



**City of Ketchum  
Planning & Building**

**STAFF REPORT  
KETCHUM PLANNING AND ZONING COMMISSION  
MEETING OF MAY 24<sup>th</sup>, 2022**

**PROJECT:** 1<sup>st</sup> & Sun Valley Office Building

**APPLICATION TYPES:** Design Review & Condominium Subdivision Preliminary Plat

**FILE NUMBERS:** P21-100 & P22-019

**ARCHITECT:** Scott Payne, Farmer Payne Architects

**DEVELOPER:** Reid Sanborn

**PROPERTY OWNER:** 131 E Sun Valley Rd LLC

**LOCATION:** 131 E Sun Valley Road (Ketchum Townsite: Block 37: Lot 8)

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

**OVERLAY:** None

**NOTICE:** A public hearing notice for the project was mailed to all owners of property within 300 feet of the project site and all political subdivisions on May 4<sup>th</sup>, 2022. The public hearing notice was published in the Idaho Mountain Express the on May 4<sup>th</sup>, 2022. A notice was posted on the City's website on May 4<sup>th</sup>, 2022. The public hearing notice was posted on the project site on May 17<sup>th</sup>, 2022.

**PROPOSED 1<sup>ST</sup> & SUN VALLEY OFFICE BUILDING**

The 1<sup>st</sup> & Sun Valley Office Building project proposes to develop a new three-story commercial office building at the northeast corner of 1<sup>st</sup> Avenue and Sun Valley Road within the Mixed-Use Subdistrict of the Community Core (CC-2 Zone). The office building will be proposed to be subdivided into 5 condominium units for business tenants. 7 parking spaces—6 in the tandem configuration and 1 ADA space—are provided on site within a semi-enclosed surface parking area accessed from the block 37 alley. The project plans are attached as Exhibit A to the Staff Report.

**ASSOCIATED APPLICATIONS & REVIEW PROCESS**

The project is subject to Design Review pursuant to Ketchum Municipal Code §17.96.010.A1 for the development of the new commercial building. The Planning and Zoning Commission has the authority to review and approve the applicant's Design Review application pursuant to Ketchum Municipal Code §17.96.030.B. With the City's recent adoption of Ordinance No. 1231, Pre-Application Design Review is

no longer required for a project of this scale. Pre-Application Design Review is now only required for new developments with four or more stories and all new developments on a lot or lots totaling 11,000 square feet (KMC §17.96.010.C1). This project is on a 5,500-square-foot Ketchum Townsite lot and does not contain a fourth floor.

The Condominium Subdivision Preliminary Plat will subdivide the office building into 5 commercial condominium units as well as common area and limited common elements. The first step in the subdivision process is preliminary plat review by the Planning and Zoning Commission (Ketchum Municipal Code §16.04.030.C.5a). The subdivision applications will then be forwarded to the City Council for their final review and approval (Ketchum Municipal Code §16.04.030.C.5b).

## PROJECT LOCATION

The project is located at 131 E Sun Valley Road in the Mixed-Use Subdistrict of the Community Core (CC-2 Zone). The property is developed with an existing building that was constructed in 1889. This 133-year-old building has been most recently occupied by the Antique Alley retail store and was formerly the River Run Auto Parts store (See Figure 1). The single-story, wood frame building was identified on the 2005 Walsworth Associates Windshield Survey as a historic resource. The existing structure is not listed on



Figure 1: Existing Site Photos (Project Plans Sheet A003)

Ketchum's Historic Building/Site List due to its poor condition and insufficient history integrity. All buildings over 50 years of age must follow the process for demolition of buildings specified Ketchum Municipal Code §15.16.040. The demolition permit may not be issued until a complete building permit application for the replacement project on the property has been accepted by the City and all required fees have been paid.

The development site is adjacent to: (a) the Friesen building to the north along 1<sup>st</sup> Avenue, (b) the Fisher Condominiums to the east across the alley, (c) a vacant lot to the south across Sun Valley Road, and (d) the new mixed-use development directly across 1<sup>st</sup> Avenue to the west. This area of downtown



Figure 2: Project Site Context (Project Plans Sheet A304)

is transitioning as properties are redeveloped like the recent addition to the old post office at the northwest corner of Sun Valley Road and 1<sup>st</sup> Avenue. This area contains both smaller-scaled older buildings as well as new, larger-scaled developments like the mixed-use building currently under construction at the southwest corner of 1<sup>st</sup> Avenue and 4<sup>th</sup> Street. This project will add a contemporary building to the streetscape. Located on a single 5,500-square-foot Ketchum Townsite lot, the mass of the building respects the traditional pattern of development in downtown Ketchum.

## **ANALYSIS**

The following analysis provides an overview of how the project complies with zoning and dimensional requirements as well as Design Review and Condominium Subdivision Preliminary Plat standards. Additionally, this section highlights key issues for the Planning & Zoning Commission's consideration and further discussion.

### **Compliance with Zoning & Dimensional Standards**

The project is in conformance with all dimensional and development standards required for projects in the Community Core.

#### Uses

The proposed development is a commercial office building. Business offices are permitted in the CC-2 Zone pursuant to Ketchum Municipal Code §17.12.020. Unlike the Retail Core (CC-1) Zone where business offices located on the ground floor with street frontage require a Conditional Use Permit, business offices are permitted on the ground floor with street frontage in the CC-2 Zone.

The subject property is designated as Mixed-Use Commercial on the Future Land Use Map of the 2014 Comprehensive Plan. The Mixed-Use Commercial designation is intended to promote a wide range of land uses. The Comprehensive Plan encourages mixed-use development that integrates different uses, like retail, restaurants, residential, offices, and cultural or civic facilities. This commercial office building will help maintain this mixture of uses within the CC-2 Zone as more residential units are developed in this area of downtown.

#### Floor Area Ratio (FAR) & Building Height

The permitted FAR in the Community Core Zone is 1.0. The Planning & Zoning Commission may allow an increased FAR above 1.0 up to a maximum of 2.25 subject to Design Review (KMC §17.124.040.B). To receive more floor area, new buildings must complement the scale and character of the surrounding neighborhood.

The 10,932-square-foot building has a total Floor Area Ratio (FAR) of 1.99. The applicant intends to pay the community housing in-lieu fee as their contribution in exchange for the FAR exceedance. The Design Review application for this project was submitted before the effective date of the fee resolution that raised the community housing in-lieu fee to \$450 per square foot. The total community housing in-lieu at \$238 per square foot of the FAR exceedance is \$219,674.00.

The maximum height of the office building's front façade along 1<sup>st</sup> Avenue is 39'-6". The maximum height of the rear façade facing the alley is 41'-10". The rooftop access structure is 8.5 above the flat roof surface. The maximum height of the building from the lowest grade elevation at the front property line (5825') to the top of the roof access structure (5873'-11") is 48'-11".

## Setbacks

Buildings in the CC-2 Zone must be setback an average of 5 feet from front and street side property lines pursuant to Ketchum Municipal Code §17.12.040. The applicant has provided the front and street side setback calculations on Sheet A100 of the project plans. All three floors are setback an average of 5 feet from 1<sup>st</sup> Avenue. Along Sun Valley Road, the first and second floor are setback an average of 5 feet and the third floor is setback even further with an average of 7.58 feet. At the ground level, the perforated metals panels and columns screening the surface parking area are built to the property line along Sun Valley Road. The building steps back 5 feet from Sun Valley Road as it transitions from the surface parking area to the street corner. This setback area will be improved with a landscaped seating area that welcomes pedestrians and activate the streetscape (See Figure 3). The two building entrances are recessed and further defined by projecting, canopy overhangs. The building entrance along Sun Valley Road is setback approximately 11 feet from the street side property line and the building entrance along 1<sup>st</sup> Avenue is setback 10 feet from the front property line. The office building is setback 9 inches from the interior side property line and 3 feet from the alley property line.



*Figure 3: Rendering of Sun Valley Road Elevation (Project Plans Sheet A000)*

## **Compliance with Design Review Standards**

The purpose of Design Review is to: (a) maintain and enhance the appearance, character, beauty, and function of the City, (b) to ensure that new development is complementary to the design of existing neighborhoods, and (c) to protect and enhance the Ketchum's economic base (KMC §17.96.020). This project supports the community's vision to maintain downtown as Ketchum's vibrant commercial area where local businesses thrive. In the Community Core, Ketchum Municipal Code §17.96.070 adds that the purpose of Design Review is to ensure the addition of high-quality architecture for new

development while maintaining the unique character of existing building stock found downtown. This project will add an attractive and appropriately scaled commercial building to the streetscape.

Staff believes this project complies with all Design Review standards as outlined in Ketchum Municipal Code §17.96.060 and the requirements for Community Core projects specified in Ketchum Municipal Code §17.96.070. Before granting Design Review approval, the Planning & Zoning Commission must determine that applications meet two criteria: (1) the project doesn't jeopardize the health, safety, or welfare of the public, and (2) the project conforms to all Design Review standards and zoning regulations (KMC 17.96.050.A).

### Compatibility of Design

*The project's materials, colors and signing shall be complementary with the townscape, surrounding neighborhoods and adjoining structures (Ketchum Municipal Code §17.96.060.E1).*



Figure 4: Exterior Materials (Project Plans Sheet A002)

The project's material and color sample board is provided on Sheet A002 of the project plans (See Figure 4). The primary materials used on the exterior walls of the office building are antique brick and bronze vertical metal siding. Large rectangular windows break up these solid materials and add transparency to the office building. The canopy overhangs that project from the front and street side facades along 1<sup>st</sup> Avenue and Sun Valley Road are comprised of timber beams and bronze metal fascia. The on-site parking area along the alley is semi-enclosed and screened from public view along Sun Valley Road with bronze perforated metal screens.

The design approach combines brick, a traditional material characteristic of Ketchum's local vernacular architecture, with contemporary materials like vertical metal siding to enhance visual interest. The recently developed Sun Valley & 1<sup>st</sup> Mixed-Use Building at the northwest corner of Sun Valley Road and 1st Avenue also combines natural materials, including wood siding and stone veneer, with more modern elements like metal panels. The project's proposed materials are compatible with neighboring buildings and the surrounding downtown area. The use of brick on the first two floors provides a visually solid base anchoring the office building to the project site. Brick detailing forms a cap at the top of the first and second levels to visually distinguishing each floor of the building. The third floor is differentiated from the lower levels with vertical metal siding.

The project's master signage plan is indicated on Sheet of the project plans. The development's signage includes both awning and wall signs. Separate sign permits will be required for all new signs prior to installation (KMC §17.127.030.B).

### Architectural

*Building walls shall provide undulation/relief, thus reducing the appearance of bulk and flatness (Ketchum Municipal Code §17.96.060.F5).*

Even though the commercial development will be an office building containing no retail, the design incorporates elements of traditional Main Street storefronts, including recessed entrances and transom windows. Large storefront windows and glass doors are utilized on the ground level along Sun Valley Road and 1st Avenue. These large windows and doors open the building towards the street corner and create a welcoming and inviting environment. This fenestration will humanize the commercial development by providing views into the internal life of the office building. The transparent windows and doors are balanced with the solid and durable brick and metal materials.



*Figure 5: 1st Avenue Elevation Rendering (Project Plans Sheet A00B)*

The Sun Valley Road façade is distinguished by a central atrium that highlights the office building's interior vertical circulation. The atrium is comprised of large rectangular windows with bronze metal trim and panels. The recessed balconies at the second and third floors further break up the mass of the building into visually distinct components.

Ketchum Municipal Code §17.96.070.B1 requires facades located more than 5 feet from interior side property lines to be designed with both solid surfaces and window openings. Facades located less than 5 feet from interior side property lines are not subject to this same standard due to fire separation requirements for zero-lot-line developments. The office building is setback 9 inches from the interior side property line. The north building elevation on Sheet A302 shows the proposed design of the interior side wall and includes an outline of the adjacent Friesen building (See Figure 6). Most of the interior side façade will be vertical metal siding. The exposed portion of the interior side façade is broken up by a second-level recessed balcony and windows. The design carries the brick around corner of the building at the ground level to provide visual interest to the interior side wall.

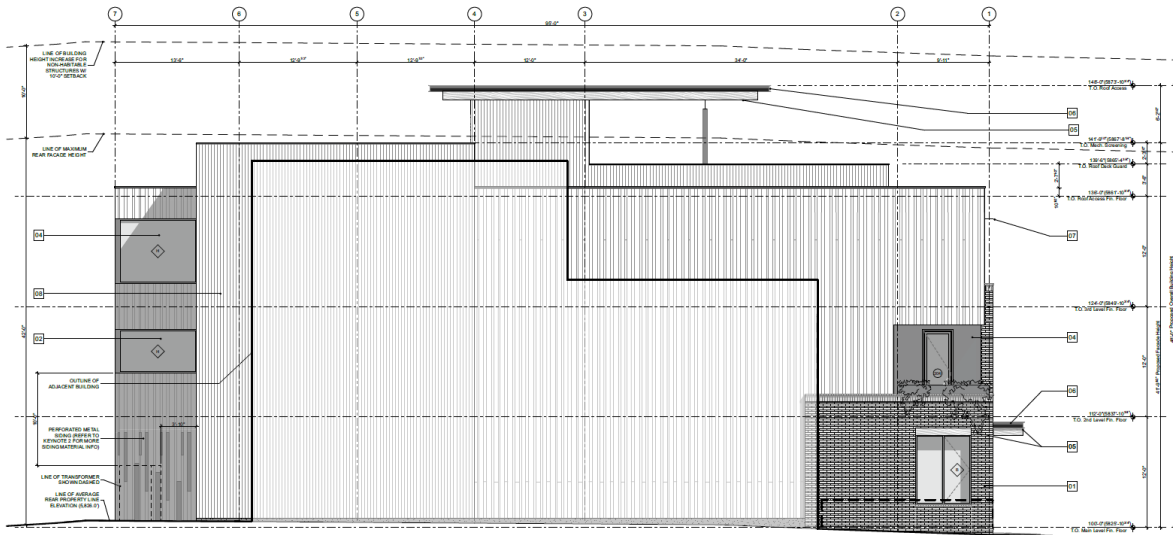


Figure 6: Interior Side Wall Elevation (Project Plans Sheet A302)

**Subdivision: Condominium Subdivision Preliminary Plat**

The Condominium Subdivision Preliminary Plat Application will subdivide the office building into 5 commercial condominium units, common area, and limited common elements. Many of the condominium subdivision regulations specified in Ketchum Municipal Code §16.04.070 do not apply to this commercial development as certain standards related to storage areas and open space only apply to residential projects. As conditioned, the request to subdivide meets all applicable standards for Condominium Preliminary Plats outlined in Ketchum Municipal Code’s Subdivision (Title 16) and Zoning (Title 17) Zoning regulations.

*Garage: All garages shall be designated on the preliminary and final plats and on all deeds as part of the particular condominium units. No garage may be condominiumized or sold separate from a condominium unit.*

The office building does not contain a parking garage. 7 on-site spaces are provided within the semi-enclosed surface parking area accessed from the block 37 alley. 6 of these spaces are arranged in a tandem configuration. The Planning and Zoning Commission has approved tandem parking for many market-rate multi-family residential projects downtown. This project is the first commercial development to propose a tandem configuration to satisfy parking demand for the Commission’s consideration. The Commission first needs to determine whether or not tandem parking configurations are acceptable for commercial projects. Depending on the Commission’s determination, the applicant may need to revise their parking configuration to provide 6 standard parking stalls on site.

The project generates a total parking demand of 10 spaces. Each of the 5 offices within the commercial building generates a parking demand of 2 spaces. The tandem configuration of the 6 surface parking spaces requires that the 2 parking spaces within each tandem stall both be assigned to one commercial condominium unit. 3 of the 5 office units have been assigned 2 parking spaces in the tandem configuration within the surface parking area and designated as limited

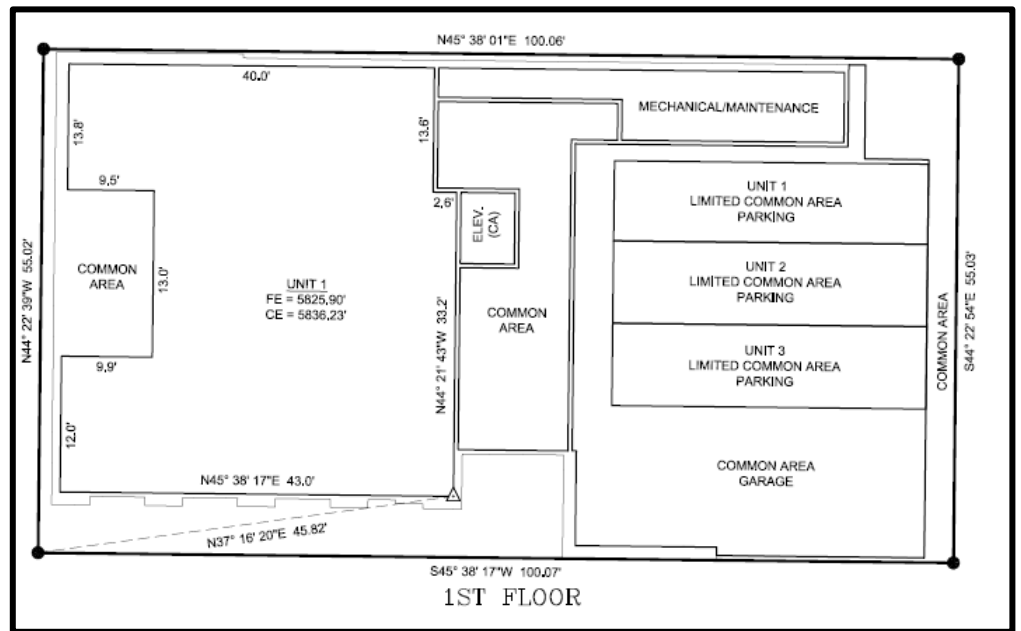


Figure 7: Limited Common Area Parking

common elements on the preliminary plat map (See Figure 7). 2 of the office units will not have any on-site parking spaces. The project takes advantage of the on-street parking credit that provides 4 on-street parking spaces per 5,5000 square feet of lot area for projects in the Community Core (KMC §17.125.050). These 4 on-street spaces may be credited toward nonresidential parking demand only after the 4 minimum required parking spaces are provided on site. Only existing and available parking spaces located directly adjacent to the property lines of the subject property may be counted towards the on-street parking credit. The 4 on-street credit spaces along Sun Valley Road and 1<sup>st</sup> Avenue directly adjacent to the property will meet the parking demand for the 2 offices that do not have parking spaces assigned to their units on site. The ADA parking space must remain open for public customers and may not be assigned to an individual office tenant.

*Maintenance building. A maintenance building or room shall be provided of adequate size and location for the type and size of the condominium project for storage of maintenance equipment and supplies for common areas.*

As shown on Sheet A201 of the project plans, a 209-square-foot maintenance and mechanical room has been provided on the ground floor of the office building. The applicant has indicated that this area will accommodate all mechanical equipment as well as an area for the storage of maintenance equipment and supplies for common areas.

## ISSUES FOR COMMISSION CONSIDERATION

Staff recommends the Planning and Zoning Commission consider the following issues for discussion with the applicant.

### Unoccupied Roof

Sheets A204 and A205 of the project plans designates the rooftop area as unoccupied. The access structure has a total enclosed area of 295 square feet and extends 8.5 feet above the flat roof surface. The applicant has indicated that the rooftop access structure will only be used to service the roof-mounted mechanical equipment. The project does not include a rooftop deck for the office tenants.



The enclosed area of the access structure is 295 square feet. The access structure's flat roof projects and extends for a total area of 812 square feet. This feature adds to the bulk and mass of the office building. Removing or reducing the size of the access structure and its roof would help reduce the mass and height of the office building.

### **Surface Parking Screening**

Pursuant to Ketchum Municipal Code §17.125.030.G, all parking areas that are adjacent to a street shall be buffered from public views by a combination of landscaping and fences or walls for beautification and limiting light and glare from vehicle headlights to nearby properties. The project proposes to screen the surface parking spaces with perforated metal panels. These screening panels are approximately 23 feet in length along Sun Valley Road and 12 feet in height. While effectively screening the surface parking area, these perforated metal panels appear monolithic. Sun Valley Road is an important pedestrian corridor in downtown Ketchum. Lacking visual interest, these screening panels fail to animate this section of the Sun Valley Road façade. More material differentiation or landscaping could help add visual interest to these screening panels.

### **STAFF RECOMMENDATION**

After considering the project plans, Staff's analysis, the applicant's presentation, and public comment, Staff recommends the Planning & Zoning Commission move to approve the 1<sup>st</sup> & Sun Valley Office Building Design Review application and recommend approval of the Condominium Subdivision Preliminary Plat to the City Council. Should the Planning and Zoning Commission support the approval, Staff would return with findings and conditions reflecting the Commission's decision.

### **RECOMMENDED MOTIONS**

1. "I move to approve to approve the 1<sup>st</sup> & Sun Valley Office Building Design Review subject to conditions 1-13 and direct Staff to return with findings of fact."
2. "I move to recommend approval of the 1<sup>st</sup> & Sun Valley Office Building Condominium Subdivision Preliminary Plat subject to conditions 1-2 and direct Staff to return with findings of fact."

### **RECOMMENDED DESIGN REVIEW CONDITIONS OF APPROVAL**

#### *Project Specific Standards of approval*

1. The 1<sup>st</sup> & Sun Valley Office Building Design Review Application File No. P21-100 is subject to Condominium Subdivision Preliminary Plat Application File No. P22-019. All associated conditions of approval shall apply to the project.
2. As a voluntary contribution, in exchange for an increase in Floor Area Ratio, a total community housing contribution of 923 square feet is required. The applicant has proposed paying the in-lieu fee to satisfy their community housing contribution in exchange for the FAR exceedance. A FAR Exceedance Agreement between the applicant and the City to memorialize the community housing contribution shall be signed and recorded prior to issuance of a building permit for the project.
3. The new bulb-out at the corner of Sun Valley Road and 1<sup>st</sup> Avenue shall meet City right-of-way standards.
4. The project requires a Right-of-Way (ROW) Encroachment Permit for the sidewalk pavers and snowmelt system along 1<sup>st</sup> Avenue and Sun Valley Road. The City Council has the authority to review and approval all permanent encroachments within the public right-of-way associated with a development project pursuant to Ketchum Municipal Code §17.96.030.C. The applicant

shall submit the ROW Encroachment Application prior to issuance of a building permit for the project for review and approval by the City Council.

*Standard Conditions of Approval*

5. This Design Review approval is based on the plans and information presented and approved at the meeting on the date noted herein. Building Permit plans for all on-site improvements must conform to the approved Design Review plans unless otherwise approved in writing by the Planning and Zoning Commission or Administrator. Any building or site discrepancies which do not conform to the approved plans will be subject to removal.
6. All governing ordinances, requirements, and regulations of the Fire Department (2018 International Fire Code and local Fire Protection Ordinance No.1217), Building Department (2018 International Building Code, the 2018 International Residential Code, and Title 15 of Ketchum Municipal Code), Utilities Department, Street Department (Title 12 of Ketchum Municipal Code), and the City Engineer shall be met prior to Certificate of Occupancy.
7. Following approval of the project's master signage plan, separate sign permits shall be required for all new signs prior to installation (KMC §17.127.030.B).
8. The applicant shall submit final civil drawings prepared by an engineer registered in the State of Idaho to include specifications for the right-of-way, circulation design, utilities, and drainage improvements to be reviewed and approved by the City Engineer, Streets, and Utilities departments prior to issuance of a building permit for the project.
9. The term of Design Review approval shall be twelve (12) months from the date that the Findings of Fact, Conclusions of Law, and Decision are adopted by the Commission or upon appeal, the date the approval is granted by the Council subject to changes in zoning regulations (KMC §17.96.090). Any extension shall comply with KMC 17.96.090.
10. All Design Review elements shall be completed prior to issuance of a Certificate of Occupancy for the mixed-use building.
11. All exterior lighting on the property shall comply with Ketchum Municipal Code, Chapter 17.132, Dark Skies, and shall be inspected by Planning Staff and approved prior the issuance of a Certificate of Occupancy for the building.
12. The project shall comply with the requirements of §17.124.040 Development Standards as adopted on the date a Building Permit is submitted for the project.
13. Prior to issuance of a Building Permit for the project, the applicant shall submit a construction management plan, which addresses each of the standards as set forth in Ketchum Municipal Code, Chapter 15.06 Construction Activity Standards for review and approval by the Building, Planning, Streets, Utilities, and Fire departments.
14. In addition to the requirements set forth in this Design Review approval, this project shall comply with all applicable local, state, and federal laws.

**RECOMMENDED CONDOMINIUM SUBDIVISION PRELIMINARY PLAT CONDITIONS OF APPROVAL**

1. The 1<sup>st</sup> & Sun Valley Office Building Condominium Subdivision Preliminary Plat is subject to all conditions of approval associated with Design Review Application File No P21-100.
2. Failure to record a Final Plat within two (2) years of Council's approval of a Preliminary Plat shall cause the Preliminary Plat to be null and void.

**EXHIBITS**

- A. 1<sup>st</sup> & Sun Valley Office Building Project Plans
- B. Design Review Application & Supplemental Materials
- C. Condominium Subdivision Preliminary Plat Application & Supplemental Materials

# Exhibit A

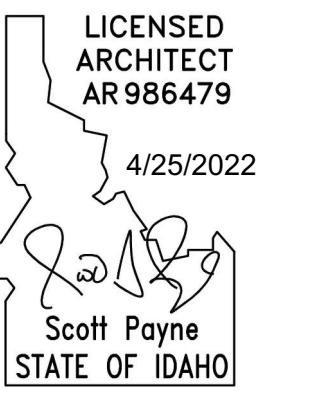
## 1st & Sun Valley Office Building Project Plans



Jackson Hole  
260 West Broadway, Suite A  
Jackson, WY 83001  
T.307.264.0080

Sun Valley  
351 N Leadville Ave, Suite 204  
Ketchum, ID 83340  
T.208.214.5155

Louisiana  
910 Pierremont Rd, Suite 410  
Shreveport, LA 71106  
T.318.383.3100



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1st & SUN VALLEY  
OFFICE BUILDING  
131 EAST SUN VALLEY RD  
KETCHUM, ID 83340

DATE: 4/25/22

PROJECT #: SV2106

DRAWN: AB/NH

ISSUE:

DESIGN REVIEW

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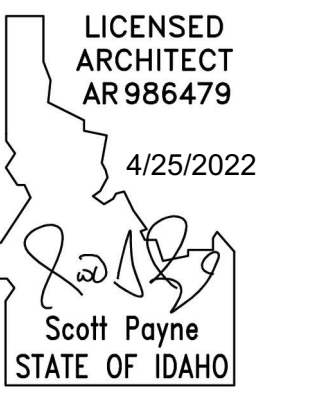
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COVER

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Sun Valley  
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1st & SUN VALLEY  
OFFICE BUILDING  
131 EAST SUN VALLEY RD  
KETCHUM, ID 83340

DATE: 4/25/22

PROJECT #: SV2106

DRAWN: AB/NH

ISSUE:

DESIGN REVIEW

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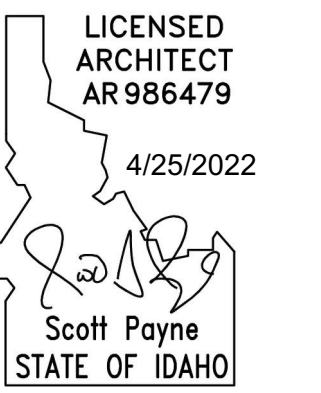
A00A  
SITE PERSPECTIVE  
RENDERING



Jackson Hole  
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Sun Valley  
351 N Leadville Ave, Suite 204  
Ketchum, ID 83340  
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1st & SUN VALLEY  
OFFICE BUILDING  
131 EAST SUN VALLEY RD  
KETCHUM, ID 83340

DATE: 4/25/22

PROJECT #: SV2106

DRAWN: AB/NH

ISSUE:

DESIGN REVIEW

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**A00B**  
SITE PERSPECTIVE  
RENDERING



**PROJECT ADDRESS**

131 E Sun Valley Rd  
Ketchum, ID. 83340

LEGAL ADDRESS:  
Ketchum Lot 8, BLK 37, 5500SF

PARCEL:  
RPK0000370080



**PROJECT DIRECTORY**

**Owner:** 131 E Sun Valley Rd LLC  
PO Box 222  
Sun Valley, ID. 83353

**Architect:** Farmer Payne Architects  
Aaron Beizer, Project Architect  
PO Box 869  
Ketchum, ID. 83340  
t: 208.214.5155  
e: aaron@farmerpaynearchitects.com

**Contractor:** KMV Builders  
Steve Kearns, Founder  
131 W 6th Street  
Ketchum, ID. 83340  
t: 208.726.4843  
e: steve@kmvbuilders.com

**Structural Engineer:** Murar Engineering & Design, Inc.  
Kevin Murar, Owner, SE, PE  
668 N 9th Street  
Boise, ID. 83702  
t: 208.343.4125  
e: kmurar@murarengineering.com

**Civil Engineer:** Galena Engineering, Inc.  
Samantha Stahlnecker, PE  
317 N River Street  
Hailey, ID. 83333  
t: 208.788.1705  
e: sam@galena-engineering.com

**MEP Engineer:** Musgrove Engineering, P.A.  
Todd Nelson, PE  
234 S Whisperwood Way  
Boise, ID. 83709  
t: 208.384.0585  
e: toddn@musgrovepa.com

**GENERAL NOTES**

01. All work shall be done in accordance with all applicable, currently adopted federal, state, and local codes and requirements to include, but not limited to the International Building Code, the National Electric Code, the Uniform Plumbing Code, and the Uniform Mechanical Code.

02. All subcontractors shall inspect the site before beginning work and identify any conflicts or inconsistencies between the Contract Documents and the existing site conditions.

03. All subcontractors shall notify the Owner and the Architect of conditions which require deviation from constructing the work as indicated in the Contract Documents.

04. Do not scale drawings. Large scale drawings take precedence over smaller scale drawings. Contact Architect for any undocumented dimensions or clarification of any dimensional discrepancies.

05. The General Contractor shall submit all proposed substitutions in writing to the Owner and the Architect for approval with samples, cost analysis, and sufficient information for evaluation. If a revision or substitution is made without the Owners' written approval that does not conform to the Contract Documents, it will relieve the Architect and Owner of any liability from the resulting aesthetic effect, subsequent failure, property damage, or personal injury.

07. All subcontractors shall perform high quality, professional work. The work of each trade shall meet or exceed all quality standards published by that trade.

08. All subcontractors shall comply with the rules of the City of Ketchum and the direction of the Owner for construction site facilities, use of premises, access to the site, and trash removal.

09. All work vehicles must be parked within areas indicated on the Construction Activity Plan

10. It is the intent of these plans and specifications to describe a complete and finished project other than items marked NIC (not in Contract). Errors and omissions that may occur in contract documents shall be brought to the attention of the Architect. The General Contractor will be held responsible for the results of any errors, discrepancies, or omissions which the General Contractor fails to notify the Architect before construction or fabrication of the work.

11. The General Contractor and Subcontractors shall verify all dimensions and job conditions at the job site sufficiently in advance of work to be performed to assure the orderly progress of the work.

12. The presence of the architect on the job site does not imply approval of any work. The General Contractor must call specific items to the attention of the Architect if he/she wishes to obtain the Architects approval.

13. The General Contractor shall protect all newly installed materials, finishes, and assemblies from damage throughout construction.

14. The General Contractor shall provide adequate and proper dry storage and handling of all building materials, supplies and finishes in accordance with the manufacturer's recommendations.

