



**STAFF REPORT
KETCHUM PLANNING AND ZONING COMMISSION
MEETING OF JULY 1, 2026**

PROJECT: The Bitterroot

FILE NUMBERS: P26-010 & P26-012

APPLICATION TYPES: Final Design Review & Condominium Subdivision Preliminary Plat

PROPERTY OWNER: Sundance R3 Devco LLC

ARCHITECT: Daniel Hollis, Hollis Partners Architects

REQUEST: Construction of a new three-story, three-unit multifamily residential building with associated site and public right-of-way improvements, and a Condominium Subdivision Preliminary Plat establishing three residential condominium units.

LOCATION: 200 N Spruce Ave (Existing: Bitterroot Square Condominiums)
RPK0728000010

ZONING: Mixed-Use Subdistrict of the Community Core (CC-2 Zone)

OVERLAY: None

REVIEWER: Abby Rivin, AICP - Senior Planner

NOTICE: A public hearing notice was mailed to all property owners within 300 feet of the project site on June 10, 2026. The notice was published in the Idaho Mountain Express on June 10, 2026. A notice was posted on the city's website on June 16, 2026 and on the project site on June 24, 2026. The building corners were staked, all trees proposed to be removed were flagged, and the story pole was installed on the project site on June 24, 2026. Public comment is included as Attachment G.

EXECUTIVE SUMMARY

The applicant requests approval of a **Final Design Review** application and a **Condominium Subdivision Preliminary Plat** for redevelopment of the property located at **200 North Spruce Avenue** ("the subject property") within the **Community Core Mixed-Use Subdistrict (CC-2)**. The project, known as **The Bitterroot**, proposes demolition of the existing three-story Bitterroot Square commercial building and construction of a new three-story residential condominium building containing three dwelling units with underground parking, associated site improvements, and a condominium subdivision establishing three residential condominium units.

The subject property contains approximately **16,801 square feet** and occupies a gateway location at the eastern edge of downtown Ketchum. The site is currently developed with the Bitterroot Square building, a three-story commercial building constructed in 1970 that has historically accommodated a variety of professional offices and neighborhood-serving commercial businesses. Although a portion of the property extends into the City of Sun Valley, all existing development and all proposed improvements are located within the City of Ketchum. Accordingly, annexation of the Sun Valley portion of the property is not required.

The Planning and Zoning Commission conducted the required Preapplication Design Review on **September 9, 2025**. Since that review, the project has been substantially revised. The mixed-use concept reviewed during Preapplication has been replaced with a fully residential development through removal of the proposed ground-floor commercial space, reduction in the number of dwelling units from four to three, relocation of the building footprint entirely within the City of Ketchum, elimination of the need for annexation, and refinement of the building's architecture, massing, landscaping, and overall site design.

A unique aspect of this application is that the two requests are vested under different regulatory frameworks. Because the applicant submitted a complete Final Design Review application and paid the required application fees within the 180-day vesting period following the Commission's Preapplication review, the Final Design Review application remains vested under the former provisions of **Titles 16 and 17 of the Ketchum Municipal Code** and the **2014 Comprehensive Plan**. The Condominium Subdivision Preliminary Plat application was submitted following adoption of the City's consolidated Land Development Code and is therefore reviewed under the **2025 Land Development Code** and the **2025 Comprehensive Plan**.

Staff has reviewed the applications for compliance with the applicable regulations. The principal design and planning considerations identified during staff review involve discretionary architectural refinements and broader Comprehensive Plan policy considerations appropriate for Planning and Zoning Commission discussion.

Accordingly, staff recommends that the Planning and Zoning Commission review the Final Design Review application and Condominium Subdivision Preliminary Plat concurrently, provide feedback to the applicant regarding the design and planning considerations identified in this report, and continue both applications to a date certain to allow the applicant an opportunity to respond to the Commission's direction and for staff to prepare any necessary revisions to the findings, conditions of approval, and associated application materials prior to final Commission action. Alternative motions, including approval options and recommended conditions of approval, are provided in the **Staff Recommendation** section of this report should the Commission determine the applications are ready for action.

BACKGROUND

Process to Date

The Planning and Zoning Commission conducted the required Preapplication Design Review for **The Bitterroot** on **September 9, 2025**. Pursuant to former KMC §17.96.010.D.5, applicants completing a Preapplication Design Review were required to submit a complete Final Design Review application and pay all required application fees within 180 calendar days to preserve vesting under the regulations in effect at the time of the Preapplication.

The applicant submitted a complete Final Design Review application and paid the required application fees on **March 3, 2026**, within the required 180-day period. Accordingly, the Preapplication Design Review remains valid, an additional Preapplication Design Review is not required, and the Final Design Review application remains vested under the former provisions of **Titles 16 and 17 of the Ketchum Municipal Code** and the **2014 Comprehensive Plan**. The Condominium Subdivision Preliminary Plat application was submitted on **March 20, 2026**, following adoption of the City's consolidated Land Development Code, and is therefore reviewed under the **2025 Land Development Code** and the **2025 Comprehensive Plan**.

Although a portion of the subject property extends into the City of Sun Valley, the revised project no longer proposes improvements within that portion of the property. Because all proposed development is located entirely within the City of Ketchum, the City Administrator determined that annexation of the Sun Valley portion of the property is not required.

TABLE 1: TIMELINE	
Date	Milestone
September 9, 2025	Planning and Zoning Commission conducts required Preapplication Design Review.
March 3, 2026	Complete Final Design Review application submitted and fees paid.
March 20, 2026	Complete Condominium Subdivision Preliminary Plat application submitted and fees paid.
April 17, 2026	First-round City Department review comments issued.
May 1, 2026	Revised plans and supplemental materials submitted.
June 3, 2026	Second-round Planning Department review comments issued.
June 19, 2026	Revised plans and supplemental materials submitted.
July 1, 2026	Planning and Zoning Commission Public Hearing

Previous Preapplication Review

At the September 9, 2025 Preapplication Design Review, the Commission reviewed a mixed-use redevelopment consisting of a three-story building containing approximately 1,000 square feet of ground-floor commercial space and four residential dwelling units. During the meeting, the Commission provided preliminary feedback regarding the project's overall massing, architectural character, relationship to the public realm, streetscape improvements, neighborhood compatibility, and the proposed annexation of the portion of the property located within the City of Sun Valley.

The Preapplication Design Review staff report, application materials, and Planning and Zoning Commission meeting recording are available on the City's website and may be viewed by clicking the link [here](#).

Project Revisions

Following the Preapplication Design Review, the applicant revised the project to respond to Commission and staff comments. The principal revisions are summarized in Table 2.

TABLE 2: PROJECT REVISIONS	
Preapplication (September 2025)	Current Project
mixed-use building	fully residential building
1,000 sq ft commercial space	no commercial space
4 dwelling units	3 dwelling units
building extended into City of Sun Valley	building contained within City of Ketchum
annexation required	annexation not required

Department Review

The Final Design Review and Condominium Subdivision Preliminary Plat applications were circulated to the Planning Department and applicable reviewing agencies, including Engineering, Public Works, Water, Wastewater, Streets, and the Ketchum Fire District. Planning staff issued a consolidated first-round review comment letter on **April 17, 2026**, identifying objective code compliance items and recommendations related to discretionary Design Review standards. Following the applicant's revised submittal, Planning staff completed a second round of review and issued a subsequent review comment letter on **June 3, 2026**, identifying the remaining items requiring clarification or refinement. The applicant submitted revised plans and supplemental materials on **June 19, 2026** in response to those comments. The revised Design Review plan set is included as **Attachment A**, and the revised Condominium Subdivision Preliminary Plat is included as **Attachment C**.

The department review process significantly refined the project prior to public hearing. The majority of objective code compliance issues identified during review have been resolved through revised plans or are recommended to be addressed through conditions of approval. The remaining issues discussed in this report primarily involve discretionary Design Review considerations and broader planning policy considerations appropriate for Planning and Zoning Commission discussion. Detailed evaluations of the applicable zoning and dimensional standards, Design Review standards, Preliminary Plat review criteria, and Condominium Subdivision standards are provided in **Attachment E**.

EXISTING SITE

The subject property is located at **200 North Spruce Avenue** within the **Community Core – Mixed-Use Subdistrict (CC-2)** and contains approximately **16,801 square feet**. The property consists of a single parcel under common ownership and occupies a gateway location at the northern edge of downtown Ketchum. Although a portion of the parcel extends into the City of Sun Valley, all existing development is located within the City of Ketchum.

The site is currently developed with the **Bitterroot Square** building, a three-story commercial building constructed in 1970. Over the past five decades, the building has accommodated a variety of professional offices and neighborhood-serving commercial businesses. Surface parking, internal drive aisles, landscaping, and utility infrastructure occupy the remainder of the site.

The property is designated **Mixed Use** on both the 2014 and 2025 Comprehensive Plan Future Land Use Maps and is zoned **Community Core – Mixed-Use Subdistrict (CC-2)**. The CC-2 Zone is intended to accommodate a mix of commercial, residential, lodging, civic, and institutional uses

within a pedestrian-oriented environment while providing a transition between the Retail Core and surrounding neighborhoods.

The site contains relatively few natural constraints; however, several physical characteristics influence redevelopment, including its irregular parcel configuration, frontage along North Spruce Avenue, existing public utilities and infrastructure, and adjacent institutional and residential uses. The property also experiences an approximate **20-foot decrease in elevation** from North Spruce Avenue toward the eastern property boundary adjacent to Trail Creek. This grade change influences site design, building orientation, landscaping, drainage, and grading.

TABLE 3: SURROUNDING LAND USES		
Direction	Existing Land Use	Zoning
North	Commercial office building	CC-2
West	<ul style="list-style-type: none"> • Les Saisons mixed-use development (commercial at street level with timeshare units above) • Walnut Avenue Mall (multi-tenant commercial building containing retail, restaurant, personal service, and office uses) 	Retail Core & CC-2
Southwest	<ul style="list-style-type: none"> • Lodges on Trail Creek townhomes • Second Street East Condominiums • Sun Valley Seasons Subdivision 	T-4000, GR-H, GR-L
East	<ul style="list-style-type: none"> • St. Thomas Episcopal Church (City of Sun Valley) • Sun Valley Red Barn (City of Sun Valley) • Sun Valley Stables (City of Sun Valley) 	Public/Institutional, Recreation, Open Space
Northeast	<ul style="list-style-type: none"> • Church of Jesus Christ of LDS (City of Sun Valley) • Our Lady of the Snows Catholic Church (City of Sun Valley) • Champions Meadow (City of Sun Valley) • Horse Pasture (City of Sun Valley) 	Public/Institutional, Recreation, Open Space

PROPOSED DEVELOPMENT

The project proposes demolition of the existing Bitterroot Square building and redevelopment of the site with **The Bitterroot**, a new three-story residential condominium building containing three dwelling units. The project includes underground parking, site landscaping, utility improvements, frontage improvements along North Spruce Avenue, and a condominium subdivision establishing three residential condominium units. The Final Design Review plan set is included as **Attachment A**, and the Condominium Subdivision Preliminary Plat is included as **Attachment C**.

TABLE 4: PROJECT SUMMARY	
Item	Proposed
Parcel Area	16,801 square feet
Building Use	Residential condominium building
Dwelling Units	3
Gross Floor Area	14,594 square feet
Floor Area Ratio (FAR)	0.89
Building Height	Three stories
Parking	Underground parking garage

Access	Curb cut along Spruce Avenue
Ownership	Condominium subdivision

Building Design

The project consists of a three-story residential condominium building organized around a central pedestrian entry plaza and residential common area along the North Spruce Avenue frontage. The building contains approximately **14,594 square feet** of gross floor area with a Floor Area Ratio (FAR) of approximately **0.89**, below the maximum FAR of **1.0** permitted within the CC-2 Zone.

The upper story is incorporated into a series of pitched roof forms with articulated façades, recessed balconies, dormers, and chimney elements. Residential common areas are located at the ground level, while each dwelling unit is vertically organized over multiple floors.

The proposed architecture incorporates mountain-inspired building forms and a natural material palette. The proposed exterior material palette consists of Haydell Limestone, rough-sawn ThermoWood spruce siding, VMZinc Quartz-Zinc standing seam roofing, and blackened cold-rolled steel accents. The selected materials are durable, high-quality materials that reflect the natural colors and textures of the Wood River Valley, resulting in a palette that is generally compatible with the surrounding townscape and architectural character of downtown Ketchum.

Parking, Access, and Circulation

Vehicular access is provided from a curb cut along Spruce Avenue, which connects to a below-grade parking garage. The garage contains two enclosed parking spaces for each dwelling unit, one ADA-accessible parking space, and bicycle parking. No surface vehicle parking is proposed.

Primary pedestrian access is provided from Spruce Avenue through a landscaped entry plaza and residential lobby. Internal circulation is provided by a shared elevator and stair serving the common areas, while each dwelling unit includes private vertical circulation connecting its individual living levels.

Site Design and Public Improvements

The project includes new landscaping, pedestrian amenities, and public improvements throughout the site and along the North Spruce Avenue frontage. Site improvements include landscaped planting areas, ornamental landscaping, preservation of much of the existing mature vegetation adjacent to Trail Creek, outdoor seating areas, benches, bicycle racks, and pedestrian gathering spaces.

Improvements within and adjacent to the public right-of-way include sidewalk reconstruction, installation of a snowmelt system, utility improvements, landscaping, and streetscape enhancements. Frontage improvements will be completed in accordance with applicable City engineering and public works requirements.

Condominium Subdivision

Concurrent with the Final Design Review application, the applicant requests approval of a Condominium Subdivision Preliminary Plat establishing three residential condominium units together with the associated common elements, limited common elements, utility easements, access easements, and shared maintenance responsibilities. The subdivision establishes the legal

framework for separate ownership of the residential units while maintaining common ownership and maintenance of shared improvements and facilities.

APPLICABLE REVIEW FRAMEWORK

The Planning and Zoning Commission is concurrently reviewing two related land use applications for redevelopment of the subject property:

1. **Final Design Review**
2. **Condominium Subdivision Preliminary Plat**

Although the applications are being reviewed concurrently because they involve the same project, each application is vested under a different regulatory framework and must be evaluated using separate approval criteria.

TABLE 5: APPLICABLE REVIEW FRAMEWORK		
Application	Applicable Regulations	Decision
Final Design Review	Former Ketchum Municipal Code Title 17—Zoning Regulations and the 2014 Comprehensive Plan	Planning and Zoning Commission
Condominium Subdivision Preliminary Plat	Land Development Code and the 2025 Comprehensive Plan	Planning and Zoning Commission recommendation to City Council

Final Design Review

Because the required Preapplication Design Review was completed prior to adoption of the City's consolidated Land Development Code and the applicant submitted a complete Final Design Review application within the applicable vesting period, the Final Design Review application remains vested under the former provisions of **Title 17 of the Ketchum Municipal Code** and the **2014 Comprehensive Plan**.

The Commission's review of the Final Design Review application is limited to the applicable Design Review approval criteria, zoning regulations, and development standards contained within those regulations.

Condominium Subdivision Preliminary Plat

The Condominium Subdivision Preliminary Plat application was submitted following adoption of the City's consolidated Land Development Code and is therefore reviewed under the **2025 Land Development Code** and the **2025 Comprehensive Plan**.

The Commission's review of the Preliminary Plat focuses on the applicable subdivision review criteria, condominium subdivision standards, zoning regulations, and consistency with the adopted 2025 Comprehensive Plan before making a recommendation to the City Council.

Organization of this Report

The remainder of this report is organized to reflect the applicable review framework for each application.

Detailed evaluations of the applicable code requirements are provided in **Attachment E**, including:

The Bitterroot—200 N Spruce Ave Redevelopment
 Design Review & Condominium Subdivision Preliminary Plat
 City of Ketchum Planning & Building Department

- **Attachment E1** — Zoning and Dimensional Standards Evaluation
- **Attachment E2** — Design Review Standards Evaluation
- **Attachment E3** — Preliminary Plat Review Criteria and Condominium Subdivision Standards Evaluation

The body of this report focuses on the principal planning and design considerations for Commission deliberation, while Attachment E contains the detailed standard-by-standard analysis supporting staff’s evaluation.

PLANNING CONTEXT

The subject property is located within the Community Core at the eastern edge of downtown Ketchum, an area that has historically served as the City's primary commercial, civic, and social center. Over time, downtown has evolved from a traditional commercial district into a compact, pedestrian-oriented mixed-use environment that accommodates commercial, residential, lodging, civic, institutional, and public uses while continuing to function as the City's principal business district and community gathering place.

The Community Core contains a diverse mix of locally owned businesses, professional offices, restaurants, retail establishments, lodging, public spaces, and residential development. Ground-floor commercial activity, pedestrian-oriented streetscapes, and a concentration of employment and services contribute to downtown's economic vitality, walkability, and year-round activity. As redevelopment opportunities become increasingly limited, individual redevelopment projects play an important role in shaping the future mix of commercial activity, housing, employment, and public spaces within the Community Core.

The City's planning priorities have evolved in response to these changing conditions. While both the 2014 and 2025 Comprehensive Plans support compact redevelopment, reinvestment, walkability, and high-quality urban design, the 2025 Comprehensive Plan places greater emphasis on community housing, year-round economic resilience, retention of local-serving businesses and employment opportunities, and reinforcing the Community Core as the City's primary commercial and civic center.

The following sections evaluate the proposal under the applicable approval criteria for the Final Design Review and Condominium Subdivision Preliminary Plat within the planning context described above. *The discussion below evaluates each application under its respective approval criteria.*

FINAL DESIGN REVIEW

Applicable Regulations

The Final Design Review application is vested under the former provisions of **Title 17 of the Ketchum Municipal Code** and the **2014 Comprehensive Plan**. Pursuant to former KMC §17.96.050.A, the Planning and Zoning Commission shall determine that:

1. The proposal does not jeopardize the health, safety, or welfare of the public;
2. The proposal generally conforms with the goals, policies, and objectives of the adopted Comprehensive Plan; and
3. The proposal conforms to all applicable Design Review standards and other applicable provisions of the Ketchum Municipal Code.

Detailed evaluations of the applicable zoning, dimensional, and Design Review standards are provided in **Attachment E1** and **Attachment E2**. The discussion below summarizes the principal planning and design considerations identified during staff review.

Finding 1—Public Health, Safety, and Welfare

The project redevelops an existing commercial property with a new three-story residential condominium building served by underground parking, upgraded utilities, new landscaping, and frontage improvements along North Spruce Avenue. The application was reviewed by the Planning Department, Engineering, Public Works, Water, Wastewater, Streets, and the Ketchum Fire District.

Staff's review indicates that the proposal substantially complies with the applicable technical requirements intended to protect public health, safety, and welfare. Remaining technical items have either been addressed through revised plans or are recommended to be addressed through conditions of approval.

Finding 2—General Conformance with the 2014 Comprehensive Plan

The proposal is generally consistent with the goals, policies, and objectives of the 2014 Comprehensive Plan related to redevelopment, compact development, downtown housing, and high-quality urban design. The project represents reinvestment in an existing downtown property, replaces an aging commercial building with new construction, and provides additional residential opportunities within walking distance of employment, services, parks, transit, and other community amenities.

Since the Commission's Preapplication Design Review, the project has evolved from a mixed-use redevelopment to a fully residential condominium development through the removal of the proposed ground-floor commercial space and reduction in the number of residential units from four to three. As a result, the proposal differs from the mixed-use concept previously reviewed by the Commission and presents a different relationship to Comprehensive Plan policies that encourage mixed-use development, active commercial streets, and retention of local-serving businesses within the Community Core.

Because the applicable approval criterion requires **general conformance** with the Comprehensive Plan rather than strict consistency with every goal and policy, staff concludes that the proposal generally conforms with the 2014 Comprehensive Plan while recognizing that the transition from a mixed-use project to a fully residential development presents broader planning considerations regarding the long-term balance of residential and commercial uses within the Community Core.

Finding 3—Conformance with Design Review Standards

Staff reviewed the proposal for compliance with all applicable Design Review standards contained in former Title 17.

Detailed analysis of each applicable Design Review standard is provided in Attachment E2. Staff finds the proposal substantially complies with the applicable Design Review standards. The remaining issues identified during staff review relate primarily to discretionary architectural refinement—including roof composition, façade articulation, chimney design, and ground-floor activation—rather than objective code compliance. The project incorporates high-quality exterior materials, articulated building forms, underground parking, substantial landscaping, and streetscape improvements that are generally consistent with the intent of the Design Review Ordinance.

The remaining issues identified during staff review primarily involve discretionary architectural refinements rather than objective code compliance.

Commission Discussion

The Final Design Review application presents a high-quality redevelopment project that generally satisfies the applicable zoning regulations and Design Review standards. The remaining issues identified by staff primarily involve discretionary architectural refinements rather than objective code compliance.

Accordingly, staff recommends that the Planning and Zoning Commission focus its discussion on the architectural and urban design considerations identified below and provide direction to the applicant regarding any desired refinements prior to taking final action on the Design Review application.

Building Massing and Roof Composition

The proposed building utilizes traditional roof forms, dormers, chimneys, and natural materials that are generally compatible with the surrounding mountain architectural character. Staff finds that the overall architectural concept is appropriate for the site.

Staff believes, however, that additional refinement of the upper roof forms and third-floor massing could further reduce the perceived scale of the building along the Spruce Avenue frontage. In particular, greater differentiation between the roof planes and upper-level elements would improve façade composition and strengthen the visual hierarchy of the building.

Exterior Materials and Colors

The proposed exterior material palette includes limestone veneer, ThermoWood spruce siding, standing-seam metal roofing, and blackened steel accents. These materials are durable and generally compatible with the surrounding townscape.

Staff notes that the proposed stone and wood materials are similar in tone and value, resulting in limited visual contrast between primary façade materials. Introducing additional variation in material tone, finish, or detailing would enhance façade articulation and reinforce the architectural expression intended by the Design Review standards.

Chimney and Vertical Elements

The proposed chimney elements are prominent architectural features visible from both North Spruce Avenue and Sun Valley Road. Staff finds that reducing the apparent scale of these vertical elements and incorporating additional articulation would improve their relationship to the overall building composition and reduce their visual dominance.

Public Realm

The project includes significant streetscape improvements, including a landscaped pedestrian plaza, new sidewalk improvements, landscaping, bicycle parking, and underground parking that minimizes the visual presence of vehicles. These improvements represent a significant investment in the public realm and will enhance the pedestrian environment along the eastern gateway into downtown Ketchum. Staff recommends the Commission consider whether additional opportunities exist to strengthen the pedestrian experience along the Spruce Avenue frontage.

CONDOMINIUM SUBDIVISION PRELIMINARY PLAT

Applicable Regulations

The Condominium Subdivision Preliminary Plat application is vested under the **2025 Land Development Code** and the **2025 Comprehensive Plan**. Pursuant to LDC §16.07.080.A.1.d, the Planning and Zoning Commission shall review the Preliminary Plat and make a recommendation to the City Council based on whether the proposal:

1. Is consistent with the Comprehensive Plan;
2. Complies with the subdivision standards of Chapter 16.06;
3. Complies with the applicable zoning district standards;
4. Complies with the applicable use, dimensional, design, and development standards of the Land Development Code;
5. Provides an appropriate layout of lots, access, utilities, drainage, and public facilities;
6. Demonstrates the availability of public water and sewer service; and
7. Identifies and adequately mitigates known natural hazard areas.

A detailed evaluation of the Preliminary Plat review criteria, subdivision standards, and condominium subdivision requirements is provided in **Attachment E3**. The discussion below summarizes the principal planning considerations relevant to the Commission's recommendation.

Finding 1—Consistency with 2025 Comprehensive Plan

Unlike the Final Design Review application, which is evaluated under the 2014 Comprehensive Plan, the Condominium Subdivision Preliminary Plat is reviewed under the 2025 Comprehensive Plan and requires consideration of broader land use and community planning objectives in addition to compliance with the technical subdivision standards of the Land Development Code.

As discussed in the Planning Context section, the 2025 Comprehensive Plan continues to support redevelopment, reinvestment, walkability, and high-quality urban design within the Community Core while placing greater emphasis on community housing, year-round economic resilience, retention of local-serving businesses and employment opportunities, and reinforcing downtown Ketchum as the City's primary commercial and civic center.

The proposal advances several objectives of the 2025 Comprehensive Plan by reinvesting in an existing downtown property, providing three new residential ownership opportunities within walking distance of employment, parks, transit, and commercial services, and incorporating streetscape improvements that enhance the pedestrian environment and public realm.

The proposal does not include community housing. Although it increases the City's housing inventory by adding three market-rate ownership units, it does not contribute to the Comprehensive Plan's objective of expanding community housing opportunities within the Community Core.

The proposal also replaces an existing multi-tenant commercial building with a fully residential condominium development, eliminating existing commercial floor area and the employment opportunities historically associated with the site. As a result, the proposal presents a different relationship to Comprehensive Plan policies supporting commercial activity, active ground-floor uses, local-serving businesses, and a balanced mix of land uses within the Community Core.

Staff's review indicates that the proposal complies with the applicable subdivision and development standards of the Land Development Code. The principal remaining considerations relate to the

proposal's consistency with the broader policy direction established by the 2025 Comprehensive Plan. In making its recommendation to the City Council, the Commission should weigh the proposal's contribution to downtown reinvestment, housing, and public realm improvements together with the Plan's increased emphasis on community housing, economic vitality, commercial activity, and employment within the Community Core.

Finding 2—Condominium Subdivision Preliminary Plat Standards

Subdivision Design

The proposed condominium subdivision substantially complies with the applicable subdivision standards. The subdivision establishes a legal framework for separate ownership of the three residential units while maintaining common ownership and maintenance responsibilities for shared access, utilities, parking, landscaping, and other common elements. The subdivision does not create additional development lots or public streets.

Infrastructure and Public Improvements

The project will be served by existing public streets, water, sewer, and utility infrastructure. Engineering, Public Works, Water, Wastewater, Streets, and the Ketchum Fire District have reviewed the proposal and identified technical requirements that have either been incorporated into the revised plans or are recommended as conditions of approval.

The project also includes frontage improvements along North Spruce Avenue, including sidewalk reconstruction, landscaping, utility improvements, snowmelt infrastructure, and streetscape enhancements that contribute positively to the pedestrian environment and public realm.

Commission Discussion

Staff's review indicates that the proposal substantially complies with the applicable subdivision regulations, zoning standards, and condominium subdivision requirements of the 2025 Land Development Code. The detailed analysis supporting these conclusions is provided in **Attachment E3**.

The remaining issues identified in this report are not related to technical subdivision compliance. Rather, they involve broader planning policy considerations regarding redevelopment of a commercially developed property within the Community Core and the long-term balance between housing, commercial activity, employment, and community objectives established by the 2025 Comprehensive Plan.

Accordingly, staff recommends that the Planning and Zoning Commission focus its discussion on these broader planning considerations, together with the Design Review discussion, before making its recommendation to the City Council regarding the proposed Condominium Subdivision Preliminary Plat.

TABLE 6: COMMISSION DISCUSSION SUMMARY		
Topic	Staff Observation	Commission Discussion
Building Massing	The third floor is incorporated within a continuous roof form, with projecting bay elements extending above the primary roof plane. As a result, the upper portion of the building reads as a continuous mass along the Spruce Avenue elevation, creating a	Does the Commission support additional refinement of the roof composition and upper-story massing?

	squat, top-heavy appearance and limiting the roof's ability to reduce the perceived scale of the building. Additional differentiation and articulation of the roof composition could strengthen the building's architectural character and better satisfy the intent of KMC §§17.96.060.F.2 and F.5.	
Exterior Materials & Colors	The proposed palette of natural limestone, ThermoWood spruce cladding, and quartz-zinc standing seam roofing is compatible with the building's contemporary mountain architectural character. However, the stone, wood, and zinc materials are similar in tone and value, limiting visual contrast and diminishing façade articulation. Greater differentiation between primary materials could strengthen the building's architectural expression and better achieve the intent of KMC §§17.96.060.E.1, F.2, and F.5.	Would the Commission support refinement of the exterior material palette to increase façade articulation and visual interest?
Chimneys	The proposed chimney elements are visually prominent architectural features. The chimney on the Spruce Avenue elevation extends well above the roofline, while the chimney on the east elevation extends the full height of the building with limited articulation. Additional refinement could reduce their visual prominence and better integrate them into the overall building composition.	Would additional articulation or redesign of the chimney elements improve the overall architectural composition?
Public Realm	The proposal includes significant public realm improvements, including widened sidewalks, a publicly accessible plaza, street trees, landscaping, bicycle parking, seating, and other pedestrian amenities. At preapplication, however, the project included ground-floor commercial space along the Spruce Avenue frontage. The current proposal replaces that commercial frontage with a semi-enclosed colonnade and residential common area, reducing transparency and opportunities for active street-level uses. Staff believes this change may lessen pedestrian activity and downtown vitality, particularly during winter months, and recommends the Commission consider whether additional active frontage or pedestrian-oriented elements are warranted.	Does the Commission support additional pedestrian-oriented enhancements or opportunities for greater street activation along the Spruce Avenue frontage?
Comprehensive Plan	The proposal substantially complies with the applicable development standards of the Ketchum Municipal Code. The principal remaining consideration is whether the proposal is consistent with the broader policy direction of the 2025 Comprehensive Plan regarding downtown vitality,	Does the Commission find the proposal consistent with the applicable Comprehensive Plan policies?

	mixed-use development, and active commercial frontages within the Community Core.	
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STAFF RECOMMENDATION

Staff concludes that the proposal substantially complies with the applicable zoning, subdivision, and development standards and that the remaining issues involve discretionary design refinement and Comprehensive Plan policy considerations rather than objective code compliance. The remaining issues identified in this report involve discretionary design considerations and broader planning policy questions appropriate for Planning and Zoning Commission discussion. Accordingly, staff recommends continued review to allow refinement of the proposal prior to final action.

Accordingly, staff recommends that the Planning and Zoning Commission:

1. Receive the staff presentation, applicant presentation, and public testimony;
2. Discuss the design and planning considerations identified throughout this report;
3. Provide direction to the applicant regarding any desired architectural, site design, or policy refinements; and
4. Continue the public hearing on both the Final Design Review application and the Condominium Subdivision Preliminary Plat application to **July 16, 2026**, to allow the applicant an opportunity to respond to the Commission's direction prior to final action.

Recommended Motion

Motion to Continue

I move to continue the public hearing for Final Design Review Application P26-010 and Condominium Subdivision Preliminary Plat Application P26-012 to July 16, 2026, to allow the applicant an opportunity to respond to Planning and Zoning Commission direction regarding the design and planning considerations discussed during the public hearing.

Commission Options

Following public testimony and Commission deliberation, the Planning and Zoning Commission may:

Option 1—Continue the Applications (Staff Recommendation)

Continue both applications to **July 16, 2026**, to allow the applicant an opportunity to respond to Commission direction and for staff to prepare any necessary revisions to the findings, conditions of approval, and associated application materials.

Option 2—Approve Subject to Conditions

Approve the Final Design Review application and recommend approval of the Condominium Subdivision Preliminary Plat, subject to conditions of approval.

Option 3—Deny

Deny one or both applications upon making findings that the applicable approval criteria have not been satisfied.

Recommended Conditions of Approval

Draft recommended Conditions of Approval for both the Final Design Review and Condominium Subdivision Preliminary Plat are included in Attachment F. Should the Commission determine the applications are ready for approval, the Commission may approve the applications subject to those

conditions, modify the proposed conditions, or direct staff to prepare revised conditions consistent with the Commission's action.

ATTACHMENTS:

- A. Design Review Plan Set
- B. Design Review Supplemental Materials
- C. Condominium Subdivision Preliminary Plat
- D. Condominium Subdivision Preliminary Plat Supplemental Materials
- E. Staff Analysis
 - 1. Zoning and Dimensional Standards Evaluation
 - 2. Design Review Standards Evaluation
 - 3. Preliminary Plat Requirements & Condominium Subdivision Standards Evaluation
- F. Recommended Conditions of Approval
- G. Public Comment

Attachment A

Design Review Plan Set



THE BITTERROOT

2 0 0 S P R U C E A V E N U E - K E T C H U M I D A H O

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SURVEYOR

MARK PHILLIPS LAND
SURVEYING, PLLC
HAILEY, IDAHO
208.720-3760

CIVIL ENGINEER

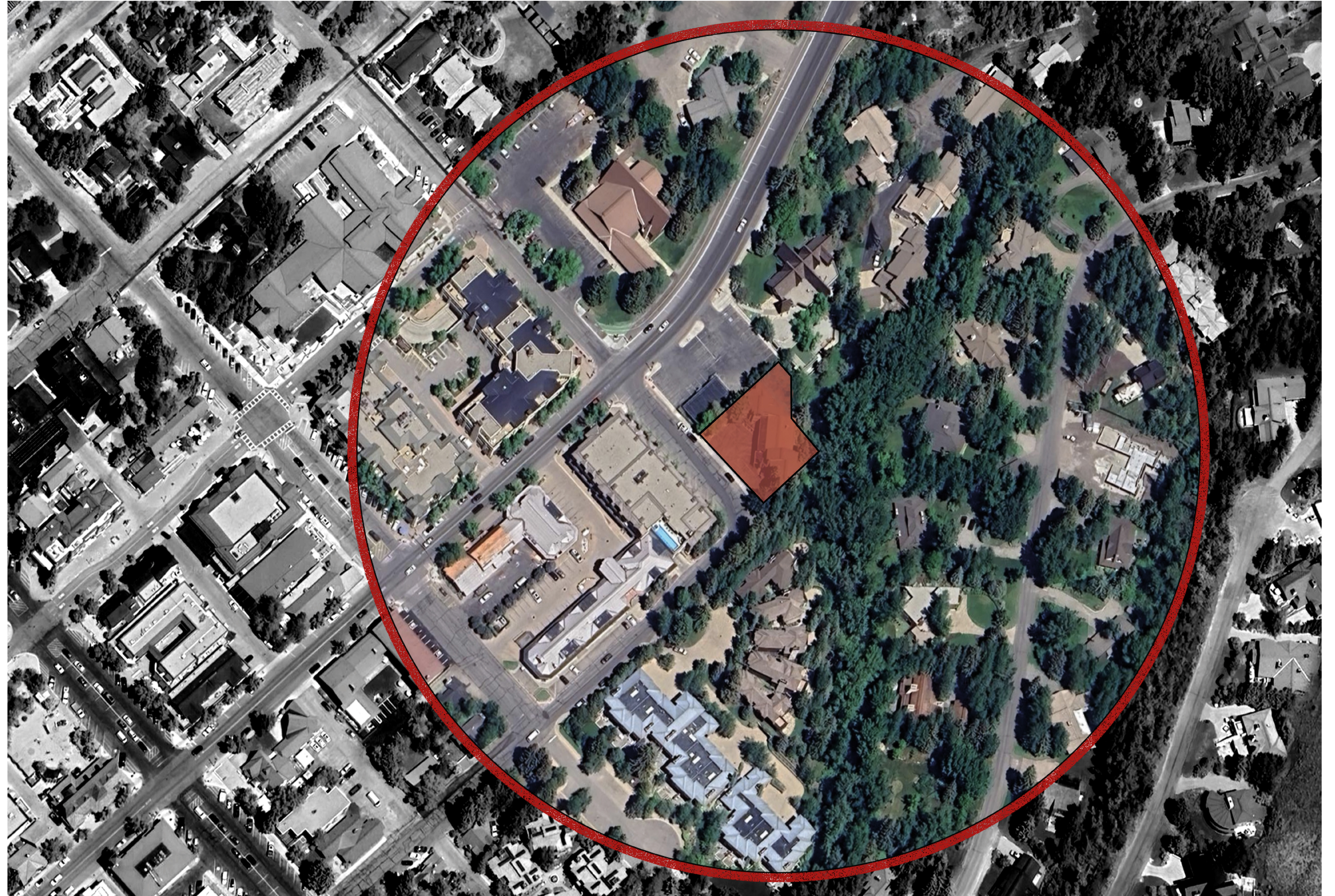
OPAL ENGINEERING, PLLC
PO BOX 2530
HAILEY, IDAHO
208.720-9608

CONTRACTOR

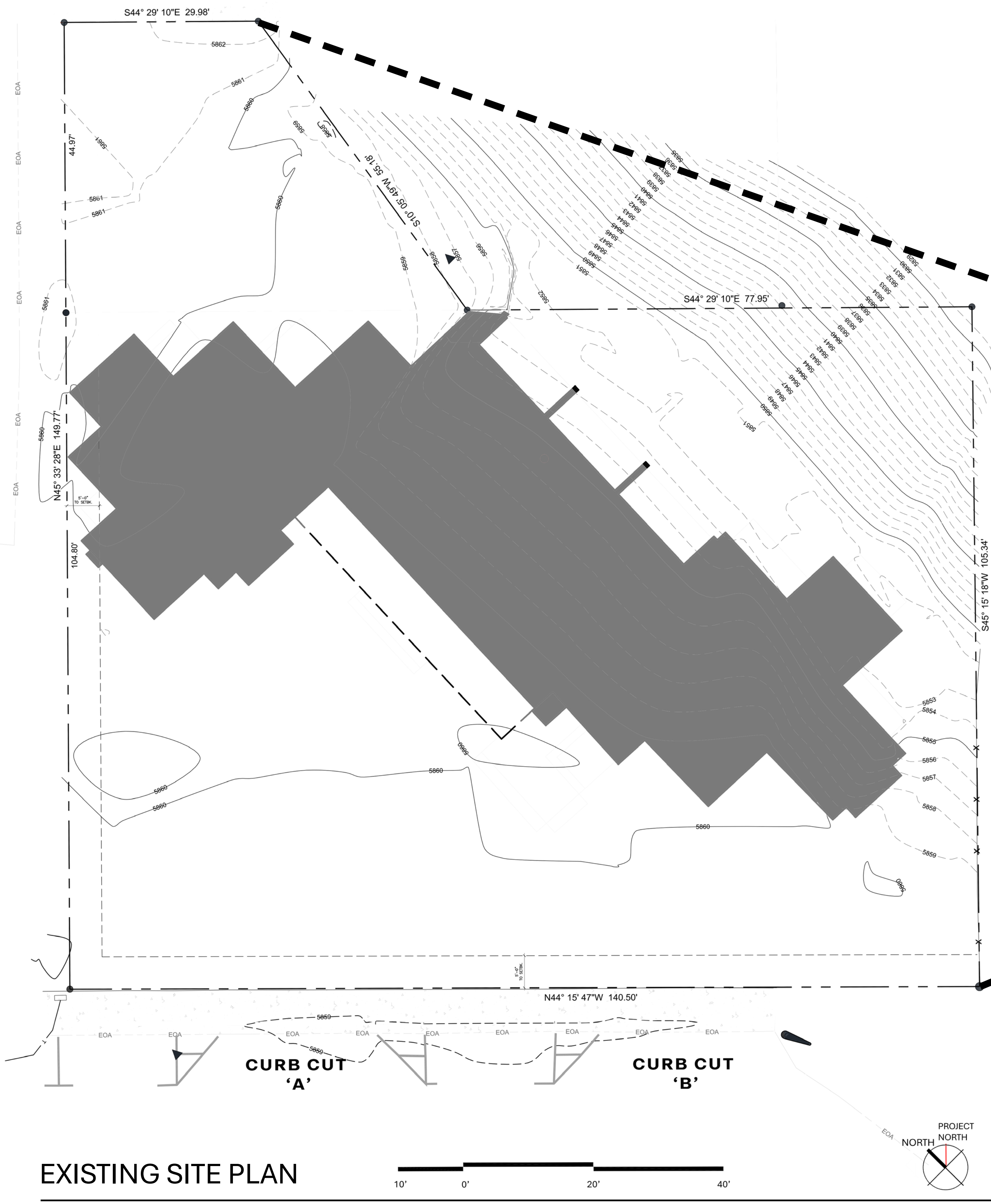
PIONEER CONTRACTING GROUP
PO BOX 3488
105 LEWIS STREET, SUITE 104
KETCHUM, IDAHO
208.720-7930

PROJECT OVERVIEW

PROJECT LOCATION



EXISTING SITE PLAN & ZONING INFORMATION



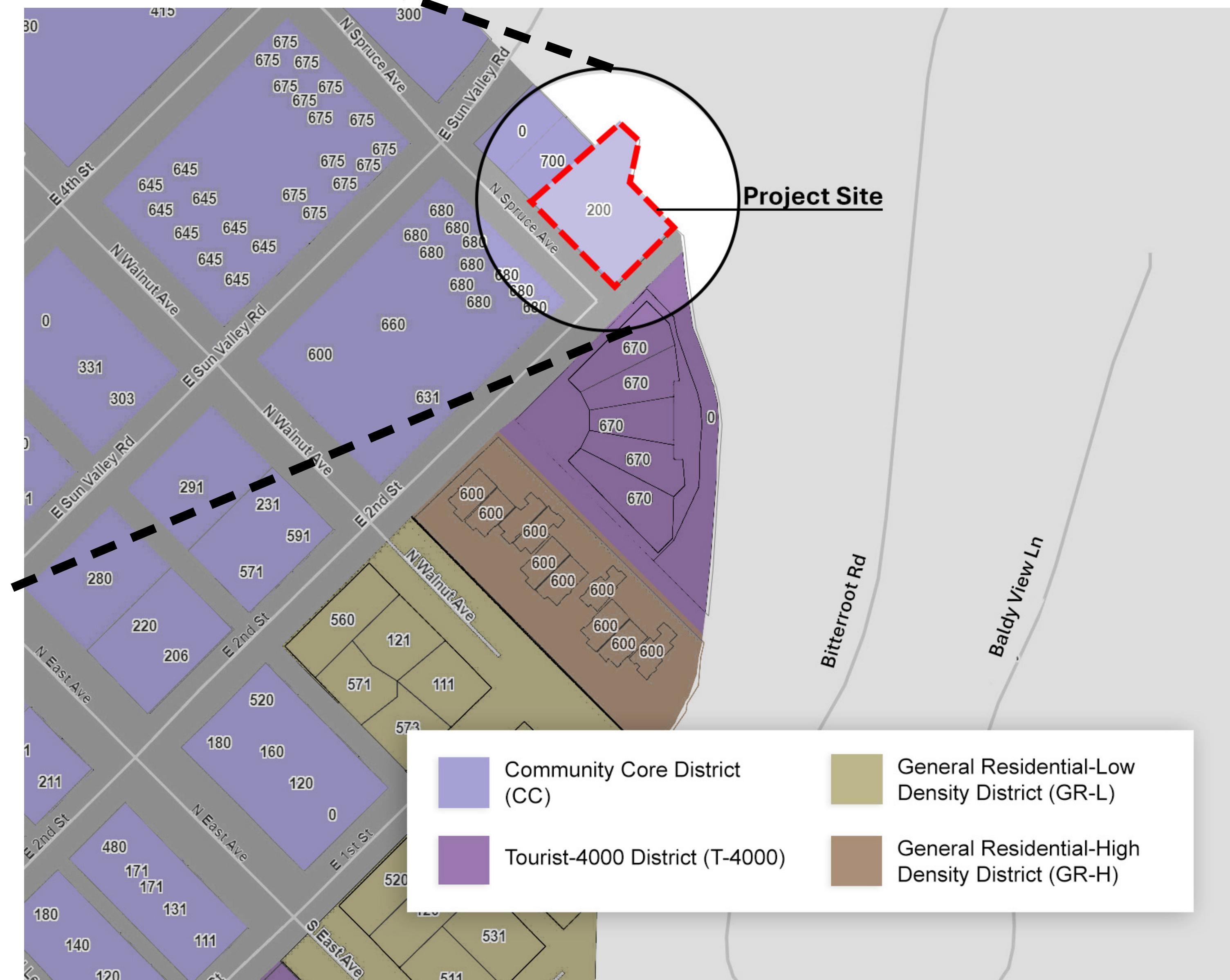
EXISTING SITE PLAN

LEGAL DESCRIPTION:
Bitterroot Square Condos Unit 1-9 Parcel

Lot Size:

Ketchum:	14,734 SF
Sun Valley:	2,067 SF
Total:	16,801 SF

Code:	2018
Zoning:	CC-2 Community Core - Mixed Use
Current Use:	Commercial Tenant Building
Proposed Use:	Residential



Community Core District (CC)	General Residential-Low Density District (GR-L)
Tourist-4000 District (T-4000)	General Residential-High Density District (GR-H)

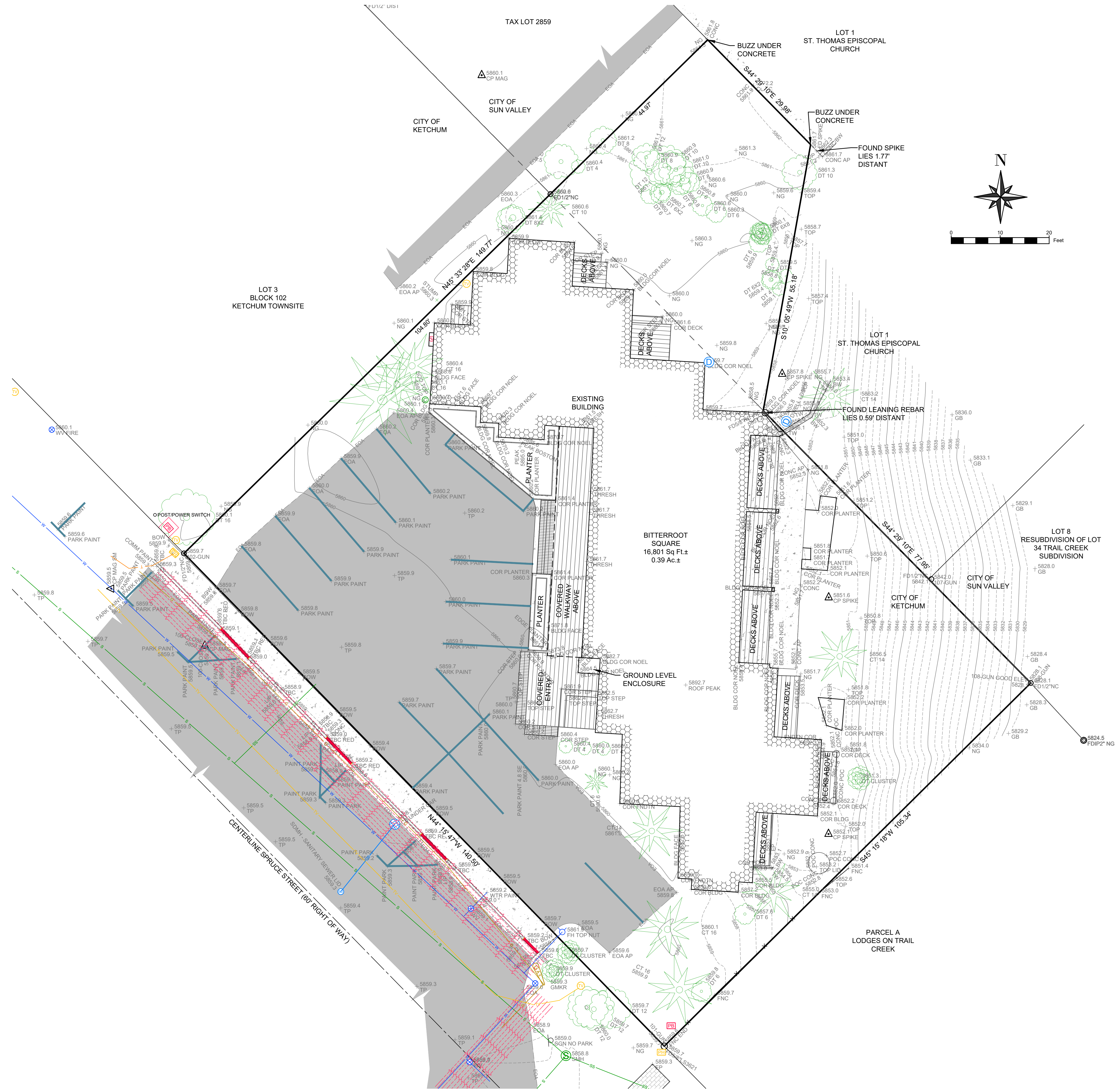
SITE CONTEXT



SITE CONTEXT



SITE PARAMETERS



LEGEND

- Property Line
- Adjoiner's Lot Line
- Centerline of Right of Way
- City Limits Line
- Covered Walkway
- Existing Structure
- Wood Deck
- Metal Grate Step
- EOA = Edge of Asphalt
- Asphalt
- Pavers
- Concrete
- 1' Contour Interval
- 5' Contour Interval
- Paint Striping
- Wall Line
- FNC = Fence Line
- Wood Planter Line
- Buried Power Line
- Water line per City of Ketchum Map
- Stormdrain Line
- Sewermain Line per City of Ketchum Map
- Sewer Service Line per City of Ketchum Map
- Buried Telephone Line
- Buried Cable Television Line
- Gas Line
- CP = Survey Control
- FD1/2" = Found 1/2" Rebar
- FD5/8" = Found 5/8" Rebar
- FDIP = Found Iron Pipe
- SGN = Sign
- SGN = Sign
- PBOX = Power Box
- PHBOX = Telephone Riser
- GMKR = Gas Marker
- WV = Water Valve
- FH = Fire Hydrant
- CB = Catch Basin
- DWELL LDSCP = Landscape Drywell
- SDMH = Stormdrain Manhole
- TVBOX = Cable Television Riser
- SCO = Sewer Cleanout
- SMH = Sewer Manhole
- CT = Coniferous Tree
- DT = Deciduous Tree
- DT CLUSTER = Deciduous Cluster
- AP = Angle Point
- BLDG = Building
- BOW = Back of Walk
- BW = Bottom of Wall
- COMM = Communication
- CONC = Concrete
- COR = Corner
- EP = Edge of Pavers
- FD = Found
- FNDTN = Foundation
- FL = Flowline of Gutter
- GB = Grade Break
- LIP = Lip of Gutter
- LS = Land Surveyor
- MAG = Magnetic Nail
- NC = No Cap
- NG = Natural Ground
- NOEL = No Elevation
- POC = Point on Curve
- TBC = Top Back of Curb
- THRESH = Threshold
- TOP = Top of Slope
- TP = Top of Pavement
- TW = Top of Wall
- WTR = Water

SURVEY NARRATIVE & NOTES:

- THE PURPOSE OF THIS MAP IS TO SHOW TOPOGRAPHIC FEATURES BASED ON FIELD WORK GATHERED ON 9/19 & 9/20, 2023, FOR SITE DESIGN AND THE CONTENT IS RELATIVE TO THE INTENDED USE. UNAUTHORIZED CHANGES OR ADDITIONS TO THE EXISTING DATA SHOWN ON THIS MAP IS STRICTLY PROHIBITED. ANY USES OF THIS MAP BEYOND THE STATED PURPOSE REQUIRES THE AUTHORIZATION OF PHILLIPS LAND SURVEYING, PLLC.
- THE BOUNDARY SHOWN IS BASED ON FOUND MONUMENTS AND THE PLAT OF BITTERROOT SQUARE, INSTRUMENT NUMBER 215265, RECORDS OF BLAINE COUNTY, IDAHO.
- VERTICAL CONTROL: NAVD 1988, PROJECT BENCHMARK IS THE TOP OF THE MAGNETIC NAIL SHOWN AS SURVEY CONTROL POINT 100, ELEVATION = 55859.36'
- UNDERGROUND UTILITIES SHOWN ARE A COMBINATION OF CITY OF KETCHUM UTILITY MAPS AND ABOVE GROUND VISIBLE UTILITY FEATURES. DIGLINE OR PRIVATE UNDERGROUND UTILITY LOCATING SERVICE SHOULD BE CONTACTED PRIOR TO ANY EXCAVATION.
- DURING THE COURSE OF THIS SURVEY IT WAS OBSERVED THAT THE PROPERTY APPEARS TO BE WITHIN THE CITY OF KETCHUM AND WITHIN THE CITY OF SUN VALLEY, BASED ON THE ABOVE LISTED PLAT FOR THE SUBJECT PROPERTY. IT ALSO APPEARS, BASED ON THE SIZE AND SHAPE OF THE BUILDING, THAT UNITS WERE ADDED, HOWEVER, A REPLAT OF THE CONDOMINIUM UNITS DOES NOT APPEAR TO HAVE TAKEN PLACE BASED ON PUBLIC RECORD.
- STUMPS EXIST ON THE PROPERTY, HOWEVER, WERE NOT LOCATED AS A PART OF THIS SURVEY.
- IRRIGATION CONTROL BOXES WERE NOT OBSERVED DURING THE COURSE OF THIS SURVEY.
- THE PORTION OF THE PROPERTY WITHIN THE CITY OF KETCHUM IS 14,734 Sq. Ft. ± (0.34 Ac. ±) AND THE PORTION WITHIN THE CITY OF SUN VALLEY IS 2,067 Sq. Ft. ± (0.05 Ac. ±).



REUSE OF DRAWINGS
This map, or any portion thereof, shall not be used on any Project or extensions of this Project except by agreement in writing with Phillips Land Surveying, PLLC

NO	DATE	BY	REVISIONS
1	04/22/26	MEP	NOTE 8 ADDED FOR PROPERTY AREAS

PHILLIPS LAND SURVEYING, PLLC
 HALEY, IDAHO
 Phone: (208) 720-3760
 Email: pls16670.id@gmail.com

A TOPOGRAPHIC MAP SHOWING
BITTERROOT SQUARE
 LOCATED WITHIN SECTION 18, T.4 N., R.18 E., B.M.
 CITY OF KETCHUM & CITY OF SUN VALLEY, BLAINE COUNTY, IDAHO
 PREPARED FOR GALENA PEAK PARTNERS

PROJECT DIRECTORY

DEVELOPER

SUNDANCE RS DEVCO LLC
PO BOX 5023
KETCHUM, ID 83340
CONTACT ARCHITECT FOR
ALL CLIENT COMMUNICATION

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PROJECT DATA

LEGAL OWNER SUNDANCE R3 DEVCO LLC
OWNER'S ADDRESS 200 SPRUCE STREET
KETCHUM, ID, 83340
RPK0728000010

SITE INFORMATION

LEGAL DESCRIPTION:
BITTERROOT SQUARE CONDOS UNIT 1-9 PARCEL

CODE: 2018
ZONING: CC-2 COMMUNITY CORE- MIXED USE
CURRENT USE: COM. TENANT BLDG
PROPOSED USE: RESIDENTIAL

SETBACKS REQUIRED: SOUTH (SPRUCE AVE): AVERAGE OF 5'-0" (26'-0" PROPOSED)
WEST SIDE: 0'-0" (6'-2 1/2" PROPOSED)
EAST SIDE: 0'-0" (3'-7 1/4" PROPOSED)
NORTH (REAR): 0'-0" (45'-3 1/2" PROPOSED SUPPORT COLUMNS TO BUILDING)

HT LIMITATION 42' (PROPOSED 41'-7 5/8")

AVERAGE GRADE ALONG ALL PROPERTY LINE:

PROPERTY CORNERS: 5859.7'
5859.7'
5828.1'
5859.0'
5861.7'
5861.8'
35,130.0'
35,130.0/6 = 5855.0'

USE OCCUPANCY: RESIDENTIAL: GROUP R-2
PARKING: GROUP U / S-2

CONST. TYPE TYPE II-B (SPRINKLERED)

FLOOR LIVE LOAD: 100 PSF, 40 PSF RESIDENTIAL
ROOF LIVE LOAD: 100 PSF (SNOW LOAD)
SEISMIC ZONE: D1
WIND LOADS: 115 MPH 3 SECOND GUST (ULT)

CATEGORY II
IMPORTANCE FACTOR = 1

CODE COMPLIANCE: IBC 2018
IRC 2018
IECC 2018
CMEC 2018
IPMC 2018
IFC 2018

PROVIDE REQUIRED UNDER FLOOR VENTING/
RADON MITIGATION AS REQUIRED.

PROVIDE REQUIRED UNDER FLOOR VENTING
MOLD MITIGATION AS REQUIRED

PROVIDE UNDER FLOOR (CRAWL SPACE)
VENTILATION OF 1 CFM PER 150 SF OF FLOOR AREA

BUILDING PROGRAM

SITE AREA = 16,801 SF
PROPOSED SF (GROSS):
BASEMENT LEVEL = 9,210.5 SF (INCLUDING RAMP)
GROUND LEVEL = 6,960 SF
SECOND LEVEL = 6,130 SF
THIRD LEVEL = 1,503.6 SF
TOTAL ABOVE GRADE = 14,593.6 SF

LOT COVERAGE = 41.4%
AVERAGE 5' SETBACK ALONG SPRUCE
REQUIRED = 702.5 SF
PROPOSED = 1,721.2 SF

PROPOSED PROGRAM SQUARE FOOTAGE BREAKDOWN:

UNIT 1 = 3,770.3 SF NET
UNIT 2 = 3,725.3 SF NET
UNIT 3 = 4,220.5 SF NET

COMMON AREA/MECH = 2,096 SF NET

FAR CALCULATION:

TOTAL AREA = 14,593.6 SF
SITE AREA = 16,801 SF

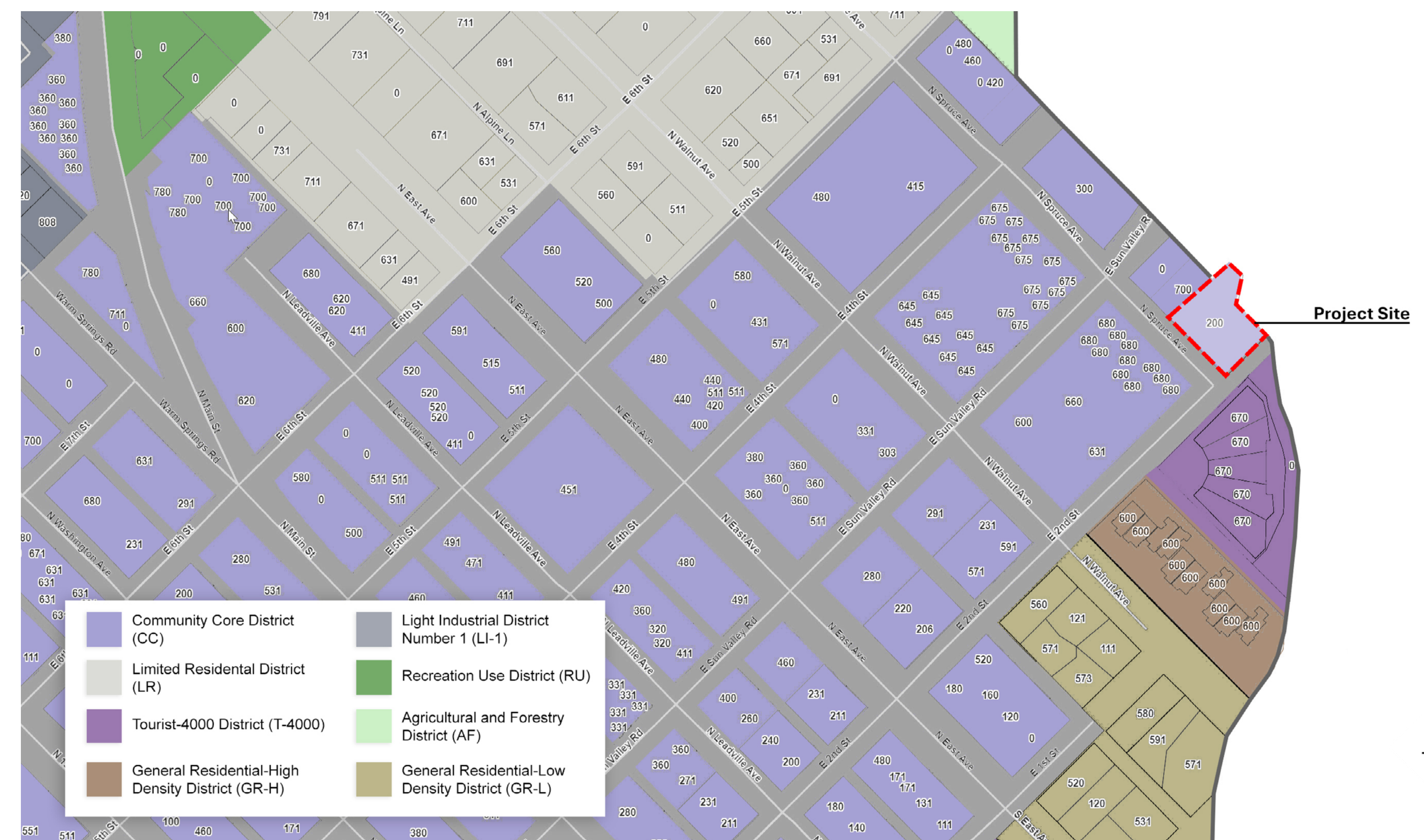
PROPOSED GROSS AREA FAR 0.868 (1.0)

SITE VICINITY

BITTERROOT SQUARE CONDOS UNIT 1-9, 200N SPRUCE ST, KETCHUM, ID



SITE VICINITY ZONING

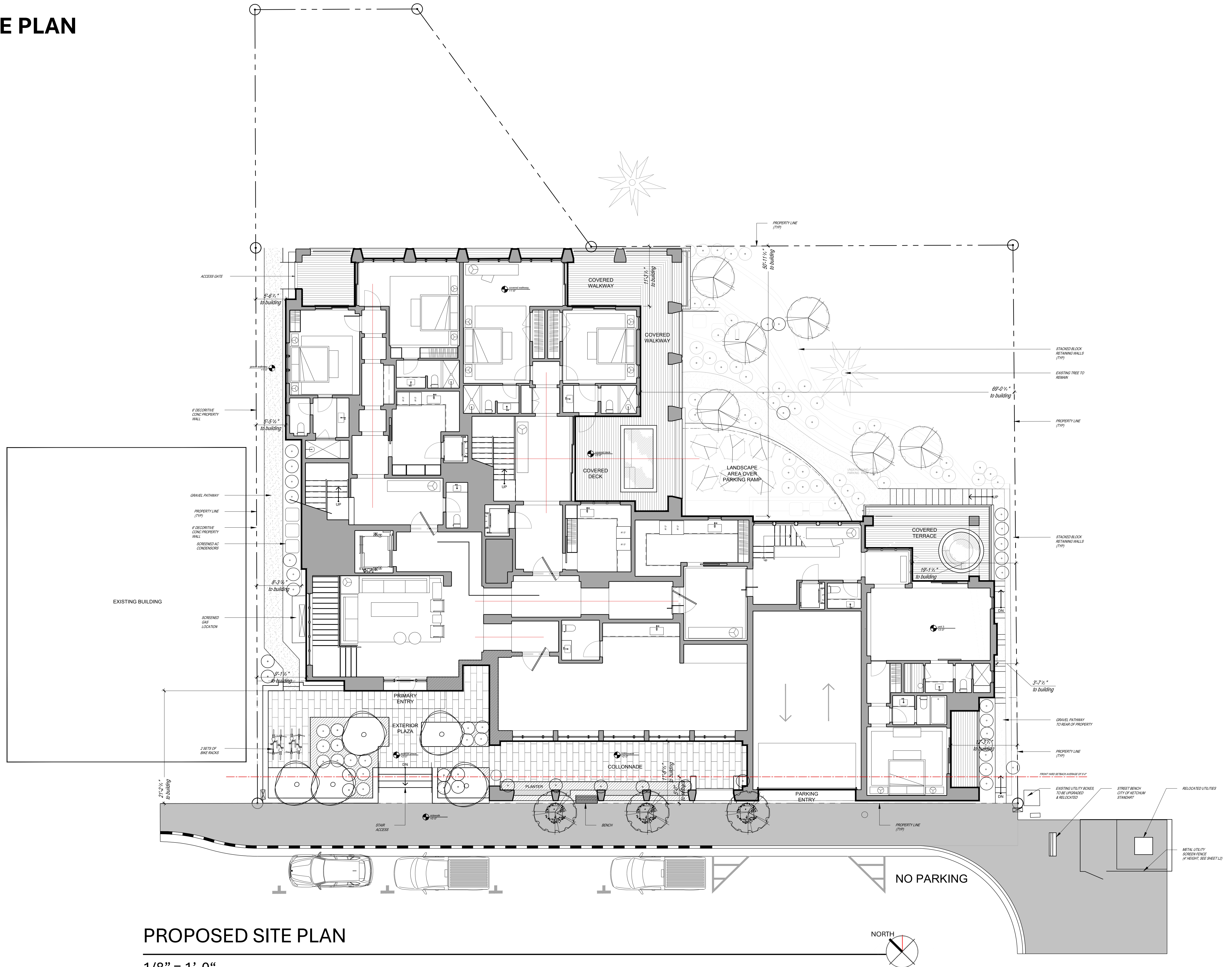


SITE RESPONSE

PROPOSED DEVELOPMENT

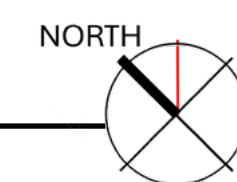


PROPOSED SITE PLAN



PROPOSED SITE PLAN

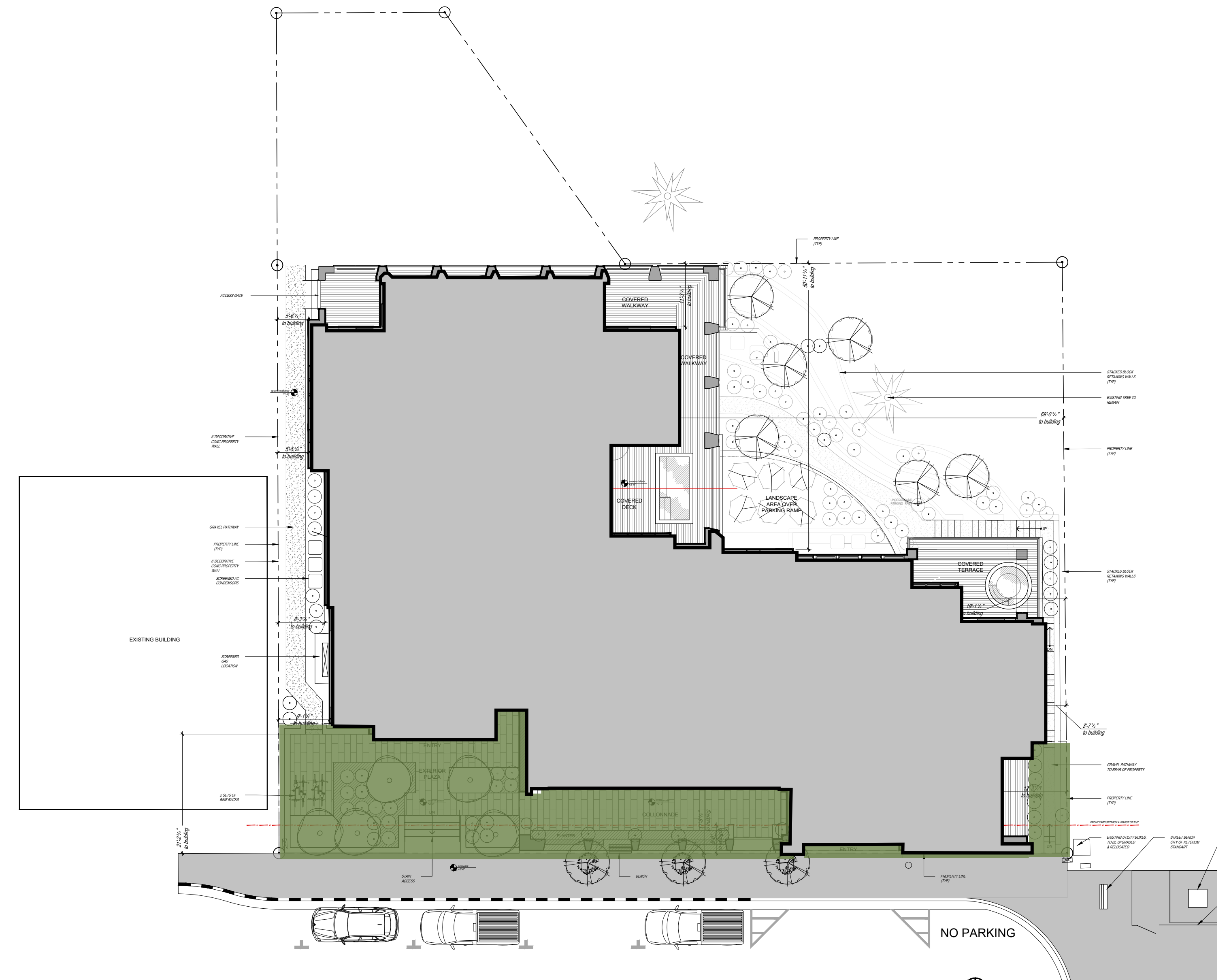
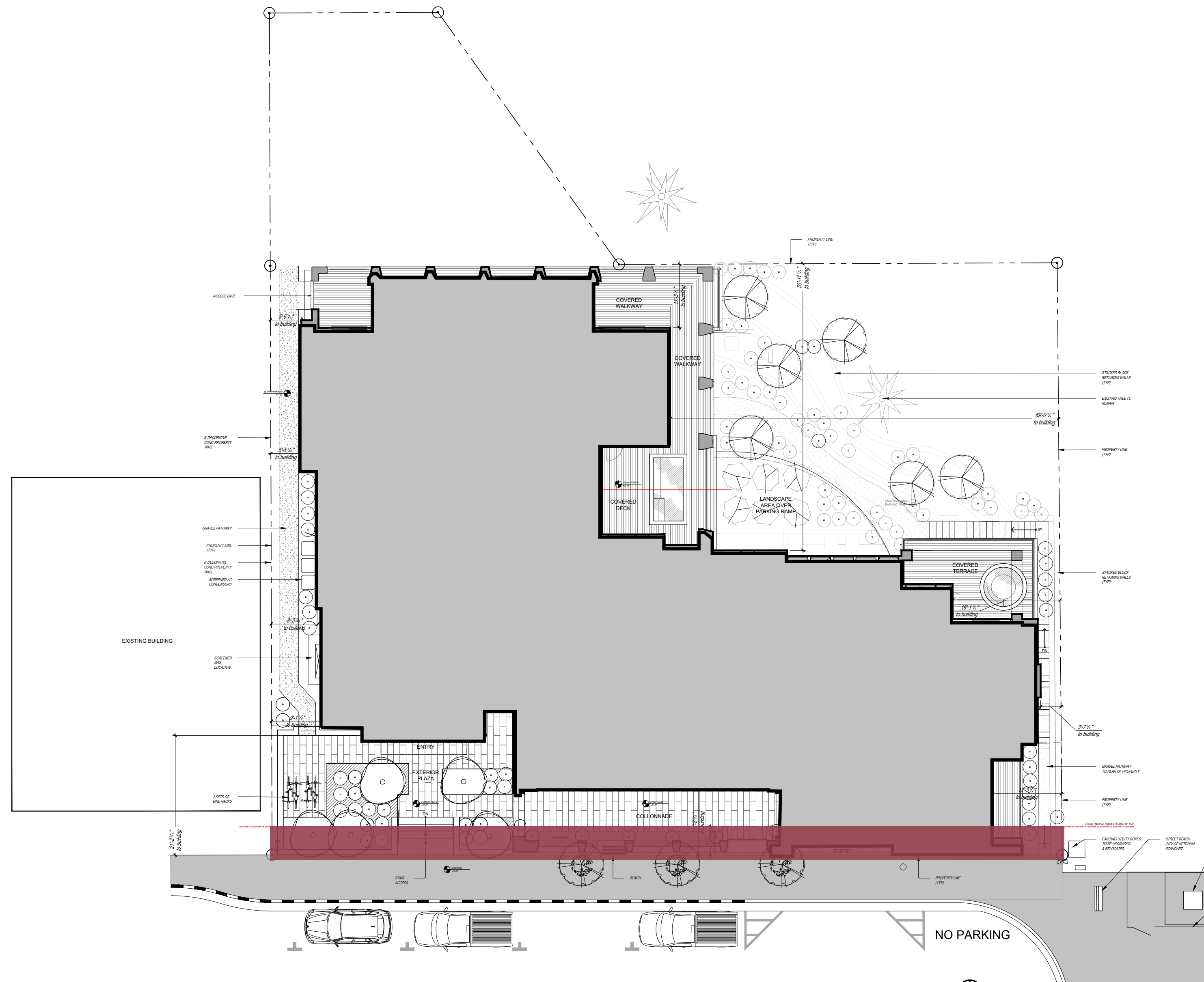
1/8" = 1'-0"



