p>
			<p><b>Findings</b></p> <p><i>This standard is not applicable as the adjustment proposed with this lot line shift does not create a new street, private road, or bridge.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p><b>16.04.040.I</b></p> <p><b>Alley Improvement Requirements: Alleys shall be provided in business, commercial and light industrial zoning districts. The width of an alley shall be not less than twenty feet (20'). Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. Dead end alleys shall be prohibited. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in subsection H2 of this section.</b></p>
			<p><b>Findings</b></p> <p><i>This standard is not applicable as the project proposes to amend condominium Unit A and add rooftop limited common area to Unit A. No additional improvements are proposed or required for the lot line shift. Alleys are not required in residential neighborhoods.</i></p>

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.040.J</b>	<p><b>Required Easements:</b> Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands.</p> <p>1. A public utility easement at least ten feet (10') in width shall be required within the street right of way boundaries of all private streets. A public utility easement at least five feet (5') in width shall be required within property boundaries adjacent to Warm Springs Road and within any other property boundary as determined by the city engineer to be necessary for the provision of adequate public utilities.</p> <p>2. Where a subdivision contains or borders on a watercourse, drainageway, channel or stream, an easement shall be required of sufficient width to contain such watercourse and provide access for private maintenance and/or reconstruction of such watercourse.</p> <p>3. All subdivisions which border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten foot (10') fish and nature study easement along the riverbank. Furthermore, the council shall require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's access. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the council may require an extension of that easement along the portion of the riverbank which runs through the proposed subdivision.</p> <p>4. All subdivisions which border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a twenty five foot (25') scenic easement upon which no permanent structure shall be built in order to protect the natural vegetation and wildlife along the riverbank and to protect structures from damage or loss due to riverbank erosion.</p> <p>5. No ditch, pipe or structure for irrigation water or irrigation wastewater shall be constructed, rerouted or changed in the course of planning for or constructing required improvements within a proposed subdivision unless same has first been approved in writing by the ditch company or property owner holding the water rights. A written copy of such approval shall be filed as part of required improvement construction plans.</p> <p>6. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the city.</p>
			<b>Findings</b>	<i>The Lot Line Shift proposes to amend condominium Unit A and add rooftop limited common area to Unit A. The final plat indicates the existing public utility easement, recorded as Instrument No. 325093.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.K</b>	<b>Sanitary Sewage Disposal Improvements:</b> Central sanitary sewer systems shall be installed in all subdivisions and connected to the

				<p>Ketchum sewage treatment system as a required improvement by the subdivider. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the city engineer, council and Idaho health department prior to final plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho department of health and the council may be constructed on a temporary basis until such time as connection to the public sewage system is possible. In considering such alternative provisions, the council may require an increase in the minimum lot size and may impose any other reasonable requirements which it deems necessary to protect public health, safety and welfare.</p>
			<b>Findings</b>	<i>This standard is not applicable as no new subdivision is being created. Sewer system improvements are not required for this lot line shift.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.L</b>	<p><b>Water System Improvements:</b> A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement. The subdivider shall also be required to locate and install an adequate number of fire hydrants within the proposed subdivision according to specifications and requirements of the city under the supervision of the Ketchum fire department and other regulatory agencies having jurisdiction. Furthermore, the central water system shall have sufficient flow for domestic use and adequate fire flow. All such water systems installed shall be looped extensions, and no dead end systems shall be permitted. All water systems shall be connected to the municipal water system and shall meet the standards of the following agencies: Idaho department of public health, Idaho survey and rating bureau, district sanitarian, Idaho state public utilities commission, Idaho department of reclamation, and all requirements of the city.</p>
			<b>Findings</b>	<i>This standard is not applicable as no new subdivision is being created. Water system improvements are required for this lot line shift.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.M</b>	<p><b>Planting Strip Improvements:</b> Planting strips shall be required improvements. When a predominantly residential subdivision is proposed for land adjoining incompatible uses or features such as highways, railroads, commercial or light industrial districts or off street parking areas, the subdivider shall provide planting strips to screen the view of such incompatible features. The subdivider shall submit a landscaping plan for such planting strip with the preliminary plat application, and the landscaping shall be a required improvement.</p>
			<b>Findings</b>	<i>This standard is not applicable as no new subdivision is being created. Planting strip improvements are not required for this lot line shift.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.N</b>	<p><b>Cuts, Fills, And Grading Improvements:</b> Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize</p>