15. The General Contractor shall submit shop drawings for windows, doors, millwork, cabinetry, decorative steel elements, etc as wells as samples for all finishes. All Submittals shall be approved by Architect before installed

**CODE ANALYSIS**

2018 International Building Code

Construction Type: Type VB

Number of Stories: 3

Building Height: 39'-6" T.O. Parapet  
48'-0" T.O. Roof Access

Zoning: CC-2 (Community Core - Mixed Use)

Parking Spaces: 1 ADA, 3 Tandem, 4 Street

Fire Sprinkler System: Installed per NFPA 13 & City of Ketchum Requirements

**SQUARE FOOTAGE TABULATIONS**

**PROPOSED GROSS SQUARE FOOTAGE**

<b>Main Level:</b>	
Tenant 01 -	1,813 sf
Common Space -	176 sf
Stair & Elevator -	222 sf
Atrium -	134 sf
Mechanical -	209 sf
Garage (enclosed) -	440 sf
<b>Total</b>	<b>2,994 sf</b>

<b>Second Level:</b>	
Tenant 02 -	1,818 sf
Common Space -	372 sf
Tenant 03 -	1,779 sf
<b>Total</b>	<b>3,969 sf</b>

<b>Third Level:</b>	
Tenant 04 -	1,812 sf
Common Space -	395 sf
Tenant 05 -	1,762 sf
<b>Total</b>	<b>3,969 sf</b>

**Total Gross:** **10,932 sf**

**Lot Area:** .126ac or 5,500 sf  
**FAR:** 1.99  
(Community Housing Requirement to be Paid via Fee)

**Proposed Gross Square Footage for Parking Demand:**  
(Combined Tenant Square Footage from Above) **8,984 sf**

**SETBACKS**

	REQUIRED:	PROPOSED:
<b>Street Front:</b> (Refer to A100 for more Info)	5'-0" Average	5'-0" Average or Higher
<b>Alley Side:</b>	3'-0"	3'-0"
<b>Rear:</b>	None	0'-9"
<b>Roof Level Stair Enclosure:</b>	10'-0"	10'-0" Min.

**GENERAL SITE CONDITIONS**

01. The General Contractor shall coordinate with the Architect for the final building location.

02. The General Contractor shall dispose of all excess excavated material.

03. The General Contractor shall maintain the site throughout the course of the project by: repairing all earth related scarring resulting from equipment, spills, etc.

04. The General Contractor is responsible for the coordination and installation of all necessary site utilities including but not limited to power, telephone, water, sanitary sewer, gas, cable, etc. The General Contractor shall fill in and compact all trenches cut to install utilities on the site and verify all locations of meters, cans, tanks, lines, etc. with the Architect.

**KETCHUM SIGN ORDINANCE**

17.127.040 - General.

A.Safety.

- 1.All signs shall be structurally sound and maintained in accordance with all applicable provisions of the international building code edition currently adopted by the City
- 2.Signs shall not be located in a manner that interferes with pedestrian or vehicular travel or poses a hazard to pedestrians or vehicles.

B.Computations.

- 1.Sign area. Sign area shall be measured as the area contained within the smallest polygonal shape that will enclose both the copy and the background. Sign copy mounted as individual letters or graphics against any part of a building or structure that does not have a distinct background, shall be measured as the sum of the smallest rectangle or square that will enclose each word and graphic. Where a sign consists of more than one face, section or module, all areas shall be totaled.
- 2.Sign height for freestanding and sandwich board/portable board signs. The height of a sign shall include the frame, if any, and be computed as the distance from the base including feet of the sign, except as provided herein, at normal grade to the top of the highest attached component of the sign. Normal grade shall be the lower of either existing grade or the newly established grade after construction, exclusive of any filling, berming, mounding, or excavating. When the normal grade cannot be reasonably determined, the elevation of the nearest point of the crown of a public street or the grade of the land at the principal entrance to the principal structure on the lot, whichever is lower, shall be used as normal grade.

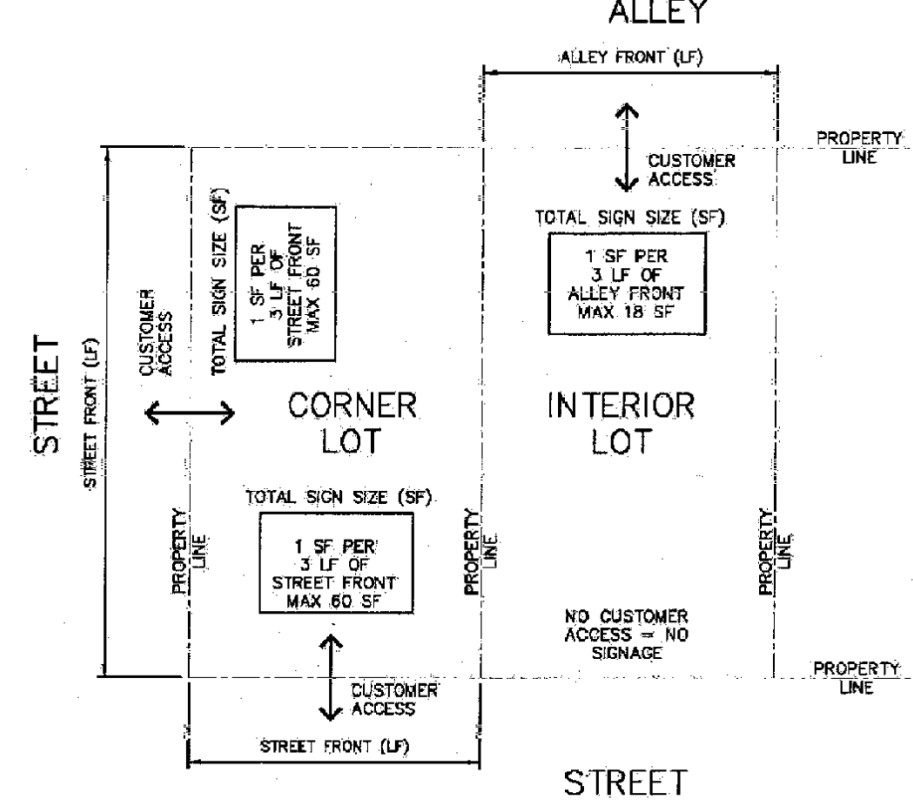
C.Street frontage. Each street frontage with direct customer access is considered separately.

- 1.Where building(s) have no street frontage and direct customer access is from an alley, the building is permitted one square foot of signage for every three feet of linear alley frontage, not to exceed 18 square feet; and each individual permitted commercial and mixed use is allowed one sign parallel to the alley frontage with direct access and one sign that is perpendicular to the alley with direct access.

D.Sign lighting regulations. The following shall apply to all signs proposed in all zoning districts:

- 1.External illumination of signs shall conform to chapter 17.132, "Dark skies", of this title and be designed, located, shielded and directed in such a manner that the light source is fixed and is not directly visible from any adjacent public right-of-way, surrounding property, or motorist's vision.
- 2.Internal lighting or backlighting shall conform to chapter 17.132, "Dark skies", of this title.
- 3.Gas filled light tube (neon or facsimile) signs with tubes exposed to view of any size may be utilized inside the premises. One gas filled light tube (neon or facsimile) per business, provided it does not exceed four square feet and it is displayed from the inside of the building.
- 4.LED lighting may be utilized provided the light source is recessed and not directly visible from any adjacent public right-of-way, surrounding property, or motorist's vision.

E.Signs overhanging public rights-of-way. All signs, awnings, and marquees allowed to overhang a public right-of-way shall be subject to building code compliance, release of City liability, maintenance, safety, removal upon demand of the City, and other conditions at the time of permit issuance and prior to installation. The sign permit shall constitute an agreement between the applicant and the City concerning the public right-of-way.



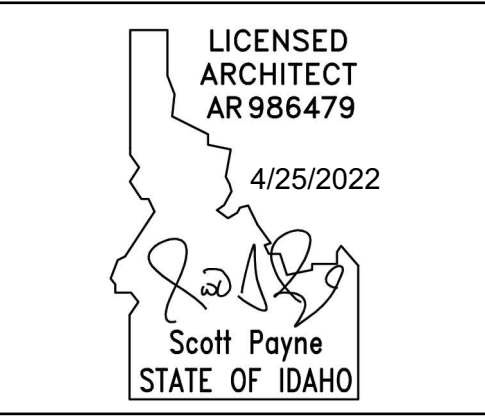
17.127.050 - Sign specifications matrix.

Sign Types	Maximum Area/Size	Maximum Height	Setback/Location	Maximum Number	Special Provisions
CC, T, T-3000, T-4000, LI-1, LI-2, and LI-3 districts:					
Awning	1 sq. ft. of signage for every 3 linear feet of street frontage, not to exceed 50 sq. ft. Each street frontage with direct customer access is considered separately	1' or 80% of the height of the face or valance, whichever is less. A minimum of 8' of clearance to grade required for the lowest portion of the awning or marquee	Street fronting face of the awning	n/a	Shall be calculated as part of total signage allowed per business
Freestanding	For every 1 linear foot of principal building 1/2 sq. ft. of freestanding signage is allowed, not to exceed 20 sq. ft. per side	12' from highest point to adjacent grade	25' clear zone shall be maintained per any street corner, intersection, curb cut or driveway, measured from the nearest edge of the driving surface	1 per building street frontage	No more than 2 faces per freestanding sign allowed. Shall be calculated as part of total signage allowed per lot
Marquee	1 sq. ft. of signage for every 3 linear feet of street frontage, not to exceed 60 sq. ft. Each street frontage with direct customer access is considered separately	Shall not extend above the lowest portion of a flat roof, the top of a parapet wall, above the eaves line/fascia of any roof type or above the highest portion of the marquee	Street fronting face of the marquee		Shall be calculated as part of total signage allowed per business
Projecting	Determined by height, clearance and projection parameters	A minimum of 8' of clearance to grade required for the lowest portion of the projecting sign. The top of sign shall be located below the windows on the second floor of the building	n/a	1 per storefront entrance	Shall not extend more than 4" from the building. The maximum profile or thickness shall not exceed 6"
Sandwich board (see graphic below)	6 sq. ft. of signage area	3/8" from grade	Shall be located within the frontage of the subject property and proximate to the building entrance. A minimum of 5' must be maintained for pedestrian travel	1 per business	No more than 2 sides per sandwich board sign. Shall not be counted toward the total size of permissible signage
Temporary <sup>2</sup>	30 sq. ft.	Shall not extend above the second story of the building the sign is displayed on and shall maintain at least 8' from grade to bottom of sign	Shall be located on private property and not encroach into the public ROW	No more than 2 allowed per business at any 1 time	Shall not be counted toward the total size of permissible signage. Displayed on private property for a maximum of 45 days in a calendar year, maximum of 14 consecutive days at 1 time, and no more than 4 times in a calendar year
Wall <sup>1,3</sup>	1 sq. ft. of signage for every 3 linear feet of street frontage, not to exceed 60 sq. ft. Each street frontage with direct customer access is considered separately	Shall not extend above the lowest portion of a flat roof, the top of a parapet wall, or above the eaves line/fascia of any roof type	n/a	Each individual permitted commercial use is limited to 2 signs that are parallel to the street frontage with direct customer access	Any building facade shall not have a wall sign more than 40% of the unbroken facade area
Window	Shall not occupy more than 25% of the total area of a single window surface	n/a			Any sign located inside of a building within 3' of an exterior window shall be counted as a window sign. All video displays visible from an exterior window are prohibited. Window signs are not included in the total allowed signage

**Jackson Hole**  
260 West Broadway, Suite A  
Jackson, WY 83001  
T.307.264.0080

**Sun Valley**  
351 N Leadville Ave., Suite 204  
Ketchum, ID 83340  
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**Louisiana**  
910 Pierremont Rd., Suite 410  
Shreveport, LA 71106  
T.318.383.3100



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1st & SUN VALLEY RD OFFICE BUILDING KETCHUM, ID 83340

DATE: 4/25/22  
PROJECT #: SV2106  
DRAWN: AB/NH  
ISSUE: DESIGN REVIEW







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LICENSED  
ARCHITECT  
AR 986479

4/25/2022



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1st & SUN VALLEY  
OFFICE BUILDING

131 EAST SUN VALLEY RD  
KETCHUM, ID 83340

DATE: 4/25/22

PROJECT #: SV2106

DRAWN: AB/NH

ISSUE:

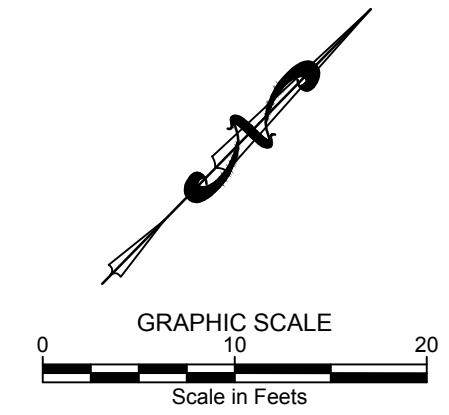
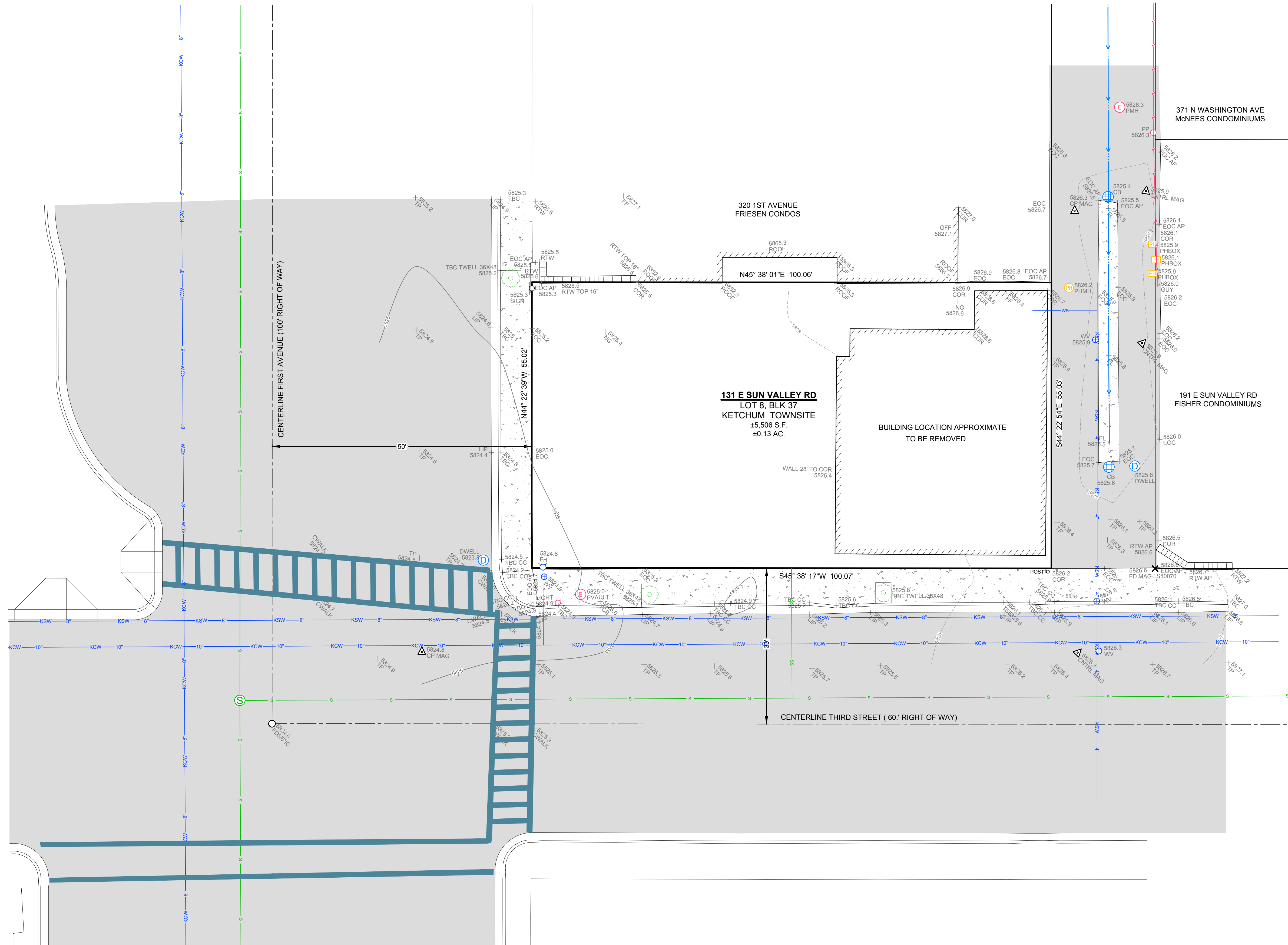
DESIGN REVIEW

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**A003**

SITE PHOTOS

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 Galena Engineering, Inc.



**LEGEND**

- Property Line
- Adjoiner's Lot Line
- Centerline of Right of Way
- CNTRL = Survey Control
- 5' Contour Interval
- FL = Flow Line of Creek/Ditch
- Building
- Asphalt
- Concrete Sidewalk
- RTW = Retaining Wall
- DT = Deciduous Tree
- SGN = Sign
- PHBOX = Telephone Riser
- PHMH = Telephone Manhole
- Gate Post
- Overhead Power Line
- Sewer Main
- Sewer Manhole
- Sewer Service
- KCW-10" = Ketchum City Water Line (10")
- KCW-8" = Ketchum City Water Line (8")
- KSW-8" = Ketchum Spring Line (8")
- KSW-4" = Ketchum Spring Line (4")
- WS = Water Service
- Light
- PBOX = Power Box
- PP = Power Pole
- GUY = Guywire
- PMH = Power Manhole
- CB = Catch Basin
- DWELL = Dry Well
- FH = Fire Hydrant
- WV = Water Valve
- AP = Angle Point
- COR = Corner
- CWALK = Crosswalk
- CC = Curb Cut
- EOC = Edge of Concrete
- FF = Finished Floor
- FL = Flow Line
- GFF = Garage Finished Floor
- LIP = Lip of Gutter
- NG = Natural Ground
- TP = Top of Pavment
- TBC = Top Back of Curb

**NOTES**

1. The purpose of this map is to show topographical information as it existed on the date the field survey was performed. Changes may have occurred to site conditions since survey date (09/08/2021).
2. Boundary information is based on Found Centerline Monumentation. Please refer to the Official Map of the Village of Ketchum, Instrument No. 302967, records of Blaine County, Idaho.
3. Underground utility locations are based on above ground appurtenances, utilities visible at the time of the survey, and City maps. Utilities should be located prior to any excavation.
4. Galena Engineering Inc. has not received a Title Policy from the client and has not been requested to obtain one. Relevant information that may be contained within a Title Policy may therefore not appear on this map and may affect items shown hereon. It is the responsibility of the client to determine the significance of the Title Policy information and determine whether it should be included. If the client desires for the information to be included they must furnish said information to Galena Engineering, Inc. and request it be added to this map.
5. Benchmark is top of FND 5/8" Rebar at the Intersection of Third Street and First Avenue, elevation = 5824.6. Vertical Datum is NAVD 1988.

**A TOPOGRAPHIC MAP SHOWING**  
**131 E SUN VALLEY RD, LOT 8, BLK 37, KETCHUM TOWNSITE**  
 LOCATED WITHIN SECTION 18, T.4 N., R.18 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
 PREPARED FOR: 131 E SUN VALLEY RD LLC



DESIGNED BY \_\_\_\_\_  
 IDV \_\_\_\_\_  
 DRAWN BY \_\_\_\_\_  
 SMF/MEP \_\_\_\_\_  
 CHECKED BY \_\_\_\_\_

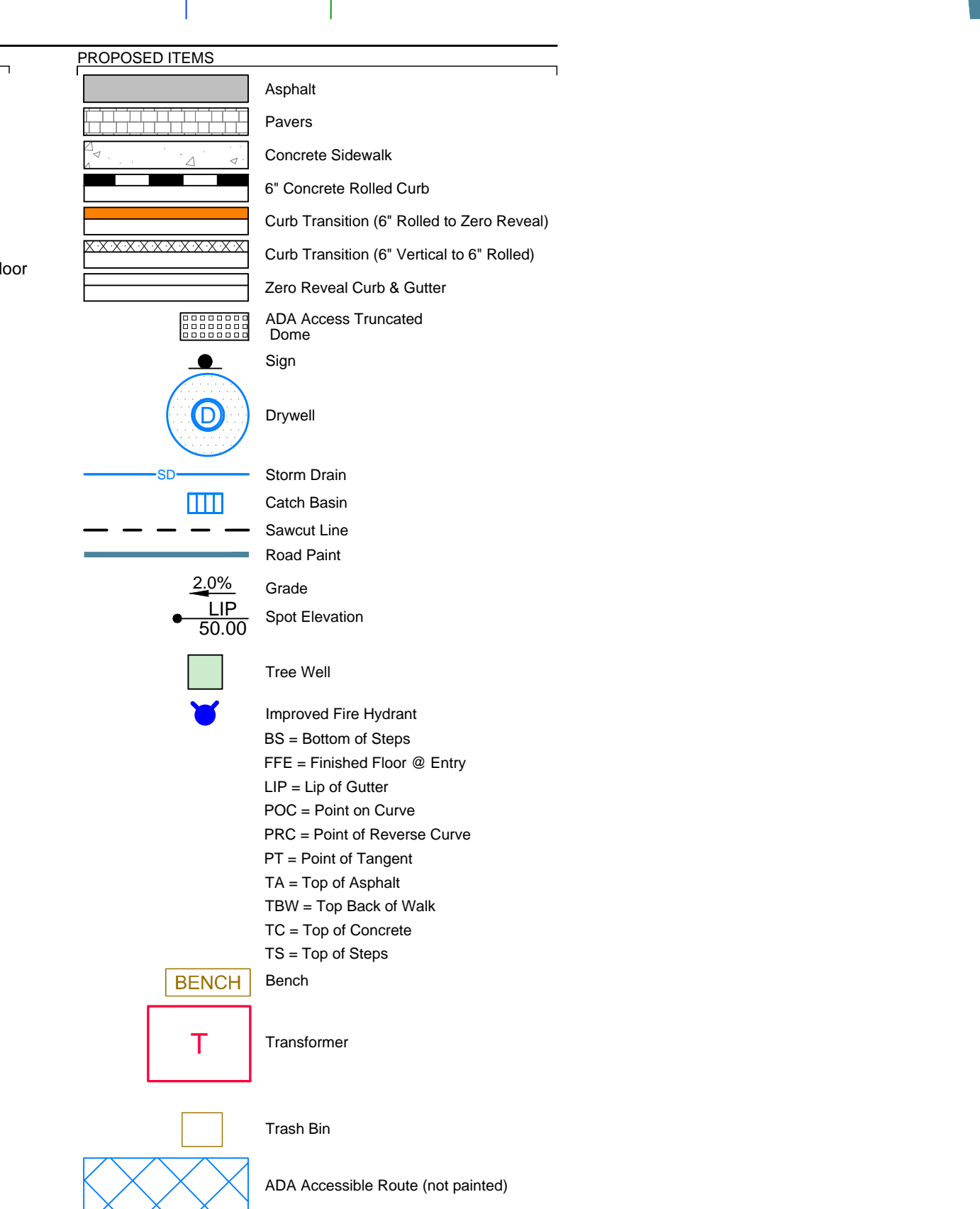
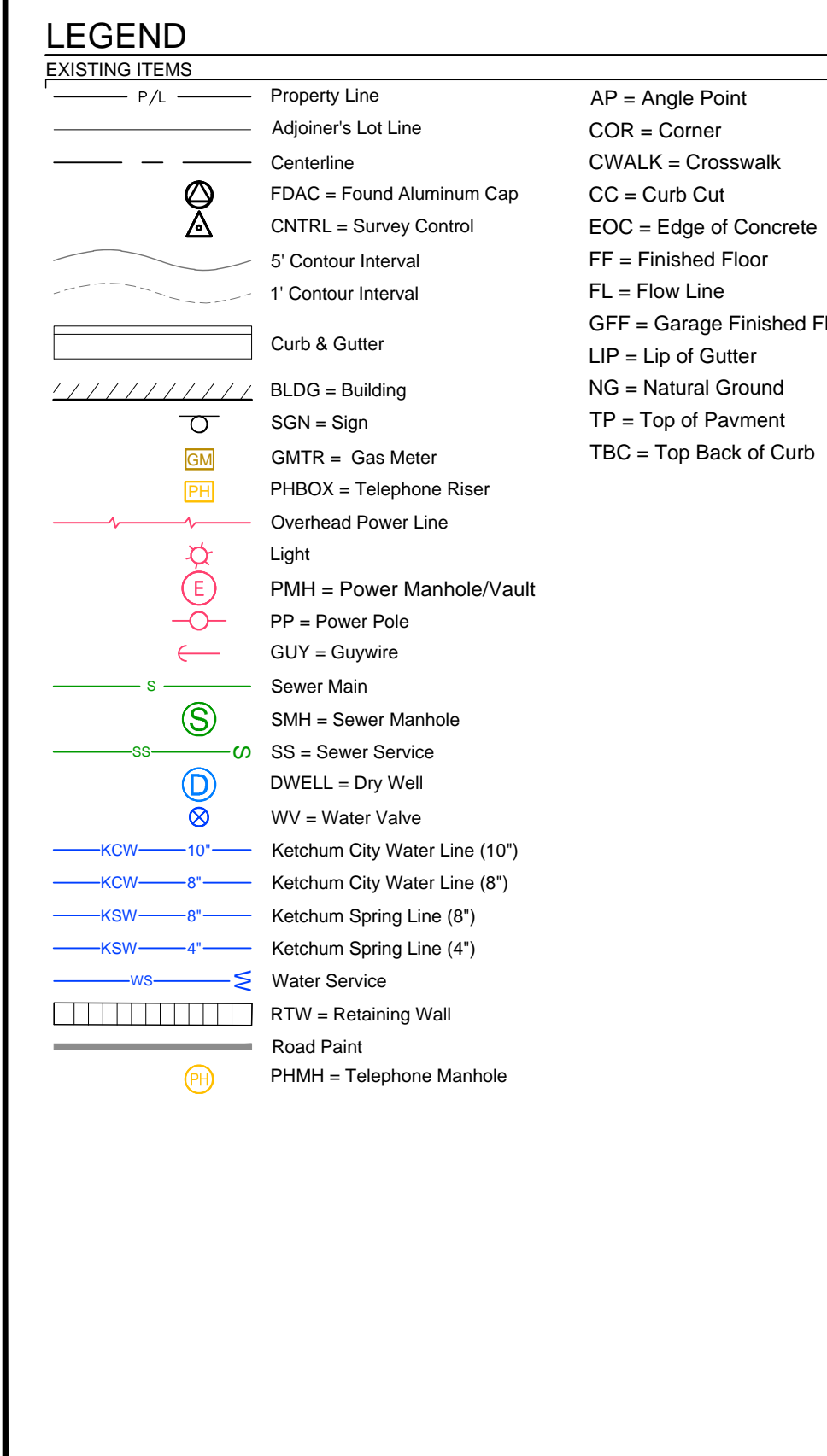
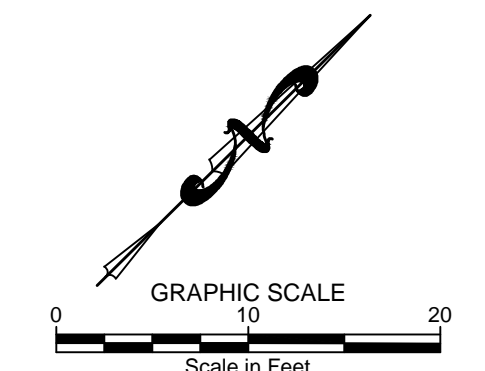
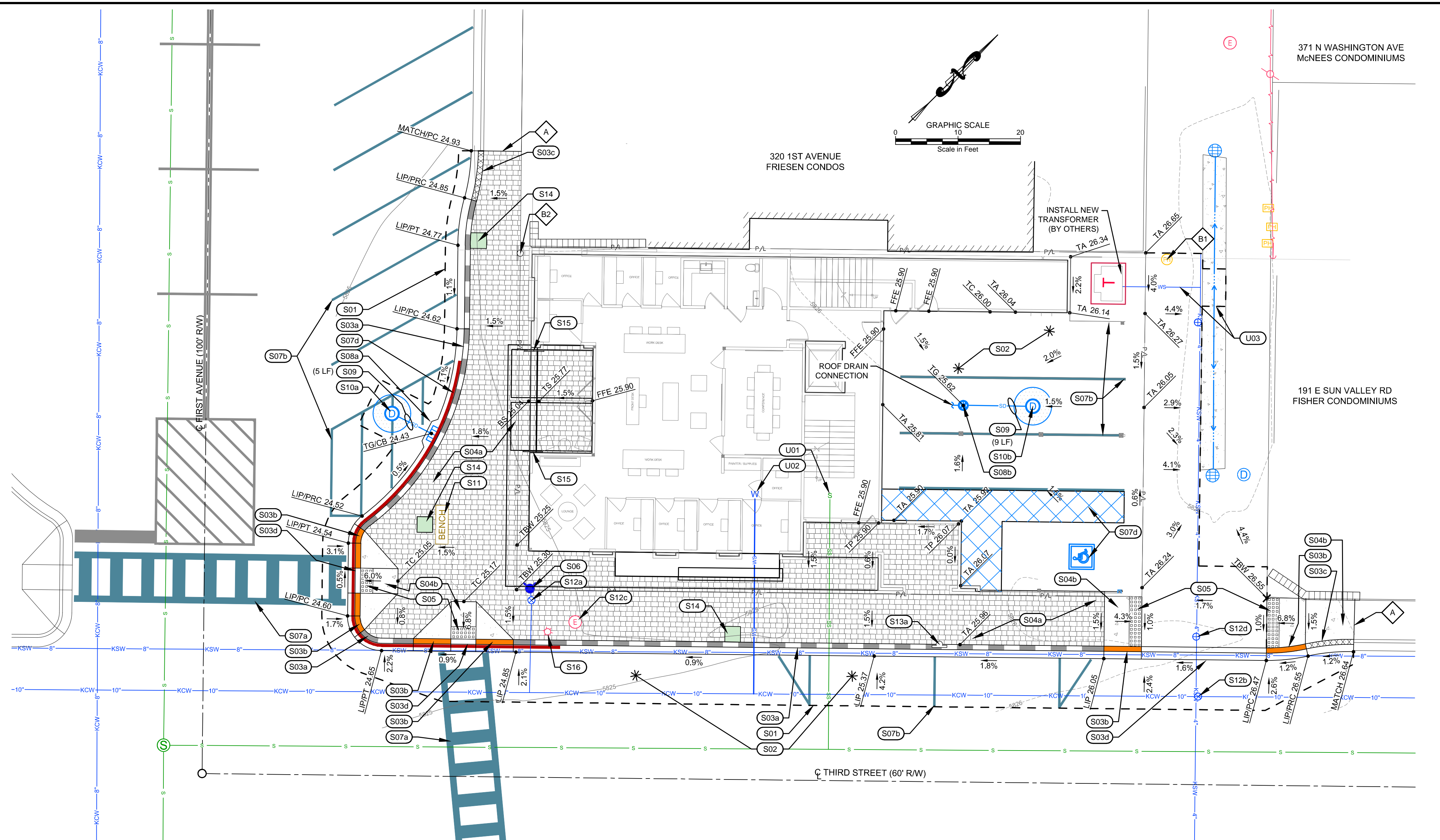
**GALENA**  
**ENGINEERING, INC.**  
 Civil Engineers & Land Surveyors  
 317 N. River Street  
 Hailey, Idaho 83433  
 (208) 788-1705  
 email: galena@galena-engineering.com

PURPOSE:	NO.	DATE	BY	REVISIONS

**C0.0**



REUSE OF DRAWINGS: These drawings, or any portion thereof, shall not be used on any project or extension of this project without the written consent of Galena Engineering, Inc.