PROPOSED SITE PLAN & ZONING REQUIREMENTS

REQUIRED SETBACK (AVERAGE OF 5'-0") = 702.5 SF

PROPOSED SETBACK AREA ALONG PROPERTY LINE = 1,721.2 SF



Zoning Parameters

Requirements

Proposed

Setbacks:

Front (South, Spruce Street)

Average of 5'-0"

5'-0" plus plaza depth

Side Setback (East/ West)

0'-0"

3'-7" on East, 6'-2" on West

Rear Setback (North)

0'-0"

45'-3 1/2" Proposed Support Columns 9'-3" to Building

Setback Summary

Required Setback Area (Average of 5'-0")

702,5 SF

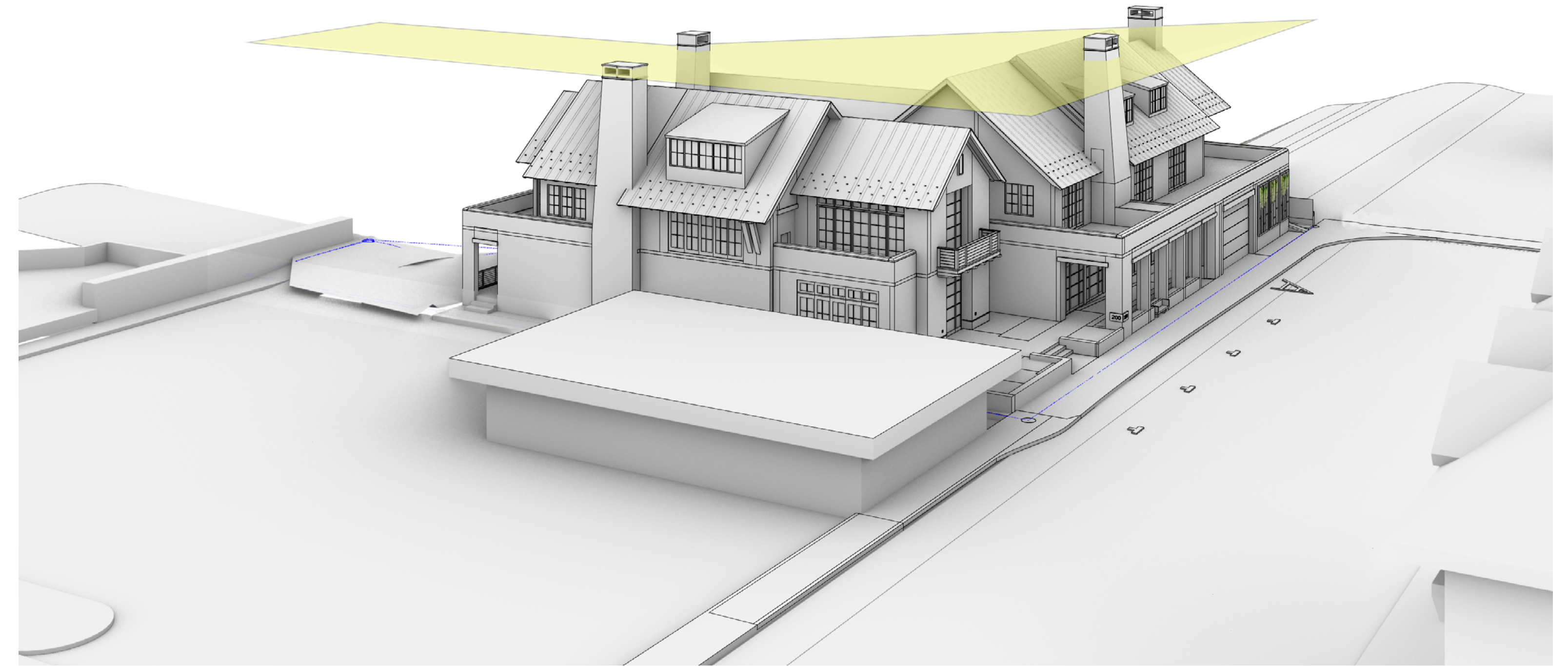
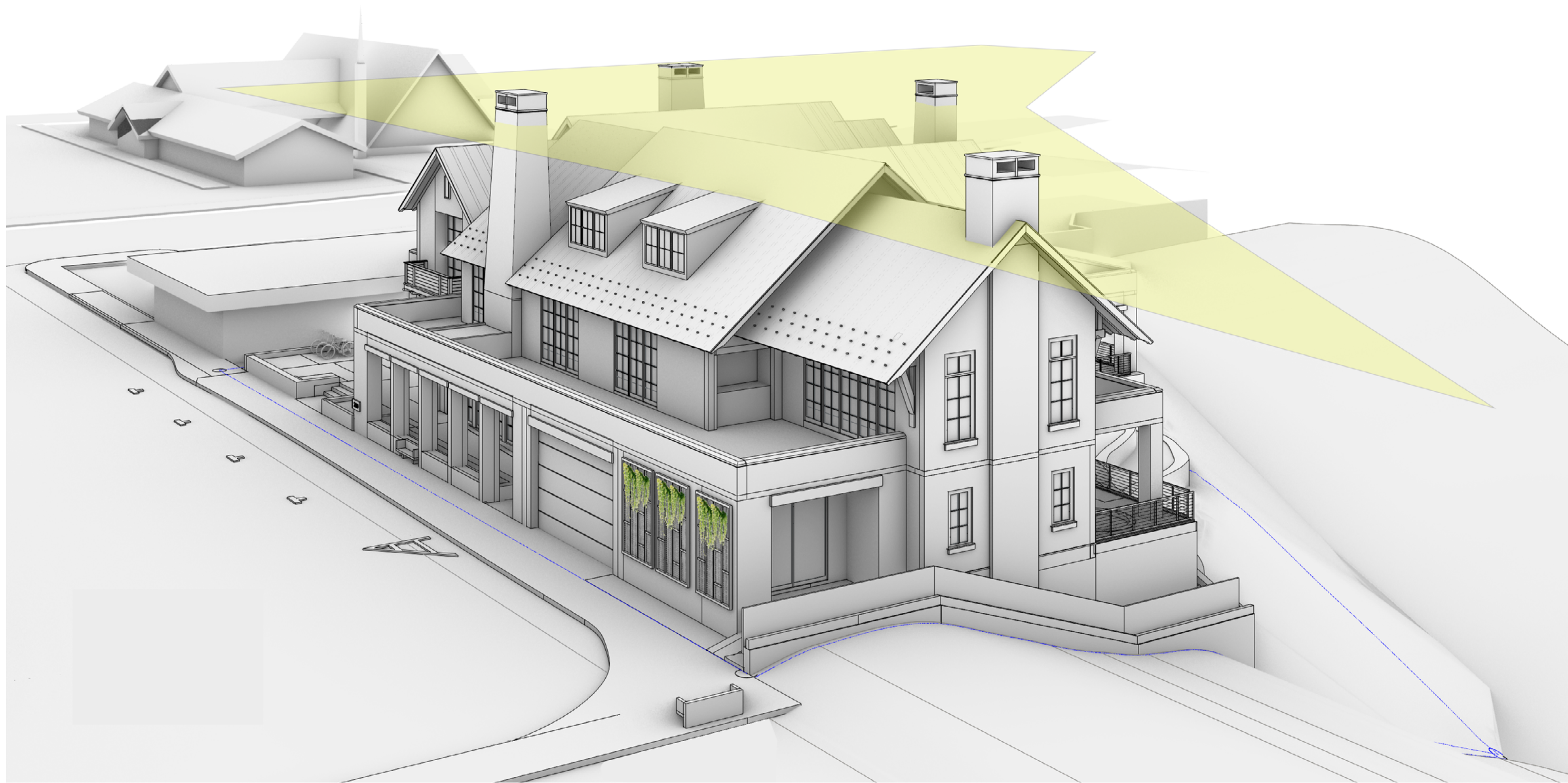
Proposed Setback Area:

1,721.2 SF

Provided setback area is greater than required setback area.

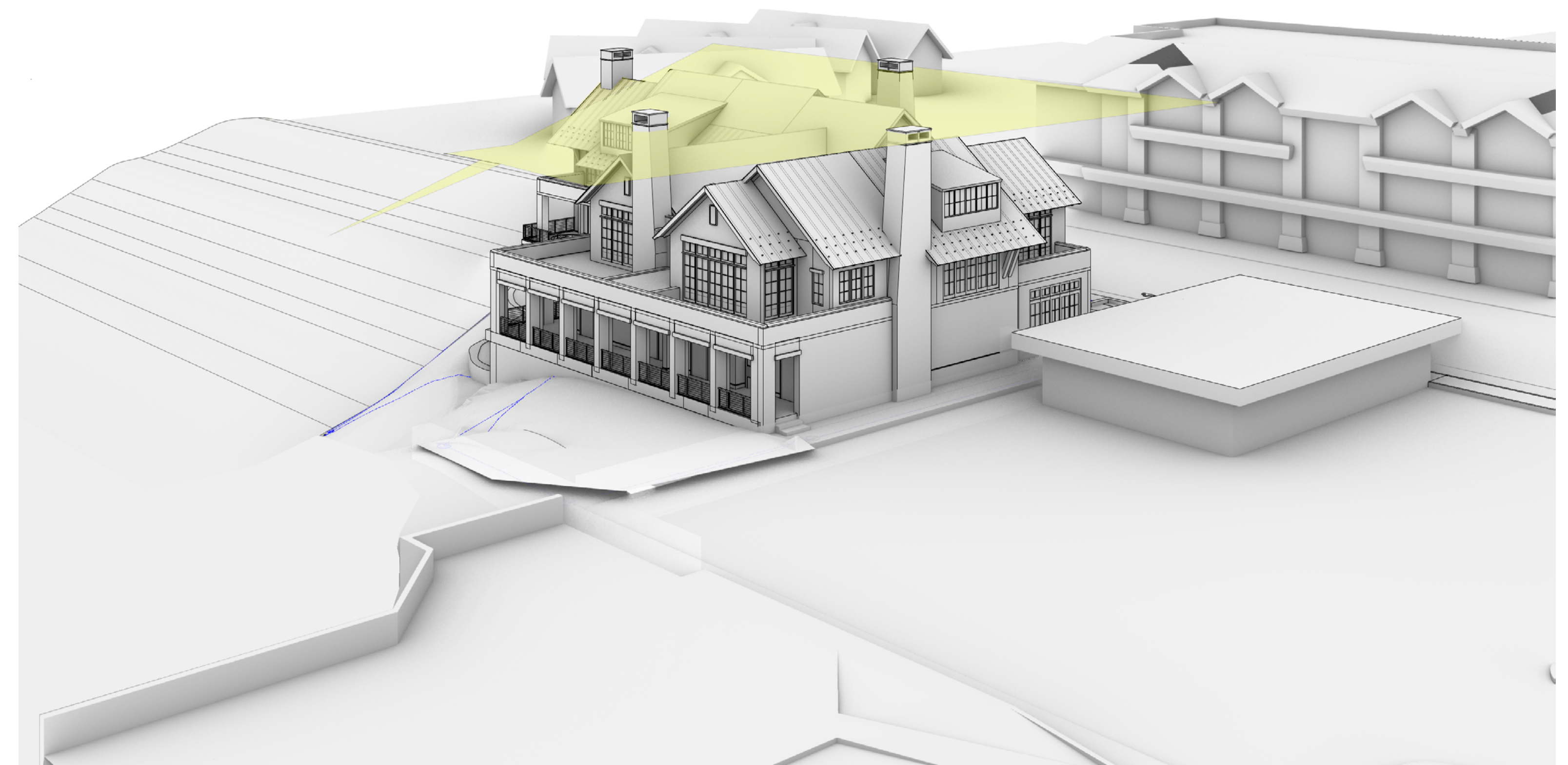
245%

PROPOSED SITE PLAN & ZONING REQUIREMENTS

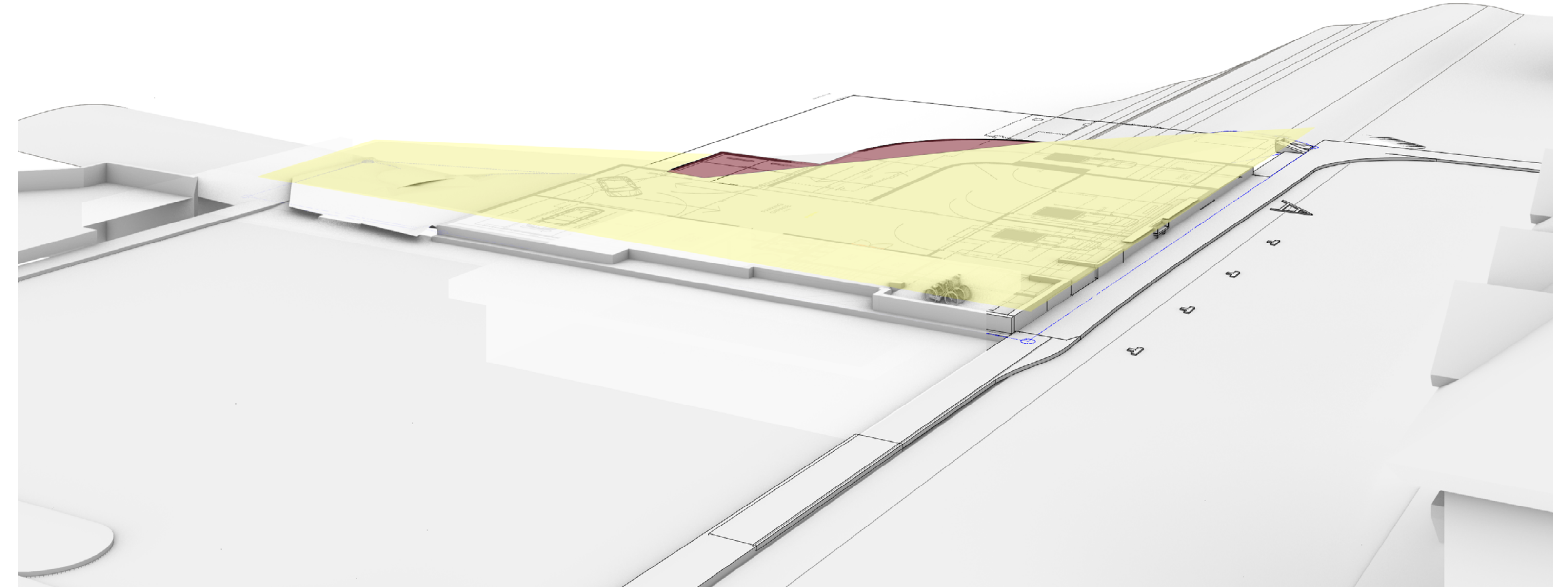
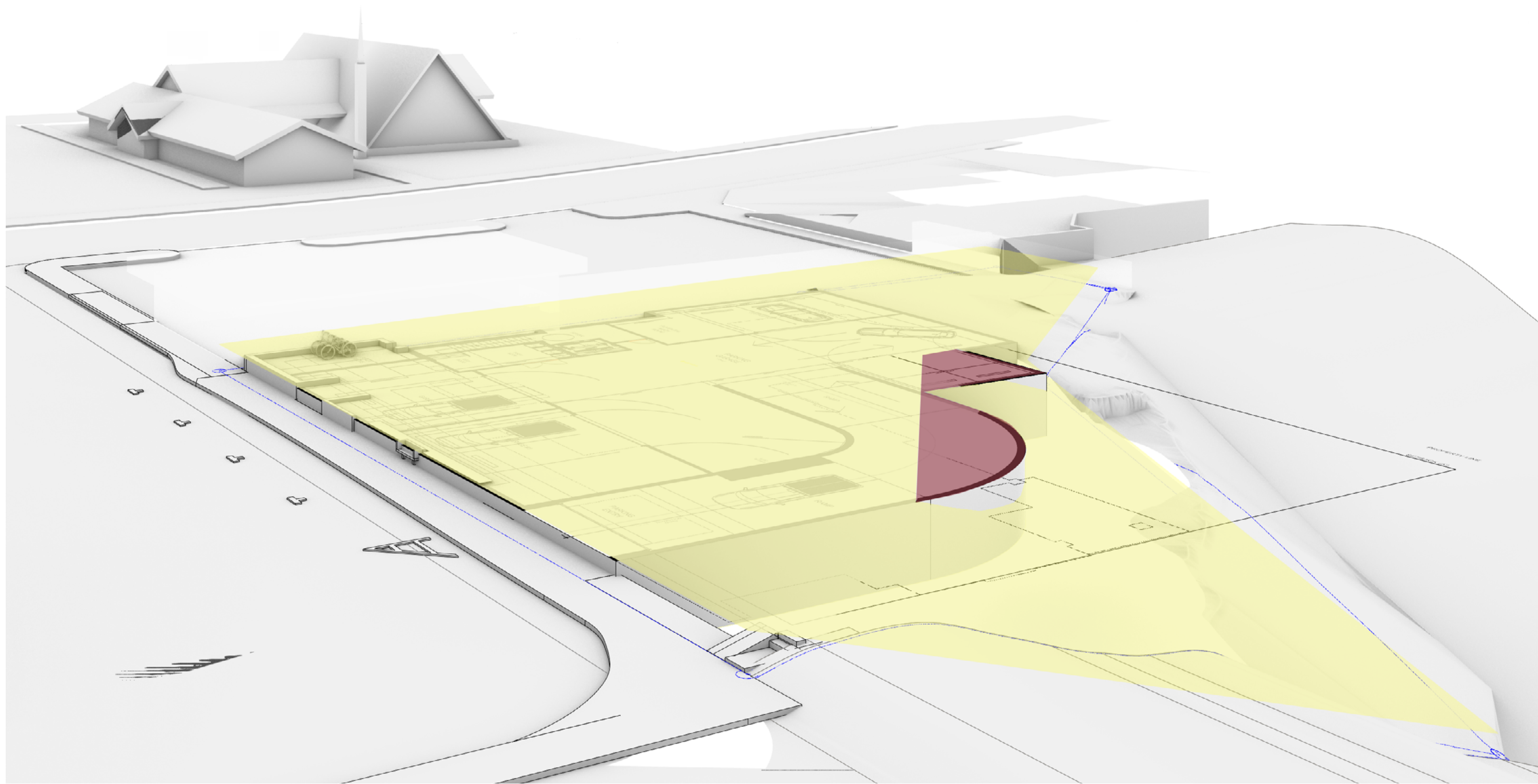


BUILDING HEIGHT LIMITATIONS

Zoning Parameters	Requirements	Proposed
Building Height Limitation:	42' - 0" max (<i>show in yellow</i>)	41'-7 5/8"
Allowable FAR:	1.0	0.868
Use Occupancy:	Residential: Group R-2 Parking: Group U/ S-2	



PROPOSED SITE PLAN & ZONING REQUIREMENTS



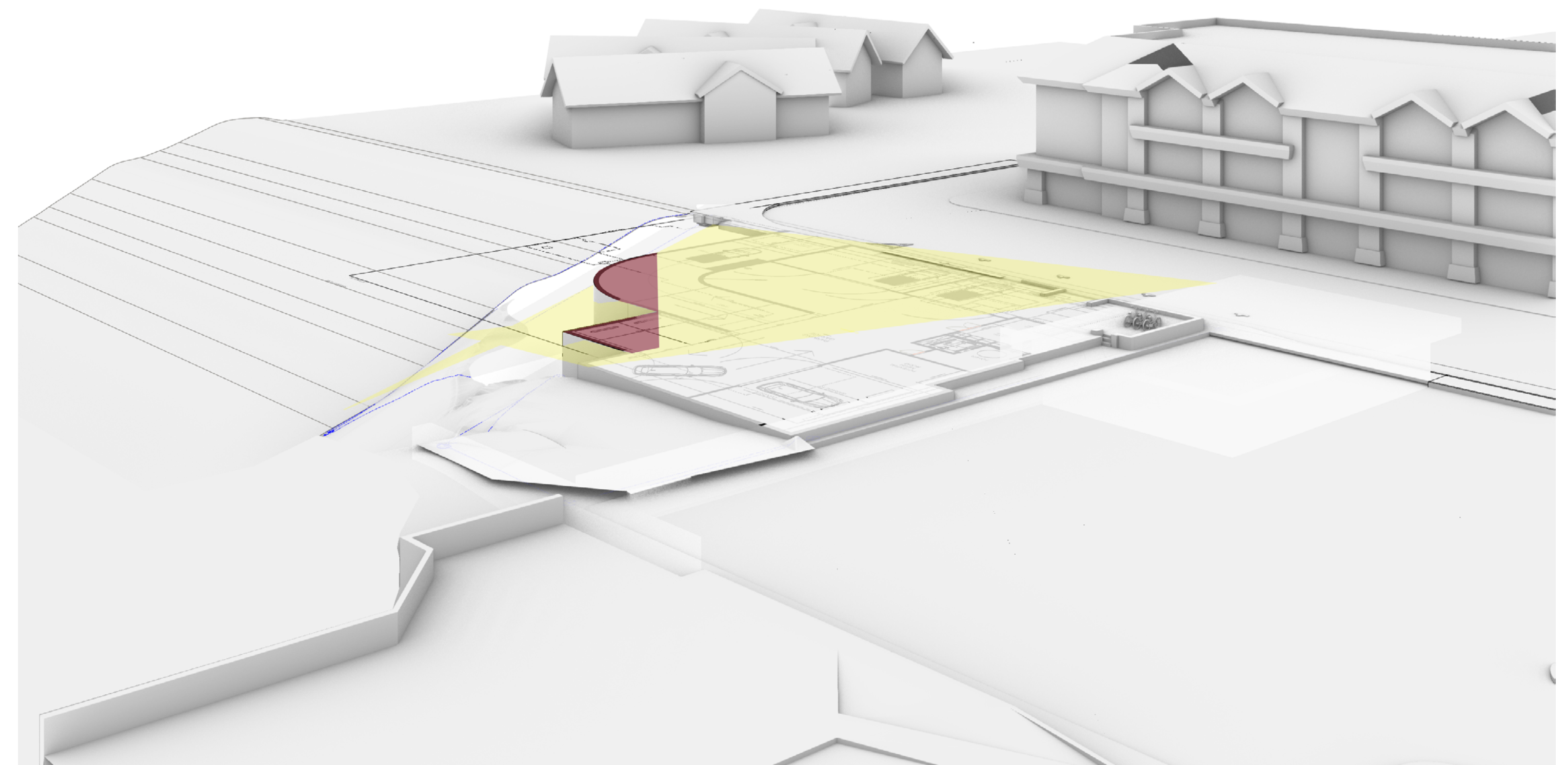
BASEMENT CEILING AREA COMPLIANCE ANALYSIS

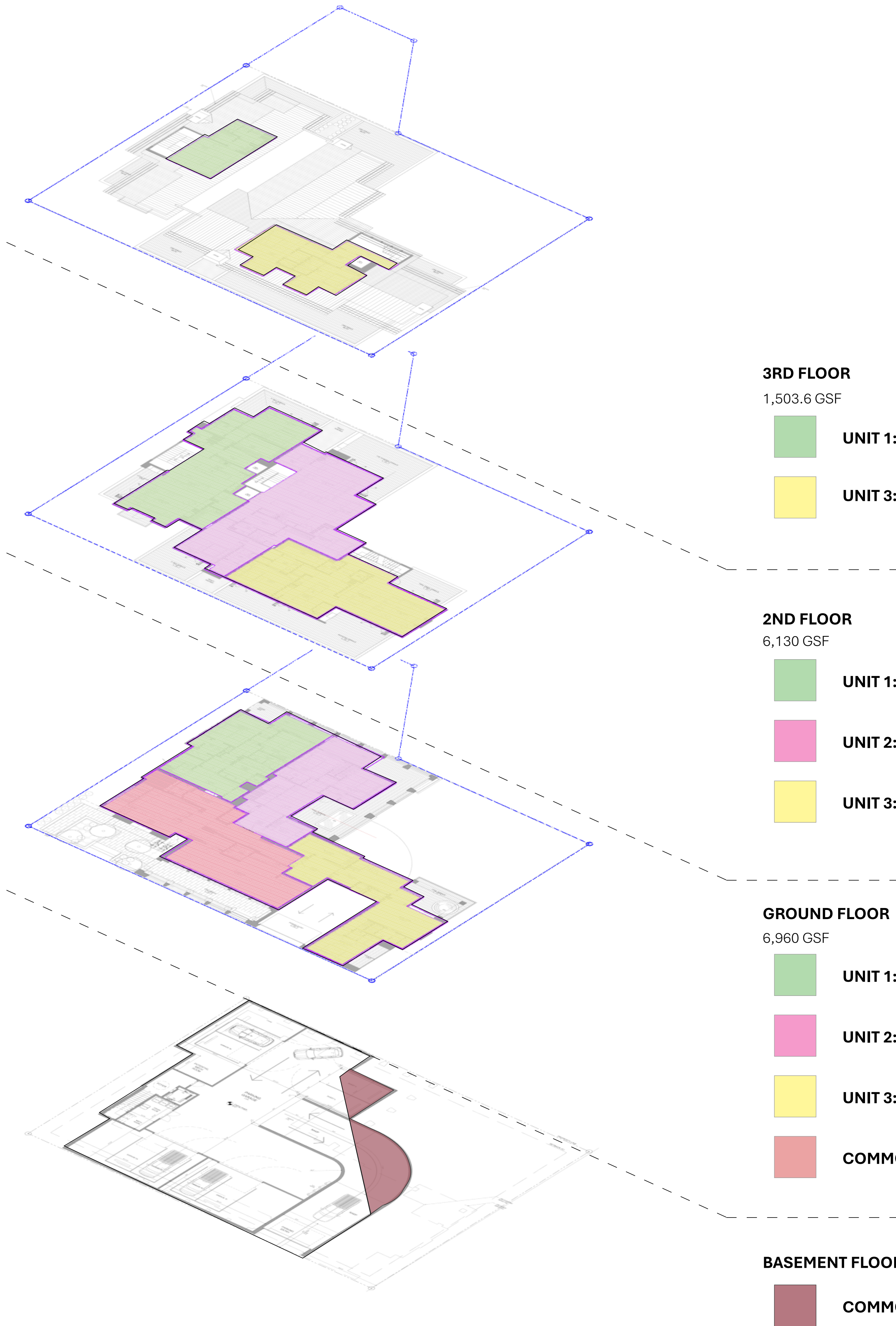
Required:
Minimum 75% of ceiling area located $\leq 4'-0"$ above Basement Plane (PER KMC §17.08.020)

Total Basement Ceiling Area: 9,210.5 SF

Area Above BIP + 4'-0": 861 SF (6.84%)

Compliant Ceiling Area: 8,349.5 SF (90.66%)





3RD FLOOR

1,503.6 GSF

- UNIT 1: 541.1 SF**
- UNIT 3: 962.5 SF**

2ND FLOOR

6,130 GSF

- UNIT 1: 1,808 SF**
- UNIT 2: 2,304 SF**
- UNIT 3: 1,756 SF**

GROUND FLOOR

6,960 GSF

- UNIT 1: 1,421.2 SF**
- UNIT 2: 1,421.3 SF**
- UNIT 3: 1,502 SF**
- COMMON/MECH: 2,096 SF**

BASEMENT FLOOR

- COMMON SPACE: 9,210.5 SF**

FAR DIAGRAM						
INDIVIDUAL UNITS - FLOOR BY FLOOR						
FLOOR	UNIT 1 (SF)	UNIT 2 (SF)	UNIT 3 (SF)	COMMON/MECH (SF)	TOTAL NET (SF)	GROSS SF
BASEMENT FLOOR	-	-	-	861 - 9.34% of basement sqft.	0	9,210.5 (including ramp)
GROUND FLOOR	1,421.2	1,421.3	1,502	2,096	6,440.5	6,960
2ND FLOOR	1,808	2,304	1,756	-	5,868	6,130
3RD FLOOR	541.1	-	962.5	-	1,503.6	1,503.6
TOTALS BY UNIT	3,770.3	3,725.3	4,220.5	2,096	13,812.1	14,593.6
TOTAL FAR AREA:	14,593.6 SF					
LOT AREA:	16,801 SF					
FAR:	0.868					



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DOCUMENT DATE
February 24, 2026

DRAWN BY
Nathan Schutte

REVISION
No. Date Remark
04/28/26 Revised
06/10/26 Revised
06/17/26 Revised

PLANT LEGEND

symbol	quan	description	planted size
Deciduous Trees			
	11	Columnar Armstrong Maple - <i>Acer rubrum 'Armstrong'</i>	(4) 3" Cal. (7) 2" Cal.
	3	New Horizon Elm - <i>Ulmus davidiana 'New Horizon'</i>	4" Cal.
	6	Accent Shrubs Ginnala Maple - <i>Acer tataricum</i>	15 Gal.
	13	Shrub Massing Peking Cotoneaster - <i>Cotoneaster lucidus</i> Diablo Ninebark - <i>Physocarpus opulifolius 'Diablo'</i> Snowmound Spirea - <i>Spiraea x nipponica 'Snowmound'</i> Tor Birchleaf Spirea - <i>Spiraea betulifolia 'Tor'</i> Common Snowberry - <i>Symphoricarpos albus</i>	5 Gal.
	124	Ornamental Grasses & Perennials Reed Grass - <i>Calamagrostis x a. 'Karl Foerster'</i> Flame Grass - <i>Miscanthus sinensis</i> Red Fescue - <i>Festuca rubra</i> Blue Oat Grass - <i>Helictotrichon sempervirens</i> Black Eye Susan - <i>Rudbeckia hirta</i> Lavender - <i>Lavandula</i> Salvia - <i>Salvia divinorum</i>	1 Gal.
	6	Steel Trellis With Vines Virginia Creeper - <i>Parthenocissus quinquefolia</i>	5 Gal.
	1,000 Sq.Ft.	Native Grasses Native Idaho Fescue Blend "Cabin Mix"	Hydroseed

EXISTING TREE LEGEND

- Existing Trees (To Remain)
- Existing Trees (To Be Removed - 10 Total For Mitigation)
- Existing Shrubs (To Be Removed)

PLAN LEGEND

- Property Line (Per Survey)
- Existing 1' Contour (Per Survey)
- Existing To Be Removed
- Drystacked Stone Wall (4' Max Height)
- Compacted Gravel Access
- Concrete Pavers
- Concrete

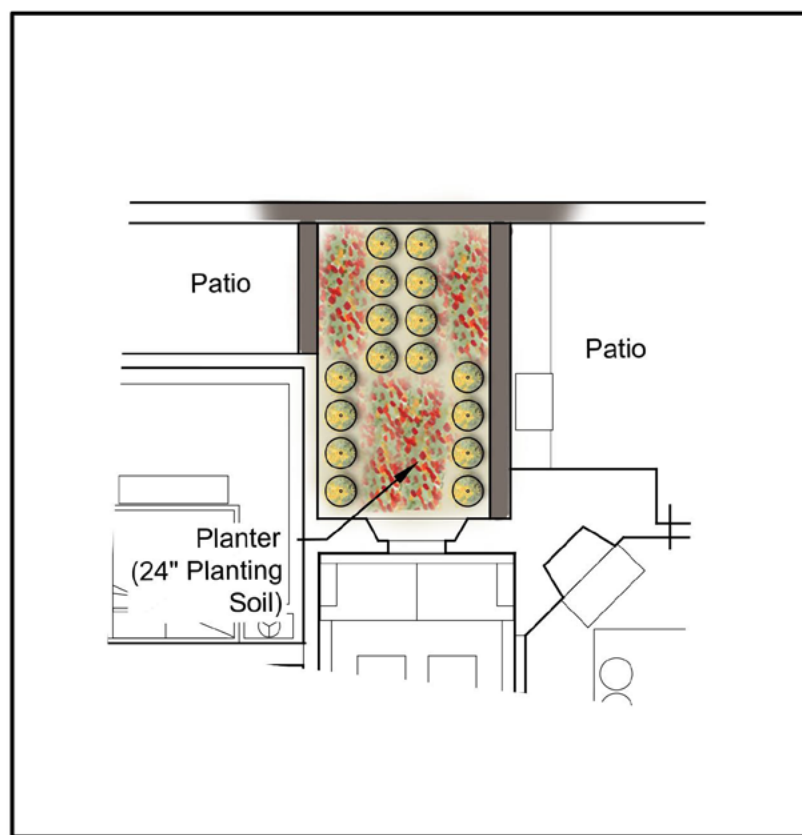
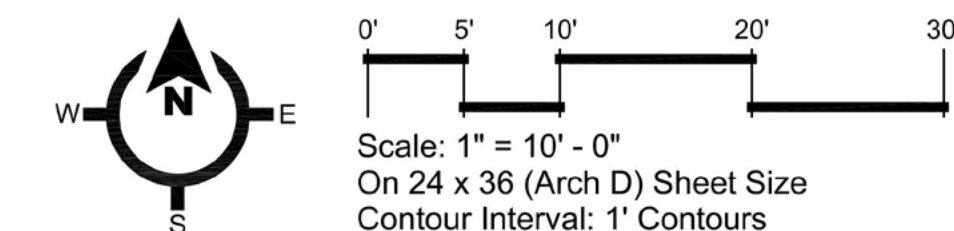
LANDSCAPE NOTES

- All disturbed areas shall be landscaped and drip irrigated with an automatic underground irrigation system.
- Native compatible plant material will be used to provide a drought tolerant, low water use, & low maintenance landscape to blend seamlessly with the surrounding landscape.
- Planting beds shall have 3" of 'soil aid' bark.

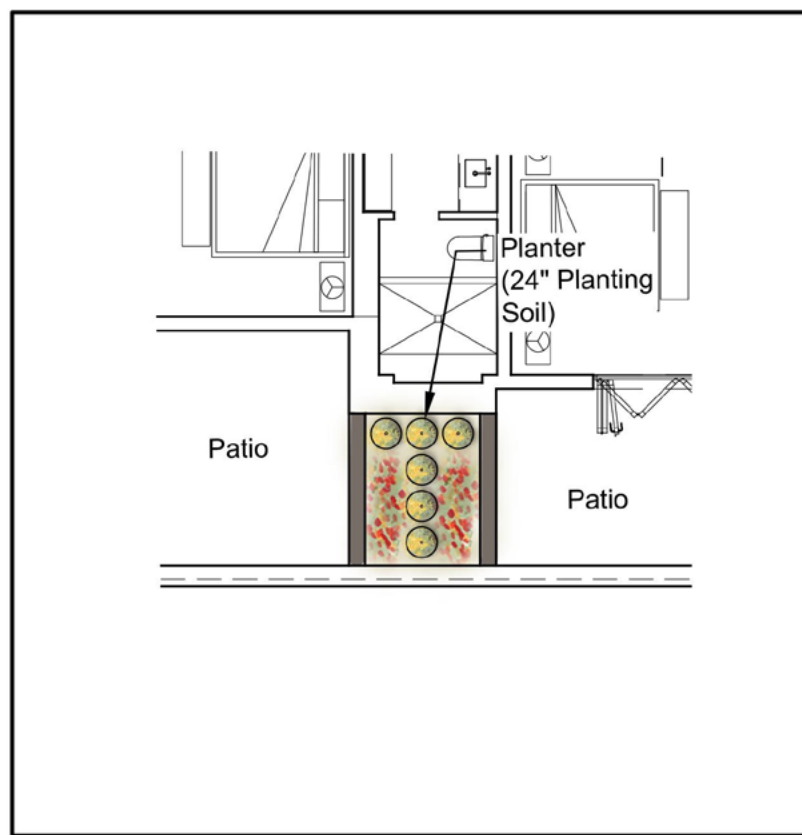
IRRIGATION NOTES

- Verify utility locations prior to starting irrigation.
- Irrigation system to be automatically controlled with smart controller and rain sensor for a water wise system.
- This is a Drip irrigation only system and shall be installed at the base of all plantings & trees.
- Irrigation supply connected to the units domestic water system. The point of connection will include an approved backflow prevention device and water meter.

NOTE: ALL PATHWAYS TO BE HEATED, NO SNOW STORAGE REQUIRED.



RT1 - UPPER FLOOR PLANTER



RT2 - UPPER FLOOR PLANTER



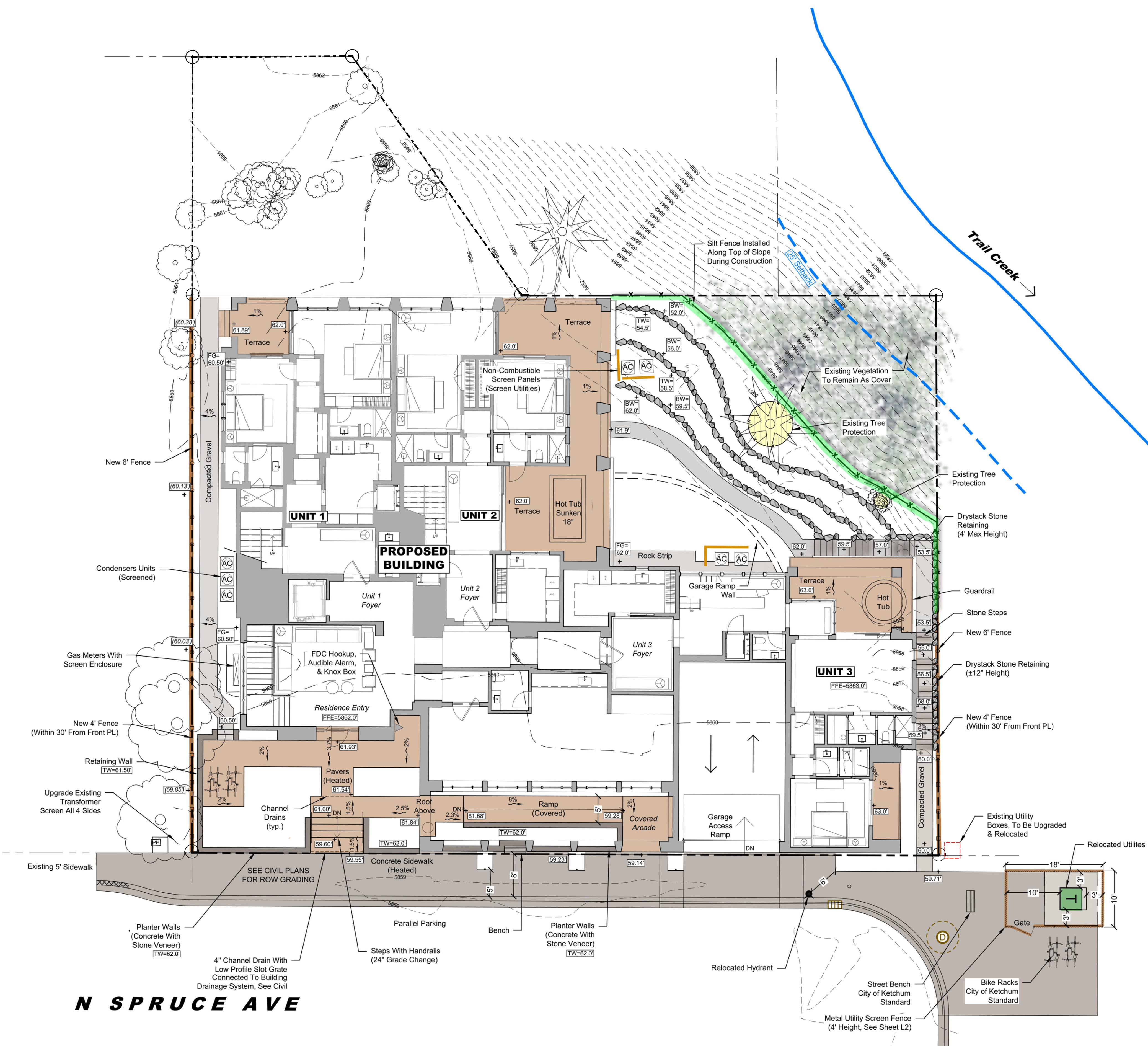
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DOCUMENT DATE
February 24, 2026

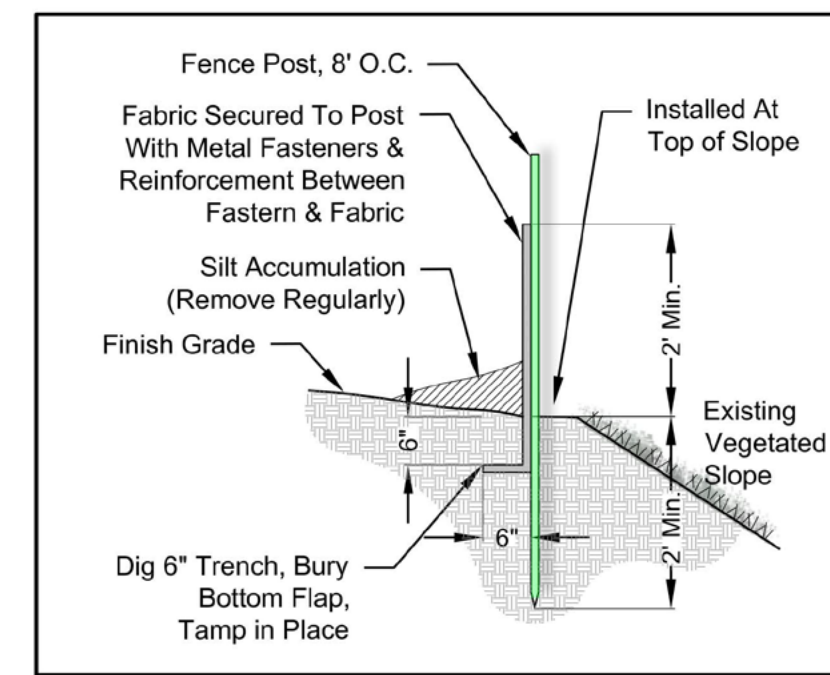
DRAWN BY
Nathan Schutte

REVISION

No.	Date	Remark
04/28/26	Revised	
06/10/26	Revised	
06/17/26	Revised	



METAL UTILITY SCREEN FENCE



Detail 1: Silt Fence N.T.S.

GRADING LEGEND

- Property Line** (Per Survey)
- Existing 1' Contour** (Per Drone Flight with Survey Ground Control)
- Silt Fence & Limits of Disturbance**
- Existing Tree Protection** (Green Construction Fencing)
- Proposed Drainage** (Slope Percentage And Direction)
- Proposed Spot Elevation**
- Existing Spot Elevation**
- Drystacked Stone Wall** (4' Max Height)
- Compacted Gravel Access**
- Concrete Pavers**
- Concrete**

GRADING NOTES

1. Landscape architect shall review grading on site prior to completion.
2. Existing topsoil shall be retained with vegetation and stockpiled for use in reestablishing revegetated areas.
3. The site is under 1 acre of disturbance so a SWPPP Plan is not required. However minor erosion control Best Management Practices (BMP's) will be used as needed.

GRADING ABBREVIATIONS

- FFE FINISHED FLOOR ELEVATION
- FG FINISHED GRADE
- TW TOP OF WALL

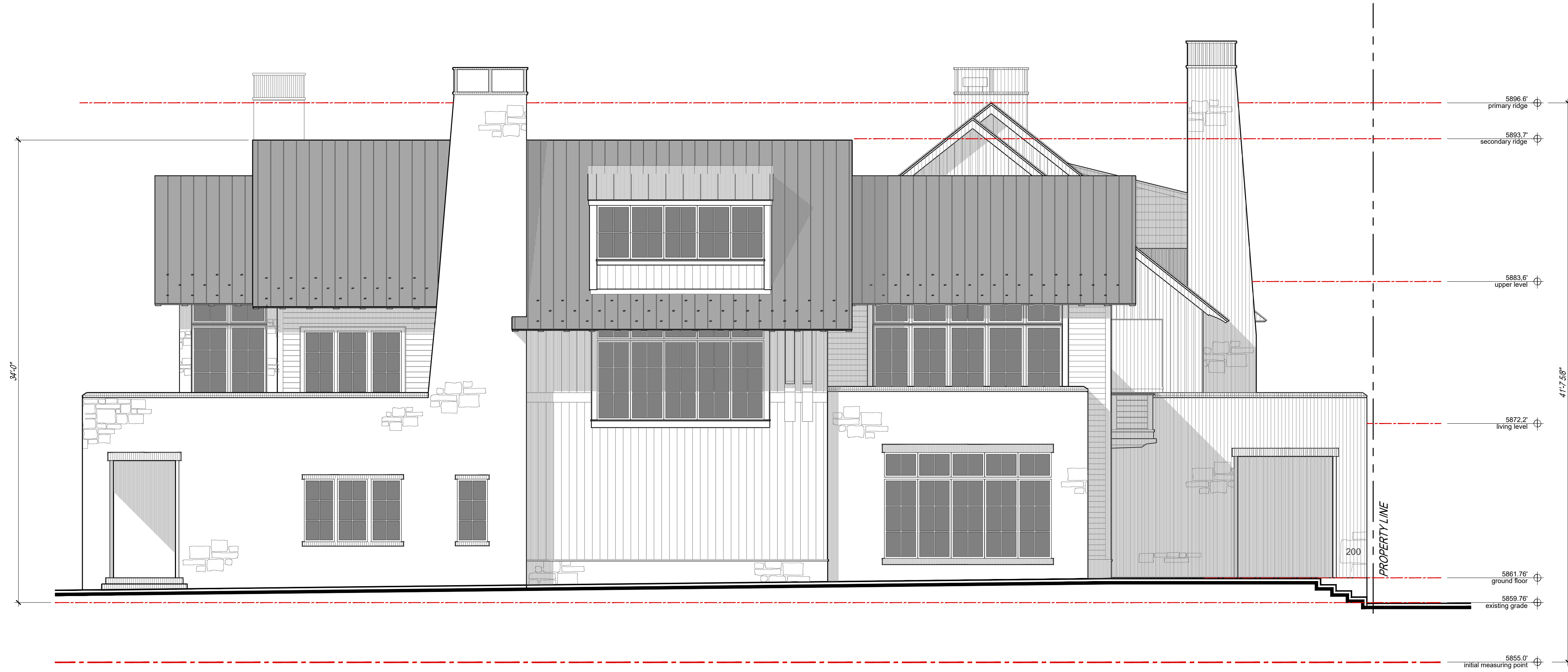


N SPRUCE AVE

ARCHITECTURAL INTENT

HISTORIC PRECEDENTS





2 SUN VALLEY ROAD ELEVATION (WEST ELEVATION)
SCALE: 3/16" = 1'-0"



1 SPRUCE AVENUE ELEVATION (SOUTH ELEVATION)
SCALE: 3/16" = 1'-0"

PROJECT: THE BITTERROOT
200 SPRUCE STREET
KETCHUM, IDAHO

DRAWING TITLE: ELEVATIONS

DATE: 14 JUNE 2026

JOB NO: 24160

SCALE: 3/16" = 1'-0"

DRAWING NO: A.201.0

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4 DOLLAR MOUNTAIN ELEVATION (EAST ELEVATION)
SCALE: 3/16" = 1'-0"



2 TRAIL CREEK ELEVATION (NORTH ELEVATION)
SCALE: 3/16" = 1'-0"

DRAWING TITLE
ELEVATIONS

PROJECT
THE BITTERROOT
200 SPRUCE STREET
KETCHUM, IDAHO

DATE
14 JUNE 2026

JOB NO.
24160

SCALE
3/8" = 1'-0"

DRAWING NO.
A.202.0

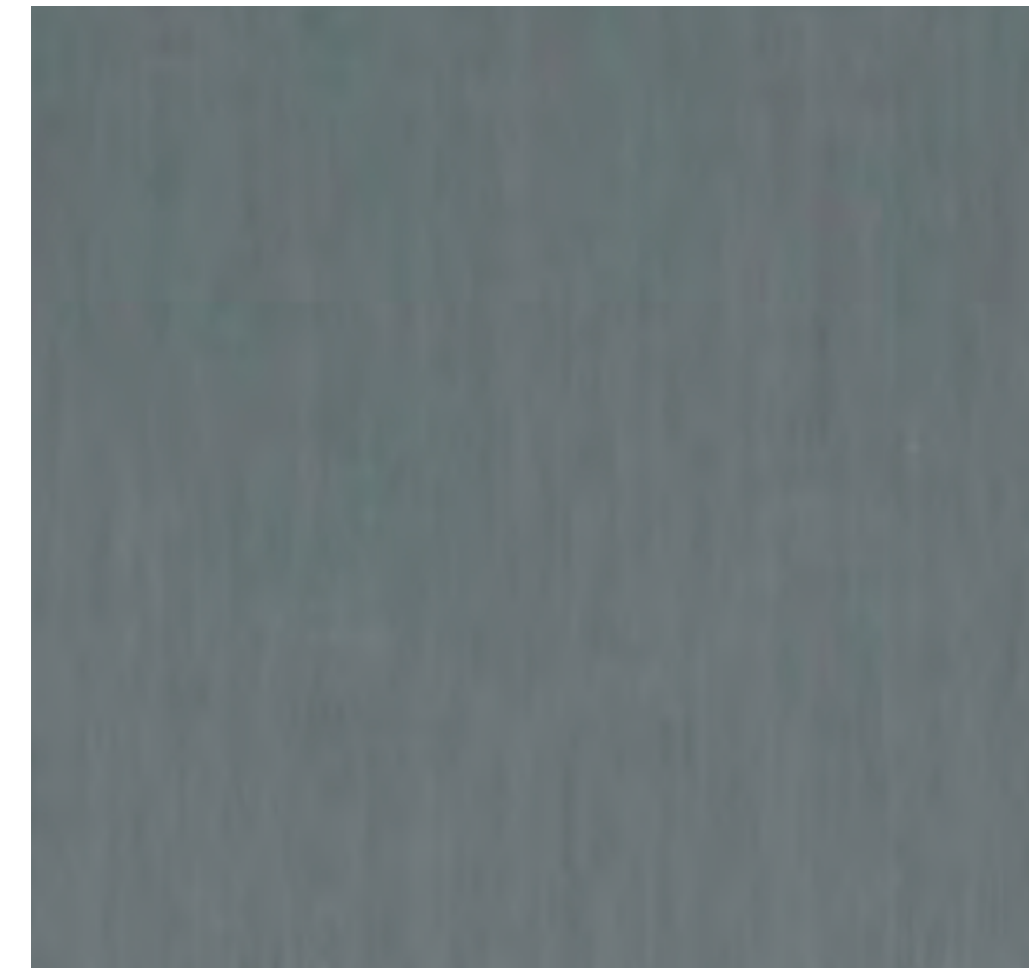
REVISIONS

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SEAL

CONSULTANT

PROPOSED COLOUR & MATERIAL PALETTE



STONE & TOOL STONE

Location: Exterior walls, interior walls

Descriptions:
Hayden Limestone | split & bedface
Tooled Stone

WOOD

Location: Exterior walls, interior walls

Descriptions:
ThermoWood Spruce | Rough Sawn

ZINC

Location: Roofing metal & accessories

Descriptions:
VMZinc Quartz-Zinc, standing seam

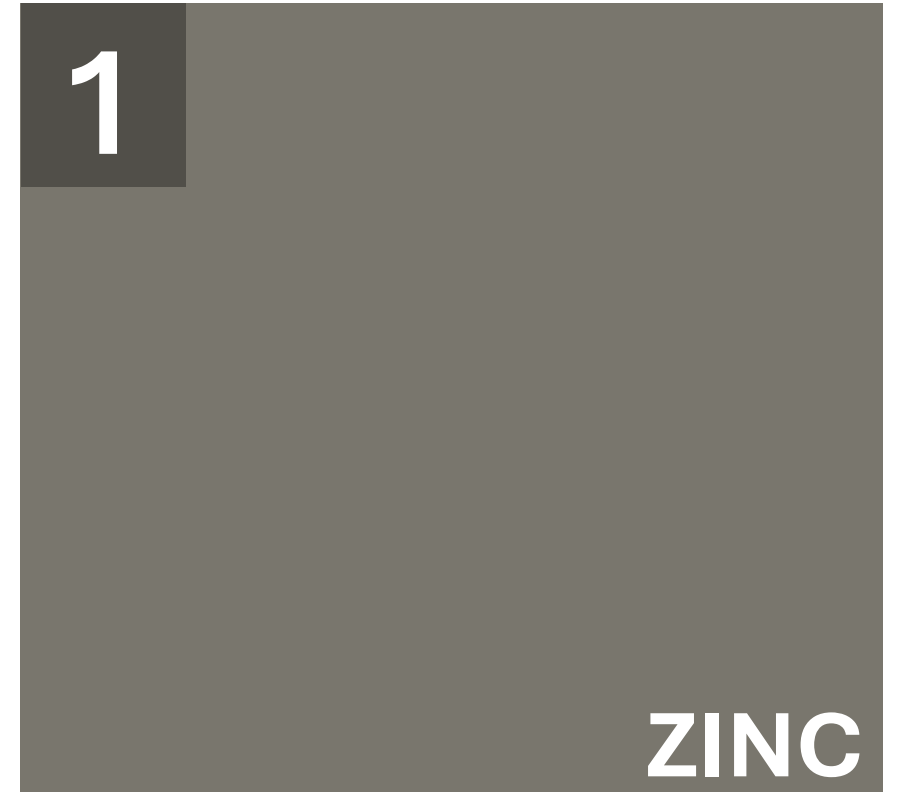
STEEL

Location: Fenestration frames, lintels,
chimney shrouds, miscellaneous

Descriptions:
Blackened cold rolled steel



PROPOSED ELEVATION - SPRUCE AVENUE





4

5

1

3

5

2

PROPOSED ELEVATION - SUN VALLEY ROAD



4

1

5

3

5

2

PROPOSED ELEVATION - TRAIL CREEK



- 4
- 5
- 1
- 5
- 3
- 5
- 2

PROPOSED ELEVATION - DOLLAR MOUNTAIN





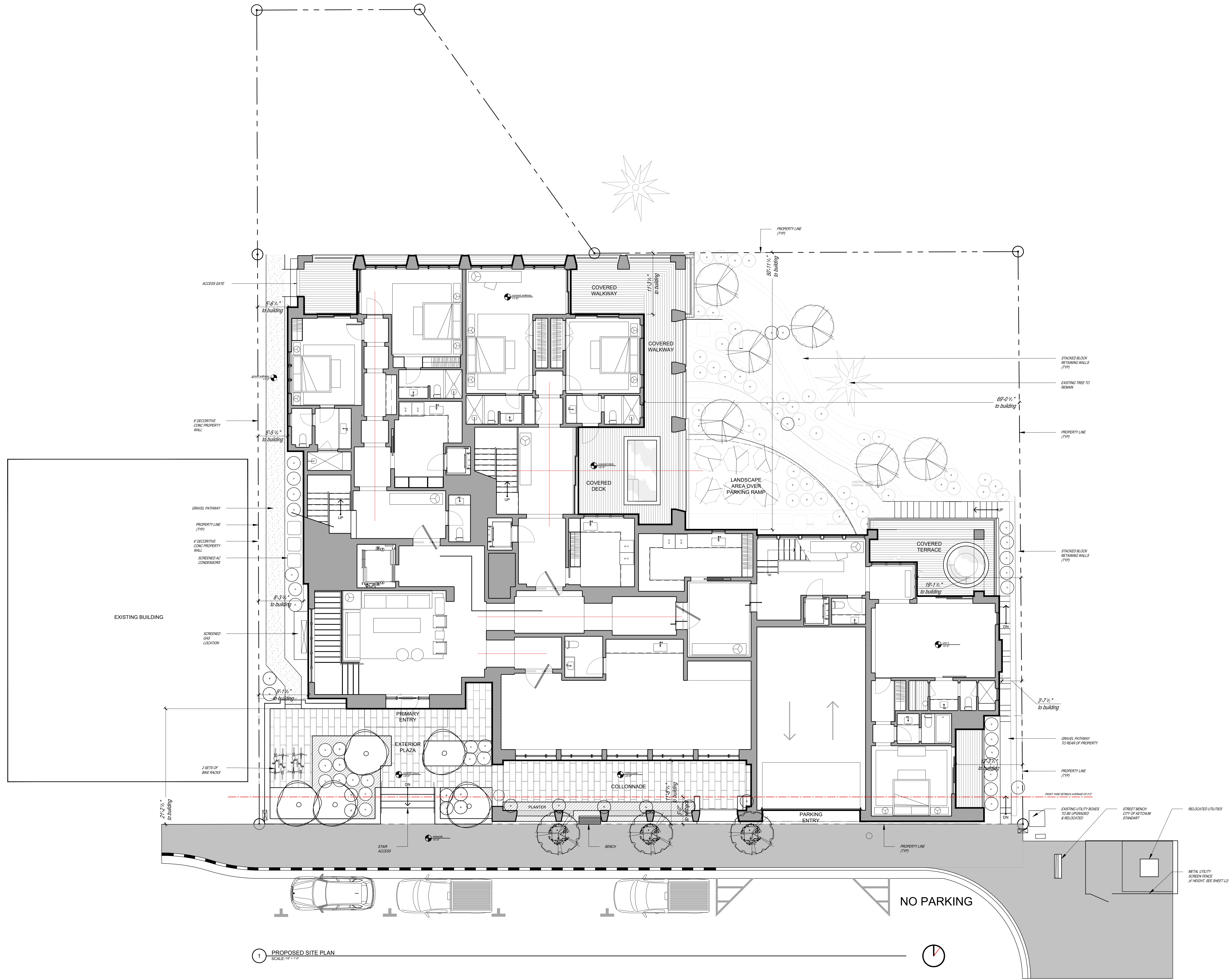
PROPOSED VIEW FROM SUN VALLEY ROAD & SPRUCE AVENUE



PROPOSED VIEW FROM SPRUCE AVENUE



PROPOSED VIEW FROM 2ND STREET



1 PROPOSED SITE PLAN
SCALE: 1/8" = 1'-0"

DRAWING TITLE
PROPOSED SITE PLAN

PROJECT
THE BITTERROOT
200 SPRUCE STREET
KETCHUM, IDAHO

REVISIONS

SEAL

CONSULTANT

DATE
18 JUNE 2026

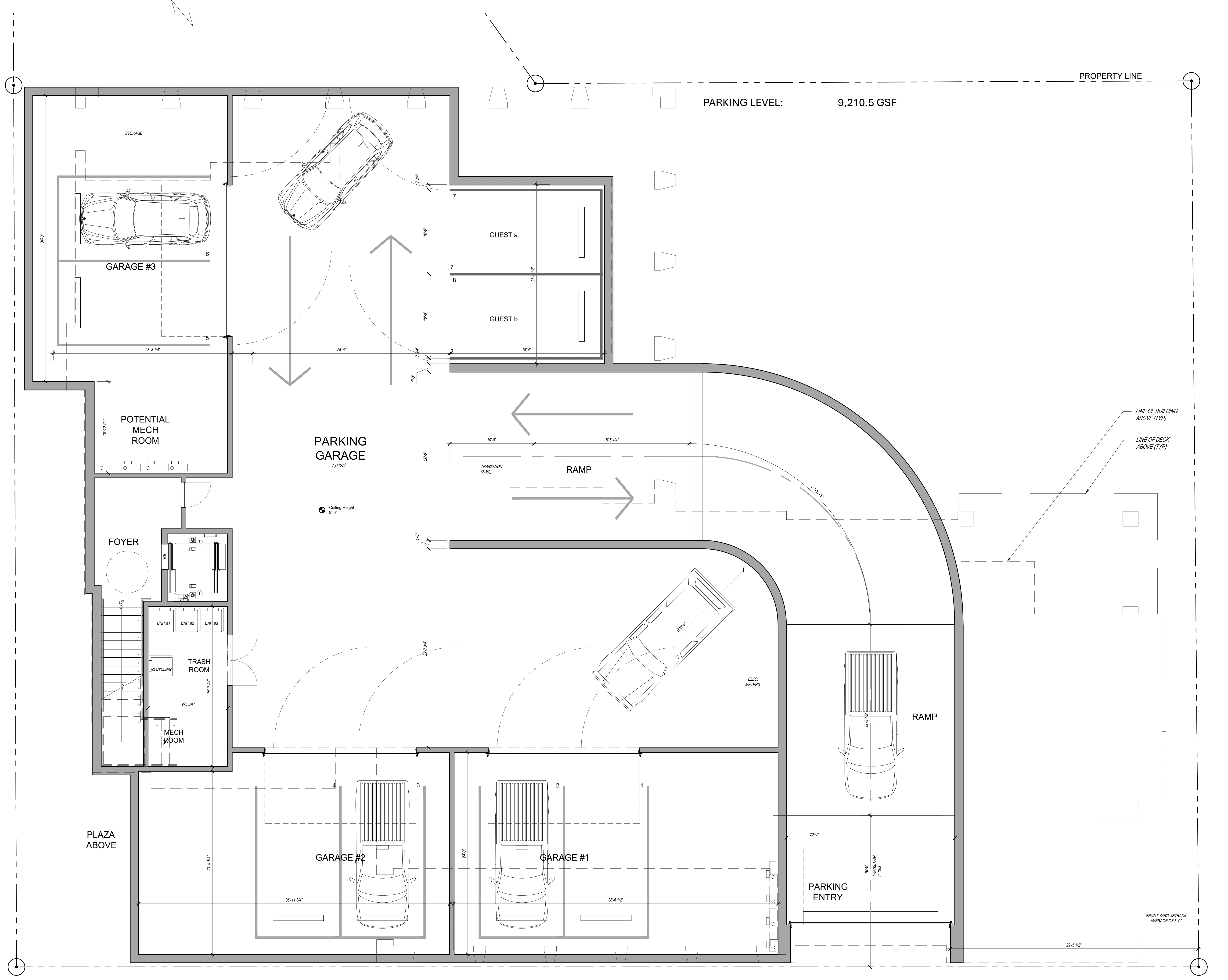
JOB NO.
24160

DATE

SCALE
1/8" = 1'-0"

DRAWING NO.
A.000.0

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PARKING LEVEL: 9,210.5 GSF

PROPERTY LINE

PARKING GARAGE
7,042sf

POTENTIAL
MECH ROOM

FOYER

TRASH ROOM

MECH ROOM

PLAZA
ABOVE

GUEST a

GUEST b

GARAGE #2

GARAGE #1

PARKING
ENTRY

RAMP

LINE OF BUILDING
ABOVE (TYP)

LINE OF DECK
ABOVE (TYP)

FRONT YARD SETBACK
AVERAGE OF 5'-0"

0 SUBTERRANEAN PARKING LEVEL PLAN
SCALE: 3/16" = 1'-0"

DRAWING TITLE
SUBTERRANEAN PARKING LEVEL PLAN

PROJECT
THE BITTERROOT
200 SPRUCE STREET
KETCHUM, IDAHO

REVISIONS

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SCALE

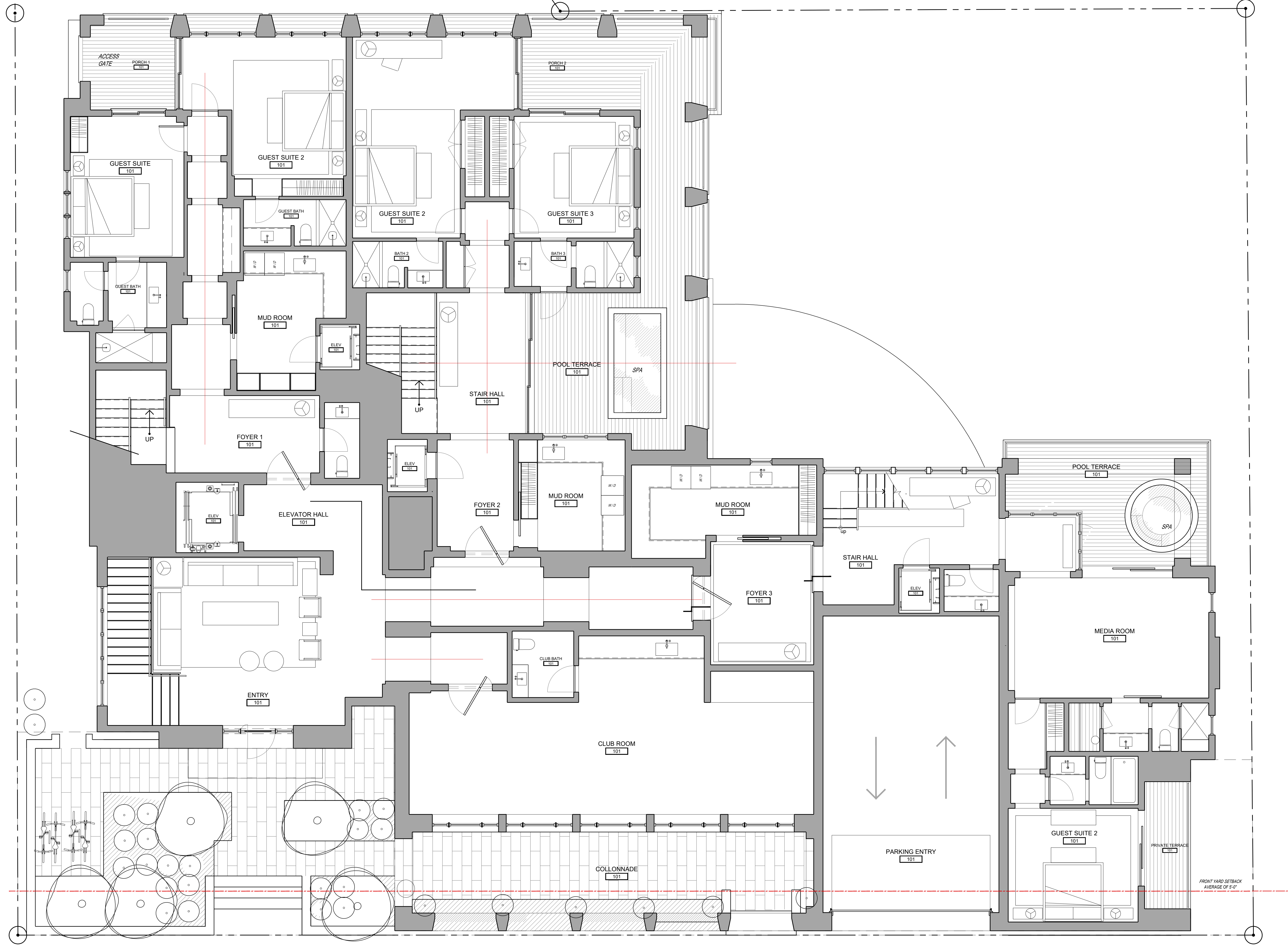
CONSULTANT

DATE
18 JUNE 2026

JOB NO.
24160

SCALE
3/8" = 1'-0"

DRAWING NO.
A.100.0



CONSULTANT

SEAL

REVISIONS

PROJECT

DRAWING TITLE

THE BITTERROOT
200 SPRUCE STREET
KETCHUM, IDAHO

GROUND LEVEL PLAN

JOB NO.

