



**City of Ketchum  
Planning & Building**

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

**PROJECT:** Mountain Land Design Showroom & Residences

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

**FILE NUMBER:** P22-014

**REPRESENTATIVES:** Michael Doty, Architect, Michael Doty Associates and Bruce Smith, P.L.S, Alpine Enterprises

**PROPERTY OWNER:** 360 Views LLC

**LOCATION:** 111 N Washington Avenue (Ketchum Townsite: Block 39: Lot 4)

**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.

**MOUNTAIN LAND DESIGN REVIEW AMENDMENT & CONDOMINIUM SUBDIVISION PRELIMINARY PLAT**

The project before the Commission consists to two parts: (1) proposed modifications to the project plans approved by the Planning and Zoning Commission for Design Review Permit P20-027 and (2) a Condominium Subdivision Preliminary Plat application to subdivide the mixed-use building into 4 units and associated common area.

**Project History and Background**

The Planning and Commission first reviewed and approved a Design Review application for the Mountain Land Design Showroom & Residences on August 13<sup>th</sup>, 2019. At that time, the plans proposed an addition and exterior façade upgrades to the existing building on the property. The existing building was constructed in 1983 and was occupied by Solavie Spa Retreat. Demolition work exposed structural deficiencies that made the addition unfeasible. The applicant then proposed a complete tear down of the existing spa to construct the new mixed-use building.

The Commission approved Design Review Permit P20-027 on June 8<sup>th</sup>, 2020 for the new mixed-use building located at 111 N Washington Avenue within the Mixed-Use Subdistrict of the Community Core (CC-2 Zone). The mixed-use building as approved by the Commission includes a showroom on the ground level, four residential units consisting of two multi-family residential units on the second floor, a penthouse residential unit on the third floor, and a community housing unit in the basement. The project has underground parking garage.

The Ketchum City Council approved Floor Area Ratio (FAR) Exceedance Agreement Contract #20491, recorded as Instrument number #671206 in records of Blaine County, on July 20<sup>th</sup>, 2020. The FAR Exceedance Agreement memorialized the applicant’s community housing requirement in exchange for the project’s increased FAR. The applicant will provide a 978-square-foot community housing unit with an associated 59-square-foot storage area in the basement of the new mixed-use building targeted for Blaine County Housing Authority Income Category 4 or lower.

The project was issued a building permit (Application File No. B20-060) on August 3<sup>rd</sup>, 2020 and is currently under construction. The mixed-use development was not contemplated to be subdivided into condominium units for individual sale when the project was entitled.

**PROPOSED MODIFICATIONS TO DESIGN REVIEW PERMIT P20-027**

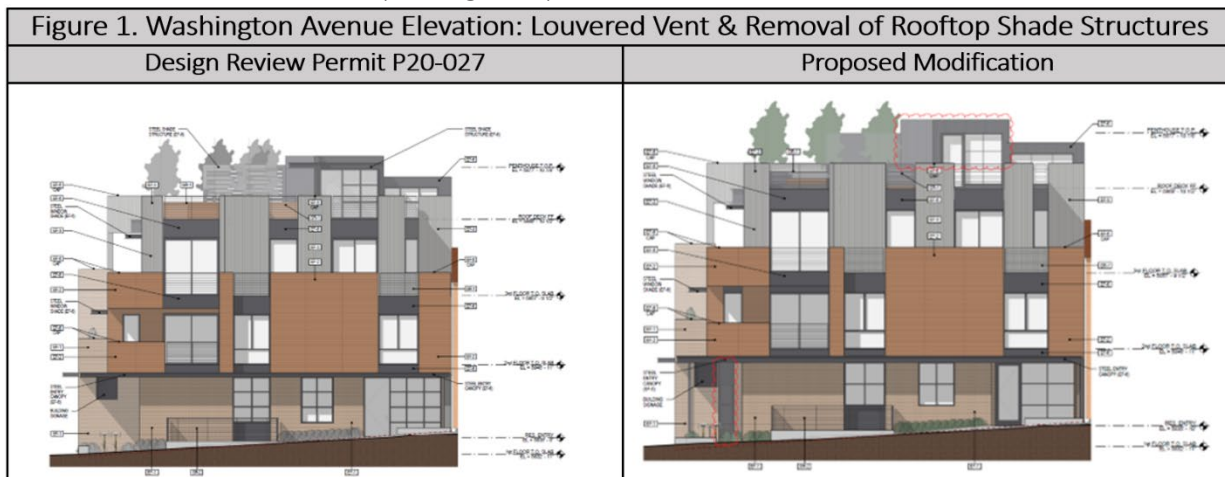
The proposed modifications to the project plans approved with Design Review Permit P20-027 and associated subdivision application, propose to reduce the residential density of the project that was approved by the Planning and Zoning Commission. The applicant is proposing to combine two multi-family dwelling units on the second floor into one residential unit. As the requested change decreases residential density, Staff determined that the proposed amendment does not qualify as a minor modification and is subject to the Commission’s review and approval.

In addition to the proposed request to combine two of the residential units, the applicant has proposed minor exterior and interior changes. The proposed modifications are circled in red on the project plans attached as Exhibit A to the Staff Report.