### CONSTRUCTION (SITE, GRADING, & DRAINAGE) KEY NOTES

- S01** SAWCUT EXISTING ASPHALT TO PROVIDE FOR A CLEAN VERTICAL EDGE.
- S02** CONSTRUCT ASPHALT ROADWAY / ASPHALT REPAIR. SEE DETAIL 1 / C1.2.
- S03** CONSTRUCT CONCRETE CURB AND GUTTER
  - a. 6" ROLLED C&G PER DETAIL 3 / C1.2.
  - b. CURB TRANSITION FROM 6" ROLLED TO ZERO REVEAL PER DETAIL 2 / C1.2.
  - c. CURB TRANSITION FROM 6" VERTICAL TO 6" ROLLED.
  - d. ZERO REVEAL CURB AND GUTTER PER DETAIL 2 / C1.2.
- S04** CONSTRUCT SIDEWALK. WIDTH AS SHOWN HEREON.
  - a. PAVES SIDEWALK. SEE DETAIL 4 / C1.2.
  - b. ADA COMPLIANT RAMPS. SEE DETAIL 5 / C1.2. \*\*NOTE: ALL SIDEWALK WITHIN RIGHT-OF-WAY IS HEATED.
- S05** INSTALL CITY OF KETCHUM APPROVED CAST IRON TRUNCATED DOME DETECTABLE WARNING INSERT. SEE DETAIL 1 / C1.3.
- S06** RETAIN AND PROTECT EXISTING FIRE HYDRANT. INSTALL CITY PROVIDED MOUNTAIN EXTENSION. CONTRACTOR TO COORDINATE WITH WATER AND FIRE DEPARTMENTS.
- S07** INSTALL ROAD STRIPING / PAINT
  - a. WHITE CROSSWALK STRIPING (12" WIDE STRIPES AND 24" CROSS BARS).
  - b. YELLOW ASPHALT PARKING STRIPING (4" WIDE). MATCH CITY PATTERNS.
  - c. RED 'NO PARKING' STRIPING ON CURB. MATCH CITY PATTERNS.
  - d. BLUE ADA PARKING STRIPING AND/OR PARKING SYMBOL (4" WIDE)
- S08** INSTALL CATCH BASIN. SEE DETAIL 7 / C1.2.
  - a. RIM = 5824.23 I.E.(OUT) = 5821.23
  - b. RIM = 5825.62 I.E.(OUT) = 5822.62
- (LF) S09** INSTALL 12" ADS N-12 STORM DRAIN PIPE WITH A MINIMUM SLOPE OF 2.0%. SEE DETAIL 6 / C1.2 FOR TRENCHING SECTION.
- S10** DRYWELL (PUBLIC): SEE DETAIL 8 / C1.2.
  - a. RIM = 5824.55 I.E.(IN) = 5821.03
  - b. RIM = 5825.78 I.E.(IN) = 5822.44

- BENCH S11** INSTALL CITY OF KETCHUM APPROVED PEDESTRIAN BENCH. SEE ARCHITECTURAL PLANS FOR DETAIL.
- S12** RESET UTILITY BOX LID ELEVATION.
  - a. WATER VALVE BOX ORIGINAL RIM = 5824.86 NEW RIM = 5825.30
  - b. WATER VALVE BOX ORIGINAL RIM = 5826.31 NEW RIM = 5826.44
  - c. POWER VAULT ORIGINAL RIM = 5824.97 NEW RIM = 5825.31
  - d. WATER VALVE BOX ORIGINAL RIM = 5825.85 NEW RIM = 5826.31
- S13** SIGNS: SEE DETAIL 3 / C1.3 FOR SIGN BASE DETAIL.
  - a. INSTALL REGULATORY SIGN. COORDINATE TYPE AND FINAL LOCATION WITH CITY OF KETCHUM.
- S14** INSTALL KETCHUM STANDARD TREE WELL. SEE DETAIL 2 / C1.3.
- S15** INSTALL ADA COMPLIANT HAND RAIL PAINTED PER ARCHITECTS SPECIFICATIONS. SEE DETAIL 4 / C1.3.
- S16** REPLACE EXISTING LIGHT WITH CITY STANDARD LIGHT POST. SEE DETAIL 5 / C1.3.

### UTILITY IMPROVEMENT KEY NOTES

- U01** UTILIZE EXISTING 4" SEWER SERVICE.
- U02** INSTALL 3" POLY PIPE WATER SERVICE. SEE DETAIL 6 / C1.2 FOR TRENCHING STANDARDS.
- U03** LOCATE AND REMOVE EXISTING WATER SERVICE AND CAP AT WATER MAIN. REPAIR CONCRETE VALLEY GUTTER.

**1ST & SUN VALLEY OFFICE BUILDING GRADING AND DRAINAGE PLAN**

LOCATED WITHIN SECTIONS 13 & 18, T.4N., R.18E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
 PREPARED FOR FARMER PAYNE ARCHITECTS

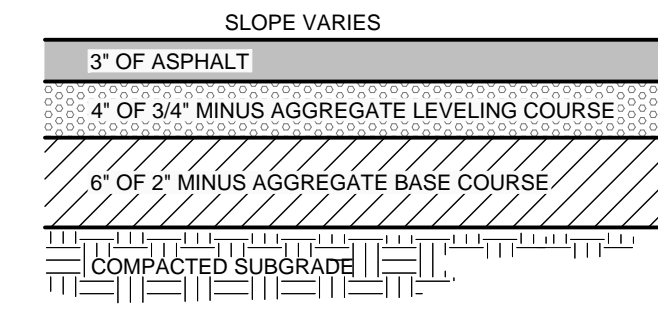
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CT DESIGNED BY \_\_\_\_\_  
 CT DRAWN BY \_\_\_\_\_  
 SMF CHECKED BY \_\_\_\_\_

**GALENA ENGINEERING, INC.**  
 Civil Engineers & Land Surveyors  
 317 N. River Street  
 Hailey, Idaho 83433  
 (208) 788-1705  
 email: galena@galena-engineering.com

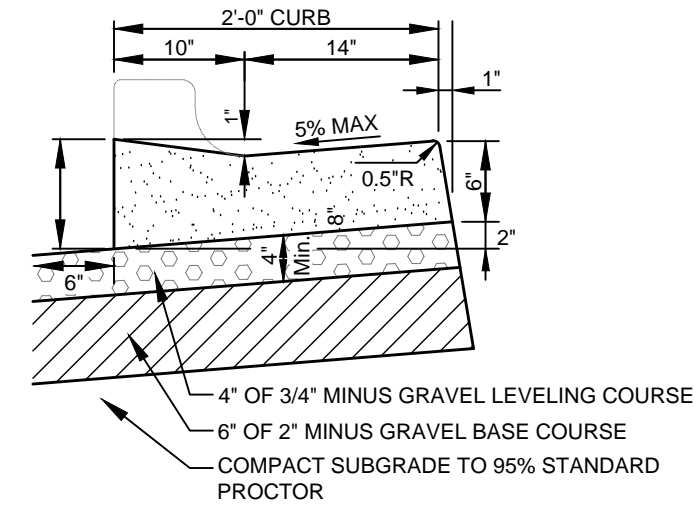
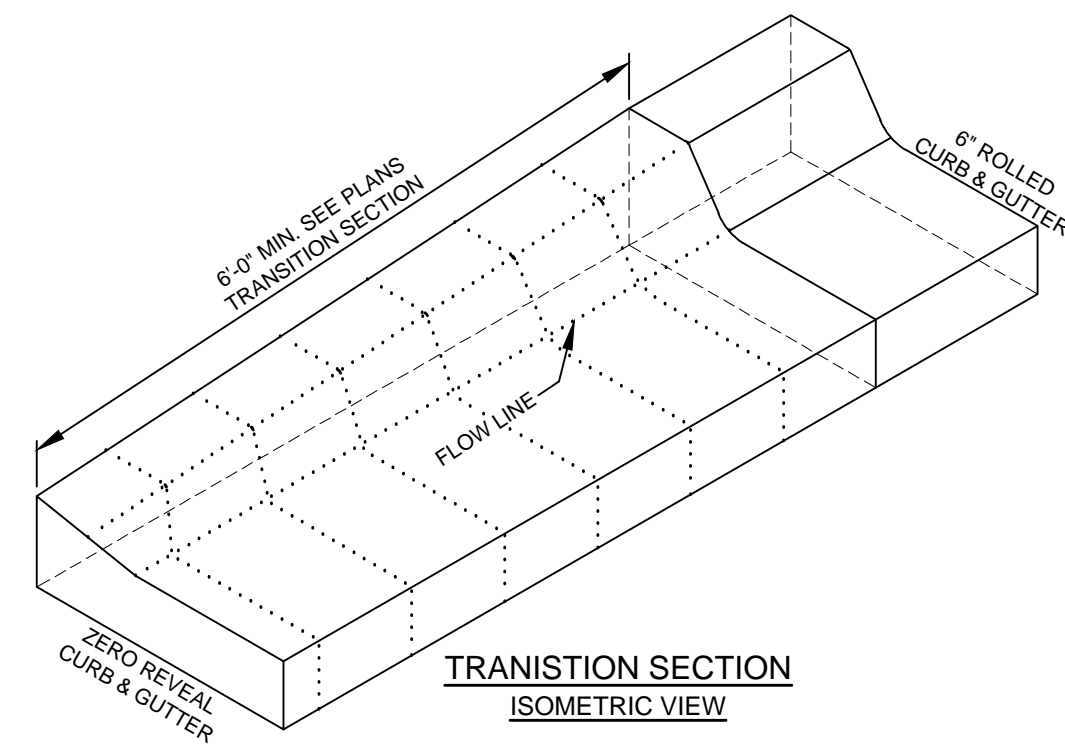
PURPOSE: ISSUE FOR REVIEW	REVISIONS
NO.	DATE

**C1.1**



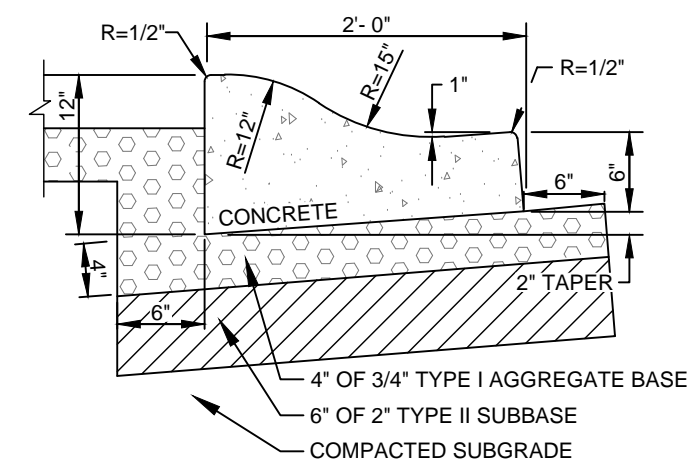
- NOTES:
- SUBBASE CAN BE 2" TYPE II OR 3/4" TYPE I CRUSHED AGGREGATE BASE COURSE.
  - MATERIALS SHALL CONFORM WITH CURRENT ISPC STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.
  - PAVEMENT SECTION MAY BE MODIFIED IF A PROJECT SPECIFIC GEOTECHNICAL REPORT, STAMPED BY A LICENSED ENGINEER, IS PROVIDED.

**1**  
C1.2 **TYPICAL ASPHALT SECTION**  
N.T.S.



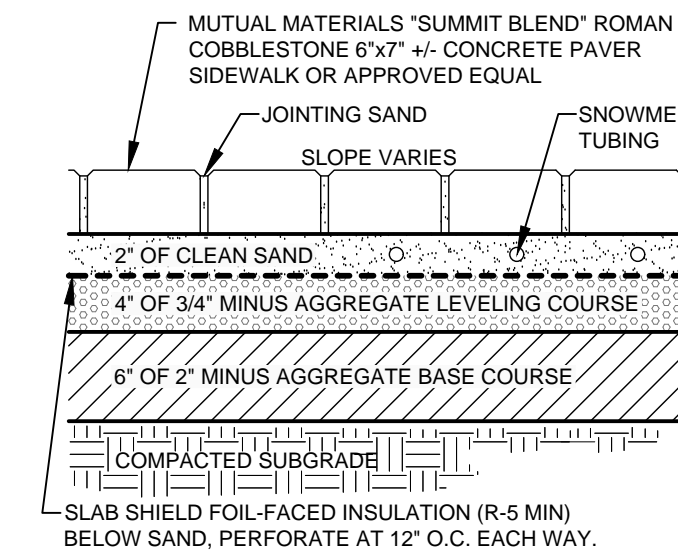
- NOTES:
- 1/2-INCH PREFORMED EXPANSION JOINT MATERIAL (AASHTO M 213) AT TERMINAL POINTS OF RADI.
  - CONTINUOUS PLACEMENT PREFERRED. SCORE INTERVALS TO MATCH SIDEWALK WITH 10-FEET MAXIMUM SPACING.
  - MATERIALS SHALL CONFORM WITH CURRENT ISPC STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.

**2**  
C1.2 **TYPICAL CURB TRANSITION DETAIL**  
N.T.S.

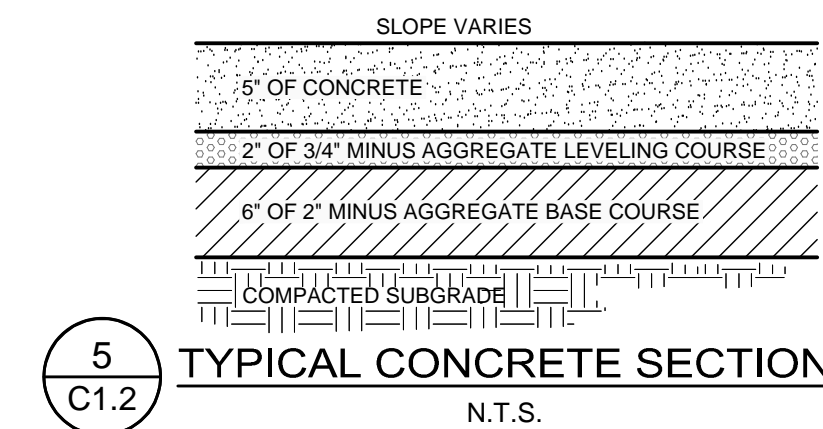


- NOTES:
- SUBBASE CAN BE 2" TYPE II OR 3/4" TYPE I CRUSHED AGGREGATE BASE COURSE.
  - MATERIALS SHALL CONFORM WITH CURRENT ISPC STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.
  - PAVEMENT SECTION MAY BE MODIFIED IF A PROJECT SPECIFIC GEOTECHNICAL REPORT, STAMPED BY A LICENSED ENGINEER, IS PROVIDED.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

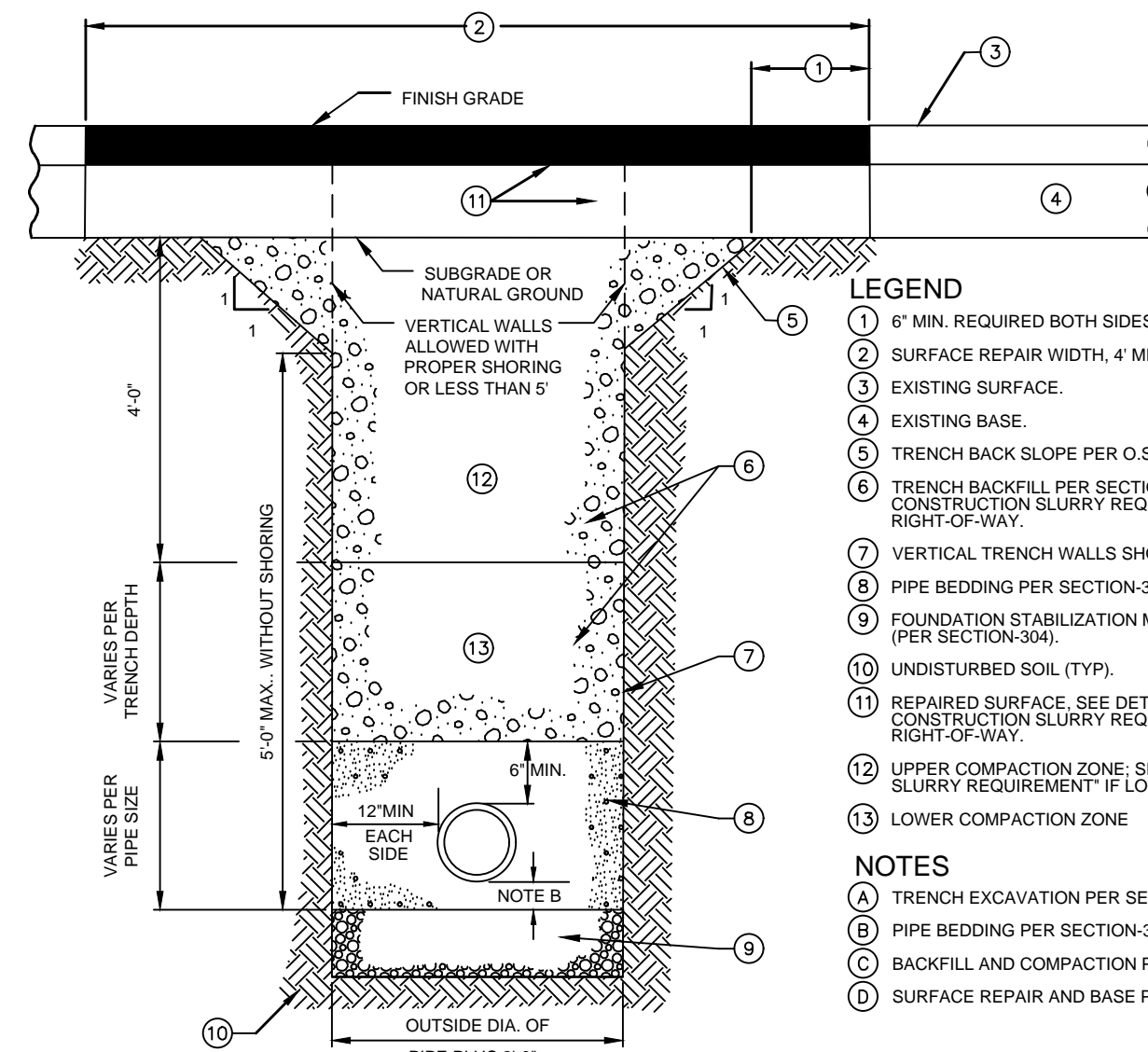
**3**  
C1.2 **6\"/>**



**4**  
C1.2 **PAVER DETAIL**  
N.T.S.



**5**  
C1.2 **TYPICAL CONCRETE SECTION**  
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-306, 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).
  - UNDISTURBED SOIL (TYP).
  - 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 3C20

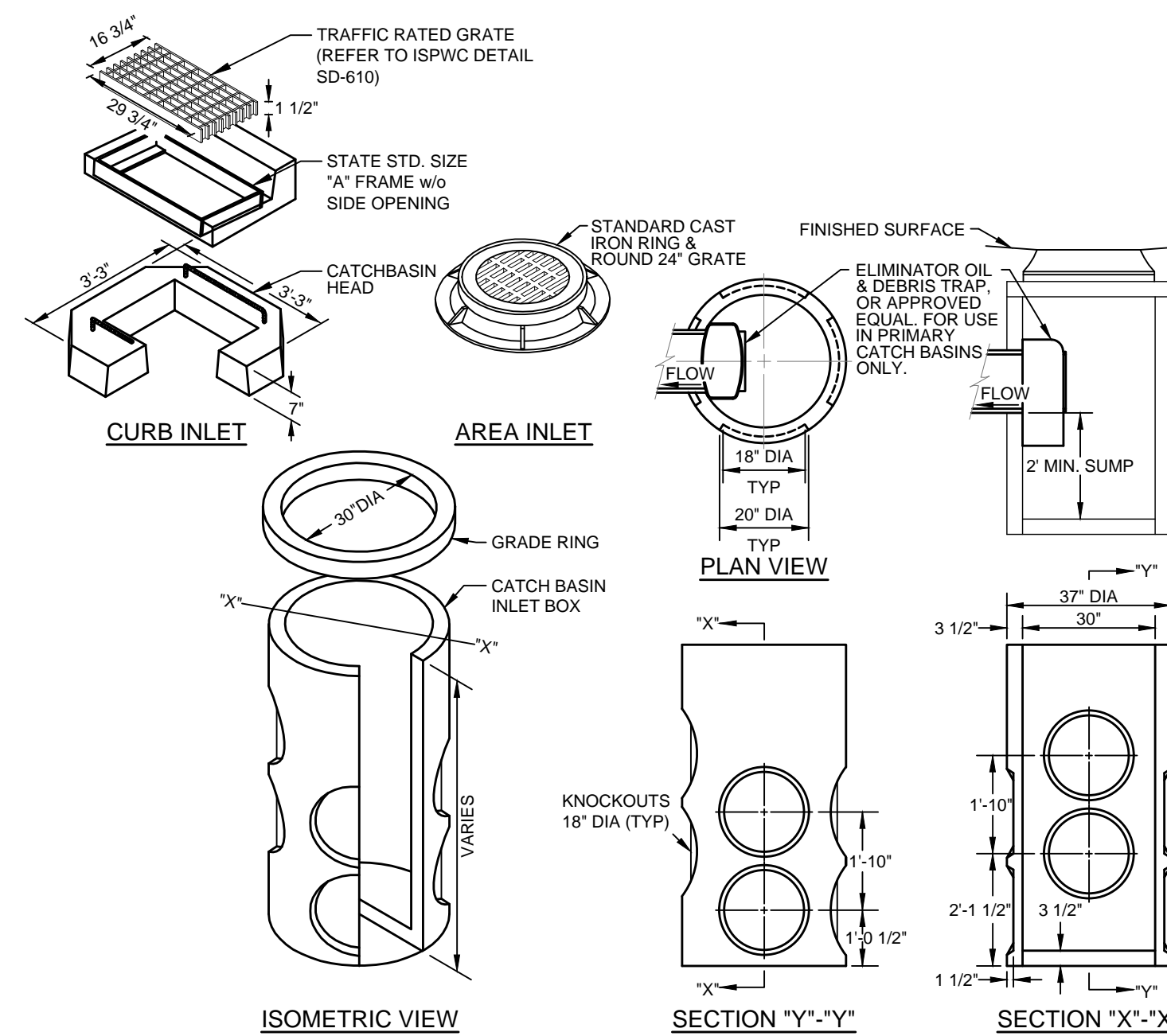
**KETCHUM PUBLIC CONSTRUCTION SLURRY REQUIREMENT**  
IN AREAS WHERE IT IS NECESSARY TO CUT THE ASPHALT PAVEMENT AND DIG A TRENCH FOR BURIAL OF CONDUIT CABLE OR OTHER CITY UTILITY, THE TRENCH SHALL BE BACKFILLED WITH A LEAN CONCRETE MIX TO THE BOTTOM OF FINISH SURFACE MATERIAL WITH THE FOLLOWING PROPORTIONS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

COARSE AGGREGATE (3/4" MINUS) 2,500 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.

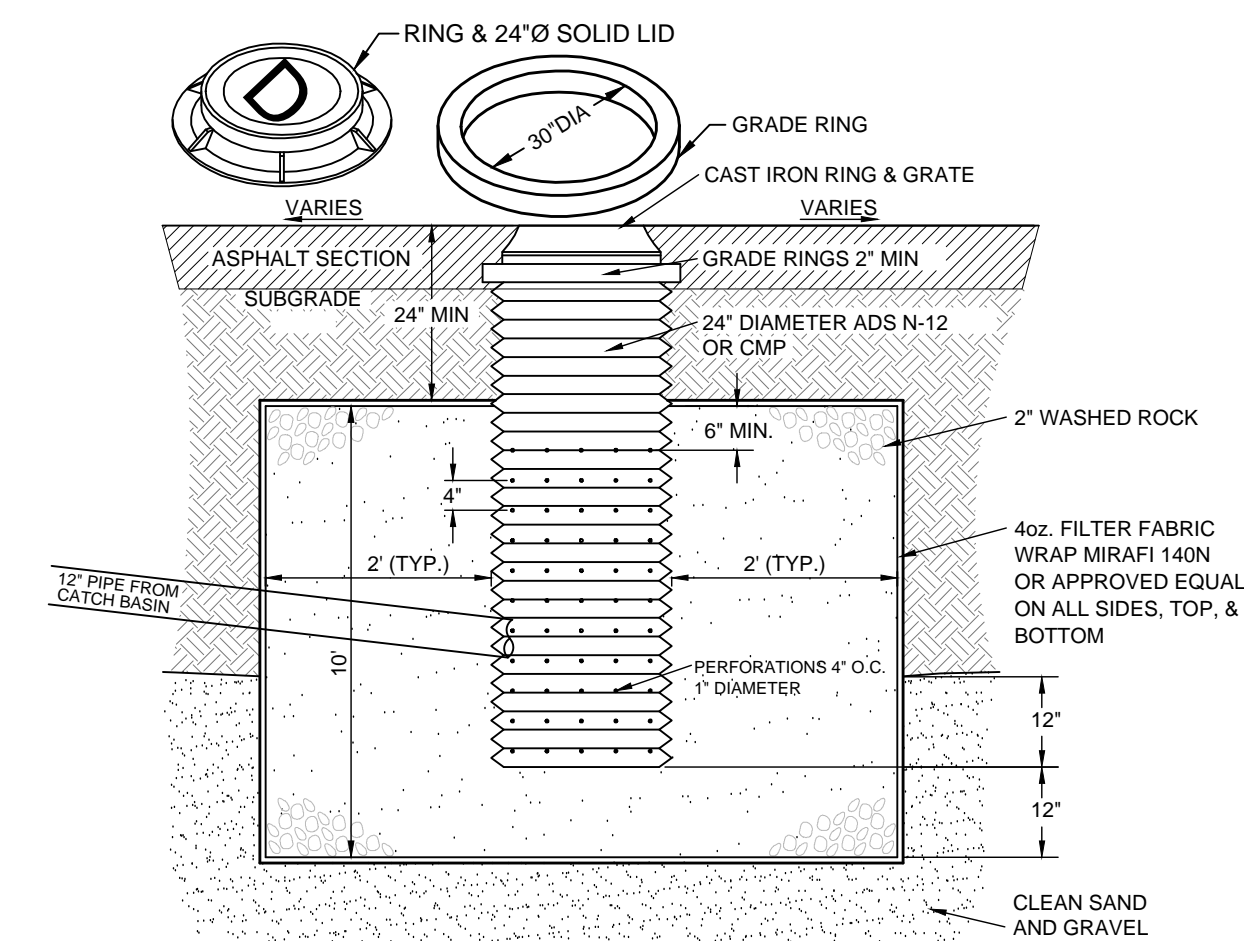
NO COMPACTION, VIBRATION OR FINISHING IS REQUIRED. THE LEAN CONCRETE MIX SHALL BE STRUCK OFF AT OR BELOW THE ELEVATION OF THE PLANT MIX SURFACING WITH A SQUARE NOSE SHOVEL OR SIMILAR HAND TOOL. THE BACKFILL MIX SHALL BE ALLOWED TO SET FOR A MINIMUM OF 2 HOURS BEFORE THE PERMANENT PLANT MIX SURFACING 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.

**6**  
C1.2 **TYPICAL TRENCH SECTION**  
N.T.S.



- 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 ISPC 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.

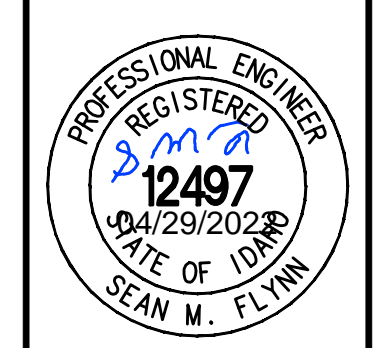
**7**  
C1.2 **30\"/>**



- NOTES:
- THE BED SHALL BE EXCAVATED A MINIMUM OF 24" INTO CLEAN SAND AND GRAVEL.
  - MAXIMUM DEPTH SHALL NOT EXCEED 12 FEET.
  - IF CLEAN SAND AND GRAVEL IS NOT ENCOUNTERED WITHIN 12 FEET, THE CONTRACTOR SHALL CONTACT THE DESIGN ENGINEER.
  - GRATE OR SOLID LID AS APPROVED BY CITY OF KETCHUM.

**8**  
C1.2 **DRYWELL DETAIL (PUBLIC)**  
N.T.S.

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 Galena Engineering, Inc.



CT DESIGNED BY \_\_\_\_\_  
 CT DRAWN BY \_\_\_\_\_  
 SMF CHECKED BY \_\_\_\_\_

**GALENA ENGINEERING, INC.**  
 Civil Engineers & Land Surveyors  
 317 N. River Street  
 Hailey, Idaho 83433  
 (208) 788-1705  
 email: galena@galena-engineering.com

NO.	DATE	ISSUE FOR REVIEW	REVISIONS



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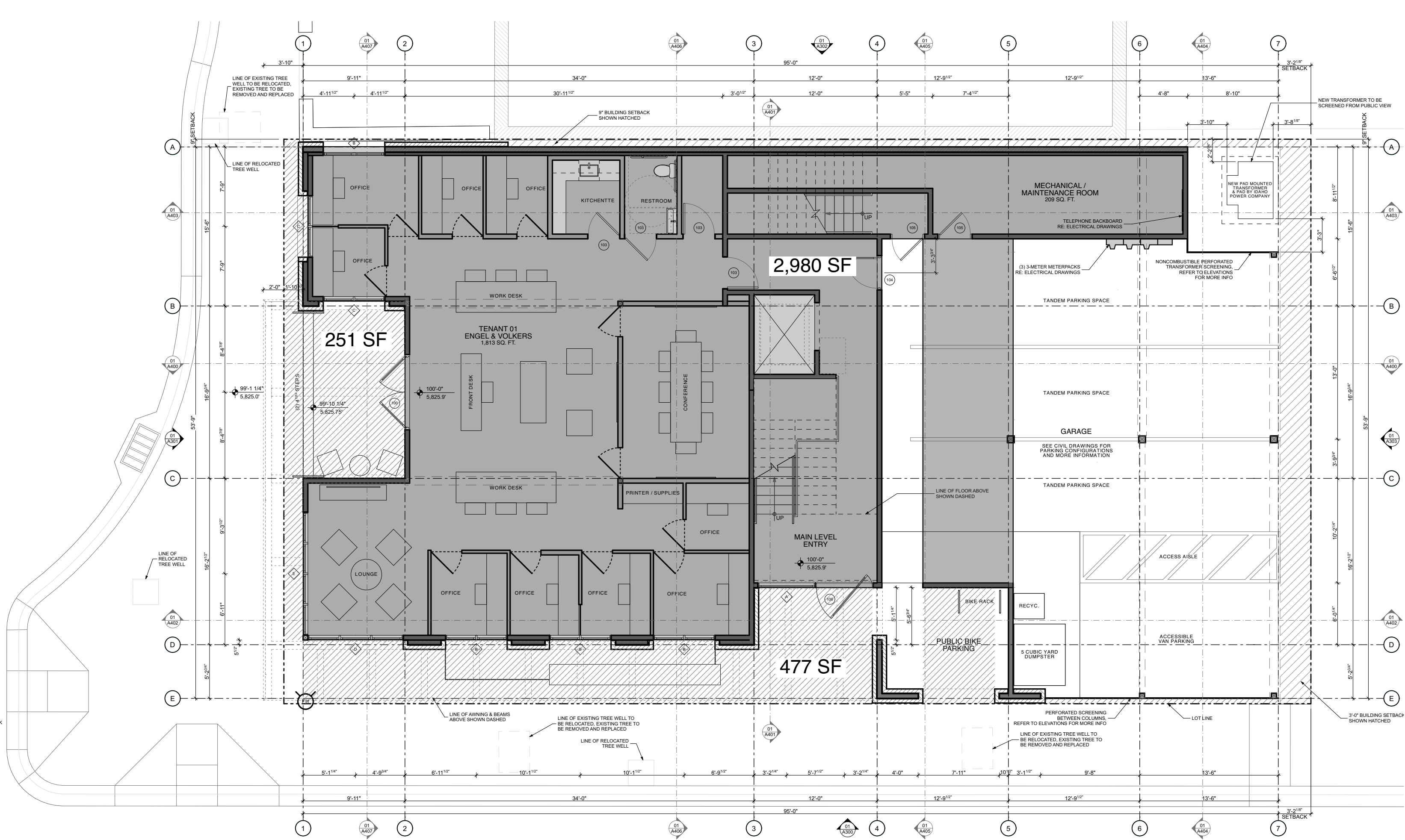
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1st & SUN VALLEY OFFICE BUILDING  
131 EAST SUN VALLEY RD  
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REQUIRED 5'-0" AVERAGE STREET FRONTAGE SETBACKS

STORY	SETBACK AREA	BUILDING FACADE LENGTH	TOTAL AVERAGE
Main Level	South Side: 477' /	95'-0"	= 5.02'
	West Side: 251' /	48'-6 <sup>1/4</sup> "	= 5.17'
Second Level	South Side: 480' /	95'-0"	= 5.05'
	West Side: 246' /	48'-11 <sup>3/4</sup> "	= 5.02'
Third Level	South Side: 716' /	94'-6 <sup>1/2</sup> "	= 7.58'
	West Side: 247' /	48'-6 <sup>1/4</sup> "	= 5.09'