DATE

24160

18 JUNE 2026

SCALE

DRAWING NO.

1/8" = 1'-0"

A.101.0





SECOND LEVEL AREA: 6,130 GSF
 TOTAL ABOVE GRADE AREA: 14,593.6 SF
 UNIT 1: 1,808 SF
 UNIT 2: 2,304 SF
 UNIT 3: 1,756 SF

DRAWING TITLE
 PRIMARY LIVING LEVEL PLAN

PROJECT
 THE BITTERROOT
 200 SPRUCE STREET
 KETCHUM, IDAHO

DATE
 18 JUNE 2026

JOB NO.
 24160

DRAWING NO.
 A.102.0

SCALE
 3/16" = 1'-0"

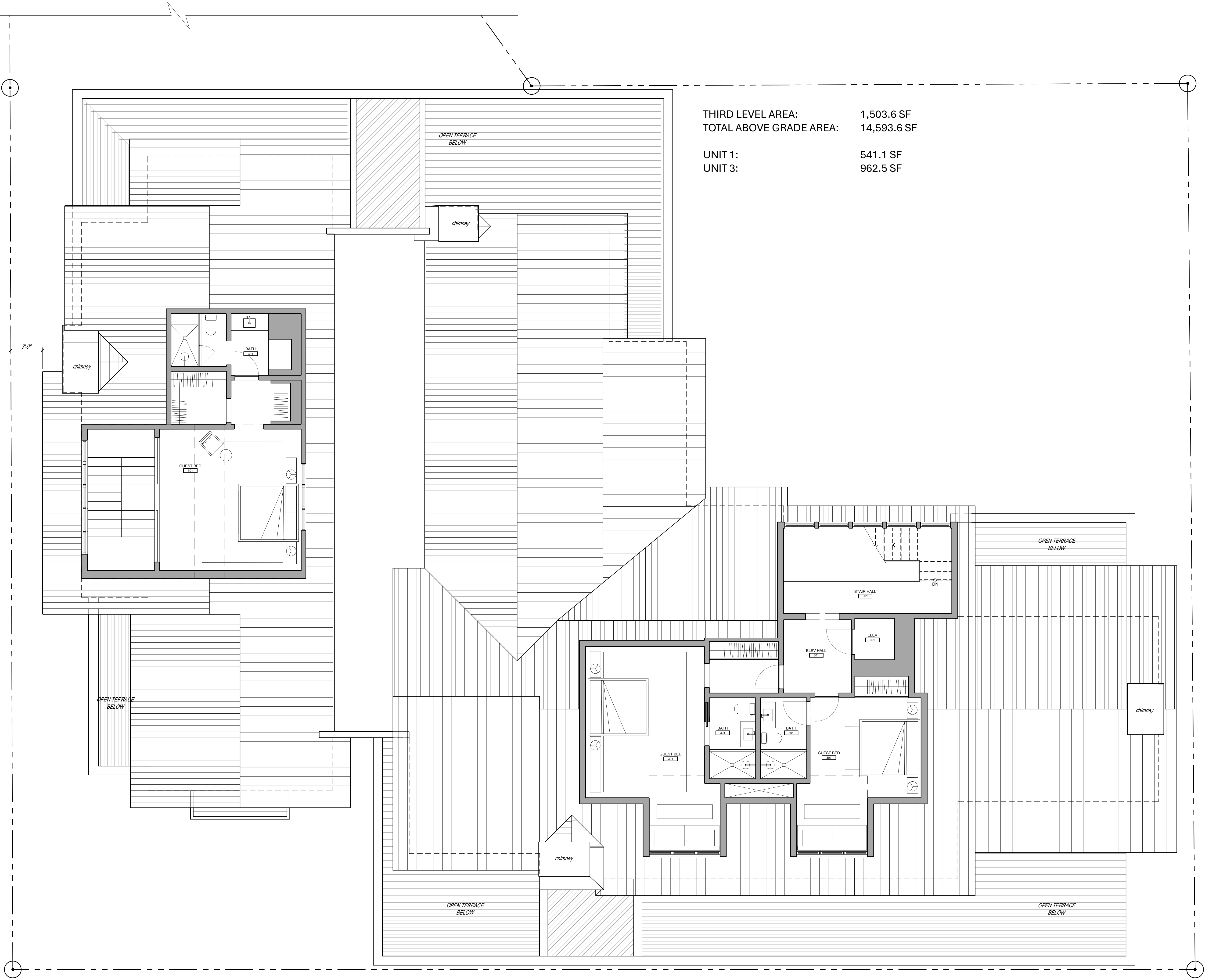
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SEAL

CONSULTANT





CONSULTANT

SEAL

REVISIONS

PROJECT
THE BITTERROOT
200 SPRUCE STREET
KETCHUM, IDAHO

DRAWING TITLE
UPPER LEVEL & DORMER PLAN

JOB NO.
24160

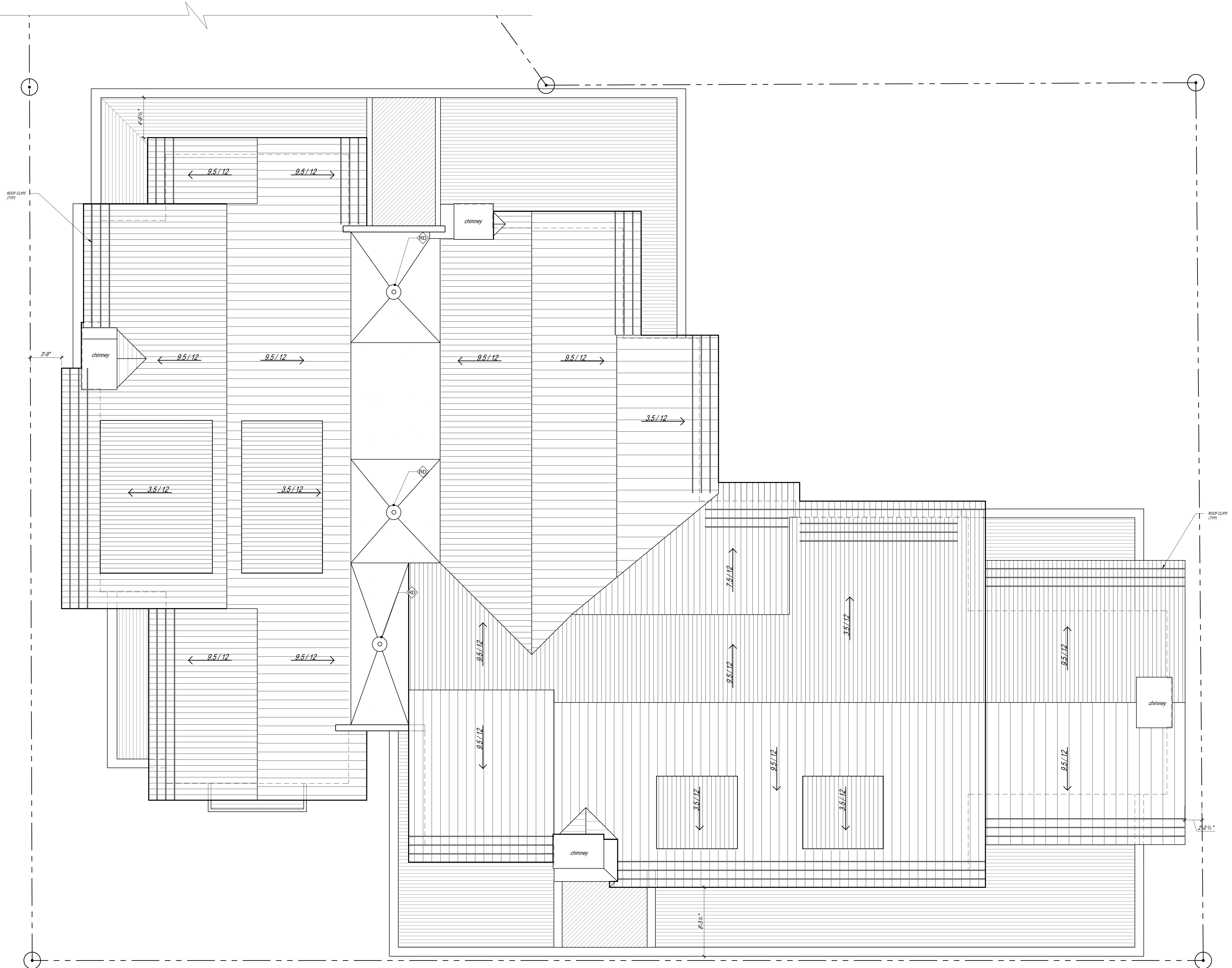
DATE
18 JUNE 2026

SCALE
3/16" = 1'-0"

DRAWING NO.
A.103.0

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4 ROOF PLAN
SCALE: 3/16" = 1'-0"

CONSULTANT	REVISIONS	PROJECT	DRAWING TITLE
CHRISTIAN THOMAS		THE BITTERROOT 200 SPRUCE STREET KETCHUM, IDAHO	ROOF PLAN
142 Beacon Lane, Jupiter, Florida 33489		JOB NO.	DATE
(561) 339-0573		24160	18 JUNE 2026
		SCALE	DRAWING NO.
		3/16" = 1'-0"	A.104.0
			AR 97445

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PROJECT IMPACT & OPERATIONS

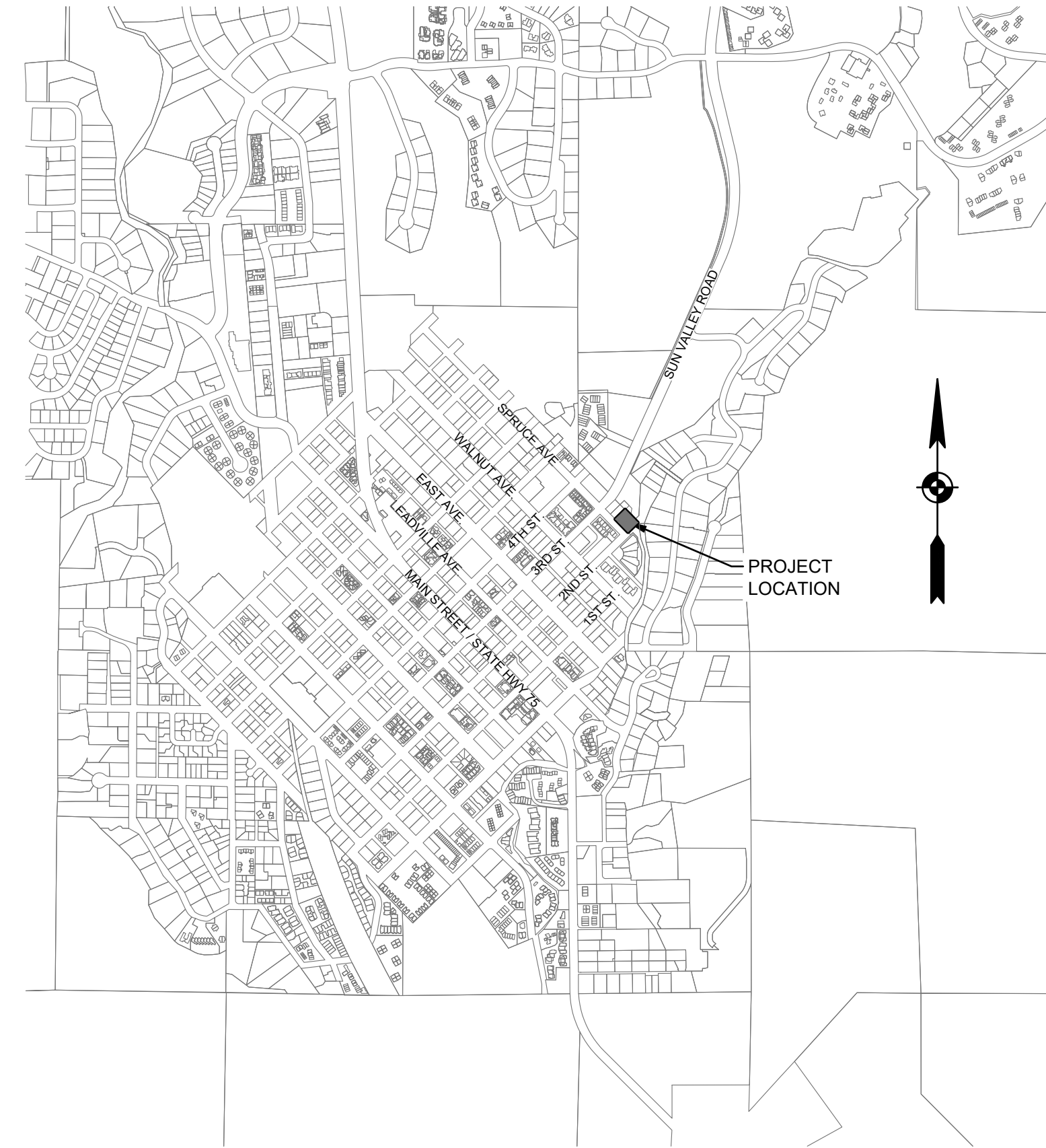
THE BITTERROOT

KETCHUM, IDAHO

FEBRUARY 2026

GENERAL CONSTRUCTIONS NOTES

- ALL CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE MOST CURRENT EDITION OF THE "IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION" (ISPMC) AND CITY OF KETCHUM STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND KEEPING A COPY OF THE ISPMC AND CITY OF KETCHUM STANDARDS ON SITE DURING CONSTRUCTION.
- THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN ON THE PLANS IN AN APPROXIMATE WAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING EXISTING UTILITIES PRIOR TO COMMENCING AND DURING THE CONSTRUCTION. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH RESULT FROM HIS FAILURE TO ACCURATELY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. CONTRACTOR SHALL CALL DIGLINE (1-800-342-1585) TO LOCATE ALL EXISTING UNDERGROUND UTILITIES A MINIMUM OF 48 HOURS IN ADVANCE OF EXCAVATION.
- OPAL ENGINEERING, PLLC IS NOT RESPONSIBLE FOR IDAHO POWER OR OTHER DRY UTILITY SERVICE REQUESTS.
- CONTRACTOR SHALL COORDINATE RELOCATIONS OF DRY UTILITY FACILITIES (POWER, CABLE, PHONE, TV) WITH THE APPROPRIATE UTILITY FRANCHISE.
- THE CONTRACTOR SHALL CLEAN UP THE SITE AFTER CONSTRUCTION SO THAT IT IS IN A CONDITION EQUAL TO OR BETTER THAN THAT WHICH EXISTED PRIOR TO CONSTRUCTION.
- THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION (THIS INCLUDES, BUT IS NOT LIMITED TO, ENCROACHMENT PERMITS AND NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) CONSTRUCTION GENERAL PERMIT (CGP) PERMIT COVERAGE).
- ALL CLEARING & GRUBBING SHALL CONFORM TO ISPMC SECTION 201.
- ALL EXCAVATION & EMBANKMENT SHALL CONFORM TO ISPMC SECTION 202. SUBGRADE SHALL BE EXCAVATED AND SHAPED TO LINE, GRADE, AND CROSS-SECTION SHOWN ON THE PLANS. THE SUBGRADE SHALL BE COMPACTED TO 95% OF MAXIMUM DENSITY AS DETERMINED BY ASTM D-698. THE CONTRACTOR SHALL WATER OR AERATE SUBGRADE AS NECESSARY TO OBTAIN OPTIMUM MOISTURE CONTENT. IN-LIEU OF DENSITY MEASUREMENTS, THE SUBGRADE MAY BE PROOF-ROLLED TO THE APPROVAL OF THE ENGINEER.
 - PROOF-ROLLING: AFTER EXCAVATION TO THE SUBGRADE ELEVATION AND PRIOR TO PLACING COURSE GRAVEL, THE CONTRACTOR SHALL PROOF ROLL THE SUBGRADE WITH A 5-TON SMOOTH DRUM ROLLER, LOADED WATER TRUCK, OR LOADED DUMP TRUCK, AS ACCEPTED BY THE ENGINEER. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF UNSUITABLE SUBGRADE MATERIAL AREAS, AND/OR AREAS NOT CAPABLE OF COMPACTION ACCORDING TO THESE SPECIFICATIONS. UNSUITABLE OR DAMAGED SUBGRADE IS WHEN THE SOIL MOVES, PUMPS AND/OR DISPLACES UNDER ANY TYPE OF PRESSURE INCLUDING FOOT TRAFFIC LOADS.
 - IF, IN THE OPINION OF THE ENGINEER, THE CONTRACTOR'S OPERATIONS RESULT IN DAMAGE TO, OR PROTECTION OF, THE SUBGRADE, THE CONTRACTOR SHALL, AT HIS OWN EXPENSE, REPAIR THE DAMAGED SUBGRADE BY OVER-EXCAVATION OF UNSUITABLE MATERIAL TO FIRM SUBSOIL, LINE EXCAVATION WITH GEOTEXTILE FABRIC, AND BACKFILL WITH PIT RUN GRAVEL.
- ALL 2" MINUS GRAVEL SHALL CONFORM TO ISPMC 802, TYPE II (ITD STANDARD 703.04, 2"), SHALL BE PLACED IN CONFORMANCE WITH ISPMC SECTION 801 AND COMPACTED PER SECTION 202. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 90% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99.
- ALL 3/4" MINUS CRUSHED GRAVEL SHALL CONFORM TO ISPMC 802, TYPE I (ITD STANDARD 703.04, 3/4" B), SHALL BE PLACED IN CONFORMANCE WITH ISPMC SECTION 802 AND COMPACTED PER SECTION 202. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 95% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99 OR ITD T-91.
- ALL ASPHALTIC CONCRETE PAVEMENT WORK SHALL CONFORM TO ISPMC SECTION(S) 805, 810, AND 811 FOR CLASS II PAVEMENT. ASPHALT AGGREGATE SHALL BE 1/2" (13MM) NOMINAL SIZE CONFORMING TO TABLE 803B IN ISPMC SECTION 803. ASPHALT BINDER SHALL BE PG 58-28 CONFORMING TO TABLE A-1 IN ISPMC SECTION 805.
- ASPHALT SAWCUTS SHALL BE AS INDICATED ON THE DRAWINGS, OR 24" INCHES FROM EDGE OF EXISTING ASPHALT, IF NOT INDICATED OTHERWISE SO AS TO PROVIDE A CLEAN PAVEMENT EDGE FOR MATCHING. NO WHEEL CUTTING SHALL BE ALLOWED.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING TRAFFIC CONTROL PER THE CURRENT EDITION OF THE US DEPARTMENT OF TRANSPORTATION MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), UNDER NO CIRCUMSTANCES WILL TRAFFIC CONTROL AND ASSOCIATED CONSTRUCTION HINDER ANY EMERGENCY VEHICLE ACCESS, BLOCK PRIVATE DRIVEWAYS FOR EXTENDED PERIODS, OBSTRUCT BUSINESS DELIVERIES, OBSTRUCT SCHOOL BUS OPERATION, OBSTRUCT MAIL/PACKAGE DELIVERY, OR IMPACT TRASH/RECYCLING SERVICES.
- ALL CONCRETE WORK SHALL CONFORM TO ISPMC SECTIONS 701, 703, AND 705. ALL CONCRETE SHALL BE 4,000 PSI MINIMUM, 28 DAY, AS DEFINED IN ISPMC SECTION 703, TABLE 1. ALL CONCRETE SHALL BE TITAN MIX OR APPROVED EQUAL, IMMEDIATELY AFTER PLACEMENT PROTECT CONCRETE BY APPLYING MEMBRANE-FORMING CURING COMPOUND, TYPE 2, CLASS A PER ASTM C 309-94. APPLY CURING COMPOUND PER MANUFACTURER'S INSTRUCTIONS AND SPECIFICATIONS.
- ALL TRENCHING SHALL CONFORM TO ISPMC STANDARD DRAWING SD-301. TRENCHES SHALL BE BACKFILLED AND COMPACTED TO A MINIMUM OF 95% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T-99.
- PER IDAHO CODE § 55-1813, THE CONTRACTOR SHALL RETAIN AND PROTECT ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS AND POINTS SET IN CONTROL SURVEYS; ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS AND POINTS SET IN CONTROL SURVEYS THAT ARE LOST OR DISTURBED BY CONSTRUCTION SHALL BE REESTABLISHED AND RE-MONUMENTED, AT THE EXPENSE OF THE AGENCY OR PERSON CAUSING THEIR LOSS OR DISTURBANCE AT THEIR ORIGINAL LOCATION OR BY SETTING OF A WITNESS CORNER OR REFERENCE POINT OR A REPLACEMENT BENCHMARK OR CONTROL POINT, BY OR UNDER THE DIRECTION OF A PROFESSIONAL LAND SURVEYOR.
- IF AUTOCAD ELECTRONIC FILES ARE MADE AVAILABLE TO THE CONTRACTOR. IN THE EVENT OF A DISCREPANCY BETWEEN THE STAMPED PAPER DRAWINGS AND THE ELECTRONIC FILES, THE STAMPED PAPER DRAWINGS WILL GOVERN.
- EXISTING CONDITIONS AND BOUNDARY INFORMATION SHOWN HEREON ARE PER A SURVEY CONDUCTED BY PHILLIPS LAND SURVEYING DATED 10/13/23.
- WHEN DRIVEWAY ACCESS WILL BE RESTRICTED, NOTIFY THE RESIDENT OR BUSINESS 48 HOURS IN ADVANCE AND ARRANGE FOR AN ALTERNATE PARKING LOCATION (ON- OR OFF-STREET) WITHIN 100 FEET OF THE PROPERTY. MINIMIZE DISRUPTIONS TO INDIVIDUAL DRIVEWAY ACCESS ACTIVE CONSTRUCTION PERIODS AT THE DRIVEWAY, WITH ACCESS RESTORED DURING NON-CONSTRUCTION HOURS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR HIRING A MATERIALS TESTING COMPANY DURING CONSTRUCTION TO VERIFY ALL COMPACTION AND MATERIAL PLAN AND SPECIFICATION REQUIREMENTS ARE MET FOR ALL CONSTRUCTION WITHIN THE PUBLIC RIGHTS-OF-WAY. TESTING LOCATION AND FREQUENCY SHALL MEET THE CITY OF KETCHUM RIGHT-OF-WAY TESTING REQUIREMENTS. REPORTS SHALL BE SUBMITTED TO THE PROJECT ENGINEER AND CITY STREETS DEPARTMENT WITHIN THREE (3) DAYS OF TESTING.
- CONSTRUCTION OF WATER MAINS AND ALL OTHER RELATED APPURTENANCES SHALL BE IN ACCORDANCE WITH THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPMC), IDAPA 58.01.08, IDAHO RULES FOR PUBLIC DRINKING WATER SYSTEMS AND THE CITY OF KETCHUM UTILITIES DEPARTMENT STANDARDS.
- CONTRACTOR SHALL PRESSURE TEST, DISINFECT, AND CONDUCT BIOLOGICAL TESTING IN ACCORDANCE WITH THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPMC), AMERICAN WATER WORKS ASSOCIATION (AWWA) STANDARDS, AND THE PRESSURE TESTING, DISINFECTION, AND MICROBIOLOGICAL TESTING PROCEDURES.
- ALL WATER SUPPLY FIXTURES, FITTINGS, PIPING, AND ALL RELATED APPURTENANCES SHALL BE ANS/NSF STD. 61 COMPLIANT.
- ALL WATER SUPPLY FIXTURES, FITTINGS, PIPING, AND ALL RELATED APPURTENANCES SHALL COMPLY WITH THE LOW LEAD ACT REQUIRING ALL MATERIALS TO HAVE A LEAD CONTENT EQUAL TO OR LESS THAN 0.25%.
- THE CONTRACTOR SHALL USE ANS/NSF STANDARD 60 CHEMICALS AND COMPOUNDS DURING INSTALLATION & DISINFECTION OF POTABLE WATER MAIN.



VICINITY MAP
N.T.S.

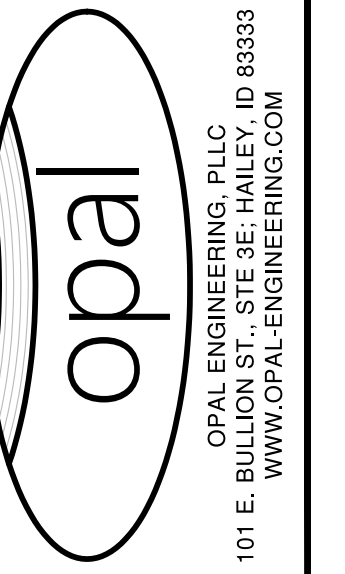
LEGEND

EXISTING ITEMS

	Property Line		CP = Survey Control
	Adjoiner's Lot Line		FD1/2" = Found 1/2" Rebar
	Centerline of Right of Way		FD5/8" = Found 5/8" Rebar
	City Limits Line		FDIP = Found Iron Pipe
	Covered Walkway		SGN = Sign
	Existing Structure		SGN = Sign
	Wood Deck		PBOX = Power Box
	Metal Grate Step		PHBOX = Telephone Riser
	EOA = Edge of Asphalt		GMKR = Gas Marker
	Asphalt		WV = Water Valve
	Pavers		FH = Fire Hydrant
	Concrete		CB = Catch Basin
	1' Contour Interval		DWELL LDSCP = Landscape Drywell
	5' Contour Interval		SDMH = Stormdrain Manhole
	Paint Striping		TVBOX = Cable Television Riser
	Wall Line		SCO = Sewer Cleanout
	FNC = Fence Line		SMH = Sewer Manhole
	Wood Planter Line		CT = Coniferous Tree
	Buried Power Line		DT = Deciduous Tree
	Water line per City of Ketchum Map		DT CLUSTER = Deciduous Cluster
	Stormdrain Line		
	Sewermain Line per City of Ketchum Map		
	Sewer Service Line per City of Ketchum Map		
	Buried Telephone Line		
	Buried Cable Television Line		
	Gas Line		

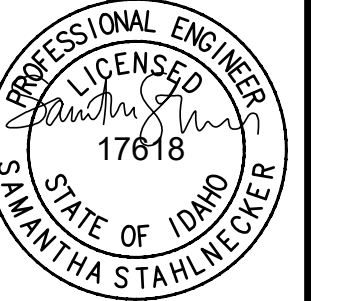
SHEET INDEX

SHEET#	DESCRIPTION
C0.10	COVER SHEET
C0.90	DEMOLITION PLAN
C1.00	DETAIL SHEET
C1.01	DETAIL SHEET
C1.10	SITE PLAN
C1.20	SITE PLAN - PARKING GARAGE



PURPOSE: ISSUE FOR DESIGN REVIEW (02/25/2026)

REVISION NO.	DATE	DESCRIPTION
1	04/30/26	RESPONSE TO ROUND #1 CITY COMMENTS
2	06/17/26	RESPONSE TO ROUND #2 CITY COMMENTS



PRELIMINARY
NOT FOR
CONSTRUCTION

COVER SHEET

THE BITTERROOT
PREPARED FOR: SUNDANCE R3 DEVOCO LLC

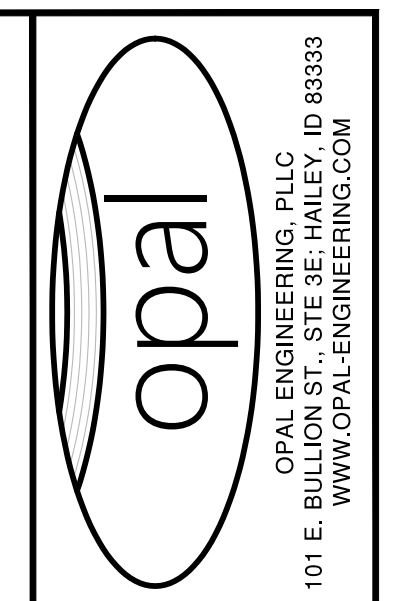
25012
PROJECT NUMBER

C0.10

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



- ### SITE DEMOLITION KEY NOTES
- D01 SAWCUT ASPHALT TO PROVIDE FOR A CLEAN VERTICAL EDGE.
 - D02 REMOVE AND DISPOSE OF ASPHALT.
 - D03 REMOVE AND DISPOSE OF BUILDING / STRUCTURE PER ARCHITECTURAL PLANS.
 - D04 REMOVE AND DISPOSE OF TREE AND ROOTBALL.
 - D05 REMOVE AND DISPOSE OF STORM STRUCTURE. IF STORM PIPE IS CONNECTED TO STRUCTURE, PLUG ABANDONED PIPE. PLACE SLURRY IN FIRST 10 LINEAL FEET OF PIPE.
 - D06 REMOVE AND DISPOSE OF CONCRETE SIDEWALK, CURB, AND GUTTER.
 - D07 REMOVE AND DISPOSE OF PLANTER.
 - D08 REMOVE AND DISPOSE OF DECK AND STEPS / STAIRS.
 - D09 RELOCATE CABLE TV UTILITY RISER (BY OTHERS).
 - D10 REPLACE POWER VAULT (BY OTHERS).
 - D11 SIGN
 - D12 RELOCATE GAS MARKER. COORDINATE WORK WITH INTERMOUNTAIN GAS COMPANY.
 - D13 RELOCATE EXISTING FIRE HYDRANT. SEE SITE PLAN.
 - D14 CUT, CAP, AND ABANDON EXISTING WATER SERVICE AT MAIN LINE. THE CONTRACTOR SHALL LOCATE THE EXISTING FIRE SERVICE LINE AND CUT, CAP, AND ABANDON THE EXISTING FIRE SERVICE AT THE MAIN LINE.
 - A RETAIN AND PROTECT
 1. COMMUNICATION VAULT.
 2. SEWER SERVICE.
 3. UNDERGROUND POWER. CONTRACTOR SHALL POT-HOLE TO DETERMINE COVER OVER EXISTING POWER AND NOTIFY ENGINEER OF RESULTS PRIOR TO CONSTRUCTION COMMENCEMENT.
 4. SEWER MANHOLE.
 - D15 REMOVE EXISTING PAVERS. RETAIN EXISTING PAVERS TO BE RE-INSTALLED FOR ACCESSIBLE CONNECTION TO NEW SIDEWALK.



REVISION NO.	DATE	DESCRIPTION
1	04/30/26	RESPONSE TO ROUND #1 CITY COMMENTS
2	06/17/26	RESPONSE TO ROUND #2 CITY COMMENTS

PURPOSE: ISSUE FOR DESIGN REVIEW (02/25/2026)

PROFESSIONAL ENGINEER
Samantha Stahlmecker
 LICENSED
 17618
 STATE OF IDAHO
 SAMANTHA STAHLMECKER

**PRELIMINARY
NOT FOR
CONSTRUCTION**

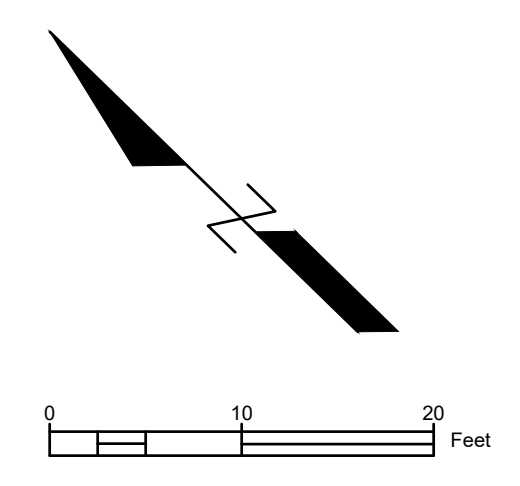
DEMOLITION PLAN

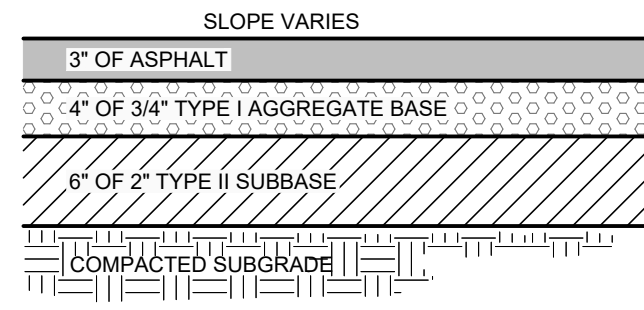
THE BITTERROOT

PREPARED FOR: SUNDANCE R3 DEVCO LLC

25012
PROJECT NUMBER

C0.90

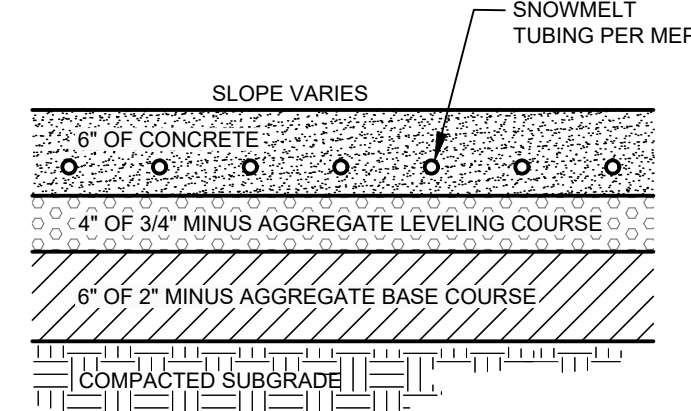




NOTES:

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

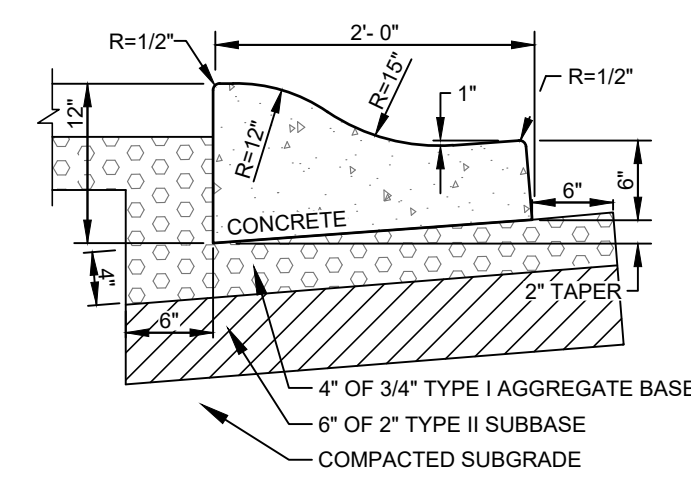
1
C1.00 **TYPICAL STREET ASPHALT SECTION**
N.T.S.



NOTES:

1. INSTALL SCORE JOINTS AT INTERVALS TO MATCH WIDTH OF WALK NOT TO EXCEED 5 FEET SPACING IN BOTH THE LONGITUDINAL AND TRANSVERSE DIRECTION FOR SIDEWALK GREATER THAN 5 FEET IN WIDTH. INSTALL EXPANSION JOINTS EVERY 10 FEET IN LONGITUDINAL DIRECTION.
2. 1/2" TRANSVERSE PREFORMED BITUMINOUS JOINTS AT THE TERMINUS POINTS FOR CURVE AND WHERE SIDEWALK IS PLACED BETWEEN TWO PERMANENT FOUNDATIONS OR ADJACENT TO THE STRUCTURE. PLACE 1/2" EXPANSION JOINT MATERIAL ALONG THE BACK OF WALK THE FULL LENGTH.
3. SIDEWALK CONSTRUCTION JOINTS SHALL BE CONSTRUCTED APPROXIMATELY 1/2" WIDE, 3/4" IN DEPTH AND FINISHED AND EDGED SMOOTH. A PREFORMED EXPANSION JOINT FILLER SHALL BE PLACED EVERY 40' FOR NEW SIDEWALK CONSTRUCTION.
4. WHEN TRANSITIONING NEW SIDEWALK TO EXISTING, A MINIMUM 5' TRANSITIONAL PANEL SHALL BE SEPARATED AND ISOLATED WITH EXPANSION MATERIAL.
5. SIDEWALK ALIGNMENT TRANSITIONS SHALL HAVE A MINIMUM RADIUS OF 30' TO THE FACE OF CURB.
6. MATERIALS SHALL CONFORM WITH CURRENT ISPCW STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.
7. CONCRETE THICKNESS PER THIS DETAIL OR MATCH EXISTING, WHICHEVER IS GREATER. CONCRETE SHALL BE TITAN MIX OR APPROVED EQUAL.

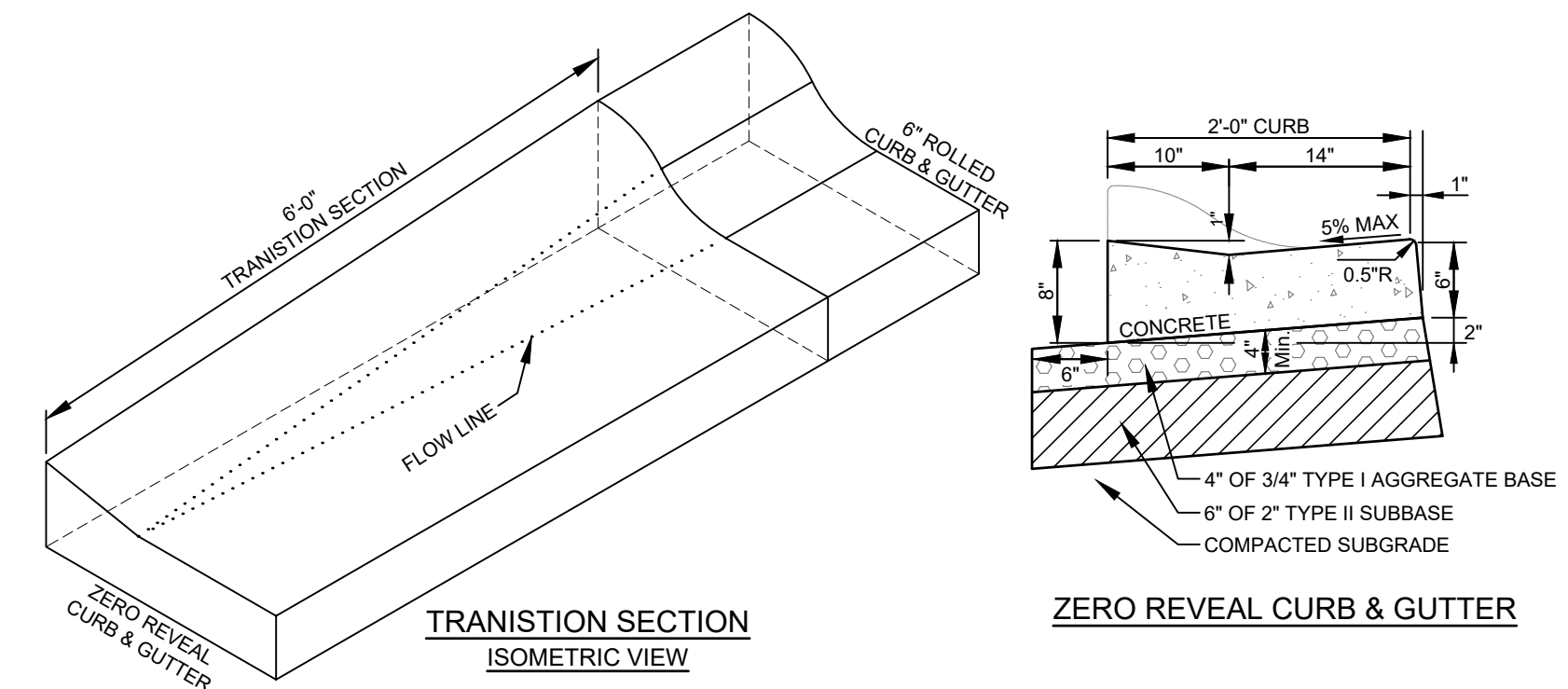
2
C1.00 **TYPICAL CONCRETE SECTION**
N.T.S.



NOTES:

1. SUBBASE CAN BE 2" TYPE II OR 3/4" TYPE I CRUSHED AGGREGATE BASE COURSE.
2. MATERIALS SHALL CONFORM WITH CURRENT ISPCW STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.
3. PAVEMENT SECTION MAY BE MODIFIED IF A PROJECT SPECIFIC GEOTECHNICAL REPORT, STAMPED BY A LICENSED ENGINEER, IS PROVIDED.
4. 1/2-INCH PREFORMED EXPANSION JOINT MATERIAL (AASHTO M 213) AT TERMINAL POINTS OF RADI.
5. CONTINUOUS PLACEMENT PREFERRED. SCORE INTERVALS 10-FEET MAXIMUM SPACING (8-FEET W/SIDEWALK).
6. CONCRETE SHALL BE TITAN MIX OR APPROVED EQUAL.

3
C1.00 **6" CONCRETE ROLLED CURB & GUTTER**
N.T.S.

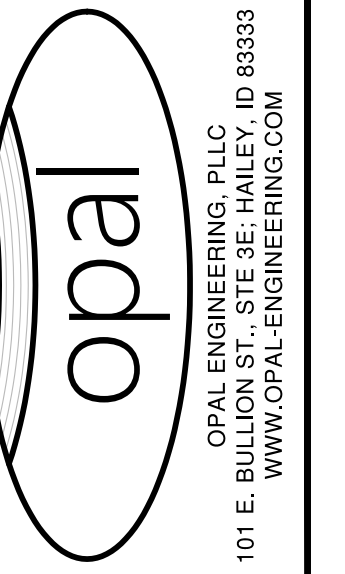


TRANSITION SECTION
ISOMETRIC VIEW

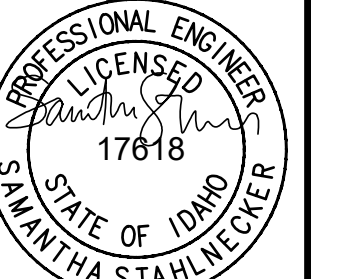
NOTES:

1. SUBBASE CAN BE 2" TYPE II OR 3/4" TYPE I CRUSHED AGGREGATE BASE COURSE.
2. MATERIALS SHALL CONFORM WITH CURRENT ISPCW STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.
3. PAVEMENT SECTION MAY BE MODIFIED IF A PROJECT SPECIFIC GEOTECHNICAL REPORT, STAMPED BY A LICENSED ENGINEER, IS PROVIDED.
4. 1/2-INCH PREFORMED EXPANSION JOINT MATERIAL (AASHTO M 213) AT TERMINAL POINTS OF RADI.
5. CONTINUOUS PLACEMENT PREFERRED. SCORE INTERVALS 10-FEET MAXIMUM SPACING (8-FEET W/SIDEWALK).
6. CONCRETE SHALL BE TITAN MIX OR APPROVED EQUAL.

4
C1.00 **TYPICAL CURB TRANSITION DETAIL**
N.T.S.



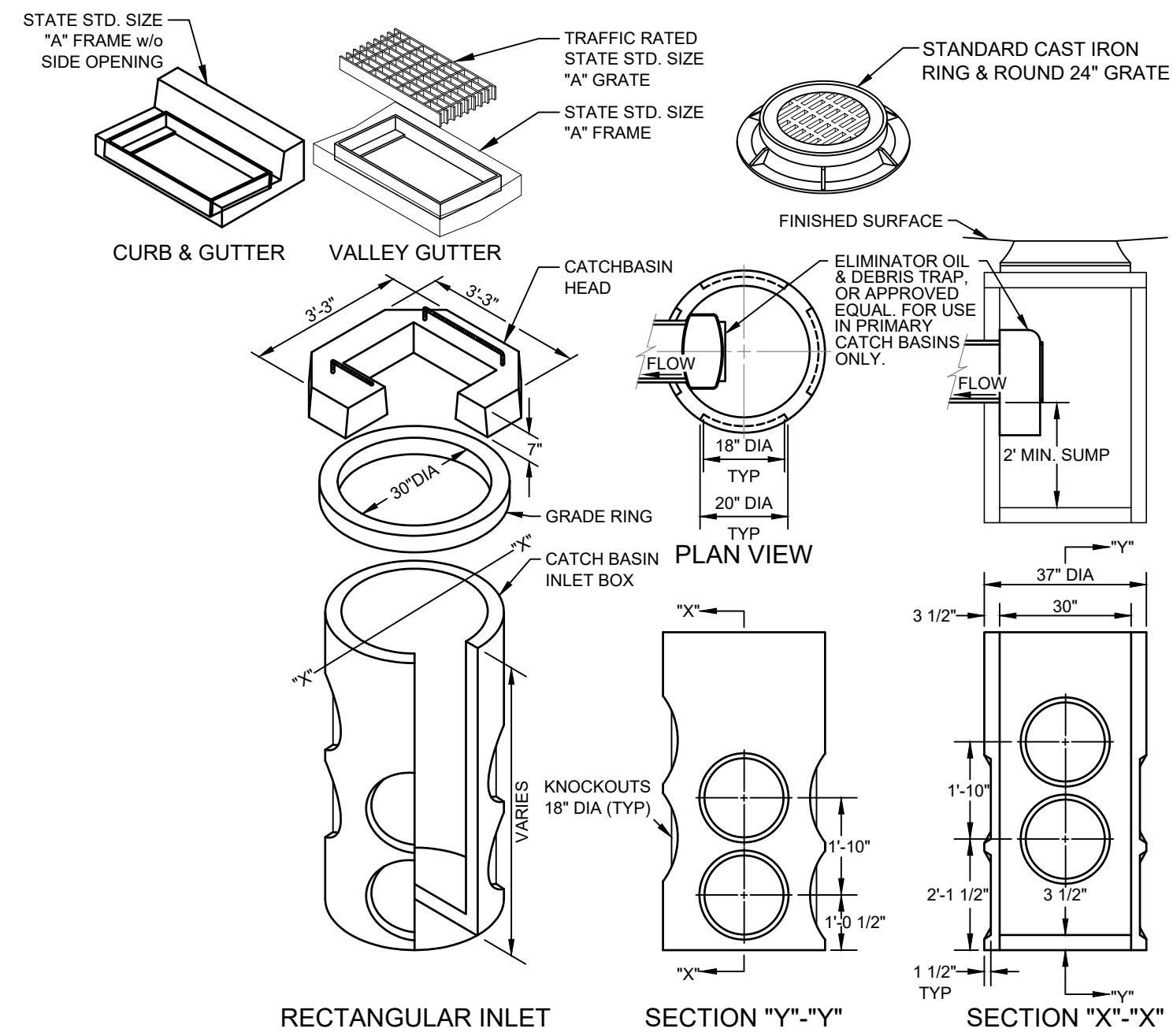
REVISION NO.	DATE	DESCRIPTION
1	04/30/26	RESPONSE TO ROUND #1 CITY COMMENTS
2	06/17/26	RESPONSE TO ROUND #2 CITY COMMENTS



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CONSTRUCTION**

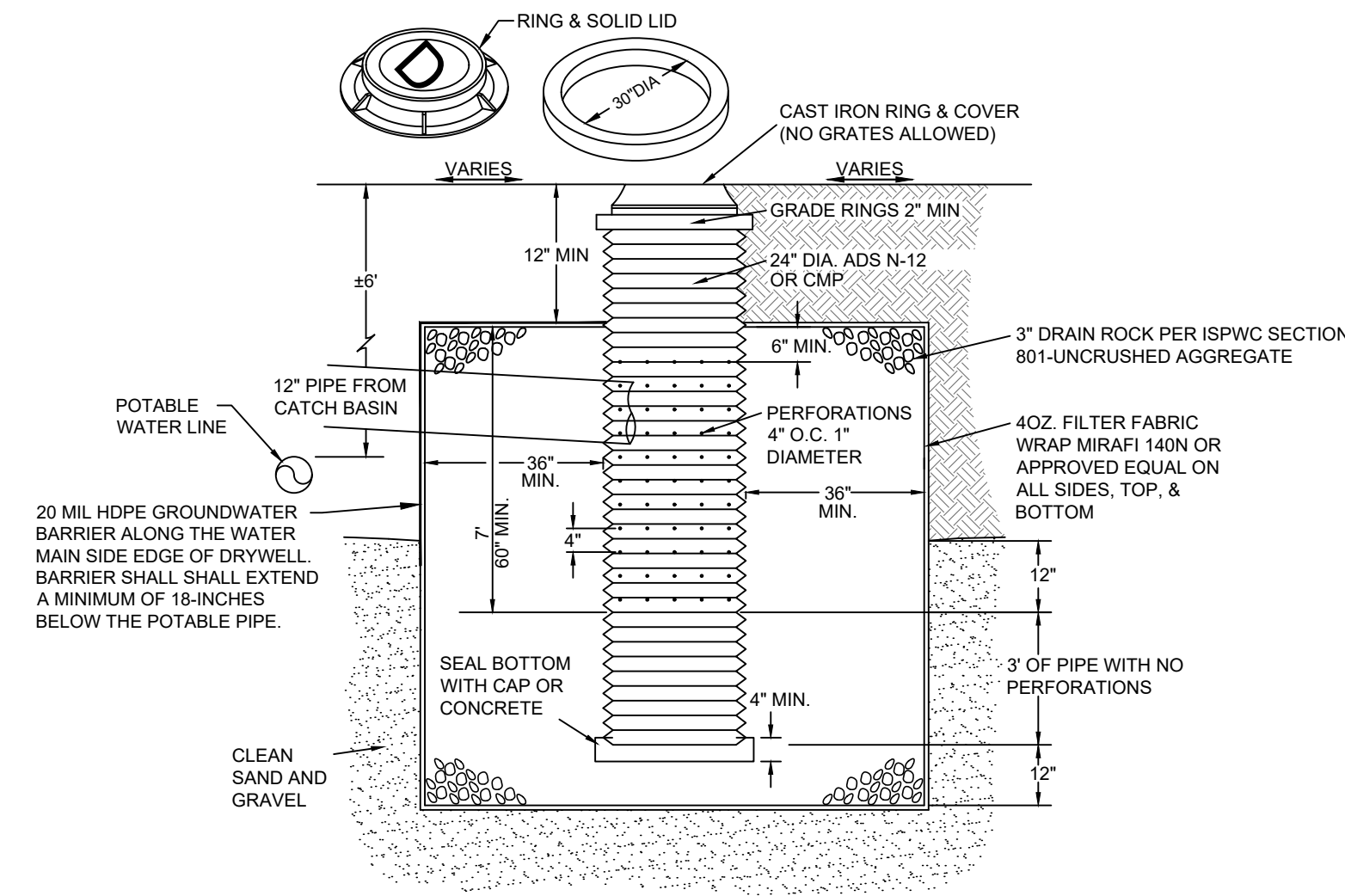
DETAIL SHEET
THE BITTERROOT
PREPARED FOR: SUNDANCE R3 DEVCO LLC

25012
PROJECT NUMBER
C1.00

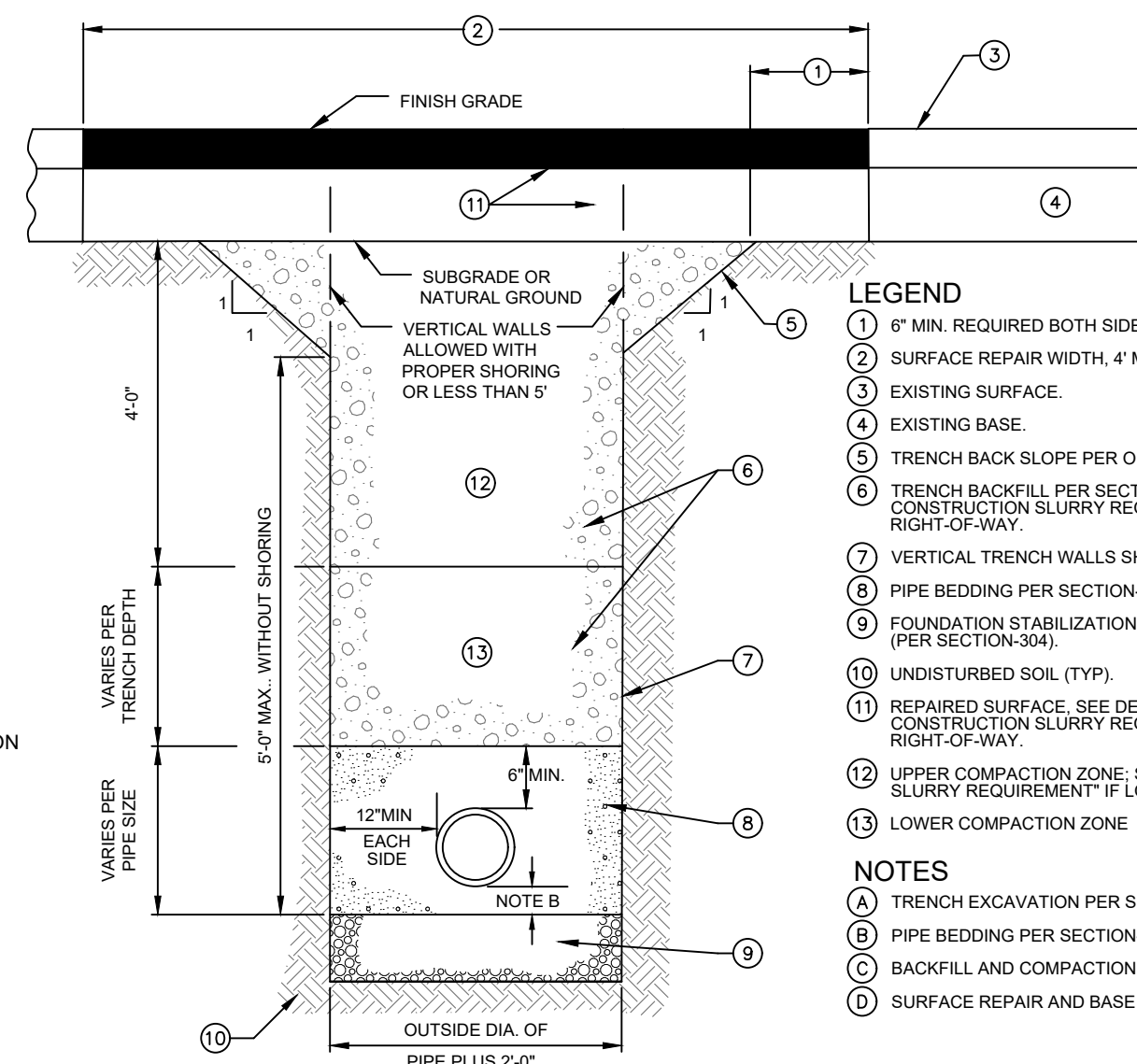


- CATCH BASIN INSTALLATION NOTES:**
- A PRIMARY CATCH BASIN IS DEFINED AS THE FIRST STORM STRUCTURE UPSTREAM OF A DRYWELL. A SATELLITE CATCH BASIN IS DEFINED AS THE STORM STRUCTURE UPSTREAM OF THE PRIMARY CATCH BASIN.
 - THE OIL & DEBRIS TRAP SHALL BE INSTALLED ON THE OUTLET OF THE PRIMARY CATCH BASIN ONLY. NOT ON SATELLITE CATCH BASINS.
 - PLACE A MINIMUM OF 4" OF COMPACTED BEDDING ON PREPARED SUBGRADE AS SPECIFIED IN ISWPC SECTION 305 - PIPE BEDDING. EXTEND BEDDING EITHER TO THE LIMITS OF THE EXCAVATION OR AT LEAST 12" OUTSIDE THE LIMITS OF THE BASE SECTION.
 - FILL THE BALANCE OF THE EXCAVATED AREA WITH SELECT MATERIAL COMPACTED LEVEL TO THE TOP OF THE BEDDING.
 - PROVIDE A SMOOTH AND LEVEL BEARING SURFACE ON THE BEDDING SURFACE.

1
C1.01 **30" DIAMETER CATCH BASIN**
N.T.S.



2
C1.01 **DRYWELL DETAIL**
N.T.S.



- LEGEND**
- 6" MIN. REQUIRED BOTH SIDES. SAWCUT REQUIRED.
 - SURFACE REPAIR WIDTH, 4" MINIMUM.
 - EXISTING SURFACE.
 - EXISTING BASE.
 - TRENCH BACK SLOPE PER O.S.H.A. OR SUITABLE SHORING.
 - TRENCH BACKFILL PER SECTION-305 OR SEE "KETCHUM PUBLIC CONSTRUCTION SLURRY REQUIREMENT" IF LOCATED WITHIN PUBLIC RIGHT-OF-WAY.
 - VERTICAL TRENCH WALLS SHORING PER O.S.H.A.
 - PIPE BEDDING PER SECTION-305 (SEE SD-302).
 - FOUNDATION STABILIZATION MAY VARY PER SOIL TYPE AND STABILITY (PER SECTION-304).
 - REPAIRED SURFACE. SEE DETAILS 1 AND 2. SEE "KETCHUM PUBLIC CONSTRUCTION SLURRY REQUIREMENT" IF LOCATED WITHIN PUBLIC RIGHT-OF-WAY.
 - UPPER COMPACTION ZONE. SEE "KETCHUM PUBLIC CONSTRUCTION SLURRY REQUIREMENT" IF LOCATED WITHIN PUBLIC RIGHT-OF-WAY.
 - LOWER COMPACTION ZONE.
- NOTES**
- TRENCH EXCAVATION PER SECTION-301.
 - PIPE BEDDING PER SECTION-305.
 - BACKFILL AND COMPACTION PER SECTION-306.
 - SURFACE REPAIR AND BASE PER DETAIL 3/C20

KETCHUM PUBLIC CONSTRUCTION SLURRY REQUIREMENT

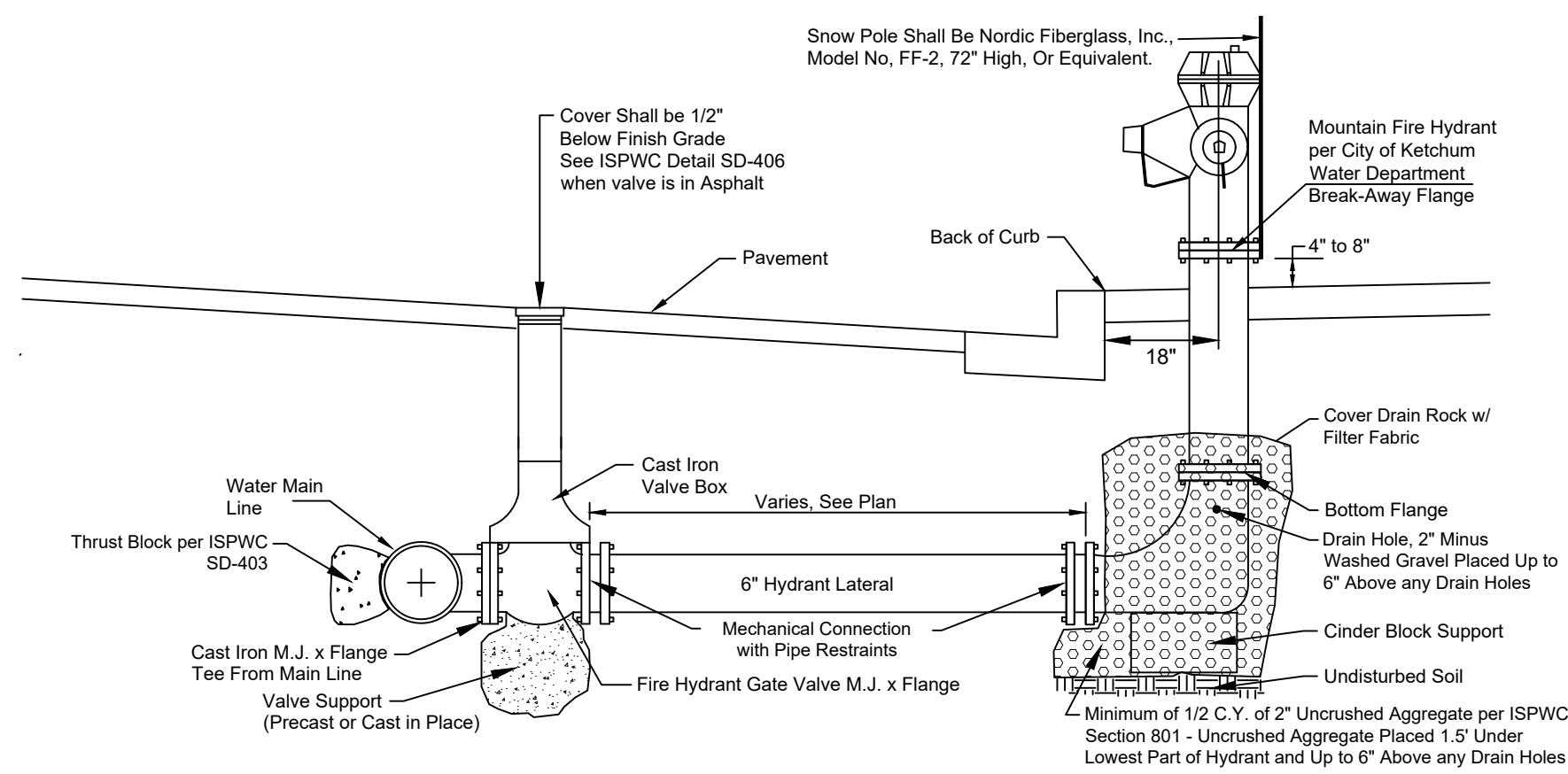
IN AREAS WHERE IT IS NECESSARY TO CUT THE ASPHALT PAVEMENT AND DIG A TRENCH FOR BURIAL OF CONDUIT CABLE OR OTHER CITY UTILITY, THE TRENCH SHALL BE BACKFILLED WITH A LEAN CONCRETE MIX TO THE BOTTOM OF FINISH SURFACE MATERIAL WITH THE FOLLOWING PROPORTIONS OF MATERIALS:

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

WATER CONTENT IS MAXIMUM AND MAY BE REDUCING DOWNWARD. CARES SHALL BE TAKEN TO ASSURE THAT EXCESS WATER IS NOT PRESENT IN THE MIXING DRUM PRIOR TO CHARGING THE MIXER WITH MATERIALS. THOROUGH MIXING WILL BE REQUIRED PRIOR TO DISCHARGE.

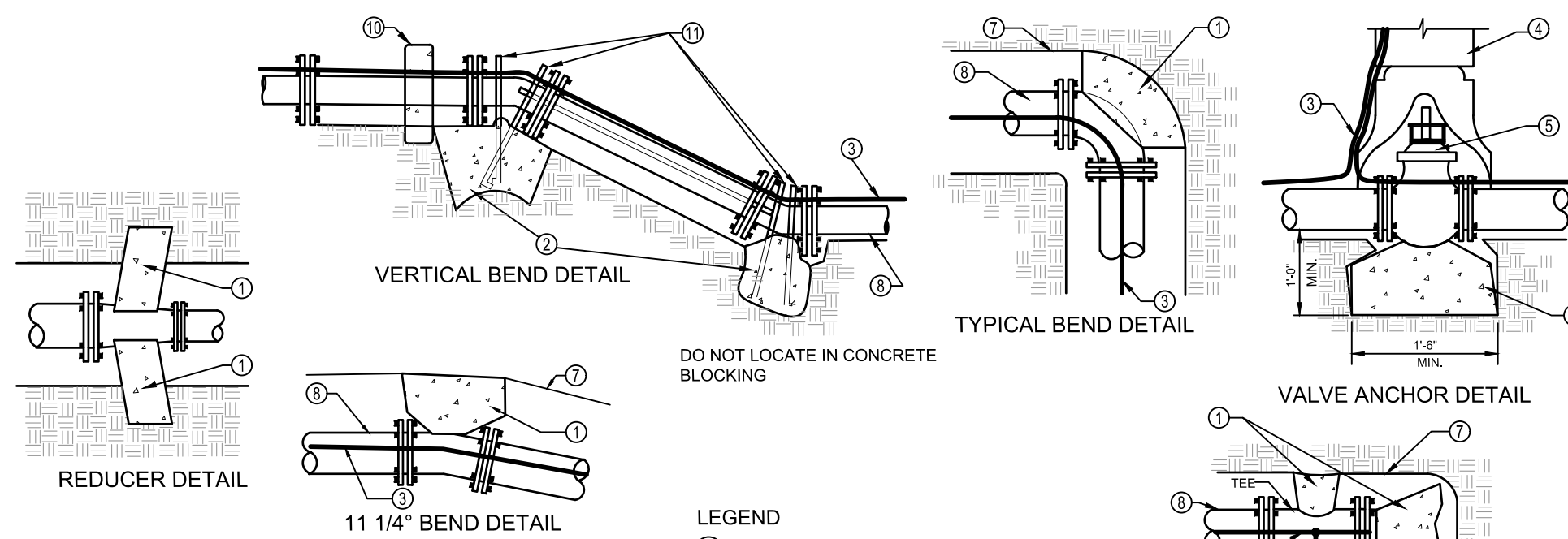
NO COMPACTION, VIBRATION OR FINISHING IS REQUIRED. THE LEAN CONCRETE MIX SHALL BE STRUCK OFF AT OR BELOW THE ELEVATION OF THE PLANTMIX SURFACING WITH A SQUARE-NOSE SHOVEL OR SIMILAR HAND TOOL. THE BACKFILL MIX SHALL BE ALLOWED TO SET FOR A MINIMUM OF 2 HOURS BEFORE THE PERMANENT PLANTMIX SURFACING IS PLACED TO COMPLETE THE TRENCH REPAIR. TEMPORARY PLACEMENT OF ASPHALT COLD MIX SURFACING MAY BE NECESSARY TO ACCOMMODATE TRAFFIC WITHIN THE FIRST 2 HOURS OF BACKFILL PLACEMENT PRIOR TO COMPLETING THE PERMANENT REPAIR.

3
C1.01 **TYPICAL TRENCH SECTION**
N.T.S.



- NOTES**
- Hydrants shall have a 6' foot bury.
 - Hydrants shall be Waterloo Pacer Model WB-67U-250 or Mueller Super Centurion 250 and conform to the following:
 - Traffic "breakaway" design
 - 250 PSI rated
 - 1 ea. 4-1/2" NST threaded nozzles
 - Dry Barrel type 6" barrel
 - Red in color
 - Main valve size 5-1/4"
 - Mechanical Restraints shall be used. Restraints shall be Romac Industries Romagrip or approved equivalent. No lug or set screw type restraints are to be used on PVC pipe.
 - City shall approve location and elevation of all Fire Hydrants. Fire Hydrants shall be located at street intersections and at a minimum spacing of 500 feet in residential zones and 450 feet in business and industrial zones. No obstructions shall be placed within 3 feet of the back and 15 feet of the sides and front of Fire Hydrants.
 - Auxiliary Gate Valve shall meet AWWA C509 (Total rubber encapsulated, resilient seat, waterous series or approved equal).
 - Valve Box shall be Tyler 064A or approved equal.
 - Hydrant break away flange elevation equal to street centerline or 4" to 8" above finished grade as approved.
 - Fire hydrant assemblies located on the opposite side of the roadway from the watermain shall have 2" Dow Board installed over the pipeline leading to the hydrant. The Dow Board shall extend from auxiliary gate valve to the hydrant.