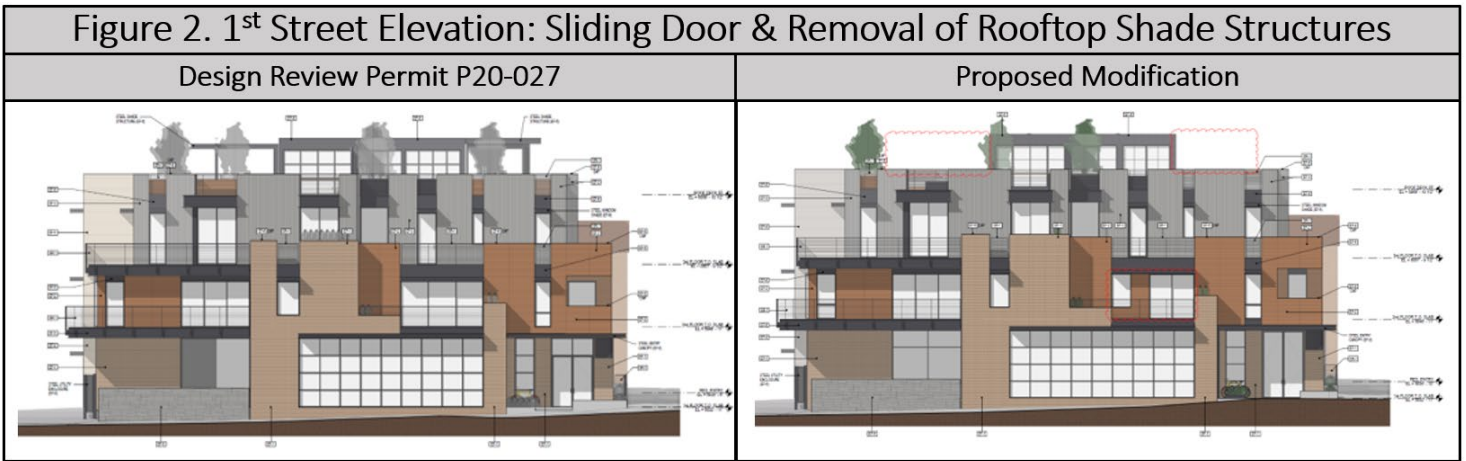
**Exterior Minor Modifications**

The proposed exterior modifications include:

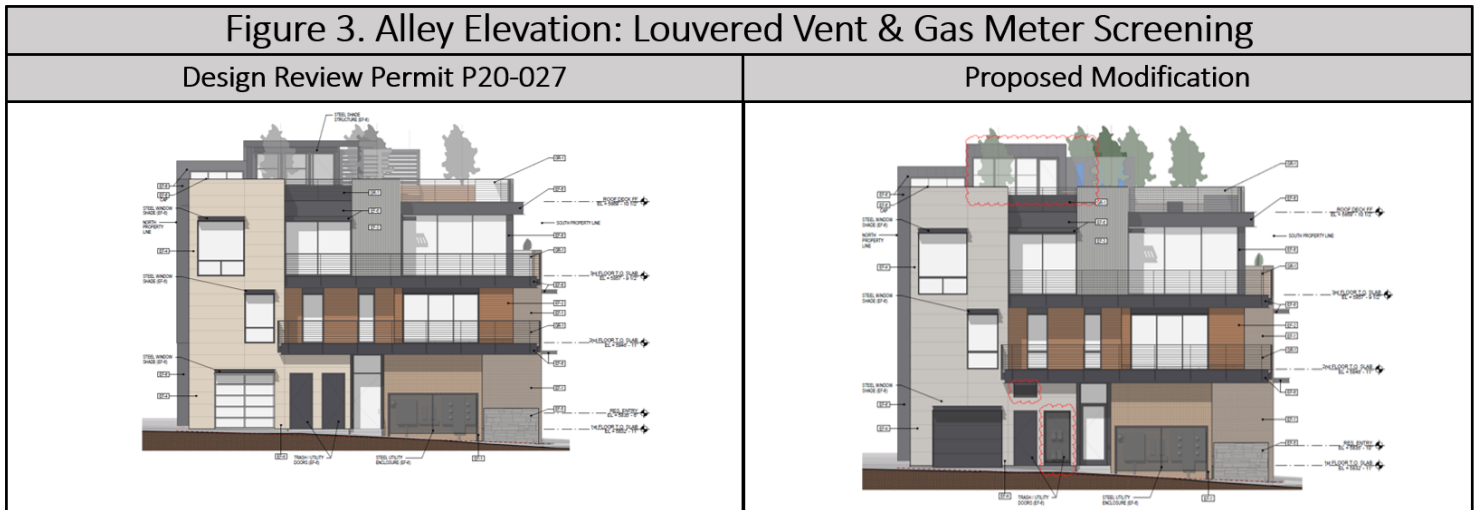
- adding louver vents adjacent to the entry patio and above the trash door at the alley for ventilation of the underground garage as well as exhaust from demonstrations of ventilation hoods in the showroom (See Figure 1),



- replacing the three-panel glass door at the 1<sup>st</sup> Street elevation on the second floor with a two-panel glass sliding door (See Figure 2),

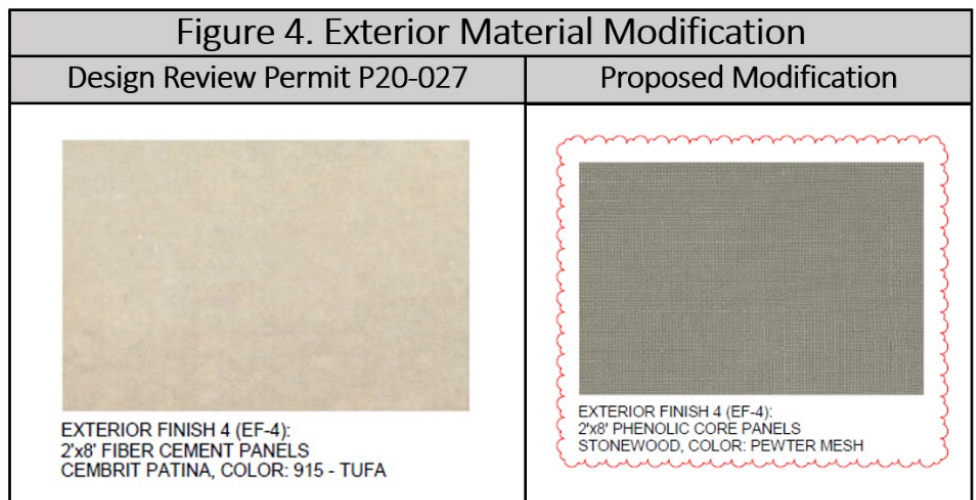


- modifying the gas meter enclosure at the alley elevation from solid to perforated material to comply with Intermountain Gas requirement (See Figure 3),



- removing the rooftop shade structures (See Figures 1 & 2), and
- replacing the tan fiber cement panels with gray Stonewood phenolic core panels (See Figure 4).