SQUARE FOOTAGE TABULATIONS

PROPOSED GROSS SQUARE FOOTAGE

<b>Main Level:</b>	
Tenant 01 -	1,813 sf
Common Space -	176 sf
Stair & Elevator -	222 sf
Atrium -	134 sf
Mechanical -	209 sf
Garage (enclosed) -	440 sf
<b>Total</b>	<b>2,994 sf</b>
<b>Second Level:</b>	
Tenant 02 -	1,818 sf
Common Space -	372 sf
Tenant 03 -	1,779 sf
<b>Total</b>	<b>3,969 sf</b>
<b>Third Level:</b>	
Tenant 04 -	1,812 sf
Common Space -	395 sf
Tenant 05 -	1,762 sf
<b>Total</b>	<b>3,969 sf</b>
<b>Total Gross:</b>	<b>10,932 sf</b>

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**A100**  
SQUARE FOOTAGE  
DIAGRAMS

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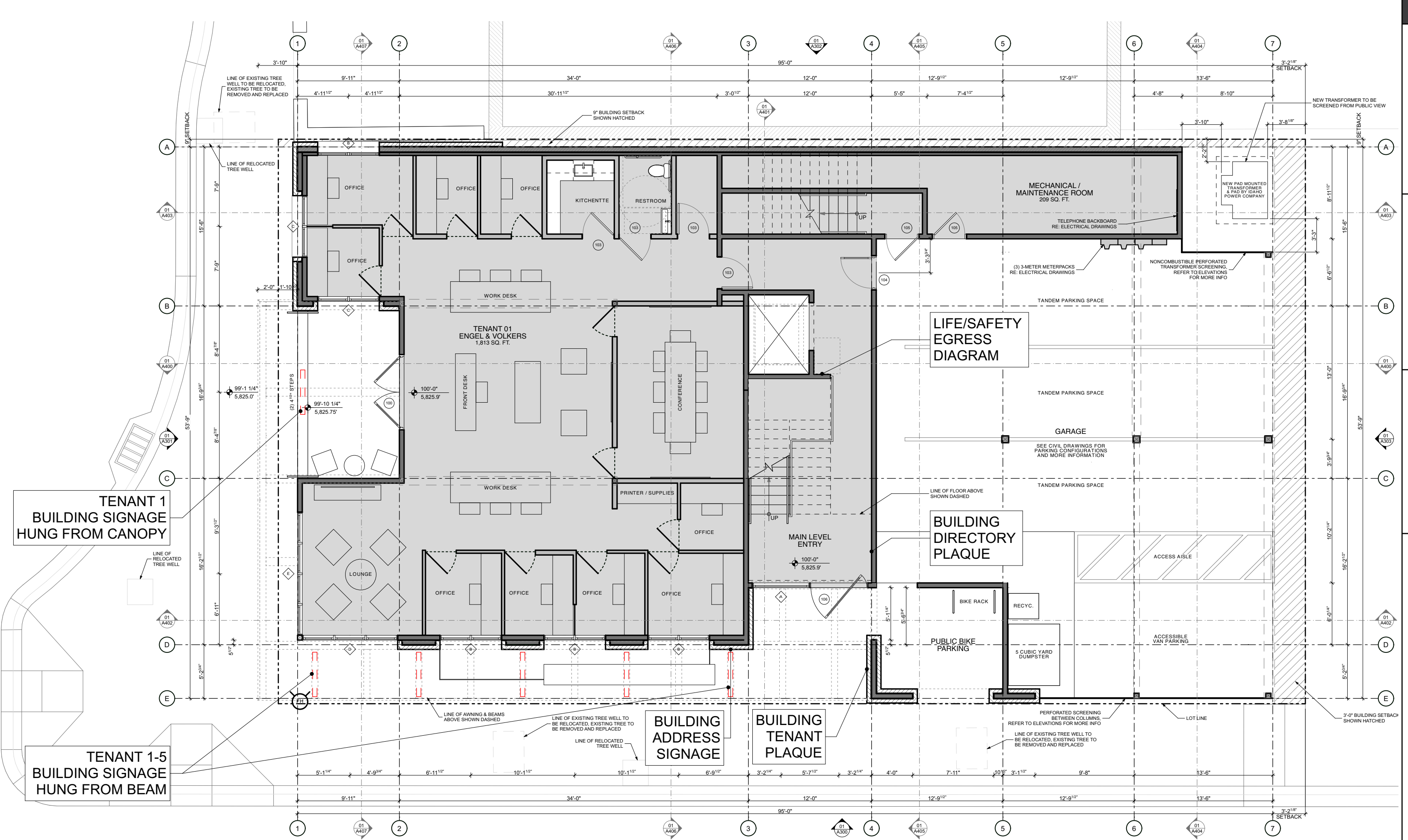
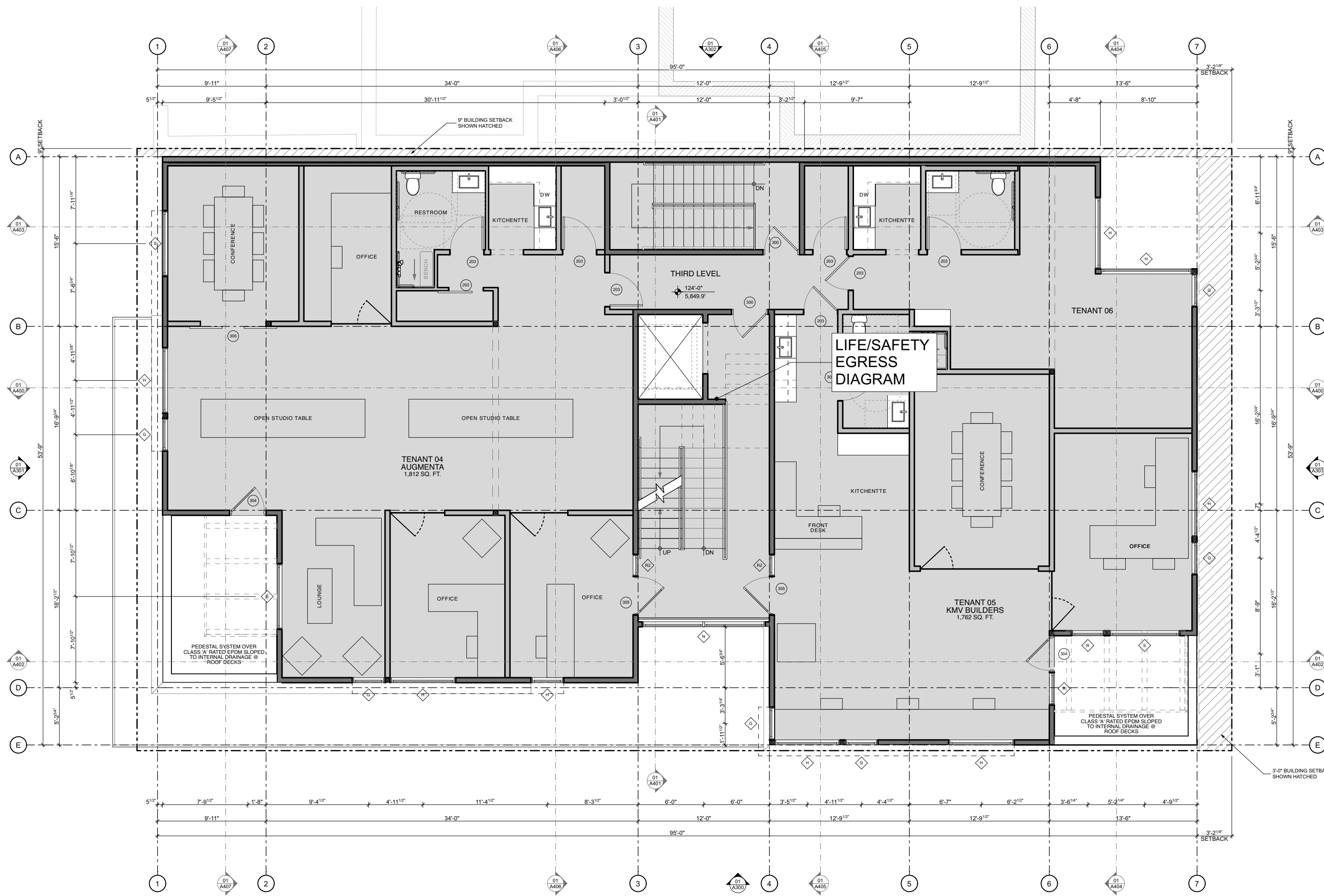
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A101  
SIGNAGE PLANS



PROPOSED SIGNAGE SQUARE FOOTAGE  
 Tenant Signage (6 Total) = 4'-6" x 8" = 3'-0"(6) = 18' sq. ft.  
 Address Signage = 1'-6" x 10" = 1.25 sq. ft.  
 Tenant Plaque = 1'-6" x 2'-6" = 3.75 sq. ft.  
 Building Name Signage = 1'-0" x 10'-0" = 10 sq. ft.  
**TOTAL PROPOSED SIGNAGE SQUARE FOOTAGE = 33 sq. ft.**

Refer to Project Information Sheet for more information & City Ordinances.

TOTAL AREA OF EXTERIOR SIGNAGE  
 95'-0" x 53'-9" (Building Frontage) = 148'-9"  
 148'-9" / 3 (Reduction Factor) = **49.58 sq. ft.**  
 Refer to Elevations for Approximate Signage Locations, Sizes & Clearances





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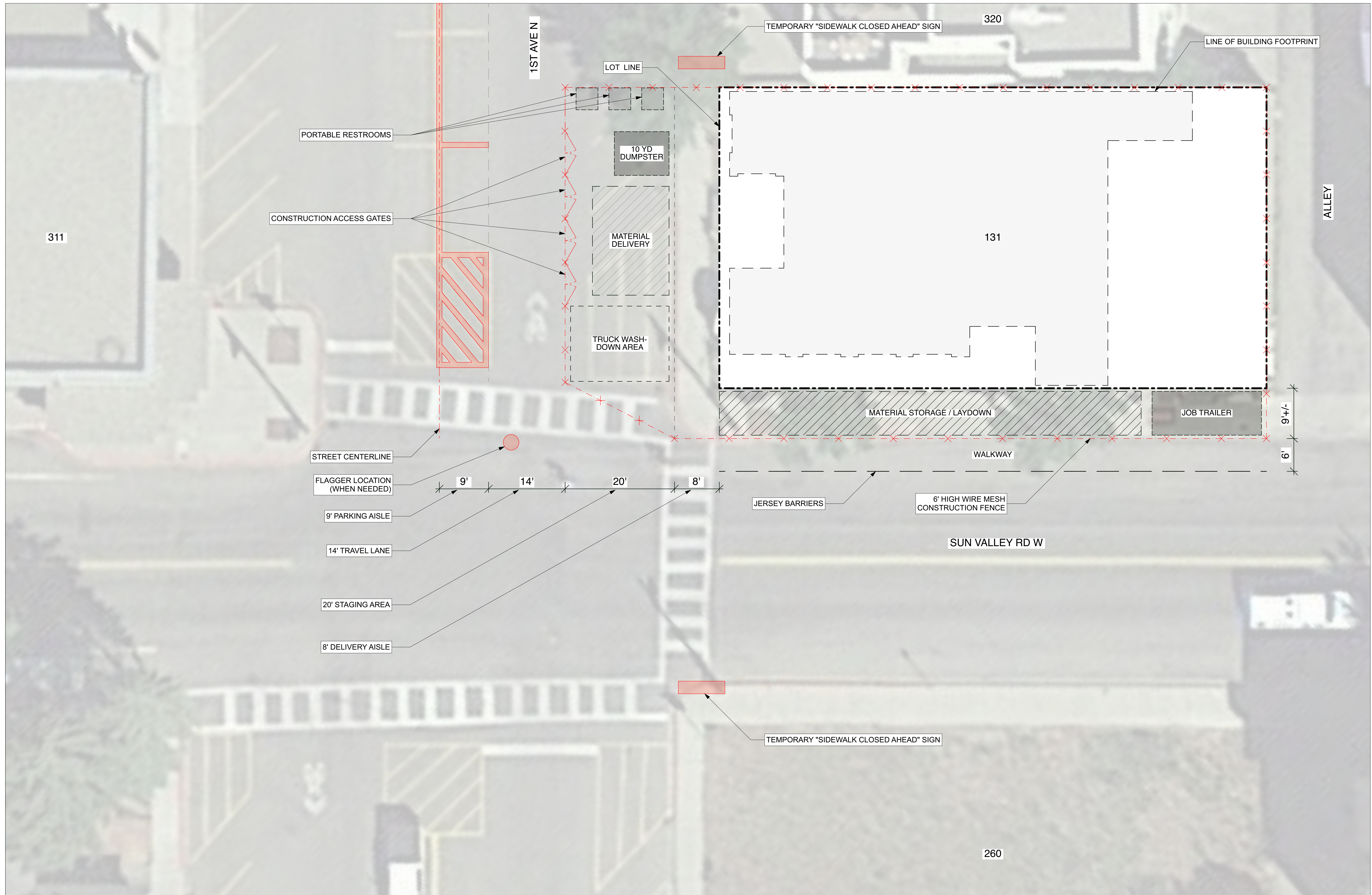
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**CONSTRUCTION MANAGEMENT NOTES**

1. CONSTRUCTION HOURS ARE BETWEEN 7:30 AM - 7:00 PM.
2. NO CONSTRUCTION WILL TAKE PLACE ON SUNDAYS OR MAJOR HOLIDAYS.
3. THE MAXIMUM NOISE LEVEL THAT WILL EVER TAKE PLACE DURING CONSTRUCTION HOURS IS 90 dBA.
4. IF CONSTRUCTION TAKES PLACE OVER WINTER MONTHS, ALL EXCESS SITE SNOW WILL BE REMOVED FROM SITE AND NOT STORED.

5. CONSTRUCTION SCHEDULE: ONCE PERMITTED CONSTRUCTION WILL TAKE PLACE JUNE 2022 THROUGH AUGUST 2023. ANY LANDSCAPING WILL TAKE PLACE IN THE FOLLOWING SPRING ONCE ANY GROUND SNOW COVER HAS MELTED (BOND IF NECESSARY).
6. ALL OTHER PARKING ON PUBLIC STREET PARKING.
7. ALL SIGNAGE WILL MEET M.U.T.C.D. STANDARDS.
8. IF ROAD CLOSURE IS NEEDED, CONTRACTOR WILL SUBMIT T.U.R.P.
9. "ROADWORK AHEAD" & "SIDEWALK CLOSED AHEAD" SIGNS POSTED AT SUN VALLEY ROAD STREET CORNER AS WELL AS ALONG 1ST AVENUE

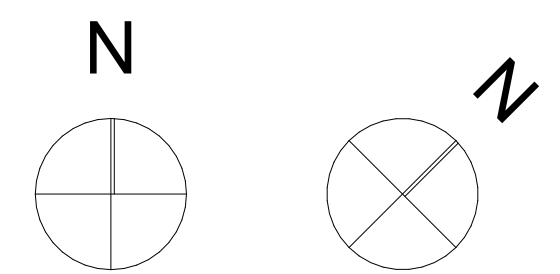
**TRUCKING ROUTE**

- WARMSPRINGS ROAD TO MAIN STREET
- TURN RIGHT ONTO SUN VALLEY ROAD
- TURN RIGHT ONTO 1ST AVE

**CUT & FILL CALCULATIONS**

CUT: 94 CY  
FILL: 51 CY  
NET: 43 CY OF CUT

**CONSTRUCTION MANAGEMENT PLAN**  
SCALE: 1/8" = 1'-0"



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**A200A**  
MAIN LEVEL  
LANDSCAPE / SITE PLAN



TRUMPET HONEYSUCKLE



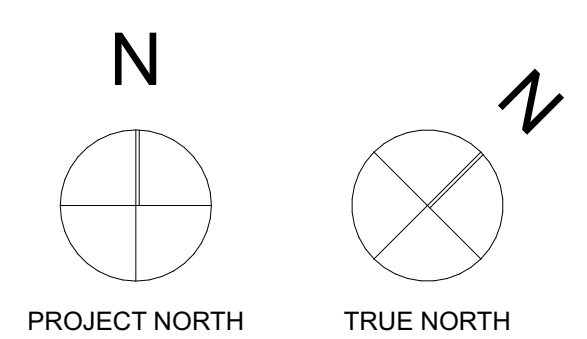
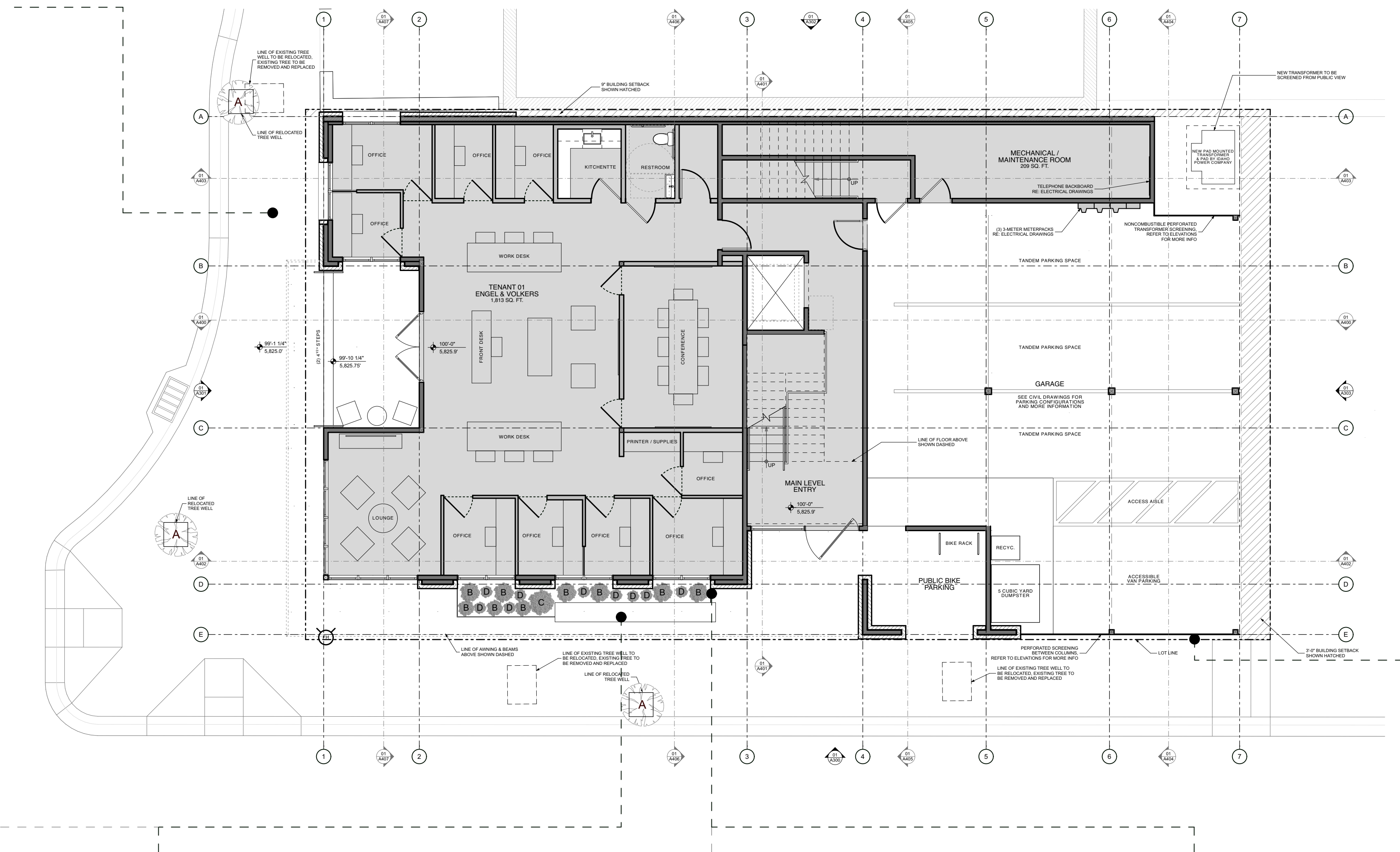
PIXIE FOUNTAIN HAIR GRASS

LANDSCAPE LEGEND - MAIN LEVEL

SPECIES	QUANTITY	SIZE	KEY
TREES	Verify Existing	3	Verify Existing A
GRASSES	Blue Oat Grass (Helictotrichon Sempervirens)	13 / 1	2 Gal. / 3 Gal. B / C
	Pixie Fountain Hair grass (Deschampsia Cespitosa)	13	1 Gal. D

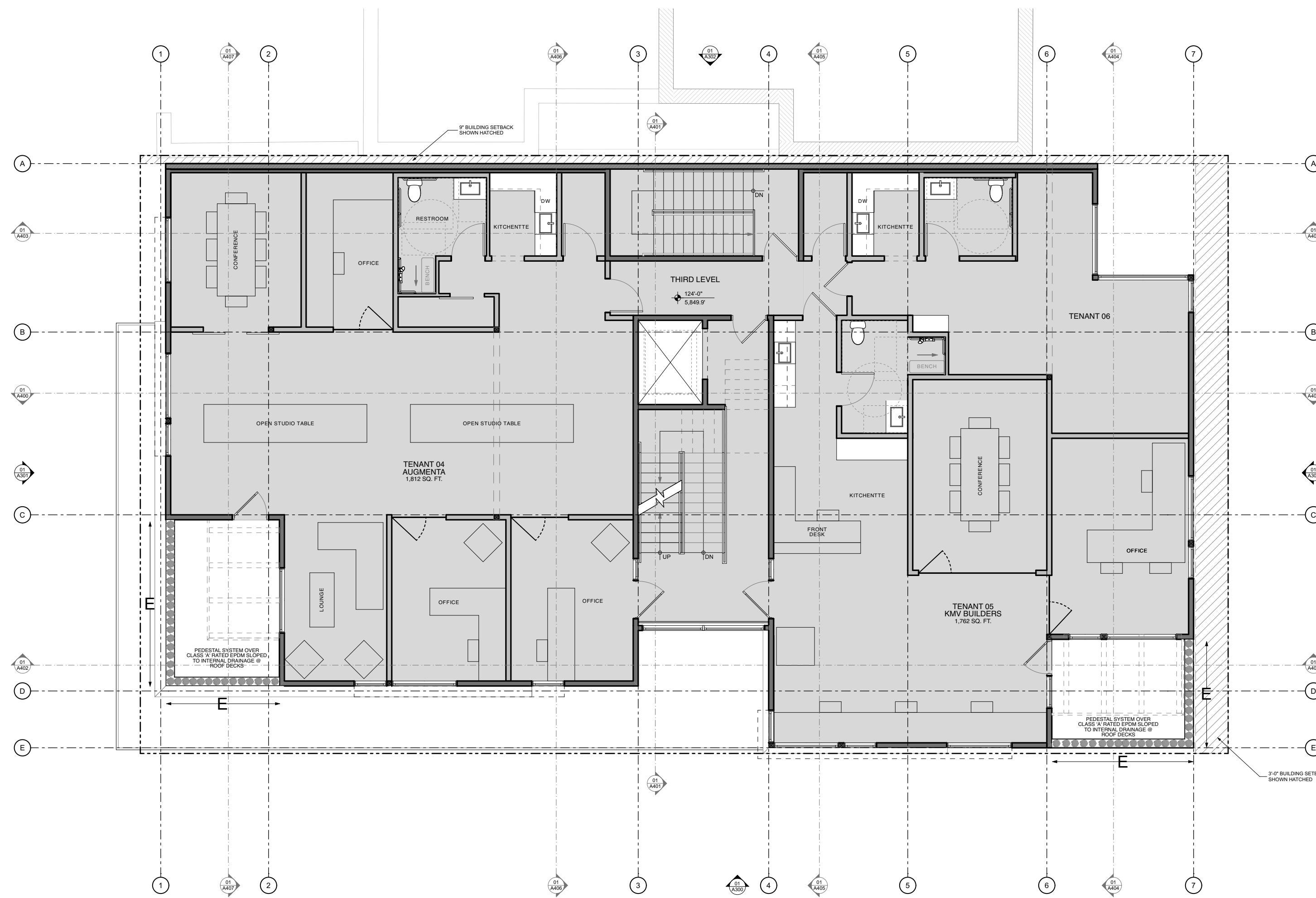


BLUE OAT GRASS

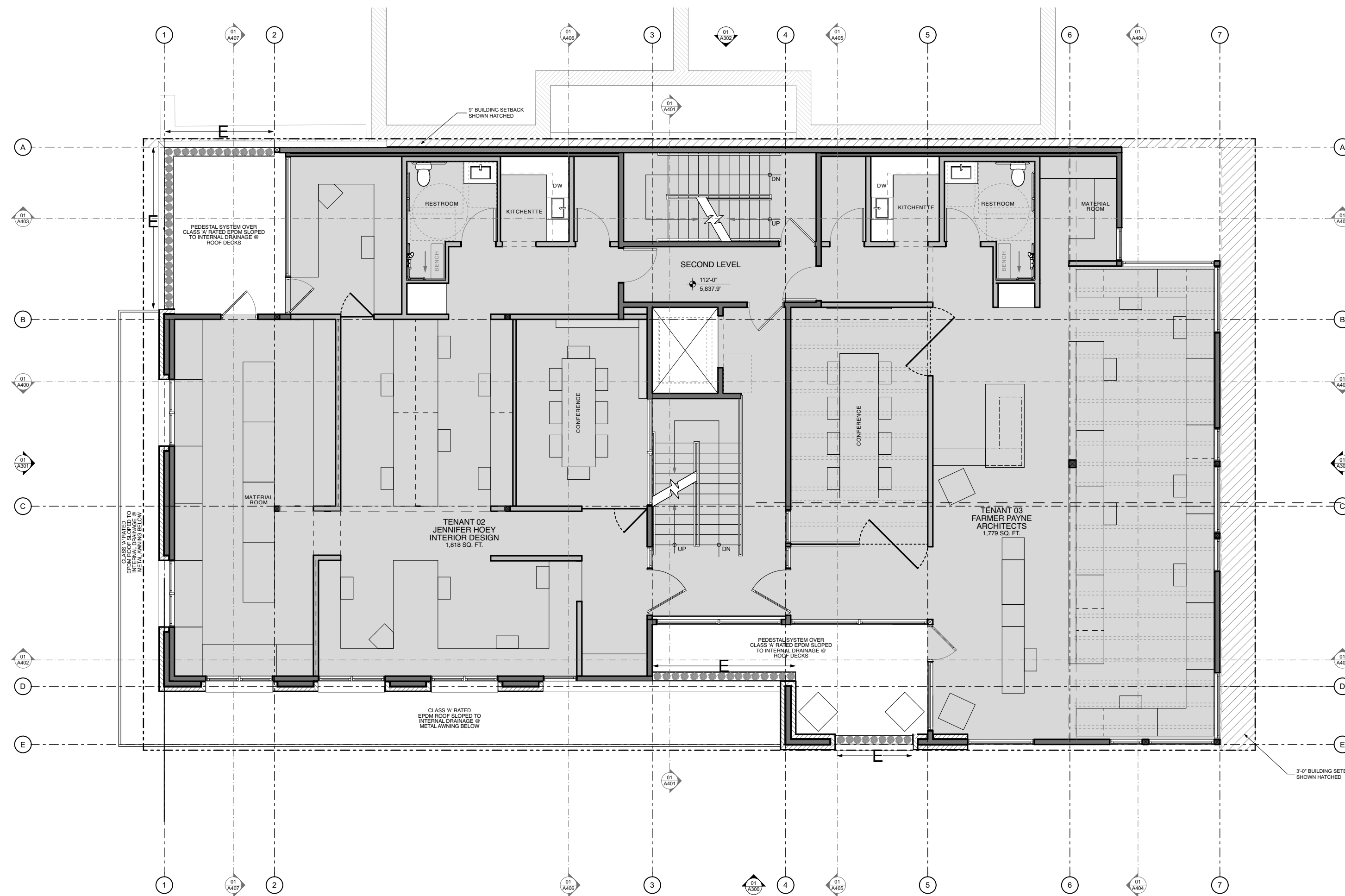


LANDSCAPE / SITE PLAN  
SCALE: 1/8" = 1'-0"

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3RD LEVEL LANDSCAPE PLAN  
SCALE: 1/8" = 1'-0"



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

LANDSCAPE LEGEND - 3RD LEVEL

SPECIES	QUANTITY	SIZE	KEY
VINES Trumpet Honeysuckle (Lonicera Sempervirens)	64	1 Gal.	E



TRUMPET HONEYSUCKLE



LANDSCAPE LEGEND - 2ND LEVEL

SPECIES	QUANTITY	SIZE	KEY
VINES Trumpet Honeysuckle (Lonicera Sempervirens)	57	1 Gal.	E

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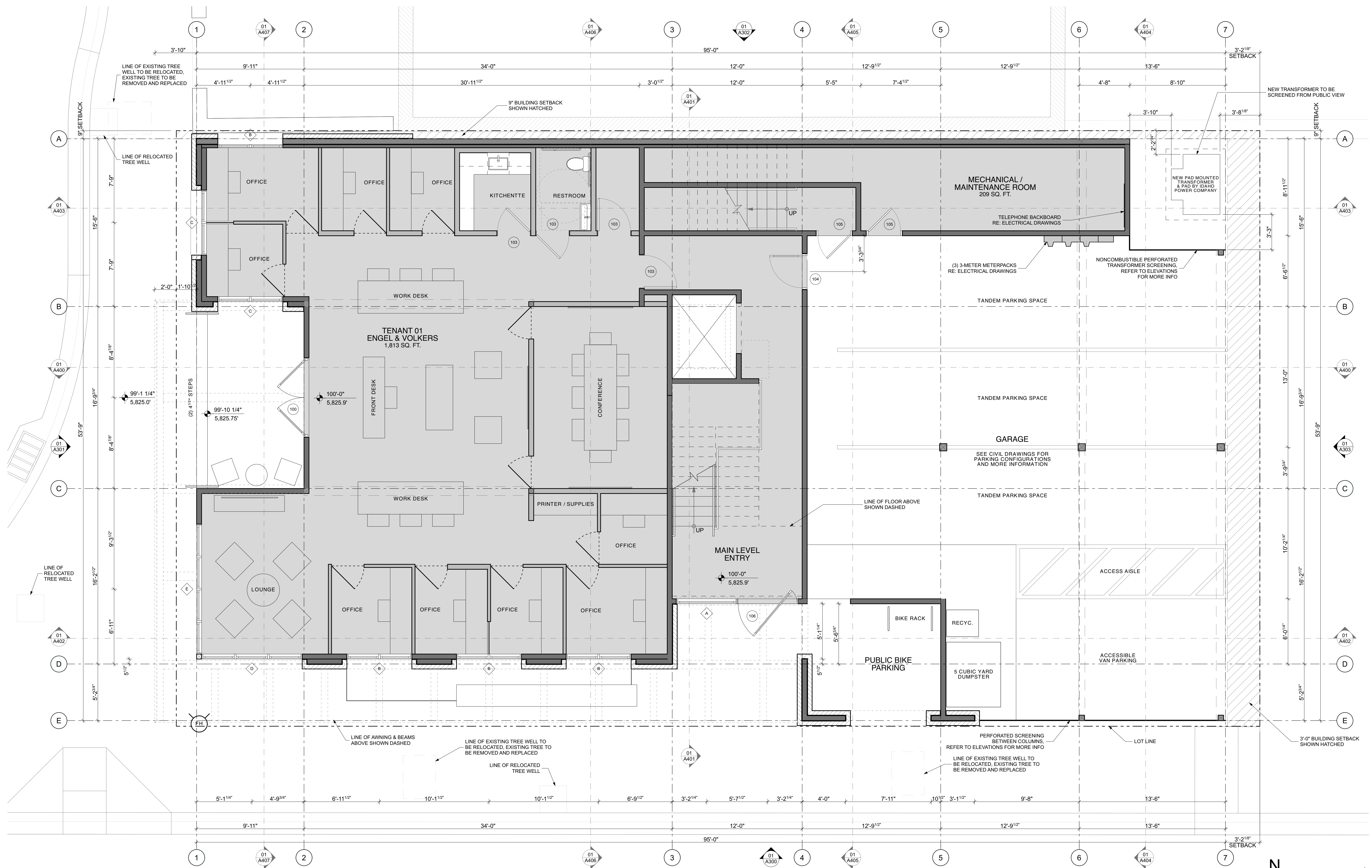
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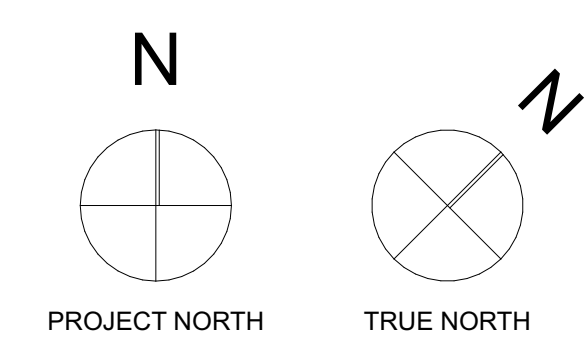
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**A201**  
MAIN LEVEL PLAN