4
C1.01 **FIRE HYDRANT**
N.T.S.



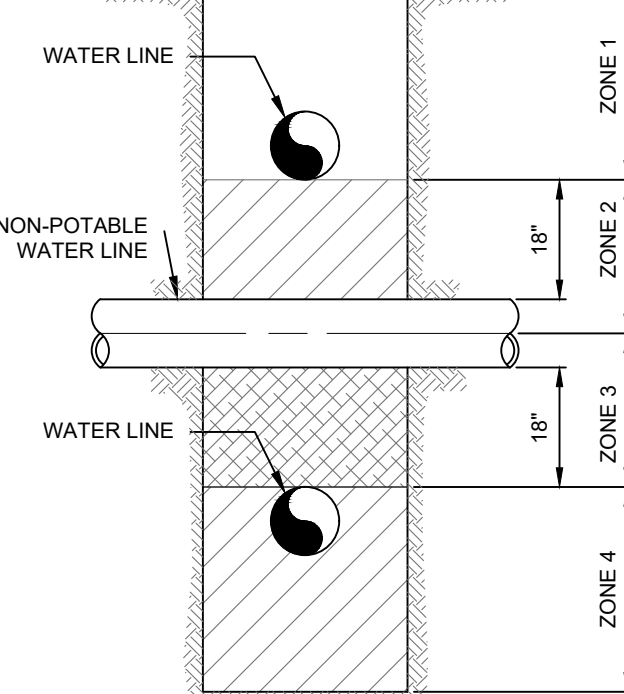
**TABLE 1
THRUST AREA FOR HORIZONTAL BENDS****

PIPE SIZE	MINIMUM SQUARE FEET OF THRUST AREA ONTO UNDISTURBED EARTH*			
	TEE, PLUG OF VALVE	90° BEND**	45° BEND	22.5°, 11.25° BENDS OR REDUCER
3"	0.8	1.1	0.6	0.3
4"	1.4	2.0	1.1	0.6
6"	3.2	4.5	2.4	1.2
8"	5.7	8.0	4.3	2.2
10"	8.8	12.5	6.8	3.4
12"	12.7	18.0	9.7	5.0
14"	17.3	24.5	13.3	6.8
16"	22.8	32.0	17.3	8.8
18"	28.5	40.5	21.9	11.2

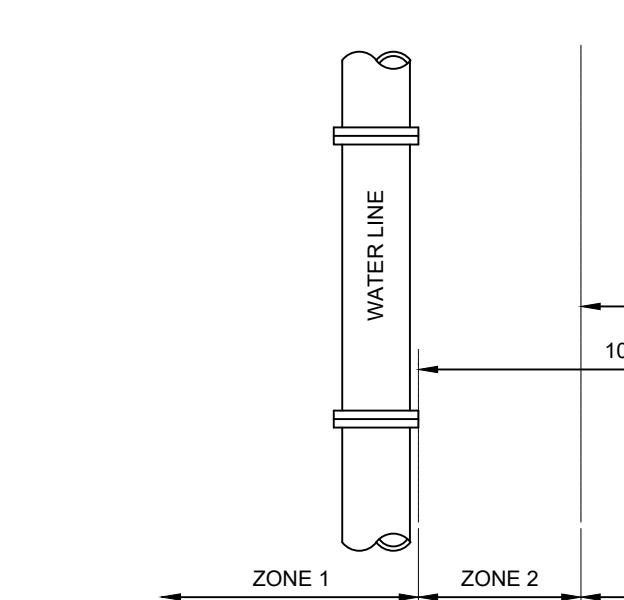
- LEGEND**
- FOR HORIZONTAL PIPE BENDS, BEARING THRUST BLOCKS MUST PROVIDE 2500 PSI CONCRETE POURED AGAINST UNDISTURBED EARTH PER TABLE 1.
 - FOR VERTICAL PIPE BENDS, GRAVITY THRUST BLOCKS MUST PROVIDE A VOLUME OF CONCRETE POURED AGAINST UNDISTURBED EARTH WHICH IS SIZED FOR EXPECTED FORCES WITH A MINIMUM 1.5 FACTOR OF SAFETY.
 - NO. 12 COPPER FINDER WIRE. SEE SD-514 FOR SPLICING.
 - C.I. VALVE BOX WITH COVER.
 - C.I. GATE VALVE (M.J.).
 - PRECAST BLOCK FOR CUT IN TEE AND VALVE OR CAST IN PLACE WITH 2-1/2" MIN REBAR.
 - TRENCH SIDE.
 - PIPE.
 - PLUG.
 - HAMMERHEAD THRUST BLOCKING.
 - ANCHOR BARS (1/2"Ø MIN)

5
C1.01 **THRUST BLOCK AND ANCHOR DETAILS**
N.T.S.

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

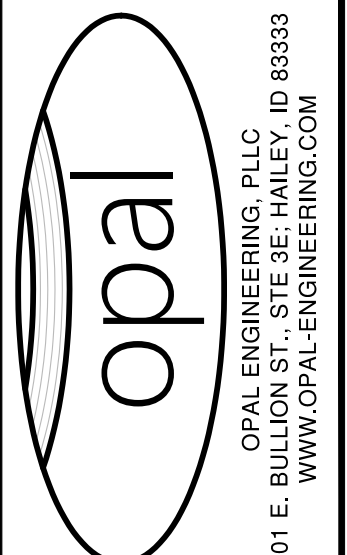


- VERTICAL SEPARATION REQUIREMENTS**
- ZONE 1: A) WATER AND NPWL MUST BE SEPARATED BY AT LEAST 18" AND B) ONE FULL, UNCLUT LENGTH OF BOTH PWL AND NPWL PIPE MUST BE CENTERED ON THE CROSSING SO THAT THE JOINTS ARE AS FAR AS POSSIBLE FROM THE CROSSING.
- ZONE 2: A) ONE FULL, UNCLUT LENGTH OF BOTH PWL AND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



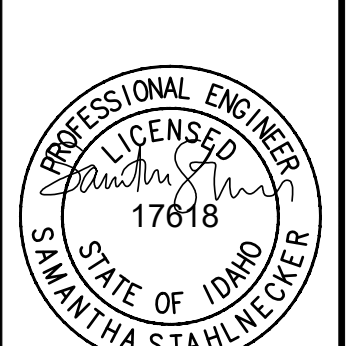
- HORIZONTAL SEPARATION REQUIREMENTS**
- ZONE 1: A) NO SPECIAL REQUIREMENTS.
- ZONE 2: A) NO SPECIAL REQUIREMENTS FOR POTABLE OR NON-POTABLE SERVICES AND B) WATER AND NPWL SEPARATED BY AT LEAST 6 FEET AT OUTSIDE WALLS. AND C) WATER AT LEAST 18 INCHES HIGHER IN ELEVATION THAN THE NPWL. AND EITHER D) NPWL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

6
C1.01 **POTABLE AND NON-POTABLE WATER LINE (NPWL) SEPARATION**
N.T.S.



PURPOSE: ISSUE FOR DESIGN REVIEW (02/25/2026)

REVISION NO.	DATE	DESCRIPTION
1	04/30/26	RESPONSE TO ROUND #1 CITY COMMENTS
2	06/17/26	RESPONSE TO ROUND #2 CITY COMMENTS

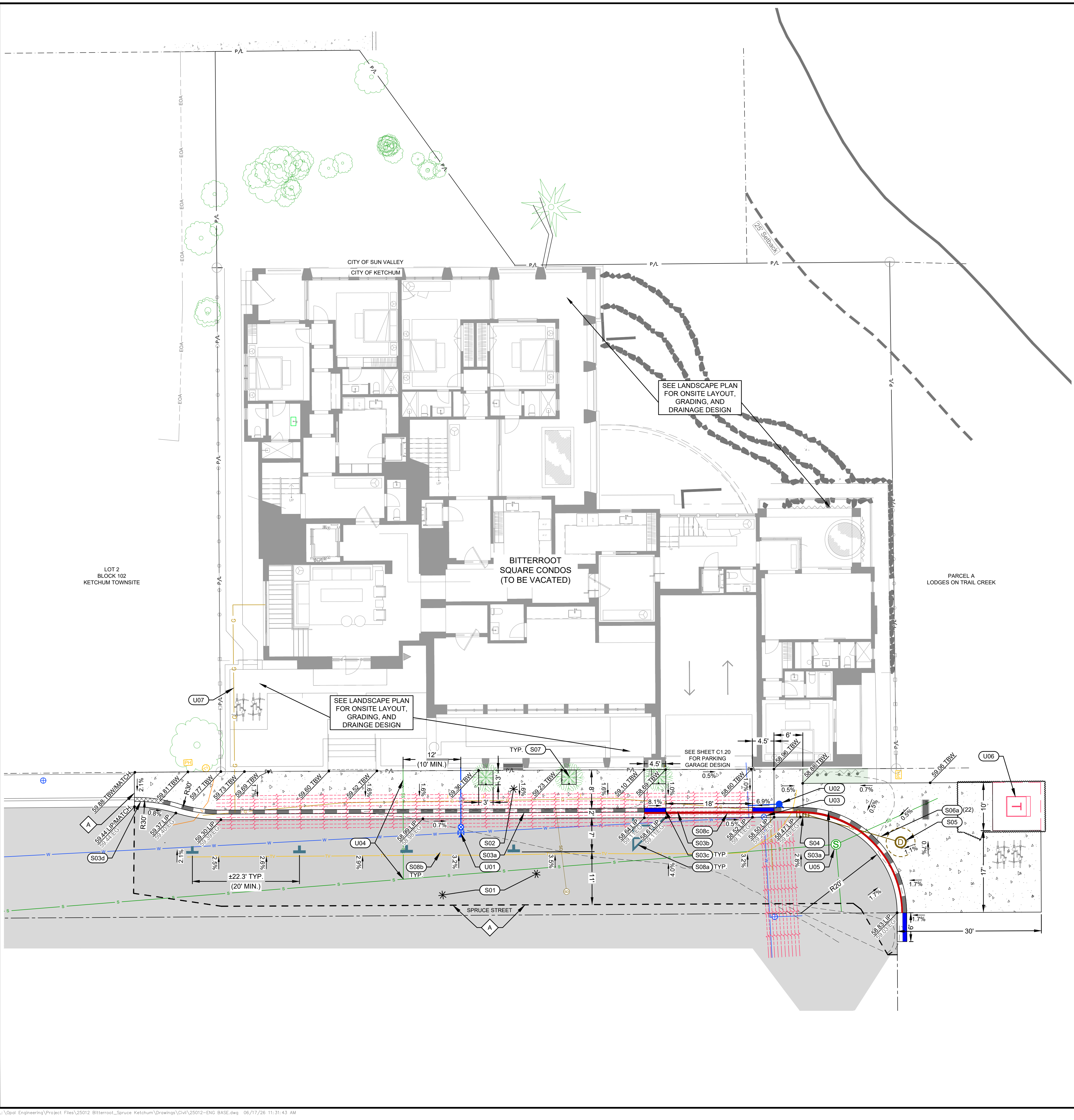


PRELIMINARY NOT FOR CONSTRUCTION

DETAIL SHEET

THE BITTERROOT
PREPARED FOR: SUNDANCE R3 DEVCO LLC

25012
PROJECT NUMBER
C1.01



SITE IMPROVEMENT KEY NOTES

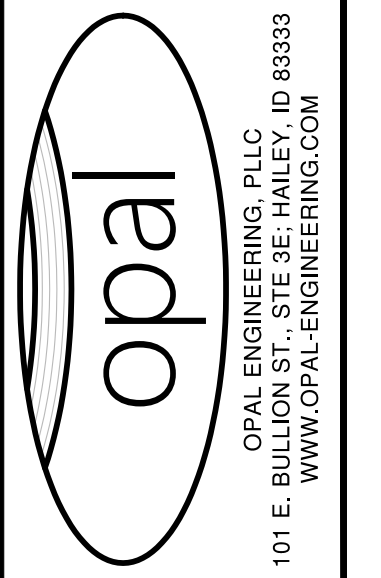
- S01** CONSTRUCT ASPHALT ROADWAY / ASPHALT REPAIR. REFER TO DETAIL 1 / C1.00.
- S02** CONSTRUCT HEATED CONCRETE SIDEWALK, WIDTH AS SHOWN HEREON. REFER TO DETAIL 2 / C1.00.
- S03** CONSTRUCT CONCRETE CURB AND GUTTER
 - a. 6" ROLLED C&G PER DETAIL 3 / C1.00.
 - b. CURB TRANSITION PER DETAIL 4 / C1.00.
 - c. ZERO REVEAL CURB AND GUTTER PER DETAIL 4 / C1.00.
 - d. ±6" OF CURB TRANSITION (BETWEEN 6" ROLLED C&G AND MONOLITHIC POUR SIDEWALK, CURB, & GUTTER).
- S04** INSTALL CATCH BASIN, RECTANGULAR GRATE. REFER TO DETAIL 1 / C1.01. RIM = 5855.37. I.E.(OUT) = 5855.37.
- S05** INSTALL DRYWELL. REFER TO DETAIL 2 / C1.01. RIM = 5859.1. I.E.(IN) = 5854.95.
- S06** INSTALL STORM DRAIN PIPE WITH A MINIMUM SLOPE OF 2.0%. REFER TO DETAIL 3 / C1.01 FOR TRENCHING. 12" ADS N-12 PIPE.
- S07** INSTALL TREE WELL. REFER TO LANDSCAPE PLANS.
- S08** INSTALL ROAD STRIPING / PAINT
 - a. YELLOW ASPHALT NO PARKING STRIPING (4' WIDE). MATCH CITY PATTERNS.
 - b. YELLOW ASPHALT PARKING STRIPING "T". MATCH CITY PATTERNS.
 - c. RED "NO PARKING" STRIPING ON CURB. MATCH CITY PATTERNS. (PAINT TOP HALF OF ROLLED CURB).
- A** MATCH EXISTING LINES AND GRADES

UTILITY KEY NOTES

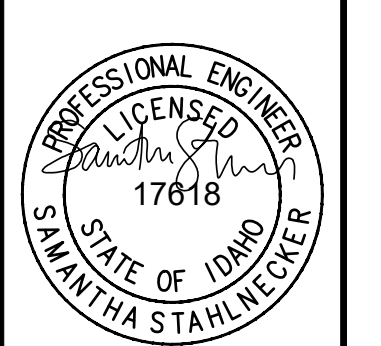
- U01** INSTALL NEW FIRE AND DOMESTIC WATER SERVICE, STAINLESS STEEL TAPPING SADDLE, AND GATE VALVE. REFER TO MECHANICAL DRAWINGS FOR SERVICE SIZE AND PIPE MATERIAL. REFER TO DETAIL 3 / C1.01 FOR TRENCHING AND DETAIL 5 / C1.01 FOR THRUST PROTECTION.
- U02** INSTALL NEW MOUNTAIN HYDRANT PER DETAIL 4 / C1.01. CONNECT TO EXISTING VALVE. HYDRANT LOCATION TO BE FIELD-VERIFIED BY THE CITY OF KETCHUM WATER DEPARTMENT.
- U03** ADJUST WATER VAULT LID ELEVATION. EXISTING LID ELEV. = ±5858.3. PROPOSED RIM ELEV. = 5858.50.
- U04** UTILIZE EXISTING SEWER SERVICE LINE INTO EXISTING BUILDING.
- U05** ADJUST SEWER MANHOLE RIM ELEVATION. EXISTING RIM ELEV. = ±5859.85. PROPOSED RIM ELEV. = 5858.75.
- U06** INSTALL POWER TRANSFORMER (BY OTHERS). OWNER OR CONTRACTOR TO FACILITATE AND COORDINATE INSTALLATION WITH IDAHO POWER.
- U07** INSTALL GAS SERVICE. COORDINATE WITH INTERMOUNTAIN GAS SERVICE FOR INSTALLATION REQUIREMENTS.

ABBREVIATIONS

- EG EXISTING GRADE
- LIP LIP OF GUTTER
- MATCH MATCH EXISTING GRADE
- TBW TOP BACK OF WALK

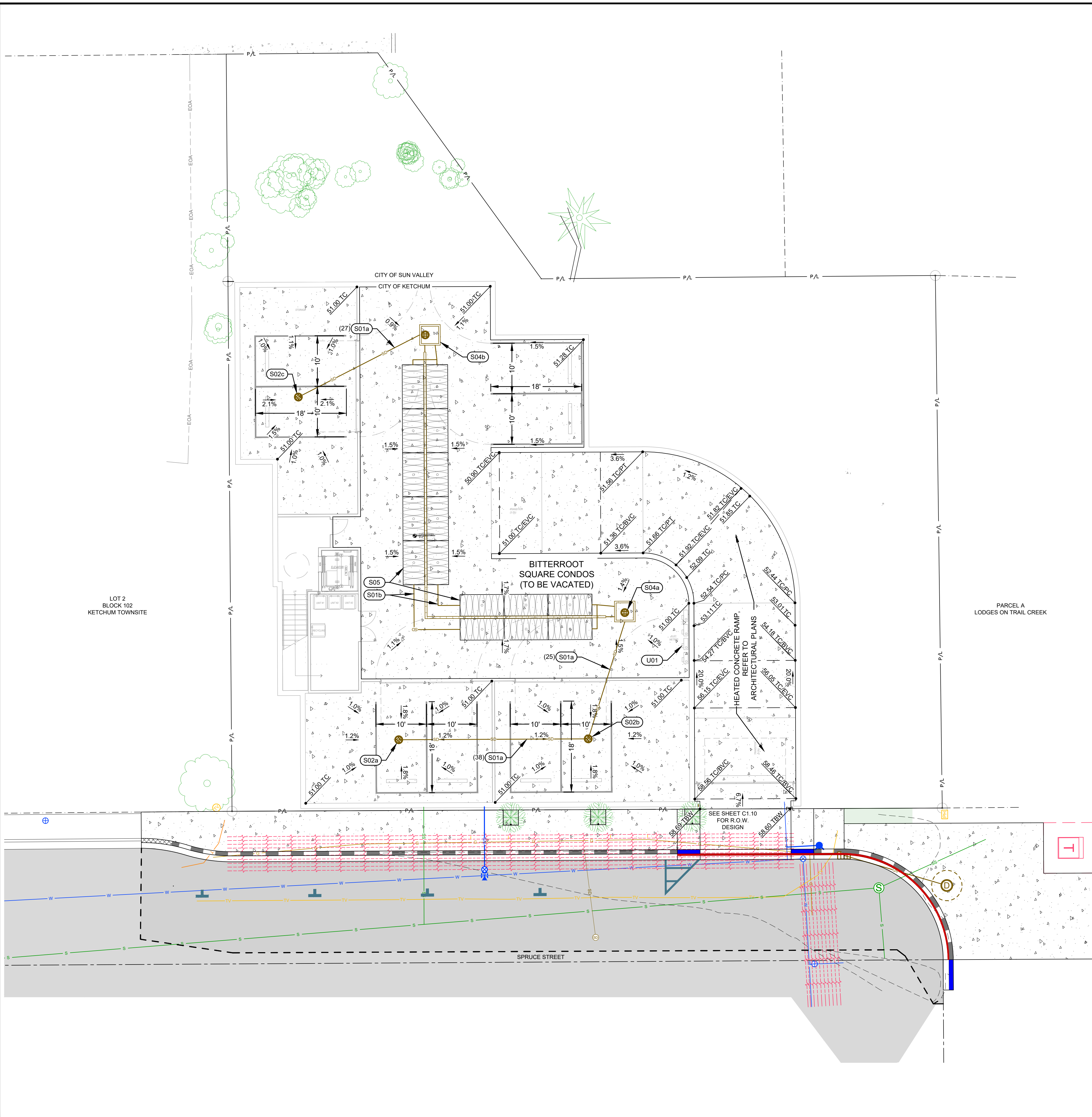


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PRELIMINARY NOT FOR CONSTRUCTION

SITE PLAN
THE BITTERROOT
 PREPARED FOR: SUNDANCE R3 DEVCO LLC
 PROJECT NUMBER: 25012
 C1.10



SITE IMPROVEMENT KEY NOTES

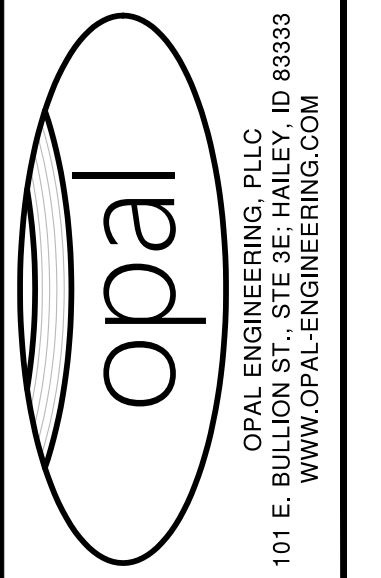
- S01 INSTALL STORM DRAIN PIPE. REFER TO DETAIL 3 / C1.01 FOR TRENCHING.
 - a. 6"Ø D3034 PVC PIPE, SLOPE = 2.0% MIN.
 - b. 12"Ø ADS N-12 PIPE, INSTALLED FLAT
- S02 INSTALL CATCH BASIN, ROUND GRATE. REFER TO DETAIL 1 / C1.01.
 - a. RIM = 5850.7
I.E.(OUT) = 5847.7
 - b. RIM = 5850.7
I.E. (IN) = 5846.9
I.E.(OUT) = 5846.8
 - c. RIM = 5850.7
I.E.(OUT) = 5847.7
- S03 INSTALL NDS SPEED-D CHANNEL DRAIN WITH GRATE PER ARCHITECT. INSTALL PER MANUFACTURER'S RECOMMENDATIONS. CONNECT TO SAND AND GREASE TRAP.
- S04 INSTALL CONCRETE 350 GALLON SAND AND GREASE TRAP WITH TRAFFIC RATED LID. CONNECT ROOF DRAINS PER ARCHITECT.
 - a. RIM = 5850.8
I.E. (IN) = 5846.3
I.E. (OUT) = 5846.2
 - b. RIM = 5850.8
I.E. (IN) = 5847.1
I.E. (OUT) = 5847.0
- S05 INSTALL 16 DC-780 STORMTECH CHAMBERS. INSTALL OBSERVATION PORTS AT THE ENDS OF EACH ROW. PER MANUFACTURER'S RECOMMENDATIONS.
 - TOP OF CHAMBER = 5847.5
I.E. (IN) = 5846.9
BOTTOM OF CHAMBER = 5845.0

UTILITY KEY NOTES

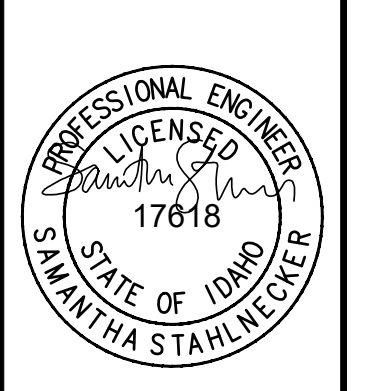
- U01 INSTALL POWER METER. LOCATION TO BE VERIFIED BY IDAHO POWER (BY OTHERS) OWNER OR CONTRACTOR TO FACILITATE AND COORDINATE INSTALLATION WITH IDAHO POWER.

ABBREVIATIONS

- BVC BEGIN VERTICAL CURVE
- EVC END VERTICAL CURVE
- PC POINT OF CURVATURE
- PT POINT OF TANGENCY
- TC TOP OF CONCRETE



REVISION NO.	DATE	DESCRIPTION
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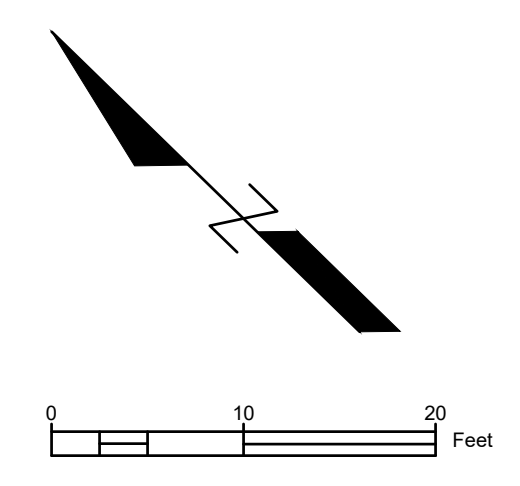


**PRELIMINARY
NOT FOR
CONSTRUCTION**

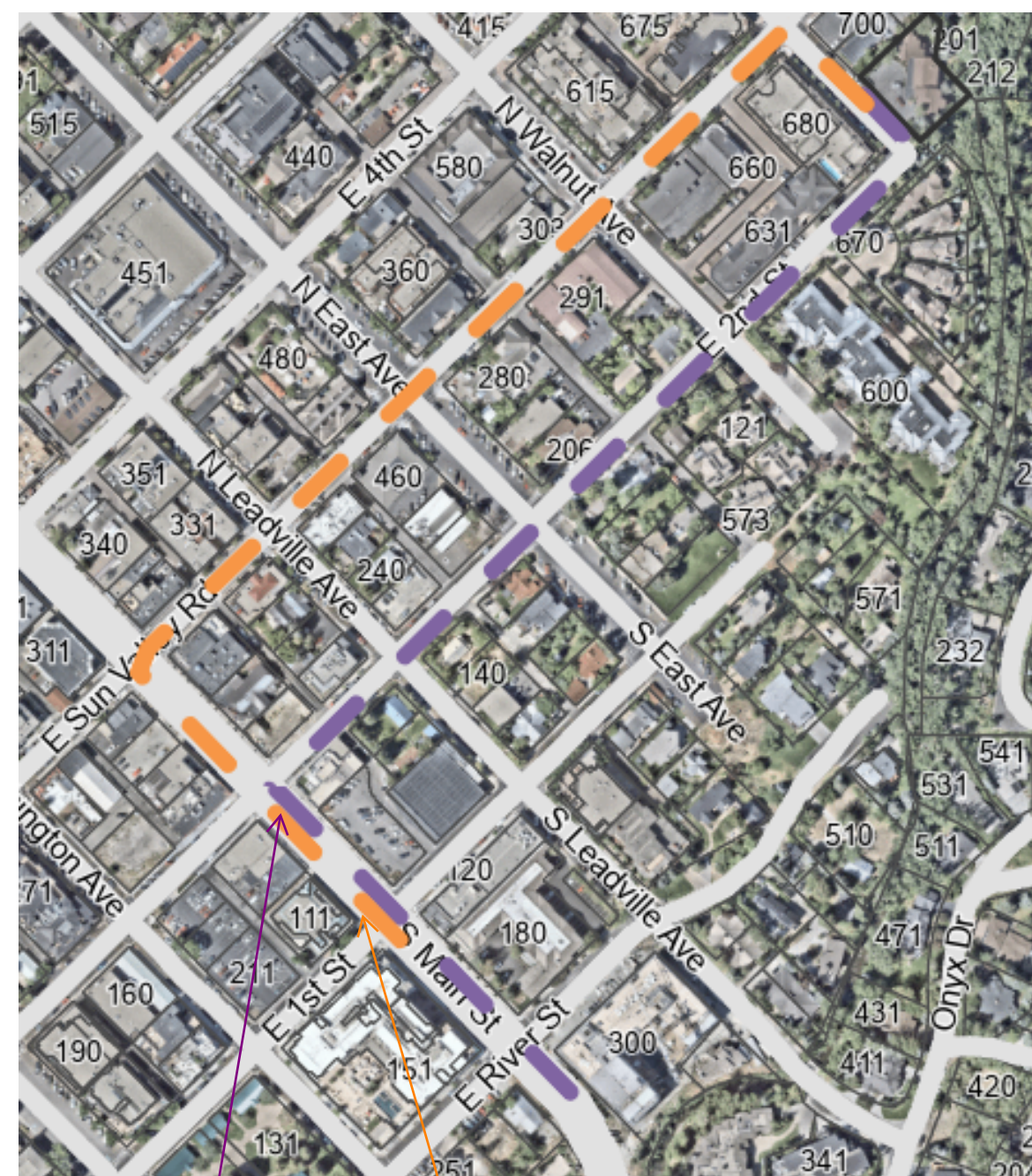
SITE PLAN - PARKING GARAGE
THE BITTERROOT
PREPARED FOR: SUNDANCE R3 DEVCO LLC

25012
PROJECT NUMBER

C1.20



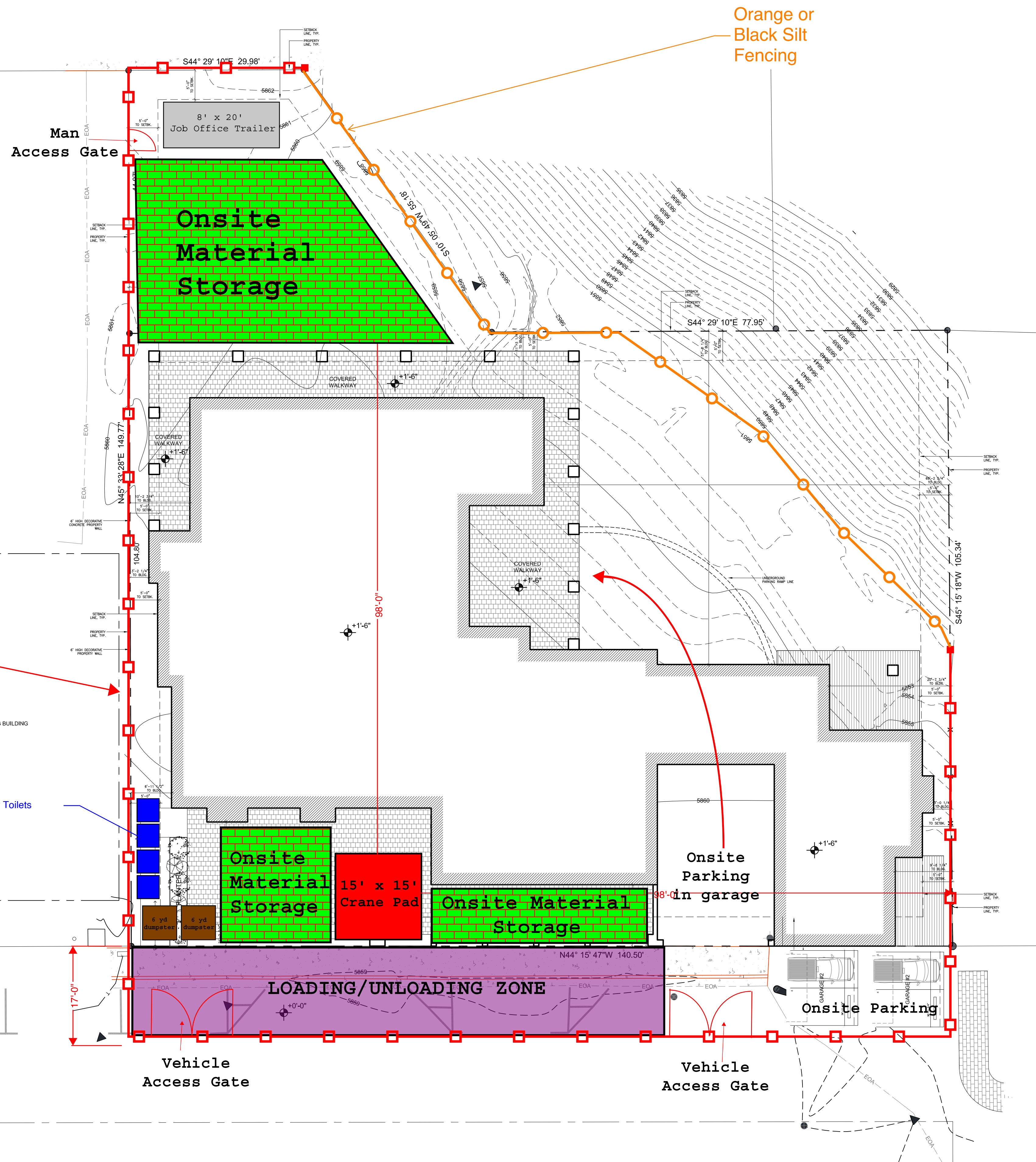
DELIVERIES



Purple is jobsite delivery incoming route.
 From Main Street, turn right onto E 2nd Street until they reach 200 spruce

Orange is jobsite delivery outgoing route.
 From 200 Spruce, turn left onto Sun Valley Road, turn left or right at Main street

Temp Fence is Sonco 6' Tall x 10' temporary chain link fence panels with black screening, 10% Opacity



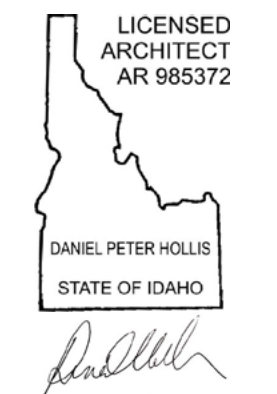
Orange or Black Silt Fencing

NOTES:

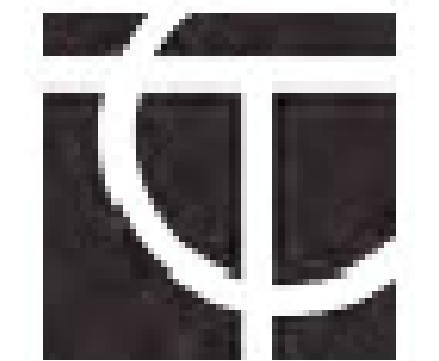
1. ALL DIMENSIONS / TAKEOFFS TO BE VERIFIED IN THE FIELD BY CONTRACTOR
2. SIDEWALK/ALLEYWAY SNOW REMOVAL IN THE R.O.W IS THE RESPONSIBILITY OF THE HOA.
3. PLAZA/PEDESTRIAN SIDEWALK WILL HAVE SNOWMELT.

PO BOX 1769 [post]
 SUN VALLEY, ID 83353
 220 River St. E [courier]
 KETCHUM, ID 83343

V.208.721.7160 / V.208.721.0633



THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION AND CONSTRUCTION OF THIS PROJECT WILL BE UNDER MY OBSERVATION



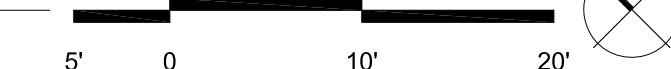
REVISION DATE

ISSUE/DATE	PRE-APP DR	4/30/25
DRAWN BY	INTRO SET	3/20/25
CHECKED BY	DPH / JJR	
DATE	DPH / JJR	
JOB NO.	03/12/24	
	1094	

THE BITTERROOT ON TRAIL CREEK

200 N. SPRUCE STREET
 KETCHUM, IDAHO

ARCHITECTURAL SITE PLAN





1 ELECTRICAL GARAGE PLAN
SCALE: 1/8"=1'-0"

GENERAL NOTES:

1. CONTRACTOR SHALL CONTACT UNDERGROUND UTILITY LOCATING SERVICE PRIOR TO EXCAVATION FOR ELECTRICAL WORK.
2. CONTRACTOR IS RESPONSIBLE FOR COORDINATION WITH ALL OTHER SITE DISCIPLINES INCLUDING BUT NOT LIMITED TO TRADES ASSOCIATED WITH WATER, SEWER, AND GAS INSTALLATIONS.
3. ELECTRICAL CONTRACTOR SHALL COORDINATE UTILITY WORK REQUIRED BY IPCO AND SHALL FORWARD IPCO WORK ORDER INVOICE TO OWNER FOR PAYMENT BY OWNER.

KEYED NOTES:

1. EXISTING TRANSFORMER AND PAD.
2. ELECTRICAL METERS.

PRELIMINARY

NO.	REVISIONS	DATE

**HOLLIS PARTNERS
THE BITTERROOT ON TRAIL CREEK
ELECTRICAL GARAGE PLAN**

SCALE: AS NOTED
DATE: ___/___/___
DRAWN BY: DS
CHECKED BY: RE

SHEET
E1.0

GENERAL NOTES:

1. CONTRACTOR SHALL CONTACT UNDERGROUND UTILITY LOCATING SERVICE PRIOR TO EXCAVATION FOR ELECTRICAL WORK.
2. CONTRACTOR IS RESPONSIBLE FOR COORDINATION WITH ALL OTHER SITE DISCIPLINES INCLUDING BUT NOT LIMITED TO TRADES ASSOCIATED WITH WATER, SEWER, AND GAS INSTALLATIONS.
3. ELECTRICAL CONTRACTOR SHALL COORDINATE UTILITY WORK REQUIRED BY IPCO AND SHALL FORWARD IPCO WORK ORDER INVOICE TO OWNER FOR PAYMENT BY OWNER.

PRELIMINARY

NO.	REVISIONS	DATE

HOLLIS PARTNERS
 THE BITTERROOT ON TRAIL CREEK
LEVEL 1 EXTERIOR LIGHTING PLAN

SCALE: AS NOTED
 DATE: --/--/--
 DRAWN BY: DS
 CHECKED BY: RE

SHEET
E1.1



1 LEVEL 1 EXTERIOR LIGHTING PLAN
 SCALE: 1/8"=1'-0"

GENERAL NOTES:

1. CONTRACTOR SHALL CONTACT UNDERGROUND UTILITY LOCATING SERVICE PRIOR TO EXCAVATION FOR ELECTRICAL WORK.
2. CONTRACTOR IS RESPONSIBLE FOR COORDINATION WITH ALL OTHER SITE DISCIPLINES INCLUDING BUT NOT LIMITED TO TRADES ASSOCIATED WITH WATER, SEWER, AND GAS INSTALLATIONS.
3. ELECTRICAL CONTRACTOR SHALL COORDINATE UTILITY WORK REQUIRED BY IPCO AND SHALL FORWARD IPCO WORK ORDER INVOICE TO OWNER FOR PAYMENT BY OWNER.

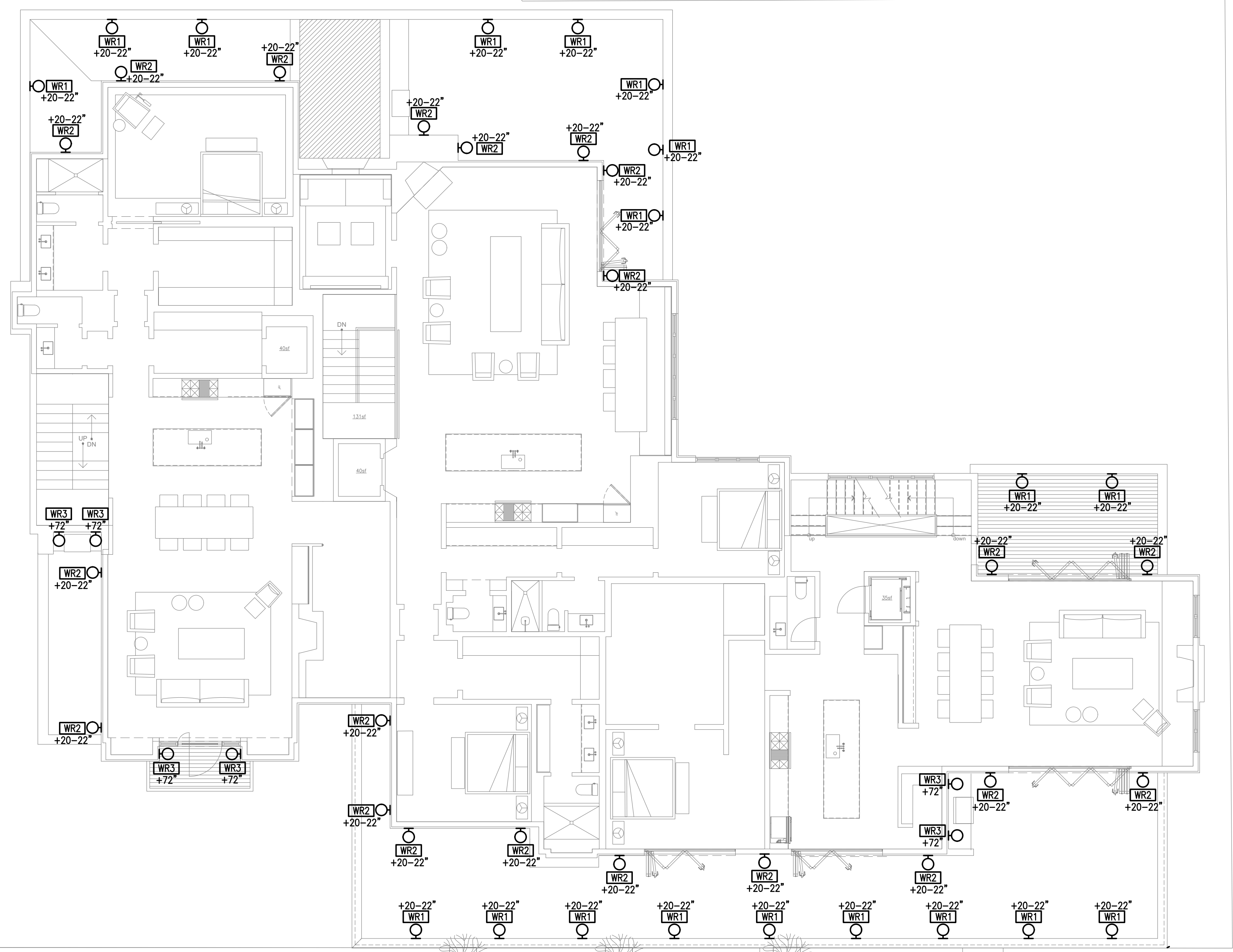
PRELIMINARY
 --/--/--

NO.	REVISIONS	DATE

HOLLIS PARTNERS
 THE BITTERROOT ON TRAIL CREEK
LEVEL 2 EXTERIOR LIGHTING PLAN

SCALE: AS NOTED
 DATE: --/--/--
 DRAWN BY: DS
 CHECKED BY: RE

SHEET
E1.2



1 LEVEL 2 EXTERIOR LIGHTING PLAN
 SCALE: 1/8"=1'-0"

GENERAL NOTES:

- VALUES SHOWN INDICATE ESTIMATED ILLUMINATION LEVEL AT GRADE IN FOOT-CANDLES.

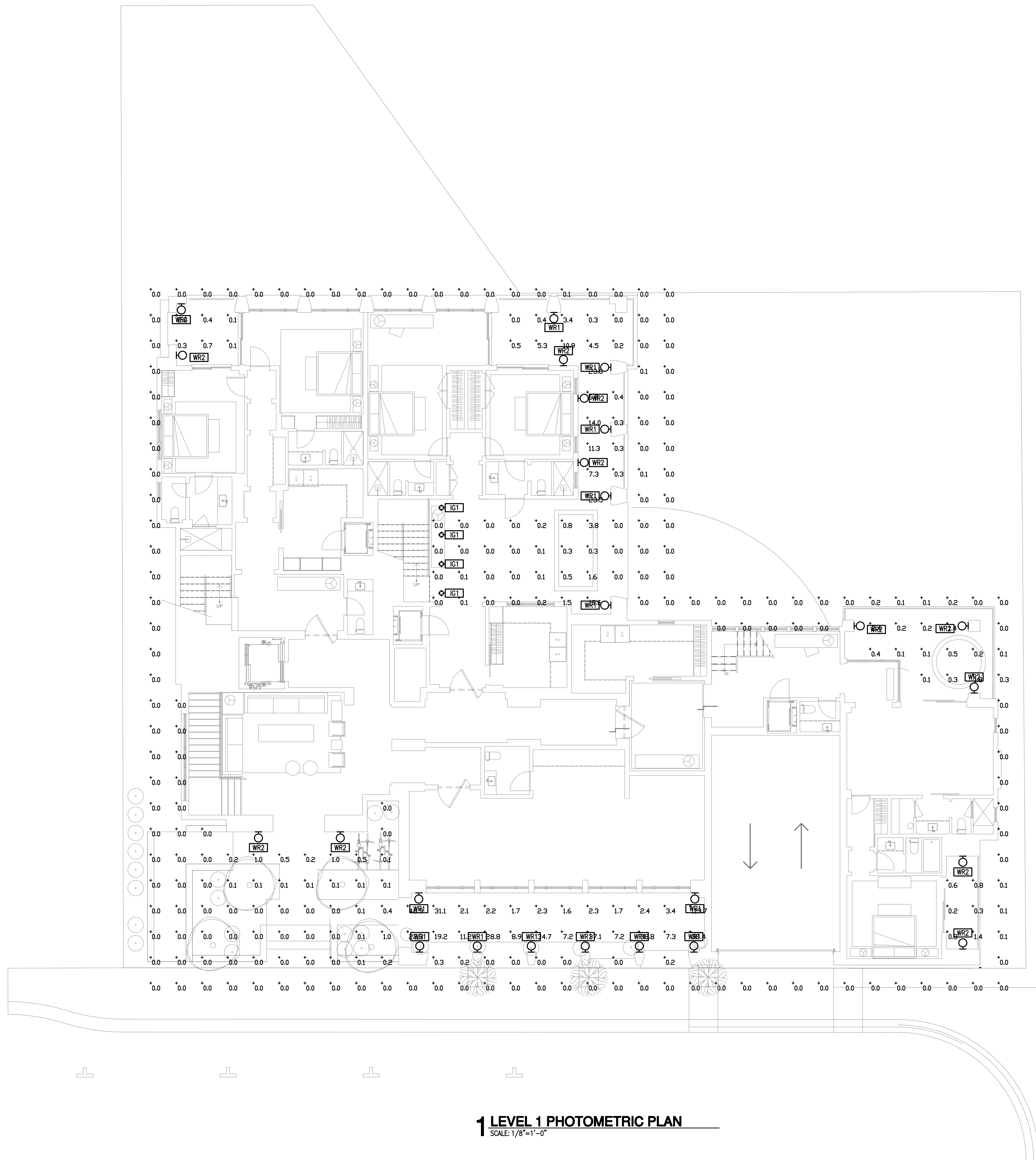
PRELIMINARY

NO.	REVISIONS	DATE

HOLLIS PARTNERS
 THE BITTERROOT ON TRAIL CREEK
LEVEL 1 PHOTOMETRIC PLAN

SCALE:	AS NOTED
DATE:	
DRAWN BY:	DS
CHECKED BY:	RE

SHEET
E1.3



1 LEVEL 1 PHOTOMETRIC PLAN
 SCALE: 1/8"=1'-0"

GENERAL NOTES:

- VALUES SHOWN INDICATE ESTIMATED ILLUMINATION LEVEL AT GRADE IN FOOT-CANDELES.

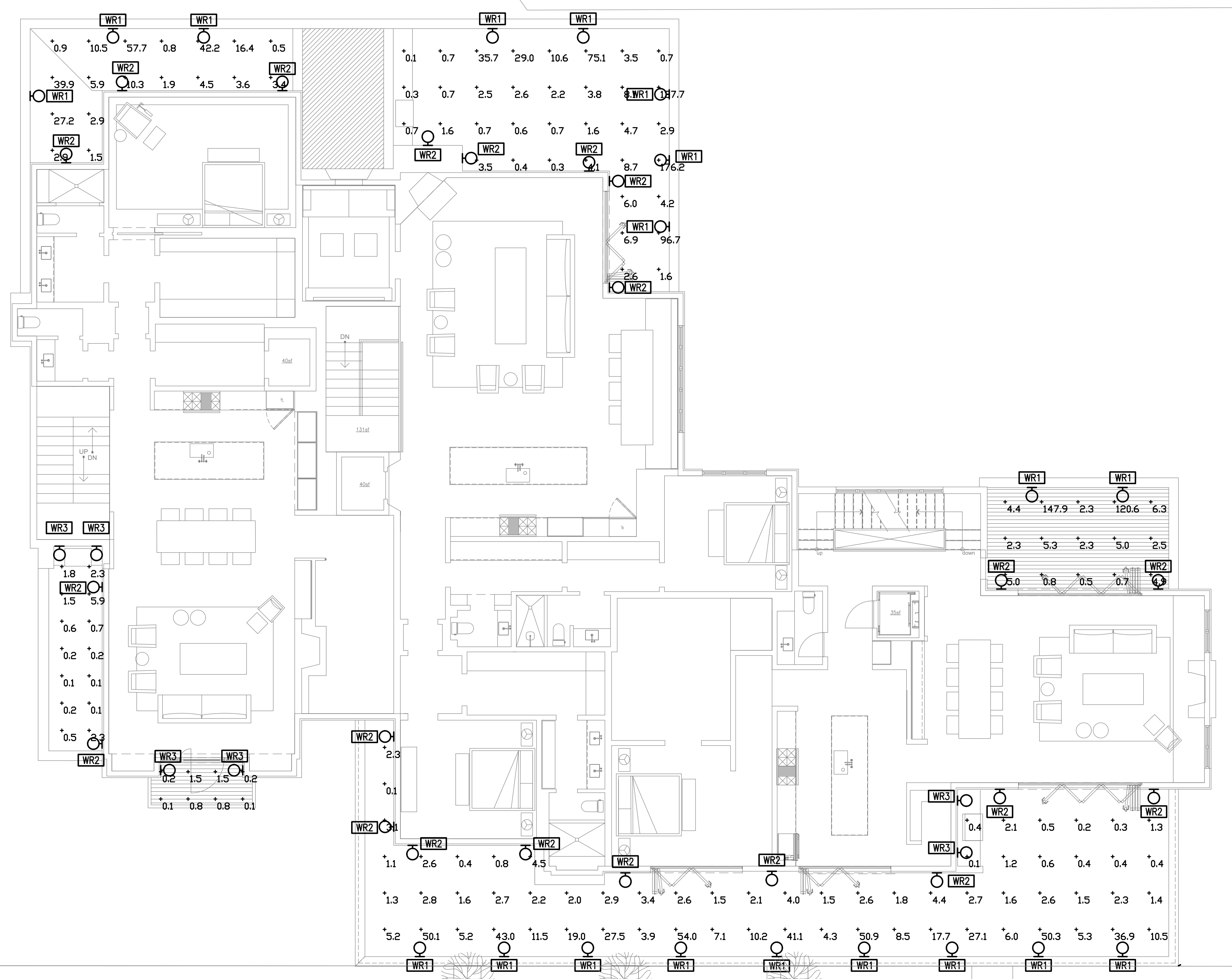
PRELIMINARY

NO.	REVISIONS	DATE

**HOLLIS PARTNERS
 THE BITTERROOT ON TRAIL CREEK
 LEVEL 2 PHOTOMETRIC PLAN**

SCALE: AS NOTED
 DATE: / /
 DRAWN BY: DS
 CHECKED BY: RE

SHEET
E1.4



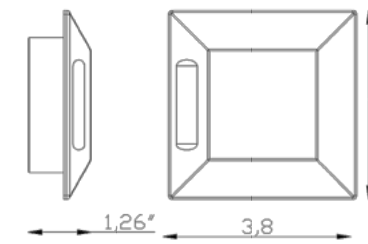
1 LEVEL 2 PHOTOMETRIC PLAN
 SCALE: 1/8"=1'-0"

LUMINAIRE SCHEDULE - THE BITTERROOT ON TRAIL CREEK						4/21/2026	
ID	MANUFACTURER	CATALOG NUMBER	LAMPS	INPUT WATTS	VOLTAGE	MOUNTING	COMMENTS
IG1	LUMIEN	LAB-136-CORE; Z4B1-10W-3000K-40-A	LED	10	120	IN GRADE	
WR1	COPPERMOON	CM.840	LED	10	120	RECESSED WALL	
WR2	HINKLEY	15228BK	LED	2.6	120	RECESSED WALL	
WR3	HINKLEY	15232BK	LED	1.4	120	RECESSED WALL	

General Notes:
 G1. Design is based on first named manufacturer. Alternate manufacturers are acceptable, subject to compliance with the specified requirements, form, and function of the luminaire.
 It is the contractors responsibility to provide a complete and operable system. Prior approvals will not be provided by Engineer.
 G2. Contractor shall provide and coordinate all fixture mounting accessories.



LAB-136



Lumien Lighting
 770-485-9002
 orders@lumienlighting.com
 www.lumienlighting.com

Lumien Lighting reserves the right to modify product specifications without notification. © 2023 Lumien Enterprise Inc.

PROJECT: Bitterroot
 TYPE: IG1
 CAT #:

DESCRIPTION

Accessory, Brass - Antique, Macro, Recessed, Square, (1) Side Light

SPECIFICATIONS

Construction Brass
 Finish Antique
 Light Warranty Lifetime

FINISHES

Antique

NOTES

LUMIEN ORDERING GUIDE

MODULE TYPE (required)	WATTS	COLOR TEMP	BEAM SPREAD	FINISH	ACCESSORIES
LAB-136 +	CORE: Z4B1 10W	2700K 3000K	40°	A	Mounts - Ground (Optional) LAP-009 Plastic, PVC for Macro Modules Mounts - Recessed (Optional) LAB-187 Stainless Steel, Macro, Spring-Loaded Accessories - Lens (Optional) LAB-145 BK Aluminum, Macro, Banded Hex Accessories - Pro Series (Optional) LP-REMOTE LumienPRO Remote
LAB-136 +	PRO: Z7B1 10W	2700-5700K	40°	A	
LAB-136 +	PRO: Z9B1 10W	2700-5700K	40°	A	

www.lumienlighting.com

LUMIEN MODULES

	CORE	PRO	PRO
	Z4B1-10W-27K-A Z4B1-10W-30K-A	Z7B1-10W-A	Z9B1-10W-A
Construction	Brass	Brass	Brass
Finish	Antique	Antique	Antique
Input Voltage	10-15V	10-15V	10-15V
Wattage (Volt Amps)	10W (10.77)	10W (14.87)	10W (14.6)
Module Lumens	800 Lm	610 Lm	445 Lm
Color Temperature	2700K, 3000K	2700-5700K	2700-5700K
Beam Spread	40°	40°	40°
Lead Wire Length	6'	6'	6'
CRI	80+	80+	80+
RGB	No	No	Yes
Dimmable	Primary Dimming	With LumienPRO Remote	With LumienPRO Remote
Rated Life	50,000 Hrs	50,000 Hrs	50,000 Hrs
Warranty	10 Years	10 Years	10 Years
Core Drill Size	-	-	-

www.lumienlighting.com

PRELIMINARY

NO.	REVISIONS	DATE

HOLLIS PARTNERS
 THE BITTERROOT ON TRAIL CREEK
 EXTERIOR LUMINAIRE SCHEDULE

SCALE: AS NOTED
 DATE: / /
 DRAWN BY: DS
 CHECKED BY: RE

SHEET
 E1.5

COASTAL ELEMENTS™
collection

WR3



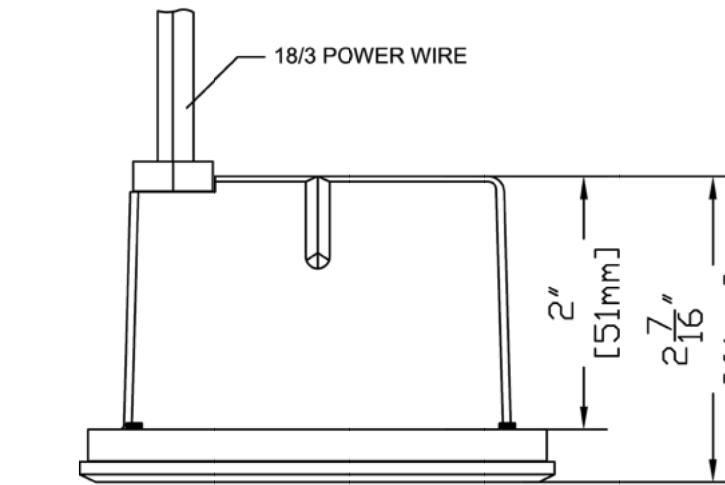
NUVI
12V ROUND DECK SCONCE
15232BK

NUVI offers exceptional 12v LED horizontal illumination due to its innovative composite optic technology. Constructed of durable, solid vinyl alloy, NUVI offers resiliency and is built for a long-life. A diverse range of mounting opportunities and easy installation ensure maximum flexibility. ETL rated for indoor/outdoor use.

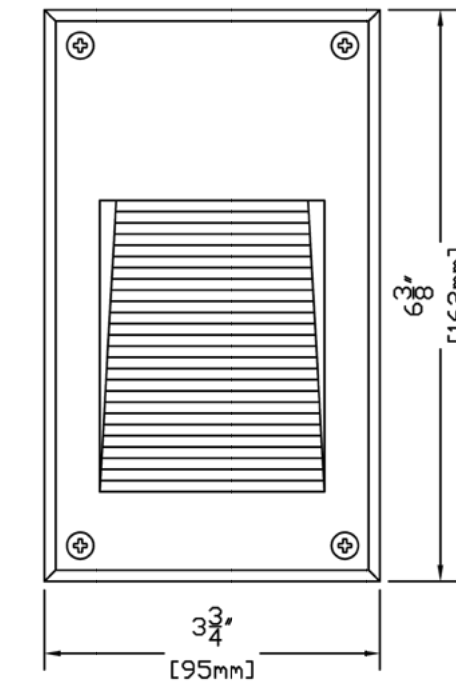
FINISH: Black
WIDTH: 3"
HEIGHT: 3"
DEPTH: 0
LIGHT SOURCE: Integrated LED
WATTAGE: 1.40w LED *included 2700K
TRANSFORMER REQUIRED: Yes

HINKLEY

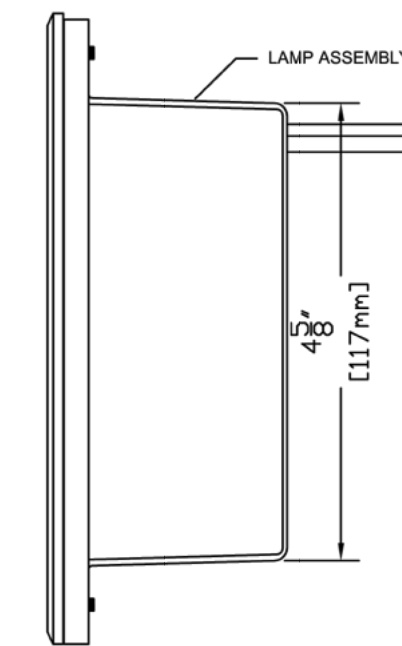
HINKLEY
33000 Pin Oak Parkway
Avon Lake, OH 44012
PHONE: (440) 653-5500
Toll Free: 1 (800) 446-5539
hinkley.com



TOP VIEW WITH DIMENSIONS



FRONT VIEW WITH DIMENSIONS

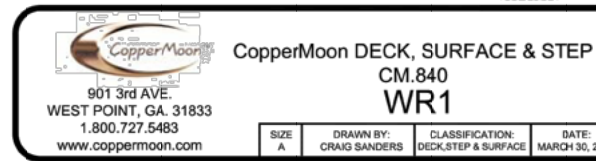


SIDE VIEW WITH DIMENSIONS

- FEATURES:**
- DIE CAST BRASS HOUSING WITH LOUVERS
- HIGH HEAT SILICONE O-RING
- BERYLLIUM SOCKET WITH 68 180 POWER LEAD
- FINISHES:**
- RAW BRASS
- ANTIQUE BRASS
- LAMPS:**
- 12 VOLT 10 WATT B-PIN 2700K
- 20 WATT MAXIMUM
- LENS:**
- 3mm FROSTED SODA LIME GLASS
- ACCESSORIES:**
- 20R & 6R 180 LEADS AVAILABLE



SHOWN IN ANTIQUE FINISH



COASTAL ELEMENTS™
collection

WR2



NUVI
LARGE RECTANGULAR DECK SCONCE
15228BK

NUVI offers exceptional 12v LED horizontal illumination due to its innovative composite optic technology. Constructed of durable, solid vinyl alloy, NUVI offers resiliency and is built for a long-life. A diverse range of mounting opportunities and easy installation ensure maximum flexibility. ETL rated for indoor/outdoor use.

FINISH: Black
WIDTH: 8"
HEIGHT: 3"
DEPTH: 0
LIGHT SOURCE: Integrated LED
WATTAGE: 2.60w LED *included 2700K
TRANSFORMER REQUIRED: Yes

HINKLEY

HINKLEY
33000 Pin Oak Parkway
Avon Lake, OH 44012
PHONE: (440) 653-5500
Toll Free: 1 (800) 446-5539
hinkley.com

PRELIMINARY

--/--/--

NO.	REVISIONS	DATE

HOLLIS PARTNERS
THE BITTERROOT ON TRAIL CREEK
FIXTURE CUTSHEETS

SCALE: AS NOTED
DATE: --/--/--
DRAWN BY: DS
CHECKED BY: RE

SHEET
E1.6



Attachment B

Design Review

Supplemental Materials



PO Box 1769 [post]
Sun Valley, ID 83353
220 E. River Street [courier]
Ketchum, ID 83340
v 208.721.7160 / 208.721.0633

February 27th 2026

City of Ketchum – Planners
P.O Box 2315
480 East Ave. N.
Ketchum, ID 83340

Dear City of Ketchum Planners/commissioners,

The application pertains to the property at 200 N Spruce Ave, proposed for redevelopment as the *Bitterroot* residential project. This project introduces a new three-story residential building at the edge of downtown Ketchum, designed around a central communal plaza intended to activate this portion of Spruce Avenue. The plaza serves both as a welcoming pedestrian connection along Spruce and as a shared gathering space for residents.

The existing commercial structure on the site is three stories and totals 12,799 sq ft on a 14,733.2 sq ft lot. The proposed residential building remains three stories with 14,039.7 sq ft, maintaining a 0.953 FAR, which is below the 1.0 FAR threshold. To create a more engaging and pedestrian-oriented ground level, all parking has been placed below grade. The basement garage provides two parking spaces per residence along with one ADA space.

The ground floor prioritizes street activation, with the residential common area and plaza entrance occupying most of the Spruce Avenue frontage. The building massing is intentionally stepped to maintain a comfortable pedestrian scale: the second floor is significantly reduced in footprint and set back from the street, while the third floor is integrated into the roof form with dormers to further minimize perceived height. The third floor comprises only 20% of the first-floor square footage.

The exterior material palette draws from local natural tones. The ground level is anchored with locally sourced stone, while natural wood siding extends across the upper floors to create a warm, cohesive expression that reflects the surrounding mountain environment.



View from Spruce Street towards project

Please see the responses below describing how the project design meets the City of Ketchum's design guidelines.

Design Review Evaluation Standards

17.96.060: Improvements and Standards

A. Streets:

1. The applicant shall be responsible for all costs associated with providing a connection from an existing city street to their development. *HPA Response; Confirmed. Applicant will be responsible for all costs associated with this scope of work to be completed by a licensed Civil Engineer (Opal Engineering).*
2. All street designs shall be approved by the City Engineer. *HPA Response; Confirmed. All street designs to be completed by a licensed Civil Engineer (Opal Engineering) for approval by City Engineer.*

B. Sidewalks:

1. All projects under 17.96.010(A) that qualify as a "Substantial Improvement" shall install sidewalks as required by the Public Works Department. *HPA Response; Confirmed.*
2. Sidewalk width shall conform to the city's right of way standards; however, the city engineer may reduce or increase the sidewalk width and design standard requirements at their discretion. *HPA Response; Confirmed.*
3. Sidewalks may be waived if one of the following criteria is met:
 - i. The project comprises an addition of less than two hundred fifty (250) square feet of conditioned space. *HPA Response; NA*
 - ii. The city engineer finds that sidewalks are not necessary because of existing geographic limitations, pedestrian traffic on the street does not warrant a sidewalk, or if a sidewalk would not be beneficial to the general welfare and safety of the public. *HPA Response; NA*
4. The length of sidewalk improvements constructed shall be equal to the length of the subject property line(s) adjacent to any public street or private street. *HPA Response; Confirmed. The proposed sidewalk to be designed by the Civil Engineer (Opal Engineering) will be the length of the Spruce Street property extremities.*
5. New sidewalks shall be planned to provide pedestrian connections to any existing or future sidewalks adjacent to the site. In addition, sidewalks shall be constructed to provide safe pedestrian access to and around a building. *HPA Response; Confirmed. The sidewalks for this project will be designed to meet city codes along Spruce Ave.*

6. The city may approve and accept voluntary cash contributions in lieu of the above described improvements, which contributions must be segregated by the city and not used for any purpose other than the provision of these improvements. The contribution amount shall be one hundred ten percent (110%) of the estimated costs of concrete sidewalk and drainage improvements provided by a qualified contractor, plus associated engineering costs, as approved by the city engineer. Any approved in lieu contribution shall be paid before the city issues a certificate of occupancy. *HPA Response: NA*

C. Drainage:

1. All storm water shall be retained on site. *HPA Response: Confirmed. Refer to Civil Engineer (Opal Engineering) Design Review submittal.*
2. Drainage improvements constructed shall be equal to the length of the subject property lines adjacent to any public street or private street. *HPA Response: Confirmed. Refer to Civil Engineer (Opal Engineering) Design Review submittal.*
3. The City Engineer may require additional drainage improvements as necessary, depending on the unique characteristics of a site. *HPA Response: Confirmed. Refer to Civil Engineer (Opal Engineering) Design Review submittal.*
4. Drainage facilities shall be constructed per city standards. *HPA Response: Confirmed. Refer to Civil Engineer (Opal Engineering) Design Review submittal.*

D. Utilities:

1. All utilities necessary for the development shall be improved and installed at the sole expense of the applicant. *HPA Response: Confirmed. Developer will cover the costs of the utility upgrades.*
2. Utilities shall be located underground and above grade utility, power and communication equipment within the development site shall be concealed from public view. *HPA Response: Confirmed. Utilities will be screened from public view.*
3. When extension of utilities is necessary all developers will be required to pay for and install two (2") inch SDR11 fiber optical conduit. The placement and construction of the fiber optical conduit shall be done in accordance with City of Ketchum standards and at the discretion of the City Engineer. *HPA Response: Confirmed. This will be handled by the Electrical Engineer at the time of permitting.*



View from Second Street towards Bitterroot Project on the right and Les Saisons building on the left.

E. Compatibility of Design:

1. The project's materials, colors and signing shall be complementary to the townscape, surrounding neighborhoods and adjoining structures. *HPA Response: The exterior palette proposed will be highly complementary to the surrounding built context and also to the natural background of the hills and river front. The palette uses a combination of natural stone and wood.*
2. Preservation of significant landmarks shall be encouraged and protected, where applicable. A significant landmark is one which gives historical and/or cultural importance to the neighborhood and/or community. *HPA Response: No significant landmarks exist on this property that we or the owners are aware of.*
3. Additions to existing buildings, built prior to 1940, shall be complementary in design and use similar material and finishes of the building being added to. *HPA Response: Confirmed. The existing building materials will be either donated to the BCHA or demolished.*

F. Architectural:

1. Building(s) shall provide unobstructed pedestrian access to the nearest sidewalk and the entryway shall be clearly defined. *HPA Response: We are incorporating an entry plaza on the NW corner of the project. This will be a major throughfare to and from the site by pedestrians (owner's and guests).*
2. The building character shall be clearly defined by use of architectural features. *HPA Response: Confirmed.*
3. There shall be continuity of materials, colors and signing within the project. *HPA Response: We propose using natural materials and colors through the project to keep a consistent aesthetic.*
4. Accessory structures, fences, walls, and landscape features within the project shall match or complement the principal building. *HPA Response: Confirmed. Fence along North and East property line will match the wood materials used in the accents of the proposed exterior elevations.*
5. Building walls shall provide undulation/relief, thus reducing the appearance of bulk and flatness. *HPA Response: Confirmed. Currently the design on the ground floor level has undulation to highlight the main access points for pedestrian access into the project. On the upper floors the plan undulates through the use of eroded decks along the major street facades. The topography along the East diagonal of the site creates undulation along the building to footprint to match existing topography.*
6. Building(s) shall orient towards their primary street frontage. *HPA Response: Confirmed. The current design orients the main building towards each of the street frontages. The longest building dimension is on Spruce Street, where the two major building entrances (Pedestrian and Vehicular) are located with a secondary access point located on the SW corner of the project.*
7. Garbage storage areas and satellite receivers shall be screened from public view and located off alleys. *HPA Response: "Will Serve" letter on the below grade garbage storage area is included in Design Review submittal. We propose to have bi-weekly pickups, and property managers will move the garbage receptacles to the sidewalk. There is no alleyway on this site.*
8. Building design shall include weather protection which prevents water to drip or snow to slide on areas where pedestrians gather and circulate or onto adjacent properties. *HPA Response: All upper roofs will have snow retention bars to eliminate sliding snow. The upper roof along Spruce Street is stepped back. If snow were to slide over the snow retention, this would fall onto the 2nd floor decks below. The gable direction at the main entry point into the project is sloped in such a way as to not to dump sliding snow onto the plaza area.*

G. Circulation Design:

1. Pedestrian, equestrian, and bicycle access shall be located to connect with existing and anticipated easements and pathways. *HPA Response: Confirmed. There is an existing concrete sidewalk on the Spruce Street side of the project. This will be upgraded with a radiant / snowmelt system and will be designed to city standard widths (8').*
2. Awnings extending over public sidewalks shall extend five (5') feet or more across the public sidewalk but shall not extend within two (2') feet of parking or travel lanes within the right of way. *HPA Response: Confirmed. Currently no awnings along the Spruce Street façade are proposed.*
3. Traffic shall flow safely within the project and onto adjacent streets. Traffic includes vehicle, bicycle, pedestrian, and equestrian use. Consideration shall be given to adequate sight distances and proper signage. *Confirmed. Refer to response #4.*

4. Curb cuts and driveway entrances shall be no closer than twenty (20') feet to the nearest intersection of two or more streets, as measured along the property line adjacent to the right of way. Due to site conditions or current/projected traffic levels or speed, the City Engineer may increase the minimum distance requirements. *HPA Response; Confirmed. All vehicle access to the site will be from Spruce Street. There is no alleyway adjacent to this site. Currently we are proposing to use the South existing curb cut that is in current use on the site. This is 30'-6" from the SW property corner. Refer to traffic study images that illustrate the visual sighting coming into the site and leaving.*
5. Unobstructed access shall be provided for emergency vehicles, snowplows, garbage trucks and similar service vehicles to all necessary locations within the proposed project. *HPA Response; Confirmed.*

H. Snow Storage:

1. Snow storage areas shall not be less than thirty percent (30%) of the improved parking and pedestrian circulation areas. *HPA Response; Confirmed. See below #4 response.*
2. Snow storage areas shall be provided on-site. *HPA Response; Confirmed. See below #4 response.*
3. A designated snow storage area shall not have any dimension less than five (5') feet and shall be a minimum of twenty-five (25) square feet. *HPA Response; Confirmed. See below #4 response.*
4. In lieu of providing snow storage areas, snow melt and hauling of snow may be allowed. *HPA Response; Confirmed. The applicant will provide snowmelt/radiant system for the hard surfaces at the ground level that are exposed.*

I. Landscaping:

1. Landscaping is required for all projects. *HPA Response; Confirmed. We are proposing to have a series of landscape trees and planter beds along Spruce Street. Planters and trees will also be located in the plaza. This proposed plan will be completed by a licensed Landscape Architect (NC Consulting).*
2. Landscape materials and vegetation types specified shall be readily adaptable to a site's microclimate, soil conditions, orientation and aspect, and shall serve to enhance and complement the neighborhood and townscape. *HPA Response; Confirmed. See response #1.*
3. All plant species shall be drought tolerant. Native species are recommended but not required. *HPA Response; Confirmed. Plant species are listed in the final Design Review submittal prepared by a licensed Landscape Architect (NC Consulting).*
4. Landscaping shall provide a substantial buffer between land uses, including, but not limited to, structures, streets and parking lots. The development of landscaped public courtyards, including trees and shrubs where appropriate, shall be encouraged. *HPA Response; Confirmed. See response #1.*

J. Public Amenities:

1. Where sidewalks are required, pedestrian amenities shall be installed. Amenities may include, but are not limited to, benches and other seating, kiosks, bus shelters, trash receptacles, restrooms, fountains, art, etc. All public amenities shall be approved by the Public Works Director prior to design review approval from the Commission. *HPA Response; Confirmed. We are proposing a bench along Spruce Street in front of the amenity space arcade. Several benches are proposed in the plaza area as well.*

17.96.070: COMMUNITY CORE (CC) PROJECTS

In addition to the requirements of section 17.96.060, unless otherwise specified, the below standards apply to projects in the Community Core district.