These proposed exterior changes do not increase the intensity or size of the building or appendage to the building. The removal of the rooftop shade structures decrease the visual appearance



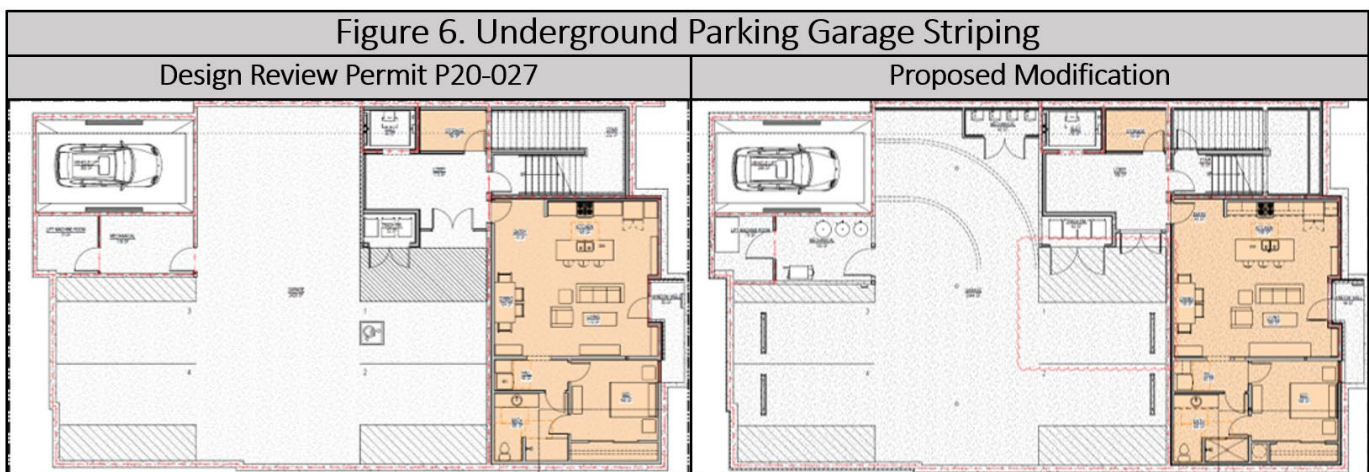
of building mass. These changes comply with design review standards. The perforated metal screening adequately conceals the gas meters from public and complies with Ketchum Municipal Code §17.96.060.D2 and §17.96.070.C2.

**Underground Parking Garage Striping Modification**

In addition to these exterior changes, the applicant has proposed modifying the underground parking garage striping to convert the ADA stall to a standard parking space. Figure 5 shows the project’s parking demand for the mixed-use building program as approved with Design Review Permit P20-027. The project did not generate any commercial parking demand as the ground-level retail showroom was exempt from providing parking pursuant to Ketchum Municipal Code §17.125.040.C1c. Figure 6 shows the proposed modifications to the underground parking garage striping.

Figure 5. Mountain Land Design Showroom & Residences Parking Demand			
Floor Level	Use	Area	Parking Demand
Basement	Community Housing Unit	978 square feet	community housing exempt (KMC §17.125.040.C1a)
Ground Floor	Retail Showroom	4,473 gross square feet	first 5,500 square feet of retail exempt (KMC §17.125.040.C1c)
Second Floor	Residential Unit A	1,948 square feet	1 parking space
	Residential Unit B	1,538 square feet	1 parking space
Third Floor	Penthouse Residential Unit	3,305 square feet	1 parking space
Total Project Parking Demand			3 parking spaces

ADA parking standards for multi-family residential developments is a building code requirement and is dependent on the total number of units within the building. The requirement to provide an on-site ADA parking space for this project will depend on the Commission’s action on the proposed amendments and the total number of residential units within the mixed-use building. The project may be required to provide an ADA parking space on-site if the total number of residential units triggers this requirement. The Building Official reviews project plans to ensure all ADA standards, including parking requirement, are met. Should the Commission choose to support the proposed modifications, Staff has added a recommended condition of approval that the Building Official shall verify that the project meets all ADA standards, including parking requirements, are met prior to approving the revised plans to amend Building Permit B20-060.



## **Proposed Residential Density Decrease**

The building program as approved by the Commission through Design Review Permit P20-027 included 4 residential units—1 community housing unit in the basement and 3 market-rate residential units on the second and third floors. The applicant has proposed to combine the 2 residential units on the second floor. The total area of the proposed combined residential unit on the second floor is 3,709 square feet.

The request to decrease the residential density does not align with the need for density in the downtown. The community housing unit in the basement approved by the Commission through Design Review Permit P20-027 was previously permitted although it does not align with the policy statement goal for of limiting below-grade uses to storage, mechanical, and parking.

The request to reduce the residential density to 3 units does not meet the community's goals and objectives to increase housing diversity and enhance vibrancy in downtown Ketchum. The mixed-use building is market-rate penthouses as only 2 of the 3 dwelling units are above grade. The project could accommodate significantly more dwelling units on the second and third floors. The total floor area of the upper-level penthouse units 7,014 square feet. This area could accommodate up to nine 750-square-foot dwelling units or four 1,500-square-foot units and four 750-square-foot units. Additional housing units would make this project more consistent with the community's vision and goals for downtown as detailed in the 2014 Comprehensive Plan. More residents would help activate the building by increasing opportunities for social interaction. Additional housing units would also increase the diversity and supply of housing in downtown Ketchum. Staff does not recommend the Planning and Zoning Commission approve the amendment to the approved design review application to reduce the approved number of residential units.

## **SUBDIVISION: CONDOMINIUM SUBDIVISION PRELIMINARY PLAT**

The Condominium Subdivision Preliminary Plat Application will subdivide the mixed-use building into 4 units and associated common area. The preliminary plat map is attached as Exhibit B to the Staff Report. 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 (Ketchum Municipal Code §16.04.070.D).*

The spaces in the underground parking garage are designated as limited common area for the 2 upper-level residential units.