MAIN LEVEL PLAN  
SCALE: 1/4" = 1'-0"



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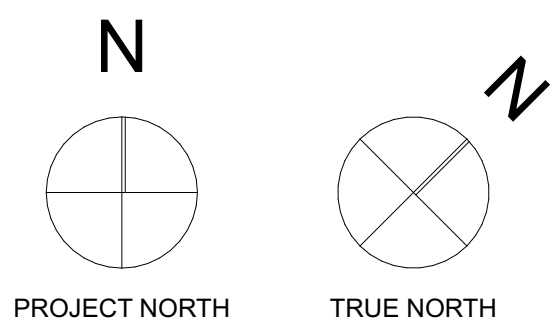
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A202  
2ND LEVEL PLAN



2ND LEVEL PLAN  
SCALE: 1/4" = 1'-0"



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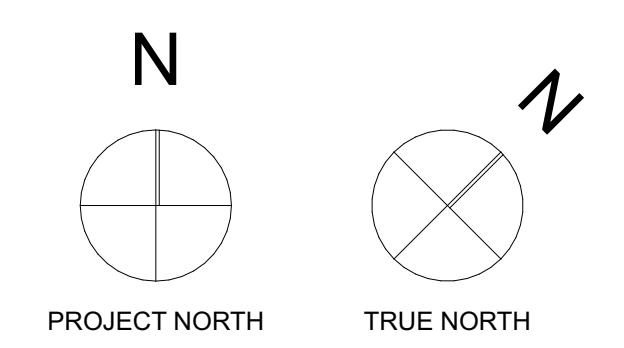
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A203

3RD LEVEL PLAN



3RD LEVEL PLAN  
SCALE: 1/4" = 1'-0"



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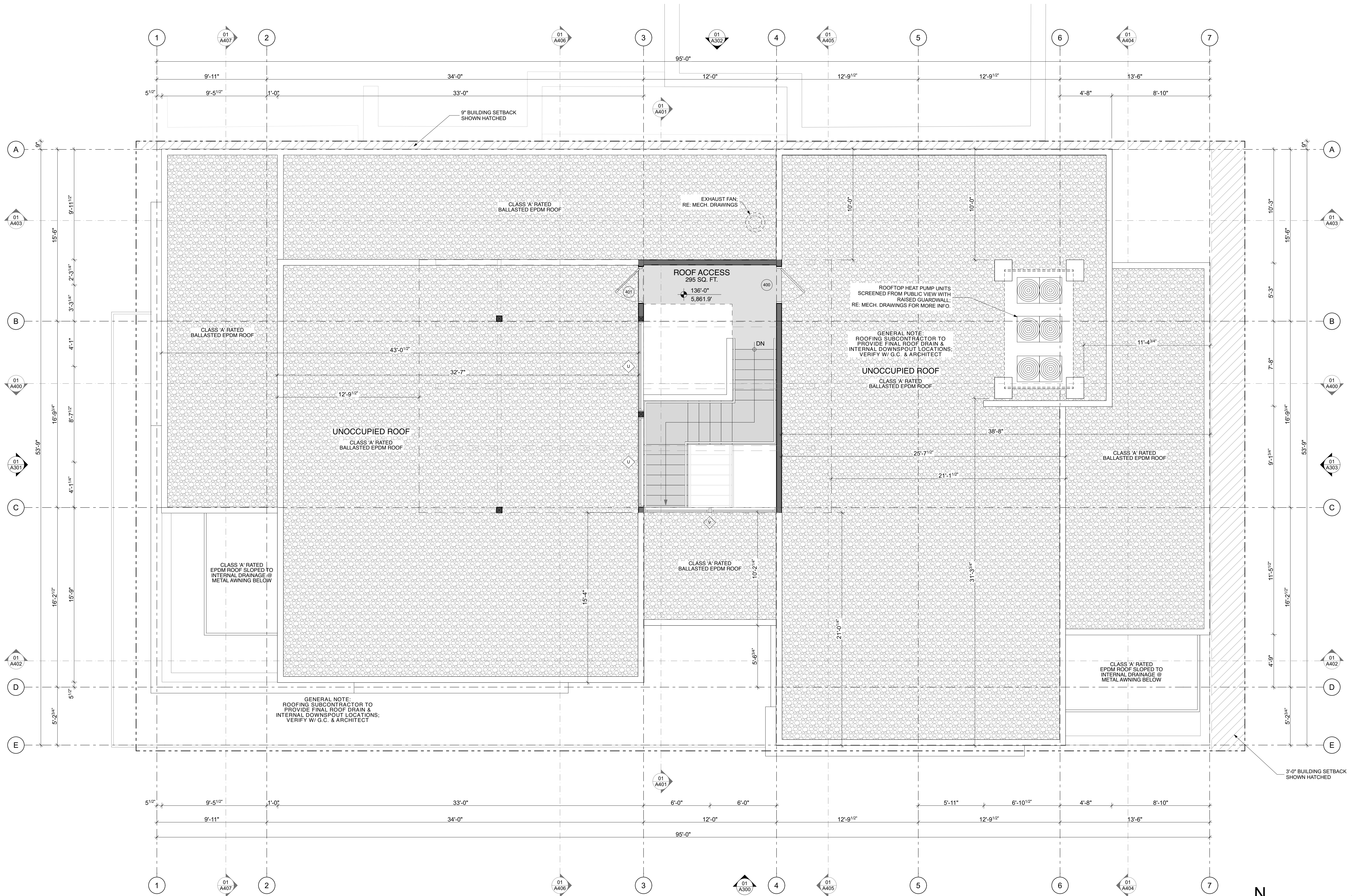
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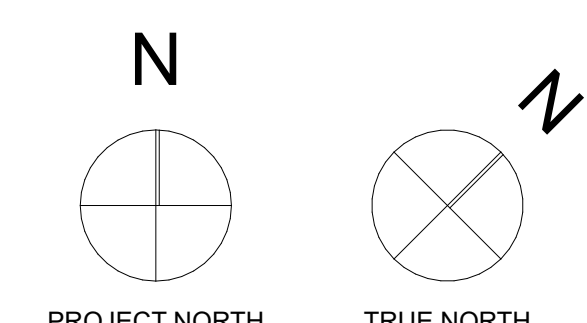
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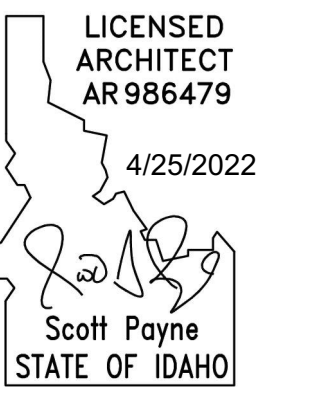
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**A204**  
ROOF PLAN



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





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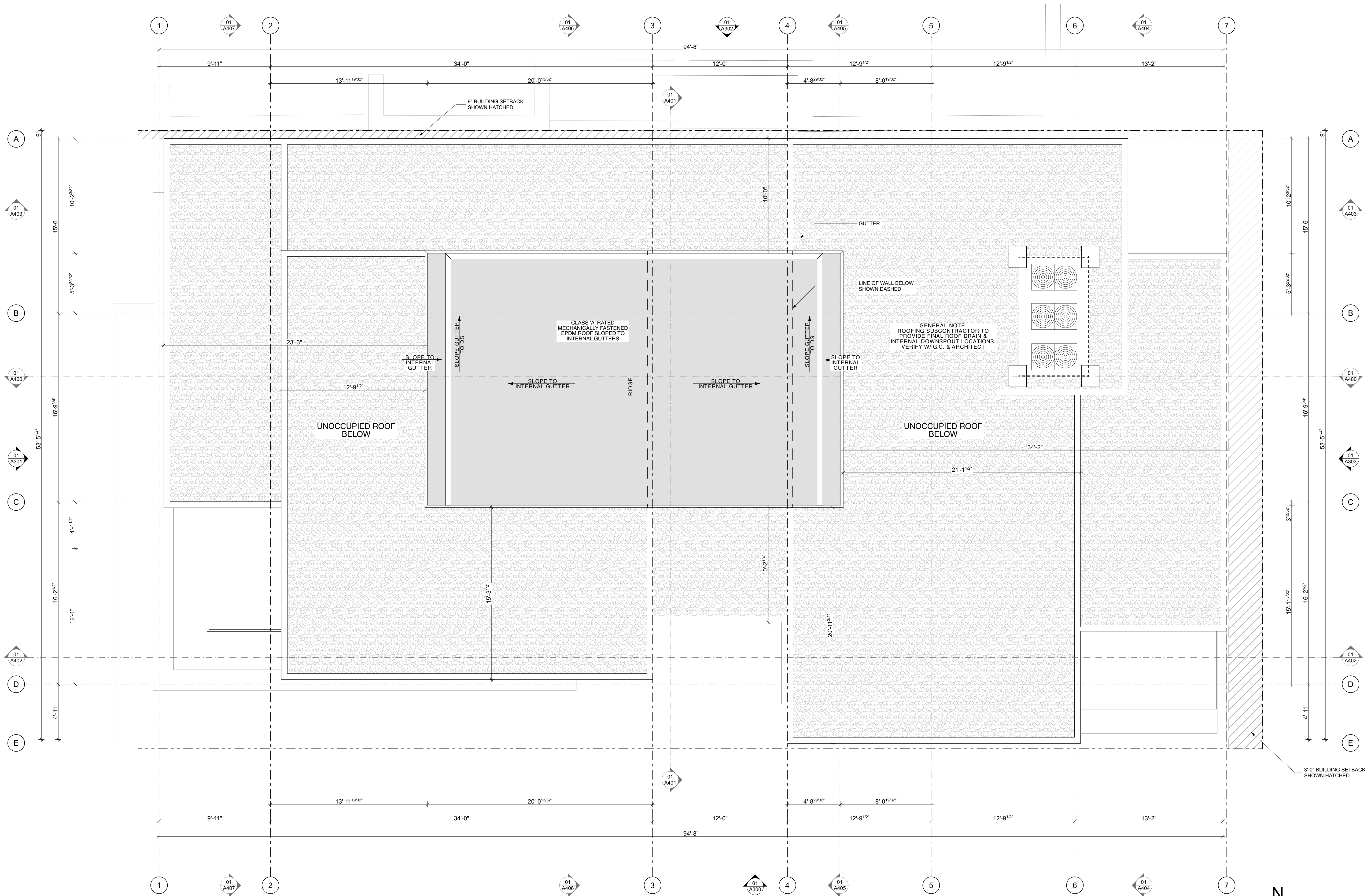
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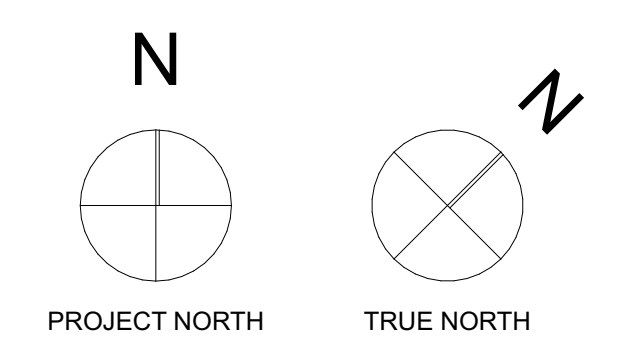
DESIGN REVIEW

A205

UPPER ROOF PLAN



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





ELEVATION KEY NOTES

- 01 Antique Brick Facade with Large Mortar Joints, Quality of General Shale Cambridge Series
- 02 20 ga. Multi-Width Vertical Boxed Seam Metal Siding, Quality of Bryer Axis Series
- 03 20 ga. Blackened Metal Panels
- 04 Thermally Broken Aluminum Window / Door, Typ., Quality of Kolbe Ultra Series or Quaker
- 05 Reclaimed Heavy Timbers, Typ.
- 06 Single-Ply Class 'A' Rated EPDM Roof
- 07 Blackened Plate Steel
- 08 20 ga. Corrugated Metal Siding, Quality of Bryer Axis Series

**FARMERPAYNE**  
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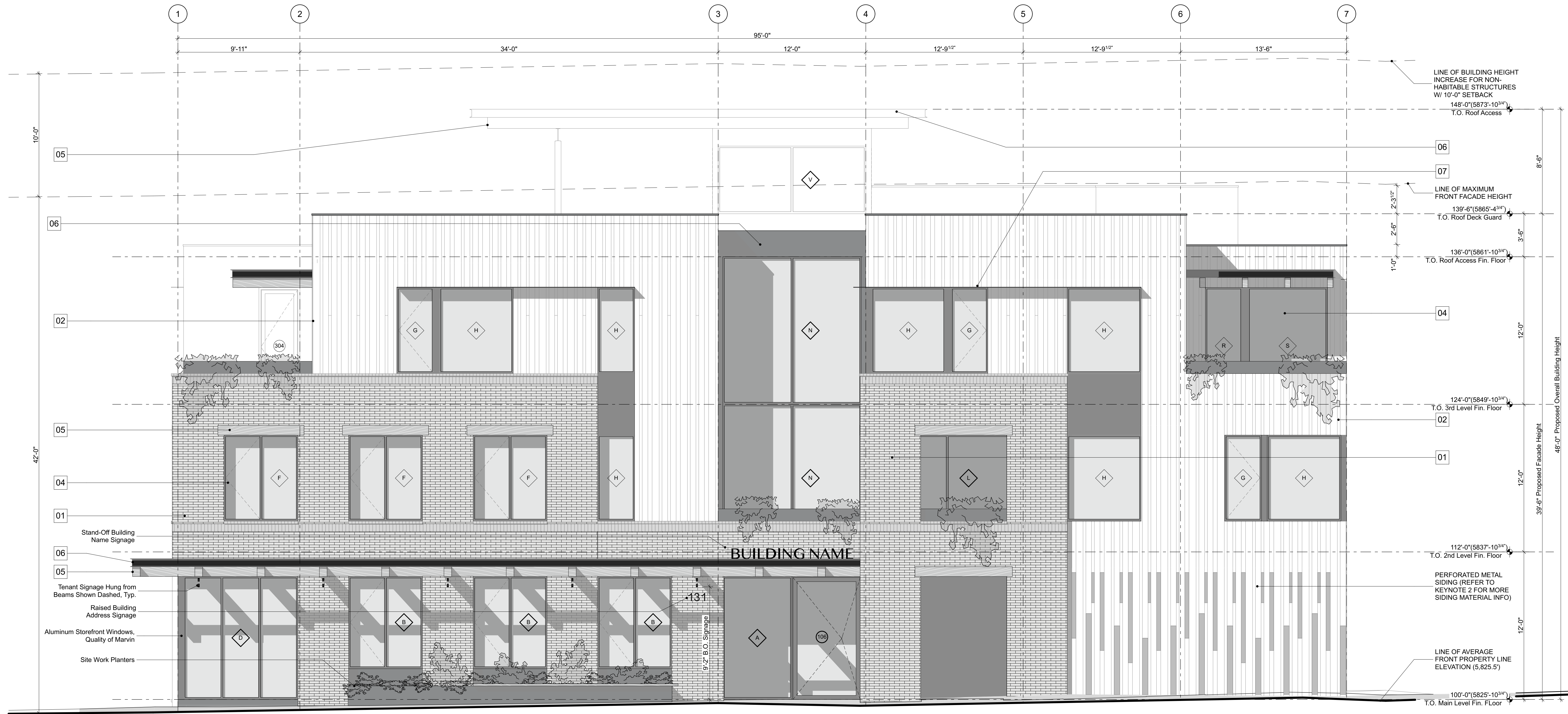
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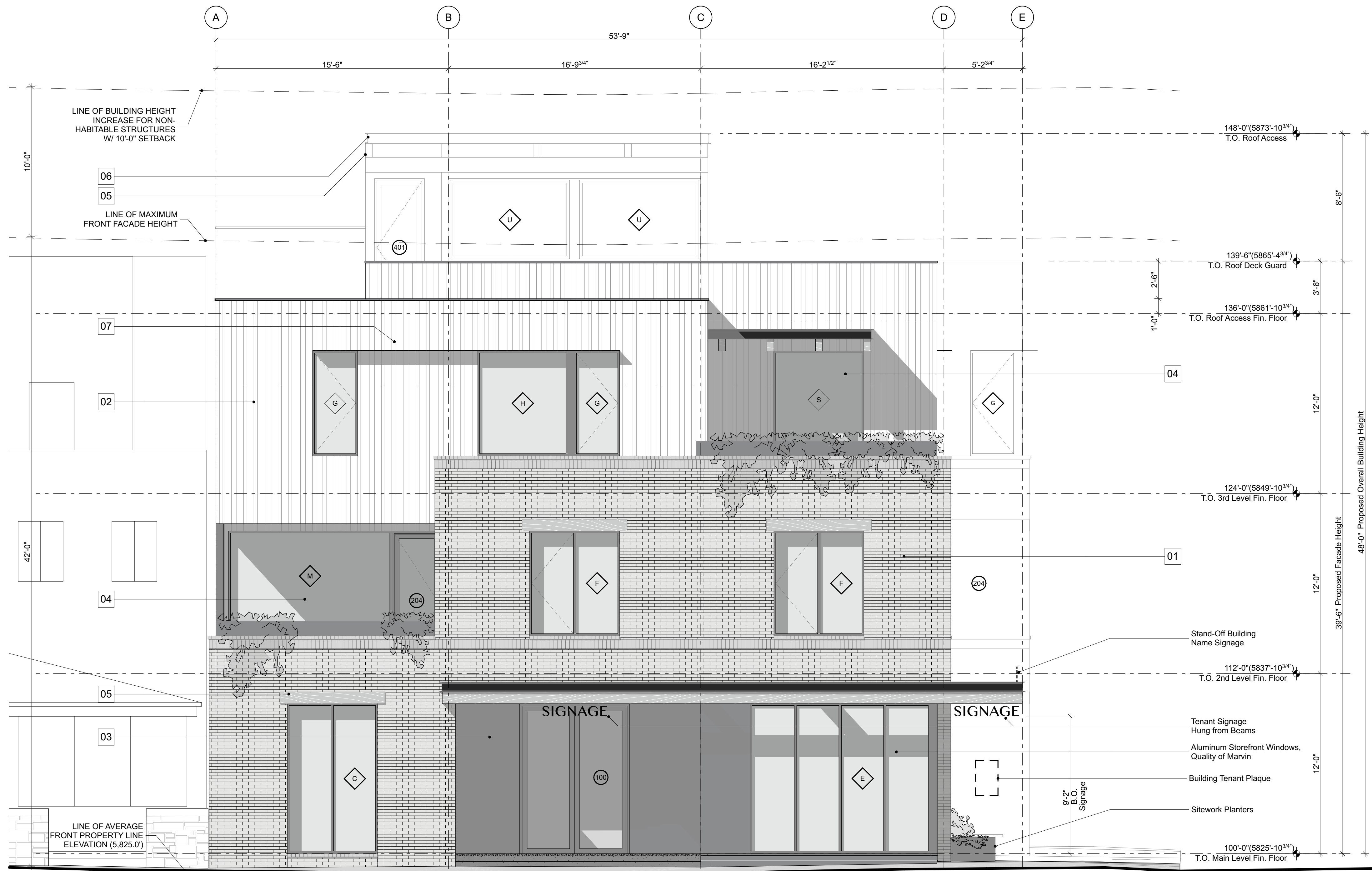
**A300**  
SOUTH BUILDING ELEVATION



01 SOUTH BUILDING ELEVATION  
SCALE: 1/4" = 1'-0"

ELEVATION KEY NOTES

- 01 Antique Brick Facade with Large Mortar Joints, Quality of General Shale Cambridge Series
- 02 20 ga. Multi-Width Vertical Boxed Seam Metal Siding, Quality of Bryer Axis Series
- 03 20 ga. Blackened Metal Panels
- 04 Thermally Broken Aluminum Window / Door, Typ., Quality of Kolbe Ultra Series or Quaker
- 05 Reclaimed Heavy Timbers, Typ.
- 06 Single-Ply Class 'A' Rated EPDM Roof
- 07 Blackened Plate Steel
- 08 20 ga. Corrugated Metal Siding, Quality of Bryer Axis Series

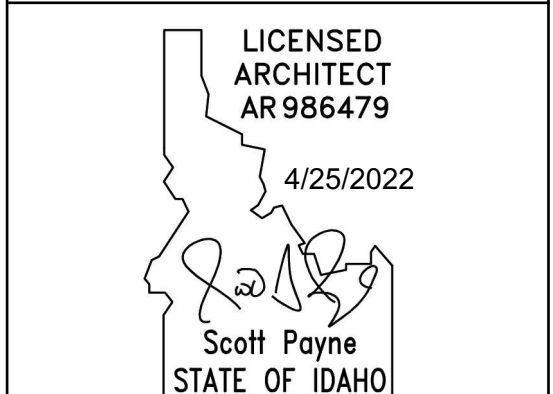


01 WEST BUILDING ELEVATION  
SCALE: 1/4" = 1'-0"

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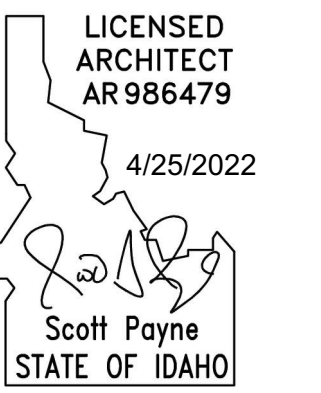
ELEVATION KEY NOTES

- 01 Antique Brick Facade with Large Mortar Joints, Quality of General Shale Cambridge Series
- 02 20 ga. Multi-Width Vertical Boxed Seam Metal Siding, Quality of Bryer Axis Series
- 03 20 ga. Blackened Metal Panels
- 04 Thermally Broken Aluminum Window / Door, Typ., Quality of Kolbe Ultra Series or Quaker
- 05 Reclaimed Heavy Timbers, Typ.
- 06 Single-Ply Class 'A' Rated EPDM Roof
- 07 Blackened Plate Steel
- 08 20 ga. Corrugated Metal Siding, Quality of Bryer Axis Series

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T.307.264.0080

Sun Valley  
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T.208.214.5155

Louisiana  
910 Pierremont Rd., Suite 410  
Shreveport, LA 71106  
T.318.383.3100

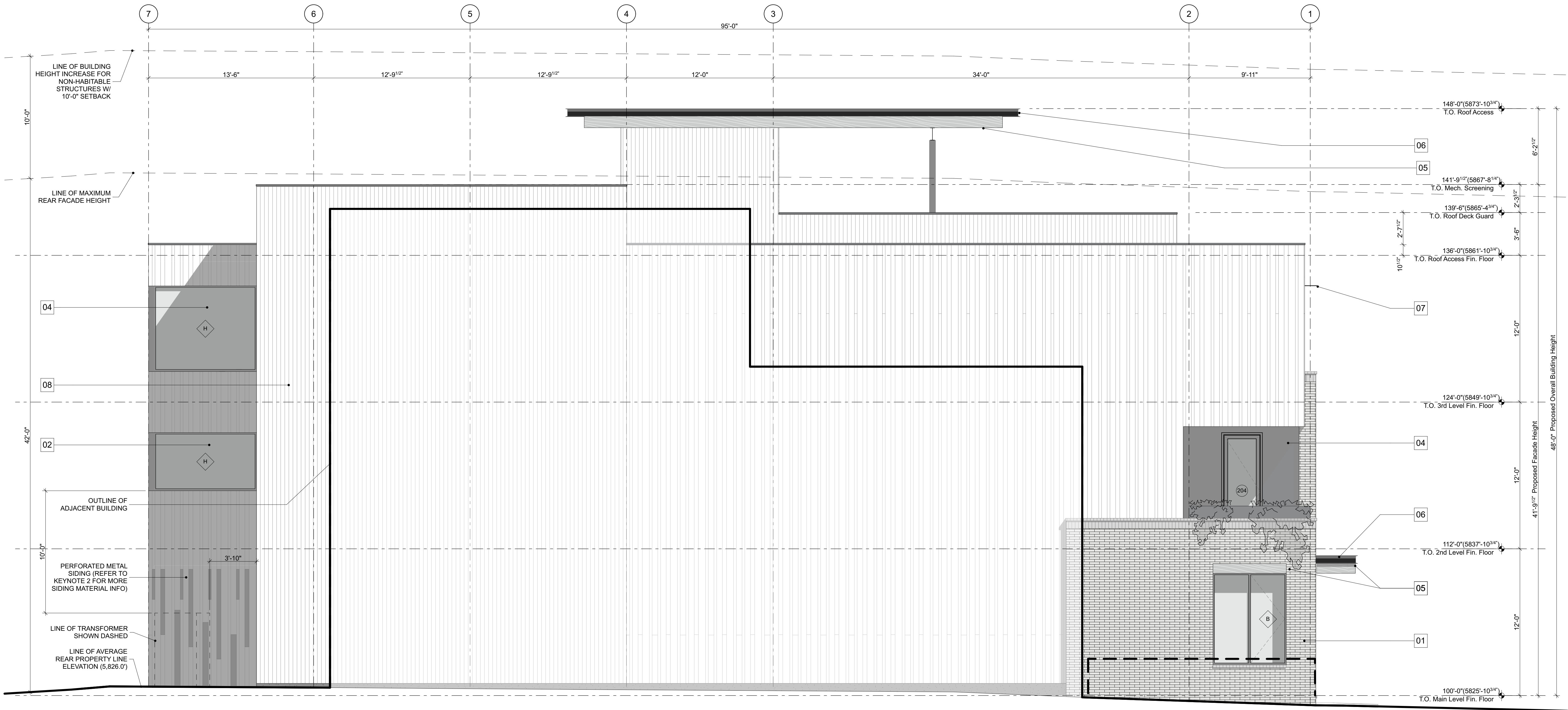


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1st & SUN VALLEY  
OFFICE BUILDING  
131 EAST SUN VALLEY RD  
KETCHUM, ID 83340

DATE: 5/17/22  
PROJECT #: SV2106  
DRAWN: AB/NH  
ISSUE: DESIGN REVIEW

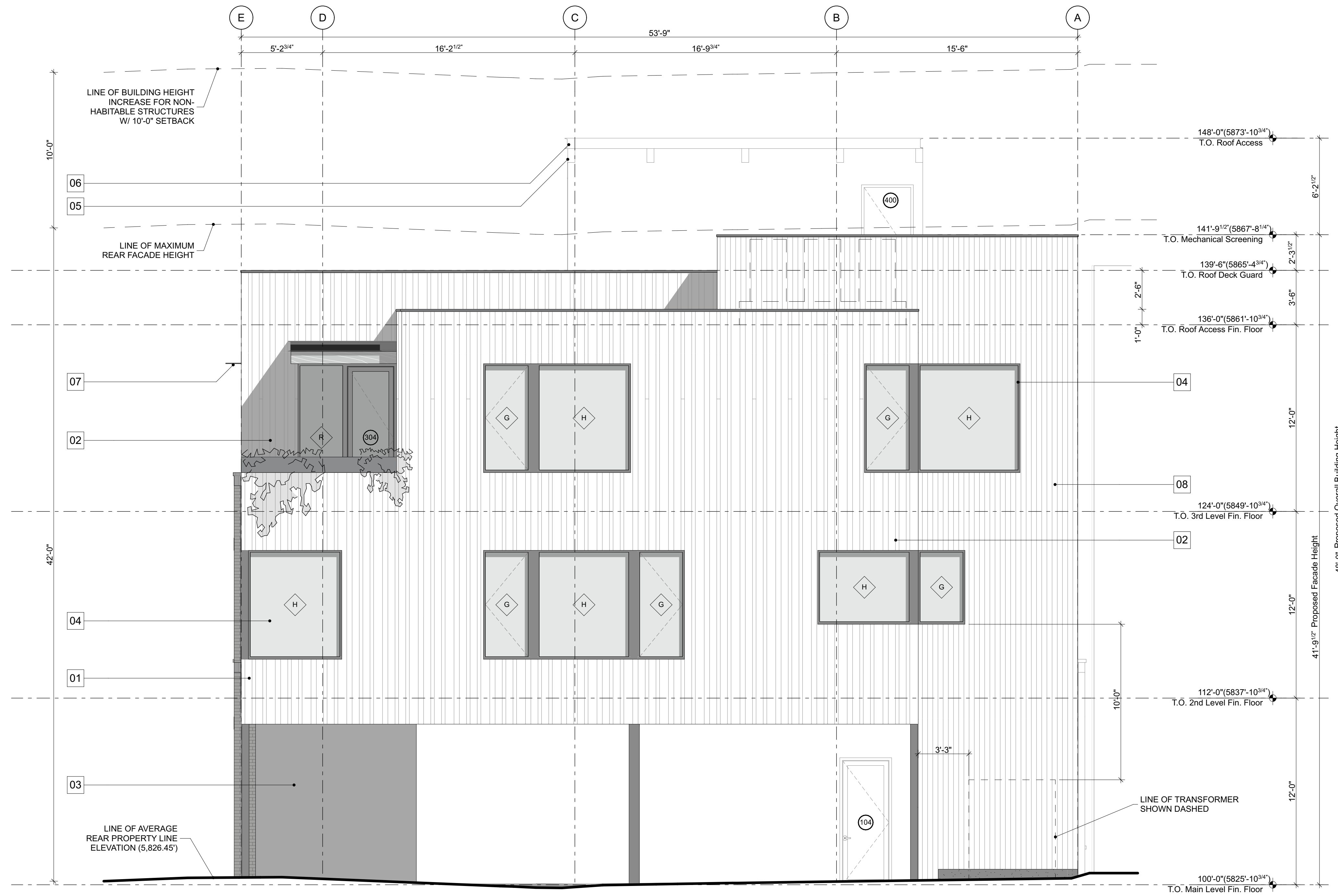
A302  
NORTH BUILDING  
ELEVATION



01 NORTH BUILDING ELEVATION  
SCALE: 1/4" = 1'-0"

ELEVATION KEY NOTES

- 01 Antique Brick Facade with Large Mortar Joints, Quality of General Shale Cambridge Series
- 02 20 ga. Multi-Width Vertical Boxed Seam Metal Siding, Quality of Bryer Axis Series
- 03 20 ga. Blackened Metal Panels
- 04 Thermally Broken Aluminum Window / Door, Typ., Quality of Kolbe Ultra Series or Quaker
- 05 Reclaimed Heavy Timbers, Typ.
- 06 Single-Ply Class 'A' Rated EPDM Roof
- 07 Blackened Plate Steel
- 08 20 ga. Corrugated Metal Siding, Quality of Bryer Axis Series

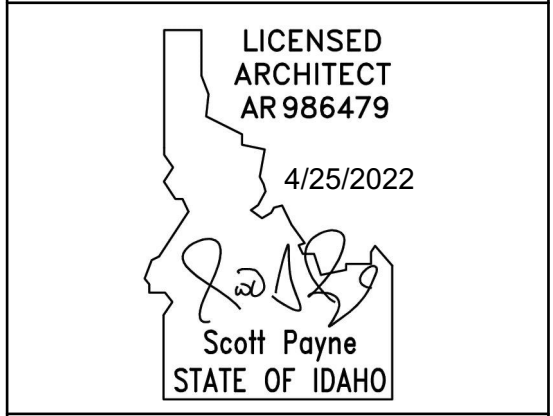


01 EAST BUILDING ELEVATION  
SCALE: 1/4" = 1'-0"

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LICENSED  
ARCHITECT  
AR 986479