A. Streets:

1. Street trees, streetlights, street furnishings, and all other street improvements shall be installed or constructed as determined by the Public Works Department. *HPA Response; Confirmed.*
2. Street trees with a minimum caliper size of three inches (3"), shall be placed in tree grates. *HPA Response; NA No trees in the city ROW are proposed.*
3. Due to site constraints, the requirements of this subsection A may be modified by the Public Works Department.

B. Architectural:

1. Facades facing a street or alley or located more than five (5') feet from an interior side property line shall be designed with both solid surfaces and window openings to avoid the creation of blank walls and employ similar architectural elements, materials and colors as the front façade. *HPA Response; Confirmed.*
2. For nonresidential portions of buildings, front building facades and facades fronting a pedestrian walkway shall be designed with ground floor storefront windows and doors with clear transparent glass. Landscaping planters shall be incorporated into facades fronting pedestrian walkways. *HPA Response; Confirmed.*
3. For nonresidential portions of buildings, front facades shall be designed to not obscure views into windows. *HPA Response; Confirmed.*
4. Roofing forms and materials shall be compatible with the overall style and character of the structure. Reflective materials are prohibited. *HPA Response; Confirmed. We propose the use of gabled roof elements that compliment the overall style of the design. Roofing materials will be standing seam metal and will be matte in finish and non-reflective.*
5. All pitched roofs shall be designed to sufficiently hold all snow with snow clips, gutters and downspouts. *HPA Response; Confirmed. All gabled roofs will incorporate snow clips, gutters and downspouts where necessary.*
6. Roof overhangs shall not extend more than three (3') feet over a public sidewalk. Roof overhangs that extend over the public sidewalk shall be approved by the Public Works Director. *HPA Response; No Overhangs are proposed into the city ROW.*
7. Front porches and stoops shall not be enclosed on the ground floor by permanent or temporary walls, windows, window screens, or plastic or fabric materials. *HPA Response; Proposed design do not include the listed above items.*

C. Service Areas and Mechanical/Electrical Equipment:

1. Trash disposal areas and shipping and receiving areas shall be located within parking garages or to the rear of buildings. Trash disposal areas shall not be located within the public right of way and shall be screened from public views. *HPA Response; Confirmed. "Will Serve" letter for the below grade garbage storage area is included in Design Review submittal. We propose having bi-weekly pickups, and property managers will move the garbage receptacles to the sidewalk. There is no alleyway on this site, so Spruce Street will be the primary pickup point for trash.*
2. Roof and ground mounted mechanical and electrical equipment shall be fully screened from public view. Screening shall be compatible with the overall building design. *HPA Response; Confirmed. We are proposing a 3'-0" perforated metal screening around the major mechanical areas at the ground and roof levels. This metal will complement the metal used in the building design.*

D. Landscaping:

1. When a healthy and mature tree is removed from a site, it shall be replaced with a new tree. Replacement trees may occur on or off site. *HPA Response; Confirmed. We will work with a city Arborist to determine which trees to (if any) to be removed. We propose to replace trees where the city advises to do so and their preferred tree species. We propose to maintain a majority of the mature growth on the sloped section of the site down to trail creek.*
2. Trees that are placed within a courtyard, plaza or pedestrian walkway shall be placed within tree wells that are covered by tree grates. *HPA Response; NA, planter boxes are proposed in the plaza area with low growing plant material.*
3. The city arborist shall approve all parking lot and replacement trees. *HPA Response; Confirmed. We will rely on the report from the city arborist for final replacement numbers, species types and location.*

E. Surface Parking Lots:

1. Surface parking lots shall be accessed from off the alley and shall be fully screened from the street. *HPA Response; Confirmed. No surface parking is proposed in this design. Below grade parking only.*

2. Surface parking lots shall incorporate at least one (1) tree and one (1) additional tree per ten (10) onsite parking spaces. Trees shall be planted in landscaped planters, tree wells and/or diamond shaped planter boxes located between parking rows. Planter boxes shall be designed so as not to impair vision or site distance of the traveling public. *HPA Response; Confirmed. No surface parking is proposed in this design.*
3. Ground cover, low lying shrubs, and trees shall be planted within the planters and planter boxes. Tree grates or landscaping may be used in tree wells located within pedestrian walkways. *HPA Response; Confirmed. We are proposing to have a series of landscape trees and planter beds along Spruce Street. Planters and trees will also be located in the plaza. This proposed plan will be completed by a licensed Landscape Architect (NC Consulting).*

F. Bicycle Parking:

1. One (1) bicycle rack, able to accommodate at least two (2) bicycles, shall be provided for every four (4) parking spaces as required by the proposed use. At a minimum, one (1) bicycle rack shall be required per development on private property. Bike racks shall not be located in the public right-of-way. *HPA Response; Confirmed. We propose a bike rack at each of the main entrances along Spruce Street and within the plaza area.*
2. When the calculation of the required number of bicycle racks called for in this section results in a fractional number, a fraction equal to or greater than one-half (1/2) shall be adjusted to the next highest whole number. *HPA Response; Confirmed. 8 parking spaces are required, and two bike racks are proposed per the above listed requirement.*
3. Bicycle racks shall be clearly visible from the building entrance they serve and not mounted less than fifty (50') feet from said entrance or as close as the nearest non-ADA parking space, whichever is closest. *HPA Response; Confirmed. We propose a bike rack at each of the main entrances along Spruce Street, and within the plaza area which serves as the main entry into the residential component of the project.*

We hope this answers any questions you have about the concept design and how we have used the City design guidelines to influence the proposed project. Please let us know if you have additional questions and we can answer them during the design review meeting.

Thank you.

Sincerely,



Daniel Hollis, Principal



March 3rd, 2026

Daniel Hollis
Hollis Partners Architects
200 River Street
Ketchum, ID 83340

Re: Materials staging and landscaping in Sun Valley – 200 N. Spruce (BITTERROOT SQUARE CONDOS UNIT 1 THRU 9, Blaine County parcel ID #RPK0728000010)

Daniel,

Thank you for the opportunity to review the proposed Construction Management Plan for 200 N. Spruce, which includes temporary construction staging on the approximately 2,000 sq. ft. area that the City of Sun Valley confirmed in 2025 is within Sun Valley city limits.

I have not been able to locate a historical zoning map that recognizes the Sun Valley portion of the lot as being within Sun Valley city limits. As such, the Community Development Department can work with you and the property owner on a Zoning Map Amendment to assign a zoning district to the Sun Valley portion of the parcel. An Administrative Design Review application, or Design Review application (depending on the proposed zoning district), for the proposed construction staging use and follow-up landscape restoration and installation of outdoor amenities can be applied for concurrently.

Temporary construction staging for the duration of construction of a new building to be constructed upon the Ketchum portion of the parcel, and site restoration/landscaping/amenities, is consistent with Sun Valley zoning districts such as RM-2 (Multiple-Family Dwelling) and CC (Commercial Center).

If you have any questions, please feel free to reach out to discuss.

Regards,

A handwritten signature in cursive script that reads "Brittany Skelton".

Brittany Skelton
Community Development Director
City of Sun Valley

Attachment C

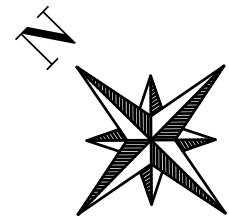
Condominium Subdivision

Preliminary Plat

A PRELIMINARY PLAT SHOWING THE BITTERROOT CONDOMINIUMS

WHEREIN BITTERROOT SQUARE CONDOMINIUMS ARE VACATED AND THE BITTERROOT CONDOMINIUMS ARE CREATED AS SHOWN HEREON
LOCATED WITHIN SECTION 18, T.4 N., R.18 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO

MARCH 2026

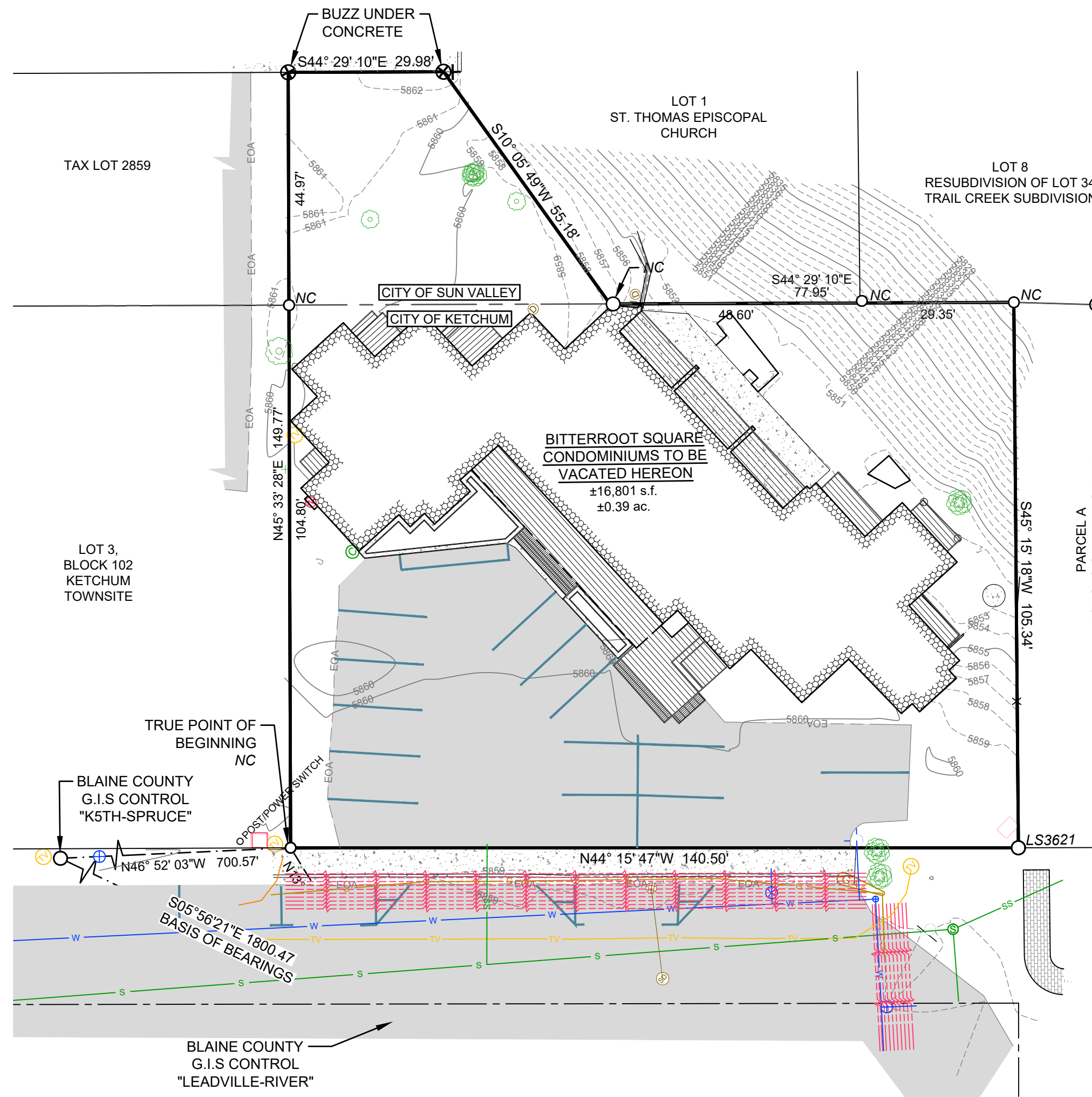


SCALE: 1" = 20'



SURVEY NARRATIVE & NOTES

- The purpose of this survey is to show the monuments found during the boundary retracement of Bitterroot Square and condominiumize the property as shown hereon. The boundary shown is based on found monuments and the Final Plat showing Bitterroot Square, Instrument Number 215265, records of Blaine County, Idaho. All found monuments have been accepted.
- The distances shown are measured. Refer to the above referenced documents for the previous record data.
- Unless otherwise shown, this survey does not claim to reflect any of the following, which may be applicable to the subject real property, including but not limited to; Building Setbacks, Ditches, Easements, Encroachments, Natural Hazards, Covenants, Conditions, and Restrictions, Subdivision Restrictions, Wetlands, Zoning or any other Land Use Regulation.
- The owner/subdivider is Sundance R3 Devco, LLC, PO Box 5023, Ketchum, ID 83340. The surveyor/representative is Mark Phillips, Phillips Land Surveying, PLLC, 941 Cherry Creek Drive, Hailey, ID 83333.
- The current zoning is Community Core (CC). Refer to the City of Ketchum Zoning Ordinance for more specific information about these zone.
- In interpreting the Declaration, Plat or Plats, and Deeds, the existing physical boundaries of the unit as originally constructed, or reconstructed in lieu thereof, shall be conclusively presumed to be its boundaries rather than the metes and bounds expressed or depicted in the declaration, plat or plats, and/or deeds, regardless of settling or lateral movement of the building and regardless of minor variances between boundaries shown in the declaration, plat or plats, and/or deeds, and the actual boundaries of the units in the buildings.
- Dimensions shown hereon will be subject to slight variations owing to normal construction tolerances.
- A Lot Book Guarantee for the subject property has been issued by Stewart Title Guaranty Company, File Number 2526012, with a Commitment Date of September 9, 2025. Certain information contained in said title policy may not appear on this map or may affect items shown hereon. It is the responsibility of the owner or agent to review said title policy. Some of the encumbrances and easements listed in the title report are NOT plotted hereon. Review of specific documents is required, if further information is desired.
- Horizontal or sloping planes shown hereon are top of finished floor and bottom of finished ceiling; vertical planes are finished surfaces of interior walls. Some structural members extend into units and limited common areas.
- Property shown hereon is subject to terms, provisions, covenants, conditions, and restrictions, easements, charges, assessments, and liens provided by applicable Condominium Law or the Condominium Declaration recorded under Instrument Number _____, records of Blaine County, Idaho. Consult the Condominium Declarations for the definition of Common and Limited Common Area.



LEGEND	
EXISTING ITEMS	
	Property Line
	Adjoiner's Lot Line
	Centerline of Right of Way
	City Limits Line
	Covered Walkway
	Existing Structure
	Wood Deck
	Metal Grate Step
	EOA = Edge of Asphalt
	Asphalt
	Pavers
	Concrete
	1' Contour Interval
	5' Contour Interval
	Paint Striping
	Wall Line
	FNC = Fence Line
	Wood Planter Line
	Buried Power Line
	Water line per City of Ketchum Map
	Stormdrain Line
	Sewermain Line per City of Ketchum Map
	Sewer Service Line per City of Ketchum Map
	Buried Telephone Line
	Buried Cable Television Line
	Gas Line
	Survey Control
	Found 1/2" Rebar
	Found 5/8" Rebar
	Found Iron Pipe
	Buzz Under Concrete
	SGN = Sign
	SGN = Sign
	PBOX = Power Box
	PHBOX = Telephone Riser
	GMKR = Gas Marker
	WV = Water Valve
	FH = Fire Hydrant
	CB = Catch Basin
	DWELL LDSCP = Landscape Drywell
	SDMH = Stormdrain Manhole
	TVBOX = Cable Television Riser
	SCO = Sewer Cleanout
	SMH = Sewer Manhole
	CT = Coniferous Tree
	DT = Deciduous Tree
	DT CLUSTER = Deciduous Cluster
	NC = No Cap

SEE SHEET 2 FOR PROPOSED SITE IMPROVEMENTS
SEE SHEETS 3, 4, 5, & 6 FOR SPECIFIC UNIT INFORMATION

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

Date _____ South Central District Health Dept., EHS

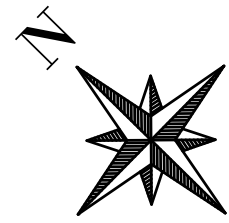
PRELIMINARY

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

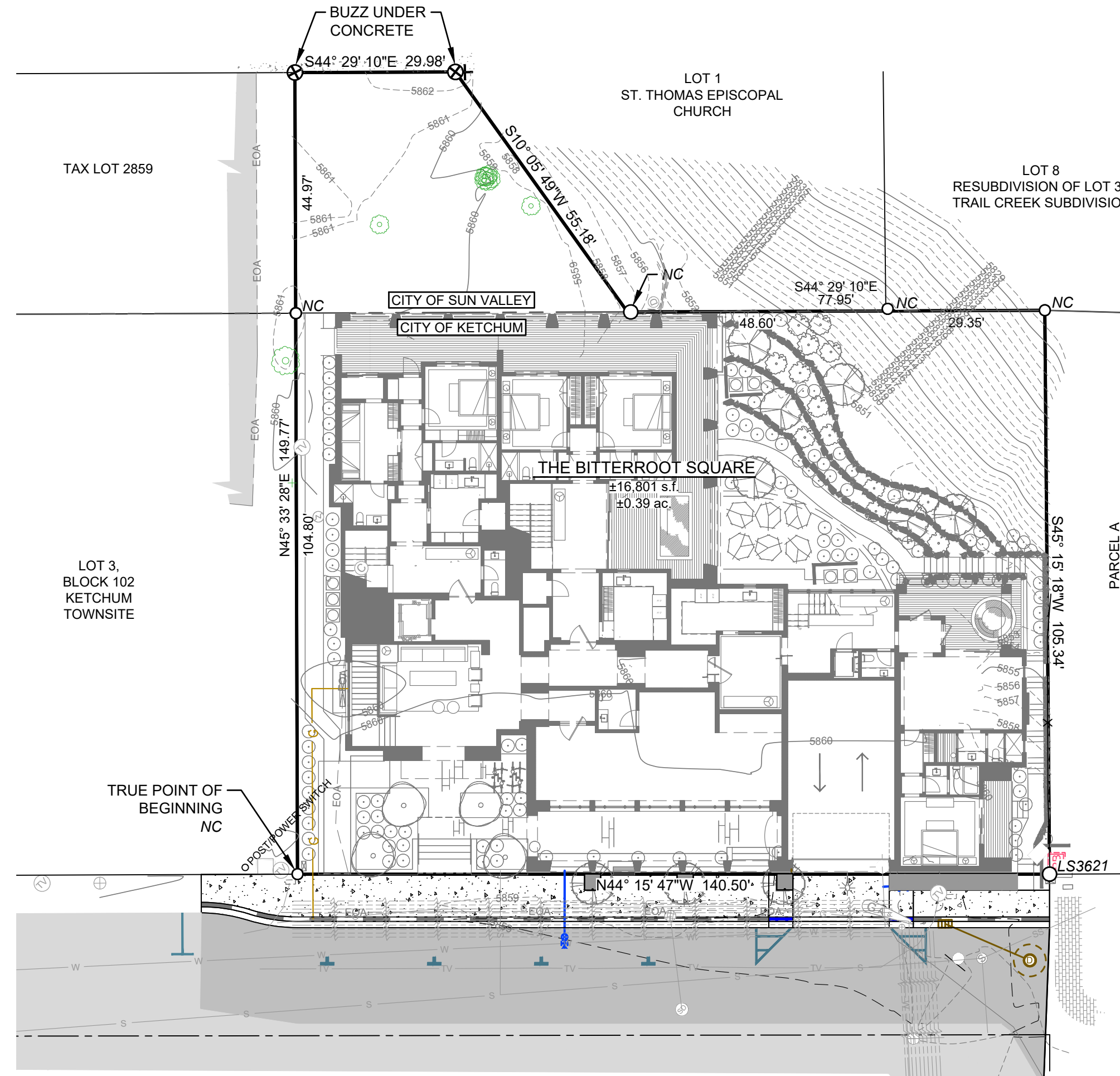
THE BITTERROOT CONDOMINIUMS
PHILLIPS LAND SURVEYING, PLLC
HAILEY, IDAHO
1 OF 7
PROJECT: 2023-77

A PRELIMINARY PLAT SHOWING THE BITTERROOT CONDOMINIUMS

MARCH 2026



SCALE: 1" = 20'



LEGEND	
PROPOSED ITEMS	
	Asphalt
	Heated Concrete
	Concrete 6" Rolled Curb & Gutter
	Curb Transition
	Zero Reveal Curb & Gutter
	Catch Basin
	Storm Drain
	Drywell
	Water Service
	Mountain Hydrant
	Gas Service
	Power Transformer
	Road Striping
	Tree Well, See Landscape Plan

PRELIMINARY

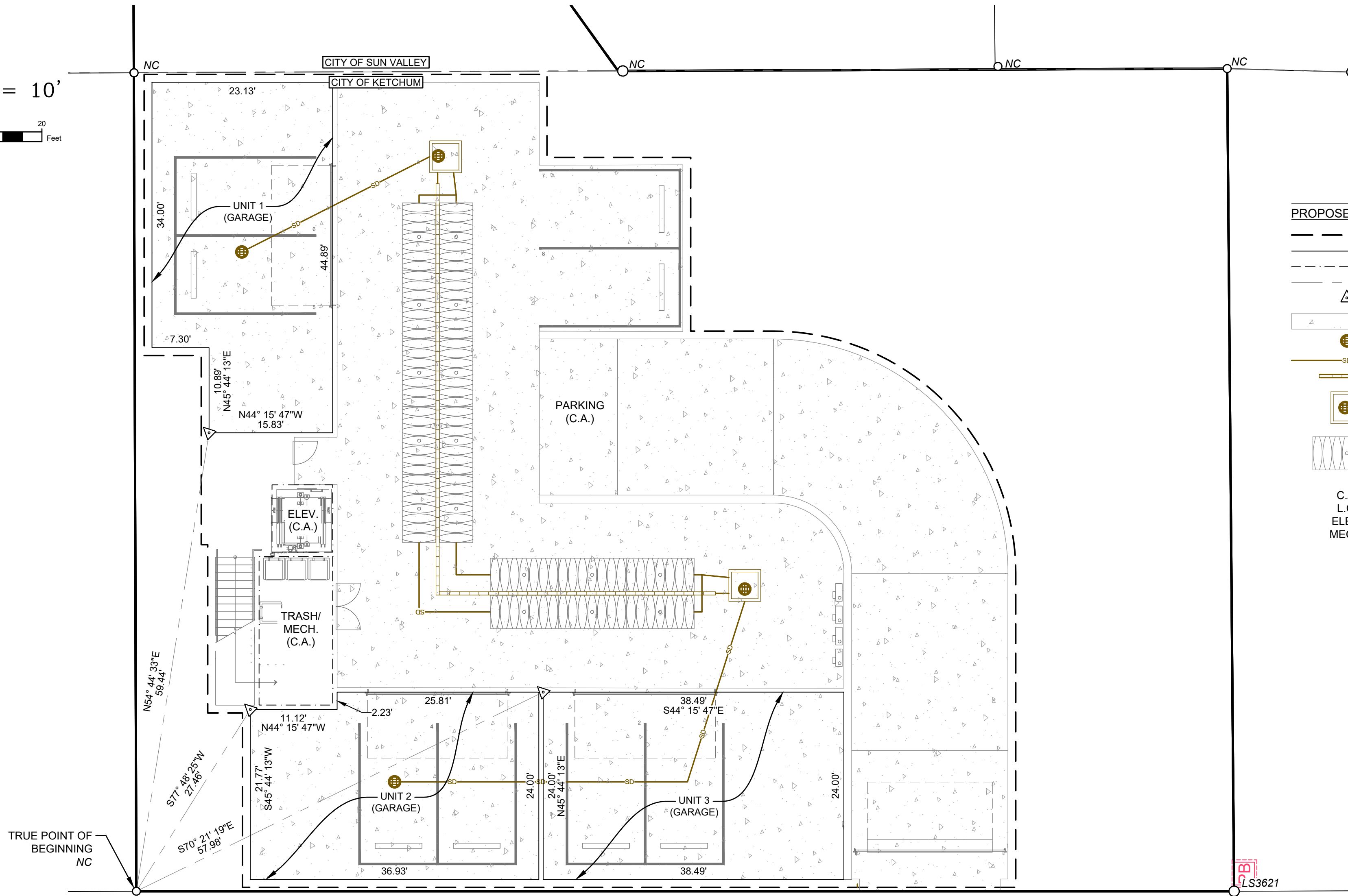
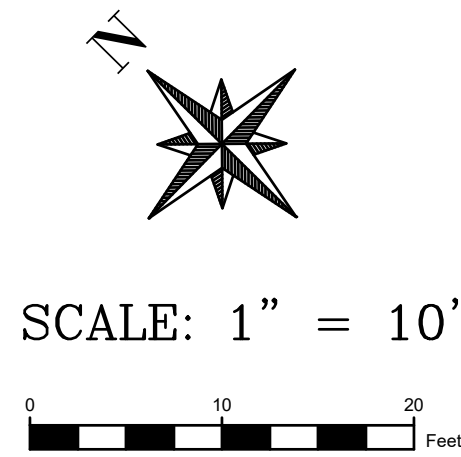
 MARK E. PHILLIPS,

 P.L.S. 16670

SEE SHEET 1 FOR LEGEND OF EXISTING ITEMS
 SEE SHEET 1 FOR SURVEY NARRATIVE & NOTES
 SEE SHEETS 3, 4, 5, & 6 FOR SPECIFIC UNIT INFORMATION

A PRELIMINARY PLAT SHOWING THE BITTERROOT CONDOMINIUMS

MARCH 2026



LEGEND	
PROPOSED ITEMS	
	Exterior Building Line
	Unit Line
	Common Area as Shown
	Unit Tie Line
	Calculated Point, Nothing Set
	Heated Concrete
	Catch Basin
	Storm Drain
	NDS Speed-D Channel
	Concrete Sand & Grease Trap
	16 DC-780 Stormtech Chambers
C.A.	Common Area
L.C.	Limited Common Area
ELEV.	Elevator
MECH.	Mechanical Room

BASEMENT
FLOOR ELEVATION = 5851.0'
CEILING ELEVATION = 5860.0'

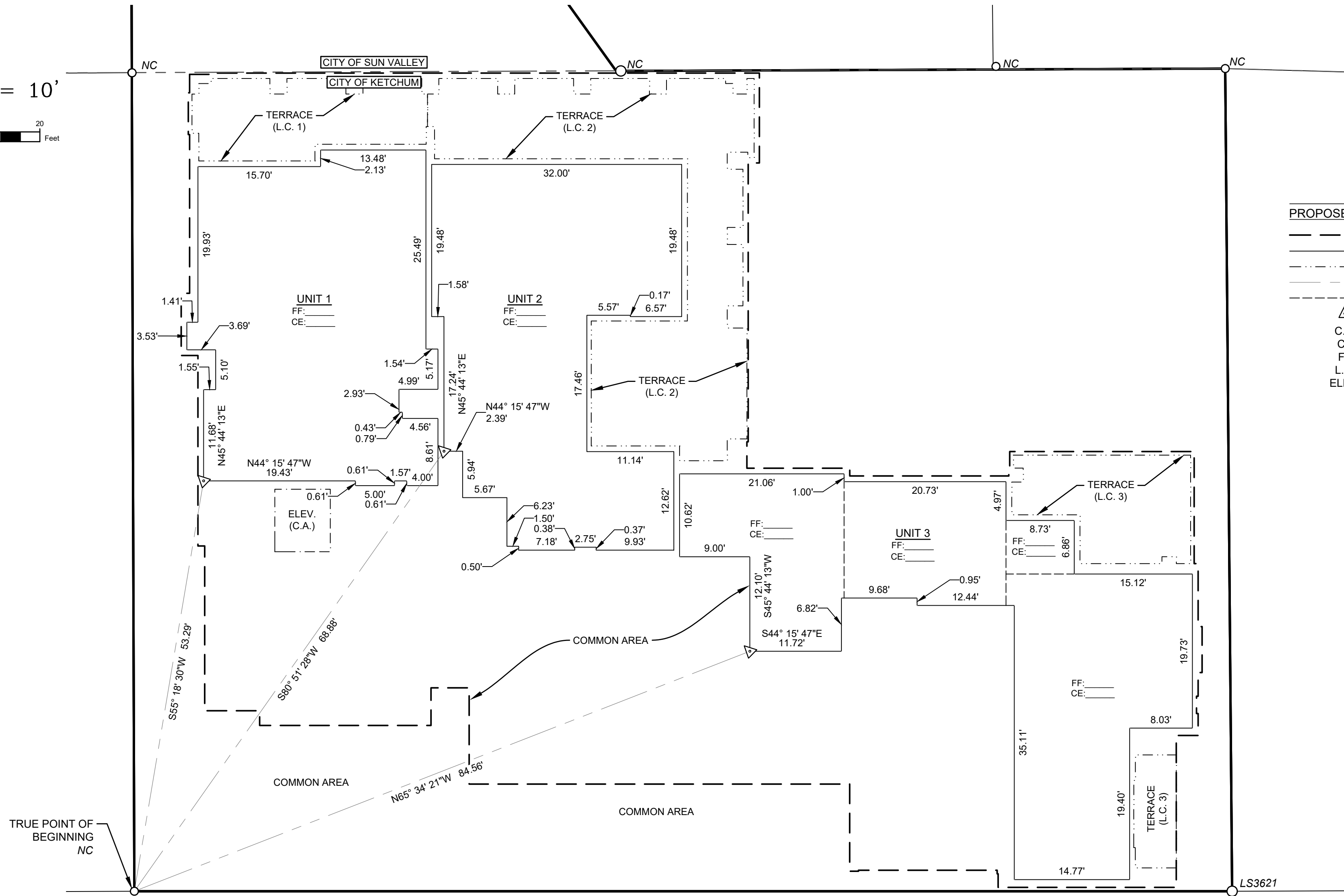
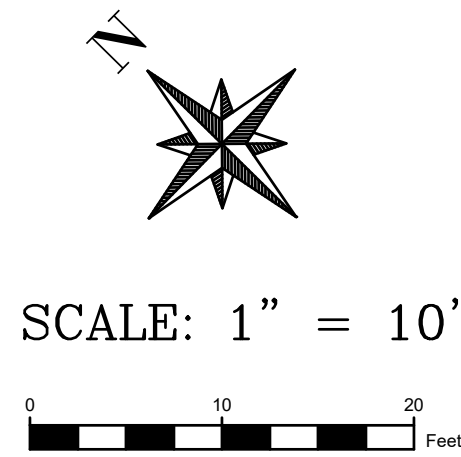
SEE SHEET 1 FOR LEGEND OF EXISTING ITEMS
 SEE SHEET 1 FOR SURVEY NARRATIVE & NOTES
 SEE SHEETS 3, 4, 5, & 6 FOR SPECIFIC UNIT INFORMATION



THE BITTERROOT CONDOMINIUMS
 PHILLIPS LAND SURVEYING, PLLC
 HAILEY, IDAHO
 3 OF 7
 PROJECT: 2023-77

A PRELIMINARY PLAT SHOWING THE BITTERROOT CONDOMINIUMS

MARCH 2026



LEGEND	
PROPOSED ITEMS	
	Exterior Building Line
	Unit Line
	Limited Common Area as Shown
	Unit Tie Line
	Finish Floor Elevation Change
	Calculated Point, Nothing Set
C.A.	Common Area
CE	Ceiling Elevation
FF	Finish Floor
L.C.	Limited Common Area Elevator
ELEV.	Elevators

FIRST FLOOR (MAIN LEVEL)

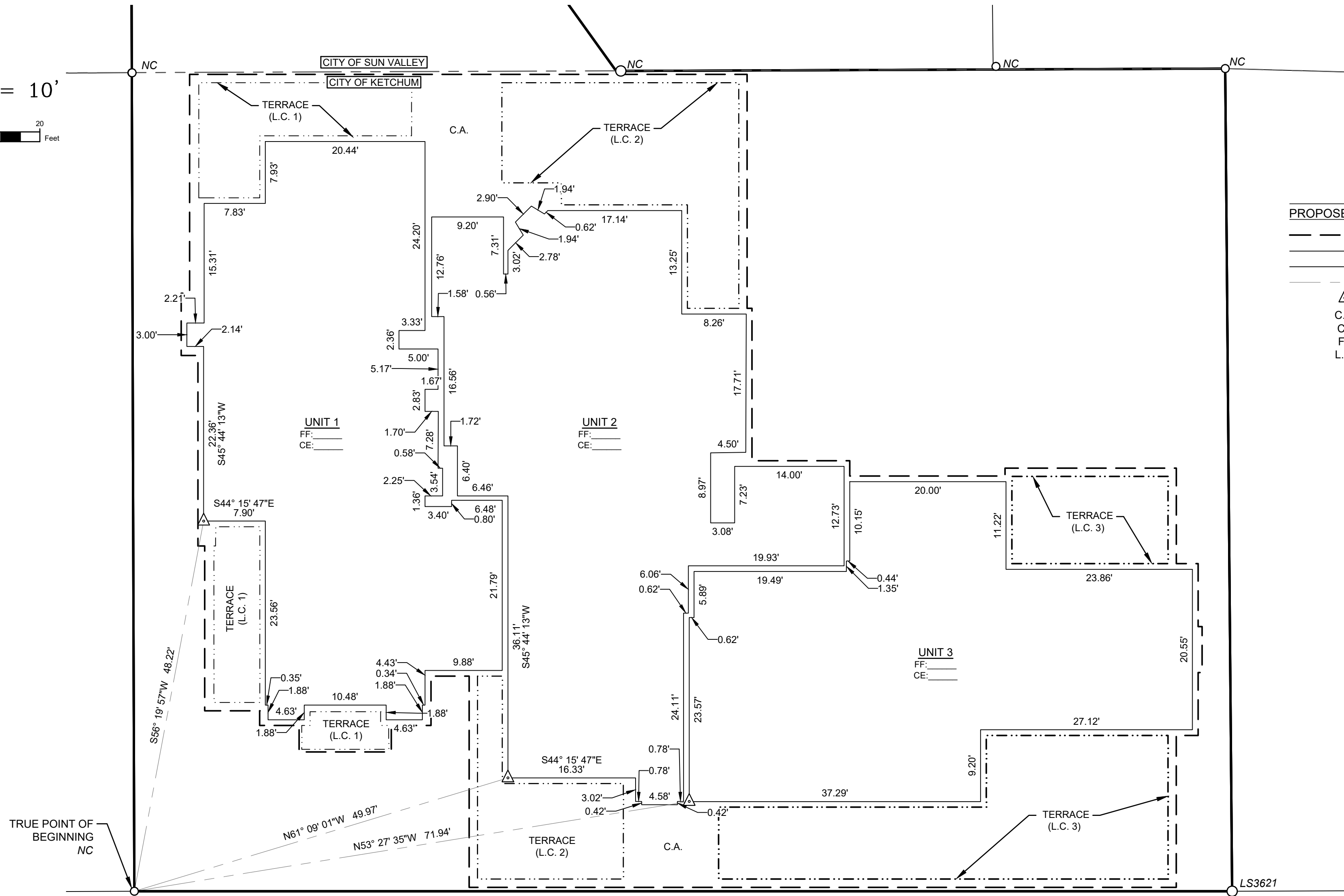
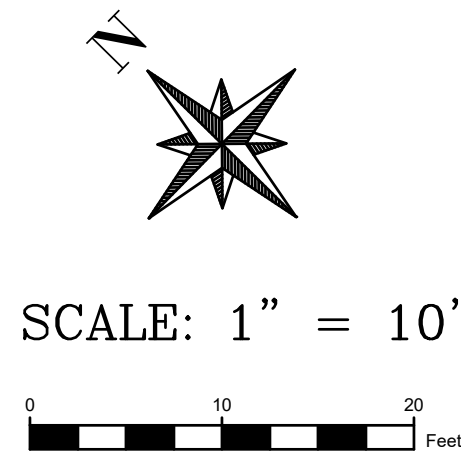
SEE SHEET 1 FOR LEGEND OF EXISTING ITEMS
SEE SHEET 1 FOR SURVEY NARRATIVE & NOTES
SEE SHEETS 3, 4, 5, & 6 FOR SPECIFIC UNIT INFORMATION

PRELIMINARY

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

A PRELIMINARY PLAT SHOWING THE BITTERROOT CONDOMINIUMS

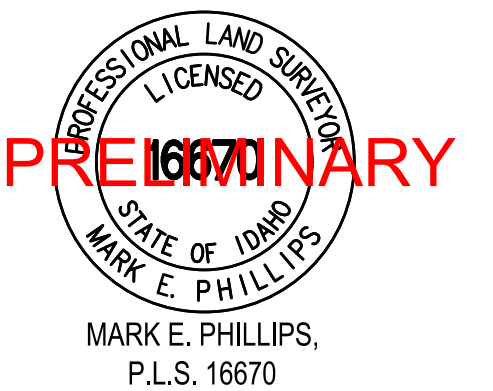
MARCH 2026



LEGEND	
PROPOSED ITEMS	
	Exterior Building Line
	Unit Line
	Limited Common Area as Shown
	Unit Tie Line
	Calculated Point, Nothing Set
C.A.	Common Area
CE	Ceiling Elevation
FF	Finish Floor
L.C.	Limited Common Area

SECOND FLOOR

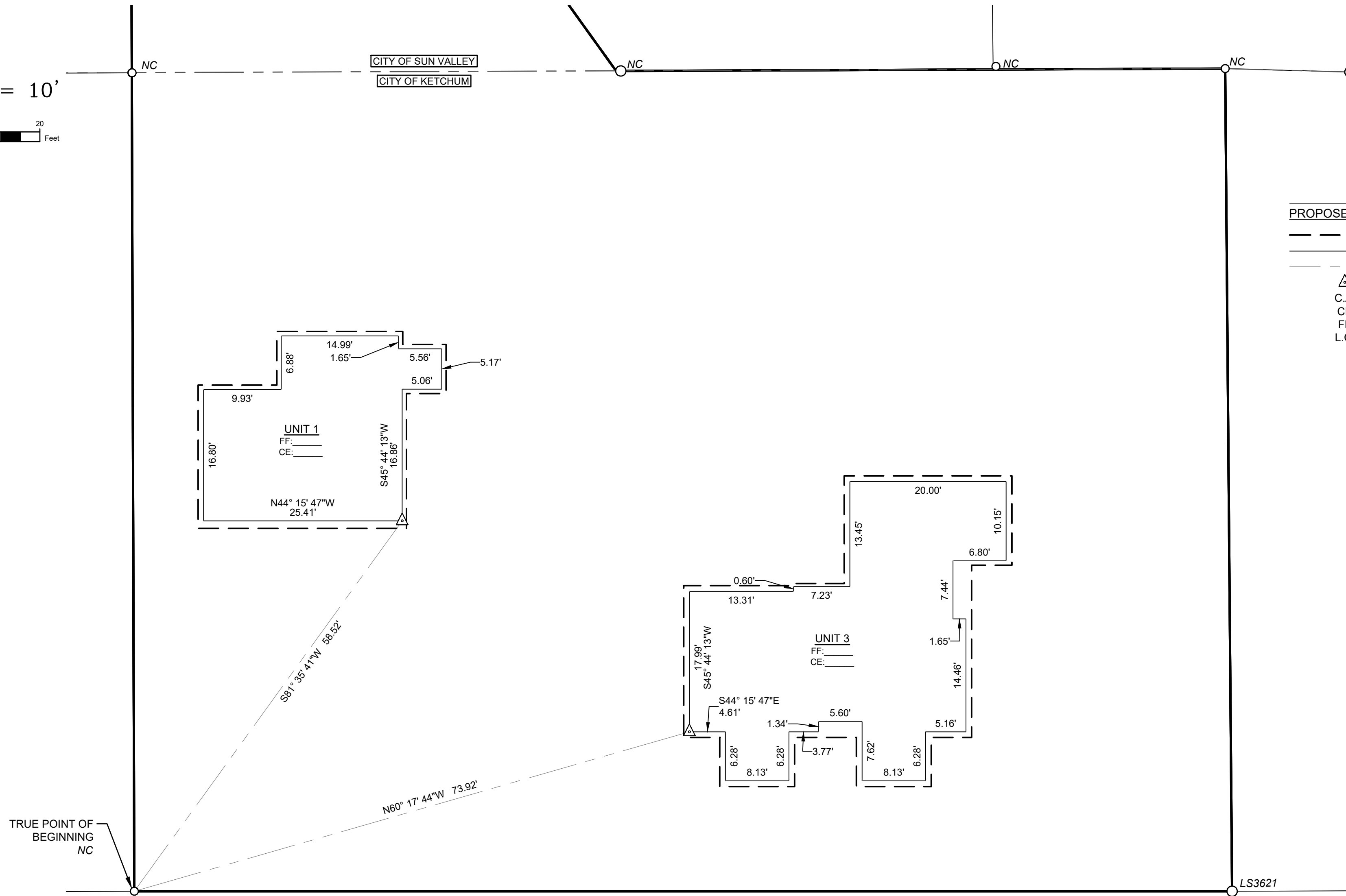
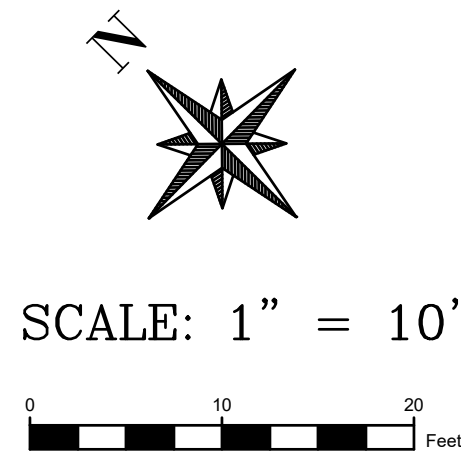
SEE SHEET 1 FOR LEGEND OF EXISTING ITEMS
SEE SHEET 1 FOR SURVEY NARRATIVE & NOTES
SEE SHEETS 3, 4, 5, & 6 FOR SPECIFIC UNIT INFORMATION



THE BITTERROOT CONDOMINIUMS
PHILLIPS LAND SURVEYING, PLLC
HAILEY, IDAHO
5 OF 7
PROJECT: 2023-77

A PRELIMINARY PLAT SHOWING THE BITTERROOT CONDOMINIUMS

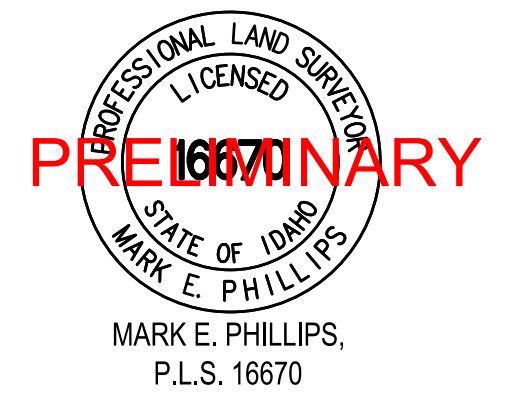
MARCH 2026



LEGEND	
PROPOSED ITEMS	
	Exterior Building Line
	Unit Line
	Unit Tie Line
	Calculated Point, Nothing Set
C.A.	Common Area
CE	Ceiling Elevation
FF	Finish Floor
L.C.	Limited Common Area

THIRD FLOOR

SEE SHEET 1 FOR LEGEND OF EXISTING ITEMS
SEE SHEET 1 FOR SURVEY NARRATIVE & NOTES
SEE SHEETS 3, 4, 5, & 6 FOR SPECIFIC UNIT INFORMATION



THE BITTERROOT CONDOMINIUMS
PHILLIPS LAND SURVEYING, PLLC
HAILEY, IDAHO
6 OF 7
PROJECT: 2023-77

CERTIFICATE OF OWNERSHIP

This is to certify that the undersigned are the owners in fee simple of the following described parcels of land:
Parcels of land located within Section 18, T.4N., R.18E., B.M., City of Ketchum, Blaine County, Idaho, more particularly
described as follows:

CONDOMINIUM UNITS 1, 2, 3, 4, 5, 6, 7, 8 AND 9 AS SHOWN ON THE CONDOMINIUMS MAP OF BITTERROOT SQUARE,
RECORDED AS INSTRUMENT NUMBER 215265 AND ADDENDUMS RECORDED AS INSTRUMENT NUMBER 222437 AND
224013 AND AS DEFINED AND DESCRIBED IN THE CONDOMINIUM DECLARATION FOR BITTERROOT SQUARE OWNER'S
ASSOCIATION, RECORDED AS INSTRUMENT NUMBER 215264 AND RECORDED AS INSTRUMENT NUMBER 224014, RECORD
OF BLAINE COUNTY, IDAHO.

The easements indicated hereon are not dedicated to the public, but the right to use said easements is hereby reserved for the
public utilities and for any other uses indicated hereon and no permanent structures are to be erected within the lines of said
easements. We do hereby certify that all lots in this plat will be eligible to receive water services from and existing water
distribution system and that the existing water distribution system and that the water distribution system has agreed in writing to
serve all of the lots shown within this plat.

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

SUNDANCE R3 DEVCO LLC, AN IDAHO LIMITED LIABILITY COMPANY
BY: REID SANDBORN

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss

On this ____ day of _____, 2026, before me, a Notary Public in and for said State, personally appeared
Reid Sanborn, Authorized Signatory for Sundance R3 Devco LLC, 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 Limited
Liability Company.

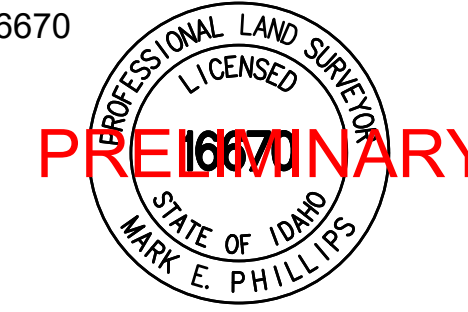
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first
above written.

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

SURVEYOR'S CERTIFICATE

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

Mark E. Phillips, P.L.S. 16670



BLAINE COUNTY SURVEYOR'S APPROVAL

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

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

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 _____, 2026, this plat was duly accepted and approved.

Trent Dona, City Clerk, City of Ketchum

CITY ENGINEER CERTIFICATE

I, the undersigned, City Engineer in and for the City of Ketchum, Blaine County, Idaho do hereby approve this plat on
this ____ day of _____, 2026, and certify that it is in accordance with the City of Ketchum Subdivision ordinance.

Robyn Mattison, City Engineer, City of Ketchum

CITY PLANNER CERTIFICATE

I, the undersigned, Planner in and for the City of Ketchum, Blaine County, Idaho, do hereby approve this plat on
this ____ day of _____, 2026, and certify that it is in accordance with the City of Ketchum subdivision ordinance.

[TBD], City of Ketchum

BLAINE COUNTY TREASURER'S APPROVAL

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

Blaine County Treasurer
Date _____

BLAINE COUNTY RECORDER'S CERTIFICATE

Attachment D

Condominium Subdivision


Preliminary Plat

Supplemental Materials

Instrument # 702775

HAILEY, BLAINE, IDAHO
10-11-2023 3:40:27 PM No. of Pages: 3
Recorded for: TITLEONE - TWIN FALLS
STEPHEN MCDUGALL GRAHAM Fee: \$15.00
Ex-Officio Recorder Deputy: JG
Electronically Recorded by Simplifile

Sun Valley Title

 A TitleOne Company

Order Number: 23483594

Warranty Deed

For value received,

Bitterroot Square Associates, an Idaho limited partnership

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

Sundance R3 Devco LLC, an Idaho limited liability company

whose current address is *PO Box 5023, KETCHUM ID 83340*

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

See Exhibit A, attached hereto and incorporated herein.

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

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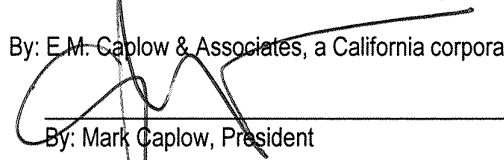
Order Number: 23483594

Warranty Deed - Page 1 of 3

Dated: October 5, 2023

Bitterroot Square Associates, an Idaho limited partnership

By: E.M. Caplow & Associates, a California corporation, its General Partner


By: Mark Caplow, President

State of California, County of Los Angeles, ss.

On this 9th day of October in the year of 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Mark Caplow known or identified to me to be the President of E.M. Caplow & Associates, a California corporation, general partner of Bitterroot Square Associates, the limited liability partnership that executed the instrument or the person who executed the instrument on behalf of said limited liability partnership, and acknowledged to me that such limited liability partnership executed the same.

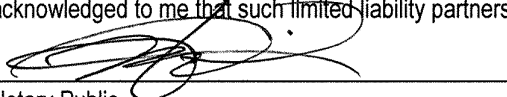

Notary Public
Residing In: Los Angeles
My Commission Expires: 01/26/2026
(seal)



EXHIBIT A
LEGAL DESCRIPTION OF THE PREMISES

Condominium Units 1, 2, 3, 4, 5, 6, 7, 8 and 9 of BITTERROOT SQUARE, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 215265, and amended by Instrument No. 224013, records of Blaine County, Idaho, and as defined and described in the Condominium Declaration for Bitterroot Square Owners' Association, recorded as Instrument No. 215264, and re-recorded as Instrument No. 224013, records of Blaine County, Idaho.



Lot Book Report – Full Search

File No.: 900966

Reference No.:

1. Effective Date: March 9, 2026 7:00AM
2. The estate or interest in the land described or referred to in this Lot Book Report is:

FEE SIMPLE

3. Title to the estate or interest in the land is at the Effective Date vested in:

Sundance R3 Devco LLC, an Idaho limited liability company

4. The land referred to in this Lot Book Report is described as follows:

Condominium Units 1, 2, 3, 4, 5, 6, 7, 8 and 9 of BITTERROOT SQUARE, BLAINE COUNTY, IDAHO, according to the official plat thereof, filed as Instrument No. 215265 and amended by Instrument No. 224013, records of Blaine County, Idaho, and as defined and described in the Condominium Declaration for Bitterroot Square Owners' Association, recorded as Instrument No. 215264, and re-recorded as Instrument No. 224013, records of Blaine County, Idaho.

File No.: 900966

Reference No.:


Special Exceptions:

1. First/Second Subsequent tax for the year 2025 are paid.
Parcel No.: [RPK0728000010](#)
Amount: \$10,907.20
2. Reservations in United States Patent or State Deeds.
3. Water rights, claims or title to water, whether or not the matters are shown by the public records.
4. Rights of way for ditches, tunnels and telephone and transmission lines constructed by Authority of the United States, as granted to the United States under the provisions of Section 58-604 Idaho Code 1947.
5. Sewer charges and special assessments, if any, for the City of Ketchum.
No search made.
6. Covenants, conditions, restrictions and easements as set forth on the plat.
Name of Plat: Ketchum Townsite
7. Covenants, conditions, restrictions and easements as set forth on the plat.
Name of Plat: [Bitterroot Square](#) and [Revision](#)
8. Liens, dues and/or assessments owing the association herein named which may have heretofore attached pursuant to the terms and provisions of covenants, conditions and restrictions imposed upon said premises.
Association: Bitterroot Square Owners' Association
No search made.
9. Terms, provisions, covenants, conditions, definitions, options, obligations, easements, assessments and restrictions contained in a Condominium Declaration for Bitterroot Square Owners' Association.
Recorded: May 26, 1981
Instrument No.: [215264](#)

Re-recorded: February 23, 1982
Instrument No.: [224014](#)
10. Terms, covenants, conditions and provisions contained in the by-laws and/or articles of incorporation of the hereafter named association.
Association: Bitterroot Square Owners' Association
Recorded: May 26, 1984
Instrument No.: [215294](#)
11. Terms, conditions, and provisions of an Agreement:
Between: Bitterroot Square Associates, an Idaho limited partnership and Cheryl Hymas and Jo Heiss
Recorded: January 25, 1985
Instrument No.: [259909](#)

End of Exceptions

No liability beyond the amount paid for this report is assumed hereunder, and Pioneer Title is not responsible beyond the amount paid for any errors and omissions contained herein. If you wish additional assurances, please contact Pioneer Title for further information as to the availability and cost of additional protection.

by: 

Nick Busdon

**ARTICLES OF INCORPORATION
OF
THE BITTERROOT OWNERS ASSOCIATION, INC.**

The undersigned, for the purpose of forming a nonprofit corporation under the laws of the State of Idaho in compliance with the Idaho Nonprofit Corporation Act (Title 30, Chapter 30, Idaho Code), does hereby certify, declare, and adopt these Articles of Incorporation of The Bitterroot Owners Association, Inc. (“**Articles**”):

ARTICLE I
NAME

The name of the corporation is The Bitterroot Owners Association, Inc. (the “**Association**”).

ARTICLE II
TERM

The period of existence and duration of the life of the Association is perpetual.

ARTICLE III
NONPROFIT

The Association is a nonprofit, membership corporation.

ARTICLE IV
REGISTERED AGENT

Reid Sanborn, whose street address is 131 E Sun Valley Rd, Unit 201, Ketchum, Idaho 83340, is hereby appointed as the initial registered agent of the Association.

ARTICLE V
PURPOSE AND POWERS OF THE ASSOCIATION

The Association is formed to exercise all powers and privileges, and to perform all of the duties and obligations, of the Association pursuant to the Homeowner’s Association Act (Idaho Code, Title 55, Chapter 32), and as set forth in the Condominium Declaration for The Bitterroot as set forth as the same shall hereinafter be recorded in the real property records of Blaine County, Idaho, as may be amended from time to time according to its terms (the “**Declaration**”). The Declaration is incorporated by this reference as if fully set forth herein. Capitalized terms used and not defined in these Articles have the meanings set forth in the Declaration. The Association does not contemplate pecuniary gain or profit to the Members. The Association is formed for the purpose of acting as the “management body” of the Project in accordance with the Condominium Act.

ARTICLE VI
MEMBERSHIP & VOTING RIGHTS

“**Member**” means each Person holding a membership in the Association, including Grantor. Every Owner of a Unit is a Member of the Association and has one (1) membership for each Unit in the Project owned by such Owner. If the Owner of a Unit shall be more than one (1) Person, all such Persons shall have a membership in the Association and be deemed Members, but the voting rights in the Association attributable to that Unit may not be split and shall be exercised by one (1) representative selected by such

Persons as they, among themselves, may determine. In the event such Persons are unable to agree among themselves on any matter put to a vote as to how the vote shall be cast, such Persons shall not be entitled to vote on the matter in question. If only one such Person casts a vote, it will thereafter be conclusively presumed for all purposes that such Person was acting with the authority and consent of all other co-Owners of such Unit. To this end, only one (1) vote is allocated to each Unit, regardless of the number of Persons that hold an ownership interest in such Unit. Memberships in the Association shall be appurtenant to the Unit owned by such Owner. The memberships in the Association shall not be transferred, pledged, assigned or alienated in any way except upon the transfer of Owner's title to a Unit and then only to the transferee of such title. Any attempt to make a prohibited membership transfer shall be void and will not be reflected on the books of the Association. The Association shall have two (2) classes of membership as follows:

(a) Class A Members. "**Class A Members**" shall be the Owners of the Units, with the exception of the Grantor for so long as the Class B Member exists. Upon the Class B Member Termination Date (defined below), at all meetings of the Association each Member will be entitled to one (1) vote for each Unit owned by such Member. Prior to the Class B Termination Date, Class A Members are not entitled to vote.

(b) Class B Member. The "**Class B Member**" is Grantor, who shall be the sole voting Member of the Association entitled to vote the collective voting power of the Association from the period commencing on the Effective Date and expiring on the Class B Member Termination Date (the "**Initial Development Period**"). The Class B Member shall cease to exist upon the earlier to occur of the following: (a) Grantor no longer owns any Units within the Project; or (b) Grantor informs the Board, in a writing recorded in the real property records of Blaine County, Idaho, that Grantor no longer wishes to exercise its rights as the Class B Member (as applicable, the "**Class B Member Termination Date**").

ARTICLE VII BOARD OF DIRECTORS

The business and affairs of the Association are managed and controlled by the Board of Directors (the "**Board**"). The Board will consist of not less than three (3) directors and no more than five (5) directors. Directors need not be Owners. The names and addresses of the persons who are to act in the capacity of initial directors until the selection of their respective successors are as follows:

Reid Sanborn

131 E Sun Valley Rd, Unit 201
Ketchum, Idaho 83340

Peter Seidner

131 E Sun Valley Rd, Unit 201
Ketchum, ID 83340

John Riley Buck

131 E Sun Valley Rd, Unit 201
Ketchum, Idaho 83340

ARTICLE VIII BYLAWS

The internal affairs of the Association will be governed as set forth in the bylaws of the Association. The bylaws may be amended or replaced at any regular meeting, or any special meeting of the Association called for that purpose, by (a) the affirmative vote of members holding at least sixty-five percent (65%) of the total voting power of the Association, and (b) the consent of Class B Member during the Initial Development Period.

ARTICLE IX
DISSOLUTION

The Association will only be dissolved at an annual meeting, or a special meeting of the Association called for that purpose, by the affirmative votes of eighty-five percent (85%) or more of the total voting power of the Association. Upon dissolution of the Association, other than incident to a merger or consolidation, the real and personal property of the Association will be distributed as follows: (i) dedicated to an appropriate public agency to be used for purposes similar to those for which the Association was created; or (ii) granted, conveyed, and assigned to a nonprofit corporation, association, trust, or other organization to be devoted to such similar purposes.

ARTICLE X
AMENDMENTS

These Articles may be amended at any annual meeting, or any special meeting of the Association called for that purpose, by the affirmative vote of sixty-five percent (65%) or more of the total voting power of the Association. No amendment that is inconsistent with the provisions of the Declaration will be valid.

ARTICLE XI
INCORPORATOR

The name and address of the incorporator of the Association is:

Reid Sanborn
131 E Sun Valley Rd, Unit 201
Ketchum, Idaho 83340

IN WITNESS WHEREOF, these Articles are executed effective this ___ day of _____,
202_.

Reid Sanborn, Incorporator

**BYLAWS
OF
THE BITTERROOT OWNERS ASSOCIATION, INC**

These Bylaws (these “**Bylaws**”) of The Bitterroot Owners Association, Inc, an Idaho nonprofit corporation (the “**Association**”), are applicable to the Project as identified in that certain Condominium Declaration for The Residences at One Twenty, to be hereinafter recorded in the real property records of Blaine County, Idaho, as the same may be amended from time-to-time according to its terms (the “**Declaration**”). The Declaration is hereby incorporated herein in its entirety by this reference and made a part of these Bylaws as if set out in full herein, and all capitalized terms not otherwise defined herein will have the meaning set forth in the Declaration. To the extent these Bylaws conflict with the Declaration or the Act, then the Declaration or Act (as applicable) will govern.

**ARTICLE 1
MEMBERS**

Section 1.1 Membership and Voting. “**Member**” means each Person holding a membership in the Association, including Grantor. Every Owner of a Unit is a Member of the Association and has one (1) membership for each Unit in the Project owned by such Owner. If the Owner of a Unit shall be more than one (1) Person, all such Persons shall have a membership in the Association and be deemed Members, but the voting rights in the Association attributable to that Unit may not be split and shall be exercised by one (1) representative selected by such Persons as they, among themselves, may determine. In the event such Persons are unable to agree among themselves on any matter put to a vote as to how the vote shall be cast, such Persons shall not be entitled to vote on the matter in question. If only one such Person casts a vote, it will thereafter be conclusively presumed for all purposes that such Person was acting with the authority and consent of all other co-Owners of such Unit. To this end, only one (1) vote is allocated to each Unit, regardless of the number of Persons that hold an ownership interest in such Unit. Memberships in the Association shall be appurtenant to the Unit owned by such Owner. The memberships in the Association shall not be transferred, pledged, assigned or alienated in any way except upon the transfer of Owner’s title to a Unit and then only to the transferee of such title. Any attempt to make a prohibited membership transfer shall be void and will not be reflected on the books of the Association. The Association shall have two (2) classes of membership as follows:

(i) Class A Members. “**Class A Members**” shall be the Owners of the Units, with the exception of the Grantor for so long as the Class B Member exists. Upon the Class B Member Termination Date (defined below), at all meetings of the Association each Member will be entitled to one (1) vote for each Unit owned by such Member. Prior to the Class B Termination Date, Class A Members are not entitled to vote.

(ii) Class B Member. The “**Class B Member**” is Grantor, who shall be the sole voting Member of the Association entitled to vote the collective voting power of the Association from the period commencing on the Effective Date and expiring on the Class B Member Termination Date (the “**Initial Development Period**”). The Class B Member shall cease to exist upon the earlier to occur of the following: (a) Grantor no longer owns any Units within the Project; or (b) Grantor informs the Board, in a writing recorded in the real property records of Blaine

County, Idaho, that Grantor no longer wishes to exercise its rights as the Class B Member (as applicable, the “**Class B Member Termination Date**”).

Section 1.2 Annual Meetings of Members. The Association will hold an annual meeting of Members at least once each year on such date as the Board may designate. At such meeting, the Members may transact such business as may properly come before them if a quorum is present. Such meeting may be conducted in person or, with the approval of a simple majority of the Members, be conducted through an electronic or hybrid meeting mode.

Section 1.3 Special Meetings. The president, or in the absence of the president, any other officer of the Association, will call a special meeting of the Association as directed at any time by resolution of the Board or upon request of Grantor, or, after the Initial Development Period, upon the Association’s receipt, in any twenty-one (21) day period, of signed, written requests from fifty percent (50%) or more of the total voting power of the Association. The notice of all special meetings will be given as provided in Section 1.5 of these Bylaws, and will state the nature of the business to be undertaken. No business will be transacted at a special meeting except as stated in the notice, unless by consent of the Members representing more than fifty percent (50%) of the total voting power in the Association, either in person or by proxy.

Section 1.4 Order of Business. The order of business at all meetings will be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of committees; (e) unfinished business; and (f) new business. In accordance with the Act, the Association must take minutes of all meetings, and the Association must preserve such minutes for a minimum of ten (10) years.

Section 1.5 Place of Meetings. Meetings of the Association will be held in the location designated by the Board, which location will be a suitable place in the Project or close thereto. Such meetings will be conducted in accordance with *Robert’s Rules of Order*.

Section 1.6 Notice of Meetings. Notice of annual or special meetings of the Association will be delivered, mailed or emailed to all Members, and will be given not less than ten (10) days nor more than thirty (30) days prior to the time of said meeting and will set forth the place, date and hour of the meeting, and the nature of the business to be undertaken at any special meeting, by the acting chairman of the previous annual meeting, or, in such person’s absence, by the Association’s secretary of the previous annual meeting, or, in both persons’ absence, by the Members having one-quarter (1/4) of the total voting power in the Association. The mailing of a notice (postage prepaid) or the emailing of a notice in the manner provided in this Section 1.5, is considered notice served. If no address has been furnished to the Association’s secretary, notice is deemed to have been given to a Member if posted in a conspicuous place in the Project. Notices are also governed by the provisions of Idaho Code(s) § 30-30-501 and 30-30-505, as those provisions relate to notice of member meetings. The Board may adopt a process for members to choose to receive notice of any Member meeting by electronic means rather than by mail. All dates and information of the notice must remain the same as a mail notice.

Section 1.7 Quorum. Except as otherwise provided in the Condominium Documents, the presence in person or by proxy of the Grantor constitutes a quorum during the Initial Development Period. After the Initial Development Period, the presence in person or by proxy of

the Members representing thirty percent (30%) or more of the total voting power of the Association constitutes a quorum. The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum. If any meeting cannot be held because a quorum is not present, the Members present may adjourn the meeting to a time not less than ten (10) days nor more than thirty (30) days from the time the original meeting was scheduled, without notice other than announcement at the meeting. At such second meeting, the presence of Members representing no less than fifteen percent (15%) of the quorum required at the preceding meeting constitutes a quorum. Except as otherwise provided herein or in the Declaration, decisions and resolutions of the Association require an affirmative vote of the Members representing a majority of the total voting power present at an annual or special meeting of the Association at which a quorum is present.

Section 1.8 Proxies. Votes may be cast in person or by proxy. Proxies must be in writing and filed with the Association's secretary at least twenty-four (24) hours before the appointed time of each meeting. Every proxy is revocable by the Member who executed the proxy at any time and automatically ceases after completion of the meeting for which the proxy was filed, if filed for a particular meeting. In no event will a proxy be valid after eleven (11) months from the date of its execution.

Section 1.9 Action without Meeting. Any action which may be taken at a meeting of the Association, may be taken without a meeting if authorized in writing signed by all of the Members who would be entitled to vote at a meeting for such purpose, and filed with the Association's secretary. Any action so approved will have the same effect as though taken at a meeting of the Members.

ARTICLE 2 BOARD

Section 2.1 Number and Qualification. The business and affairs of the Association is managed by the Board. The Board consists of not less than three (3) directors and no more than five (5) directors. Directors need not be Owners. During the Initial Development Period, Grantor has the exclusive right to appoint, remove, and replace directors at any time and from time-to-time in Grantor's sole discretion, and to otherwise fill vacancies on the Board as they arise. After the Initial Development Period: (a) the Owners have the right to elect and remove directors as provided in these Bylaws; and (b) any vacancy on the Board shall be filled by a plurality of the votes cast by the remaining Directors through a special election at any meeting of the Board.

Section 2.2 Powers. The Board's power on behalf of and in respect of the Association will be all powers and privileges permitted to be exercised by a Board of a nonprofit corporation under applicable law, subject only to such limitations as are expressly stated in the Condominium Documents and the Condominium Act. The Board will conduct, direct, and exercise full control over all activities of the Association. Unless otherwise provided in the Condominium Documents, any action taken by the Board on behalf of the Association, will be sufficient to bind the Association and will conclusively evidence the authority of the Board with respect thereto. The Board is vested with, and responsible for, the powers and duties identified in the Declaration.

Section 2.3 Annual Meetings. Annual meetings of the Board may be held without notice, at such times, in such place and at such hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting will be held at the same time on the next day which is not a legal holiday.

Section 2.4 Special Meetings. Special meetings of the Board may be called by or at the request of the president or any two (2) directors. The person or persons authorized to call special meetings of the Board may fix any place as the place for holding any special meeting of the Board called by them. Whenever any director has been absent from any special meeting of the Board, an entry in the minutes to the effect that notice has been duly given in the manner provided in Section 2.4 will be conclusive and incontrovertible evidence that due notice of such meeting was given to such director, as required by law and as provided herein.