*Storage areas. Adequate interior storage space for personal property of the resident of each condominium unit (Ketchum Municipal Code §16.04.070.E).*

The community housing units includes a separate 59-square-foot storage unit within the basement. The condominium subdivision preliminary plat designates this storage area as limited common area for the community housing unit. The upper-level residential units are large with total floor areas exceeding 3,000 square feet. Adequate interior storage space for personal property of the residents of each penthouse may be accommodated within the dwelling units.

*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 (Ketchum Municipal Code §16.04.070.F).*

The basement common area includes room for the storage of maintenance equipment and supplies by the trash room.

*Open space. The subdivider shall dedicate to the common use of the homeowners adequate open space of such shape and area usable and convenient to the residents of the condominium subdivision. Location of building sites and common area shall maximize privacy and solar access (Ketchum Municipal Code §16.04.070.G).*

The upper-level residential units have private balconies fronting Washington Avenue and 1<sup>st</sup> Street. The condominium subdivision preliminary plat also designates the rooftop deck as limited common area for the two penthouse dwelling units. The window well along Washington Avenue is required egress for the basement community housing unit. The window well feature provides the community housing unit with a 50-square-foot sunken patio as well as solar access.

## **Memorializing Uses**

### *Retail & Community Housing*

The project plans designate the ground-level commercial unit as a retail showroom for Mountain Land Design. Pursuant to Ketchum Municipal Code §17.125.040.C1c, the first 5,500 square feet of retail trade is exempt from providing parking. The applicant has taken advantage of this exemption and has not provided parking spaces for the commercial units on site. As such, the retail unit may not be converted to another commercial use that generates parking demand. Ketchum Municipal Code §17.124.040 encourages new development to include a reasonable supply of affordable and resident-occupied housing for sale or rent to help meet the demand and needs for housing of the community's workforce. The applicant has provided a 978-square-foot community housing unit with an associated 59-square-foot storage area within the basement of the mixed-use building in exchange for the FAR increase. Staff recommends the following conditions be placed on the Condominium Subdivision Preliminary Plat to memorialize the retail and community housing uses within the mixed-use building:

Condition No. 3: Unit 1 within the 360 View Condominiums shall be designated as a retail unit on the subdivision plat. In addition, the applicant shall add the following plat note: *Unit 1 is designated as retail and shall not be converted to another commercial use.*

Condition No. 4: The applicant shall add the following plat note: *Unit A is a deed-restricted community housing unit targeted for Blaine County Housing Authority Income Category 4 or lower. The configuration and floor area of this unit shall not be modified.*

## STAFF RECOMMENDATION

The request to amend the approved Design Review Permit to reduce the residential density to 3 units does not meet the city's goals and objectives to increase housing diversity and enhance vibrancy in downtown Ketchum. After considering the project plans, Staff's analysis, the applicant's presentation, and public comment, Staff recommends the Commission provide direction to Staff and the applicant on the proposed project modifications and condominium subdivision preliminary plat.

Should the Commission choose to support the proposed project modifications and condominium subdivision preliminary plat, Staff recommends the following conditions of approval. If the Commission approves the project, Staff would return with findings and conditions reflecting the Commission's decision.

## RECOMMENDED DESIGN REVIEW AMENDMENT CONDITIONS OF APPROVAL

1. The interior and exterior modifications are subject to the conditions of approval for Design Review Permit P20-027.
2. The Design Review Permit P20-027 is subject to Condominium Subdivision Preliminary Plat Application P22-014. All associated conditions of approval shall apply to the project.
3. The Building Official shall verify that the project meets all ADA standards, including parking requirements, are met prior to approving the revised plans to amend Building Permit B20-060.
4. This Design Review Amendment 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 the Administrator. Any building or site discrepancies which do not conform to the approved plans will be subject to removal.

## RECOMMENDED CONDOMINIUM SUBDIVISION PRELIMINARY PLAT CONDITIONS OF APPROVAL

1. The 360 Views Condominium Subdivision Preliminary Plat is subject to all conditions of approval associated with Design Review Permit P20-027.
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.
3. Unit 1 within the 360 View Condominiums shall be designated as a retail unit on the subdivision plat. In addition, the applicant shall add the following plat note: *Unit 1 is designated as retail and shall not be converted to another commercial use.*
4. The applicant shall add the following plat note: *Unit A is a deed-restricted community housing unit targeted for Blaine County Housing Authority Income Category 4 or lower. The configuration and floor area of this unit shall not be modified.*

## EXHIBITS

- A. Design Review Amendment Application Submittal & Project Plans
- B. Condominium Subdivision Preliminary Plat Application & Supplemental Materials

Exhibit A

Design Review Amendment  
Application Submittal  
&  
Project Plans





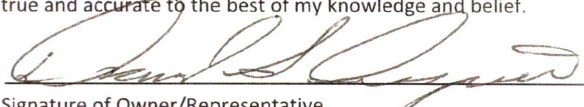
**City of Ketchum  
Planning & Building**


**Design Review Application**

OFFICIAL USE ONLY	
Project ID:	P20-027A
Date Received:	2/2/22
By:	S. Stolter
Pre-Application Fee Paid:	
Design/Draw Fee Paid:	\$450
Approved Date:	
Denied Date:	
By:	
ADRE: Yes <input type="checkbox"/> No <input type="checkbox"/>	