4/25/2022

Scott Payne  
STATE OF IDAHO

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PROJECT #: SV2106

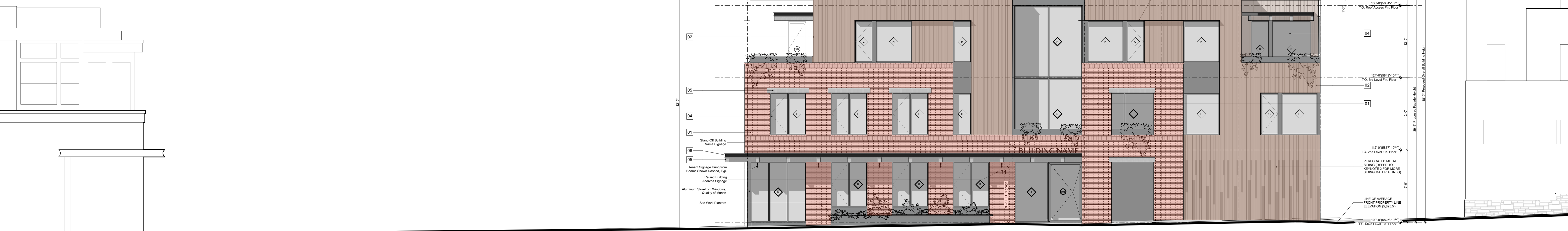
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ISSUE:

DESIGN REVIEW

A304

SOUTH SITE ELEVATION



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

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ARCHITECT  
AR 986479

4/25/2022



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OFFICE BUILDING

131 EAST SUN VALLEY RD  
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DATE: 5/16/22

PROJECT #: SV2106

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DESIGN REVIEW

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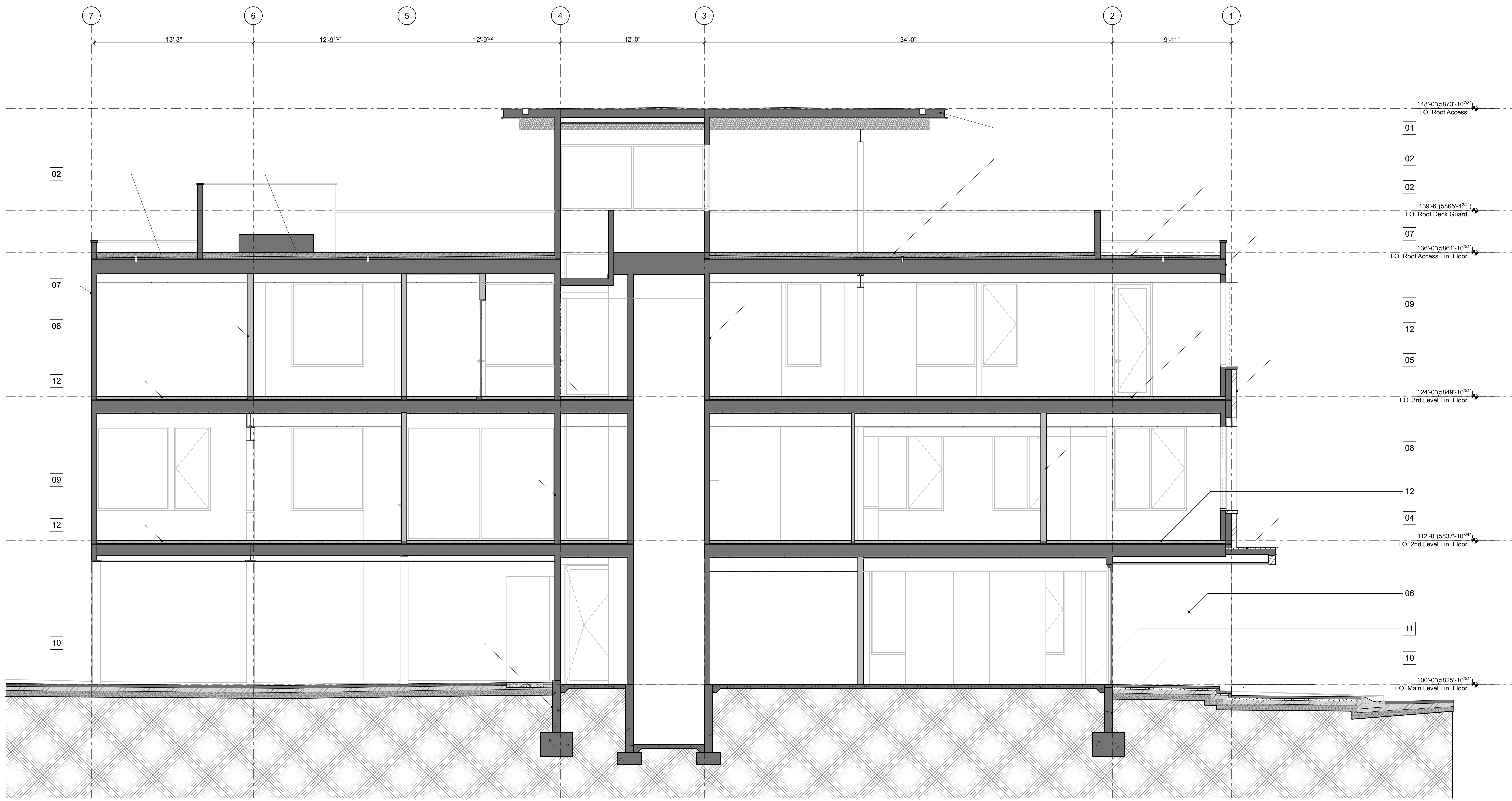


WEST SITE ELEVATION  
SCALE: 1/8" = 1'-0"

**A305**  
WEST SITE ELEVATIONS

ASSEMBLY NOTES

- 1 **Mechanically Fastened EPDM Flat Roof @ Upper Roof:**  
Mechanically fastened EPDM membrane roofing, on tapered rigid insulation (1/2" min.) w/ 0.125:12 slope, on plywood roof sheathing, on I joist framing, Re: Struct., w/ closed cell polyurethane spray foam insulation (R-60 Min.), on Heavy Timbers w/ 1x Stained Oak Soffit @ Exterior.  
@ Interior: Framing per Above over (2) Layers 5/8" Type 'X' GWB on Heavy Timbers w/ dropped 1x Stained Oak Soffit. See roof plan for roof slope and internal gutter/downspout locations. Provide heat cable at all downspouts and scuppers/ gutters.
- 2 **Ballasted EPDM Flat Roof @ Parapet Roof:**  
3/4" +/- Ballast (2" min.), on EPDM membrane roofing, on tapered rigid insulation (1/2" min.) w/ 0.125:12 slope, on plywood roof sheathing, on I joist framing, Re: Struct., w/ closed cell polyurethane spray foam insulation (R-60 Min.), over (2) Layers 5/8" Type 'X' GWB Ceiling. See roof plan for roof slope and drain/downspout locations. Provide heat cable at all downspouts and scuppers.
- 3 **Paver Flat Roof @ Roof Deck:**  
Pavers on pedestal system (spec TBD), on EPDM Membrane Roofing, on Tapered Rigid Insulation (1/2" min.) w/ 0.125:12 slope, on Plywood Roof Sheathing, on I Joist Framing, Re: Struct., w/ closed cell polyurethane spray foam insulation (R-60 Min.), over (1) Layer 5/8" Type 'X' GWB Ceiling. Provide Downspouts per plan & provide heat cable at all downspout locations.
- 4 **Flat Roof @ Metal Awning:**  
EPDM Roofing Membrane, on Roof Decking, over Roof Framing, RE: Struct., on Heavy Timber Beams W/ 1x Stained Oak Soffit
- 5 **Exterior Wall Assembly @ Limewashed or Painted Antique Brick Veneer:**  
Limewashed or Painted Running Bond Old Brick Veneer on 5-1/2" Brick Shelf or Steel Angle, Re: Struct. with with Toothed Corners/Openings (Ref: Elevations), with adjustable brick ties (spaced per Manufacturers Specifications), expansion joints (inside corners), weep holes and Copper Damp proof Flashing, (Ref: Specifications), with 1" Ivory Buff mortar joints (verify with Architect with samples), with Copper Flashing and, Typ., on Commercial Grade Weather Resistant Barrier, on 1/2" plywood sheathing (NO OSB), on Wood Stud Wall Framing, Re: Struct with Spray Foam Insulation (full depth of stud), Typ. Color and Finish TBD
- 6 **Exterior Wall Framing @ Metal Panel Siding:**  
20 ga. Kynar Coated Metal Panels over Furring Strips, on Black Underlayment Drain Wrap/ Weather Barrier, on Exterior Plywood Sheathing, on Wood Stud Wall Framing, Re: Struct. w/ Spray Foam Insulation (full depth of stud), Typ. Color and Finish TBD
- 7 **Exterior Wall Framing @ Multi-Width Vertical Boxed Seam:**  
20 ga. Kynar Coated Bryer Axis Series Multi-Width Vertical Boxed Seam Metal Panels, over Furring Strips, over Black Underlayment Drain Wrap/ Weather Barrier, on Exterior Plywood Sheathing, over Wood Stud Wall framing, Re: Struct. w/Spray Foam Insulation (full depth of stud), Typ. Color and Finish TBD
- 8 **Interior Wall Framing:**  
2x Stud Wall Framing, Re: Struct., w/ 5/8" textured & painted gypsum wall board. (Fire tape @ Garage, Mechanical space, and Corridor/ Office Walls. See Wall Sections for Details & Structural Drawings for Shear Wall Locations.
- 9 **Interior Wall Framing 1HR Fire Assembly:**  
2x Stud Wall Framing, Re: Struct., w/ 5/8" Type 'X' GWB (both sides of wall) textured & painted gypsum wall board. (Fire tape @ Garage, Mechanical space, and Corridor/Office Walls. See Wall Sections for details. Structural Drawings for Shear Wall Locations. **VF Wall assembly and STC rating w/ Arch.**
- 10 **Foundation Wall, Typ:**  
2" Extruded polystyrene insulation (R-10), on Fluid Applied waterproofing, on Foundation/ Retaining Wall, RE: Struct.  
Above grade: Provide Metal flashing over drainage/protection/insulation board.
- 11 **Slab on Grade:**  
Polished 4" Reinforced Concrete Slab, Over 8 Mil Vapor Barrier (Taped & Sealed), on 2" Rigid Insulation, Over Washed Rock, Over Compacted Base, RE: Struct.
- 12 **2nd, 3rd & Roof Access 1HR Fire Rated Floor Assembly:**  
3" Concrete Topping Slab on plywood sheathing, on TJ Joists (RE:Struct.), w/ sound insulation over (2) layers of 5/8" Type 'X' GWB. Refer to RCP & Building Sections for Dropped Ceiling Locations (RE: Struct.)
- 13 **Paver Deck Assembly:**  
Pavers on pedestal system (spec TBD), on EPDM Membrane Roofing, on Tapered Rigid Insulation (1/2" min.) w/ 0.125:12 slope, on Plywood Sheathing, on Deck Framing, Re: Struct., W/ 1x Stained Oak Soffit. Downspouts per plan & provide heat cable at all downspout locations.

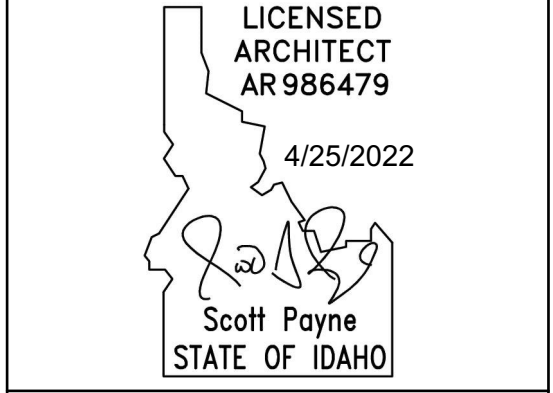


01 LONGITUDINAL CENTRAL BUILDING SECTION  
SCALE: 1/4" = 1'-0"

Jackson Hole  
260 West Broadway, Suite A  
Jackson, WY 83301  
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131 EAST SUN VALLEY RD  
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DATE:	4/25/22
PROJECT #:	SV2106
DRAWN:	AB/NH
ISSUE:	DESIGN REVIEW

**A400**  
BUILDING SECTION

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OFFICE BUILDING  
131 EAST SUN VALLEY RD  
KETCHUM, ID 83340

DATE: 4/25/22

PROJECT #: SV2106

DRAWN: AB/NH

ISSUE:

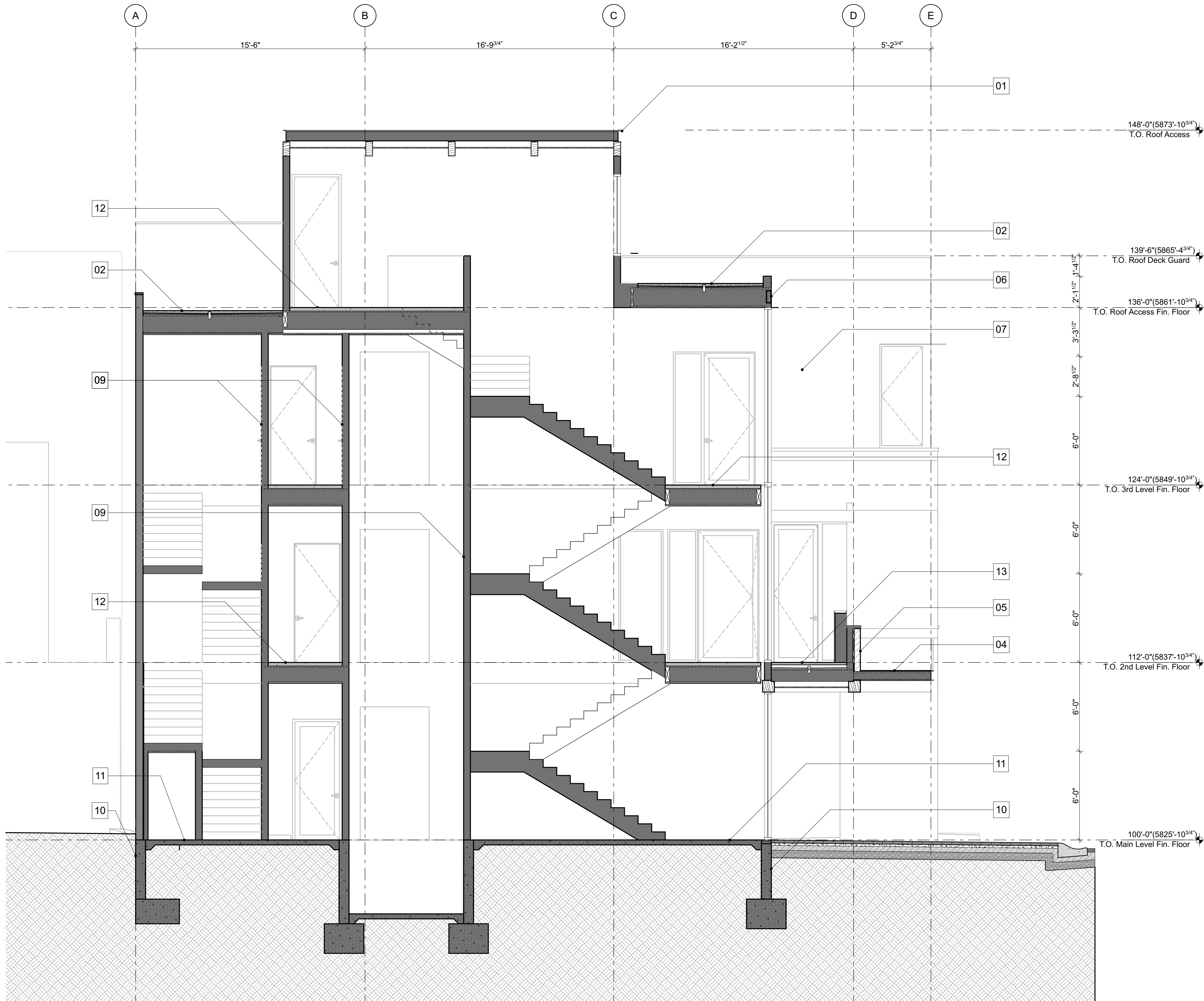
DESIGN REVIEW

A401

BUILDING SECTION

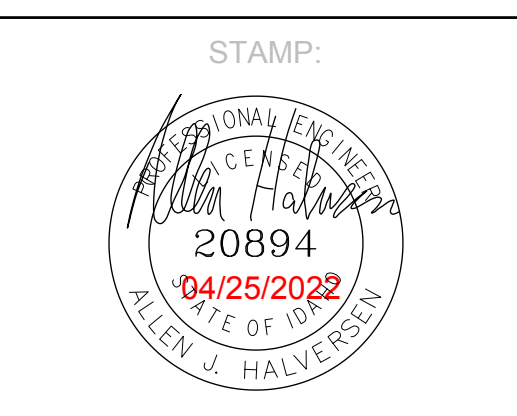
ASSEMBLY NOTES

- 1 **Mechanically Fastened EPDM Flat Roof @ Upper R:**  
Mechanically fastened EPDM membrane roofing, on tapered rigid insulation (1/2" min.) w/ 0.125:12 slope, or plywood roof sheathing, on I joist framing, Re: Struct., w/ closed cell polyurethane spray foam insulation (R-60 M on Heavy Timbers w/ 1x Stained Oak Soffit @ Exterior. @ Interior: Framing per Above over (2) Layers 5/8" Typ GWB on Heavy Timbers w/ dropped 1x Stained Oak So See roof plan for roof slope and internal gutter/downspout locations. Provide heat cable at all downspouts and scuppers/gutters.
- 2 **Ballasted EPDM Flat Roof @ Parapet Roof:**  
3/4" Ballast (2" min.), on EPDM membrane roofing, on tapered rigid insulation (1/2" min.) w/ 0.125:12 slope, on plywood roof sheathing, on I joist framing, Re: Struct., w/ closed cell polyurethane spray foam insulation (R-60 Min.), over (2) Layers 5/8" Type "X" GWB Ceiling. See roof plan for roof slope and drain/downspout locations. Provide heat cable at all downspouts and scuppers.
- 3 **Paver Flat Roof @ Roof Deck:**  
Pavers on pedestal system (spec TBD), on EPDM Membrane Roofing, on Tapered Rigid Insulation (1/2" min.) w/ 0.125:12 slope, on Plywood Roof Sheathing, on I joist Framing, Re: Struct., w/ closed cell polyurethane spray foam insulation (R-60 Min.), over (1) Layer 5/8" Type "X" GWB Ceiling. Provide Downspouts per plan & provide heat cable at all downspout locations.
- 4 **Flat Roof @ Metal Awning:**  
EPDM Roofing Membrane, on Roof Decking, over Roof Framing, RE: Struct., on Heavy Timber Beams W/ 1x Stained Oak Soffit
- 5 **Exterior Wall Assembly @ Limestone or Painted Antique Brick Veneer:**  
Limestone or Painted Running Bond Old Brick Veneer on 5-1/2" Brick Shelf or Steel Angle, Re: Struct. with Toothed Corners/Openings (Ref. Elevations), with adjustable brick ties (spaced per Manufactures Specifications), expansion joints (inside corners), weep holes and Copper Damp proof Flashing, (Ref. Specifications), with 1" Ivory Buff mortar joints (verify with Architect with samples), with Copper Flashing and, Typ., on Commercial Grade Weather Resistant Barrier, on 1/2" plywood sheathing (NO OSB), on Wood Stud Wall Framing, Re: Struct with Spray Foam Insulation (full depth of stud), Typ.
- 6 **Exterior Wall Framing @ Metal Panel Siding:**  
20 ga. Kynar Coated Metal Panels over Furring Strips, on Black Underlayment Drain Wrap/ Weather Barrier, on Exterior Plywood Sheathing, on Wood Stud Wall Framing, Re: Struct. w/ Spray Foam Insulation (full depth of stud), Typ. Color and Finish TBD
- 7 **Exterior Wall Framing @ Multi-Width Vertical Boxed Seam:**  
20 ga. Kynar Coated Bryer Axis Series Multi-Width Vertical Boxed Seam Metal Panels, over Furring Strips, over Black Underlayment Drain Wrap/ Weather Barrier, on Exterior Plywood Sheathing, over Wood Stud wall framing, Re: Struct. w/Spray Foam Insulation (full depth of stud), Typ. Color and Finish TBD
- 8 **Interior Wall Framing:**  
2x Stud Wall Framing, Re: Struct. w/ 5/8" textured & painted gypsum wall board, (Fire tape @ Garage, Mechanical space, and Corridor/ Office Walls. See Wall Sections for Details & Structural Drawings for Shear Wall Locations.
- 9 **Interior Wall Framing 1HR Fire Assembly:**  
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Above grade: Provide Metal flashing over drainage/protection/insulation board.
- 11 **Slab on Grade:**  
Polished 4" Reinforced Concrete Slab, over 8 Mil Vapor Barrier (Taped & Sealed), on 2" Rigid Insulation, Over Washed Rock, Over Compacted Base, RE: Struct.
- 12 **2nd, 3rd & Roof Access 1HR Fire Rated Floor Assembly:**  
3" Concrete Topping Slab on plywood sheathing, on I Joists (RE:Struct.), w/ sound insulation over (2) layers of 5/8" Type "X" GWB. Refer to RCP & Building Sections for Dropped Ceiling Locations (RE: Struct.)
- 13 **Paver Deck Assembly:**  
Pavers on pedestal system (spec TBD), on EPDM Membrane Roofing, on Tapered Rigid Insulation (1/2" min.) w/ 0.125:12 slope, on Plywood Sheathing, on Deck Framing, Re: Struct., W/ 1x Stained Oak Soffit. Downspouts per plan & provide heat cable at all downspout locations.



01 MECHANICAL /CORRIDOR BUILDING SECTION  
SCALE: 1/4" = 1'-0"





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 KETCHUM, ID 83340

DATE:	04/22/22
PROJECT #:	21-402
DRAWN:	AH/MB
ISSUE:	
DRC	
Permit Set	
Permit Set Resubmittal	
Permit Set Resubmittal 2	
100% CD Set	

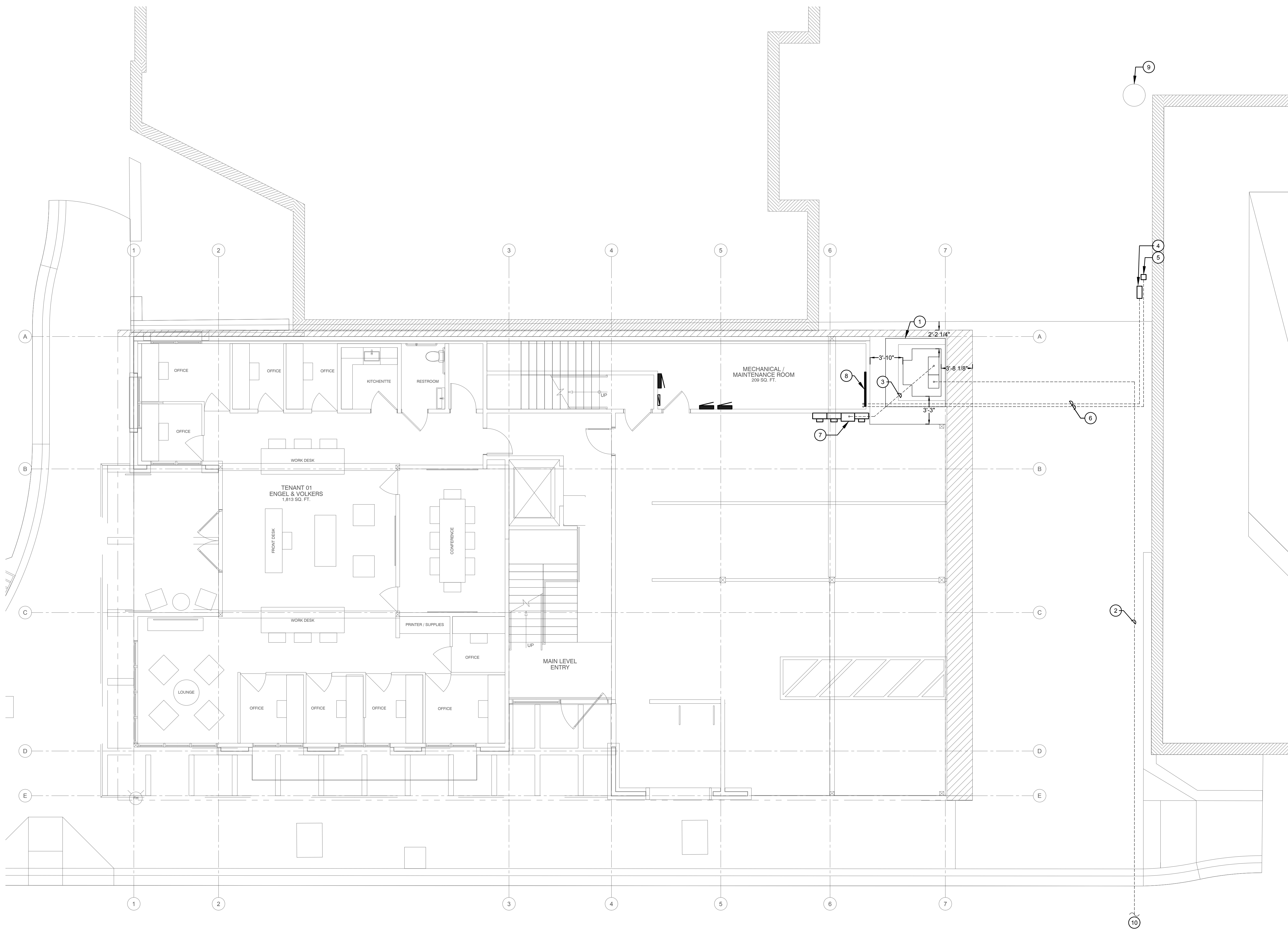
**E101**  
 SITE ELECTRICAL PLAN

**KEYED NOTES:**

- # SYMBOL USED FOR NOTE CALLOUT.
- 1. NEW PAD MOUNTED TRANSFORMER AND PAD BY IDAHO POWER COMPANY. PROTECTIVE BLAST SHIELD PROVIDED BY ELECTRICAL CONTRACTOR. MAINTAIN REQUIRED CLEARANCES.
- 2. NEW UNDERGROUND PRIMARY CONDUIT AND CONDUCTOR BY IDAHO POWER COMPANY. COORDINATE INSTALLATION WITH IDAHO POWER.
- 3. NEW UNDERGROUND SECONDARY CONDUIT AND CONDUCTOR BY IDAHO POWER COMPANY. COORDINATE INSTALLATION WITH IDAHO POWER.
- 4. EXISTING CENTURY LINK PEDESTAL TO REMAIN. COORDINATE NEW CONDUIT CONNECTION WITH CENTURY LINK.
- 5. EXISTING COX COMMUNICATIONS PEDESTAL TO REMAIN. COORDINATE NEW CONDUIT CONNECTION WITH COX COMMUNICATIONS.
- 6. (1) 2" CONDUIT FOR PHONE SERVICE. (1) 2" CONDUIT FOR CATV SERVICE. COORDINATE INSTALLATIONS REQUIREMENTS WITH UTILITIES. STUB CONDUITS 12" ABOVE FLOOR AT TVB AND STUB CONDUITS TO NEAREST TELEPHONE UTILITY PEDESTAL COORDINATE UTILITY LOCATION PRIOR TO ROUGH-IN. PROVIDE CONDUIT AS REQUIRED. MARK LOCATION WITH MONUMENT MARKER. PROVIDE 1000 LB PULL-LINE WITH EACH CONDUIT.
- 7. (3) 3-METER METERPACKS AND MAIN DISCONNECT SWITCH BY ELECTRICAL CONTRACTOR. SEE SHEET E6.01 FOR MORE INFORMATION.
- 8. NEW TELEPHONE BACKBOARD ROUGH-IN. SEE SHEET E7.01 FOR MORE INFORMATION.
- 9. EXISTING IDAHO POWER POWER POLE.
- 10. TO EXISTING SECTIONALIZING CABINET 'CR20'.

**GENERAL NOTES:**

- A. CONTRACTOR SHALL COORDINATE WITH AN UNDERGROUND LOCATING SERVICE PRIOR TO COMMENCING WORK. COORDINATE WITH OTHER SITE DISCIPLINES.
- B. ROUTE CONDUITS IN COMMON TRENCH WHERE POSSIBLE REFER TO TRENCHING DETAIL.
- C. SEE ARCHITECTURAL AND CIVIL DRAWINGS FOR ADDITIONAL INFORMATION.
- D. UTILITY EQUIPMENT SHOWN IN APPROXIMATE LOCATION. COORDINATE EXACT LOCATION WITH CIVIL DRAWINGS. PROPERTY LINES, AND UTILITY COMPANIES PRIOR TO ROUGH-IN.
- E. PROVIDE PULL-LINE IN ALL EMPTY CONDUITS.



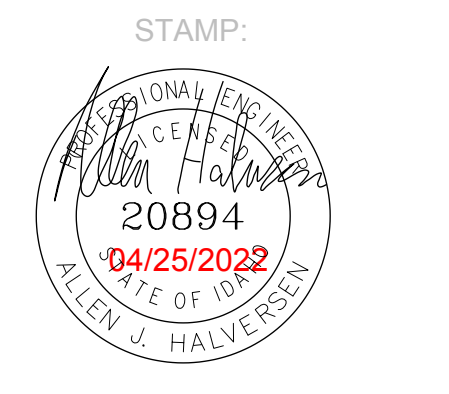
**1** SITE ELECTRICAL PLAN  
 SCALE: 3/16" = 1'-0"



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**Louisiana**  
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Shreveport, LA 71106  
T.318.363.3100

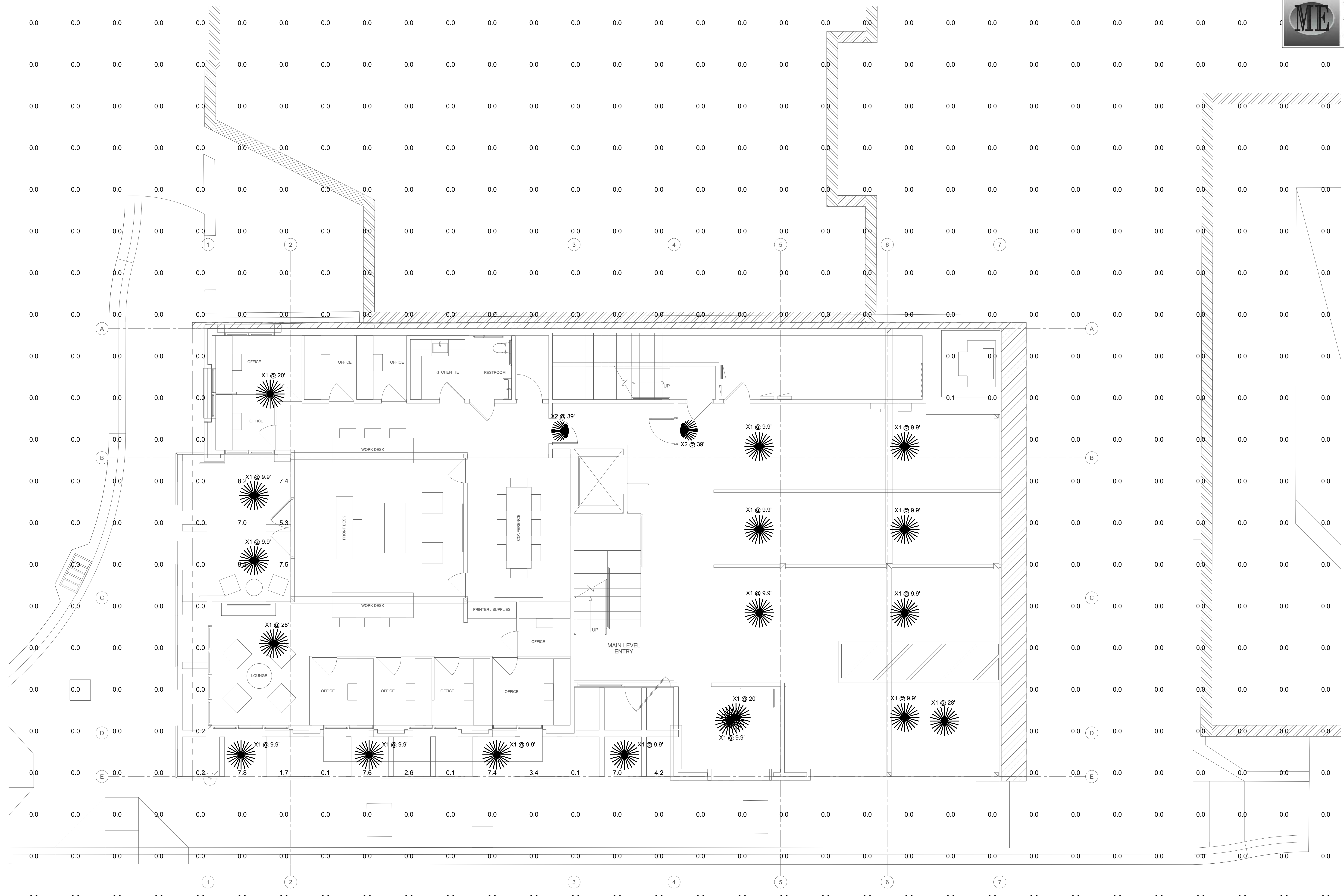


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OFFICE BUILDING  
131 EAST SUN VALLEY RD  
KETCHUM, ID 83340

DATE: 04/22/22  
PROJECT #: 21-402  
DRAWN: AH/MB  
ISSUE:  
DRC  
Permit Set  
Permit Set Resubmittal  
Permit Set Resubmittal 2  
100% CD Set

**E102**  
SITE LIGHTING  
PHOTOMETRICS



**1 SITE LIGHTING PHOTOMETRIC PLAN**  
SCALE: 3/16" = 1'-0"

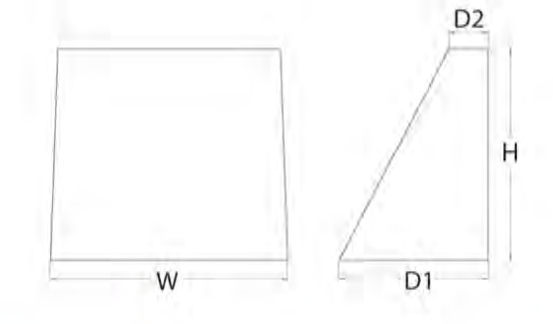


### WDG1 LED Architectural Wall Sconce



Catalog Number
Notes
Type <b>X2</b>

**Specifications**  
**Depth (D1):** 5.5"  
**Depth (D2):** 1.5"  
**Height:** 8"  
**Width:** 9"  
**Weight:** 9 lbs (without options)



**Introduction**  
 The WDG1 LED family is designed to meet specifier's every wall-mounted lighting need in a widely accepted shape that blends with any architecture. The clean rectilinear design comes in four sizes with lumen packages ranging from 1,200 to 25,000 lumens, providing true site-wide solution.  
 WDG1 delivers up to 2,000 lumens with a soft, non-pixelated light source, creating a visually comfortable environment. The compact size of WDG1, with its integrated emergency battery backup option, makes it an ideal over-the-door wall-mounted lighting solution.