Section 2.5 Meetings Generally. Board meetings must be open to the Members and any representative or agent designated in a signed writing by a Member to represent the Member. An executive session at which Members are excluded may be held upon a majority vote of the Board for the following purposes: (a) to consider matters of personnel, hiring, bid review, or contract negotiation; (b) to consider records that are not subject to disclosure under Idaho Code § 30-30-1102; (c) to consult with an attorney for the purpose of obtaining legal advice (the mere presence of legal counsel at a board meeting shall not justify entering into executive session); (d) to discuss ongoing or potential litigation, mediation, arbitration, or administrative proceedings; or (e) to discuss sensitive matters related to an individual member's property or assessments, such as violations or delinquent assessments. In accordance with the Act, the Board must take minutes from all meetings, and preserve such minutes for a minimum of ten (10) years.

Section 2.6 Notice. Notice of any special meetings of the Board will be hand delivered, mailed, or emailed to all directors at least three (3) days previous thereto and will set forth the place, date and hour of the meeting, and the nature of the business to be undertaken. Notice shall be deemed received upon hand delivery or refusal to accept hand delivery, two (2) days after deposit in a regular depository of the United States mail with postage prepaid, or when sent if sent by email, unless the sender learns that the recipient did not receive the email. Notwithstanding the foregoing, actual notice however and from whomever received shall always be effective.

Section 2.7 Waiver of Notice. Before or at any meeting of the Board, any director may in writing waive notice of such meeting and such waiver will be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board will be waiver of notice by that director of the time and place thereof. If all directors are present at any meeting of the Board, no notice will be required and any business may be transacted at such meeting. The transactions of any meeting of the Board, however called and noticed or wherever held, will be as valid as though transacted at a meeting duly held after regular call and notice, if a quorum be present, and if, either before or after the meeting, each of the directors not present signs such a written waiver of notice, a consent to holding such meeting, or an approval of the minutes thereof. All such waivers, consents, and approvals will be filed with the records of the Association or made a part of the minutes of the meeting.

Section 2.8 Quorum. A majority of the number of directors fixed by Section 2.1 will constitute a quorum for the transaction of business at any meeting of the Board. Any act taken by

a majority of the directors present at a meeting at which a quorum is present will be the act of the Board.

Section 2.9 Voting. Each director will have one (1) vote as a director.

Section 2.10 Action without a Meeting. Any Board action that may be taken at a meeting may be taken without a meeting if all directors sign a consent setting forth the action so taken.

Section 2.11 Vacancies. Vacancies on the Board during the Initial Development Period shall be filled by the Grantor. After the Initial Development Period, any vacancy on the Board shall be filled by a plurality of the votes cast by the remaining directors, through a special election at any meeting of the Board. Until such time as a vacancy is filled as provided herein, the Board shall continue to conduct business as if no vacancy existed. A vacancy or vacancies will be deemed to exist in case of death, resignation, removal, or judicial adjudication of mental incompetence of any director, or in the case the full number of authorized directors are not elected at any meeting at which such election is to take place.

Section 2.12 Fidelity Bonds. The Board may require that all officers and employees of the Association handling or responsible for the Association funds will furnish adequate fidelity bonds. The premium on such bonds will be paid by the Association or its manager.

Section 2.13 Committees. The Board, by resolution, may from time to time designate such committees as the Board desires, and may establish the purposes and powers of each such committee created. The resolution designating and establishing a committee will provide for the appointment of its members, as well as a chairperson, will state the purpose of the committee, and will provide for reports, termination, and other administration matters as deemed appropriate by the Board.

(a) Books, Financial Statements and Audit. As of the Effective Date, the financial disclosures identified below are required by Idaho Code § 55-3205. To the extent Idaho Code 55-3205 is amended or terminated, this Section 2.13 shall be deemed amended or terminated accordingly:

(b) Owner Accounts. The Association must provide on Owner and the Owner's agent, if any, a statement of the Owner's account no more than five (5) business days after a request by the Owner or the Owner's agent is received by an appropriate agent of the Association. The statement of account must include, at a minimum, the amount of the annual charges against the Owner's Unit, the date when the charges are due, and any unpaid assessments or other charges due and owing from the Owner at the time of the request.

(c) Annual Statements. On or before January 1 of each year, the Association must provide the Owners with a disclosure of fees that will be charged to an Owner in connection with any transfer of ownership of the Owner's Unit. Fees imposed by the Association for the calendar year following the disclosure of fees may not exceed the amount set forth on the annual disclosure, and no surcharge or additional fees may be charged to any Owner in connection with any transfer of ownership of the Owner's Unit. No fees may be charged for expeditiously providing a member's statement of account as set forth in this Section 2.13.

(d) Up-to-Date Statements. The Association must provide on Owner and the Owner's agent, if any, an up-to-date financial disclosure no more than ten (10) business days after a request by the Owner or the Owner's agent is received by an appropriate agent of the Association.

(e) Annual Statements. Within sixty (60) days of the close of the fiscal year, the Association must provide the Owners and the Owners' agents, if any, with an up-to-date and reconciled financial disclosure for the fiscal year

Section 2.14 Removal. During the Initial Development Period, only the Grantor has the power to remove a director, which removal may be with or without cause. After the Initial Development Period, the Members may remove one (1) or more directors with or without cause. A director may be removed only if the number of votes cast to remove the director exceeds the number of votes cast not to remove the director. A director may be removed by the Members only at a meeting called for the purpose of removing that director, and the meeting notice must state that the purposes, or one of the purposes, of the meeting is removal of the director.

Section 2.15 Term. Directors appointed by the Grantor during the Initial Development Period shall serve until the earlier of the following: (a) death; (b) resignation; (c) removal; or (d) the date of the first annual meeting of the Members after expiration of the Initial Development Period. At the first annual meeting of the Members after the expiration of the Initial Development Period, and each annual meeting thereafter, the Members shall elect the directors. Directors so elected by the Members shall serve until the earlier of: (i) the next annual meeting of the Members; (ii) death; (iii) resignation; or (iv) removal. Notwithstanding anything to the contrary contained herein, despite the expiration of a director's term, the director continues to serve until the director's successor is appointed or elected, and qualifies, or until there is a decrease in the number of directors. At the expiration of a director's term (i.e. on the date of the first annual meeting of the Members after the director's election), the director's successor (which may be the same individual) shall be elected by a plurality of the votes cast by the Members entitled to vote in the election at a meeting at which a quorum is present. Members shall have no right to cumulate their votes for directors.

ARTICLE 3 OFFICERS

Section 3.1 Designation. The principal officers of the Association may be a president, a vice president, secretary, and a treasurer, all of whom will be elected by the Board. The Board may appoint an assistant treasurer and an assistant secretary, and such other officers as in the Board's judgment may be necessary. One person may hold two or more offices, except those offices of president and secretary.

Section 3.2 Election of Officers. The officers of the Association will be elected annually by the Board at the organizational meeting of each new Board, and each officer will hold office for one (1) year unless such officer will sooner resign or will be removed or otherwise disqualified.

Section 3.3 Removal of Officers. Upon an affirmative vote of a majority of the Board, any officer may be removed, either with or without cause, and a successor elected at any annual meeting of the Board, or any special meeting of the Board called for such purpose. Any officer

may resign at any time by giving written notice to the Board or to the president or secretary of the Association. Any such resignation will take effect at the date of receipt of such notice or at any later time specified therein; and unless otherwise specified in said notice, acceptance of such resignation by the Board will not be necessary to make it effective. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy will serve for the remainder of the term of the officer he or she replaces.

Section 3.4 Compensation. Officers, agents, and employees may receive such reasonable compensation for their services as may be authorized by the Board. Appointment of any officer, agent, or employee will not of itself create contractual rights of compensation for services performed by such an officer, agent, or employee.

Section 3.5 Special Appointment. The Board may elect such other officers as the affairs of the Association may require, each of whom will hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 3.6 President. The president will be the chief executive officer of the Association. The president will preside at all meetings of the Association and of the Board. The president will have all of the general powers and duties which are usually vested in the office of the president of a nonprofit corporation. The president will, subject to the control of the Board, have general supervision, direction, and control of the business of the Association. The president will be ex officio a member of all standing committees, and the president will have such other powers and duties as may be prescribed by the Board or these Bylaws.

Section 3.7 Vice President. The vice president will take the place of the president and perform such duties whenever the president will be absent, disabled or unable to act. If neither the president nor the vice president is able to act, the Board will appoint a member of the Board to do so on an interim basis. The vice president will also perform such other duties as will from time to time be imposed by the Board or these Bylaws.

Section 3.8 Secretary. The secretary will record the votes and keep the minutes of all meetings of the Board and the minutes of all meetings of the Association at the principal office of the Association or such other place as the Board may order. The secretary will have charge of such books and papers as the Board may direct, and the secretary will, in general, perform all the duties incident to the office of secretary. The secretary will give, or cause to be given, notices of meetings of the Association and of the Board required by these Bylaws or by law to be given. The secretary will maintain a book of record Owners and Occupants, listing the names and addresses of the Owners and Occupants as furnished to the Association and such book will be changed only at such time as satisfactory evidence of a change in ownership or occupancy is presented to the secretary. The secretary will perform such other duties as may be prescribed by the Board or these Bylaws.

Section 3.9 Treasurer. The treasurer will have responsibility for the Association's funds and securities and will be responsible for keeping, or causing to be kept, full and accurate accounts of the financial transactions of the Association including accounts of all assets, liabilities, receipts, and disbursements, all in books belonging to the Association. The treasurer will be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board. The

treasurer will disburse the funds of the Association as may be ordered by the Board in accordance with the Declaration, will render to the president and directors upon request, an account of all transactions as treasurer and of the financial condition of the Association, and will have such other powers and perform such other duties as may be prescribed by the Board or these Bylaws.

ARTICLE 4 ASSESSMENTS PROCEDURES

Section 4.1 The policies and procedures for Assessments (such as notices, payment methods, installment options, late fees, interest charges, collection fees, and other matters) will be as set forth in the Declaration or as otherwise set forth in the Condominium Documents.

ARTICLE 5 INDEMNIFICATION AND INSURANCE

Section 5.1 Definitions. For the purposes of this Article, “agent” means any person who is or was a director, officer, employee, or other agent of the Association, or is or was serving at the request of the Association as a director, officer, employee, or agent of another corporation, or was a director, officer, employee, or agent of a corporation which was a predecessor corporation of the Association; “proceeding” means any threatened, pending, or completed action or proceeding, whether civil, criminal, administrative, or investigative; and “expenses” includes, without limitation, attorneys’ fees and costs and any expenses of establishing a right to indemnification under Section 5.2 or Section 5.4(iii).

Section 5.2 Indemnification. The Association will indemnify any person who was or is a party or is threatened to be made a party to any proceeding (other than an action by or in the right of the Association to procure a judgment in its favor) by reasons of the fact that such person is or was an agent of the Association, against expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with such proceeding if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Association and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful. The termination of any proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent will not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Association or with respect to any criminal proceeding that the person had reasonable cause to believe that the person’s conduct was unlawful. However, no indemnification will be made in respect of any claim, issue, or matter as to which such person will have been adjudged to be liable to the Association in the performance of such person’s duty to the Association, unless and only to the extent that the court in which such proceeding is or was pending will determine upon application that, in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for the expenses which such court will deem proper.

Section 5.3 Expenses in Successful Defense. To the extent that an agent of the Association has been successful on the merits in defense of any proceeding referred to in Section 5.1 or in defense of any claim, issue, or matter therein, the agent will be indemnified against expenses actually and reasonably incurred by the agent in connection therewith.

Section 5.4 Determination of Standard of Conduct. Except as provided in Section 5.2, any indemnification under this Article will be made by the Association only if authorized in the specific case, upon a determination that indemnification of the agent is proper in the circumstances because the agent has met the applicable standard of conduct set forth in Section 5.1, as determined by:

- (i) A majority vote of directors who are not parties to such proceeding;
- (ii) Approval or ratification by the affirmative vote of a majority of the total voting power of the Association as cast by the Members at a duly held meeting of the Association at which a quorum is present;
- (iii) The court in which such proceeding is or was pending, upon application made by the Association or the agent or the attorney or other persons rendering services in connection with the defense, whether or not such application by the agent, attorney, or other person is opposed by the Association; or
- (iv) Independent legal counsel in written opinion, engaged at the direction of a majority of disinterested directors.

Section 5.5 Advancing Expenses. Expenses incurred in defending any proceeding may be advanced by the Association prior to the final disposition of such proceeding upon receipt of an undertaking by or on behalf of the agent to repay such amount if it will be determined ultimately that the agent is not entitled to be indemnified as authorized in this Article.

Section 5.6 Extent and Limitations of Indemnifications. No indemnification or advance will be made under this Article, except as provided in Section 5.2 or Section 5.4(iii), in any circumstance where it appears:

- (i) That it would be inconsistent with a provision of the Articles, these Bylaws, a resolution of the Board or Members, or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or
- (ii) That it would be inconsistent with any condition expressly imposed by a court in approving a settlement.

Section 5.7 Beneficial Effect. This Article will create a right of indemnification for each agent referred to in this Article, whether or not the proceeding to which the indemnification relates arose in whole or in part prior to adoption of this Article; and in the event of the death of such agent, whether before or after initiation of such proceeding, such right will extend to such agent's legal representatives. In addition, to the maximum extent permitted by applicable law, the right of indemnification hereby given will not be exclusive of or otherwise affect any other rights such agent may have to indemnification, whether by law or under any contract, insurance policy, or otherwise.

Section 5.8 Liability Insurance. The Association may purchase and maintain insurance on behalf of any agent of the Association against any liability asserted against or incurred by the

agent in such capacity or arising out of the agent's status as such, whether or not the Association would have the power to indemnify the agent against such liability under the provisions of this Article.

ARTICLE 6 ASSOCIATION RECORDS

Section 6.1 The Association will keep such records of its business and affairs as is customary for community or homeowner associations, including a membership register, accounting records, financial statements, operating budgets, balance sheets, and minutes of meetings of the Board and committees. Such records will be available at the Association's regular offices for inspection and copying by any Owner at such Owner's expense. The Board may establish reasonable rules with respect to: (a) notice to be given to the custodians of the records by persons desiring to make the inspection; (b) hours and days of the week when such an inspection may be made; and (c) payment of the cost of reproducing copies of documents requested pursuant to this Article 6. The Association's obligations hereunder may be fulfilled by making the records available to an Owner electronically, including delivery by electronic mail or the posting of such records on a website.

ARTICLE 7 CONFLICTING PROVISIONS

If any provision of these Bylaws conflicts with applicable law, the Declaration, or the Articles, such conflicting provision will be inoperable and severable, and the other provisions of these Bylaws will remain in full force and effect.

ARTICLE 8 AMENDMENTS TO BYLAWS

These Bylaws may be amended at any annual meeting, or any special meeting of the Association called for that purpose, by the affirmative vote of at least sixty-five percent (65%) of the total voting power of the Association. No amendment that is inconsistent with the provisions of the Declaration will be valid.

[Remainder of page intentionally left blank; adoption on the following page.]

**CONSENT OF DIRECTORS OF THE
THE BITTERRROOT OWNERS ASSOCIATION, INC
IN LIEU OF MEETING**

The undersigned, constituting all of the Directors of The Bitterroot Owners Association, Inc, an Idaho nonprofit corporation (the “**Association**”), do hereby consent to, adopt, and approve in writing the following corporate action without a meeting in accordance with the provisions of the general nonprofit corporation laws of the State of Idaho:

RESOLVED, that the above and foregoing Bylaws are hereby duly adopted as the Bylaws of the Association and that the same do now constitute the Bylaws of the Association.

RESOLVED, that Reid Sanborn is hereby elected president of the Association, Jon Gilmour is hereby elected vice president and secretary of the Association, and Garrison Belles is hereby elected treasurer of the Association.

This Consent of Directors of The Bitterroot Owners Association, Inc in Lieu of Meeting is effective as of the 10th day of October, 2023.

DIRECTORS:

Reid Sanborn

Peter Seidner

John Riley Buck

CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify that:

1. I am the duly elected and acting secretary of The Bitterroot Owners Association, Inc, an Idaho nonprofit corporation; and

2. The foregoing Bylaws comprising 12 pages, including this page, constitute the Bylaws of The Bitterroot Owners Association, Inc, and were duly adopted by the Board pursuant to that **“Consent of Directors of The Bitterroot Owners Association, Inc in Lieu of Meeting,”** dated effective the __th day of _____, 202_.

IN WITNESS WHEREOF, I have hereunto subscribed my hand and attest the act of the Association effective the __th day of _____, 202_.

John Riley Buck, Secretary

Draft

CONDOMINIUM DECLARATION

FOR

THE BITTERROOT

Draft

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EXHIBITS

- EXHIBIT A — Legal Description of the Property
- EXHIBIT B — Plat of The Bitterroot
- EXHIBIT C — Articles of Incorporation
- EXHIBIT D — Proportionate Interest in Common Area

Draft

CONDOMINIUM DECLARATION

FOR

THE BITTERROOT

THIS CONDOMINIUM DECLARATION FOR THE BITTERROOT (this “**Declaration**”) is made effective as of ___ of _____, 202_ (the “**Effective Date**”), by Sundance R3 Devco LLC, an Idaho limited liability company (“**Grantor**”). Capitalized terms not otherwise defined in the text of this Declaration are defined in Section 3.

SECTION 1 RECITALS

Property Covered. Grantor is the owner of that certain real property located in Ketchum, Blaine County, Idaho, legally described on Exhibit A attached hereto and incorporated herein by this reference (the “**Property**”), as shown on the final plat for The Bitterroot, recorded in the real property records of Blaine County, Idaho, on _____, 202_, as Instrument No. _____, a copy of which is attached hereto as Exhibit B and incorporated herein by this reference (the “**Plat**”).

Residential Use. Grantor intends to develop the Property with a residential condominium building (the “**Building**”) in accordance with the Plat, this Declaration, and the development approvals now or hereinafter obtained from the City of Ketchum and other governing authorities. The Property, together with the Building and every other building, improvement, or structure thereon, and every easement or right appurtenant thereto, is referred to in this Declaration as the “**Project**.”

Purpose. The purpose of this Declaration is to provide for condominium ownership of the Project pursuant to Condominium Act, designate Common Area and Limited Common Area, create the Association as the management body to administer the Project pursuant to the Condominium Act, and to set forth the restrictions, covenants, limitations, easements, conditions, and equitable servitudes that apply to and are unique to the Project and this condominium ownership regime (collectively “**Restrictions**”).

SECTION 2 DECLARATION

Grantor hereby declares that the Project and every Condominium and portion thereof is and shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved in accordance with and subject to the provisions of this Declaration, each and all of which are hereby declared to be in furtherance of a general plan: (a) for the creation, maintenance, and sale of an ownership in fee simple of separate interests in Units and for co-ownership with others, as tenants-in-common, of Common Area and Limited Common Area, all pursuant to the Condominium Act; and (b) to protect, enhance, and preserve the value, amenities, desirability, and attractiveness of the Project and to ensure a well-integrated, high quality residential condominium development. This Declaration shall: (i) run with the land and shall be binding upon any Person having or acquiring any right, title, or interest in the Project and every Condominium and portion thereof; (ii) inure to the benefit of the Project and every portion thereof; and (iii) inure to the benefit

of and be binding upon Grantor and each Owner having or holding any right, title, or interest in any Unit or portion of the Project, and their successors, heirs, and assigns.

SECTION 3 ADDITIONAL DEFINITIONS

“**Applicable Laws**” means all applicable federal, state, and local laws, rules, regulations, ordinances, and orders relating to the use, occupancy, and/or ownership of the Project or any portion thereof.

“**Articles**” mean the Articles of Incorporation of the Association, a true, correct, and certified copy of which is attached hereto as Exhibit C and incorporated herein by this reference, as the same may be amended from time to time in accordance with the provisions thereof; provided, however, in order to be effective such amendment must reference this Declaration, as amended, and be recorded in the real property records of Blaine County, Idaho.

“**Assessments**” mean the Regular Assessments, Special Assessments, and Limited Assessments, together with any late payment charges, interest, administrative fees, and costs (including without limitation attorneys’ fees) incurred in collecting the same.

“**Association**” means The Bitterroot Owners Association, Inc., an Idaho nonprofit corporation, its successors and assigns.

“**Association Rules**” means the rules and regulations relating to the Project that may be adopted, amended, or repealed from time to time by the Board, as more particularly described in Section 8.7.3 hereof.

“**Board**” means the board of directors of the Association.

“**Bylaws**” mean the bylaws of the Association, as the same maybe amended from time to time in accordance with the provisions thereof.

“**Common Area**” means: (a) all portions of the Project other than the Units, including all Limited Common Area; (b) all leases, licenses, use rights, or agreement rights for amenities or facilities owned or held by or for the benefit of the Association from time-to-time; and (c) any personal property owned or held by or for the benefit of the Association from time to time. Common Area may be established from time to time by Grantor or the Association on any portion of the Project by describing such area on the Plat, by granting or reserving it in a deed or other instrument, or by designating it as such in this Declaration. In addition, the Association may acquire any Common Area it deems necessary or beneficial to the Project.

“**Condominium**” means a separate ownership interest in a Unit together with an undivided tenant-in-common interest in the Common Area (expressed as percentages of the entire ownership interest in the Common Area), as set forth on Exhibit D attached hereto and incorporated herein by this reference.

“**Condominium Act**” means the Condominium Property Act of the State of Idaho, Idaho Code Section 55-1501 *et seq.*, as may be amended from time to time.

“Condominium Documents” means this Declaration, the Plat, the Articles, the Bylaws, the Association Rules, the Management Agreement, the Owner Maintenance Manual, and any other procedures, rules, regulations, or policies adopted under such documents by the Board, as the same may be amended from time to time according to their terms.

“Deck” means each of the decks identified on the Plat as L.C. 101, L.C. 201, L.C. 202, L.C. 203, L.C. 204, L.C. 301, and L.C. 302, and includes the railings or fences thereon. Grantor hereby designates each Deck as Limited Common Area appurtenant to, and for the exclusive use of, the Unit with the corresponding Unit number (e.g. L.C. 101 is Limited Common Area for the Exclusive Use of Unit 101, L.C. 102 is Limited Common Area for the Exclusive Use of Unit 102, and so forth), to the exclusion of all others.

“Garage” means each of L.C. 101 Parking Garage, L.C. 204 Parking Garage, and L.C. Parking 302 identified on the Plat. Grantor hereby designates each Garage as Limited Common Area appurtenant to, and for the exclusive use of, the Unit with the corresponding Unit number (e.g. L.C. 101 Parking Garage is Limited Common Area for the exclusive use of Unit 101 and so on), to the exclusion of all others.

“Limited Assessment” means a charge against a particular Owner for an expense directly attributable to such Owner, equal to the cost incurred or estimated to be incurred by the Association in connection with corrective action or maintenance, repair, replacement and operation activities performed pursuant to the provisions of this Declaration, including damage to or maintenance, repair, replacement and operation activities performed for any Common Area or the failure of an Owner to keep the Owner’s Condominium in proper repair, and including interest thereon as provided in this Declaration or for any goods or services provided by the Association benefiting less than all Owners, as more particularly described in Section 9.5 herein.

“Limited Common Area” means those portions of the Common Area designated for the exclusive use of an Owner or Owners to the exclusion, limitation, or restriction of other Owners. Limited Common Area may be established from time to time by Grantor or the Association on any portion of the Project by describing such area on the Plat, by granting or reserving it in a deed or other document or instrument, or by designating it as such in this Declaration. The term Common Area as used in this Declaration shall include Limited Common Area.

“Management Agreement” means any agreement and all amendments thereto entered into by the Association and the Management Company, providing for the management, maintenance, and operation of the Project, including, without limitation the Common Area, by the Management Company.

“Management Company” means the Person hired by the Association to manage the Project on the terms and conditions set forth in a Management Agreement.

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

“Mortgagee” means any Person or any successor to the interest of such Person named as the mortgagee, trust beneficiary, or creditor pursuant to any Mortgage under which the interest of an Owner’s interest in its Condominium, or successor to the interest of such Owner, is encumbered.

“Occupant” means any Person, other than an Owner, that resides in a Unit, including, without limitation, family members, guests, and Tenants.

“Owner” means the record owner, whether one or more Persons, holding fee simple title to a Unit, excluding Mortgagees, unless and until such Mortgagee has acquired fee simple title pursuant to foreclosure or other proceedings or obtains a deed to such Unit in lieu of such foreclosure or other proceedings.

“Parking Space” means L.C. 301 Parking, L.C. 201 Parking, L.C. 204 Parking, L.C. 302 Parking, and L.C. 101 Parking identified on the Plat. Grantor hereby designates each Parking Space as Limited Common Area appurtenant to, and for the exclusive use of, the Unit with the corresponding Unit number (e.g. L.C. 301 Parking is Limited Common Area for the exclusive use of Unit 301), to the exclusion of others.

“Person” means an individual, corporation, trust, estate, partnership, limited liability company, association, joint venture, government, government subdivision or agency, and any other legal entity.

“Regular Assessment” means an assessment by the Association to provide for the payment of all estimated expenses growing out of or connected with the Project as a whole, as more particularly described in Section 9.3 herein.

“Special Assessment” means that portion of the costs of the capital improvements, replacements, equipment purchases and replacements, or shortages in Regular Assessments which are authorized to be paid to the Association pursuant to the provisions of this Declaration as more particularly described in Section 9.4 herein.

“Storage Area” means L.C. 302 Storage identified on the Plat. Grantor hereby designates the Storage Area as Limited Common Area appurtenant to, and for the exclusive use of, Unit 302, to the exclusion of all others.

“Tenant” shall mean any Person leasing all or any part of a Condominium from any Owner.

“Unit” means the separate ownership interest component of a Condominium, as bounded by the unfinished interior surfaces of the perimeter: (a) walls; (b) floors; (c) ceilings; (d) windows (including window frames and window trim); and (e) doors (including door frames and door trim) of each Unit as shown the Plat, together with the airspace so encompassed. The Unit includes all of the following within the said boundaries of each Unit shown on the Plat: (i) all finishes and coverings on the interior surfaces of said perimeter walls, floors, ceilings, windows, and doors, including without limitation paneling, wood, tile, paint, paper, carpeting, and texturing; (ii) all fixtures, improvements, hardware, and appliances; and (iii) all heating and refrigerating elements or related equipment, utility lines and outlets, electrical and plumbing fixtures, pipes, and all other related equipment required to provide heating, air-conditioning, hot and cold water, electrical, and utility services located within and serving only the Unit. The following are not part of a Unit: (A) bearing walls; (B) structural columns; (C) floors; (D) roofs; (E) foundations; (F) elevator equipment and shafts; (G) central heating, central refrigeration and central air-conditioning equipment, reservoirs, tanks, pumps and other central services that serve more than one Unit,

except the outlets thereof when located within the Unit; and (H) pipes, ducts, flues, chutes, conduits, wires and other utility installations that serve more than one Unit, except the outlets thereof when located within the Unit. Provided, however, that a Unit shall not include any of the structural components of the Building or utility or service lines located within a Unit that serve more than one Unit. There are seven (7) Units at the Project: Unit 101, 201, 202, 203, 204, 301, and 302, as each are identified on the Plat.

SECTION 4 NATURE AND INCIDENTS OF CONDOMINIUM OWNERSHIP

Estates of an Owner of a Condominium. The Project is hereby divided into Condominiums, each consisting of a separate interest in a Unit and an undivided tenant-in-common interest in the Common Area. The percentage of ownership interest in the Common Area which is to be allocated to each Condominium as a whole for purposes of Assessments, tax assessment under Section 55-1514 of the Condominium Act, and liability as provided by Section 55-1515 of the Condominium Act, is set forth on the attached Exhibit D.

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

No Further Division. No Owner may divide, adjust, or further condominiumize such Owner's Unit without the prior written approval of the Association, the City of Ketchum, and all other governing authorities whose approval is required, and all such divisions, adjustments, and further condominiumizations must comply with any condominium project amendment requirements of Blaine County, and otherwise comply with all Applicable Laws.

Inseparability of Condominiums. No part of a Condominium, or of the legal rights comprising ownership of a such Condominium 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, transferred, and otherwise affected only as a complete Condominium and shall not be transferred in any way resulting in the division of the Condominium. Every gift, devise, bequest, transfer, encumbrance, conveyance, or other disposition of the 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 this Declaration.

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

Taxes and Assessments. Each Owner shall execute such instruments and take such actions as may reasonably be specified by the Association to obtain separate real property tax assessments of the interest of each Owner in each Condominium. If any taxes of special districts or other assessments may, in the opinion of the Association, nevertheless, be a lien on the Property or any part thereof, the Association shall pay the same and assess the same to the responsible Owner or Owners. Each Owner shall pay the taxes and assessments assessed against such Owner's Condominium, or interest therein, and such Owner's interest in the Common Area, or any part of any or all of the foregoing. The Association reserves the right to protest any tax valuations or

assessments by any taxing government agency and to pay for any costs associated with such protests. Each Owner agrees to reimburse the Association for any costs associated with such protests as related to that Owner's Unit.

Owner's Rights with Respect to Interiors. Each Owner shall have the exclusive right to maintain, finish, refinish, and decorate the interior surfaces of the walls, floors, ceilings, windows (including window frames and window trim), and doors (including door frames and door trim) forming and within the interior boundaries of the Owner's Unit, including but not limited to the installation of carpet or other floor coverings, paint or wallpaper, cabinets, and plumbing and electrical fixtures subject to the terms and conditions of the Condominium Documents, including without limitation Section 7 of this Declaration.

SECTION 5 EASEMENTS

Easements for Encroachments. If any part of the Common Area encroaches or shall hereafter 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 encumbrances 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 under the Building, or by changes in position caused by repair or reconstruction of the Building or any part thereof. Notwithstanding the foregoing, no Owner shall be entitled to deliberately and intentionally encroach on the Common Area without the prior written approval of the Board, or on any other Unit without the prior written consent of the other Unit Owner.

Easements of Access for Repair, Maintenance, and Emergencies. Portions of the Common Area and/or easement areas granted pursuant to this Declaration or any other Condominium Document, are or may be located within the Units or may be conveniently accessible only through the Units. The Owners have the irrevocable right, to be exercised by the Association as their agent, of access to each Unit and to all Common Area from time to time during such reasonable hours as may be necessary and established by the Board for the construction, installation, inspection, operation, maintenance, repair or replacement of any of the Common Area located therein or accessible therefrom, or the construction, installation, inspection, operation, maintenance, repair or replacement of any improvements and facilities located within the Common Area, or for making repairs, maintenance and emergencies therein necessary to prevent damage to the Common Area or to another Unit or Units or to correct a violation of any covenant, condition or restriction of the Declaration when, after reasonable efforts by the Association, the Owner fails to do so. The Association shall also have such right of access independent of any agency relationship. Damage to the interior of any part of a Unit or Units resulting from the construction, installation, inspection, operation, maintenance, repair, emergency repair or replacement of any of the Common Area or as a result of emergency repairs within another Unit at the insistence 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 the negligence of an Owner or such Owner's Occupants, invitees, or licensees, then such Owner shall be financially responsible for all of such damage. Such damage shall be repaired and the Unit shall be restored substantially to the same condition as existed prior

to damage. Amounts owing by Owners pursuant hereto shall be collected by the Association as an Assessment pursuant to Section 9 herein.

Owner's Right to Ingress, Egress, and Support. Each Owner shall have the right to ingress and egress over, upon, and across the Common Area necessary for access to that Owner's Condominium, and shall have the right to the horizontal and lateral support of such Owner's Condominium, and such rights shall be appurtenant to and pass with the title to each Condominium. In exercising the rights granted in this Section, each Owner agrees to use reasonable efforts to avoid interference with the access to other Condominiums.

Association's Right to Use of Common Area. The Association shall have the right 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 or other Condominium Documents, including the right to grant utility easements, alter the Common Areas, and to construct and maintain maintenance and storage facilities in the Common Area for use by the Association.

Grantor's Right Incident to Construction. Grantor and Persons it shall select, shall have the express and unconditional right to ingress and egress over, upon and across the Project, including Common Area and all Units, the right to store materials thereon and to make other use thereof as may be reasonably necessary or incident to completion of development and construction of the Building and Units shown on the Plat or any amendment thereto and the completion of all Units for use and occupancy; provided, however, that no such rights shall be exercised by Grantor in such a way as to unreasonably interfere with the occupancy, use, enjoyment, or access to an Owner's Condominium by that Owner or such Owner's Occupants, invitees, or licensees.

Certain Easements Benefit City. The easements herein granted to an Owner for ingress and egress to and from such Owner's Condominium over, upon, and across the Common Area are hereby recognized to be a condition of platting the Property imposed by the City of Ketchum. Such easements shall not be dissolved or altered in any material way that would prevent their beneficial use for their intended purposes without the express written consent of the City of Ketchum.

Emergency Easement. A general easement is hereby granted to all police, sheriff, fire protection, ambulance, and all other similar emergency agencies or persons to enter upon all streets and property within the Project in the proper performance of their duties. The easement granted herein is recognized to be a condition of platting the Property imposed by the City of Ketchum. Such easement shall not be dissolved or altered in any material way that would prevent its beneficial use for its intended purpose without the written consent of the City of Ketchum.

The Owners expressly acknowledge that the Association and the Ketchum Fire Department shall each have one master key capable of accessing all doors connected to the common security system of the Building. The Owners expressly agree to notify the Association prior to re-keying any lock in the Building controlled by a common security or access system and agree to use a locksmith approved by the Board.

Recorded Easements. The Property, and all portions thereof, shall be subject to all easements shown on any recorded Plat affecting the Property, or any portion thereof, and to any other easements of record or of use, now existing or hereafter created, including without limitation any storm drainage easements, street light easements, sanitary sewer easements, or any other public utility easement shown on the Plat.

Easements for Annual Inspection. Any Person authorized by the Board shall have the right of access to all Units on an annual basis for the purpose of inspecting such Units for compliance with the terms and conditions of Condominium Documents.

Easements Deemed Created. All conveyances of Condominiums hereafter made, whether by the Grantor or otherwise, shall be construed to grant and reserve such reciprocal easements as shall give effect to Sections 5.1 through 5.10 above, even though no specific reference to such easements or to those Sections appear in any such conveyance.

SECTION 6 DESCRIPTION OF CONDOMINIUM

Every contract for the sale of a Condominium and every other instrument affecting title to such Condominium shall describe that Condominium by the Unit shown on the Plat with appropriate reference to the Plat and to this Declaration, as each appears on the records of Blaine County, Idaho, in the following manner:

Unit ___ as shown on the final plat of The Bitterroot, recorded in the real property records of Blaine County, Idaho, on _____, 202_, as Instrument No. _____, (as may have been heretofore amended or supplemented), and as defined and described in that certain Condominium Declaration for The Bitterroot recorded in the real property records of Blaine County, Idaho, on _____, 202_, as Instrument No. _____ (as may have been heretofore amended or supplemented).

Such description shall be construed to describe the separate ownership interest in the identified Unit, together with the appurtenant undivided tenant-in-common interest in the Common Area, and to incorporate all rights incident to ownership of a Condominium interest and all the limitations on such ownership as described in the Condominium Documents or any amendments or supplements thereto, whether or not so specified in the instrument.

SECTION 7 USE OF CONDOMINIUMS

Single-Family Residential. The Units shall be used exclusively for single-family residential purposes and other uses incidental thereto as permitted by Applicable Law. Except for Home Occupations permitted pursuant to this Section, no Unit shall be used at any time for commercial or business activity. A “**Home Occupation**” shall be any gainful occupation conducted in a Unit by an Occupant thereof, provided that the home office or studio located thereon does not exceed four hundred (400) square feet in size and is located entirely within the Unit, and further provided that such Home Occupation is conducted in accordance with the other terms and limitations of the Condominium Documents and Applicable Law. A Unit may be used for other

Home Occupations only upon a written approval signed by all Owners, which approval may be subject to such requirements and conditions as the Owners and/or Association deems appropriate, and which Home Occupation must be conducted in accordance with the other terms and limitations of the Condominium Documents and Applicable Law. No Home Occupation may: (a) involve highly combustible materials; (b) involve retail operations; (c) use power equipment or tools; (d) cause abnormal automotive or pedestrian traffic at the Project; (e) be, in the reasonable opinion of the Board, objectionable due to unsightliness, odor, dust, smoke, noise, glare, heat, vibration or similar disturbances; (f) involve dispatch activities where employees meet at the Project and are sent to other locations; (g) involve other uses that, in the reasonable opinion of the Board, would detract from the residential character of the Project. It shall not be a violation of this Section for an Owner to lease its Condominium in accordance with Section 7.2. The use of a Condominium for a shelter home, as the same is defined in Idaho Code § 67-6530, whether or not operated for profit, shall for the purposes of this Declaration be a commercial or business use to the fullest extent permitted by Applicable Law.

Leasing. Each Owner shall be entitled to lease its Condominium. An Owner who leases a Condominium shall be fully responsible for the acts and omissions of, and damage caused by, such Owner's Tenant as if such Tenant were the Owner. Any Owner who leases a Condominium shall comply with all Applicable Laws, including without limitation Fair Housing Act to the extent it applies to such Owner. Each such lease shall be in writing and shall provide that the terms and conditions thereof shall be subject in all respects to this Declaration and the Association Rules, and that any failure by the Tenant to comply with the terms of such documents shall be a default under the lease. The Association Rules may provide for fines against an Owner if the Tenants of such Owner's Condominium excessively loud or otherwise disruptive.

Obstructions of Common Area. Except to the extent installed or placed by Grantor or the Association, 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 Board. Nothing shall be altered on, planted in, constructed on, or removed from the Common Area except upon the prior written consent of the Board.

Maintenance of Interiors and Limited Common Area. Each Owner shall keep such Owner's Unit, including, without limitation, interior walls, windows, floors, ceilings, windows, doors, and permanent fixtures and appurtenances thereto, in a clean, sanitary, and attractive condition, and good state of operating condition and repair and shall keep the heating and air conditioning equipment, water heater, and other utility systems and related devices exclusively serving the Owner's Unit in a good state of operating condition and repair and free from any odor and/or mold. Each Owner shall keep the Limited Common Area designated for the exclusive use of such Owner in a clean, sanitary, and attractive condition, and good state of operating condition and repair, including removal of snow and ice on such Limited Common Area. Each Owner shall notify the Association of any unsafe condition existing in, on, or around the Limited Common Area. In addition, nothing unsightly, in the reasonable opinion of the Board, shall be kept on any exterior Limited Common Area (including without limitation all Decks). If Grantor has caused to be prepared and delivered to the Owners a preventative maintenance manual containing minimum maintenance or other standards applicable to the individual Units and/or the Limited Common Area appurtenant thereto (an "**Owner Maintenance Manual**"), then each Owner shall cause the Units and Limited Common Areas owned by such Owner to be maintained in accordance with the

requirements set forth in the Owner Maintenance Manual. The requirements set forth in the Owner Maintenance Manual are in addition to the requirements of any warranty or other operating guidelines and instructions.

Prohibition of Damage and Certain Activities.

7.5.1 No damage to, or waste of, the Common Area or any part thereof shall be committed by any Owner or such Owner's Tenants, Occupants, invitees, or licensees, 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 such Owner or such Owner's Tenants, Occupants, invitees, or licensees.

7.5.2 No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Project or any portion thereof, except in such containers and other areas designated for such purpose by Grantor or the Board, and no odor shall be permitted to arise from any portion of the Project so as to render, in the reasonable opinion of the Board, the Project or any portion thereof unsanitary, offensive, or detrimental to the Project, or to any other property in the vicinity of the Project. No exterior fires and no obstructions of pedestrian walkways shall be permitted to exist at the Project. No business or Home Occupation, no noise, no unsightliness, and no other nuisance shall be permitted to exist or operate upon any portion of the Project in violation of Applicable Law or so as to be, in the reasonable opinion of the Board, offensive or detrimental to the Project or to its Owners or their Occupants or to other property in the vicinity Project. Without limiting the generality of any of the foregoing, no Owner shall use or install or permit to be used or installed any whistles, bells or other sound devices, or flashing lights or search lights within the Project without the Board's approval. No unsightly articles shall be permitted to remain on any Condominium so as to be visible from any other portion of the Project. Without limiting the generality of the foregoing, refuse, garbage, trash, equipment, gas canisters, propane gas tanks, barbecue equipment, heat pumps, compressors, and containers shall be kept in such containers and other areas designated for such purpose by Grantor or the Board. No clothing or fabric shall be hung, dried, or aired in such a way as to be visible from the exterior of the Unit it in which it is hung, dried, or aired. Window air-conditioning units are not allowed. Windows shall be covered only by drapes, shades or shutters that are not loud or excessively bright in color, and shall not be painted or covered by foil, cardboard, sheets or similar materials.

7.5.3 Owners shall not use or suffer or permit any Person or Persons to use any Condominium or any part thereof for any use or purpose in violation of Applicable Law.

7.5.4 Owners shall not use or suffer or permit any Person or Persons to use any Condominium or any portion thereof, for any use or purpose in violation of any of the terms and conditions of this Declaration or other Condominium Documents.

7.5.5 Except as allowed by Association Rules or by prior written approval of the Board, Owners shall not display or sell merchandise or allow carts, portable signs, devices or any other objects to be stored or to remain outside the defined exterior walls and permanent doorways of the Units. Owners further agree not to install any exterior lighting, shades or awnings, amplifiers or similar devices for use in or about the Building which may be heard or seen outside the Unit, such as flyers, flashing lights, searchlights, loudspeakers, phonographs or radio

broadcasts, or make any changes to the facade of the Building or operate any customer service windows without Board's prior written consent. Owners shall not conduct or permit to be conducted any sale by auction in, upon or from the Units, whether said auction be voluntary, involuntary, pursuant to any assignment for the payment of creditors or pursuant to any bankruptcy or other solvency proceeding.

7.5.6 Owners shall not do or permit anything to be done in or about any Unit or in the Common area, nor bring or keep anything therein, which will in any way result in the cancellation of or increase in 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 Board or which would be in violation of Applicable Law. Any Owner taking or permitting any such action, which has been approved by the Board and results in an increased rate of insurance on the Project or any part thereof, shall be solely responsible for the payment of the resulting difference in such increased premium.

7.5.7 Owners shall not do or permit anything to be done in or about the Unit or Common Area which will in any way obstruct or interfere with the rights of other Owners or Occupants in the Building, create undue noise and disruption, or injure or annoy them or use or allow the Unit to be used for an unlawful or objectionable purpose, nor shall Owner cause, maintain or permit any nuisance in, on, or about the Building.

7.5.8 Owners shall not use or suffer or permit any Person or Persons to use the Units or any part thereof for any adult bookstore, adult movie theater, boarding house, or any other activity expressly prohibited by the Board.

No Hazardous Activities. No activities shall be conducted at the Project which are or might be unsafe or hazardous to any Person or property, as reasonably determined by the Board. Such prohibition includes, without limitation, the discharge of firearms and participation in archery activities, and the use of any outdoor wood burning devices.

Over the Air Reception Devices. All Owners who desire to use any device or antenna to receive over the air transmissions shall be required to use one Grantor or the Association may install one common antenna or other device to receive over the air transmissions, which antenna or device shall be located on the Project in a location designated and approved by the Grantor or the Board (a "Common Antenna"). In event a Common Antenna is installed, all Owners who desire to use any antenna or device to receive over the air transmissions shall be required to use the Common Antenna, subject to reasonable restrictions related thereto established by the Board. Notwithstanding the foregoing, no portion of this restriction shall apply to the extent that it conflicts with any Applicable Law governing such antenna or devices. Those Owners using the Common Antenna shall share the costs and expenses associated therewith in the manner reasonably determined by the Board.

In the event a Common Antenna has not been installed, Owners shall be permitted to install small satellite dishes or other devices within the service well on the roof of the Building for cable services using the electrical conduit system located in the core of the Building, subject to the prior written approval of the Board. In the event that a satellite dish or other device is approved by the

Board, it (and any related equipment) must be installed and/or screened in the manner approved by the Board.

Energy Devices, Outside. No energy production devices or generators of any kind (including without limitation solar energy devices and windmills), shall be constructed or maintained on or in any portion of the Common Area without the prior written approval of the Board. In the event that the addition or use of such a device is approved by the Board, it (and any related equipment) must be installed and/or screened in the manner approved by the Board.

Signs. No more than one (1) sign will be allowed to be displayed on or within a Unit or the Deck appurtenant thereto at the same time to advertise the Lot for sale or to advertise the Lot during the course of construction, and all such signs shall be removed within fifteen (15) days after occupancy. Directional and open house signs may be used during open house time period only. No sign of any kind will be displayed to the public view more than six (6) square feet in size. Except as set forth above, no signs of any kind, including, without limitation, decorations, banners, holiday signs, or political or commercial signs, shall be displayed on or from any portion of the Project except as approved by the Board in its reasonable direction. Notwithstanding the foregoing, no portion of this restriction shall apply to the extent that it conflicts with any Applicable Law governing signs.

Window Treatments. No window or glass tinting or coverings shall be permitted, including any appliqués, decals, or other materials, that would be visible from the exterior of any Unit, or that would otherwise in any manner change the exterior appearance of any glass or window in terms of color, reflectivity, tint, or appearance, except as otherwise may be permitted by the Board. In the event replacement of any glass pane constituting Common Area shall become necessary, such glass shall be replaced by the Association; provided, however, an Owner may be required to pay for such replacement pursuant to Section 9.5. This paragraph shall be interpreted in such manner as to favor and facilitate a uniform appearance of the Project from the exterior thereof. Subject to the Association Rules, acceptable window coverings are vertical blinds, mini-blinds, draperies, curtains, shutters and other such items. Items including, but not limited to aluminum foil, newspaper, sheets, cardboard, reflective tint, paint, etc. are not permitted to be used as window covering.

Water Beds. No water beds shall be permitted in any Unit. Each Owner acknowledges that substantial damage to other Units and/or Common Areas may occur as a result of a violation of this restriction.

Appliances. No appliances shall be installed or maintained in a Unit that are inconsistent in terms of energy source or energy usage from those utility lines and hookups initially installed or made available by Grantor with respect to a Unit. By way of illustration, but not of limitation, if and to the extent that the Unit was originally equipped with a gas utility hookup for clothes dryers, stoves, ovens, or other appliances, no modifications shall be permitted for the installation of electricity powered clothes dryers, stoves, ovens or other appliances, unless electricity powered clothes dryers, stoves, ovens or other appliances were originally available for use and operation in the Unit and can be installed with minimal disruption to Common Areas. Likewise, if the Unit was originally equipped and/or designed for any electrical appliances, no modifications shall be permitted for the installation of gas-powered appliances, unless gas powered appliances were

originally available for use and operation in the Unit and can be installed with minimal disruption to Common Areas. The Board reserves the right to designate specific Association Rules pertaining to the minimum design and performance characteristics of appliances to be installed in the Units. All installation and use of any appliances shall comply with and not violate the terms of any warranty guidelines or manufacturers' guidelines or recommendations.

Construction and Structural Alterations. An Owner may make improvements or alterations to the interior of the Owner's Unit and the Limited Common Area appurtenant to such Unit, provided that such improvements or alterations: (a) do not impair the structural integrity, mechanical systems or Common Area of the Project; (b) are not to walls, doors, windows, or other portions of the Project that are visible from the outside of the Unit; and (c) do not otherwise penetrate any Common Area. To the extent an Owner desires to make an improvement or alteration in violation of any portion of the foregoing, such Owner shall first obtain the prior written consent of the Board, which consent shall not be unreasonably withheld or delayed. All improvements and alterations constructed pursuant to the terms of this Section 7.13 shall comply with all Applicable Laws.

Sewer System Restrictions. No Owner or other Person shall deposit any glass, metal, seafood shells, diapers, clothing, rags, plastic, sanitary napkins, tampons, flammable material, oil, gas, grease, chemicals or other objects or materials other than natural human waste and generally accepted household cleaners into the sewer system either directly or through any Owner's waste disposal unit(s). The cost of any and all damage sustained by the sewer system caused by an Owner's deposit in the sewer system of any of the items listed above shall be the sole responsibility of said Owner.

Deck Restrictions. Decks shall not be used for storage purposes, including for the storage of pets, pet equipment, bicycles, boxes, storage sheds, and so forth, except that patio furniture shall be permitted on Deck in accordance with this Section. Any item to be stored shall be stored and maintained either wholly within the interior of the Owner's Unit, Storage Area, in such other designated by the Board, if any. Any plants or similar items kept on a Deck shall be in accordance with the approved plant list or otherwise subject to approval by the Board, shall be watered and maintained in good condition, and dead plants, leaves, and other items shall be promptly removed and discarded. No over-watering of any plants located on a Deck (i.e., of such a nature to cause water run-off) shall be permitted. Patio furniture as approved by the Board or that otherwise complies with the Association Rules shall be permitted on the Decks. Decks shall be kept in a clean and orderly fashion. Owners shall not hang any items from the Decks or the railings thereon, and Owners shall not place any temporary lighting, whether electric, battery-operated, solar, or otherwise, on such Owner's Deck. No shelving, storage devices or apparatuses, or other improvements or alterations shall be permanently affixed to any Deck, except upon the prior written approval of the Board.

Garage Restrictions. Garages shall be used only for the storage of operable vehicles that fit therein when the Garage door is closed, and for the storage of non-combustible and otherwise non-hazardous material that fit therein when the Garage door is closed.

Parking Space Restrictions. Parking Spaces shall be used only for the storage of operable vehicles and bicycles that fit therein. The Owner to Condominium to which each Parking Space

is appurtenant is responsible for maintaining the ground surface of the Parking Space in safe and good operating condition and repair, including without limitation performing snow and ice treatment.

Storage Area Restrictions. The Storage Area shall be used only for the storage non-combustible and otherwise non-hazardous material that fit therein when the door to the Storage Area is closed. Doors to the Storage Area shall remain closed at all times except when depositing or retrieving items therefrom.

No Smoking. The Project is hereby designated as “smoke free,” and no smoking of any kind is allowed at the Project. Notwithstanding the foregoing, the Board may from time to time designate certain outdoor areas of the Project as “Permitted Smoking Areas,” in which event smoking shall be allowed only in such designated areas. Neither Grantor nor the Association guarantees a smoke free environment at the Project or any portion thereof.

Animals/Pets. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on or in any portion of the Project except that Household Pets (defined below) may be kept for an Owner’s personal use provided that: (a) such Household Pets are not bred or maintained for any commercial purpose; (b) no more than two (2) of any combination of Household Pets may be kept in a Unit; and (c) all such Household Pets shall be properly restrained and controlled at any time they are within the Project. “**Household Pets**” means indoor domesticated dogs and indoor domesticated cats. Any Household Pet which, in the reasonable opinion of the Board, is vicious or excessively noisy, or which damages or destroys property shall be deemed a nuisance and shall be removed from the Project upon the written request of the Board. An “excessively noisy” Household Pet is any Household Pet that habitually or frequently disturbs the sleep, peace, or quiet of any Occupant. Owners shall contact the local animal control agency regarding noisy Household Pets prior to complaining to the Board about such animals. Any costs associated with responding to complaints relating to animals (including without limitation Household Pets), livestock, or poultry at the Project may be levied as a Limited Assessment against the Owner of the Unit in which such animals, livestock, or poultry are being kept. The Owner of the Unit where a Household Pet is kept, as well as the legal owner of the Household Pet (if not such Owner), shall be jointly and severally liable for any and all damage and destruction caused by the Household Pet, and for any clean-up of any portion of the Project necessitated by such Household Pet.

Assistance Animals. Notwithstanding anything to the contrary contained in Section 7.19 hereof, assistance animals are welcome in the Project in accordance with the Fair Housing Act (42 U.S.C. § 3601 *et seq.*, as amended) and the implementing regulations promulgated thereunder. An assistance animal shall be as defined in the Fair Housing Act, which is currently any animal needed by a disabled individual to have an equal opportunity to use and enjoy a dwelling. Examples of assistance animals are guide animals, animals that alert people who are deaf, animals that pull a wheelchair, animals that alert and protect a guest who is having a seizure, animals that remind an individual with mental illness to take prescribed medications, animals that calm an individual with Post Traumatic Stress Disorder (PTSD) during an anxiety attack and animals that provide comfort or emotional support. Assistance animals in training are to be treated as assistance animals, even if the handler is not disabled. An assistance animal need not be licensed or certified by any government. Individuals with assistance animals shall not be treated less favorably than other Occupants or charged fees that are not charged to other Occupants without animals. The

Association shall have the right, to the extent permitted under the Fair Housing Act, to prohibit or restrict any assistance animal that: (a) is out of control and the handler does not take effective action to control it; or (b) the animal's behavior poses a threat to the health or safety of others. The Owner of the Unit where an assistance animal is kept, as well as the legal owner of the assistance animal (if not such Owner), shall be jointly and severally liable for any and all damage and destruction caused by the assistance animal, and for any clean-up of any portion of the Project necessitated by such assistance animal.

Right to Enjoy and Use Units. Each Owner shall be entitled to use and enjoy the Owner's Unit for its intended purpose and nothing herein is intended to impose or grant the authority to impose any restrictions, limitations or prohibitions which would deprive an Owner of the reasonable use and enjoyment of the Owner's Unit. Notwithstanding the foregoing, no Owner shall be entitled to use the Owner's Unit for any uses not allowed under the Ketchum Municipal Code or otherwise limited by this Declaration or any other Condominium Documents.

SECTION 8 THE BITTERROOT OWNERS ASSOCIATION

Creation and Designation of Association. Grantor has incorporated the Association as a nonprofit corporation under the laws of the State of Idaho, and Grantor hereby designates the Association as the "management body" of the Project in accordance with the Condominium Act. The Association is charged with the duties and vested with the powers prescribed by law and set forth in its Articles, Bylaws, this Declaration (as it relates to the Association's management of the Project), and the other Condominium Documents, as each may be amended and/or supplemented from time to time according to their respective terms. Neither the Articles nor the Bylaws shall, for any reason, be amended or otherwise changed or interpreted so as to conflict with this Declaration.

Membership and Voting. "Member" means each Person holding a membership in the Association, including Grantor. Every Owner of a Condominium is a Member of the Association and has one (1) membership for each Condominium in the Project owned by such Owner. If the Owner of the a Condominium shall be more than one (1) Person, all such Persons shall have a membership in the Association and be deemed Members, but the voting rights in the Association attributable to that Condominium may not be split and shall be exercised by one (1) representative selected by such Persons as they, among themselves, may determine. In the event such Persons are unable to agree among themselves on any matter put to a vote as to how the vote shall be cast, such Persons shall not be entitled to vote on the matter in question. If only one such Person casts a vote, it will thereafter be conclusively presumed for all purposes that such Person was acting with the authority and consent of all other co-Owners of such Condominium. To this end, only one (1) vote is allocated to each Condominium, regardless of the number of Persons that hold an ownership interest in such Condominium. Memberships in the Association shall be appurtenant to the Unit owned by such Owner. The memberships in the Association shall not be transferred, pledged, assigned or alienated in any way except upon the transfer of Owner's title to a Unit and then only to the transferee of such title. Any attempt to make a prohibited membership transfer shall be void and will not be reflected on the books of the Association. The Association shall have two (2) classes of membership as follows:

8.2.1 Class A Members. “**Class A Members**” shall be the Owners of the Units, with the exception of the Grantor for so long as the Class B Member exists. Upon the Class B Member Termination Date (defined below), at all meetings of the Association each Member will be entitled to one (1) vote for each Unit owned by such Member. Prior to the Class B Termination Date, Class A Members are not entitled to vote.

8.2.2 Class B Member. The “**Class B Member**” is Grantor, who shall be the sole voting Member of the Association entitled to vote the collective voting power of the Association from the period commencing on the Effective Date and expiring on the Class B Member Termination Date (the “**Initial Development Period**”). The Class B Member shall cease to exist upon the earlier to occur of the following: (a) Grantor no longer owns any Units within the Project; or (b) Grantor informs the Board, in a writing recorded in the real property records of Blaine County, Idaho, that Grantor no longer wishes to exercise its rights as the Class B Member (as applicable, the “**Class B Member Termination Date**”).

Member Meetings. The Association shall hold an annual meeting of the members and periodic special meetings of the members as set forth in the Condominium Documents. Subject to Sections 8.2.1 and 8.2.2, each Member shall be entitled to one (1) vote as a Member in the Association for each Unit owned by such Member.

Proxies. A membership in the Association shall be appurtenant to and inseparable from the Condominium owned by such Member. A membership in the Association shall not be assigned, transferred, pledged, or alienated in any way except: (a) that an Owner may give a proxy pursuant to the Bylaws; and (b) upon the transfer of title to the Condominium and then only to the transferee of title to said Condominium. Any attempt to make a prohibited transfer of a membership shall be void and shall not be reflected on the books of the Association. 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 or to any Person that has assumed by contract, or otherwise, liability for paying Assessments of any Owner.

Board of Directors. The business and affairs of the Association are managed by the Board. The Board will consist of not less than three (3) directors and no more than five (5) directors. Directors need not be Owners. During the Initial Development Period, Grantor has the exclusive right to appoint, remove, and replace directors at any time and from time-to-time in Grantor’s sole discretion, and to otherwise fill vacancies on the Board as they arise. After the Initial Development Period, the Owners have the right to elect and remove directors as provided in the Bylaws. After the Initial Development Period, any vacancy on the Board shall be filled by a plurality of the votes cast by the remaining Directors through a special election at any meeting of the Board.

Delegation of Authority. The Board may at any time and from time-to-time delegate all or any portion of its powers and duties to committees, officers, employees, or to any Person to act as manager, including the Management Company.

Powers of the Association. The Association shall have all the powers of a nonprofit corporation incorporated under the laws of the State of Idaho and all of the powers and duties set forth in the Condominium Documents, including the power to perform any and all acts which may

be necessary to, proper for, or incidental to the foregoing powers. The powers of the Association include, by way of illustration and not limitation:

8.7.1 Assessments. The power and authority to levy Assessments on the Owners of Condominiums and to enforce payment of such Assessments, including the power and authority to establish and fund via Assessments such operating and capital reserves as the Board deems necessary or prudent.

8.7.2 Right of Enforcement. The power and authority at any time and from time-to-time, on its own behalf or on behalf of any consenting Owners, to take any action, including any legal action, to prevent, restrain, enjoin, enforce, or remedy any breach or threatened breach of the Condominium Documents. The power of enforcement includes:

8.7.2.1 The right to remove, alter, rebuild, or restore any improvements constructed, reconstructed, refinished, added, altered, or maintained in violation of the Condominium Documents. If such improvements are located in a Unit, the Board must first provide the Owner thereof with a notice specifying the default and a reasonable period (no less than ten (10) days and not to exceed thirty (30) days) to cure, and the Owner of the improvements must immediately reimburse the Association for all expenses incurred with such removal.

8.7.2.2 The right to enforce the obligations of the Owners to pay each and every Assessment or charge provided for in the Condominium Documents.

8.7.2.3 The right to perform any duty or obligation of an Owner under the Condominium Documents if such duty or obligation is not timely performed by such Owner. In such event, the defaulting Owner must immediately reimburse the Association for all costs reasonably incurred by the Association in performing such duty or obligation. Except in the event of an emergency, the Association must provide the defaulting Owner with a notice specifying the default and a reasonable period (no less than ten (10) days and not to exceed thirty (30) days) to cure prior to exercising its power and authority hereunder.

8.7.2.4 The right to authorize variances from the requirements of this Declaration when required by applicable law (such as the Fair Housing Act) or when needed to prevent the requirements would impose an undue hardship on an Owner that would be inequitable for such Owner to bear. The granting of a variance does not waive any element of the Declaration for any purpose except as to the particular Condominium and the particular provision covered by the variance. Approval of a variance does not affect the Owner's obligation to comply with the other elements of this Declaration or Applicable Law.

8.7.3 Association Rules. The power and authority to adopt, amend, and repeal the Association Rules as the Board deems reasonable and appropriate to govern the Project, including rules and regulations regarding: (a) the use of the Common Area; (b) imposition of fines for violations of the Condominium Documents (subject to applicable law, such as Idaho Code § 55-115); and (c) procedures in the conduct of business and affairs of the Association. Except when inconsistent with this Declaration, the Association Rules have the same force and effect as if they were set forth in and were made a part of this Declaration. A copy of the Association Rules as

they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner.

8.7.4 Emergency Powers. The power and authority to enter upon any Unit as necessary in connection with any maintenance or construction for which it is responsible, or when necessitated by violation of the Declaration or other Condominium Documents, or in the event of any emergency involving potential danger to life or property and the power to take corrective action. Such entry shall be made with as little inconvenience to the Owners as practicable and any damage caused thereby shall be repaired by the Association, except as otherwise provided herein. Owners acknowledge that the Ketchum Fire Department and the Association shall have a master key to all locks in the Project. Owners further agree to notify the Board and employ a locksmith approved by the Board before any locks may be changed to preserve the system.

8.7.5 Common Area. The power and authority to manage, operate, maintain, repair, and replace the Common Area for the benefit of the Project and the Owners, and the power and authority to construct, install, maintain, repair, replace, and operate any improvements in the Common Area, any public right-of-way serving the Project or any other location deemed by the Board to benefit the Project, including any fences, signs or other improvements at Project entrances or otherwise in the vicinity of the Project, and any berms, retaining walls, fences, and other amenities within or abutting any Common Area.

8.7.6 Licenses, Easements and Rights-of-Way. The power to grant and convey to any third party such licenses, easements and rights-of-way in, on or under the Common Area as may be necessary or appropriate for the orderly maintenance, preservation and enjoyment of the Project, and/or for the preservation of health, safety, convenience and welfare of the Owners. The foregoing power includes, without limitation, the power to grant and convey to such third parties licenses, easements, and rights-of-way for the purpose of constructing, erecting, operating, or maintaining any of the following:

8.7.6.1 Lines, cables, wires, conduits, or other devices for the transmission of electricity, heating, power, telephone, television and data, other utility services and, meters and other facilities associated with the foregoing;

8.7.6.2 Sewers, storm drains, water drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes; and

8.7.6.3 Cross parking easements, sidewalk abutments, drive lanes, parking areas, curb cuts, landscaping abutting common areas, public and private streets or land conveyed for any public or quasi-public purpose.

8.7.7 Property for Common Use. The power and authority to acquire and hold for the use and benefit of all of the Owners, or for the benefit of only those Owners within a particular Condominium, tangible and intangible personal property and real 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 interest in the Common Area.

8.7.8 Amenity Agreements. The power and authority to enter into any lease, license, use, or other agreement as the Board deems proper or convenient to secure the use of off-site amenities or facilities for the benefit of the Project. Without limiting the generality of the foregoing, and only by way of example, the Association may enter into such agreements with others for the use of any recreational amenities or facilities, including clubhouses and swimming pools, by the Owners on such terms as the Association deems reasonable or prudent.

8.7.9 Inspection. The power and authority to enter a Unit for the purpose of conducting regular maintenance inspections.

8.7.10 Taxes. The power and authority to pay all real and personal property taxes and assessments (if any) levied against the Common Area, the Association, and any other property owned by the Association. In addition, the Association must pay all taxes, including income, revenue, corporate, or other taxes (if any) levied against the Association.

8.7.11 Entitlement Obligations. The power and authority to fulfill any duties imposed by any governmental or other quasi-governmental agencies as part of the entitlements for the development of Project, including any requirements or obligations identified in such entitlements as the responsibility of community association or homeowners' association or management body, such as plat notes, development agreements, or conditions of approval.

8.7.12 Financing. The power and authority to enter into any agreements necessary or convenient to allow Owners to take full advantage of, or secure the full availability of, any financing programs offered or supported by the Federal National Mortgage Association (FNMA), the Government National Mortgage Association (GNMA), the Federal Housing Administration (FHA), the Veterans Administration (VA), the Federal Home Loan Mortgage Corporation (FHLMC) or any similar entity.

8.7.13 Estoppel Certificates. The power and authority to execute a written statement stating: (a) whether or not, to the knowledge of the Association, a particular Owner or Owner's Condominium is in default of this Declaration or other Condominium Documents; (b) the dates to which any Assessments have been paid by a particular Owner; and (c) such other matters as the Board deems reasonable. Any such certificate may be relied upon by a bona-fide prospective purchaser or Mortgagee of such Owner's Condominium, but only to the extent such prospective purchaser or Mortgagee has no knowledge to the contrary. The Association may charge a reasonable fee for such statements.

8.7.14 Improvements in Public Right-of-Way. The power and authority to enter into license and easement agreements with the City of Ketchum (or assume the duties and obligations under any such license agreement entered into by Grantor) to install, maintain, improve, irrigate, trim, repair, and replace improvements and landscaping in the public rights-of-way (including sidewalk easements and planter strips).

8.7.15 Implied Rights. Notwithstanding the foregoing, the Association may exercise any other right or privilege given to it expressly by this Declaration or by Applicable Law, and every other right or privilege reasonable 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. Such rights shall include without limitation the right to acquire water meters for each Unit.

8.7.16 Use of Association Powers. Notwithstanding the foregoing, the Association shall not take any action that would impair an Owner's right to enjoy and use his/her Unit as set forth herein, in particular Section 7.21.

8.7.17 Power to Levy Fines. The power to impose reasonable monetary fines which shall constitute a lien upon the Unit owned or occupied by the Owner, Lessee, or other Person determined by the Board to be in violation of the Condominium Documents (individually, a "**Violation**"). Provided, however, the Association shall not impose a fine on an Owner for a Violation unless: (a) the Board votes to impose the fine at any regular or special meeting of the Board or the Association (individually, a "**Levy Meeting**"); (b) such Owner is provided at least thirty (30) days advance written notice of the Levy Meeting by personal service or certified mail at the last known address of such Owner as shown in the records of the Association; and (c) such Owner is given a reasonable opportunity to respond to the Violation during the Levy Meeting. Provided further, the Association shall not impose a fine on an Owner if such Owner, prior to the Levy Meeting, begins resolving the Violation and continues to address the Violation in good faith until the Violation is fully resolved (the "**Remedial Period**"). For purposes of this Section, the phrase "address the violation in good faith until the Violation is fully resolved" means the Owner must resolve the Violation within thirty (30) calendar days of the Notice; provided, however, if the nature of the Violation is such that more than thirty (30) calendar days are required for its resolution, then the Owner must diligently prosecute the same to completion within sixty (60) calendar days. All such fines shall be deemed to be a part of the Assessments to which the Owner's Unit is subject under this Declaration. In all events, no portion of such fines may be used to increase the compensation to the Board or agent thereof.

Duties of the Association. In addition to the power delegated to it by the Condominium Documents, the Association or its agents shall have the obligation to conduct all business affairs of the Association and to perform, without limitation, each of the following duties:

8.8.1 Operation and Maintenance of Common Area. Operate, maintain and otherwise manage or provide for the operation, maintenance and management of the Common Area and all improvements thereon, including parking areas, drive lanes, landscaping, common seepage beds and the exterior of the Building, including the repair and replacement of property damaged or destroyed by casualty loss and all other property acquired by the Association, and shall maintain the same in a good, clean, attractive and sanitary condition, order and repair.

8.8.2 Taxes and Assessments. Pay all real and personal property taxes and assessments separately levied against the Common Area, the Association, or property owned by the Association and all such taxes shall be paid or a bond insuring payment posted prior to the sale or the disposition of any property to satisfy the payment of such taxes. In addition, the Association shall pay all other taxes, federal, state or local, including income or corporate taxes levied against the Association in the event that the Association is denied the status of a tax exempt corporation.

8.8.3 Water and Other Utilities. Acquire, provide and/or pay for water, storm drainage system maintenance, sewer services, electric services, garbage, disposal, refuse and

rubbish collection and other necessary services for the Common Area and Units, except to the extent separately billed or separately metered, as may be determined by the Board from time to time in its discretion.

8.8.4 Insurance. Obtain, from reputable insurance companies authorized to do business in the State of Idaho and maintain in effect the policies of insurance described in Section 13 hereof.

8.8.5 Maintenance of Exteriors and Improvements. Maintain and repair the exterior surfaces of the Building and improvements in the Project. The exterior maintenance shall include: painting, staining, repairing, restaining, replacing and caring for all exterior surfaces including roofs and exterior portions of doors as necessary to maintain them in good condition.

8.8.6 Inspection and Maintenance Guidelines. The Board shall adopt inspection and maintenance guidelines for the periodic inspection and maintenance of the Common Area, including, without limitation, the sewer system and drainage facilities. The Board periodically, and at least once every two (2) years, shall review and update the inspection and maintenance guidelines. The Board shall take all appropriate steps to implement and comply with the inspection and maintenance guidelines, and shall keep records of such implementation and compliance.

8.8.7 Drainage Facilities. Operate and maintain the storm drainage area, as depicted on the Plat. Notwithstanding anything to the contrary, no buildings or other similar improvements shall be constructed within the storm drainage area that would materially interfere with the Property's drainage system.

8.8.8 Maintenance of Records and Right of Inspection. The Association shall keep such records of its business and affairs as is customary for community or homeowner associations, including a membership register, accounting records, financial statements, operating budgets, balance sheets, and minutes of meetings of the Board and committees. Such records shall be available at the Association's regular offices for inspection and copying by any Owner at such Owner's expense. The Board may establish reasonable rules with respect to: (a) notice to be given to the custodians of the records by persons desiring to make the inspection; (b) hours and days of the week when such an inspection may be made; and (c) payment of the cost of reproducing copies of documents requested pursuant to this Section 8.8.8. The Association's obligations hereunder may be fulfilled by making the records available to an Owner electronically, including delivery by electronic mail or the posting of such records on a website.