APPLICANT INFORMATION			
Project Name: Mountain Land Design Showroom		Phone: (801) 415-1601	
Owner: Mountain Land Design; Dan Devenport		Mailing Address: 2345 S. Main Street, Salt Lake City, Utah 84115	
Email: ddevenport@mountainlanddesign.com			
Architect/Representative: Michael Doty Associates; Michael Doty		Phone: (208) 726-4228	
Email: mike@mda-arc.com		Mailing Address: PO Box 2792, Ketchum, Idaho 83340	
Architect License Number: AR-1612			
Engineer of Record: Konrad & Stohler; Dave Konrad		Phone: (208) 928-7810	
Email: kse@ksengr.net		Mailing Address: PO Box 4464, Ketchum, Idaho 83340	
Engineer License Number: P-8618			
<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: Lot 4, Block 39, Ketchum Townsite			
Street Address: 111 N. Washington Avenue			
Lot Area (Square Feet): 5,500 SF			
Zoning District: CC-2; Community Core Mixed Use			
Overlay District: <input type="checkbox"/> Floodplain <input type="checkbox"/> Avalanche <input type="checkbox"/> Mountain			
Type of Construction: <input type="checkbox"/> New <input type="checkbox"/> Addition <input type="checkbox"/> Remodel <input checked="" type="checkbox"/> Other: Revision to approved application P20-027			
Anticipated Use: Home Design and Appliance Showroom; Residential		Number of Residential Units: 4 approved; revision to 3	
TOTAL FLOOR AREA			
	Proposed	Existing	
Basements	4,042	Sq. Ft.	Sq. Ft.
1 <sup>st</sup> Floor	4,476	Sq. Ft.	Sq. Ft.
2 <sup>nd</sup> Floor	4,601	Sq. Ft.	Sq. Ft.
3 <sup>rd</sup> Floor	3,223	Sq. Ft.	Sq. Ft.
Mezzanine		Sq. Ft.	Sq. Ft.
Total	15,802	Sq. Ft.	Sq. Ft.
FLOOR AREA RATIO			
Community Core: 2.08		Tourist:	General Residential-High:
BUILDING COVERAGE/OPEN SPACE			
Percent of Building Coverage: 89%			
DIMENSIONAL STANDARDS/PROPOSED SETBACKS			
Front: 5'-1" Average	Side: 6'-4" Average	Side: 0	Rear: 3'
Building Height: 39'-1" at front facade; 42'-0" at rear facade			
OFF STREET PARKING			
Parking Spaces Provided: 4			
Curb Cut: N/A	Sq. Ft.	%	
WATER SYSTEM			
<input 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.

  
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.



Michael Doty Associates

## ■ ARCHITECT'S MEMO

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To: Suzanne Frick, City of Ketchum Planning and Building Director

From: Mike Allaire, Senior Architect, Michael Doty Architects PC

Date: 2022-02-28

CC: Bryan McNamara, Vice President, Magleby Construction  
Dan Devenport, President/Owner, Mountain Land Design

Re: Revision to approved application P20-027 (Mountain Land Design Showroom)

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### Summary of Revisions:

1. Addition of louver vents adjacent to entry patio and above the trash room door at the alley, serving the showroom and underground garage.
  - a. The louver at the entry patio is a required mechanical intake for ventilation of the underground garage and an exhaust for showroom demonstration ventilation hoods. The frame of the vent is a window frame of the same manufacturer of the showroom level windows. The visible size of the intake vent and exhaust vent are dictated by aligning mullions with adjacent windows.
  - b. The louver at the alley is the exhaust for the underground garage ventilation system.
2. Revision of a three-panel sliding glass door to a two-panel sliding glass door and adjacent window within the same basic rough opening.
  - a. This revision is driven by an interior change. Two residential units on the second floor are converted to a single larger unit at the request of a prospective buyer who would like a downtown residence large enough to accommodate his family.
3. Revision of gas meter enclosure door from solid to screened (similar to electrical panel screen) as mandated by Intermountain Gas.
4. Removal of rooftop shade structures.
5. Revision to exterior material EF-4, located on 3-story element at alley.
  - a. The revised material is a similar color, cut to the same size, and installed in the same orientation as the original. The change was dictated by availability of material, and ease of installation.

Due to the minor nature of the proposed exterior modifications to the approved and permitted design, with no change to Gross Floor Area, FAR, or parking spaces (required or provided), in accordance with Section 17.96.010.A.5 which allows for "Non-substantial or minor modifications that comply with all applicable design review standards," and specifically addressed by Section 17.96.010.B.5.d, which exempts minor exterior

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Avenue North  
Ketchum, ID 83340  
Tel. 208.726.4228  
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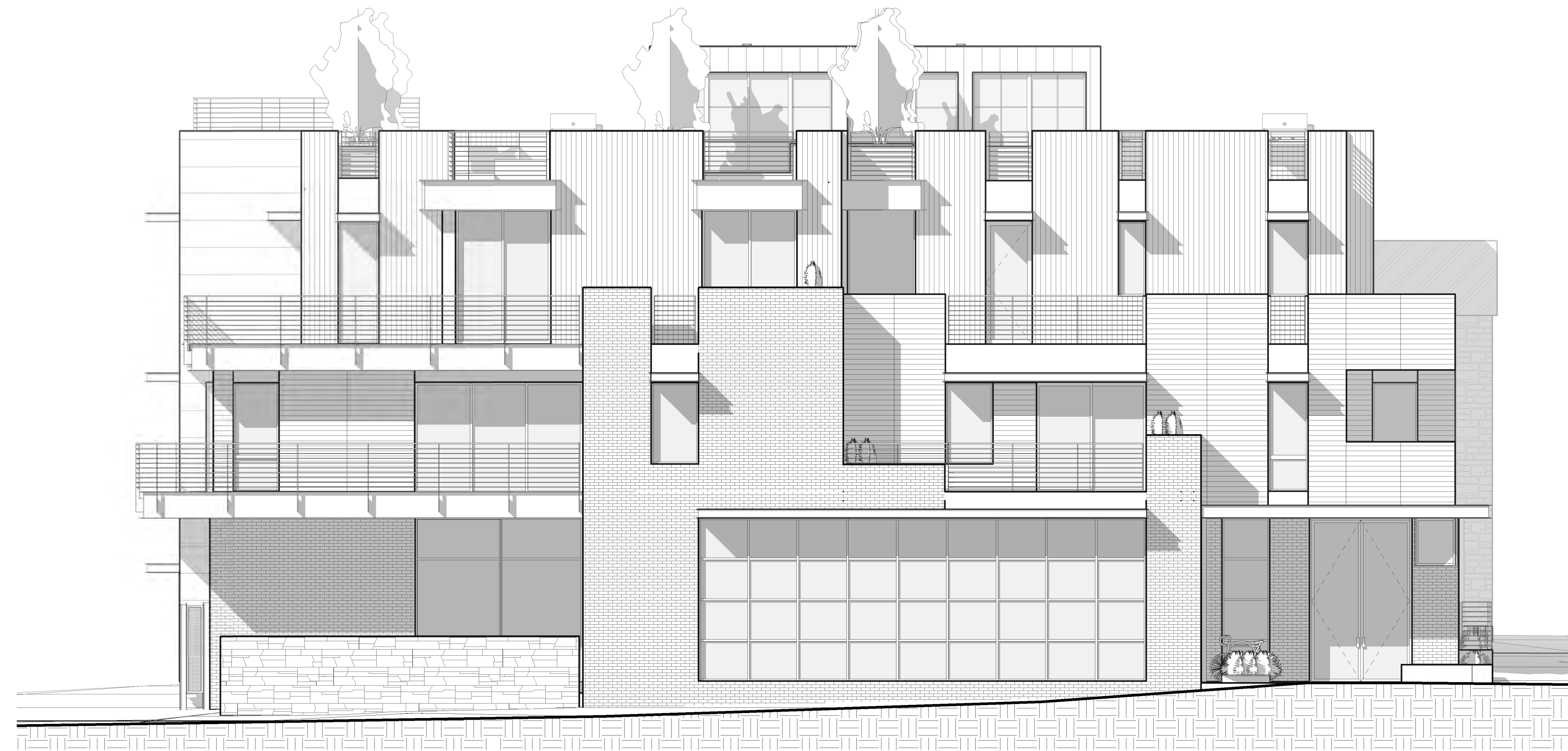
changes from design review, including “changes to exterior finishes” and “the addition of windows and doors,” we ask that these revisions be approved administratively to allow construction to proceed with the goal of securing a partial certificate of occupancy for the operation of the showroom by the end of March.