Luminaire	Standard FM, R/C	Total FM, -30°C	Sensor	Lumens (4000K)					
				P1	P2	P3	P4	P5	P6
WDG1 LED	4W	—	—	1,200	2,000	—	—	—	—
WDG2 LED	10W	18W	Standalone / noLight	1,200	2,000	3,000	4,500	6,000	—
WDG3 LED	15W	18W	Standalone / noLight	7,500	8,500	10,000	12,000	—	—
WDG4 LED	—	—	Standalone / noLight	12,000	16,000	18,000	20,000	22,000	25,000

#### Ordering Information

EXAMPLE: WDG1 LED P2 40K 80CRI VF MVOLT SRM PE DDBXD

Series	Package	Color Temperature	CR	Electrification	Voltage	Mounting
WDG1 LED	P2	27X 2700K	90CRI	VF	MVOLT	SRM
		30K 3000K	90CRI	VW		
		33X 3300K	—	—		
		40K 4000K	—	—		
		50K 5000K	—	—		

Options	Finish
EBW1 Emergency battery backup. Certified in CA Title 20 MADCBS (4W, 0°C min)	DDBXD Dark bronze
PE1 PhotoCell, Button Type	DBLXD Black
DS Dual switching (comes with 2 drivers and 2 light engines; see page 3 for details)	DNAXD Natural aluminum
DMS 0-10V dimming wires pulled outside fixture (for use with an external control, ordered separately)	DWIXD White
BCE Bottom conduit entry for back box (P8BW), total of 4 entry points	DSSXD Sandstone
BAA Buy American (A) A11 Compliant	

**Accessories**  
 WDG4MS DDBXD WDG 1.5 inch Architectural Wall Sconce (specify finish)  
 WDG1P8BW DDBXD WDG 1 surface-mounted back box (specify finish)

**NOTES**  
 1. SRM not available in 90CRI.  
 2. 347V not available with EBW1, DS or PE.  
 3. EBW1 not available with PE or DS.  
 4. PE not available with DS.  
 5. Not qualified for DLC. Not available with EBW1.

#### LED ceiling mounted downlight - wide beam

**Application**  
 This compact LED ceiling mounted downlight is designed for down lighting atriums, canopies, passages, and other interior and exterior locations featuring a symmetrical wide beam light distribution.

**Materials**  
 Luminaire housing constructed of die-cast marine grade, copper free (5 0.3% copper content) A360.0 aluminum alloy  
 Clear safety glass  
 Reflector made of pure anodized aluminum  
 High temperature silicone gasket

**VRTL** listed to North American Standards, suitable for wet locations  
 Protection class IP65  
 Weight: 2.2 lbs

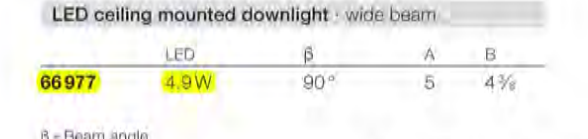
**Electrical**  
 Operating voltage **120-277VAC**  
 Minimum start temperature **-30° C**  
 LED module wattage **4.9W**  
 System wattage **7W**  
 Controllability **0-10V dimmable**  
 Color rendering index **Ra > 80**  
 Luminaire lumens **852 lumens (8000K)**  
 Lifetime at Ta = 15° C **>500,000 h (L70)**  
 Lifetime at Ta = 40° C **425,000 h (L70)**

Type: **X1**  
 BEGA Product:  
 Project:  
 Modified:

BEGA

**LED color temperature**  
 4000K - Product number + **K4**  
 3500K - Product number + **K35**  
 3000K - Product number + **K3 (EXPRESS)**  
 2700K - Product number + **K27**

**Finish**  
 All BEGA standard finishes are matte, textured polyester powder coat with minimum 3 mil thickness.  
 Available colors  Black (BLK)  White (WHT)  RAL:  
 Bronze (BRZ)  Silver (SLV)  CUS:

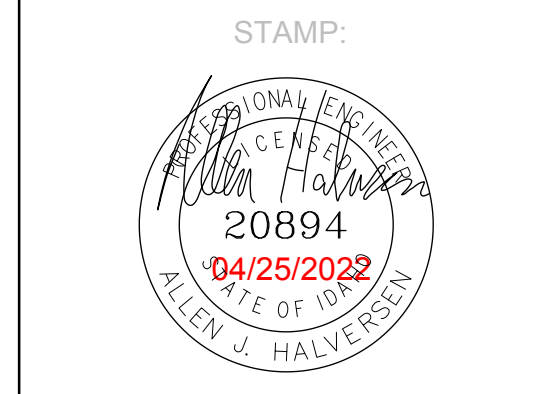


LED ceiling mounted downlight - wide beam  
 LED B A B  
**50 977** 4.9W 90° 6 4 1/4  
 B = Beam angle  
 BEGA 1000 BEGA Way, Carpinteria, CA 93013 (805) 684-0533 info@bega-us.com  
 Due to the dynamic nature of lighting products and the associated technologies, luminaire data on this sheet is subject to change at the discretion of BEGA North America. For the most current technical data, please refer to bega-us.com © copyright BEGA 2018

**Jackson Hole**  
 260 West Broadway, Suite A  
 Jackson, WY 83001  
 T.307.264.0080

**Sun Valley**  
 351 N Leadville Ave, Suite 204  
 Ketchum, ID 83340  
 T.208.214.5155

**Louisiana**  
 910 Pierremont Rd, Suite 410  
 Shreveport, LA 71106  
 T.318.363.3100



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1st & SUN VALLEY  
 OFFICE BUILDING  
 131 EAST SUN VALLEY RD  
 KETCHUM, ID 83340

DATE: 04/22/22  
 PROJECT #: 21-402  
 DRAWN: AH/MB

ISSUE:  
 DRC  
 Permit Set  
 Permit Set Resubmittal  
 Permit Set Resubmittal 2  
 100% CD Set

**E103**  
 SITE LIGHTING CUT SHEETS

Exhibit B

Design Review Application  
&  
Supplemental Materials



City of Ketchum  
Planning & Building

OFFICIAL USE ONLY	
File #	P21-100
Date Received:	
By:	
Pre-Application Fee Paid	1100 - changed to 2602
Approved Date:	
Denied Date:	
By:	
ADRE: Yes <input type="checkbox"/> No <input type="checkbox"/>	

1525 +  
1079  
-----  
2602  
DR.  
with 1100 credit

Design Review Application

APPLICANT INFORMATION			
Project Name: 1st & Sun Valley Office Building		Phone: 208-720-8244	
Owner: 131 E Sun Valley Rd LLC		Mailing Address: PO BOX 222. SUN VALLEY ID 83353	
Email: reid.sanborn@evrealestate.com			
Architect/Representative: Farmer Payne Architects		Phone: 208-214-5155	
Email: scott@farmerpaynearchitects.com		Mailing Address: PO Box 869. Ketchum, ID. 83340	
Architect License Number:			
Engineer of Record: Murar Engineering (Kevin Murar)		Phone: 808-333-0999	
Email: kmurar@murarengineering.com		Mailing Address: 668 N 9th St, Boise, ID 83702	
Engineer License Number:			
<i>All design review plans and drawings for public commercial projects, residential buildings containing more than four (4) dwelling units and development projects containing more than four (4) dwelling units shall be prepared by an Idaho licensed architect or an Idaho licensed engineer.</i>			
PROJECT INFORMATION			
Legal Land Description: Ketchum Lot 8, BLK 37, 5500SF			
Street Address: 131 E Sun Valley Rd. 83340			
Lot Area (Square Feet): 5500 sf			
Zoning District: CC-2			
Overlay District: <input type="checkbox"/> Floodplain <input type="checkbox"/> Avalanche <input type="checkbox"/> Mountain			
Type of Construction: <input checked="" type="checkbox"/> New <input type="checkbox"/> Addition <input type="checkbox"/> Remodel <input type="checkbox"/> Other			
Anticipated Use: Office - Business		Number of Residential Units: 0	
TOTAL FLOOR AREA			
	Proposed	Existing	
Basements		Sq. Ft.	Sq. Ft.
1 <sup>st</sup> Floor	2,980	Sq. Ft.	Sq. Ft.
2 <sup>nd</sup> Floor	3,969	Sq. Ft.	Sq. Ft.
3 <sup>rd</sup> Floor	3,969	Sq. Ft.	Sq. Ft.
Mezzanine		Sq. Ft.	Sq. Ft.
Total	10,918	Sq. Ft.	Sq. Ft.
FLOOR AREA RATIO			
Community Core: 1.99		Tourist:	General Residential-High:
BUILDING COVERAGE/OPEN SPACE			
Percent of Building Coverage: 86%			
DIMENSIONAL STANDARDS/PROPOSED SETBACKS			
Front: 5' Average	Side: 5' Average	Side: 3'	Rear: 0'-9"
Building Height: 39'6" T.O. Parapet ----- 48' T.O. Roof Access			
OFF STREET PARKING			
Parking Spaces Provided: 3 Tandem & 1 ADA			
Curb Cut: N/A Sq. Ft. %			
WATER SYSTEM			
<input checked="" type="checkbox"/> Municipal Service		<input type="checkbox"/> Ketchum Spring Water	

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

**Nate Hecker**

**03/07/22**

Signature of Owner/Representative

Date

Once your application has been received, we will review it and contact you with next steps.  
No further action is required at this time.

## **DESIGN REVIEW EVALUATION STANDARDS**

**(May not apply to Administrative Design Review):**

### **17.96.060: IMPROVEMENTS AND STANDARDS FOR ALL PROJECTS**

#### **A. Streets:**

1. The applicant shall be responsible for all costs associated with providing a connection from an existing city streets to their development.
2. All streets designs shall be in conformance with the right-of-way standards and approved by the Public Works Director.

#### **B. Sidewalks:**

1. All projects under 17.96.010(A) that qualify as a "Substantial Improvement" shall install sidewalks in conformance with the right-of-way standards. Sidewalk improvements may be waived for projects that qualify as a "Substantial Improvement" which comprise additions of less than 250 square feet of conditioned space.
2. The length of sidewalk improvements constructed shall be equal to the length of the subject property line(s) adjacent to any public street or private street.
3. New sidewalks shall be planned to provide pedestrian connections to any existing or future sidewalks adjacent to the site. In addition, sidewalks shall be constructed to provide safe pedestrian access to and around a building.
4. The city may approve and accept voluntary cash contributions in-lieu of the above described improvements, which contributions must be segregated by the city and not used for any purpose other than the provision of these improvements. The contribution amount shall be one hundred ten percent (110%) of the estimated costs of concrete sidewalk and drainage improvements provided by a qualified contractor, plus associated engineering costs, as approved by the Public Works Director. Any approved in-lieu contribution shall be paid before the city issues a certificate of occupancy.

#### **C. Drainage:**

1. All storm water shall be retained on site.
2. Drainage improvements constructed shall be equal to the length of the subject property lines adjacent to any public street or private street.
3. The Public Works Director may require additional drainage improvements as necessary, depending on the unique characteristics of a site.

C L E A R   C R E E K   D I S P O S A L

PO Box 130 • Ketchum, ID 83340 • Phone 208.726.9600 • www.ccdisposal.com

March 16, 2022

City of Ketchum  
Planning Department  
P O Box 2315  
Ketchum, ID 83340

Re: 131 Sun Valley Rd E

To Whom it May Concern,

I have met with the development team regarding the above property.

The building is an office building and has no retail or restaurant space and could utilize carts for garbage services. The attached plan shows the location of the carts while not in service and is adequate. These carts will be moved to/from the alley for service by the owners of the development, should volume increase beyond the cart(s) capacity; more service days may be provided. Service to empty the carts will happen at the alley behind the building.

If you have questions or concerns, please contact me.

Respectfully,



Mike Goitiandia  
Clear Creek Disposal

.131 Sun Valley Rd - 1



April 25, 2022



131 E SUN VALLEY RD LLC  
PO BOX 5023  
KETCHUM, ID 83340

To whom it may concern,

Thank you for your inquiry about electrical service at 131 SUN VALLEY RD  
KETCHUM, ID 83340

The property is located within Idaho Power's service area in the state of Idaho

Idaho Power will provide electrical service to this location once any required easement or right of way are obtained by Idaho Power and/or the Customer, and in compliance with the statutes of the State of Idaho/Oregon and the Idaho Power tariffs on file with our regulators. Tariffs include the General Rules and Regulations that covers new service attachments and distribution line installations or alterations.

A three phase padmount transformer is required to serve this project. The location of the new transformer has been sited at the north east corner of the customer's property, with clearance requirements met shown on FarmerPayne Architects sheet A201, dated 4/20/22. Transformer screening requirements noted meet Idaho Power clearances.

Sincerely,

*Cyndi Bradshaw*

Cyndi Bradshaw  
PO Box 3909  
Hailey ID 83333



Exhibit C

Condominium Subdivision  
Preliminary Plat Application  
&  
Supplemental Materials



**City of Ketchum  
Planning & Building**

OFFICIAL USE ONLY	
Application #	P22-019
Date Received	3/10/22
By:	Sanburn
Fee Paid	2675
Approved Date:	
By:	

**Subdivision Application**

Submit completed application and payment to the Planning and Building Department **electronically** to [planningandzoning@ketchumidaho.org](mailto:planningandzoning@ketchumidaho.org). Once your application has been received, we will review it and contact you with next steps. If you have questions, please contact the Planning and Building Department at (208) 726-7801. To view the Development Standards, visit the City website at: [www.ketchumidaho.org](http://www.ketchumidaho.org) and click on Municipal Code.

APPLICANT INFORMATION			
Name of Proposed Subdivision: <b>1st &amp; Sun Valley Office Building</b>			
Owner of Record: 131 E Sun Valley Rd LLC			
Address of Owner: P.O. Box 222, Sun Valley Idaho, 83353			
Representative of Owner: Reid Sanburn			
Legal Description: Lot 8, Block 37, Ketchum Townsite			
Street Address: 131 E Sun Valley Rd			
SUBDIVISION INFORMATION			
Number of Lots/Parcels: 5			
Total Land Area: 5,500 sf			
Current Zoning District: CC-2 (Community Core - Mixed Use)			
Proposed Zoning District: CC-2 (Community Core - Mixed Use)			
Overlay District: N/A			
TYPE OF SUBDIVISION			
Condominium <input checked="" type="checkbox"/>	Land <input type="checkbox"/>	PUD <input type="checkbox"/>	Townhouse <input type="checkbox"/>
Adjacent land in same ownership in acres or square feet:			
Easements to be dedicated on the final plat: Mutual Reciprocal Easements			
Briefly describe the improvements to be installed prior to final plat approval: This new build development of 5 total offices are to be divided into their own condominiums with shared common areas for more more precise break downs in utility, service, and construction costs.			
ADDITIONAL INFORMATION			
All lighting must be in compliance with the City of Ketchum's Dark Sky Ordinance			
One (1) copy of Articles of Incorporation and By-Laws of Homeowners Associations and/or Condominium Declarations			
One (1) copy of current title report and owner's recorded deed to the subject property			
One (1) copy of the preliminary plat			
All files should be submitted in an electronic format to <a href="mailto:planningandzoning@ketchumidaho.org">planningandzoning@ketchumidaho.org</a>			

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


03/10/2022  
 Applicant Signature Date

Once your application has been received, we will review it and contact you with next steps. No further action is required at this time.

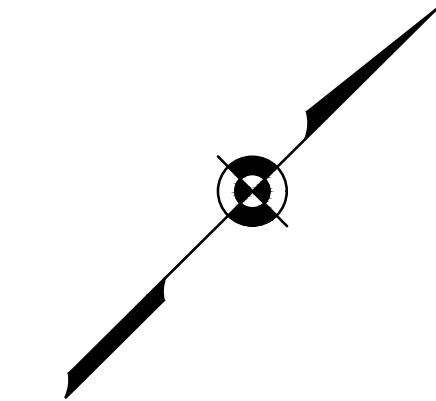


A PRELIMINARY CONDOMINIUM PLAT SHOWING  
**1ST & SUN VALLEY CONDOMINIUMS**  
 APRIL 2022

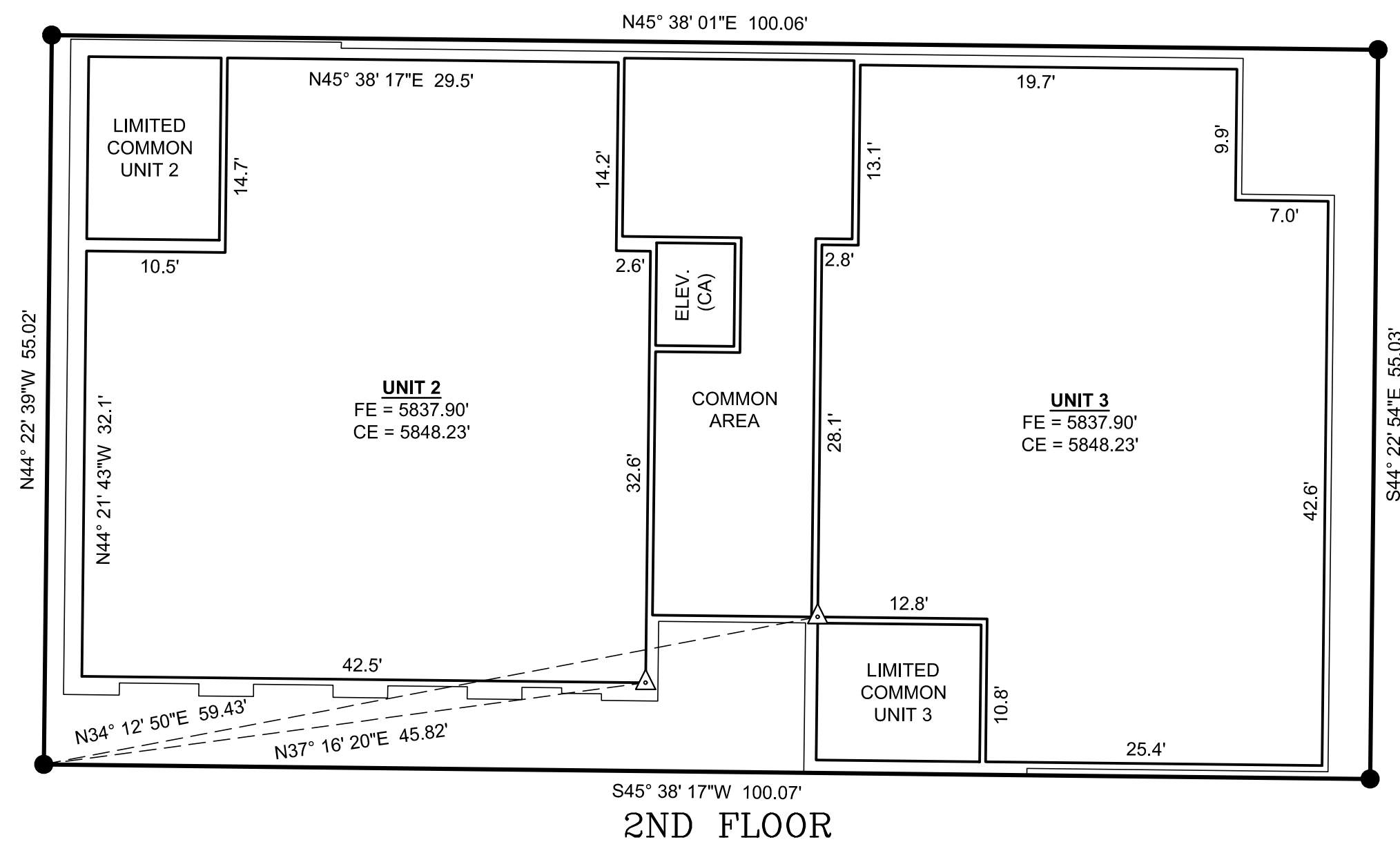
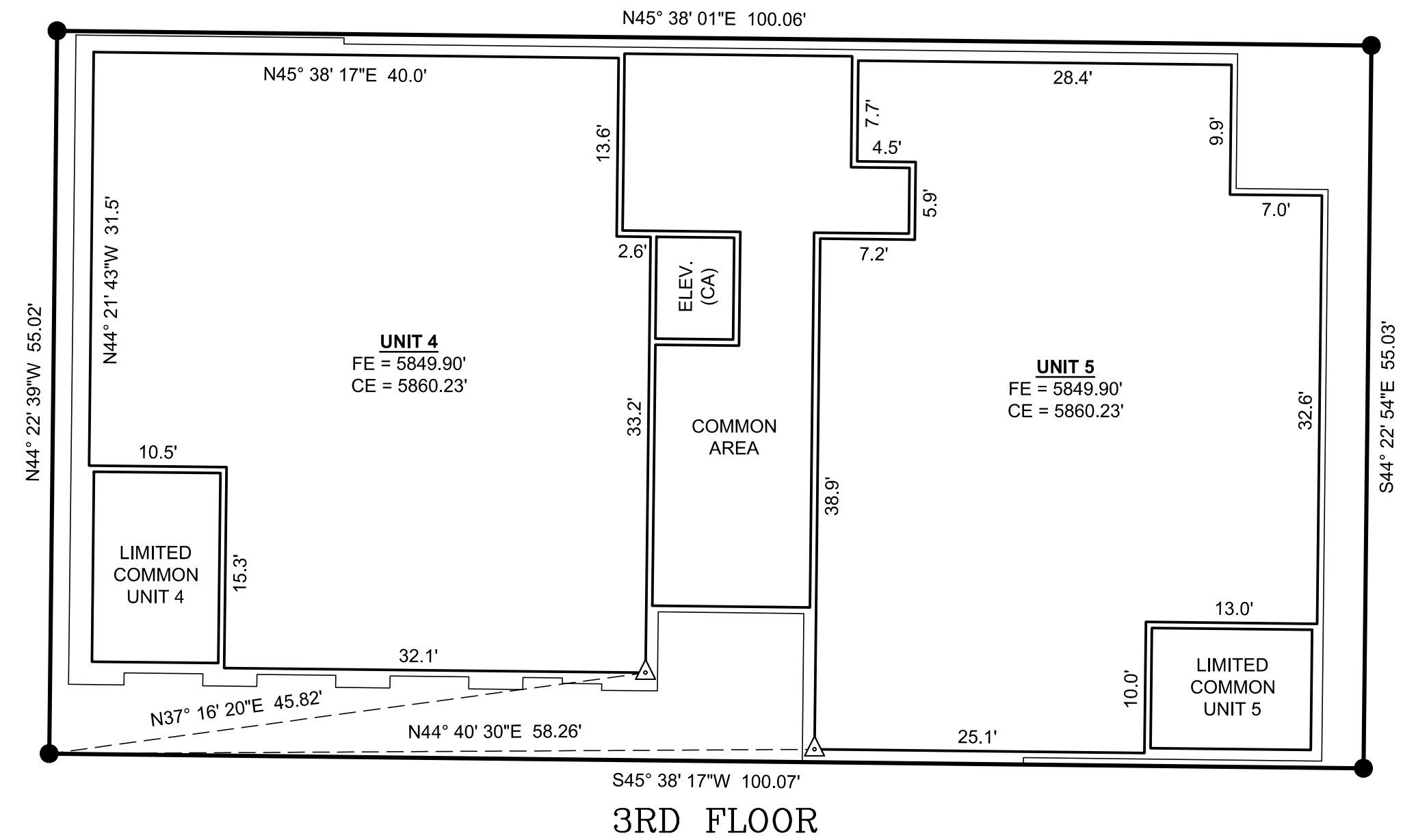
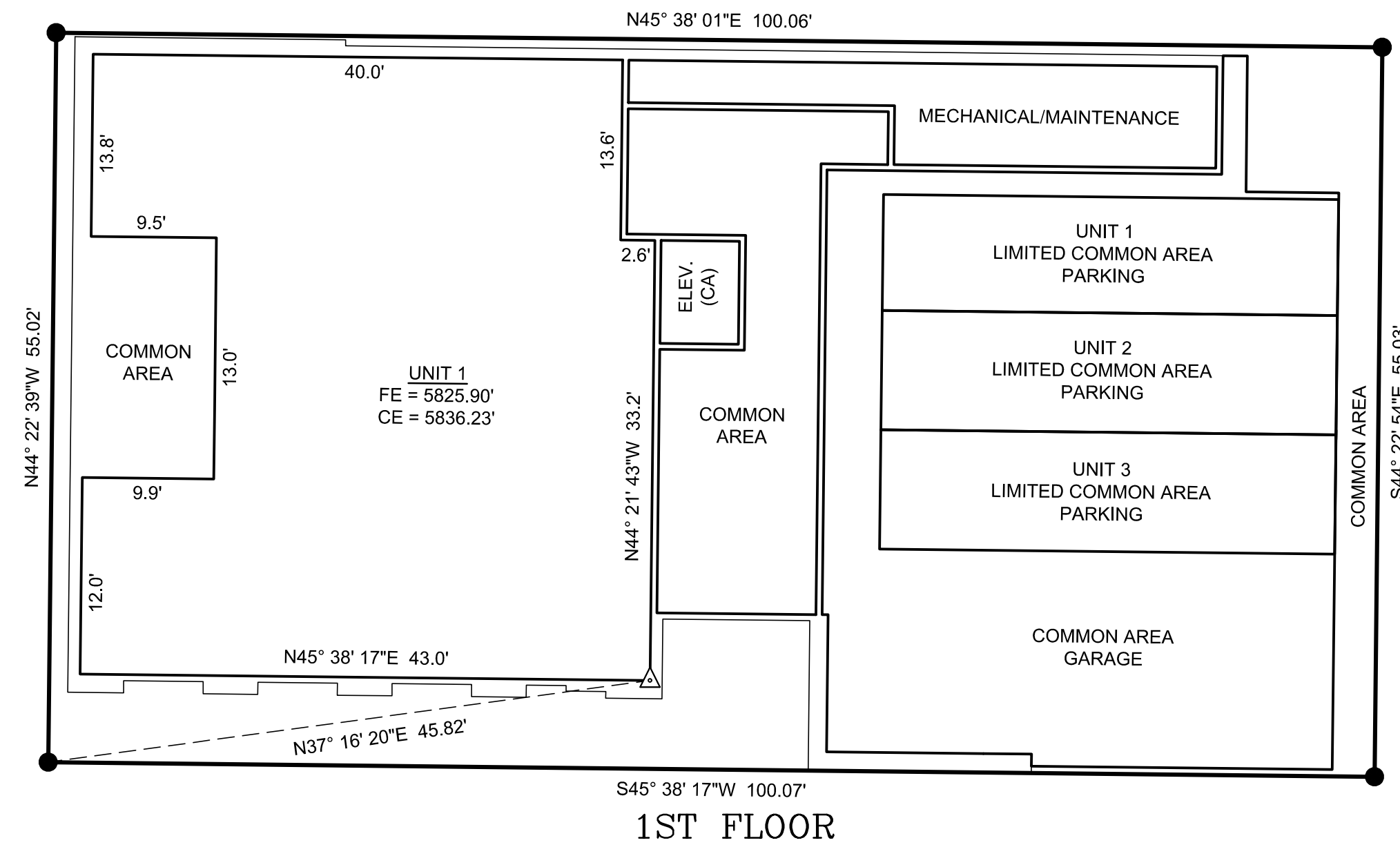


**LEGEND**

- Property Line
- Unit Boundary
- Building Footprint
- Survey Tie Line
- Set 5/8" Rebar, P.L.S. 16670
- Calculated Point, Nothing Set
- FE Floor Elevation
- CE Ceiling Elevation
- CA Common Area



SCALE: 1" = 10'



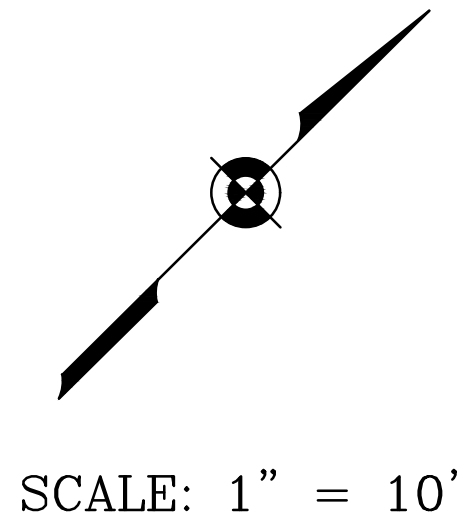
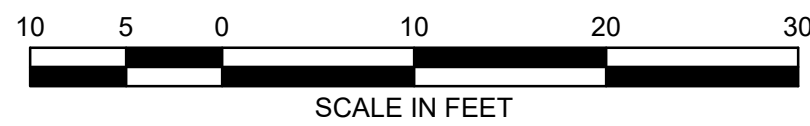
MARK E. PHILLIPS, P.L.S. 16670

1ST & SUN VALLEY  
 CONDOMINIUMS

GALENA ENGINEERING, INC.  
 HAILEY, IDAHO

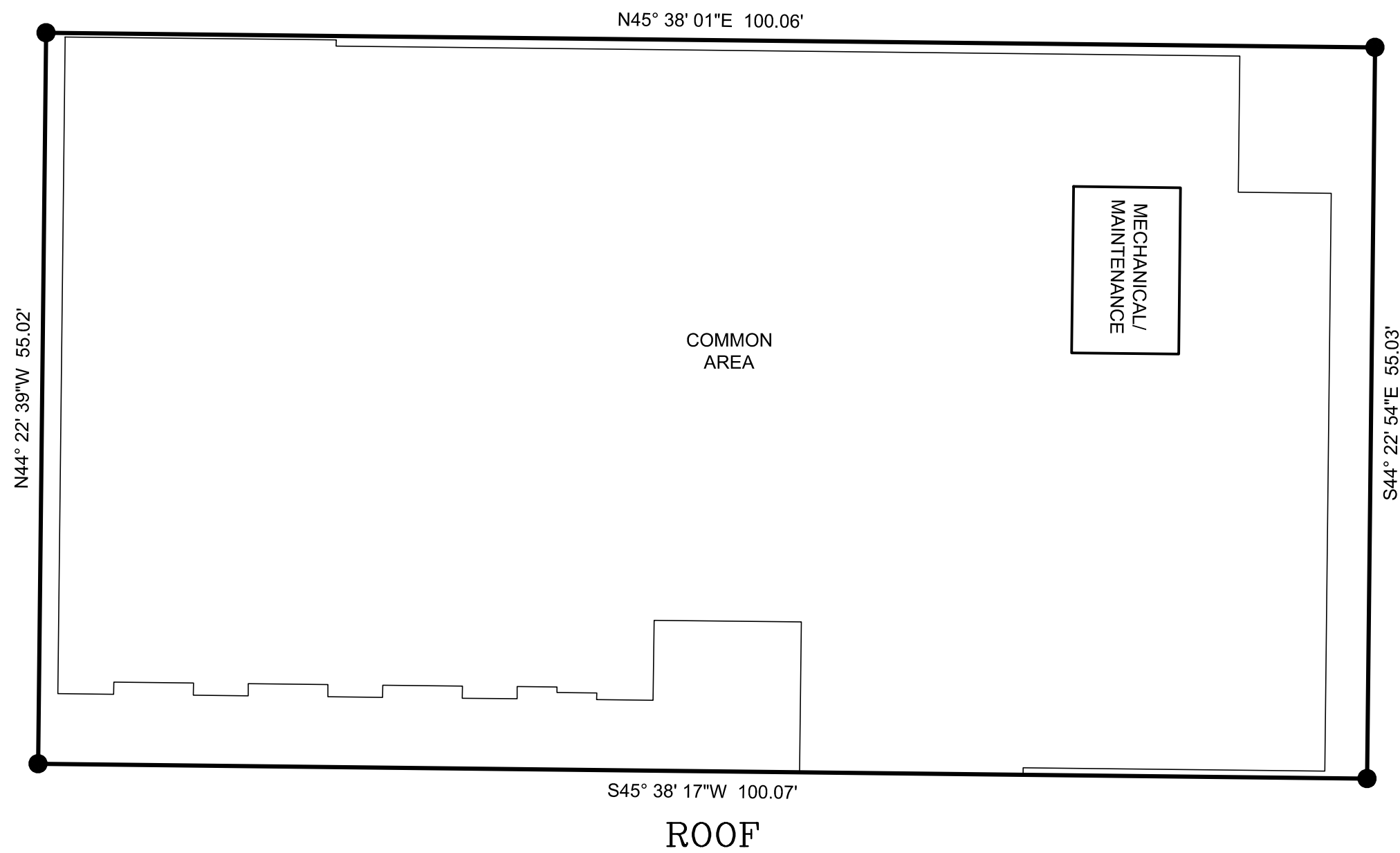
2 OF 4  
 Job No. 8242

A PRELIMINARY CONDOMINIUM PLAT SHOWING  
**1ST & SUN VALLEY CONDOMINIUMS**  
 APRIL 2022



**LEGEND**

- Property Line
- Building Footprint
- Unit Boundary
- Set 5/8" Rebar, P.L.S. 16670



VICINITY MAP  
 NOT TO SCALE




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

1ST & SUN VALLEY  
 CONDOMINIUMS

GALENA ENGINEERING, INC.  
 HAILEY, IDAHO

3 OF 4  
 Job No. 8242

# Sun Valley Title

 A TitleOne Company

Order Number: 21408536

## Warranty Deed

For value received,

**W Bear, LLC, an Idaho limited liability company**

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

**131 E Sun Valley Rd. LLC, an Idaho Limited Liability Company**

whose current address is PO Box 222 Sun Valley, ID 83353

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.