Immunity and Indemnification. Each Owner understands and agrees that: (a) Grantor and its members, managers, agents, and employees, and (b) the Association its directors, officers, agents, employees, and committee members (each individually a "**Released Party**") shall be immune from personal liability to such Owner, and such Owner hereby knowingly and voluntarily waives and releases each Released Party, for such Released Party's actions or failure to act with respect to the Condominium Documents to the extent that such acts or failures to act do not constitute willful misconduct on the part of such Released Party. The Association shall indemnify, defend, and hold each Released Party harmless from any action, expense, loss or damage caused by or resulting from such Released Party's actions or failure to act with respect to the

Condominium Documents; provided, however, the Association shall not be obligated to indemnify, defend, and hold harmless any Released Party for their own gross negligence or willful misconduct.

Waiver of Consequential Damages. Neither the Grantor nor the Association shall be liable to any Owner for, and each Owner releases the Grantor and the Association from, any form of indirect, special, punitive, exemplary, incidental, consequential, or similar costs, expenses, damages, or losses.

SECTION 9 ASSESSMENTS

Covenant to Pay Assessments. By acceptance of a deed to any Condominium, each Owner covenants and agrees to pay when due (without deduction, setoff, abatement of counterclaim of any kind whatsoever) all Assessments or charges made against such Owner or such Owner's Condominium pursuant to the Condominium Documents. Assessments against a Condominium shall be a continuing lien on such Condominium until paid, whether or not ownership of such Condominium is transferred. Assessments against a Condominium are also the personal obligation of the Owner of the Condominium when the Assessment becomes due and payable. Such personal obligation shall remain with such Owner regardless of whether such Owner remains the owner of the Condominium. Delinquent Assessments related to a Condominium shall not pass to such Owner's successors in title unless expressly assumed by them. Such Assessments and charges, together with interest, costs and reasonable attorneys' fees, which may be incurred in collecting the same, shall be a charge on the Condominium and shall be a continuing lien upon the Condominium against which each such Assessment or charge is made. The due date, manner and method of payment shall be as set forth in this Declaration or as established by the Board from time to time.

Rate of Assessment. Except as otherwise provided herein, all Owners shall be responsible for Regular Assessments and Special Assessments levied by the Association in proportion to their percentage ownership interest in the Common Area, as set forth on Exhibit D. Owners shall be responsible for Limited Assessments levied by the Association, as set forth in Section 9.5.

Regular Assessments.

9.3.1 **Purpose of Regular Assessments.** The proceeds from Regular Assessments are to be used to pay for all costs and expenses incurred by the Association, including attorneys' fees and other professional fees, for the conduct of its affairs as provided in this Declaration (including without limitation Section 8 hereof) and other Condominium Documents, including without limitation the costs and expenses of construction, improvement, protection, maintenance, repair, management and operation of the Common Area and furnishing utility services, including water, sewer, gas, geothermal systems, trash and electricity and other common services to the Common Area, and each Condominium (if not separately metered), insurance, and any deficit remaining from previous periods (collectively the "**Expenses**"). "Expenses" shall also include and an amount to fund adequate reserves for repairs, replacement, maintenance, and improvement of those elements of the Common Area, or other property of the Association that must be replaced and maintained on a regular basis, and for extraordinary operating expenses, contingent risks or liabilities (such as indemnification and defense expenses), capital repairs,

capital replacements, and any other expenses for which the Board, in its reasonable opinion, deems prudent to fund a reserve. If not already separately metered, the Board reserves the right to separately meter utility services provided to each Condominium, and in such event the Owner of the Condominium shall be fully responsible for the costs of providing utilities for the Owner's individual use.

9.3.2 Computation of Allocation for Regular Assessments. Unless otherwise determined by the Board, the Association shall compute and forecast the amount of its Expenses and Regular Assessments on an annual basis. The computation of Regular Assessments shall take place not less than thirty (30) nor more than sixty (60) days before the beginning of each fiscal year of the Association, unless a change in the Members or other circumstance makes it impracticable to compute the Regular Assessments in that timeframe. In such event, the Owners shall be immediately notified upon completion of such computation. Notwithstanding the foregoing, the computation of Regular Assessments shall be completed in good faith and shall be valid upon completion. The computation of the Regular Assessments for the period from the recordation of this Declaration until the beginning of the next fiscal year shall be reduced by an amount which fairly reflects the fact that such period was less than one year. The Board shall have the exclusive right to approve any Assessment under this Section 9.

Except as provided herein, Regular Assessments shall be levied by the Association against Condominiums in proportion to their percentage ownerships in the Common Area as set forth on Exhibit D. Certain Expenses which exist only for the benefit of or only to serve a single Condominium or group of Condominiums (but not all Condominiums) shall only be levied against the Owners thereof in proportion to their percentage ownerships, as among each other, as set forth on Exhibit D.

Special Assessments. In the event that the Board shall determine that the Regular Assessment for a given calendar year is or will be inadequate to meet the Expenses of the Association for any reason, including, without limitation, costs of construction, reconstruction, unexpected repairs or replacement of improvements upon the Common Area, attorneys' fees and/or litigation costs, other professional fees, or for any other reason, the Board shall determine the approximate amount necessary to defray such Expenses and levy a Special Assessment for such amount. The Board shall, in its discretion, determine the schedule under which such Special Assessment will be paid. If such Special Assessment shall affect more than one Condominium or group of Condominiums (but not all Condominiums), the Owners of the affected Condominiums shall pay those costs associated solely with their Condominiums in proportion to their percentage ownerships, as among each other, as set forth on Exhibit D, while all Owners shall share such costs associated with the Common Area in proportion to their ownership interests set forth on Exhibit D.

Limited Assessments. Notwithstanding the above provisions with respect to Regular Assessments and Special Assessments, the Association may levy a Limited Assessment against an Owner: (a) for any fines (in accordance with Section 8.7.17 hereof), fees or charges levied against the Owner under the Condominium Documents; (b) to reimburse the Association for any costs incurred to bring the Owner's Condominium or any improvements therein into compliance with the Condominium Documents; (c) to reimburse the Association for any damages caused by an Owner or such Owner's Tenants, Occupants, invitees, or licensees to any Common Area or improvements or other property owned or maintained by the Association; and (d) for the cost of

providing any goods or services under the Condominium Documents that benefit such Owner or Owner's Condominium, but less than all Owners or all Owners' Condominiums. If such Limited Assessment shall affect more than one Condominium, but not all Condominiums, the Owners of the effected Condominiums shall pay those costs associated solely with their Condominiums in proportion to their percentage ownership, as among each other, while all Owners shall share such costs associated with the Common Area in proportion to their percentage ownership interest set forth on Exhibit D, as applicable.

Notice and Assessment Due Date. Unless the Board establishes a different schedule for the payment of Regular Assessments, monthly installments of the Regular Assessments shall be paid on or before the 1st of each month. The Board shall, in its reasonable discretion, determine the schedule under which Assessments (other than Regular Assessments) will be paid. If not paid within five (5) days after the due date, a one-time late charge equal to ten percent (10%) of the Regular Assessment shall be charged to the Owner. Each Assessment, other than a Regular Assessment, shall become delinquent if not paid within ten (10) days after the date of notice thereof to the Owner. If all or any part of an Assessment is not paid within five (5) days after its due date, then: (a) the delinquent Owner shall pay to the Association a late payment charge equal to 5% of the delinquent amount; and (ii) interest shall accrue on the delinquent amount at the rate of twelve percent (12%) per annum until paid in full. In the event an Owner's payment is returned for any reason, such Owner shall pay to the Association an administrative fee in an amount set by the Board and thereafter the Association shall have the right to require future Assessments due from such Owner to be paid in the form of a cashier's check, certified check, or other form of immediately collectible funds acceptable to the Association in the Board's discretion.

SECTION 10 ENFORCEMENT OF ASSESSMENTS; LIENS

Right to Enforce. The Association has the right to collect and enforce its Assessments, including any late charges and/or interest accrued thereon pursuant to the provisions hereof. Each Owner shall be deemed to covenant and agree to pay each and every Assessment provided for in this Declaration, including any late charges and/or interest accrued thereon, and agrees to the enforcement of all Assessments in the manner herein specified. In the event an attorney or attorneys are employed for the collection of any Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each Owner agrees to pay (and agrees that the lien may include) reasonable attorneys' fees and costs, including the costs and expenses for any lien releases, in addition to any other relief or remedy obtained against such Owner. The Board or its authorized representative may enforce the obligations of the Owners to pay such Assessments by commencement and maintenance of a suit at law or in equity, or the Board may exercise the power of foreclosure and sale pursuant to this Section to enforce the liens created pursuant to this Section. A suit to recover a money judgment for an unpaid Assessment shall be maintainable without foreclosing or waiving the lien hereinafter provided.

Assessment Liens. There is hereby created a claim of lien with power of sale on each and every Condominium to secure payment of any and all Assessments levied against such Condominium pursuant to this Declaration together with interest thereon at the maximum rate permitted by law and all costs of collection which may be paid or incurred by the Association making the Assessment in connection therewith, including reasonable attorneys' fees. All sums

assessed in accordance with the provisions of this Declaration shall constitute a lien on such respective Condominium upon recordation of claim of lien with the Blaine County Recorder, which claim of lien shall be the “notice of assessment” described in the Condominium Act. Each delinquency shall constitute a separate basis for a claim of lien, but any number of defaults may be included within a single claim of lien. Such claim of lien may be foreclosed in any manner permitted by Applicable Law. Upon payment of such lien in full, the Association shall prepare and record a release of such claim of lien.

Method of Foreclosure. To the extent permitted by law, such lien may be foreclosed by appropriate action in court or by sale by the Association, its attorney or other Person authorized to make the sale. Such sale shall be conducted in accordance with the provisions of the Idaho Code applicable to the exercise of powers of sale in deeds of trust or any other manner permitted by Applicable Law. The Board is hereby authorized to appoint its attorney, any officer or director of the Association, or any title company authorized to do business in Idaho as trustee for the purpose of conducting such power of sale or foreclosure.

Required Notice. No action may be brought to foreclose the claim of lien provided for herein, whether judicially, by power of sale, or otherwise, until the expiration of thirty (30) days after a copy of such notice of claim of lien has been deposited in the United States mail, certified or registered, postage prepaid, to the Owner described in such notice of assessment, and to the Person in possession of such Condominium(s).

Subordination. Upon recordation of a claim of lien for delinquent Assessments in accordance with Applicable Law, such lien shall be prior and superior to all other liens or claims created subsequent to the recordation of the claim of lien except for: (a) liens which, by law, would be superior thereto; and (b) the lien of a first priority Mortgage given and made in good faith and for value that is of record as an encumbrance against such Condominium prior to the recordation of a claim of lien for the Assessments. Except as expressly provided in this Section 10.5, the sale or transfer of any Condominium shall not affect the lien provided for herein, nor the creation thereof by the recordation of a claim of lien, on account of the Assessments becoming due whether before, on, or after the date of such sale or transfer, nor shall such sale or transfer diminish or defeat the personal obligation of any Owner for delinquent Assessments as provided for in this Declaration.

Grantor Exemption. Grantor is exempt from Assessments as set forth in Section 18.4.

SECTION 11 RIGHTS TO COMMON AREAS

Use of Common Area. Every Owner shall have a nonexclusive right and easement to use the Common Area (exclusive of Limited Common Area) and an exclusive or semi-exclusive right to use Limited Common Area designated for exclusive or semi-exclusive use by the Owner, which shall be appurtenant to and shall pass with the title to every Condominium, subject to the following provisions:

11.1.1 **Assessments.** The rights of the Association to levy Assessments as provided herein and the payment by an Owner of all such Assessments;

11.1.2 Voting. The right of the Association to suspend the voting rights and rights to use of, or interest in Common Area by an Owner for any period during which any Assessments or charges against such Owner's Condominium remains unpaid;

11.1.3 Dedication or Transfer. The right of the Association to dedicate or transfer all or any part of Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No dedication or transfer shall be effective unless an instrument verifying is executed and recorded by the Association verifying that such dedication or transfer has been approved by: (a) the vote or written consent of Owners representing more than fifty percent (50%) of the total voting power in the Association, and (b) more than fifty percent (50%) of all Mortgagees; and

11.1.4 Association Rules. The right of the Association to establish and enforce such Association Rules as the Association deems proper regarding the Project and use of Common Area.

Delegation of Right to Use. Any Owner may delegate in accordance with the respective Condominium Documents, such Owner's reasonable right to the use and enjoyment of the Common Area to such Owner's Tenants, Occupants, invitees, or licensees.

Damages. To the extent permitted by law, each Owner shall be liable for expenses for corrective action necessitated by violation of the Declaration or Association Rules or for any damage to such Common Area which may be sustained by reason of such Owner's Tenants, Occupants, invitees, or licensees. In the case of joint ownership of a Condominium, the liability of such Owners shall be joint and several. The cost of corrective action shall be assessed as an Assessment against the Condominium and may be collected as provided herein for the collection of other Assessments.

SECTION 12 MECHANIC'S LIEN RIGHTS

No labor performed or services or materials furnished with the consent of or at the request of an Owner or such Owner's agent, 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 of any other Owner, unless such other Owner has expressly consented to or requested in writing the performance of such labor or furnishing of such materials or services. Such express written consent shall be deemed to have been given by the Owner of any Condominium in the case of emergency corrective action undertaken by the Association. Labor performed or services or materials furnished for the Property 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/her Condominium from a lien against two or more Condominiums or any part thereof by payment of sums secured by such lien which is attributable to such Owner's Condominium.

SECTION 13 INSURANCE

Types of Insurance. The Association shall obtain and keep in full force and effect at all times such bonds and insurance as may be required by Applicable Law and such further insurance as the Board deems necessary or prudent, including casualty insurance for any property or

improvements owned or maintained by the Association, public liability insurance related to the Association's operations and the use of the Common Area, directors and officers liability coverage, automobile insurance, worker's compensation insurance and fidelity bonds. Unless otherwise authorized by the Board, the Association shall procure at least the following insurance policies to the extent such policies are available on commercially reasonable terms:

13.1.1 Casualty Insurance. The Association shall obtain and maintain a "bare walls" insurance on the Building and other property owned by the Association in such amounts as shall provide for full replacement thereof, including, but not limited to, those costs associated with rebuilding, design, any required permits, legal fees, and any other fees associated with the replacement of the Building, in the event of damage or destruction from the casualty against which such insurance is obtained. Such insurance shall include fire and extended coverage, vandalism and mischief, and such other risks and hazards against which the Board deems 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 the Board, in its reasonable opinion, deems consistent with good business practice. The Association's policy of casualty insurance does not insure individual Units or the betterments or improvements made thereto (including without limitation cabinets, countertops, sinks, floor coverings, paint, attached fixtures, utility systems serving only the Unit, and the like) or the personal property or other contents thereof, all of which shall be insured by the Unit Owner pursuant to Section 13.4 hereof.

13.1.2 Commercial General Liability Insurance. The Association shall and maintain a policy of commercial general liability insurance covering the activities of the Association, its Board, employees, and agents and have a combined single limit of not less than \$2,000,000 per person and per occurrence and property damage liability insurance with a limit of not less than \$2,000,000 per accident or occurrence.

13.1.3 Workers Compensation and Employer's Liability Insurance. The Association shall cause the Management Company to purchase and maintain workers compensation and employer's liability insurance and all other similar insurance in respect to employees of the Association in the amounts and in the forms now or hereafter required by Applicable Law.

13.1.4 Directors' and Officers' Liability Insurance. Full coverage directors' and officers' liability insurance with a limit of at least Two Hundred Fifty Thousand Dollars (\$250,000) for the directors and officers of the Association. In addition, the Association shall cause the Management Company to purchase, in such amounts and in such form as the Board shall deem appropriate, coverage against liability on account of the Management Company's dishonesty of employees, officers and directors; destruction or disappearance of money or securities; and forgery.

13.1.5 Other. The Association may obtain insurance against such other risks, of a similar or dissimilar nature, including errors and omissions insurance for the actions of the Board, as it shall deem appropriate with respect to the Buildings, including any personal property of the Association located thereon.

Form. Casualty insurance on the Project shall be carried in a form or forms naming the Association as the insured as trustee for the Owners, which policy or policies shall specify the interest of each Owner (Owner's name, Unit number, and 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 priority Mortgagees of Owners which from time to time shall give notice to the Association of such 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 thirty (30) days' prior written notice is first given to each Owner and to each first priority Mortgagee requesting such notice. The Association shall furnish to each Owner and to Grantor 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.

The commercial general liability policy shall name Grantor, the Management Company, and the Association as the insured, with the Association 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 Building.

Insurance Proceeds. The Association shall receive the proceeds of any casualty insurance payments received under policies obtained and maintained pursuant to this Section and as provided in Section 14 hereof. In the event: (a) Owners representing eighty percent (80%) or more of the total voting power in the Association; and (b) more than fifty percent (50%) of all first priority Mortgagees elect not to rebuild the Project, the insurance proceeds shall be distributed to the Owners based on the ownership percentage of each Owner at the time of the casualty.

Owner's Own Insurance. Each Owner shall obtain and maintain at its own expense, insurance providing coverage in the event of damage or destruction to the Owner's Unit, regardless of the cause of such damage or destruction, and covering such other risks as Owner may deem appropriate. The foregoing insurance shall be in such amounts as shall provide for full replacement of the Owner's Unit, including all betterments and improvements made to thereto (including cabinets, countertops, sinks, floor coverings, paint, attached fixtures, and the utility systems serving only the Unit), and all personal property located therein and the contents thereof. Each Owner shall also obtain and maintain liability insurance covering all occurrences commonly insured against death, bodily injury, and property damage, with a per limit occurrence of not less than \$500,000.00 and an annual aggregate limit of not less than \$1,000,000.00, arising out of or in connection with the use, ownership, or maintenance of the Owner's Unit. All policies carried by each Owner pursuant to this Section 13.4 shall: (a) name the Association and the Grantor as additional insureds with rights to enforce; (b) be without contribution with respect to any insurance

maintained by the Association for the benefit of all Unit Owners; and (c) provide that the insurer waives any and all rights of subrogation as against the Association, the Grantor, each other Owner.

Mutual Waiver of Subrogation Rights. Whenever: (a) any loss, cost, damage, or expense resulting from fire, explosion, or any other casualty or occurrence is incurred by either by the Grantor, Association, or Owner, or anyone claiming by, though, or under the Grantor, Association, or Owner in connection with the Project; and (b) the Grantor, Association, or such Owner is then covered or required to be covered under this Declaration to be so insured in whole or in part by insurance with respect to such loss, costs, damage, or expense, then the party so insured (or so required) hereby releases the other parties from any liability said other parties may have on account of such loss, costs, damage, or expense to the extent of any amount recovered by reason of such insurance (or which could have been recovered had such insurance been carried as so required) and waives any right of subrogation which might otherwise exist in or accrue to any Person on account thereof, provided that such release of liability and waiver of the right of subrogation shall not be operative in any case where the effect thereof is to invalidate such insurance coverage. Grantor, the Association, and each Owner shall obtain and furnish evidence to the other Party of the waiver by its insurance carrier(s) of any right of subrogation.

SECTION 14 CASUALTY, DAMAGE OR DESTRUCTION

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

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 their Condominium upon the Condominium's damage or destruction as hereinafter provided. Acceptance by any grantee of a deed from the Grantor or from any Owner shall constitute such appointment.

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 an Owner which may be necessary or appropriate to exercise the powers herein granted. Repair and reconstruction of the improvements as used in succeeding Sections means restoring the Condominiums, including the site improvements, equipment and facilities therein, 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: (a) Owners representing eighty percent (80%) or more of the total voting power in the Association; and (b) more than fifty percent (50%) of all first priority Mortgagees agree not to rebuild in accordance with the provisions set forth hereinafter.

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 of the costs of repair or reconstruction of that part of the Project damaged or destroyed.

Repair or Reconstruction. As soon as practicable after receiving these estimates, the Association shall diligently pursue to completion the repair or construction 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 without the written consent of all affected Owners, and the location of the Units shall be substantially the same as prior to damage or destruction.

Funds for Reconstruction. The proceeds of any insurance collected 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 Section 9.4 hereof, may levy in advance a Special Assessment sufficient to provide funds to pay such estimated or actual costs of repair or reconstruction. Such Special Assessments shall be allocated and collected as provided in that Section. Further levies may be made in like manner if the amounts collected prove insufficient to complete the repair or reconstruction.

Disbursement of Funds for Repair or Reconstruction. The insurance proceeds held by the Association and the amounts received from the assessments provided in Section 14.6 constitute a fund for the payment of costs of repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for the 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 requiring repair and/or reconstruction of such Owner's Unit in proportion to the contributions by such Owner pursuant to the assessments by the Association under Section 14.6 of this Declaration.

Decision not to Rebuild. If eighty percent (80%) or more of the Owners and more than fifty percent (50%) of the first priority Mortgagees agree not to rebuild, the Project shall be sold. All insurance proceeds and all sale proceeds shall be apportioned among the Owners in the same proportions as their share of the Common Area as provided in Exhibit D; and such apportioned proceeds shall be paid into separate accounts, each such account representing one (1) 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 lienors in the order of priority of their Mortgages and other liens, and the balance remaining to each respective Owner.

SECTION 15 CONDEMNATION

Consequences of Condemnation. If at any time or times during the continuance of the condominium ownership regime 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 of this Section shall apply.

Proceeds. All compensation, damages, and other proceeds therefrom, the sum of which is hereinafter called the “**Condemnation Award**,” shall be payable to the Association.

Complete Taking. In the event that all of the Units are taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership regime pursuant hereto shall terminate. The Condemnation Award shall be apportioned among the Owners in the same proportions as their share of the Common Area as provided in Exhibit D, provided that if a standard different from the value of the Condominiums 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 principle 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 and pay such amounts as soon as practicable.

Partial Taking. In the event that less than all of the Units are taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership regime 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:

15.4.1 **Allocation to Common Area.** The total amount allocated to taking of or injury to the Common Area shall be apportioned among the Owners in the same proportions as their share of the Common Area as provided in Exhibit D;

15.4.2 **Allocation to Condominiums.** The total amount allocated to severance damages shall be apportioned to those Condominiums which were taken or condemned as follows: (a) the respective amounts allocated to the taking of or injury to a particular Unit and/or improvements an Owner has made within the Owner’s own Unit shall be apportioned to the particular Unit involved; and (b) the total amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Board, in its reasonable opinion, 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.

Reorganization. In the event a partial taking results in the taking of a complete Unit, then, upon the distribution of such Owner’s apportioned proceeds, the Owner thereof automatically shall cease to be a member of the Association. Thereafter the Association shall re-allocate 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 re-allocation to the remaining Owners for approval and amendment of this Declaration as provided in Section 20.1 hereof.

Reconstruction and Repair. Any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified in Section 14 above.

SECTION 16 DISCLAIMERS, WAIVERS, AND ACKNOWLEDGMENTS

Disclaimer and Waiver of Warranties. Without limiting any other provision in this Declaration, by acceptance of deed to a Condominium, each Owner shall conclusively be deemed to understand, and to have acknowledged and agreed to, all of the following:

16.1.1 That Grantor hereby disclaims any and all warranties, express and implied, including without limitation the implied warranty of habitability and the implied warranty of fitness for a particular purpose, and by acceptance of a deed to a Condominium, each Owner waives and releases Grantor with respect to any such warranties;

16.1.2 That the Project is or may be located within or nearby certain airplane flight patterns, and/or subject to levels of airplane traffic noise; and that Grantor hereby specifically disclaims any and all representations and warranties, express and implied, arising from or relating to airplane flight patterns, and/or airplane traffic noise; and each Owner hereby waives and releases Grantor from any and all claims arising from or relating to airplane flight patterns or airplane traffic noise;

16.1.3 That the Project is or may be located adjacent to or nearby roadways and subject to levels of traffic thereon, and to noise, dust, and other nuisances arising from such roadways and levels of traffic; that Grantor hereby specifically disclaims any and all representations and warranties, express and implied, arising from or related to such roadways and levels of traffic thereon, and to noise, dust, and other nuisances arising from such roadways and levels of traffic; and each Owner hereby waives and releases Grantor from any and all claims arising from or related to roadways and levels of traffic thereon, and to noise, dust, and other nuisances arising from such roadways and levels of traffic;

16.1.4 That construction and installation of improvements by Grantor or other Owners, or third parties, may involve the operation of noisy equipment, generate dust, and may impair or eliminate the view, if any, of or from any Unit and/or Common Areas; and each Owner hereby waives and releases Grantor from any and all claims arising from or relating to such construction and installation, view impairment or elimination including but not limited to, any claims for nuisance or health hazards;

16.1.5 That construction is an industry inherently subject to variations and imperfections, and items that do not materially affect safety or structural integrity shall be deemed “**Expected Minor Flaws**” (including, but not limited to: reasonable wear, tear or deterioration; shrinkage, swelling, expansion or settlement; squeaking, peeling, chipping, cracking, or fading; touch-up painting; minor flaws or corrective work; and like items) and not constructional defects; and that and each Owner hereby waives and releases Grantor from any and all claims arising from or relating to such Expected Minor Flaws; and

16.1.6 That creation of the Project shall not create any presumption, or duty whatsoever of Grantor with regard to security or protection of Person or property within or

adjacent to the Project; and each Owner hereby waives and releases Grantor from any and all claims arising from or related to such security or protection, or lack thereof.

SECTION 17 RESOLUTION OF DISPUTES

Agreement to Avoid Litigation. Grantor, the Association and the Owners agree that it is in their best interests to provide a fair, impartial, and expeditious procedure for the resolution of disputes related to the Condominium Documents instead of costly, lengthy, and unpredictable litigation. Accordingly, Grantor, the Association (including its Board, officers, and committee members), each Owner and any party claiming a right or interest under the Condominium Documents (each, a “**Bound Party**”) agree to encourage the efficient resolution of disputes within the Project without the emotional and financial costs of litigation. Each Bound Party therefore covenants and agrees that all claims, grievances, or disputes arising out of or relating to the interpretation, application, or enforcement of the Condominium Documents or the rights, obligations, or duties of any Bound Party under the Condominium Documents (“**Claims**”) shall be subject to the provisions of Section 17.3 unless exempt under Section 17.2. All Claims shall be subject to resolution pursuant to this Section 17 as a condition precedent to the institution or continuation of any legal or equitable proceeding; provided, however, any Bound Party may proceed in accordance with applicable law to comply with any notice or filing deadlines prior to resolution of the Claim

Exemptions. None of the following Claims shall be subject to this Section 17 unless all Bound Parties thereto agree in writing to submit such Claim to the dispute resolution procedures set forth in this Section 17:

17.2.1 Any Claim by the Association against any Bound Party to enforce the obligation to pay any Assessment to the Association under the Condominium Documents;

17.2.2 Any Claim by Grantor or the Association to obtain injunction or equitable relief to enforce any provision of the Condominium Documents;

17.2.3 Any Claim between Owners where the Grantor or the Association are not a party thereto, which Claim would constitute a cause of action independent of the Condominium Documents;

17.2.4 Any Claim in which any indispensable party is not a Bound Party;

17.2.5 Any Claim against a Released Party that would be barred by Section 8.9;

17.2.6 Any Claim which otherwise would be barred by Applicable Law (such as, for example, the applicable statute of limitations); or

17.2.7 Any Claim arising out of or relating to the interpretation, application or enforcement of any purchase, sale or construction agreement with Grantor or any builder related to the construction of improvements within the Project, or the rights, obligations, or duties of any Bound Party under such agreements, it being understood that Applicable Law and the provisions of such agreements shall control the resolution of any claims or disputes related thereto.

Dispute Resolution.

17.3.1 **Direct Discussions.** Any Bound Party having a Claim against any other Bound Party shall notify such party(ies) of the Claim in writing, stating plainly and concisely the following: (a) the nature of the Claim; (b) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises); (c) the basic facts supporting the allegations in the Claim; (d) the other Persons involved in the Claim or with personal knowledge of the facts alleged; and (e) the claimant's proposed remedy, including the specific monetary amounts (if any) demanded. The Bound Parties to the Claim shall make reasonable efforts to meet in person to resolve the Claim by good faith discussions and negotiations – it being understood that the best opportunity to achieve a fair and satisfactory resolution to a Claim is ordinarily through early discussions and negotiations held in good faith.

17.3.2 **Dispute Resolution.** If the Bound Parties to a Claim are unable to resolve the Claim through direct discussions within a reasonable time, either Bound Party may submit the Claim to the Board for assistance in resolving the Claim. In such event, the Board may, by notice to each Bound Party to the Claim within thirty (30) days of its receipt of a request for assistance:

17.3.2.1 Order the Bound Parties to continue direct discussions and negotiations for a period of up to thirty (30) days. If the Claim is not resolved in such period, any Bound Party may request the Board's further assistance to resolve the Claim;

17.3.2.2 Order the Bound Parties to mediate the Claim with an independent real estate attorney, real estate professional, or judge selected by the Board. The mediator shall set the rules of the mediation. Any party to the mediation can invite additional parties to the mediation if the presence of such additional party is required for a complete resolution of any Claim. The parties shall share the mediator's fee and any filing fees equally. Unless otherwise agreed, the mediation shall be held within thirty (30) days of the order for mediation and shall be held in a neutral location near the Project selected by the mediator. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. If the mediation does not resolve the Claim, the Bound Parties may proceed to litigation of the Claim in any court of competent jurisdiction;

17.3.2.3 Order the Bound Parties to settle the Claim through arbitration by a single arbitrator conducted in accordance with the Idaho Uniform Arbitration Act (Idaho Code, Title 7, Chapter 9) except as otherwise provided herein. The arbitrator shall be any independent real estate attorney or judge appointed by the Board. The arbitrator shall set the rules of the arbitration. The arbitrator may, in its discretion, order parties to produce documents relevant to the dispute and may order written discovery and depositions (but with care to avoid burdensome discovery or depositions). The arbitrator shall endeavor to hold the arbitration at mutually convenient times and locations; provided, however, the arbitrator shall endeavor to complete the arbitration within forty-five (45) days after appointment of the arbitrator. The parties shall bear their own attorneys' fees (if any) and share the arbitrator's fees equally; provided, however, the arbitrator may award costs, arbitrator's fees and attorneys' fees to the substantially prevailing party. The arbitrator's award shall be final, and judgment may be entered upon it in accordance with Applicable Law in any court having jurisdiction thereof

17.3.2.4 If the Claim is within the jurisdiction of the Small Claims Department of the Magistrate Division (currently, monetary claims for \$5,000 or less), order a Bound Parties to file such Claim exclusively therein;

17.3.2.5 Elect to exempt the Claim from this Section 17, at which time the Bound Parties are free to exercise any right or remedy in accordance with Applicable Law.

If the Board fails to notify the Bound Parties within thirty (30) days of its receipt of a request for assistance, the Board shall be deemed to have elected to exempt the Claim from this Section 17.

17.3.3 Enforcing Resolutions. If the Bound Parties resolve any Claim through mediation or arbitration pursuant to this Section 17 and any Bound Party thereafter fails to abide by the terms of such resolution (i.e., settlement agreement or arbitrator's award), then any other Bound Party may take any legal or other action to enforce such settlement agreement or arbitrator's award without the need to comply again with the procedures set forth in this Section 17. In such event, the Bound Party taking action to enforce the resolution shall be entitled to recover from any non-complying Bound Party all costs and attorneys' fees reasonably incurred in such enforcement.

SECTION 18 INITIAL DEVELOPMENT PERIOD

Project Management. Each Owner recognizes that the Project will require a high level of knowledge, effort, judgment, diligence, and attention during the Initial Development Period, and that level is beyond what can reasonably be expected from Project volunteers. Accordingly, each Owner agrees that it is in the best interest of the Project for Grantor to have full management authority for the Project during the Initial Development Period, including the sole and exclusive right to appoint, remove, and replace directors of the Board, and to fill vacancies on the Board, at any time and from time-to-time in Grantor's sole discretion by virtue of its voting rights as the Class B Member.

Grantor Exemptions. Grantor may, from time-to-time in Grantor's discretion and without first seeking or obtaining the approval of Association:

18.2.1 Make modifications or improvements to the Common Area as Grantor deems appropriate, and may also may modifications or improvements to any Unit prior to the conveyance thereof as Grantor deems appropriate;

18.2.2 Place or authorize signs of such size, design, and number as Grantor deems appropriate for the initial development of the Project, including signs to identify the Project, display information pertaining to the Project, display information or instructions to builders, advertise Condominiums for sale (including sale events and open houses), and to advertise Project elements or events;

18.2.3 Use or allow any third party to use any Condominium as a model home, sales office, or construction office;

18.2.4 Place or authorize portable or temporary structures upon the Common Area of the Project, and otherwise allow the Common Area to be used as a construction storage yard; and

18.2.5 Establish or reserve such additional covenants, conditions, restrictions, or easements on any Condominium prior to conveyance thereof as Grantor deems necessary or convenient for the development of the Condominium or Project.

Water Rights Appurtenant to Project. Grantor owns or may own certain water rights which are appurtenant to the Project. Grantor hereby reserves unto itself any and all water rights appurtenant to the Project, and Owners of any and all Condominiums accordingly shall have no right, title, or interest in any of said water or water rights.

Grantor's Exemption from Assessments. If Grantor owns any Condominiums during the first two (2) years following the date Assessments are first assessed against the Owners of Condominiums, Grantor shall not be assessed any Regular Assessments or Special Assessments for any Condominiums owned by Grantor. If Grantor owns at least one Condominium during such period, Grantor shall pay the shortfall, if any, in the operating Expenses of the Association; provided, however, such obligation shall not exceed the amount that the Regular Assessments and Special Assessments that Grantor would otherwise be assessed as an Owner multiplied by the total number of Condominiums owned by Grantor on the date Regular Assessments or Special Assessments are assessed against the Owners of Condominiums. After the foregoing period, Grantor shall be assessed Regular Assessments and Special Assessments for each Condominium owned by Grantor.

Assignment of Grantor's Rights. Grantor may assign any or all of its rights under the Condominium Documents to any Person in a written instrument(s) that contains the assignee's acceptance of such assignment and agreement to assume any of Grantor's obligations pertaining to the rights assigned, which acceptance and assumption shall be effective upon the recordation of such written instrument(s) recorded in the real property records of Blaine County, Idaho. Grantor shall promptly provide a copy of the recorded instrument to the Association and, thereupon, be released from Grantor's obligations pertaining to the rights assigned and the obligations assumed.

SECTION 19 TERM

The easements created by this Declaration shall be perpetual, subject only to extinguishment by the holders of such easements as provided by Applicable Law. The remainder of this Declaration shall for a period of thirty (30) years commencing on the Effective Date, unless earlier amended or terminated in accordance with Section 20.1, and thereafter shall be automatically extended for successive periods of ten (10) years each, unless earlier amended or terminated in accordance with Section 20.1.

SECTION 20 MISCELLANEOUS

Amendment.

20.1.1 **Amendment.** During the Initial Development Period, Grantor shall have the exclusive right to amend or terminate this Declaration by executing a written instrument setting forth such amendment or termination and the same shall be effective upon the recordation thereof with the Blaine County Recorder's Office. After the expiration of the Initial Development Period, any amendment to this Declaration or termination hereof shall be by a written instrument setting forth such amendment or termination, signed and acknowledged by the president and secretary of

the Association certifying and attesting that such amendment or termination has been approved by the vote or written consent of Members representing more than sixty-five percent (65%) of the total voting power in the Association, and the same shall be effective upon the recordation thereof with the Blaine County Recorder's Office.

20.1.2 Effect of Amendment. Any amendment or termination of this Declaration approved in the manner specified above shall be binding on and effective as to all Owners notwithstanding that such Owners may not have voted for or consented to such amendment or termination. Such amendment may add to and increase the covenants, conditions, restrictions, and easements applicable to the Project but shall not prohibit or unreasonably interfere with the allowed uses of such Owner's Condominium which existed prior to the said amendment.

20.1.3 Mortgagee Protection. Notwithstanding anything to the contrary in this Declaration, any amendment that may be of a material adverse nature to first-lien Mortgages must be approved by first-lien Mortgagees that represent at least fifty-one percent (51%) of the voting power of Units that are subject to first-lien Mortgages (where each first-lien Mortgagee has one vote per first-lien Mortgage owned). Any Mortgagee will be deemed to have given its implied approval of any amendment proposal if the Mortgagee fails to submit a response to any written proposal for an amendment within sixty (60) days after the Mortgagee receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a "return receipt" requested.

Mortgage Protection. Upon written request to the Association from any holder, insurer, or guarantor of any first Mortgage stating its name, address and the Unit number or address of the Unit on which it has its first Mortgage, said holder, insurer, or guarantor of a first Mortgage encumbering a Unit shall be entitled to notice of the following:

20.2.1 Any condemnation or casualty loss that affects either a material portion of a Building or a Unit encumbered by such first Mortgage;

20.2.2 Any sixty (60) day delinquency in the payment of Assessments or charges owed by the Owner of any Unit on which it holds a first Mortgage;

20.2.3 A lapse, cancellation, or material modification of any insurance policy maintained by the Association; and

20.2.4 Any proposed action that requires the consent of a specified percentage of eligible Mortgage holders.

Enforcement and Non-Waiver.

20.3.1 Right of Enforcement. Except as otherwise provided herein, any Owner, the Association, and Grantor shall each have the right to enforce any or all of the provisions of this Declaration against any Condominium or any part or portion of the Project and against the Owners thereof. The failure of any Owner or Occupant to comply with Applicable Law pertaining to the ownership, use, or occupancy of any Condominium or other portion of the Project, or to comply with any provision of the Condominium Documents, is hereby declared a nuisance and gives rise to a cause of action (subject to Section 17) in Grantor, the Association (on its own and/or on behalf of any consenting Owners) and any affected Owner for recovery of damages or for negative or

affirmative injunctive relief or both enforce the provisions hereof only as set forth in this Declaration. Each remedy provided herein is cumulative and not exclusive. If any party initiates or defends any legal action or proceeding to interpret or enforce any of the terms of this Declaration, the substantially prevailing party shall be entitled to recover any costs and attorneys' fees reasonably incurred therein

20.3.2 Non-Waiver. Failure of the Grantor or the Board to insist upon strict compliance with this Declaration or other Condominium Documents, or to exercise any right contained in such documents, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment of the right to insist on compliance in the future with any term, covenant, condition or restriction. The receipt by the Board of payment of an Assessment from an Owner, with knowledge of a breach by the Owner, shall not be a waiver of the breach. No waiver by the Board of any requirement shall be effective unless expressed in writing and signed for by the Board.

Registration of Mailing Address. Each Owner shall register such Owner's email address mailing address with the Association and all notices or demands intended to be served upon any Owner shall be sent by United States Mail postage prepaid, addressed in the name of the Owner at such registered mailing address. If an Owner fails to provide the Association with a valid address, all notices shall be sent to that Owner's address on record with the Blaine County Assessor's office. 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's registered agent on file with the Idaho Secretary of State. 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 not be entitled to receive any 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.

Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Project. This Declaration shall be construed and governed under the laws of the State of Idaho without regard to its conflicts of law principles, and the following:

20.5.1 Restrictions Construed Together. All of the provisions hereof shall be liberally construed together to promote and effectuate the fundamental concepts of the development of the Project as set forth in the recitals to this Declaration.

20.5.2 Restrictions Severable. Notwithstanding the provisions of the foregoing Section 20.5.1, each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision herein.

20.5.3 Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine,

feminine or neuter shall each include the masculine, feminine and neuter. As used herein, the word “including” shall be deemed to be followed by “but not limited to” unless otherwise indicated.

20.5.4 Captions. All captions, titles and the table of contents used in this Declaration are intended solely for convenience of reference and shall not affect that which is set forth in any of the provisions hereof.

20.5.5 Board Interpretation. In the event that any provision of this Declaration is deemed ambiguous on any matter, the Board’s interpretation such provision shall be given deference so long as the interpretation is not arbitrary or capricious.

Owner’s Obligations Continue. All obligations of the Owner under and by virtue of the provisions contained in this Declaration shall continue, notwithstanding that such Owner may have leased, rented or entered a contract of sale of his interest as provided herein, but the Owner of a Condominium shall have no obligation for Assessments or other obligations accruing after the Owner conveys such Condominium.

Exhibits. All exhibits attached hereto are incorporated herein as if set forth in full herein. However, in the event of any conflict between such exhibits and the text of the Declaration, the Declaration shall control.

Acknowledgement and Waivers. All Owners expressly acknowledge that there are no understandings, representations, warranties or promises of any kind that have been made to induce the Owners from owning Units in the Project except as set forth in this Declaration or any other written valid and binding agreement between the Grantor and the Owners, that this Declaration or any other written valid and binding agreement (including without limitation the other Condominium Documents) between the Grantor and the Owners sets forth in full the entire agreement between the parties and governing the Project, and the Owners have not relied on any verbal agreement, statement, representation, warranty or other promises that is not expressed in writing in this Declaration or any other written valid and binding agreement between the Grantor and the Owners. Except as may be set forth in any written agreement between Owner and Grantor, each Owner has acquired and accepted its Condominium Unit “as is, where is” with all faults.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, Grantor has executed this Declaration effective as of the Effective Date.

GRANTOR:

Sundance R3 Devco LLC,
an Idaho limited liability company

By: _____

Name: _____

Its: _____

STATE OF _____)
) ss.
County of _____)

This record was acknowledged before me on _____, 202_, by _____, as [manager/member] of Sundance R3 Devco LLC.

Notary Public for _____

Residing at: _____

My commission expires: _____

Draft

The undersigned, holder of a recorded security interest in the Property, hereby consents to the recordation of the Plat and this Declaration.

_____ **Bank,**
a national banking association

By: _____
Name: _____
Its: _____

STATE OF _____)
) ss.
County of _____)

This record was acknowledged before me on _____, 2021, by _____
_____, as [capacity] of [Bank Name].

Notary Public for _____
Residing at: _____
My commission expires: _____

Draft

EXHIBIT A

Legal Description of the Property

Draft

EXHIBIT B

Plat of The Bitterroot

Draft

EXHIBIT C

Articles of Incorporation

Draft

EXHIBIT D

Proportionate Interest in Common Area

<u>Unit #</u>	<u>S.F.</u>	<u>% Ownership in Common Area</u>
Unit 1	3,552	33.33%
Unit 2	3,650	33.33%
Unit 3	4,220	33.33%
Total	11,422	100.00%

Draft

Attachment E

Staff Analysis

Attachment E1

Zoning and Dimensional Standards Evaluation



STAFF ANALYSIS ZONING AND DIMENSIONAL STANDARDS EVALUATION

17.12.020 - District Use Matrix	Conformance
<i>Zone District: Mixed-Use Subdistrict of the Community Core (CC-2)</i>	YES
Staff Analysis: The project proposes to develop 3 new multiple-family dwelling units, which are permitted in the CC-2 Zone pursuant to KMC §17.12.020.	

17.12.040 - Dimensional Standards CC District Matrix	Conformance
<i>Minimum Lot Size</i>	YES
Staff Analysis: <u>Required</u> 5,500 square feet <u>Existing Lot Area</u> City of Ketchum: 14,734 square feet City of Sun Valley: 2,067 square feet Total Parcel Area: 16,801 square feet	

17.12.040 - Dimensional Standards CC District Matrix	Conformance
<i>Minimum Building Setbacks</i>	YES
Staff Analysis: <u>Required</u> Front and Street Side: 5' average Interior Side: 0' Rear Side Not Adjacent to An Alley: 0' <u>Proposed</u> The proposed building setbacks meet or exceed the minimum setback requirements for the CC-2 Zone. Front (Spruce Ave/west): ranges from 0' to 21'-2" Side (north/interior): 6'-3" Side (south/interior): 3'-7" Rear (east/City of Sun Valley): 45'-4"	

17.12.040 - Dimensional Standards. CC District Matrix	Conformance
<i>Maximum Building Heights</i>	YES
Maximum Permitted <i>Building Height:</i> 42 feet <i>Non-habitable Structures Located on Building Rooftops:</i> 10 feet	

Perimeter Walls Enclosing Rooftop Deck and Structures: 4 feet above roof surface height. Perimeter roof top walls are required to be at least 75% transparent.
Rooftop Solar & Mechanical Equipment Above Roof Surface: 5 feet

Proposed

Building Height: 41'-8"
Non-habitable Structures Located on Building Rooftops: N/A
Perimeter Walls Enclosing Rooftop Deck and Structures: N/A

17.124.040 - Floor Area Ratios and Community Housing	Conformance
<i>An increased FAR may be permitted subject to design review approval provided that all conditions in KMC 17.124.040.B.2 are met.</i>	YES
<p>Required Permitted FAR: 1.0 Permitted FAR with Community Housing: 2.25</p> <p>Floor area, gross (KMC §17.08.020): The sum of the horizontal area of the building measured along the outside walls of each floor of a building or portion of a building, including stair towers and elevators on the ground floor only, and 50 percent of atriums over 18 feet plate height, but not including basements, underground parking areas or open unenclosed decks. Parking areas covered by a roof or portion of the building and enclosed on three or more sides by building walls are included. Four parking stalls for developments on single Ketchum Town Site lots of 5,600 square feet in size or less are not included in the gross floor area calculation.</p> <p>Proposed Total Gross Floor Area: 14,594 square feet Total Lot Area: 16,801 square feet Proposed FAR: 0.89 (14,594 gross square feet/16,801 square feet) The proposed floor area ratio of 0.89 complies with the maximum permitted FAR of 1.0.</p>	

17.124.180 Minimum Residential Densities and Commercial Requirements	Conformance
<i>Ketchum Municipal Code 17.124.180.A. General requirements. New development projects or expansions of existing buildings that exceed a total floor area ratio (FAR) of 1.0 within Subdistrict 1 and Subdistrict 2 of the CC Zone District and 0.5 FAR in the T, T-3000, T-4000, and GR-H zone districts must provide a minimum number of residential units as follows:</i>	N/A
<p>Required: Pursuant to KMC §17.124.180.A, the minimum residential density and commercial requirements apply only to new development projects or additions that exceed a floor area ratio of 1.0 within the CC-1 and CC-2 Zone Districts. Because the proposed project has a floor area ratio of 0.89, these requirements do not apply.</p>	

17.04.030 - No Net Loss of Dwelling Units	Conformance
<i>Ketchum Municipal Code §17.04.030.D. Applications: no net loss of units: Development of property, in any zone district, may not result in the net loss of dwelling units. Total number of dwelling units shall be calculated including all listed or defined dwelling unit uses and terms in this Code such as, but not limited to, "dwelling, one-family", "dwelling, multi-family", "dwelling unit, accessory", and "work/live unit".</i>	YES
<p>Existing The property is developed with an existing commercial building and contains no dwelling units.</p> <p>Proposed The project will construct three new multifamily dwelling units.</p>	

17.125.030 - Off Street Parking and Loading	Conformance
17.125.040 - Off Street Parking and Loading Calculations	
17.125.050 - CC District Off Street Parking and Loading Calculations	
<i>Pursuant to Ketchum Municipal Code 17.125.020.A1, all new development must comply with the off street vehicle parking requirements.</i>	YES
<p>Required Multi-Family Dwelling Units in CC Zone Units 750 square feet or less: 0 parking spaces Units 751 square feet to 2,000 square feet: 1 parking space Units 2,001 square feet and above: 2 parking spaces</p> <p>Project Parking Demand Unit 1: 3,770 square feet—2 parking spaces required Unit 2: 3,725 square feet—2 parking spaces required Unit 3: 4,221 square feet—2 parking spaces required</p> <p><i>Total Parking Demand:</i> 6 Parking Spaces</p> <p>Proposed The underground parking garage provides a total of eight parking spaces, including a private enclosed two-car garage for each of the three residential units (six spaces total) and two additional guest parking spaces.</p>	

17.125.060 - Bicycle Parking	Conformance
<i>Ketchum Municipal Code §17.125.060.B: All uses, other than one family dwellings, are required to provide one bicycle rack, able to accommodate at least two bicycles, for every four parking spaces required by the proposed use.</i>	YES
<p>Staff Analysis <u>Required</u></p>	

1 bike rack, accommodating at least two bicycles, is required for every four parking spaces required by the proposed use.

6 parking spaces are required for the proposed housing development—2 bike racks are required based on the project parking demand.

Note: Per KMC §17.125.060.C, “When measurements of the number of required spaces result in fractions, any fraction equal to or greater than one-half shall be rounded up to the next highest whole number.”

Proposed

The project provides four bicycle racks with capacity for eight bicycles, including two within the publicly accessible plaza and two within the Spruce Avenue public right-of-way adjacent to the proposed street bench. **The project exceeds the minimum bicycle parking requirement.**

17.127 – Signage	Conformance
<i>Master Signage Plan for New Construction</i>	N/A
<p>Analysis: Pursuant to KMC §17.127.030.B, a master signage plan is required for new multi-tenant buildings. The applicant has indicated that no building identification, tenant, directional, or advisory signage is proposed. The only proposed signage consists of required building address numbers. Accordingly, a master signage plan is not required as part of this application.</p>	

17.132 – Dark Skies	Conformance
<i>Compliance with Section 17.132 – Dark Skies.</i>	YES
<p>Analysis: Exterior lighting is shown on Sheets E1.1 through E1.6. Proposed fixtures include Lumien recessed square lights and Hinkley round and rectangular deck sconces. Pursuant to KMC §17.132.030, exterior lighting shall utilize light sources with a correlated color temperature not exceeding 2,700 Kelvin. All proposed fixtures have a color temperature of 2,700K and therefore comply with this standard.</p>	

Attachment E2

Design Review

Standards Evaluation



**STAFF ANALYSIS
DESIGN REVIEW STANDARDS ANALYSIS**

17.96.060.A.1 - Streets	Conformance
<i>The applicant shall be responsible for all costs associated with providing a connection from an existing City street to their development.</i>	YES Condition #3
<p>Analysis: The subject property occupies the northeast corner of East 2nd Street and North Spruce Avenue, where East 2nd Street transitions into North Spruce Avenue through a continuous curb return. Vehicular access to the development is provided from an existing curb cut along North Spruce Avenue, providing a direct connection to the City's existing street network. The Public Works Department and City Engineer have conducted a preliminary review of the proposed right-of-way improvements and determined that the project is capable of complying with applicable City engineering and public infrastructure standards. As reflected in Condition No. 3, prior to issuance of a building permit, the applicant shall submit final civil drawings prepared by an engineer licensed in the State of Idaho demonstrating compliance with all applicable City engineering, utility, and public infrastructure requirements. Subject to Condition No. 3, staff finds the proposal complies with this standard.</p>	

17.96.060.A.2 - Streets	Conformance
<i>All street designs shall be approved by the City Engineer.</i>	YES Condition #3
<p>Analysis: No new public streets are proposed as part of this development. The project includes improvements within the Spruce Avenue public right-of-way that are subject to review and approval by the City Engineer. As reflected in Condition No. 3, prior to issuance of a building permit, the applicant shall submit final civil drawings prepared by an engineer licensed in the State of Idaho demonstrating compliance with all applicable City engineering, utility, and public infrastructure requirements. Subject to Condition No. 3, staff finds the proposal complies with this standard.</p>	

17.96.060.B.1 - Sidewalks	Conformance
<i>All projects under subsection 17.96.010.A of this chapter that qualify as a "substantial improvement" shall install sidewalks as required by the Public Works Department.</i>	YES Condition #3
<p>Analysis: The proposed development constitutes a substantial improvement within the CC-2 Zone, where sidewalks are required as part of new development. The project includes installation of a new eight-foot-wide public sidewalk along the Spruce Avenue frontage in accordance with City standards. The Public Works Department and City Engineer have conducted a preliminary review of the proposed sidewalk improvements and determined that the project is capable of complying with applicable City requirements. As reflected in Condition No. 3, final civil drawings demonstrating compliance with all applicable City engineering and public infrastructure standards shall be submitted for review and approval</p>	

prior to issuance of a building permit. Subject to Condition No. 3, staff finds the proposal complies with this standard.

17.96.060.B.2 - Sidewalks	Conformance
<i>Sidewalk width shall conform to the City's right-of-way standards, however the City Engineer may reduce or increase the sidewalk width and design standard requirements at their discretion.</i>	YES Conditions #3 & #4

Analysis: The project includes a new heated eight-foot-wide concrete sidewalk along the Spruce Avenue frontage. The Public Works Department, City Engineer, and Streets Department have conducted a preliminary review of the proposed sidewalk improvements and determined that the project is capable of complying with the City's right-of-way standards. As reflected in Condition No. 3, the applicant shall submit final civil drawings prepared by an engineer licensed in the State of Idaho demonstrating compliance with all applicable City engineering, utility, and public infrastructure requirements prior to issuance of a building permit. In addition, as reflected in Condition No. 4, the applicant shall obtain a Right-of-Way Encroachment Permit for the proposed sidewalk snowmelt system and demonstrate compliance with all applicable City requirements governing its installation, operation, and maintenance. Subject to Conditions Nos. 3 and 4, staff finds the proposal complies with this standard.

17.96.060.B.3 - Sidewalks	Conformance
<p><i>Sidewalks may be waived if one of the following criteria is met:</i></p> <ul style="list-style-type: none"> <i>a) The project comprises an addition of less than 250 square feet of conditioned space.</i> <i>b) The City Engineer finds that sidewalks are not necessary because of existing geographic limitations, pedestrian traffic on the street does not warrant a sidewalk, or if a sidewalk would not be beneficial to the general welfare and safety of the public.</i> 	N/A

Analysis: The project does not qualify for a sidewalk waiver under this standard. The proposed development constitutes a substantial improvement and includes construction of a new public sidewalk along the Spruce Avenue frontage. The applicant has not requested a waiver, and the City Engineer has not determined that a waiver is warranted based on the criteria set forth in KMC §17.96.060.B.3. Accordingly, this waiver provision is not applicable.

17.96.060.B.4 - Sidewalks	Conformance
<i>The length of sidewalk improvements constructed shall be equal to the length of the subject property line(s) adjacent to any public street or private street.</i>	YES

Analysis: The project includes new sidewalk improvements extending the full length of the subject property's frontage along Spruce Avenue. Accordingly, the proposed sidewalk

improvements satisfy the requirement that sidewalks be constructed along the full length of the property adjacent to a public street.

17.96.060.B.5 - Sidewalks	Conformance
<i>New sidewalks shall be planned to provide pedestrian connections to any existing or future sidewalks adjacent to the site. In addition, sidewalks shall be constructed to provide safe pedestrian access to and around a building.</i>	YES Condition #3
<p>Analysis: The proposed sidewalk provides a continuous pedestrian connection between the existing sidewalk along East 2nd Street and the new sidewalk along Spruce Avenue. As shown on Sheet C1.10, the applicant has revised the curb, gutter, and sidewalk improvements to provide an ADA-compliant transition to the existing paver pathway, including installation of a truncated dome detectable warning surface where required. The project further enhances pedestrian circulation by incorporating a publicly accessible plaza, street bench, bicycle parking, and direct pedestrian access to the building entrance from the public sidewalk. Subject to Condition No. 3, staff finds the proposal complies with this standard.</p>	

17.96.060.B.6 - Sidewalks	Conformance
<i>The City may approve and accept voluntary cash contributions in lieu of the above described improvements, which contributions must be segregated by the City and not used for any purpose other than the provision of these improvements. The contribution amount shall be 110 percent of the estimated costs of concrete sidewalk and drainage improvements provided by a qualified contractor, plus associated engineering costs, as approved by the City Engineer. Any approved in lieu contribution shall be paid before the City issues a certificate of occupancy.</i>	N/A
<p>Analysis: The applicant is proposing to construct the required sidewalk improvements and has not requested, nor has the City approved, an in-lieu cash contribution under this provision. Accordingly, this criterion is not applicable.</p>	

17.96.060.C.1 - Drainage	Conformance
<i>All stormwater shall be retained on site.</i>	YES Condition #3
<p>Analysis: As shown on Sheet C1.10, the proposed stormwater management system directs on-site runoff to a network of drywells and catch basins designed to retain stormwater on the subject property. The Public Works Department and City Engineer have conducted a preliminary review of the proposed drainage improvements and determined that the project is capable of complying with applicable City stormwater management standards. As reflected in Condition No. 3, the applicant shall submit final civil drawings prepared by an engineer licensed in the State of Idaho demonstrating compliance with all applicable City</p>	

engineering, drainage, utility, and public infrastructure requirements prior to issuance of a building permit. Subject to Condition No. 3, staff finds the proposal complies with this standard.

17.96.060.C.2 - Drainage	Conformance
<i>Drainage improvements constructed shall be equal to the length of the subject property lines adjacent to any public street or private street.</i>	YES Condition #3
<p>Analysis: The project includes drainage improvements extending along the subject property's frontage on Spruce Avenue and East 2nd Street. As shown on Sheet C1.10, the proposed improvements include curb and gutter, catch basins, drywells, and associated stormwater infrastructure designed to serve the development and adjacent public right-of-way. As reflected in Condition No. 3, the applicant shall submit final civil drawings prepared by an engineer licensed in the State of Idaho demonstrating compliance with all applicable City engineering, drainage, utility, and public infrastructure requirements prior to issuance of a building permit. Subject to Condition No. 3, staff finds the proposal complies with this standard.</p>	

17.96.060.C.3 - Drainage	Conformance
<i>The City Engineer may require additional drainage improvements as necessary, depending on the unique characteristics of a site.</i>	YES Condition #3
<p>Analysis: The Public Works Department and City Engineer have conducted a preliminary review of the proposed drainage improvements and determined that the project is capable of complying with applicable City stormwater management standards. As reflected in Condition No. 3, final civil drawings shall be submitted for review and approval prior to issuance of a building permit. The City Engineer retains the authority to require additional drainage improvements, if necessary, based on the final engineering review and the site's unique characteristics. Subject to Condition No. 3, staff finds the proposal complies with this standard.</p>	

17.96.060.C.4 - Drainage	Conformance
<i>Drainage facilities shall be constructed per City standards.</i>	YES Condition #3
<p>Analysis: The proposed drainage facilities have undergone preliminary review by the Public Works Department and City Engineer and are capable of complying with applicable City standards. As reflected in Condition No. 3, final civil drawings demonstrating compliance with all applicable City engineering and public infrastructure requirements shall be submitted for review and approval prior to issuance of a building permit. Subject to Condition No. 3, staff finds the proposal complies with this standard.</p>	

17.96.060.D.1 - Utilities	Conformance
<i>All utilities necessary for the development shall be improved and installed at the sole expense of the applicant.</i>	YES Condition #3
<p>Analysis: The project includes installation and relocation of utilities necessary to serve the proposed development. All costs associated with the design, installation, relocation, and connection of required utilities shall be the responsibility of the applicant. As reflected in Condition No. 3, final civil drawings demonstrating compliance with all applicable City engineering, utility, and public infrastructure requirements shall be submitted for review and approval prior to issuance of a building permit. Subject to Condition No. 3, staff finds the proposal complies with this standard.</p>	

17.96.060.D.2 - Utilities	Conformance
<i>Utilities shall be located underground and utility, power, and communication lines within the development site shall be concealed from public view.</i>	YES Conditions #6 & #7
<p>Analysis: The project includes new underground utility infrastructure necessary to serve the proposed development, together with above-ground utility equipment, including an Idaho Power transformer, gas meter, and cable utility cabinet. The proposed transformer is located within the Spruce Avenue public right-of-way near the southeast corner of the site and is proposed to be screened with a decorative metal utility enclosure. As reflected in Conditions Nos. 6 and 7, the applicant shall relocate the gas meter and cable utility cabinet onto private property in locations screened from public view and revise the project plans to reflect the final approved location and configuration of the transformer and its screening in accordance with Idaho Power's clearance, access, and operational requirements. Subject to Conditions Nos. 6 and 7, staff finds the proposal complies with this standard.</p>	

17.96.060.D.3 - Utilities	Conformance
<i>When extension of utilities is necessary all developers will be required to pay for and install two-inch SDR11 fiber optical conduit. The placement and construction of the fiber optical conduit shall be done in accordance with City of Ketchum standards and at the discretion of the City Engineer.</i>	N/A
<p>Analysis: This provision applies when extension of public utilities necessitates installation of new fiber optic conduit. The subject property is already served by existing fiber optic infrastructure, and no utility extension requiring installation of additional fiber optic conduit is proposed. Accordingly, this provision is not applicable.</p>	

17.96.060.E.1 - Compatibility of Design	Conformance
<i>The project's materials, colors and signing shall be complementary with the townscape, surrounding neighborhoods and adjoining structures.</i>	See Staff Analysis

The proposed exterior material palette consists of Haydell Limestone, rough-sawn ThermoWood spruce siding, VMZinc Quartz-Zinc standing seam roofing, and blackened cold-rolled steel accents. The selected materials are high quality and reflect the natural colors and textures of the Wood River Valley, resulting in a palette that is generally compatible with the surrounding townscape and architectural character of downtown Ketchum.

As illustrated in the colored elevations, renderings, and material palette, the stone, wood, and zinc materials are composed primarily of muted earth tones and cool gray hues with similar color values. While this restrained palette contributes to a cohesive architectural expression, the limited contrast between the primary materials reduces the visual distinction between changes in building form and façade depth. As a result, the building does not fully emphasize its architectural articulation and material transitions.

Staff Recommendation: Staff recommends the Commission encourage the applicant to refine the exterior material and color palette to strengthen the architectural hierarchy of the building. This may include introducing greater tonal contrast or differentiation between primary and secondary façade materials to better express changes in building massing, emphasize architectural detailing, and enhance the pedestrian experience while maintaining compatibility with the surrounding townscape.

17.96.060.E.2 - Compatibility of Design	Conformance
<i>Preservation of significant landmarks shall be encouraged and protected, where applicable. A significant landmark is one which gives historical and/or cultural importance to the neighborhood and/or community.</i>	N/A
Analysis: The subject property does not contain any designated historic landmarks or identified cultural resources, nor has the existing building been recognized as a significant historical or cultural landmark by the City of Ketchum. Accordingly, this criterion is not applicable.	

17.96.060.E.3 - Compatibility of Design	Conformance
<i>Additions to existing buildings, built prior to 1940, shall be complementary in design and use similar material and finishes of the building being added to.</i>	N/A
Analysis: This criterion applies only to additions to existing buildings constructed prior to 1940. The proposed project consists of construction of a new multifamily residential building and does not involve an addition to an existing pre-1940 building. Accordingly, this criterion is not applicable.	

17.96.060.F.1 - Architectural	Conformance
<i>Building(s) shall provide unobstructed pedestrian access to the nearest sidewalk and the entryway shall be clearly defined.</i>	YES

Analysis: The primary pedestrian entrance is prominently located adjacent to the publicly accessible plaza along the Spruce Avenue frontage, where it is clearly defined through generous glazing, architectural detailing, and a direct connection to the public sidewalk. A secondary pedestrian entrance is provided beneath the covered colonnade, further enhancing pedestrian access and building activation along Spruce Avenue. An interconnected network of on-site walkways and the publicly accessible plaza provide unobstructed pedestrian circulation between the public sidewalk and building entrances. The project creates a welcoming, pedestrian-oriented streetscape that clearly defines building access and reinforces the building's relationship to the public realm. Staff finds the proposal complies with this standard.

17.96.060.F.2 - Architectural	Conformance
<i>The building character shall be clearly defined by use of architectural features.</i>	See Staff Analysis

Analysis: The proposed building incorporates a contemporary mountain architectural vocabulary expressed through a combination of gabled roof forms, vertically proportioned windows, stone veneer, wood cladding, metal roofing, recessed balconies, and a covered colonnade. Together, these architectural elements establish a recognizable building character that is generally consistent with the intent of this standard.

At the same time, staff finds that the architectural composition could be further refined to more clearly define the building's character and improve the overall composition. The third-floor massing and roof composition read as a continuous upper mass along the Spruce Avenue elevation, limiting façade articulation and increasing the perceived visual bulk of the building. In addition, the limited contrast between the primary exterior materials and the scale and prominence of the proposed chimney elements reduce the effectiveness of the architectural features in establishing a more distinct and articulated building character.

On balance, staff finds that the proposal satisfies the minimum requirements of KMC §17.96.060.F.2. However, staff recommends that the Commission consider whether additional refinement of the roof composition, material palette, and chimney design would better achieve the intent of the Design Review Standards by creating a more clearly defined architectural character and reducing the perceived scale and mass of the building.

17.96.060.F.3 - Architectural	Conformance
<i>There shall be continuity of materials, colors and signing within the project.</i>	YES

Analysis: The proposed development incorporates a cohesive architectural palette that is consistently applied throughout the project. Natural limestone, ThermoWood spruce cladding, quartz-zinc standing seam roofing, and blackened steel accents are repeated across the five residential buildings, creating continuity in materials, colors, and architectural detailing. The proposed materials and muted earth-tone color palette are inspired by the surrounding Wood River Valley landscape and establish a unified

architectural identity for the development while remaining visually distinct from the existing white-painted historic residence, which is retained as a prominent feature of the site.

Staff finds the proposal satisfies the continuity requirements of KMC §17.96.060.F.3. While the project demonstrates a consistent application of materials and colors, staff notes that the similar tonal values of the wood cladding, stone veneer, and zinc roofing reduce the visual contrast between primary façade materials. Additional differentiation between these materials could further strengthen façade articulation and architectural character; however, this consideration relates to the level of visual interest achieved rather than the project's continuity of materials and colors.

17.96.060.F.4 - Architectural	Conformance
<i>Accessory structures, fences, walls and landscape features within the project shall match or complement the principal building.</i>	YES
<p>Analysis: The proposal satisfies this standard. The landscape design has been carefully integrated with the project's architectural character through the use of complementary materials, colors, textures, and site features. Natural limestone retaining and planter walls, concrete pavers, ornamental metal fencing, and wood screening elements reflect and reinforce the primary building materials and architectural palette. Site furnishings, including benches, bicycle parking, lighting, and other pedestrian amenities, are incorporated as coordinated design elements that complement the overall development.</p> <p>The landscape plan emphasizes native and climate-appropriate plant materials, including deciduous shade trees, ornamental grasses, shrubs, and perennial groundcovers that provide seasonal interest while softening building edges and enhancing the pedestrian environment. Along the Spruce Avenue frontage, street trees, planter walls, seating areas, and decorative paving contribute to a cohesive streetscape that integrates the development with the public realm. On the eastern hillside, terraced landscape areas, natural stone retaining walls, and native plantings respond to existing topography while visually transitioning the building into the surrounding landscape.</p> <p>Collectively, the proposed accessory structures, walls, fencing, hardscape improvements, and landscape features are consistently designed to complement the principal buildings and establish a unified architectural composition. Staff finds the proposal complies with KMC §17.96.060.F.4.</p>	

17.96.060.F.5 - Architectural	Conformance
<i>Building walls shall provide undulation/relief, thus reducing the appearance of bulk and flatness.</i>	See Staff Analysis
<p>Analysis: The proposed building incorporates several architectural elements intended to provide variation and visual interest, including changes in wall planes, projecting bays, balconies,</p>	

recessed entries, varied roof forms, material transitions, and extensive glazing. These features introduce articulation across the building façades and reduce the appearance of uninterrupted wall surfaces.

However, staff finds that opportunities remain to further reduce the perceived bulk and flatness of the building, particularly along the Spruce Avenue frontage. The third floor is accommodated within a continuous roof form, with projecting bay elements extending above the primary roof plane. As a result, the upper portion of the building reads as a relatively continuous mass rather than a series of distinct architectural elements, limiting the degree of visual relief provided by the roof composition.

In addition, the proposed exterior material palette relies primarily on stone, ThermoWood spruce siding, and gray zinc standing-seam roofing with relatively similar tones and values. While the materials are complementary, the limited contrast between them reduces the ability of material transitions to articulate the façades and visually break down the overall building mass. Staff also notes that the chimney elements are visually prominent and could benefit from additional articulation or refinement to better integrate with the overall composition.

Collectively, these design characteristics result in a building that, while incorporating architectural articulation, does not fully achieve the intent of KMC §17.96.060.F.5 to reduce the appearance of bulk and flatness. Staff recommends that the Commission consider whether additional refinement to the roof composition, material palette, and chimney design would better satisfy this standard.