Sheet by Sheet Revision Summary:

- Proposed Basement Floor Plan: Revision to parking striping to convert accessible parking stall that is not required in a 3-unit building to a conventional parking stall.
- Proposed First Floor Plan: Addition of louvered vent adjacent to entry patio.
- Proposed Second Floor Plan: Conversion of 2 units to 1. Revision of a 3-panel sliding door at Living/Dining/Kitchen to a 2-panel slider at Family Room and an egress window at Bedroom 4.
- Proposed Roof Deck Plan: Removal of rooftop shade structures.
- Proposed Roof Plan: Removal of rooftop shade structures.
- Proposed Exterior Finishes: Change of EF-4 from fiber cement panels to Stonewood phenolic core panels of a similar color and the same size and orientation.
- Proposed South Elevation: Revision of a 3-panel sliding door to a 2-panel sliding door and adjacent window. Removal of rooftop shade structures.
- Proposed East Elevation: Addition of louver vent serving garage and showroom. Removal of rooftop shade structures.
- Proposed West Elevation: Addition of louver vent for garage exhaust. Revision of gas meter door from solid to screened. Removal of rooftop shade structures.
- Proposed North Elevation: Removal of rooftop shade structures.
- Proposed Building Section: Removal of rooftop shade structures.
- View from First and Washington: Revision of a 3-panel sliding door to a 2-panel sliding door and adjacent window. Addition of louver vent serving garage and showroom. Removal of roof top shade structures.
- View from First and Alley: Addition of louver vent for garage exhaust. Revision of a 3-panel sliding door to a 2-panel sliding door and adjacent window. Revision of gas meter door from solid to screened. Removal of rooftop shade structures.
- View from First Street: Revision of a 3-panel sliding door to a 2-panel sliding door and adjacent window.
- View from Washington Avenue: Removal of rooftop shade structures.
- View from Alley: Addition of louver vent for garage exhaust. Revision of gas meter door from solid to screened.

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- DR-27 PROPOSED 3-D VIEWS (COLORED)
- DR-28 PROPOSED 3-D VIEWS (COLORED)
- TOTAL DESIGN REVIEW SHEETS: 28



## MATERIAL SYMBOLS

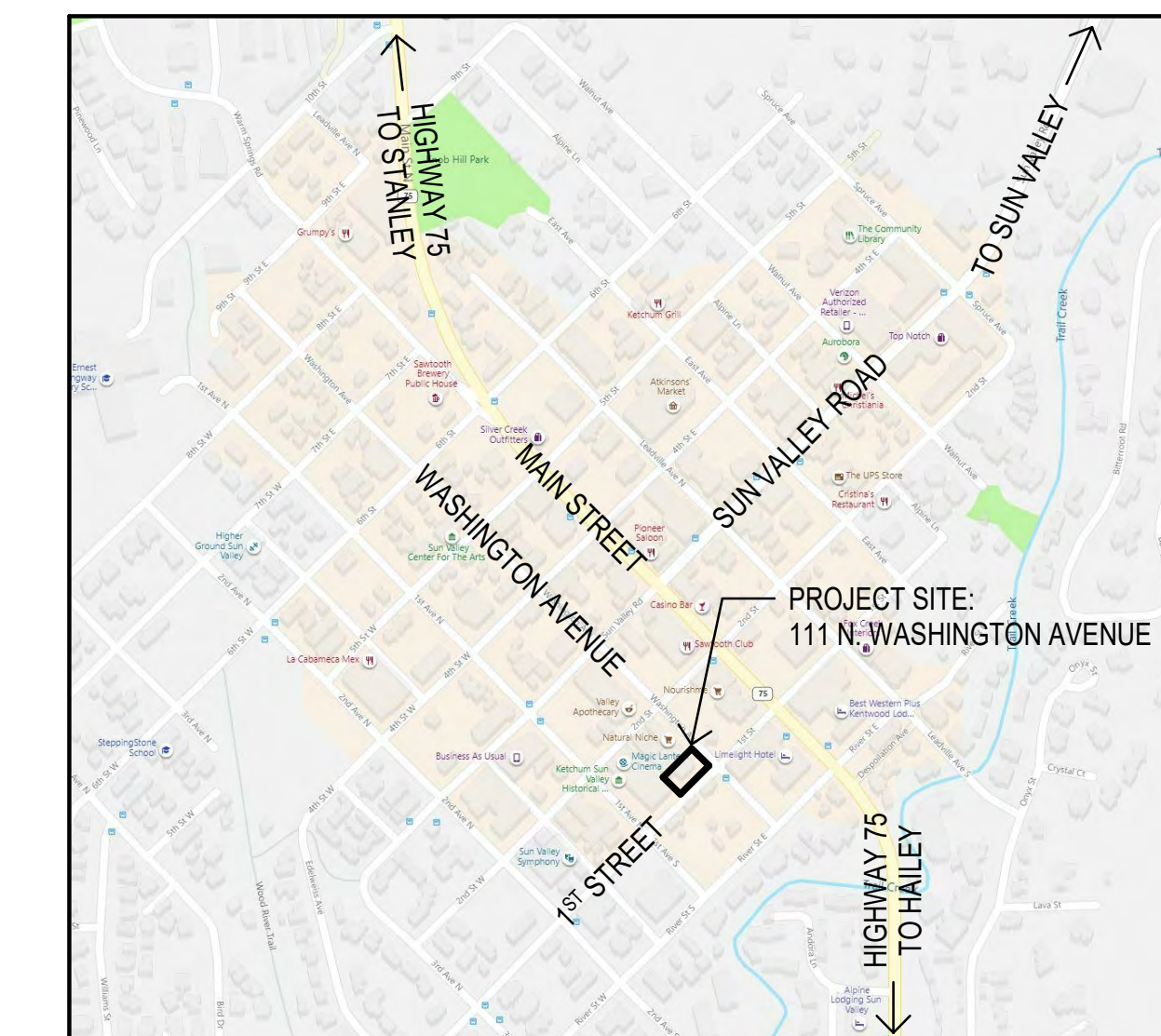
PLAN AND SECTION	ELEVATION
EARTH / TOP SOIL	SIDING
PLYWOOD	CONCRETE
WASHED ROCK	STUCCO
ASPHALT PAVING / ROADBED MATL.	GLASS
CONCRETE	CONCRETE MASONRY UNIT
BRICK	BRICK
CONCRETE MASONRY UNIT	SAND, PLASTER, GYPSUM BOARD
CUT STONE	BATT INSULATION
STEEL	BIBS INSULATION
ALUMINUM	RIGID INSULATION
	SPRAY FOAM INSULATION
	WALL - NEW CONSTRUCTION
	WALL - EXISTING TO REMAIN
	WALL - TO BE DEMOLISHED