			<p><b>cuts, fills, alterations of topography, streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following:</b></p> <ol style="list-style-type: none"> <li><b>1. A preliminary soil report prepared by a qualified engineer may be required by the commission and/or council as part of the preliminary plat application.</b></li> <li><b>2. Preliminary grading plan prepared by a civil engineer shall be submitted as part of all preliminary plat applications. Such plan shall contain the following information:</b> <ol style="list-style-type: none"> <li><b>a. Proposed contours at a maximum of five foot (5') contour intervals.</b></li> <li><b>b. Cut and fill banks in pad elevations.</b></li> <li><b>c. Drainage patterns.</b></li> <li><b>d. Areas where trees and/or natural vegetation will be preserved.</b></li> <li><b>e. Location of all street and utility improvements including driveways to building envelopes.</b></li> <li><b>f. Any other information which may reasonably be required by the administrator, commission or council to adequately review the affect of the proposed improvements.</b></li> </ol> </li> <li><b>3. Grading shall be designed to blend with natural landforms and to minimize the necessity of padding or terracing of building sites, excavation for foundations, and minimize the necessity of cuts and fills for streets and driveways.</b></li> <li><b>4. Areas within a subdivision which are not well suited for development because of existing soil conditions, steepness of slope, geology or hydrology shall be allocated for open space for the benefit of future property owners within the subdivision.</b></li> <li><b>5. Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the subdivider for revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction. Until such times as such revegetation has been installed and established, the subdivider shall maintain and protect all disturbed surfaces from erosion.</b></li> <li><b>6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply:</b> <ol style="list-style-type: none"> <li><b>a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability.</b></li> <li><b>b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by AASHO T99 (American Association of State Highway Officials) and ASTM D698 (American standard testing methods).</b></li> <li><b>c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability.</b></li> </ol> </li> </ol>
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				<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>
			<b>Findings</b>	<i>This standard is not applicable as no new subdivision is being created. No grading improvements are proposed or required.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.O</b>	<p><b>Drainage Improvements:</b> The subdivider shall submit with the preliminary plat application such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the city on the preliminary and final plat. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. Culverts shall be required where all water or drainage courses intersect with streets, driveways or improved public easements and shall extend across and under the entire improved width including shoulders.</p>
			<b>Findings</b>	<i>This standard is not applicable as no new subdivision is being created. No changes are proposed or required to the drainage of the existing lots.</i>
			<b>16.04.040.P</b>	<p><b>Utilities:</b> In addition to the terms mentioned in this section, all utilities including, but not limited to, electricity, natural gas, telephone and cable services shall be installed underground as a required improvement by the subdivider. Adequate provision for expansion of such services within the subdivision or to adjacent lands including installation of conduit pipe across and underneath streets shall be installed by the subdivider prior to construction of street improvements.</p>
			<b>Findings</b>	<i>This standard is not applicable as no new subdivision is being created. No utility improvements are proposed or required.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.Q</b>	<p><b>Off Site Improvements:</b> Where the offsite impact of a proposed subdivision is found by the commission or council to create substantial additional traffic, improvements to alleviate that impact may be required of the subdivider prior to final plat approval, including, but not</p>

				<b>limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities.</b>
			<b>Findings</b>	<i>This standard is not applicable as no off-site improvements are required or proposed with this lot line shift.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.R</b>	<b>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.</b>
			<b>Findings</b>	<i>This standard is not applicable as the subject property is not located within the Avalanche Zone or Mountain Overlay.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.S</b>	<b>Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.</b>
			<b>Findings</b>	<i>This standard is not applicable as no changes to existing features on the property is proposed.</i>

#### CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation established in accordance with Article XII of the Constitution of the State of Idaho and Title 50 Idaho Code and is required and has exercised its authority pursuant to the Local Land Use Planning Act codified at Chapter 65 of Title 67 Idaho Code and pursuant to Chapters 3, 9 and 13 of Title 50 Idaho Code to enact the ordinances and regulations, which ordinances are codified in the Ketchum City Code (“KMC”) and are identified in the Findings of Fact and which are herein restated as Conclusions of Law by this reference and which city ordinances govern the applicant’s application.
2. The Ketchum City Council has authority to hear the applicant’s Lot Line Shift Application pursuant to Chapter 16.04 of Ketchum Code Title 16.
3. The City of Ketchum Planning Department provided adequate notice for the review of this application.
4. The Lot Line Shift (Readjustment of Lot Lines) application is governed under Sections 16.04.010, 16.04.020, 16.04.030, 16.04.040, and 16.04.060 of Ketchum Municipal Code Chapter 16.04.
5. As conditioned, the proposed Lot Line Shift meets the standards for approval under Title 16 of Ketchum Municipal Code.

#### DECISION

**THEREFORE**, the Ketchum City Council **approves** the Lewis Bank Condominiums Amended Unit A Lot Line Shift Application File No. P24-011 this Monday, May 6, 2024, subject to the following conditions:

### CONDITIONS OF APPROVAL

1. The final plat shall be recorded with the Blaine County Clerk and Recorder's Office within one year of approval by the Ketchum City Council.
2. Upon recording of the final plat with the Blaine County Clerk and Recorder's Office, the applicant shall provide a copy of the recorded final plat to the Planning and Building Department.
3. Prior to obtaining signatures on the final plat, the applicant shall revise the plat to include the width of all adjacent rights-of-way.

Findings of Fact **adopted** this 6<sup>th</sup> day of May 2024.

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Neil Bradshaw, Mayor  
City of Ketchum