17.96.060.F.6 - Architectural	Conformance
<i>Building(s) shall orient toward their primary street frontage.</i>	YES
<p>Analysis: The proposed building is oriented toward its primary street frontage along Spruce Avenue. The principal entrance and primary façade face Spruce Avenue and are reinforced by the proposed streetscape improvements, including the widened sidewalk, street trees, landscaping, and pedestrian amenities. Architectural elements, including extensive glazing, recessed entries, and the colonnade, establish a strong relationship between the building and the public realm while maintaining a clear street presence. Accordingly, staff finds the proposal complies with the intent of KMC §17.96.060.F.6.</p>	

17.96.060.F.7 - Architectural	Conformance
<i>Garbage storage areas and satellite receivers shall be screened from public view and located off alleys.</i>	YES
<p>Analysis: The project provides a dedicated, fully enclosed garbage and recycling room within the underground parking garage. The refuse storage area is located entirely within the building envelope and is fully screened from public view. As shown on the basement</p>	

floor plan, the garbage room is located adjacent to the parking garage entrance, allowing refuse and recycling containers to be transported to the street level for collection without requiring permanent outdoor storage.

The applicant submitted a service letter from Clear Creek Disposal confirming that refuse and recycling collection can be accommodated using the proposed collection method. The letter states that containers will be stored within the enclosed garbage room, transported to the street level by building staff on collection days, and serviced twice weekly without significantly disrupting traffic operations. Staff finds the proposed refuse storage and collection system complies with KMC §17.96.060.F.7.

17.96.060.F.8 - Architectural	Conformance
<i>Building design shall include weather protection which prevents water to drip or snow to slide on areas where pedestrians gather and circulate or onto adjacent properties.</i>	YES
<p>Analysis: The proposed building has been designed to minimize the potential for snow and ice to fall onto pedestrian areas and adjacent properties. The applicant has incorporated snow retention devices on the upper roof surfaces to prevent uncontrolled snow shedding. Along the Spruce Avenue frontage, the upper roof is stepped back from the primary pedestrian circulation area, and any snow that may extend beyond the snow retention system would be directed onto the second-floor decks below rather than onto the public sidewalk or pedestrian plaza.</p> <p>In addition, the primary gabled roof over the main pedestrian entrance is oriented to direct snow away from the publicly accessible plaza and principal pedestrian circulation areas. Covered entry features and the building's roof configuration further contribute to protecting pedestrians from snow and water runoff. Staff finds the proposed roof design incorporates appropriate weather protection measures and complies with the intent of KMC §17.96.060.F.8.</p>	

17.96.060.G.1 - Circulation Design	Conformance
<i>Pedestrian, equestrian and bicycle access shall be located to connect with existing and anticipated easements and pathways.</i>	YES
<p>Analysis: The proposal provides a well-integrated pedestrian and bicycle circulation system that connects directly to the existing public sidewalk network along Spruce Avenue and East 2nd Street. New sidewalks, accessible walkways, and the publicly accessible plaza establish direct pedestrian connections between the public right-of-way and the building entrances while enhancing connectivity through the site. The proposed streetscape improvements, including widened sidewalks, street trees, seating, bicycle parking, and upgraded pedestrian</p>	

amenities, further strengthen the pedestrian environment and improve access along the project's primary street frontage.

The project provides bicycle parking in excess of the minimum code requirement, including bicycle racks located within the publicly accessible plaza and along the Spruce Avenue public right-of-way adjacent to the proposed street bench. No existing or planned equestrian facilities or pathway easements are located adjacent to the site. Staff finds the proposal provides appropriate pedestrian and bicycle connectivity and complies with the intent of KMC §17.96.060.G.1.

17.96.060.G.2 - Circulation Design	Conformance
<i>Awnings extending over public sidewalks shall extend five feet or more across the public sidewalk but shall not extend within two feet of parking or travel lanes within the right-of-way.</i>	N/A
<p>Analysis: This criterion applies only to awnings that project into the public right-of-way over a public sidewalk. The proposed building does not include any awnings or similar architectural projections extending beyond the property line into the public right-of-way. Accordingly, this criterion is not applicable.</p>	

17.96.060.G.3 - Circulation Design	Conformance
<i>Traffic shall flow safely within the project and onto adjacent streets. Traffic includes vehicle, bicycle, pedestrian and equestrian use. Consideration shall be given to adequate sight distances and proper signage.</i>	YES Condition #3
<p>Analysis: The proposed circulation system is designed to safely accommodate vehicle, pedestrian, and bicycle movements both within the site and at its connection to the surrounding public street network. Vehicular access is provided through a single driveway from Spruce Avenue that serves the underground parking garage, minimizing potential conflicts with pedestrians and preserving an active streetscape along the primary frontage. The garage entrance is configured to provide adequate maneuvering space and safe ingress and egress.</p> <p>Pedestrian circulation is clearly separated from vehicular movements through the use of continuous sidewalks, accessible walkways, the publicly accessible plaza, and designated building entrances along Spruce Avenue. The proposed streetscape improvements, including widened sidewalks, bicycle parking, seating, landscaping, and street trees, further enhance pedestrian and bicycle circulation adjacent to the site. The Public Works Department and City Engineer have completed a preliminary review of the proposed circulation and right-of-way improvements and determined that the project is capable of complying with applicable City engineering and transportation standards. No equestrian facilities are located adjacent to the site or are affected by the proposed development.</p>	

Subject to Condition No. 3 requiring final engineering review and approval of all right-of-way improvements, staff finds the proposal complies with the intent of KMC §17.96.060.G.3.

17.96.060.G.4 - Circulation Design	Conformance
<i>Curb cuts and driveway entrances shall be no closer than 20 feet to the nearest intersection of two or more streets, as measured along the property line adjacent to the right-of-way. Due to site conditions or current/projected traffic levels or speed, the City Engineer may increase the minimum distance requirements.</i>	YES Condition #3
<p>Analysis: The project provides a single vehicular access point to the underground parking garage from Spruce Avenue. The driveway entrance is located along the property's Spruce Avenue frontage where East 2nd Street transitions into Spruce Avenue through a continuous curb return. The Public Works Department and City Engineer have conducted a preliminary review of the proposed driveway configuration and determined that it is capable of complying with applicable City engineering and access management standards. Final driveway geometry and all associated right-of-way improvements shall be verified through the final civil engineering review required by Condition No. 3 prior to issuance of a building permit. Subject to Condition No. 3, staff finds the proposal complies with KMC §17.96.060.G.4.</p>	

17.96.060.G.5 - Circulation Design	Conformance
<i>Unobstructed access shall be provided for emergency vehicles, snowplows, garbage trucks and similar service vehicles to all necessary locations within the proposed project.</i>	YES Condition #3
<p>Analysis: The proposed development has been designed to provide unobstructed access for emergency response, refuse collection, snow removal, and other service vehicles. Vehicular access to the underground parking garage is provided from Spruce Avenue, and the project includes the necessary driveway, maneuvering areas, and circulation to accommodate emergency and service vehicle access. Refuse and recycling containers will be stored within an enclosed garbage room and transported to the street level for collection, eliminating the need for service vehicles to enter the site. The Public Works Department, City Engineer, Streets Department, Ketchum Fire Department, and Clear Creek Disposal have completed a preliminary review of the project and determined that the proposed circulation and access are capable of accommodating the anticipated service and emergency vehicle operations. Subject to Condition No. 3 requiring final engineering review and approval of all right-of-way improvements, staff finds the proposal complies with KMC §17.96.060.G.5.</p>	

17.96.060.H.1 - Snow Storage	Conformance
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<i>Snow storage areas shall not be less than 30 percent of the improved parking and pedestrian circulation areas.</i>	N/A
<p>Analysis: KMC §17.96.060.H.1 requires on-site snow storage areas equal to at least 30 percent of the improved parking and pedestrian circulation areas unless an alternative method of snow management is approved. The project incorporates heated sidewalks, pedestrian circulation areas, and the underground parking garage access in lieu of on-site snow storage. Pursuant to KMC §17.96.060.H.4, heated parking and pedestrian circulation areas may be provided as an alternative to the required snow storage areas. Accordingly, the on-site snow storage requirement is not applicable to the proposed development.</p>	

17.96.060.H.2 - Snow Storage	Conformance
<i>Snow storage areas shall be provided on site.</i>	N/A
<p>Analysis: KMC §17.96.060.H.2 generally requires snow storage areas to be provided on site. The proposed development does not include designated on-site snow storage areas because all parking and pedestrian circulation areas are served by a heated snowmelt system. Pursuant to KMC §17.96.060.H.4, heated parking and pedestrian circulation areas may be provided in lieu of on-site snow storage. Accordingly, the on-site snow storage requirement is not applicable to the proposed development.</p>	

17.96.060.H.3 - Snow Storage	Conformance
<i>A designated snow storage area shall not have any dimension less than five feet and shall be a minimum of 25 square feet.</i>	N/A
<p>Analysis: This criterion establishes the minimum dimensional standards for designated on-site snow storage areas when such areas are required. Because the proposed development utilizes heated parking and pedestrian circulation areas in lieu of on-site snow storage pursuant to KMC §17.96.060.H.4, no designated snow storage areas are proposed. Accordingly, the minimum size and dimension requirements for snow storage areas are not applicable.</p>	

17.96.060.H.4 - Snow Storage	Conformance
<i>In lieu of providing snow storage areas, snowmelt and hauling of snow may be allowed.</i>	YES Conditions #3 & #4
<p>Pursuant to KMC §17.96.060.H.4, heated parking and pedestrian circulation areas may be provided in lieu of on-site snow storage. The proposed development incorporates a heated snowmelt system for the public sidewalk, pedestrian circulation areas, and driveway access in place of designated snow storage areas. The proposed snowmelt system is intended to maintain safe pedestrian and vehicular access while eliminating the need for on-site snow storage.</p>	

The Public Works Department and City Engineer have completed a preliminary review of the proposed snowmelt system. Prior to issuance of a building permit, the applicant shall demonstrate compliance with all applicable City engineering standards and right-of-way requirements through Conditions of Approval Nos. 3 and 4. This includes submission of final engineering plans, snowmelt system specifications, energy demand calculations, and issuance of a Right-of-Way Encroachment Permit for the portions of the snowmelt system located within the public right-of-way. Subject to Conditions of Approval Nos. 3 and 4, staff finds the proposal complies with KMC §17.96.060.H.4.

17.96.060.I.1 - Landscaping	Conformance
<i>Landscaping is required for all projects.</i>	YES
<p>Analysis: The project includes a comprehensive landscape plan prepared by a licensed landscape architect that incorporates landscaping throughout the development. Proposed improvements include street trees, ornamental trees, shrubs, native grasses, perennial plantings, landscaped planter beds, public plaza landscaping, and terrace plantings. Landscaping is integrated throughout the site to enhance the public realm, soften building edges, and complement the proposed architecture. Staff finds the proposal complies with KMC §17.96.060.I.1.</p>	

17.96.060.I.2 - Landscaping	Conformance
<i>Landscape materials and vegetation types specified shall be readily adaptable to a site's microclimate, soil conditions, orientation and aspect, and shall serve to enhance and complement the neighborhood and townscape.</i>	YES
<p>Analysis: The proposed landscape design utilizes a diverse palette of plant materials selected to complement the site's microclimate, topography, and architectural character. The landscape plan incorporates deciduous shade trees, ornamental trees, drought-tolerant shrubs, native grasses, and perennial plantings that are appropriate for Ketchum's climate and growing conditions. The proposed materials reinforce the project's natural design palette while providing seasonal interest, softening the building mass, and enhancing the pedestrian experience along Spruce Avenue. The terraced landscape improvements along the eastern hillside respond to the site's existing topography and provide an appropriate transition between the development and the adjoining open space. Staff finds the proposed landscaping enhances and complements both the surrounding neighborhood and the community townscape in accordance with KMC §17.96.060.I.2.</p>	

17.96.060.I.3 - Landscaping	Conformance
<i>All trees, shrubs, grasses and perennials shall be drought tolerant. Native species are recommended but not required.</i>	YES
<p>Analysis: The landscape plan specifies drought-tolerant trees, shrubs, grasses, and perennial plantings appropriate for the local climate. Native grasses are incorporated throughout the hillside restoration areas, and many of the proposed plant species are either</p>	

native or well adapted to the Wood River Valley's semi-arid growing conditions. The irrigation plan provides a drip irrigation system with automatic underground controls to promote efficient water use while supporting long-term plant health. Staff finds the proposed landscape plan complies with the intent of KMC §17.96.060.I.3.

17.96.060.I.4 - Landscaping	Conformance
<p><i>Landscaping shall provide a substantial buffer between land uses, including, but not limited to, structures, streets and parking lots. The development of landscaped public courtyards, including trees and shrubs where appropriate, shall be encouraged.</i></p>	<p>YES</p>
<p>Analysis: The proposed landscaping provides substantial buffering between the building, adjacent public streets, and neighboring properties while creating an attractive and pedestrian-oriented streetscape. Along the Spruce Avenue frontage, street trees, planter beds, landscaped walls, and ornamental plantings soften the building façade, define pedestrian spaces, and enhance the publicly accessible plaza. Landscape improvements also screen utility infrastructure and integrate site furnishings, including seating areas and bicycle parking, into the overall site design.</p> <p>Along the eastern portion of the property, terraced landscape areas, retaining walls, native grasses, shrubs, and trees provide a landscaped transition between the development and the adjoining Trail Creek hillside. Collectively, these landscape improvements establish functional buffers between land uses while creating high-quality public and private open spaces that complement the architecture and reinforce the project's relationship to the surrounding environment. Staff finds the proposal complies with KMC §17.96.060.I.4.</p>	

17.96.060.J.1 - Public Amenities	Conformance
<p><i>Where sidewalks are required, pedestrian amenities shall be installed. Amenities may include, but are not limited to, benches and other seating, kiosks, bus shelters, trash receptacles, restrooms, fountains, art, etc. All public amenities shall receive approval from the Public Works Department prior to design review approval from the Commission.</i></p>	<p>YES Condition #3</p>
<p>Analysis: The project provides a variety of pedestrian amenities integrated into the proposed streetscape and publicly accessible plaza along the Spruce Avenue frontage. As shown on the site and landscape plans, the proposal includes a public street bench within the Spruce Avenue right-of-way, additional seating within the publicly accessible plaza, bicycle parking, decorative paving, landscaped planter walls, street trees, pedestrian-scale lighting, and enhanced sidewalk improvements. Collectively, these amenities enhance the pedestrian experience, encourage public use of the streetscape and plaza, and contribute to the overall vitality of the public realm.</p> <p>The Public Works Department and City Engineer have completed a preliminary review of the proposed public amenities and associated right-of-way improvements. Final design and</p>	

installation of all public amenities located within the public right-of-way shall be subject to review and approval by the Public Works Department through the final civil engineering review required by Condition of Approval No. 3. Staff finds the proposal complies with KMC §17.96.060.J.1.

17.96.060.K.1 - Underground Encroachments	Conformance
<i>Encroachments of below grade structures into required setbacks are subject to subsection 17.128.020.K of this title and shall not conflict with any applicable easements, existing underground structures, sensitive ecological areas, soil stability, drainage, other sections of this Code or other regulating codes such as adopted International Code Council Codes, or other site features concerning health, safety, and welfare.</i>	N/A
<p>Analysis: This criterion applies only when below-grade structures are proposed to encroach into required setbacks. The proposed underground parking garage, foundations, and other below-grade improvements are contained entirely within the allowable building envelope and do not encroach into any required setbacks. Accordingly, the provisions of KMC §17.96.060.K.1 are not applicable.</p>	

17.96.060.K.2 - Underground Encroachments	Conformance
<i>No below grade structure shall be permitted to encroach into the riparian setback.</i>	N/A
<p>Analysis: This criterion prohibits below-grade structures from encroaching into a riparian setback. The subject property is not located within a designated riparian setback, and no below-grade encroachments into a riparian setback are proposed. Accordingly, KMC §17.96.060.K.2 is not applicable.</p>	

ANALYSIS REGARDING DESIGN REVIEW STANDARDS - COMMUNITY CORE

17.96.070.A.1 - Streets	Conformance
<i>Street trees, streetlights, street furnishings, and all other street improvements shall be installed or constructed as determined by the Public Works Department.</i>	YES Condition #3
<p>Analysis: The proposed development includes substantial streetscape improvements along the Spruce Avenue frontage, including new street trees, widened sidewalks, pedestrian seating, bicycle parking, landscaping, decorative paving, , and other associated public improvements. These improvements are integrated into the overall site design and are intended to enhance the pedestrian environment while complementing the surrounding streetscape. The Public Works Department and City Engineer have completed a preliminary review of the proposed street improvements and determined that they are capable of complying with applicable City standards. Pursuant to Condition of Approval No. 3, the applicant shall submit final civil drawings for review and approval by the Public Works</p>	

Department, City Engineer, Streets Department, and Planning Department prior to issuance of a building permit. Subject to Condition No. 3, staff finds the proposal complies with KMC §17.96.070.A.1.

17.96.070.A.2 - Streets	Conformance
<i>Street trees with a minimum caliper size of three inches, shall be placed in tree grates.</i>	YES Condition #3
<p>Analysis: The landscape plan proposes three (3) New Horizon elm street trees, each with a minimum caliper size of four (4) inches, along the Spruce Avenue frontage. The proposed trees exceed the minimum three-inch caliper requirement of KMC §17.96.070.A.2 and are shown within tree grates integrated into the public sidewalk. Final tree species, size, spacing, and installation details shall be reviewed and approved by the Public Works Department through the final civil engineering review required by Condition of Approval No. 3. Subject to Condition No. 3, staff finds the proposal complies with KMC §17.96.070.A.2.</p>	

17.96.070.A.3 - Streets	Conformance
<i>Due to site constraints, the requirements of this subsection A may be modified by the Public Works Department.</i>	N/A
<p>Analysis: This provision authorizes the Public Works Department to modify the street improvement requirements of KMC §17.96.070.A when warranted by site constraints. The applicant has not requested, and the Public Works Department has not approved, any modifications to the applicable street improvement standards. Accordingly, this provision is not applicable.</p>	

17.96.070.B.1 - Architectural	Conformance
<i>Facades facing a street or alley or located more than five feet from an interior side property line shall be designed with both solid surfaces and window openings to avoid the creation of blank walls and employ similar architectural elements, materials, and colors as the front facade.</i>	YES
<p>Analysis: The proposed building incorporates architectural treatment on all façades visible from public streets and adjoining properties. The Spruce Avenue, East 2nd Street, and east-facing elevations include a consistent composition of stone veneer, ThermoWood spruce cladding, zinc standing seam roofing, extensive glazing, recessed balconies, projecting bays, and articulated wall planes that avoid the appearance of blank walls. Window openings, material transitions, and architectural detailing are distributed throughout the building to provide visual interest and maintain continuity across all elevations.</p> <p>The side and rear façades employ architectural elements, materials, colors, and detailing that are consistent with the primary street-facing elevations, resulting in a cohesive architectural composition on all sides of the building. While staff has identified opportunities to further refine the roof composition, exterior material contrast, and chimney</p>	

articulation to reduce the perceived building mass, those considerations do not diminish the project's compliance with the requirement to provide consistent architectural treatment and avoid blank wall conditions. Staff finds the proposal complies with KMC §17.96.070.B.1.

17.96.070.B.2 - Architectural	Conformance
<i>For nonresidential portions of buildings, front building facades and facades fronting a pedestrian walkway shall be designed with ground floor storefront windows and doors with clear transparent glass. Landscaping planters shall be incorporated into facades fronting pedestrian walkways.</i>	N/A
<p>Analysis: This criterion applies only to nonresidential portions of buildings that front a public street or pedestrian walkway. The proposed development consists entirely of residential dwelling units and associated residential common areas. No commercial or other nonresidential uses are proposed. Accordingly, the storefront window, transparent glazing, and planter requirements of KMC §17.96.070.B.2 are not applicable.</p>	

17.96.070.B.3 - Architectural	Conformance
<i>For nonresidential portions of buildings, front facades shall be designed to not obscure views into windows.</i>	N/A
<p>Analysis: This criterion applies only to nonresidential building frontages and is intended to ensure that storefront windows remain visible from the public realm. The proposed development contains no nonresidential uses or commercial storefronts. Accordingly, KMC §17.96.070.B.3 is not applicable.</p>	

17.96.070.B.4 - Architectural	Conformance
<i>Roofing forms and materials shall be compatible with the overall style and character of the structure. Reflective materials are prohibited.</i>	YES
<p>Analysis: The proposed roofing design is generally compatible with the contemporary mountain architectural character of the building and incorporates quartz-zinc standing seam metal roofing throughout the development. The roofing material complements the project's overall palette of natural limestone, ThermoWood spruce cladding, and blackened steel accents, creating a cohesive architectural composition. The proposed roofing material has a matte finish and is not reflective, consistent with the requirements of KMC §17.96.070.B.4.</p> <p>While staff finds the proposed roofing material is appropriate, the overall roof composition presents opportunities for further refinement. The third floor is accommodated within a continuous roof form, with projecting bay elements extending above the primary roof plane. This configuration causes the upper portion of the building to read as a relatively continuous mass, limiting the degree to which the roof form reduces the perceived scale and bulk of the building. Staff also notes that additional articulation of the roof composition</p>	

and chimney elements could further strengthen the building's architectural character and better achieve the intent of the Design Review Standards.

On balance, staff finds the proposed roofing forms and materials are compatible with the overall style and character of the building and comply with KMC §17.96.070.B.4. However, staff recommends that the Commission consider whether refinement of the roof composition would improve the overall architectural expression of the project.

17.96.070.B.5 - Architectural	Conformance
<i>All pitched roofs shall be designed to sufficiently hold all snow with snow clips, gutters, and downspouts.</i>	YES
<p>Analysis: The proposed pitched roofs have been designed to manage snow accumulation and protect pedestrians from uncontrolled snow shedding. The architectural plans specify snow retention devices on the upper roof surfaces to retain snow and prevent it from sliding from the roof. In addition, the applicant has indicated that the primary gable roof over the main pedestrian entrance is oriented to direct snow away from the publicly accessible plaza and primary pedestrian circulation areas. The stepped roof configuration along the Spruce Avenue frontage further reduces the potential for snow to discharge onto the public sidewalk by directing any snow beyond the retention system onto the second-floor decks below.</p> <p>The roof drainage system incorporates gutters and downspouts designed to collect and convey roof runoff in a controlled manner. Collectively, these features provide an integrated roof drainage and snow management system that is compatible with the building's architectural design and intended to protect pedestrians and adjacent properties. Staff finds the proposal complies with KMC §17.96.070.B.5.</p>	

17.96.070.B.6 - Architectural	Conformance
<i>Roof overhangs shall not extend more than three feet over a public sidewalk. Roof overhangs that extend over the public sidewalk shall be approved by the Public Works Department.</i>	N/A
<p>Analysis: This criterion applies only to roof overhangs that project over a public sidewalk within the public right-of-way. The proposed building has been designed so that all roof overhangs are contained entirely within the subject property and do not project over the public sidewalk or into the public right-of-way. Accordingly, Public Works Department approval of roof overhang encroachments is not required, and this criterion is not applicable.</p>	

17.96.070.B.7 - Architectural	Conformance
<i>Front porches and stoops shall not be enclosed on the ground floor by permanent or temporary walls, windows, window screens, or plastic or fabric materials.</i>	N/A
<p>Analysis: This criterion applies only to ground-floor front porches and stoops. The proposed development does not include ground-floor front porches or stoops; instead, pedestrian access is provided through the primary building entrances, covered colonnade, and the publicly accessible plaza along the Spruce Avenue frontage. Accordingly, the restrictions on enclosing front porches and stoops are not applicable to the proposed development.</p>	

17.96.070.C.2 - Service Areas and Mechanical/Electrical Equipment	Conformance
<i>Roof and ground mounted mechanical and electrical equipment shall be fully screened from public view. Screening shall be compatible with the overall building design.</i>	YES Conditions #6 & #7
<p>Analysis: No roof-mounted mechanical or electrical equipment is proposed. Ground-mounted utility equipment associated with the development, including the proposed Idaho Power transformer, gas meter, and cable utility cabinet, has been incorporated into the site design. The transformer is proposed to be screened with a metal utility screen fence designed to complement the project's contemporary architectural character, while the gas meter and cable utility cabinet shall be relocated entirely onto private property in locations screened from public view.</p> <p>Pursuant to Conditions of Approval Nos. 6 and 7, the applicant shall revise the utility plans to relocate the gas meter and cable utility cabinet onto private property and shall revise the project plans to reflect the final approved location and screening of the Idaho Power transformer. The transformer screening shall comply with Idaho Power's clearance and operational requirements while remaining compatible with the overall building design. Subject to Conditions of Approval Nos. 6 and 7, staff finds the proposal complies with KMC §17.96.070.C.2.</p>	

17.96.070.C.1 - Service Areas and Mechanical/Electrical Equipment	Conformance
<i>Trash disposal areas and shipping and receiving areas shall be located within parking garages or to the rear of buildings. Trash disposal areas shall not be located within the public right-of-way and shall be screened from public views.</i>	YES

Analysis: The project provides a dedicated refuse and recycling room within the underground parking garage, where all solid waste and recycling containers will be stored entirely within the building envelope. The enclosed refuse storage area is fully screened from public view and is not located within the public right-of-way. No exterior trash enclosure, shipping area, or receiving area is proposed.

The applicant submitted a service letter from Clear Creek Disposal confirming that refuse and recycling collection can be accommodated using the proposed collection method. Containers will be transported from the enclosed refuse room to the street level by building staff on collection days and returned to the enclosed storage area following service. This approach eliminates the need for permanent outdoor refuse storage while maintaining efficient collection operations. Staff finds the proposal complies with KMC §17.96.070.C.1.

17.96.070.D.1 - Landscaping	Conformance
<i>When a healthy and mature tree is removed from a site, it shall be replaced with a new tree. Replacement trees may occur on or off site.</i>	YES

Analysis: During departmental review, staff requested that the applicant coordinate with the City Arborist to evaluate the existing trees proposed for removal and determine the number of trees qualifying as healthy and mature for mitigation purposes.

Following the City Arborist's site inspection, ten (10) existing trees were determined to require replacement. The revised landscape plan provides fourteen (14) new replacement trees, exceeding the minimum mitigation requirement established through the arborist review. The replacement trees are integrated throughout the site's landscape plan and contribute to the enhanced streetscape, publicly accessible plaza, and hillside landscape improvements. Staff finds the proposal complies with KMC §17.96.070.D.1.

17.96.070.D.2 - Landscaping	Conformance
<i>Trees that are placed within a courtyard, plaza, or pedestrian walkway shall be placed within tree wells that are covered by tree grates.</i>	N/A

Analysis: This criterion applies to trees installed within courtyards, plazas, or pedestrian walkways where tree wells and tree grates are necessary to protect pedestrian circulation. The proposed landscape plan does not include trees installed within paved pedestrian walkways or tree wells requiring tree grates. Instead, the proposed trees are located within landscaped planter beds, tree lawns, and other planted landscape areas throughout the site, including the publicly accessible plaza. Accordingly, the tree grate requirement of KMC §17.96.070.D.2 is not applicable.

17.96.070.D.3 - Landscaping	Conformance
<i>The City arborist shall approve all parking lot and replacement trees.</i>	YES
<p>Analysis: During departmental review, the applicant coordinated with the City Arborist to evaluate the existing trees proposed for removal and determine the required tree mitigation. Following the site inspection, the City Arborist determined that ten (10) existing healthy and mature trees required replacement. The revised landscape plan incorporates fourteen (14) replacement trees, exceeding the required mitigation. The proposed replacement tree species, sizes, and locations have been reviewed by the City Arborist and incorporated into the revised landscape plan. Staff finds the proposal complies with KMC §17.96.070.D.3.</p>	

17.96.070.E.1 - Surface Parking Lots	Conformance
<i>Surface parking lots shall be accessed from off the alley and shall be fully screened from the street.</i>	N/A
<p>Analysis: This criterion applies only to surface parking lots. The proposed development provides all required vehicle parking within an underground parking garage accessed from Spruce Avenue. No surface parking lot is proposed. Accordingly, the requirements governing access to and screening of surface parking lots are not applicable.</p>	

17.96.070.E.2 - Surface Parking Lots	Conformance
<i>Surface parking lots shall incorporate at least one tree and one additional tree per ten on site parking spaces. Trees shall be planted in landscaped planters, tree wells and/or diamond shaped planter boxes located between parking rows. Planter boxes shall be designed so as not to impair vision or site distance of the traveling public.</i>	N/A
<p>Analysis: This criterion establishes landscaping requirements for surface parking lots, including the provision of trees within landscaped planters, tree wells, or planter boxes. Because all project parking is located within an underground parking garage and no surface parking lot is proposed, these landscaping requirements are not applicable.</p>	

17.96.070.E.3 - Surface Parking Lots	Conformance
<i>Ground cover, low lying shrubs, and trees shall be planted within the planters and planter boxes. Tree grates or landscaping may be used in tree wells located within pedestrian walkways.</i>	N/A
<p>Analysis: This criterion applies to landscaping within planters, planter boxes, and tree wells serving surface parking lots. The proposed development does not include a surface parking lot; therefore, no parking lot planter areas or tree wells are proposed. Accordingly, the requirements of KMC §17.96.070.E.3 are not applicable.</p>	

17.96.070.F.1 - Bicycle Parking	Conformance
<p><i>One bicycle rack, able to accommodate at least two bicycles, shall be provided for every four parking spaces as required by the proposed use. At a minimum, one bicycle rack shall be required per development.</i></p>	<p>YES</p>
<p>Analysis: Pursuant to KMC §17.96.070.F.1, one bicycle rack capable of accommodating at least two bicycles is required for every four vehicle parking spaces required by the proposed use. The project requires six (6) vehicle parking spaces and therefore two (2) bicycle racks are required. The proposal provides four (4) bicycle racks with capacity for eight (8) bicycles, including two bicycle racks within the publicly accessible plaza and two bicycle racks within the Spruce Avenue public right-of-way adjacent to the proposed street bench. Accordingly, the project exceeds the minimum bicycle parking requirement and complies with KMC §17.96.070.F.1.</p>	

17.96.070.F.2 - Bicycle Parking	Conformance
<p><i>When the calculation of the required number of bicycle racks called for in this section results in a fractional number, a fraction equal to or greater than one-half shall be adjusted to the next highest whole number.</i></p>	<p>YES</p>
<p>Analysis: The bicycle parking requirement is based on six (6) required vehicle parking spaces, resulting in a requirement for two (2) bicycle racks. Because the calculation does not result in a fractional value, no rounding is necessary under KMC §17.96.070.F.2. The project provides four (4) bicycle racks, exceeding the minimum requirement.</p>	

17.96.070.F.3 - Bicycle Parking	Conformance
<p><i>Bicycle racks shall be clearly visible from the building entrance they serve and not mounted less than 50 feet from said entrance or as close as the nearest non-ADA parking space, whichever is closest. Bicycle racks shall be located to achieve unobstructed access from the public right-of-way and not in areas requiring access via stairways or other major obstacles.</i></p>	<p>YES</p>
<p>Analysis: The proposed bicycle racks are located within the publicly accessible plaza and along the Spruce Avenue frontage adjacent to the proposed street bench. These locations provide convenient, visible bicycle parking in close proximity to the primary pedestrian entrances and public plaza while maintaining unobstructed access from the public sidewalk. The bicycle racks are readily accessible without requiring users to traverse stairs or other physical barriers and are integrated into the project's overall pedestrian circulation system. Staff finds the proposal complies with KMC §17.96.070.F.3.</p>	

Attachment E3

Preliminary Plat Requirements

&

Condominium Subdivision

Standards Evaluation



**STAFF ANALYSIS
PRELIMINARY PLAT REQUIREMENTS & CONDOMINIUM SUBDIVISION
STANDARDS EVALUATION**

Preliminary Plat Review Criteria (LDC §16.07.080.A.1.d)		
Land Development Code Section	Preliminary Plat Review Criteria & Staff Analysis	
16.07.080.A.1.d(1)(A)	The Preliminary Plat is consistent with the Comprehensive Plan.	Conformance YES
Staff Analysis	<p>Unlike the Final Design Review application, which is evaluated under the 2014 Comprehensive Plan, the Condominium Subdivision Preliminary Plat is reviewed under the 2025 Comprehensive Plan and requires consideration of broader land use and community planning objectives in addition to compliance with the technical subdivision standards of the Land Development Code.</p> <p>As discussed in the Planning Context section, the 2025 Comprehensive Plan continues to support redevelopment, reinvestment, walkability, and high-quality urban design within the Community Core while placing greater emphasis on community housing, year-round economic resilience, retention of local-serving businesses and employment opportunities, and reinforcing downtown Ketchum as the City's primary commercial and civic center.</p> <p>The proposal advances several objectives of the 2025 Comprehensive Plan by reinvesting in an existing downtown property, providing three new residential ownership opportunities within walking distance of employment, parks, transit, and commercial services, and incorporating streetscape improvements that enhance the pedestrian environment and public realm.</p> <p>The proposal does not include community housing. Although it increases the City's housing inventory by adding three market-rate ownership units, it does not contribute to the Comprehensive Plan's objective of expanding community housing opportunities within the Community Core.</p> <p>The proposal also replaces an existing commercial building with a fully residential condominium development, eliminating existing commercial floor area and the employment opportunities historically associated with the site. As a result, the proposal presents a different relationship to Comprehensive Plan policies supporting commercial activity, active ground-floor uses, local-serving businesses, and a balanced mix of land uses within the Community Core.</p> <p>Staff's review indicates that the proposal complies with the applicable subdivision and development standards of the Land Development Code. The</p>	

	principal remaining considerations relate to the proposal's consistency with the broader policy direction established by the 2025 Comprehensive Plan. In making its recommendation to the City Council, the Commission should weigh the proposal's contribution to downtown reinvestment, housing, and public realm improvements together with the Plan's increased emphasis on community housing, economic vitality, commercial activity, and employment within the Community Core.	
16.07.080.A.1.d(1)(B)	The Preliminary Plat complies with the standards in Chapter 16.06, Subdivision.	Conformance YES
Staff Analysis	Compliance with the applicable subdivision design and development standards of Chapter 16.06 is evaluated in Table 2 of this staff report. As discussed therein, the proposed Condominium Subdivision Preliminary Plat satisfies the applicable requirements for subdivision design, access, circulation, utilities, public infrastructure, and development standards. Subject to the recommended conditions of approval, staff finds the Preliminary Plat complies with Chapter 16.06 of the Land Development Code.	
16.07.080.A.1.d(1)(C)	The Preliminary Plat complies with the applicable zoning district standards.	Conformance YES
Staff Analysis	As evaluated in the Zoning and Dimensional Standards section of this report, the proposed condominium development complies with the applicable use, dimensional, parking, bicycle parking, landscaping, lighting, and other zoning standards for property located within the CC-2 (Mixed-Use Subdistrict of the Community Core) Zone District. Staff finds the Preliminary Plat complies with the applicable zoning district standards.	
16.07.080.A.1.d(1)(D)	The Preliminary Plat complies with the use, dimensional, design, and development standards in this Code.	Conformance YES
Staff Analysis	Staff has evaluated the proposed development for compliance with the applicable use, dimensional, design review, subdivision, and development standards of the Land Development Code. Subject to the recommended conditions of approval, the proposal complies with the applicable provisions of the Code governing the proposed condominium subdivision and associated residential development. Staff therefore finds the Preliminary Plat complies with the applicable use, dimensional, design, and development standards of the Land Development Code.	
16.07.080.A.1.d(1)(E)	The Preliminary Plat provides a layout of lots, streets, blocks, driveways, utilities, drainage, and other public facilities and services designed to minimize the amount of disturbance to sensitive areas and/or community assets.	Conformance YES
Staff Analysis	The proposed Condominium Subdivision Preliminary Plat retains the existing parcel configuration while creating separate condominium ownership interests within a single building. Vehicular access is provided from an existing curb cut on Spruce Avenue, with all required parking located within an underground parking garage. The proposal includes upgraded sidewalks, landscaping, utilities, drainage facilities, bicycle parking, street trees, and other public infrastructure improvements designed to integrate with the existing urban environment while minimizing disturbance to surrounding public facilities and community assets. Subject to final engineering	

	review and approval pursuant to the recommended conditions of approval, staff finds the Preliminary Plat complies with this criterion.	
16.07.080.A.1.d(1)(F)	The Preliminary Plat provides evidence of public water and sewer system connections.	Conformance YES Condition #3
Staff Analysis	The project is located within an area served by existing municipal water and wastewater infrastructure. The applicant has demonstrated that the proposed development will connect to the City's public water and sewer systems, and the Water Division and Wastewater Division have reviewed the proposal during departmental review. Final utility plans and connection details shall be submitted for review and approval with the building permit application pursuant to Condition No. 3. Subject to that condition, staff finds the Preliminary Plat provides adequate evidence of public water and sewer system connections.	
16.07.080.A.1.d(1)(G)	The Preliminary Plat identifies and adequately mitigates known natural hazard areas.	Conformance YES
Staff Analysis	The subject property is a previously developed urban infill site within the Community Core and is not located within identified flood hazard, riparian, avalanche, or other mapped natural hazard areas. The proposal incorporates engineered stormwater management, drainage improvements, and other public infrastructure designed to address site-specific conditions. Staff finds the Preliminary Plat adequately identifies and mitigates known natural hazards consistent with the requirements of the Land Development Code.	

Development and Design Standards (LDC §16.06.050)		
Land Development Code Section	Development and Design Standards & Staff Analysis	
16.06.050.A Lot Requirements	<ol style="list-style-type: none"> 1. Lot size, width, depth, shape and orientation and minimum building setback lines shall be in compliance with the zoning district in which the property is located and compatible with the location of the subdivision and the type of development, and preserve solar access to adjacent properties and buildings. 2. Corner lots outside of the original Ketchum Townsite shall have a property line curve or corner of a minimum radius of 25 feet unless a longer radius is required to serve an existing or future use. 3. Side lot lines shall be within 20 degrees to a right angle or radial line to the street line. 4. Double frontage lots shall not be created. 5. Every lot in a subdivision shall have a minimum of 20 feet of frontage on a dedicated public street or legal access via an easement of 20 feet 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. 6. In the LR-1 District, the maximum density of a single development is one dwelling unit per acre of gross land area of less than 25 percent slope. 	Conformance YES
Staff Analysis	Although the proposed Condominium Subdivision establishes separate ownership interests rather than creating new fee-simple lots, the Preliminary Plat must nevertheless comply with the applicable subdivision and zoning standards of the	

	<p>Land Development Code. The proposed Condominium Subdivision Preliminary Plat does not create new lots or alter the existing parcel configuration. The development will remain on a single parcel within the CC-2 (Mixed-Use Subdistrict of the Community Core) Zone District, with individual ownership established through condominium interests rather than fee-simple lots.</p> <p>The existing parcel complies with the applicable zoning district requirements for lot size, dimensions, frontage, and orientation and provides adequate area to accommodate the proposed development, including required setbacks, access, utilities, parking, drainage, and other site improvements. The property has frontage along Spruce Avenue and is served by an existing public street. No double-frontage lots, irregular lot configurations, or subdivision design features requiring modification or exception are proposed.</p> <p>The property is not located within the LR-1 Zone District; therefore, the density provisions of KMC §16.06.050.A.6 are not applicable. Staff finds the proposed Condominium Subdivision Preliminary Plat complies with the applicable lot requirements of KMC §16.06.050.A.</p>		
<p>16.06.050.B Building Envelopes</p>	<table border="1"> <tr> <td data-bbox="440 821 1289 1801"> <ol style="list-style-type: none"> 1. Building envelopes shall be shown on preliminary and Final Plats when a proposed subdivision includes lot(s): <ol style="list-style-type: none"> a. In whole or in part, within the floodplain; b. That contain land with a slope in excess of 25 percent, based upon natural contours; or c. Create corner lots at the intersection of two or more streets. 2. The building envelopes shall be located in a manner designed to promote orderly and logical development of structures, minimize congestion of structures, and provide open space and solar access for each lot and structure. 3. 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. 4. Structures may only be built on buildable lots as defined in §16.08.020. Building envelopes shall be established outside of hillsides of 25 percent and greater and outside of the floodway. A Subdivision Exception to this standard may only be considered for the following: <ol style="list-style-type: none"> a. For parcels that are entirely within slopes of 25 percent or greater to create a reasonable building envelope, provided the Mountain Overlay District standards and all other City requirements are met. b. For small encroachments into or over isolated pockets of land with a slope of 25 percent or greater that are found to be in compliance with the purposes and standards of the Mountain Overlay District and this section. </td> <td data-bbox="1289 821 1487 1801"> <p>Conformance N/A</p> </td> </tr> </table>	<ol style="list-style-type: none"> 1. Building envelopes shall be shown on preliminary and Final Plats when a proposed subdivision includes lot(s): <ol style="list-style-type: none"> a. In whole or in part, within the floodplain; b. That contain land with a slope in excess of 25 percent, based upon natural contours; or c. Create corner lots at the intersection of two or more streets. 2. The building envelopes shall be located in a manner designed to promote orderly and logical development of structures, minimize congestion of structures, and provide open space and solar access for each lot and structure. 3. 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. 4. Structures may only be built on buildable lots as defined in §16.08.020. Building envelopes shall be established outside of hillsides of 25 percent and greater and outside of the floodway. A Subdivision Exception to this standard may only be considered for the following: <ol style="list-style-type: none"> a. For parcels that are entirely within slopes of 25 percent or greater to create a reasonable building envelope, provided the Mountain Overlay District standards and all other City requirements are met. b. For small encroachments into or over isolated pockets of land with a slope of 25 percent or greater that are found to be in compliance with the purposes and standards of the Mountain Overlay District and this section. 	<p>Conformance N/A</p>
<ol style="list-style-type: none"> 1. Building envelopes shall be shown on preliminary and Final Plats when a proposed subdivision includes lot(s): <ol style="list-style-type: none"> a. In whole or in part, within the floodplain; b. That contain land with a slope in excess of 25 percent, based upon natural contours; or c. Create corner lots at the intersection of two or more streets. 2. The building envelopes shall be located in a manner designed to promote orderly and logical development of structures, minimize congestion of structures, and provide open space and solar access for each lot and structure. 3. 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. 4. Structures may only be built on buildable lots as defined in §16.08.020. Building envelopes shall be established outside of hillsides of 25 percent and greater and outside of the floodway. A Subdivision Exception to this standard may only be considered for the following: <ol style="list-style-type: none"> a. For parcels that are entirely within slopes of 25 percent or greater to create a reasonable building envelope, provided the Mountain Overlay District standards and all other City requirements are met. b. For small encroachments into or over isolated pockets of land with a slope of 25 percent or greater that are found to be in compliance with the purposes and standards of the Mountain Overlay District and this section. 	<p>Conformance N/A</p>		
<p>Staff Analysis</p>	<p>Building envelopes are required only for preliminary and final plats that create lots containing floodplain areas, slopes exceeding 25 percent, or corner lots at the</p>		

	<p>intersection of two or more streets. The proposed Condominium Subdivision Preliminary Plat does not create new fee-simple lots or modify the existing parcel configuration. The subject property is a previously developed urban infill site within the Community Core and is not located within a mapped floodplain or on slopes exceeding 25 percent. Accordingly, building envelopes are not required, and the provisions of KMC §16.06.050.B are not applicable.</p>	
<p>16.06.050.C Block Requirements</p>	<p>The length, width, and shape of blocks within a proposed subdivision shall conform to the following requirements:</p> <ol style="list-style-type: none"> 1. No block shall be longer than 1,200 feet, nor less than 400 feet between the street intersections, and shall have sufficient depth to provide for two tiers of lots. 2. Blocks shall be laid out in such a manner as to comply with the lot requirements. 3. The layout of blocks shall take into consideration the natural topography of the land to promote access within the subdivision and minimize cuts and fills for roads and minimize adverse impact on environment, watercourses, and topographical features. 4. Except in the original Ketchum Townsite, corner lots shall contain a building envelope outside of a 75-foot radius from the intersection of the streets. 	<p>Conformance N/A</p>
<p>Staff Analysis</p>	<p>The block requirements of KMC §16.06.050.C are intended to govern the layout of new blocks created through traditional land subdivisions, including block length, width, configuration, and their relationship to streets, lots, and topography. The proposed Condominium Subdivision Preliminary Plat does not create new blocks, public streets, or fee-simple lots, nor does it alter the existing street network or parcel configuration. The project is located on a previously developed urban infill site within the original Ketchum Townsite, where the existing block pattern has already been established. Accordingly, the block requirements of KMC §16.06.050.C are not applicable.</p>	
<p>16.06.050.D Street Improvement Requirements</p>	<ol style="list-style-type: none"> 1. The arrangement, character, extent, width, grade, and location of all streets put in the proposed subdivision shall be considered in their relation to existing and planned streets, topography, public convenience and safety, and the proposed uses of the land; 2. All streets shall be constructed to meet or exceed the criteria and standards set forth in §16.04.020, <i>Access, Connectivity, and Circulation</i>, 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; 3. Where a subdivision abuts or contains an existing or proposed arterial street, railroad, or limited access highway right-of-way, the City Council may require a frontage street, planting strip, or similar design features; 4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods; 5. Street grades shall not be less than three-tenths percent and not more than seven percent so as to provide safe movement of traffic and emergency vehicles in all weather and to provide for adequate drainage and snow plowing; 	<p>Conformance YES Condition #3</p>

	<ol style="list-style-type: none"> 6. In general, partial dedications shall not be permitted, however, the City 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; 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 lots, a temporary turnaround easement shall be provided, and the easement shall revert to the adjacent lots when the street is extended; 8. Where any street deflects an angle of ten degrees or more, a connecting curve shall be required having a minimum centerline radius of 300 feet for arterial and collector streets, and 125 feet for minor streets; 9. Streets with centerline offsets of less than 125 feet shall be prohibited; 10. A tangent of at least 100 feet long shall be introduced between reverse curves on arterial and collector streets; 11. Proposed streets that are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the County Assessor's Office before submitting same to City Council for Preliminary Plat approval; 12. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills; 13. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets; 14. 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; 15. Street lighting may be required consistent with adopted City standards and where designated shall be installed by the subdivider as a requirement improvement; 16. Private streets may be allowed upon recommendation by the Planning and Zoning Commission and approval by the City Council. Private streets shall be constructed to meet the design standards specified in §16.06.050.D.2, and §16.04.020, Access, Connectivity, and Circulation; 17. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the Streets 	
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	<p>Department and shall be consistent with the type and design of existing street signs elsewhere in the city;</p> <p>18. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic that 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 pursuant to adopted standard specifications;</p> <p>19. Sidewalks, curbs, and gutters shall be a required improvement installed by the subdivider in compliance with adopted City standards; and</p> <p>20. No new public or private streets or flag lots associated with a proposed subdivision are permitted to be developed on parcels within the Avalanche Overlay District.</p>	
Staff Analysis	<p>The proposed Condominium Subdivision Preliminary Plat utilizes the existing public street network and does not create or dedicate any new public or private streets. Vehicular access will continue to be provided from the existing curb cut on Spruce Avenue, and the project includes substantial frontage improvements, including new sidewalks, curb and gutter, street trees, landscaping, bicycle parking, pedestrian amenities, utilities, drainage facilities, and other public infrastructure improvements consistent with applicable City standards.</p> <p>The Public Works Department, City Engineer, Streets Department, Water Division, and Wastewater Division have completed a preliminary review of the proposed street and public infrastructure improvements. Pursuant to Condition of Approval No. 3, the applicant shall submit final civil drawings demonstrating compliance with all applicable City engineering, utility, drainage, and right-of-way standards prior to issuance of a building permit.</p> <p>Because the proposal does not establish new streets, modify the existing street network, create new blocks, dedicate additional street rights-of-way, construct bridges, or develop property within the Avalanche Overlay District, the remaining provisions of KMC §16.06.050.D governing the design of new subdivision streets are not applicable. Subject to Condition of Approval No. 3, staff finds the proposed Condominium Subdivision Preliminary Plat complies with the applicable street improvement requirements of KMC §16.06.050.D.</p>	
16.06.050.E Alley Improvement Requirements	<ol style="list-style-type: none"> 1. Alleys shall be provided in Mixed-Use districts. 2. The width of an alley shall be not less than 20 feet. 3. Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. 4. Dead end alleys shall be permitted only within the original Ketchum Townsite and only after due consideration of the interests of the owners of property adjacent to the dead end alley including, but not limited to, the provision of fire protection, snow removal and trash collection services to such properties. 	Conformance N/A

	<p>5. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in §16.06.050.D.2.</p>	
<p>Staff Analysis</p>	<p>The alley improvement requirements of KMC §16.06.050.E apply to subdivisions that are served by or adjacent to an alley. The proposed Condominium Subdivision Preliminary Plat neither creates nor modifies an alley, and the subject property is not adjacent to an alley. Accordingly, the alley design and improvement requirements of KMC §16.06.050.E are not applicable to this application.</p>	
<p>16.06.050.F Required Easements</p>	<p>Easements, as set forth in this section, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands.</p> <ol style="list-style-type: none"> 1. A public utility easement at least ten feet in width shall be required within the street right-of-way boundaries of all private streets. A public utility easement at least five feet 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. 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. 3. All subdivisions that border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten-foot fish and nature study easement along the riverbank. Furthermore, the City 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 that runs through the proposed subdivision. 4. All subdivisions that border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a 25-foot 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. 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. 6. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar 	<p>Conformance YES Condition #3</p>

	easements shall be dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the city.	
Staff Analysis	<p>The proposed Condominium Subdivision Preliminary Plat does not create new public streets, waterways, or irrigation facilities requiring the dedication of utility, drainage, scenic, fish and wildlife, or nonvehicular transportation easements. The subject property does not border the Big Wood River, Trail Creek, or Warm Springs Creek, and no watercourses, drainageways, or irrigation conveyances traverse the site.</p> <p>The project will be served by existing public utility infrastructure, and any utility easements determined necessary by the City Engineer or utility providers to serve the development shall be provided as part of the final engineering and platting process. Final utility plans and any required easements shall be reviewed and approved by the Public Works Department, City Engineer, Water Division, and Wastewater Division pursuant to Condition of Approval No. 3.</p> <p>Accordingly, staff finds the proposed Condominium Subdivision Preliminary Plat complies with the applicable easement requirements of KMC §16.06.050.F.</p>	
16.06.050.G Sanitary Sewage Disposal Requirements	<ol style="list-style-type: none"> 1. Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum Sewage Treatment System as a required improvement by the subdivider. 2. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the City Engineer, City Council, and the Idaho Department of Health and Welfare prior to Final Plat approval. 3. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal pursuant to the requirements of the Idaho Department of Health and Welfare 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 that it deems necessary to protect public health, safety, and welfare. 	Conformance YES Condition #3
Staff Analysis	<p>The proposed Condominium Subdivision Preliminary Plat will be served by the existing City sanitary sewer system. The applicant has demonstrated that the development will connect to the municipal wastewater system, and the Wastewater Division has completed a preliminary review of the proposed utility improvements. Pursuant to Condition of Approval No. 3, the applicant shall submit final civil drawings and utility plans for review and approval by the Public Works Department, City Engineer, and Wastewater Division prior to issuance of a building permit. Subject to Condition of Approval No. 3 and all applicable City and State permitting requirements, staff finds the proposed Condominium Subdivision Preliminary Plat complies with the sanitary sewage disposal requirements of KMC §16.06.050.G.</p>	
16.06.050.H Water System Improvements	<ol style="list-style-type: none"> 1. A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement. 2. The subdivider shall also be required to locate and install an adequate number of fire hydrants within the proposed subdivision 	Conformance YES Condition #3

	<p>according to specifications and requirements of the City under the supervision of the Fire Department and other regulatory agencies having jurisdiction.</p> <p>3. 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.</p> <p>4. All water systems shall be connected to the municipal water system and shall meet the standards of the following agencies: Idaho Department of Health and Welfare, Idaho Survey and Rating Bureau, District Sanitarian, Idaho State Public Utilities Commission, Idaho Department of Reclamation, and all requirements of the City.</p>	
Staff Analysis	<p>The proposed Condominium Subdivision Preliminary Plat will be served by the existing municipal water system. The project includes improvements to the public water infrastructure, including relocation of an existing fire hydrant and connection to the City's domestic water system. The Water Division has completed a preliminary review of the proposed utility improvements and determined they are capable of complying with applicable City standards.</p> <p>Pursuant to Condition of Approval No. 3, the applicant shall submit final civil drawings and utility plans for review and approval by the Public Works Department, City Engineer, Water Division, and Fire Department, as applicable, prior to issuance of a building permit. Final utility plans shall demonstrate adequate domestic water service, fire flow, fire hydrant placement, and compliance with all applicable City standards and agency requirements. Subject to Condition of Approval No. 3, staff finds the proposed Condominium Subdivision Preliminary Plat complies with the water system improvement requirements of KMC §16.06.050.H.</p>	
16.06.050.I Planting Strip Improvements	<ol style="list-style-type: none"> 1. Planting strips shall be required improvements to screen the view of incompatible features for the following: <ol style="list-style-type: none"> a. When a predominantly residential subdivision is proposed for land adjoining incompatible uses or features such as highways, railroads, commercial or LI districts or off-street parking areas; and b. Along the boundary line of lots adjacent to arterial streets or incompatible zoning districts. 2. 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; 3. All planting strips shall be located within an easement granted to the City and recorded in the office of the Blaine County Recorder prior to or in conjunction with recordation of the Final Plat. 4. The subdivider shall submit a landscaping plan for such planting strip with the Preliminary Plat application. 	Conformance N/A
Staff Analysis	<p>The planting strip requirements of KMC §16.06.050.I apply to subdivisions requiring perimeter landscape buffers, reserve planting strips controlling access to public streets, or planting strip easements associated with incompatible adjoining land uses. The proposed Condominium Subdivision Preliminary Plat does not create a</p>	

	<p>new residential subdivision adjacent to incompatible land uses, establish reserve planting strips, or require the dedication of planting strip easements.</p> <p>The project includes a comprehensive landscape plan incorporating street trees, landscaped planter beds, publicly accessible open space, and streetscape improvements; however, these improvements are reviewed under the applicable Design Review and landscaping standards of the Land Development Code rather than the planting strip requirements of KMC §16.06.050.I. Accordingly, the provisions of this section are not applicable to the proposed Condominium Subdivision Preliminary Plat.</p>		
<p>16.06.050.J Cuts, Fills, and Grading Improvements</p>	<table border="1"> <tr> <td data-bbox="440 541 1287 1797"> <ol style="list-style-type: none"> 1. 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. 2. Areas within a subdivision that 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. 3. 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. 4. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability. 5. Fills shall be compacted to at least 95 percent of maximum density as determined by AASHO T-99 (American Association of State Highway Officials) and ASTM D698 (American Standard Testing Methods). 6. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability. 7. 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 12 feet horizontally of the top and existing or planned cut slope. 8. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet, plus one-fifth of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet; tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet, plus one-fifth of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures. </td> <td data-bbox="1287 541 1487 1797"> <p>Conformance YES Condition #3</p> </td> </tr> </table>	<ol style="list-style-type: none"> 1. 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. 2. Areas within a subdivision that 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. 3. 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. 4. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability. 5. Fills shall be compacted to at least 95 percent of maximum density as determined by AASHO T-99 (American Association of State Highway Officials) and ASTM D698 (American Standard Testing Methods). 6. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability. 7. 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 12 feet horizontally of the top and existing or planned cut slope. 8. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet, plus one-fifth of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet; tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet, plus one-fifth 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>Conformance YES Condition #3</p>
<ol style="list-style-type: none"> 1. 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. 2. Areas within a subdivision that 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. 3. 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. 4. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability. 5. Fills shall be compacted to at least 95 percent of maximum density as determined by AASHO T-99 (American Association of State Highway Officials) and ASTM D698 (American Standard Testing Methods). 6. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability. 7. 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 12 feet horizontally of the top and existing or planned cut slope. 8. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet, plus one-fifth of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet; tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet, plus one-fifth 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>Conformance YES Condition #3</p>		
<p>Staff Analysis</p>	<p>The proposed Condominium Subdivision Preliminary Plat is located on a previously developed urban infill site and includes grading associated with</p>		

	<p>construction of the underground parking garage, building foundations, utilities, drainage facilities, sidewalks, and other site improvements. The grading plan has been designed to accommodate the proposed development while integrating with the surrounding streets and existing grades.</p> <p>The Public Works Department and City Engineer have completed a preliminary review of the proposed grading and drainage improvements and determined they are capable of complying with applicable City standards. Pursuant to Condition of Approval No. 3, the applicant shall submit final civil drawings and grading plans prepared by an engineer licensed in the State of Idaho for review and approval prior to issuance of a building permit. Final plans shall demonstrate compliance with applicable grading, drainage, erosion control, slope stabilization, revegetation, and soil compaction requirements, as well as all applicable City engineering standards.</p> <p>The subject property does not contain significant natural slopes, geologic hazards, or other site constraints requiring allocation of open space under this section. Subject to Condition of Approval No. 3, staff finds the proposed Condominium Subdivision Preliminary Plat complies with the applicable cuts, fills, and grading improvement requirements of KMC §16.06.050.J.</p>		
<p>16.06.050.K Drainage Improvements</p>	<table border="1"> <tr> <td data-bbox="440 953 1287 1423"> <ol style="list-style-type: none"> 1. 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. 2. 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. 3. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. 4. 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. </td> <td data-bbox="1287 953 1487 1423"> <p>Conformance YES Condition #3</p> </td> </tr> </table>	<ol style="list-style-type: none"> 1. 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. 2. 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. 3. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. 4. 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>Conformance YES Condition #3</p>
<ol style="list-style-type: none"> 1. 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. 2. 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. 3. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. 4. 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>Conformance YES Condition #3</p>		
<p>Staff Analysis</p>	<p>The proposed Condominium Subdivision Preliminary Plat includes a comprehensive stormwater management system designed to accommodate runoff from the proposed development and associated public improvements. As shown on the preliminary civil plans, stormwater will be collected and conveyed through an integrated system of catch basins, roof drains, piping, and on-site drywells to retain stormwater on-site in accordance with applicable City requirements.</p> <p>The subject property does not contain a natural drainage course requiring dedication of a drainage easement or preservation under this section. The proposed drainage system has been reviewed preliminarily by the Public Works Department, City Engineer, and Streets Department and is capable of complying with applicable City standards.</p>		

	Pursuant to Condition of Approval No. 3, the applicant shall submit final civil drawings demonstrating compliance with all applicable stormwater management, drainage, utility, and public infrastructure requirements, including final drainage calculations, roof drain locations and connections, drainage structures, and any required culverts or associated improvements. Subject to Condition of Approval No. 3, staff finds the proposed Condominium Subdivision Preliminary Plat complies with the applicable drainage improvement requirements of KMC §16.06.050.K.	
16.06.050.L Utilities	In addition to the terms mentioned in this section, all utilities including, but not limited to, electricity, natural gas, telephone, and cable services shall be installed underground as a required improvement by the subdivider. Adequate provision for expansion of such services within the subdivision or to adjacent lands including installation of conduit pipe across and underneath streets shall be installed by the subdivider prior to construction of street improvements.	Conformance YES Condition #3
Staff Analysis	<p>The proposed Condominium Subdivision Preliminary Plat will be served by existing municipal and franchise utility services, including water, wastewater, electricity, natural gas, telecommunications, and cable. The project proposes underground utility installations and associated utility improvements necessary to serve the development, including coordination with Idaho Power and other utility providers.</p> <p>The Public Works Department, City Engineer, Water Division, Wastewater Division, and applicable utility providers have completed a preliminary review of the proposed utility improvements. Pursuant to Condition of Approval No. 3, the applicant shall submit final civil drawings and utility plans prepared by an engineer licensed in the State of Idaho demonstrating compliance with all applicable City standards, utility provider requirements, and underground utility installation requirements prior to issuance of a building permit. The final utility plans shall also provide for the orderly extension and maintenance of utility services, as applicable.</p> <p>Subject to Condition of Approval No. 3, staff finds the proposed Condominium Subdivision Preliminary Plat complies with the utility improvement requirements of KMC §16.06.050.L.</p>	
16.06.050.M Off-Site Improvements	Where the off-site impact of a proposed subdivision is found by the Planning and Zoning Commission or City Council to create substantial additional traffic, improvements to alleviate that impact may be required of the subdivider prior to Final Plat approval, including, but not limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities.	Conformance YES Condition #3
Staff Analysis	<p>The proposed Condominium Subdivision Preliminary Plat is located within the developed Community Core and is served by existing public streets, utilities, and municipal infrastructure. The project includes frontage improvements, sidewalks, streetscape enhancements, utility upgrades, and other public infrastructure improvements necessary to serve the development. The Public Works Department, City Engineer, Water Division, Wastewater Division, and Streets Department have completed a preliminary review of the proposal and have not identified the need for additional off-site transportation or utility capacity improvements beyond those incorporated into the project plans.</p> <p>Pursuant to Condition of Approval No. 3, the applicant shall submit final civil drawings demonstrating compliance with all applicable engineering and public infrastructure requirements prior to issuance of a building permit. Subject to</p>	

	Condition of Approval No. 3, staff finds the proposed Condominium Subdivision Preliminary Plat will not create off-site impacts requiring additional roadway, bridge, intersection, water, wastewater, or other public facility improvements beyond those identified in the approved plans and therefore complies with KMC §16.06.050.M.	
16.06.050.N Avalanche and Mountain Overlay	All improvements and subdivisions created pursuant to this chapter shall comply with Avalanche Overlay district and Mountain Overlay district requirements as set forth §16.02.060.D.	Conformance N/A
Staff Analysis	KMC §16.06.050.N requires subdivisions located within the Avalanche Overlay District or Mountain Overlay District to comply with the applicable overlay district standards. The subject property is located within the CC-2 (Mixed-Use Subdistrict of the Community Core) Zone District and is not located within either the Avalanche Overlay District or the Mountain Overlay District. Accordingly, the overlay district requirements of KMC §16.06.050.N are not applicable to the proposed Condominium Subdivision Preliminary Plat.	
16.06.050.O Natural Feature Preservation	<ol style="list-style-type: none"> 1. Existing natural features that 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. 2. Preserved natural features shall be located within an easement granted to the City and recorded in the office of the Blaine County Recorder prior to or in conjunction with recordation of the Final Plat. 	Conformance YES
Staff Analysis	The subject property is a previously developed urban infill site within the Community Core and does not contain significant natural features such as watercourses, rock outcroppings, or native shrub masses requiring preservation through subdivision design. Existing site vegetation was evaluated during departmental review in coordination with the City Arborist to identify healthy and mature trees suitable for preservation and determine the required tree mitigation. The proposed development preserves existing landscape features where practicable and incorporates a comprehensive landscape plan that includes replacement trees, street trees, native and drought-tolerant plantings, landscaped planter beds, and a publicly accessible plaza that enhances the site's urban character. The revised landscape plan provides fourteen (14) replacement trees, exceeding the mitigation required by the City Arborist. Because no natural features requiring permanent protection are proposed to be preserved through easement, no natural feature preservation easements are required. Staff finds the proposed Condominium Subdivision Preliminary Plat complies with the natural feature preservation requirements of KMC §16.06.050.O.	

Attachment F

Recommended

Conditions of Approval



THE BITTERROOT RECOMMENDED CONDITIONS OF APPROVAL

Design Review

1. Development shall substantially conform to the plans and materials approved by the Planning and Zoning Commission on **July 1, 2026**, as included in **Exhibit A**, except as otherwise modified by these conditions of approval or subsequently approved by the Planning and Zoning Commission or Administrator in accordance with the Ketchum Municipal Code. Any proposed modifications shall comply with the applicable procedures for amendments to an approved Design Review application.
2. The Design Review approval is subject to Condominium Subdivision Preliminary Plat Application File No. P26-012.
3. Prior to issuance of a building permit, the applicant shall submit final civil drawings prepared by an engineer licensed in the State of Idaho demonstrating compliance with all applicable City engineering and public infrastructure requirements. The final civil drawings shall be subject to review and approval by the Public Works Department, City Engineer, Planning Department, Streets Department, Water Division, and Wastewater Division. At a minimum, the drawings shall include all required right-of-way improvements, sidewalks, alley improvements, utilities, grading, stormwater and drainage facilities (including roof drain locations and connections to the on-site stormwater management system), and other associated public infrastructure necessary to demonstrate compliance with applicable City standards.
4. Prior to issuance of a building permit, the applicant shall obtain a Right-of-Way Encroachment Permit for the proposed snowmelt system located within the public right-of-way. Compliance shall be demonstrated by submitting:
 - Snowmelt system specifications and construction details demonstrating compliance with applicable City standards;
 - Engineering or installation plans identifying the location, layout, and extent of the system within the public right-of-way;
 - Energy demand calculations for the proposed system; and
 - Payment of the applicable one-time right-of-way usage fee based on the total energy demand of the system.

The applicant shall demonstrate compliance with all applicable City requirements governing the design, installation, operation, and maintenance of the snowmelt system prior to issuance of the Right-of-Way Encroachment Permit.

5. Prior to issuance of a building permit, the applicant shall revise the steel trellis planter located within the Spruce Avenue public right-of-way to provide and maintain a minimum unobstructed pedestrian clear width of six (6) feet between the relocated fire hydrant and the planter, subject to review and approval by the City Engineer. The planter, trellis, and associated creeping vines shall be included within the required Right-of-Way Encroachment Agreement for ongoing maintenance by the property owner.
6. Prior to issuance of a building permit, the applicant shall revise the utility plans to relocate the existing gas meter and cable utility cabinet entirely onto private property

in locations that are fully screened from public view. No portion of the utility equipment shall encroach into the Spruce Avenue public right-of-way unless otherwise specifically authorized by the City.

7. Prior to issuance of a building permit, the applicant shall revise the project plans to reflect the final approved location and configuration of the proposed Idaho Power transformer within the Spruce Avenue public right-of-way near the southeast corner of the site. The proposed metal utility screen fence shall comply with Idaho Power's required clearance, access, and operational standards. Installation of the transformer within the public right-of-way shall be subject to Idaho Power obtaining all required City right-of-way encroachment permits and approvals.
8. This Design Review approval shall remain valid for **twelve (12) months** from the date the Findings of Fact, Conclusions of Law, and Decision become effective, unless extended in accordance with former KMC §17.96.090.
9. The applicant shall comply with all applicable local, state, and federal laws, regulations, permits, and agency requirements. Compliance with these conditions of approval does not relieve the applicant of the responsibility to obtain any other permits or approvals required by law.

Condominium Subdivision Preliminary Plat

1. The Condominium Subdivision Preliminary Plat approval is subject to Design Review Application File No. P26-010.
2. The applicant shall demonstrate compliance with Chapter 16.07 of the Land Development Code by recording the Final Plat within **two (2) years** of City Council approval of the Preliminary Plat, unless an extension is granted in accordance with the Land Development Code. Failure to timely record the Final Plat shall cause the Preliminary Plat approval to become null and void.

Attachment G

Public Comment

200 N Spruce

From Sanborn, Reid <reid.sanborn@evrealestate.com>

Date Mon 6/15/2026 2:39 PM

To Daniel Hollis <daniel@hp-architects.com>; Peter Seidner <peterjseidner@gmail.com>; Riley Buck <riley@pcgidaho.com>; Christian Thomas <christian@christianthomasinc.com>

Note from Jed and Alex below.

Reid

----- Forwarded message -----

From: **Jed Gray** <jed@svassociates.com>

Date: Mon, Jun 15, 2026 at 2:23 PM

Subject: RE: 200 N Spruce

To: Sanborn, Reid <reid.sanborn@evrealestate.com>, Alex Higgins <alex@svassociates.com>

Hello Reid, Alex and I want to thank you for the time you put in to bring us up to speed on your Bitterroot project. We both think it is a very attractive building and a pleasant change from a box type with seem to be the current trend in Ketchum. We appreciate that you have met with neighbors and adopted changes to try and accommodate their concerns. We will work with you as much as possible during the construction period and look forward to your completion of the project. Jed Gray

--

Thank you,

Reid Sanborn, MBA

Associate Broker & Partner

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FOR YOUR PROTECTION, due to the increased possibility of fraudulent interception of electronic communications, we recommend you verify wire instructions by phone prior to initiating wired funds. Do not use any contact details provided in the email you received for your verification.



May 12, 2026
Via email

Daniel Hollis
Hollis Partners Architects
PO Box 1769
Sun Valley, Idaho 83353
daniel@hp-architects.com

Re: Bitterroot Square Project

Dear Mr. Hollis,

On Behalf of St. Thomas Episcopal Church, I would like to thank you for meeting with us on April 29 and sharing your latest designs for the Bitterroot Square Project. We are very pleased with the reduced mass of the project and especially with the thoughtful creation of the much larger landscape buffer between your project and our property. The sloped roofs and reducing the overall bulk have greatly enhanced the project and we feel that it will be an attractive addition to the neighborhood. We applaud the designers and owners for their restraint with this project.

Sincerely,

Jonah Kendall, Rector
St. Thomas Episcopal Church
P.O. Box 1070
Sun Valley, ID 83353
jkendall@stthomassv.org



ADDRESS

201 Sun Valley Road
PO Box 1070 • Sun Valley ID, 83353



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