## PROJECT TEAM

<b>OWNER:</b>	Mountain Land Design Dan Devenport 2345 S. Main Street Salt Lake City, Utah 84115 ddevenport@mountainlanddesign.com	<b>LANDSCAPE ARCHITECT:</b>	BYLA Landscape Architects Chase Gouley PO Box 594 323 North Lewis Street, Suite N Ketchum, Idaho 83340 (208) 726-5907 chase@byla.us
<b>ARCHITECT:</b>	Michael Doty Associates, Architects, PC PO Box 2792 371 Washington Avenue North Ketchum, Idaho 83340 (208) 726-4228 mike@mda-arc.com	<b>CIVIL ENGINEER:</b>	Galena Engineering, Inc. Sean Flynn 317 North River Street Hailey, Idaho 83333 (208) 788-1705 sfflynn@galena-engineering.com
<b>GENERAL CONTRACTOR:</b>	Magleby Construction Bryan McNamara 511 East Avenue, Suite 201 Ketchum, Idaho 83340 (208) 725-3923 bmacnamara@maglebyconstruction.com		
<b>STRUCTURAL ENGINEER:</b>	Konrad & Stohler Structural Engineering, LLC Dave Konrad PO Box 4464 Ketchum, Idaho 83341 (208) 928-7810 kse@ksengr.net		

## PROJECT DATA

<b>LEGAL DESCRIPTION:</b>	LOT 4, BLOCK 39, KETCHUM TOWNSITE KETCHUM, IDAHO
<b>ZONING:</b>	CC-2 COMMUNITY CORE; MIXED USE
<b>CONSTRUCTION TYPE:</b>	TYPE V-B
<b>OCCUPANCY:</b>	B - BUSINESS, SHOWROOM R-2 - MULTI-FAMILY RESIDENTIAL
<b>BUILDING AREA:</b>	BASEMENT: 4,528 SF MAIN FLOOR: 4,473 SF 2ND FLOOR: 4,083 SF 3RD FLOOR: 3,236 SF ROOF ACCESS: 278 SF TOTAL: 16,598 SF
<b>FIRE SPRINKLER SYSTEM:</b>	NFPA 13 THROUGHOUT
<b>SITE AREA:</b>	5,500 SQ. FT. (0.13 ACRES)
<b>CODES:</b>	2012 INTERNATIONAL BUILDING CODE (2012 IBC) AS ADOPTED BY CITY OF KETCHUM BUILDING DEPT.
<b>JURISDICTIONS:</b>	CITY OF KETCHUM PLANNING & ZONING CITY OF KETCHUM BUILDING DEPARTMENT CITY OF KETCHUM FIRE DEPARTMENT