Remainder of page intentionally left blank.

Dated: June 30, 2021

W Bear, LLC, an Idaho limited liability company

X [Signature]

By: Robert Korb, Sole Member

State of IDAHO, County of BLAINE, ss.

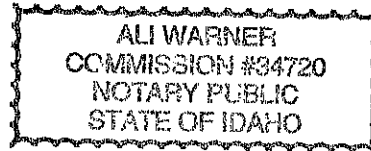
On this 30<sup>th</sup> day of June, 2021 before me, the undersigned, a Notary Public in and for said State, personally appeared Robert Korb, known or identified to me to be a sole member of the limited liability company that executed the within instrument and acknowledged to me that he executed the same for and on behalf of said limited liability company and that such limited liability company executed it.

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

[Signature]

Notary Public  
Residing In: Ketchum ID

My Commission Expires: 9/19/24.



**EXHIBIT A**  
**LEGAL DESCRIPTION OF THE PREMISES**

Lot 8, Block 37 of the VILLAGE OF KETCHUM, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 302967, records of Blaine County, Idaho.





**Sun Valley Title**  
Authorized Agent for:  
**Title Resources Guaranty Company**

File Number: 21408536

### Contact Information

We would like to thank you for your business and we appreciate the opportunity to serve you. The title commitment has been sent to the parties listed below.

**If you have any closing questions, please contact your Escrow team:**

Alison Warner	Beth Landes
ali@sunvalleytitle.com	beth.landes@sunvalleytitle.com
(208)726-9341	

**TitleOne Corporation dba Sun Valley Title State License: 712444**

**If you have any title questions, please contact your Title Officer:**

Nick Busdon	Sun Valley Title Address:
nbusdon@sunvalleytitle.com	271 1st Avenue North, PO Box 2365
(208)726-9341	Ketchum, ID 83340

### Agents / Brokers and Transaction Coordinators

Matt Bogue  
Paul Kenny & Matt Bogue Real  
Estate LLC  
matt@kenny-bogue.com  
(208)720-7948

Matt Bogue  
matt@kenny-bogue.com  
(208)720-7948

Matt Gelso  
mgelso@kenny-bogue.com  
(530) 448-9470

Paul Kenny  
paul@kenny-bogue.com  
(208) 726-1918



**COMMITMENT FOR TITLE INSURANCE**  
**Issued by**  
**TITLE RESOURCES GUARANTY COMPANY**

Commitment No. 21408536

**NOTICE**

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, TITLE RESOURCES GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Title Resources Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

TRGC Form: Comm16 ALTA Commitment Form Adopted 6-17-2006 Revised 08-01-2016 Technical Corrections 04-02-2018

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Title Resources Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

TRGC Form: Comm16 ALTA Commitment Form Adopted 6-17-2006 Revised 08-01-2016 Technical Corrections 04-02-2018

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- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <<http://www.alta.org/arbitration>>.

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TRGC Form: Comm16 ALTA Commitment Form Adopted 6-17-2006 Revised 08-01-2016 Technical Corrections 04-02-2018

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**Privacy Policy Notice**

Rev. 10-23-2017

<b>FACTS</b>	<b>WHAT DOES SUN VALLEY TITLE DO WITH YOUR PERSONAL INFORMATION?</b>	
<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and account balances</li> <li>• Payment history and credit card or other debt</li> <li>• Checking account information and wire transfer instructions</li> </ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>	
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Sun Valley Title chooses to share; and whether you can limit this sharing.	
<b>Reasons we can share your personal information</b>	<b>Does Sun Valley Title share?</b>	<b>Can you limit this sharing?</b>
<b>For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus</b>	Yes	No
<b>For our marketing purposes- to offer our products and services to you</b>	No	We don't share
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes- information about your transactions and experiences</b>	Yes	No
<b>For our affiliates' everyday business purposes- information about your creditworthiness</b>	No	We don't share
<b>For our affiliates to market to you</b>	No	We don't share
<b>For nonaffiliates to market to you</b>	No	We don't share
<b>Questions?</b>	Go to <a href="http://www.sunvalleytitle.com/Legal/Privacy">http://www.sunvalleytitle.com/Legal/Privacy</a>	

<b>Who we are</b>	
<b>Who is providing this notice?</b>	Sun Valley Title
<b>What we do</b>	
<b>How does Sun Valley Title protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
<b>How does Sun Valley Title collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• Apply for insurance or pay insurance premiums</li> <li>• Provide your mortgage information or show your driver's license</li> <li>• Give us your contact information</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes – information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>
<b>Definitions</b>	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Our affiliates include companies that are owned in whole or in part by Realty Holdings Corp., such as Better Homes and Gardens® Real Estate, CENTURY 21® , Coldwell Banker®, Coldwell Banker Commercial®, The Corcoran Group®, ERA®, Sotheby's International Realty®, ZipRealty®, NRT LLC, Cartus and Realty Title Group.</i></li> </ul>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Sun Valley Title does not share with nonaffiliates so they can market to you.</i></li> </ul>
<b>Joint Marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or service to you.</p> <ul style="list-style-type: none"> <li>• <i>Sun Valley Title does not share with nonaffiliated financial companies for joint marketing purposes.</i></li> </ul>
<b>Other Important Information</b>	
<b>For European Union Customers</b>	Please see our Privacy Policy located at <a href="http://www.sunvalleytitle.com/Legal/Privacy">http://www.sunvalleytitle.com/Legal/Privacy</a>
<b>For our California Customers</b>	Please see our notice about the California Consumer Protection Act located at <a href="http://www.sunvalleytitle.com/Legal/Privacy">http://www.sunvalleytitle.com/Legal/Privacy</a>

<b>FACTS</b>	WHAT DOES TITLE RESOURCES GUARANTY COMPANY DO WITH YOUR PERSONAL INFORMATION?	
<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and account balances</li> <li>• Payment history and credit card or other debt</li> <li>• Checking account information and wire transfer instructions</li> </ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>	
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons TITLE RESOURCES GUARANTY COMPANY chooses to share; and whether you can limit this sharing.	
<b>Reasons we can share your personal information</b>	<b>Does TITLE RESOURCES GUARANTY COMPANY share?</b>	<b>Can you limit this sharing?</b>
<b>For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus</b>	Yes	No
<b>For our marketing purposes- to offer our products and services to you</b>	No	We don't share
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes- information about your transactions and experiences</b>	Yes	No
<b>For our affiliates' everyday business purposes- information about your creditworthiness</b>	No	We don't share
<b>For our affiliates to market to you</b>	No	We don't share
<b>For nonaffiliates to market to you</b>	No	We don't share
<b>Questions?</b>	Go to <a href="https://www.trgc.com/privacypolicy">https://www.trgc.com/privacypolicy</a>	

Who we are	
Who is providing this notice?	TITLE RESOURCES GUARANTY COMPANY
What we do	
How does TITLE RESOURCES GUARANTY COMPANY protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does TITLE RESOURCES GUARANTY COMPANY collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• Apply for insurance or pay insurance premiums</li> <li>• Provide your mortgage information or show your driver's license</li> <li>• Give us your contact information</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes –information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Our affiliates include companies that are owned in whole or in part by Realogy Holdings Corp., such as Better Homes and Gardens® Real Estate, CENTURY 21®, Coldwell Banker®, Coldwell Banker Commercial®, The Corcoran Group®, ERA®, Sotheby's International Realty®, ZipRealty®, NRT LLC, Cartus and Title Resource Group.</i></li> </ul>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <b>TITLE RESOURCES GUARANTY COMPANY</b> does not share with nonaffiliates so they can market to you.</li> </ul>
Joint Marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or service to you.</p> <ul style="list-style-type: none"> <li>• <b>TITLE RESOURCES GUARANTY COMPANY</b> does not share with nonaffiliated financial companies for joint marketing purposes.</li> </ul>
Other Important Information	
For European Union Customers	Please see our Privacy Policy located at <a href="https://www.trgc.com/privacypolicy">https://www.trgc.com/privacypolicy</a>
For our California Customers	Please see our notice about the California Consumer Protection Act located at <a href="https://www.trgc.com/privacypolicy">https://www.trgc.com/privacypolicy</a>





COMMITMENT FOR TITLE INSURANCE  
Issued by  
TITLE RESOURCES GUARANTY COMPANY

Issuing Office: TitleOne Corporation dba Sun Valley Title  
ALTA® Universal ID: 1065022  
Commitment Number: 21408536

SCHEDULE A

1. Commitment Date: March 23, 2021 at 07:30 AM

2. Policy or Policies to be issued:

X ALTA Owners Policy (6/17/06)	Standard Coverage	Policy Amount:	\$1,500,000.00
Proposed Insured:		Premium:	\$4,055.00
Reid Sanborn			

3. The estate or interest in the land described or referred to in this Commitment is:  
Fee Simple

4. Title to the estate or interest in the Land is at the Commitment Date vested in:  
W Bear, LLC, an Idaho limited liability company

5. The Land described as follows:  
See Attached Schedule C

Title Resources Guaranty Company  
TitleOne Corporation dba Sun Valley Title

By:

Nick Busdon, Authorized Signatory

Title Resources Guaranty Company

By:

President/CEO

Secretary



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**SCHEDULE B, PART I  
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. NOTE: According to the available records, the purported address of said land is:  
  
131 E Sun Valley Rd, Ketchum, ID 83340
6. Necessary conveyance to the proposed insured.
7. Note: In the event this transaction fails to close, or this commitment is cancelled, a cancellation fee will be charged to comply with the State of Idaho Department of Insurance regulations.
8. The Company will require delivery of and approval by the Company of an Indemnity and Affidavit as to Debts, Liens and Possession, prior to the issuance of the policy.
9. The Company will require a copy of the Operating Agreement and other related documents for W Bear, LLC, showing the power and authority of the party or parties who plan to execute the forthcoming conveyance or mortgage on behalf of said limited liability company.

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**SCHEDULE B, PART II**  
**Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company. If the Company's requirements are satisfied, Exceptions 1 through 7 will be removed on Enhanced/Extended coverage policies.

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Rights or claims of parties in possession not shown by the public records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land, and that is not shown by the Public Records.
4. Easements, or claims of easements, not shown by the public records.
5. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims to title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
7. Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices to such proceedings whether or not shown by the records of such agency, or by the public records.
8. Taxes, including any assessments collected therewith, for the year 2020 for which the first installment is paid, and the second installment is due and payable on or before June 21, 2021.  
Parcel Number: RPK00000370080  
Original Amount: \$4,355.56  
Without homeowner's exemption
9. Taxes, including any assessments collected therewith, for the year 2021 which are a lien not yet due and payable.
10. Water and sewer charges, if any, for the City of Ketchum.
11. Easements, reservations, restrictions, and dedications as shown on the official plat of Ketchum Townsite.
12. Reservations and exceptions in a United States Patent, and in the act authorizing the issuance thereof, recorded March 14, 1944 as Instrument No. [86677](#).
13. Right of way for ditches, tunnels, telephone, and distribution lines constructed by authority of the United States, as granted to the United States under the provisions of Section 58-604 Idaho Code.

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14. Rights of tenants in possession.

(End of Exceptions)

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SCHEDULE C

**Legal Description:**

Lot 8, Block 37 of the VILLAGE OF KETCHUM, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 302967, records of Blaine County, Idaho.

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Parcel Number

**RPK00000370080**

Property Year

**2020**

Legal Description

KETCHUM  
LOT 8  
5500SF  
BLK 37

Base Code Area 003-001

Incr Code Area 003-014

Project Name  
KETCHUM 003-001

Property Address

131 E SUN VALLEY RD  
KETCHUM ID 83340

Parcel Status Active  
Property Type Real Property  
Sub Type

Owner/Contact Name

W BEAR LLC

Type

OWNER

Relationship

Owner% HOE

100.00%

Mailing Address

BOX 249  
KETCHUM ID 83340

Land Group

KETCHUM TOWNSITE  
Township Range Section  
4N 17E 13

Location Code ERES

Parcel Type  
Zoning

Associated Parcels

PP1P00000C5180

Building Permits

None

Reappraisal Year 2016

Inspection Date 02/11/2016

Appraiser Initials TLR

Parcel Exemption: None

CB: No NC: No

Tax Certification

District Roll Type Units Amount

Instrument Eff Date Action Source Target Comments

SCC	CHARACTERISTIC			ROLLS			ACRES	VALUATION SUMMARY			URBAN RENEWAL	
	Type	Suffix	Description	Assessed	Occupancy	Status	Quantity	Assessed Value	Exemption Amount	Net Taxable Value	Net Taxable Base	Net Taxable Incr
21	LAND			PRIMARY	NO	E	0.126	\$ 728,750	\$ --	\$ 728,750	\$ 385,000	\$ 343,750
42	COMM	1		PRIMARY	NO	E		\$ 16,445	\$ --	\$ 16,445	\$ 16,445	\$ 0
<b>TOTALS:</b>							<b>0.126</b>	<b>\$ 745,195</b>	<b>--</b>	<b>\$ 745,195</b>	<b>\$ 401,445</b>	<b>\$ 343,750</b>

ROLL STATUS: E Equalized (Final)

**BLAINE COUNTY TREASURER****JOHN DAVID DAVIDSON**

219 1ST AVE SOUTH SUITE 102

HAILEY ID 83333

TELEPHONE: (208) 788-5530

**TAX MASTER INQUIRY**

PARCEL NUMBER

**RPK00000370080**

TAX CODE AREA

003-001

LEGAL DESCRIPTION

KETCHUM

LOT 8

BLK 37

5500SF

PRIMARY PROPERTY ADDRESS

131 E SUN VALLEY RD

KETCHUM ID 83340

W BEAR LLC  
BOX 249  
KETCHUM ID 83340

<b>BALANCE DUE</b>	INTEREST DATE 03/26/2021
<b>\$ 2,177.78</b>	BALANCE AS OF 03/26/2021 3:21 pm
TOTAL	

Tax Year Assessment Roll

Bill Number: 333848

**2020 PRIMARY** **FIRST HALF** **SECOND HALF** **FULL YEAR****VALUATION**

TAX / CERTIFICATION	FIRST HALF	SECOND HALF	FULL YEAR
Charges	\$ 2,177.78	\$ 2,177.78	\$ 4,355.56
Adjustments	\$ 0	\$ 0	\$ 0
Payments	\$ -2,177.78	\$ 0	\$ -2,177.78

TAXABLE VALUE: \$ 745,195

LATE CHARGE	FIRST HALF	SECOND HALF	FULL YEAR
Charges/Adjustments	\$ 0	\$ 0	\$ 0
Payments	\$ 0	\$ 0	\$ 0

**CHARGES**

Tax Code Area: 003-001 Levy: 0.005844856

Tax Charge: \$ 4,355.56

Certifications: \$ 0

TOTAL CHARGES: \$ 4,355.56

FEEs	FIRST HALF	SECOND HALF	FULL YEAR
Charges/Adjustments	\$ 0	\$ 0	\$ 0
Payments	\$ 0	\$ 0	\$ 0

INTEREST	FIRST HALF	SECOND HALF	FULL YEAR
Charges/Adjustments	\$ 0	\$ 0	\$ 0
Payments	\$ 0	\$ 0	\$ 0

AMOUNT DUE	FIRST HALF	SECOND HALF	FULL YEAR
\$ 0	\$ 2,177.78	\$ 2,177.78	

The amount due shown here is as of 3:21 pm on March 26, 2021, with interest calculated to March 26, 2021.



W BEAR LLC  
 BOX 249  
 KETCHUM ID 83340-0000

Bank Code  Details  
 Code Area 003001 Districts  
 Values Property Description

Possible Deferred Tax  Pre Paid \$  
 SubRoll

Interest Date 3/26/2021 Calculate  
 Total Due 2,177.78

History Print

Year	Amount Due Full Year	Amount Due 1st Half	Amount Due 2nd Half	Tax/Cert Chg Full Year	Tax/Cert Pay Full Year	Tax/Cert Adj Full Year	Late Charge Full Year	Fees Full Year
2020	2177.78	0.00	2177.78	4355.56	-2177.78	0.00	0.00	0.00
2019	0.00	0.00	0.00	4540.26	-4540.26	0.00	0.00	0.00
2018	0.00	0.00	0.00	4370.78	-4370.78	0.00	0.00	0.00
2017	0.00	0.00	0.00	3866.94	-3866.94	0.00	0.00	0.00
2016	0.00	0.00	0.00	3894.30	-3894.30	0.00	0.00	0.00
2015	0.00	0.00	0.00	3594.30	-3594.30	0.00	0.00	0.00
2014	0.00	0.00	0.00	3211.08	-3211.08	0.00	0.00	0.00
2013	0.00	0.00	0.00	3170.56	-3170.56	0.00	0.00	0.00
2012	0.00	0.00	0.00	4205.00	-4205.00	0.00	0.00	0.00

Public Pre-Paid Tax Summary

Charge Summary

Year	Assessment Roll	Date Due	Total Payments	Tax Charge	Tax Payment	Tax Adjustment	Cert Charge	Cert Payment	Cert Adjustment
2020	Primary	12/21/202	-2177.78	4355.56	-2177.78	0.00	0.00	0.00	0
2019	Primary	12/20/201	-4540.26	4540.26	-4540.26	0.00	0.00	0.00	0
2018	Primary	12/20/201	-4370.78	4370.78	-4370.78	0.00	0.00	0.00	0
2017	Primary	12/20/201	-3866.94	3866.94	-3866.94	0.00	0.00	0.00	0
2016	Primary	12/20/201	-3894.30	3894.30	-3894.30	0.00	0.00	0.00	0
2015	Primary	12/20/201	-3594.30	3594.30	-3594.30	0.00	0.00	0.00	0
2014	Primary	12/22/201	-3211.08	3211.08	-3211.08	0.00	0.00	0.00	0
2013	Primary	12/20/201	-3170.56	3170.56	-3170.56	0.00	0.00	0.00	0
2012	Primary	12/20/201	-4205.00	4205.00	-4205.00	0.00	0.00	0.00	0
2011	Primary	12/20/201	-4462.10	4462.10	-4462.10	0.00	0.00	0.00	0
2010	Primary	12/20/201	-4849.08	4849.08	-4849.08	0.00	0.00	0.00	0

Refresh Parcel

RPK00000370080

<< Page Up

>> Page Dn

**ARTICLES OF INCORPORATION  
OF  
1ST AND SUN VALLEY 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), do hereby certify, declare, and adopt these Articles of Incorporation of 1st and Sun Valley Owners Association, Inc. (“**Articles**”):

ARTICLE I  
NAME

The name of the corporation is 1st and Sun Valley 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 291 N. First Ave., 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 as set forth in the Condominium Declaration for 1ST AND SUN VALLEY, 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 is 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	291 N. First Ave. Ketchum, Idaho 83340
Scott Payne	PO Box 869 Ketchum, ID 83340
Steve Kearns	PO Box 3233 Ketchum, Idaho 83340
Jennifer Hoey	PO Box 6409 Ketchum, Idaho 83340
Bill Banta	PO Box 7250 Ketchum, Idaho 83340

**ARTICLE VIII**  
**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 IX**  
**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 X**  
**INCORPORATOR**

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

Reid Sanborn  
291 N. First Ave.  
Ketchum, Idaho 83340

IN WITNESS WHEREOF, these Articles are executed effective this \_\_\_\_ day of \_\_\_\_\_,  
2022.

\_\_\_\_\_  
Reid Sanborn, Incorporator

**BYLAWS**  
**OF**  
**1ST AND SUN VALLEY OWNERS ASSOCIATION, INC.**

These Bylaws (these “**Bylaws**”) of 1st and Sun Valley Owners Association, Inc., an Idaho nonprofit corporation (the “**Association**”), are applicable to the Project as identified in that certain Condominium Declaration for 1st and Sun Valley, 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 have the meaning set forth in the Declaration.

**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:

(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**”).

Section 1.2 Annual Meetings of Members. The Association will hold an annual meeting of Members 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.

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 1.6 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.

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 five (5) 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 1.6, 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.

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 five (5) 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 2.5 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 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 2.6 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 2.7 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 2.8 Voting. Each director will have one (1) vote as a director.

Section 2.9 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 2.10 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 2.11 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 2.12 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.

Section 2.13 Books, Financial Statements and Audit. The Board will cause to be maintained a full set of books and records showing the financial condition of the affairs of the Association in a manner consistent with generally accepted accounting principles. Financial statements for the Association will be prepared regularly and, upon request, copies will be made available to each Member of the Association as follows:

(a) A pro forma operating statement or budget representing the Association for each “fiscal year” (which will begin on the 1st day of January and end on the 31st day of December of every year except that the first fiscal year will begin on the date of incorporation) will be made available to the Members not less than fifteen (15) days prior to the beginning of each fiscal year.

(b) Within ninety (90) days after the close of each fiscal year, the Association will cause to be prepared and made available to each Member, a balance sheet as of the last day of the Association’s fiscal year and annual operating statements reflecting the income and expenditures of the Association for its last fiscal year. The operating statement will include a schedule of Assessments received and receivable.

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 will 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

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 5.3 or Section 5.4(c).

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 5.2 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 5.3, 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 5.2, as determined by:

- (a) A majority vote of directors who are not parties to such proceeding;
- (b) 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;
- (c) 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
- (d) 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 5.3 or Section 5.4(c), in any circumstance where it appears:

- (a) 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

(b) 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

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 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  
1ST AND SUN VALLEY OWNERS ASSOCIATION, INC.  
IN LIEU OF MEETING**

The undersigned, constituting all of the Directors of the 1st and Sun Valley 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 1st and Sun Valley Owners Association, Inc. in Lieu of Meeting is effective as of the \_\_\_\_ day of \_\_\_\_\_, 2022.

**DIRECTORS:**

\_\_\_\_\_  
Reid Sanborn

\_\_\_\_\_  
Scott Payne

\_\_\_\_\_  
Steve Kearns

**CERTIFICATE OF SECRETARY**

I, the undersigned, do hereby certify that:

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

2. The foregoing Bylaws comprising 10 pages, including this page, constitute the Bylaws of 1st and Sun Valley Owners Association, Inc., and were duly adopted by the Board pursuant to that “**Consent of Directors of 1st and Sun Valley Owners Association, Inc. in Lieu of Meeting**,” dated effective the \_\_\_ day of \_\_\_\_\_, 2022.

IN WITNESS WHEREOF, I have hereunto subscribed my hand and attest the act of the Association effective the \_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Steve Kearns, Secretary

Draft

**CONDOMINIUM DECLARATION**

**FOR**

**1ST AND SUN VALLEY**

Draft

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**EXHIBITS**

- EXHIBIT A — Legal Description of the Property
- EXHIBIT B — Plat of The Residences at Seven Eighty 1st Ave
- EXHIBIT C — Articles of Incorporation
- EXHIBIT D — Proportionate Interest in Common Area

Draft

# CONDOMINIUM DECLARATION

FOR

## THE IDA BULIDING

THIS CONDOMINIUM DECLARATION FOR 1ST AND SUN VALLEY (this “**Declaration**”) is made effective as of \_\_\_\_\_, 2022 (the “**Effective Date**”), by SV Ventures 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

**1.1 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 1st and Sun Valley, recorded in the real property records of Blaine County, Idaho, on \_\_\_\_\_, 2022, as Instrument No. \_\_\_\_\_, Book \_\_\_\_ of Plats at Pages \_\_\_\_ through \_\_\_\_, a copy of which is attached hereto as Exhibit B and incorporated herein by this reference (the “**Plat**”).

**1.2 Commercial Use.** Grantor intends to develop the Property with a commercial use 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**.”

**1.3 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 Residences at Seven Eighty 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.

“**Carport**” means each of carports 101, 201, and 302 identified on the Plat. Grantor hereby designates each Carport as Limited Common Area appurtenant to, and for the exclusive use of, the Unit with the corresponding Unit number (e.g. Carport 101 is Limited Common Area for the Exclusive Use of Unit 101, Carport 201 is Limited Common Area for the Exclusive Use of Unit 201, and so forth), to the exclusion of all others

“**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 Associate 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 decks 101, 201, 202, 203, 204, 301, and 302 identified on the Plat, 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. Deck 101 is Limited Common Area for the Exclusive Use of Unit 101, Deck 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 garages 101, 201, and 301 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. Garage 201 is Limited Common Area for the exclusive use of Unit 201 and Garage 301 is Limited Common Area for the exclusive use of Unit 301), 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.

**“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 each of storage areas 101, 201, 202, and 301 identified on the Plat. Grantor hereby designates each Storage Area as Limited Common Area appurtenant to, and for the exclusive use of, the Unit with the corresponding Unit number (e.g. Storage Area 101 is Limited Common Area for the exclusive use of Unit 101, Storage Area 201 is Limited Common Area for the exclusive use of Unit 201, and so forth), 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 (4) Units at the Project: Unit 101, 201, 202 and 301, as each are identified on the Plat.

#### **SECTION 4 NATURE AND INCIDENTS OF CONDOMINIUM OWNERSHIP**

**4.1 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.

**4.2 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.

**4.3 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.

**4.4 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.

**4.5 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.

**4.6 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.

**4.7 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**

**5.1 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.

**5.2 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.

**5.3 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.

**5.4 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.

**5.5 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.

**5.6 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.

**5.7 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.

**5.8 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.

**5.9 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.

**5.10 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 1st and Sun Valley, recorded in the real property records of Blaine County, Idaho, on \_\_\_\_\_, 2022, as Instrument No. \_\_\_\_\_, Book \_\_\_ of Plats at Pages \_\_\_ through \_\_\_ (as may have been heretofore amended or supplemented), and as defined and described in that certain Condominium Declaration for 1st and Sun Valley recorded in the real property records of Blaine County, Idaho, on \_\_\_\_\_, 2022, 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**

**7.1 Single-Family Residential.** NA

**7.1.1 Commercial.** All units shall be used for Commercial purposes and other uses incidental thereto as permitted by Applicable Law.

**7.2 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.

**7.3 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.

**7.4 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.

**7.5 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.

**7.6 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.

**7.7 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.

**7.8 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.

**7.9 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 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. The commercial unit will be allowed commercial signage for the occupying business in accordance with applicable city code and ordinances. 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.

**7.10 Window Treatments.** No window or glass tinting or coverings shall be permitted, including any appliques, 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.

**7.11 Water Beds.** NA

**7.12 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.

**7.13 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.

**7.14 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.

**7.15 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.

**7.16 Garage Restrictions.** NA

**7.17 Carports Restrictions.** Carports shall be used only for the storage of operable vehicles and bicycles that fit therein. The Owner to Condominium to which each Carport is appurtenant is responsible for maintaining the ground surface of the carport in safe and good operating condition and repair, including without limitation performing snow and ice treatment.

**7.18 Storage Area Restrictions.** Storage Areas 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 Areas shall remained closed at all times except when depositing or retrieving items therefrom.

**7.19 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.

**7.20 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.

**7.21 Assistance Animals.** Notwithstanding anything to the contrary contained in Section 7.20 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.

**7.22 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 IDA BULIDING OWNERS ASSOCIATION**

**8.1 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.

**8.2 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**”).

**8.3 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.

**8.4 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.

**8.5 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.

**8.6 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.

**8.7 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 7.22.

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.

**8.8 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.

8.9 **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.

8.10 **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**

9.1 **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.

**9.2 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.

**9.3 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.

**9.4 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.

**9.5 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.

**9.6 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 1<sup>st</sup> 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**

**10.1 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.

**10.2 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.

**10.3 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.

**10.4 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).

**10.5 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.

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

## **SECTION 11 RIGHTS TO COMMON AREAS**

**11.1 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.

**11.2 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.

**11.3 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**

**13.1 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.

**13.2 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.

**13.3 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.

**13.4 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.

**13.5 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, through, 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

**14.1 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.

**14.2 Association As Agent**. All of the Owners irrevocably constitute and appoint the Association their true and lawful attorney-in-fact in their name, place and stead for the purpose of dealing with 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.

**14.3 General Authority of Association**. As attorney-in-fact, the Association shall have full and complete authorization, right and power to make, execute and deliver any contract, deed, or other instrument with respect to the interest of 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.

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

**14.5 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.

**14.6 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.

**14.7 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.

**14.8 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**

**15.1 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.

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

**15.3 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.

**15.4 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.

**15.5 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.

**15.6 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**

**16.1 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**

**17.1 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

**17.2 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.

### **17.3 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

**18.1 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.

**18.2 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.

**18.3 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.

**18.4 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.

**18.5 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**

### **20.1 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.

**20.2 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.

**20.3 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.

**20.4 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.

**20.5 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.

**20.6 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.

**20.7 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.

**20.8 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.

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**EXHIBIT A**

**Legal Description of the Property**

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**EXHIBIT B**

**Plat of 1st and Sun Valley**

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**EXHIBIT C**

**Articles of Incorporation**

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**EXHIBIT D**

**Interest in Common Area**

<b><u>Unit #</u></b>	<b><u>S.F.</u></b>	<b><u>% Ownership in Common Area</u></b>
Unit 1	1,813	20%
Unit 2	1,818	20%
Unit 3	1,779	20%
Unit 4	1,812	20%
Unit 5	1,762	20%
<b>Total</b>	<b>8,984</b>	<b>100.00%</b>

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