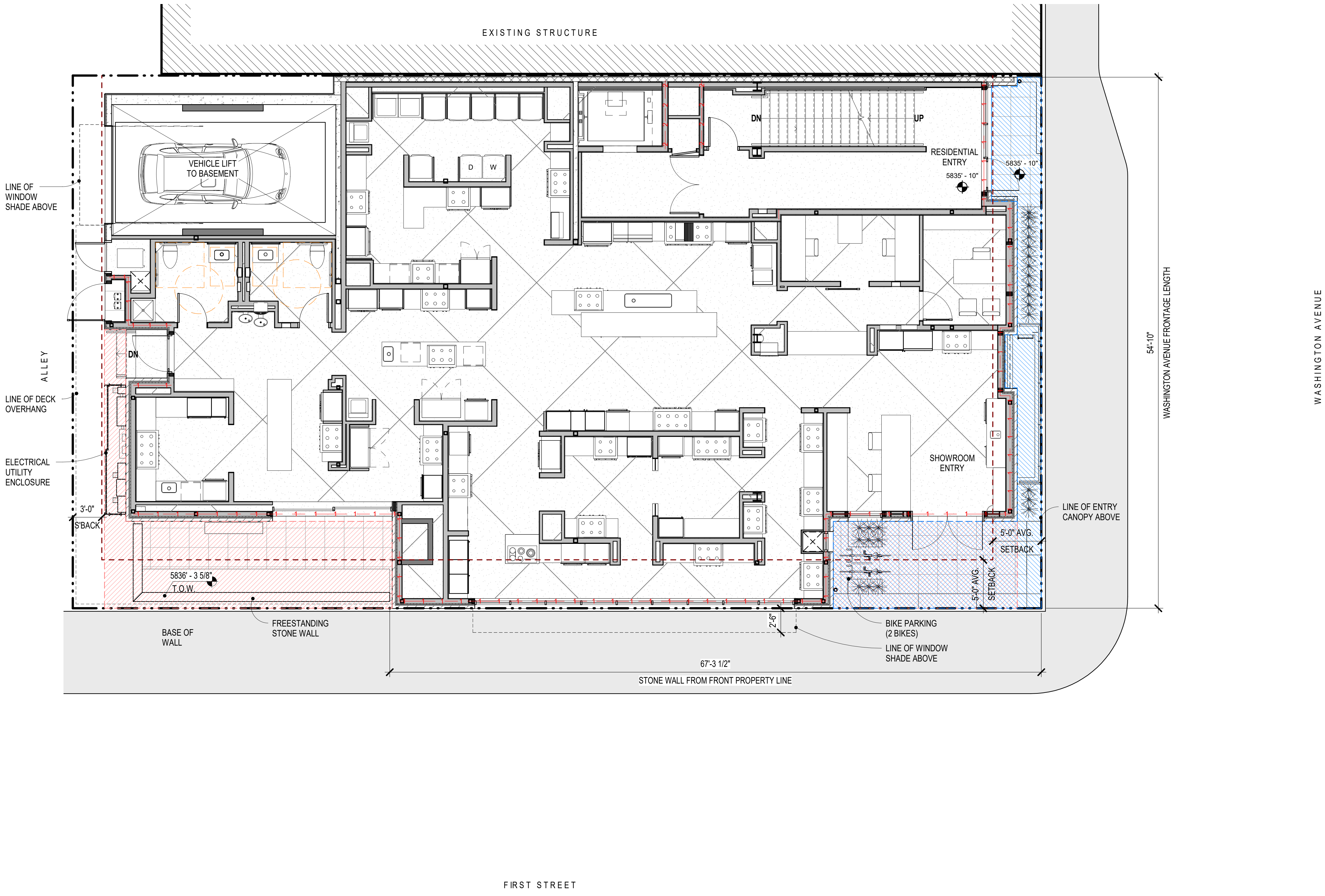
# MOUNTAIN LAND DESIGN SHOWROOM AND RESIDENCES

111 NORTH WASHINGTON AVENUE  
KETCHUM, IDAHO

2/28/2022 REVISION  
5/19/2020



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### AVERAGE FRONTAGE CALCULATION

RED CROSS HATCH AREA INDICATES ACTUAL SETBACK TO FACE OF FINISH ALONG FIRST STREET FRONTAGE, INCLUDING PATIOS LESS THAN 30 INCHES ABOVE ADJACENT GRADE AND FENCES/WALLS LESS THAN 6 FEET ABOVE ADJACENT GRADE = 480.54 SF

AVERAGE SETBACK (5'-0" MIN.) =  
 SETBACK AREA + FRONTAGE LENGTH =  
 480.54 SF + 94'-3" = 5'-1"

BLUE CROSS HATCH AREA INDICATES ACTUAL SETBACK TO FACE OF FINISH ALONG WASHINGTON AVENUE FRONTAGE, INCLUDING PATIOS LESS THAN 30 INCHES ABOVE ADJACENT GRADE AND FENCES/WALLS LESS THAN 6 FEET ABOVE ADJACENT GRADE = 344.66 SF

AVERAGE SETBACK (5'-0" MIN.) =  
 SETBACK AREA + FRONTAGE LENGTH =  
 344.66 SF + 54'-10" = 6'-3 1/2"

### SNOW STORAGE CALCULATION

THERE ARE NO VIABLE SNOW STORAGE AREAS LOCATED ON SITE. ALL SNOW MANAGEMENT WILL BE ACCOMPLISHED BY SNOWMELT AND HAULING SNOW OFF-SITE.

### BUILDING INFORMATION

SITE AREA: 55x100 CITY LOT = 5,500 SF

BUILDING GROSS AREA:  
 BASEMENT: 4,528 SF (NOT INCLUDED IN TOTAL PER FLOOR AREA, GROSS DEFINITION)

MAIN FLOOR: 4,473 SF  
 2ND FLOOR: 4,083 SF  
 3RD FLOOR: 3,236 SF  
 ROOF ACCESS: 278 SF  
 TOTAL: 12,070 SF

SUBTRACT (4) 9x18 PARKING SPACES, AS ALLOWED PER FLOOR AREA, GROSS DEFINITION  
 12,070 SF  
 -648 SF  
 11,422 SF GROSS FLOOR AREA

F.A.R. CALCULATION: 11,422 GSF + 5,500 SF = 2.08 F.A.R.

ARCHITECTURAL SITE PLAN

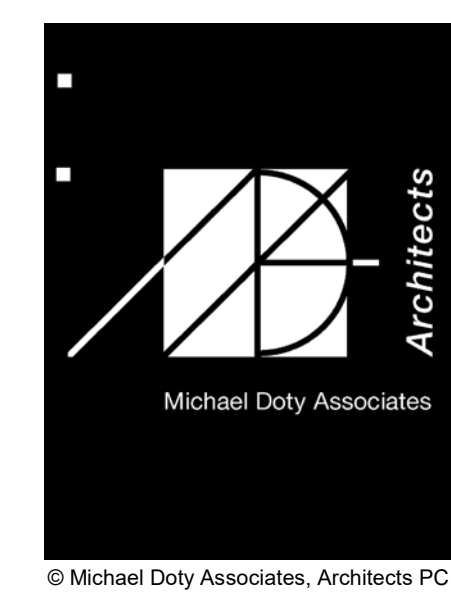
1 2 4 8 3/16" = 1'-0"

PROJECT NORTH TRUE NORTH

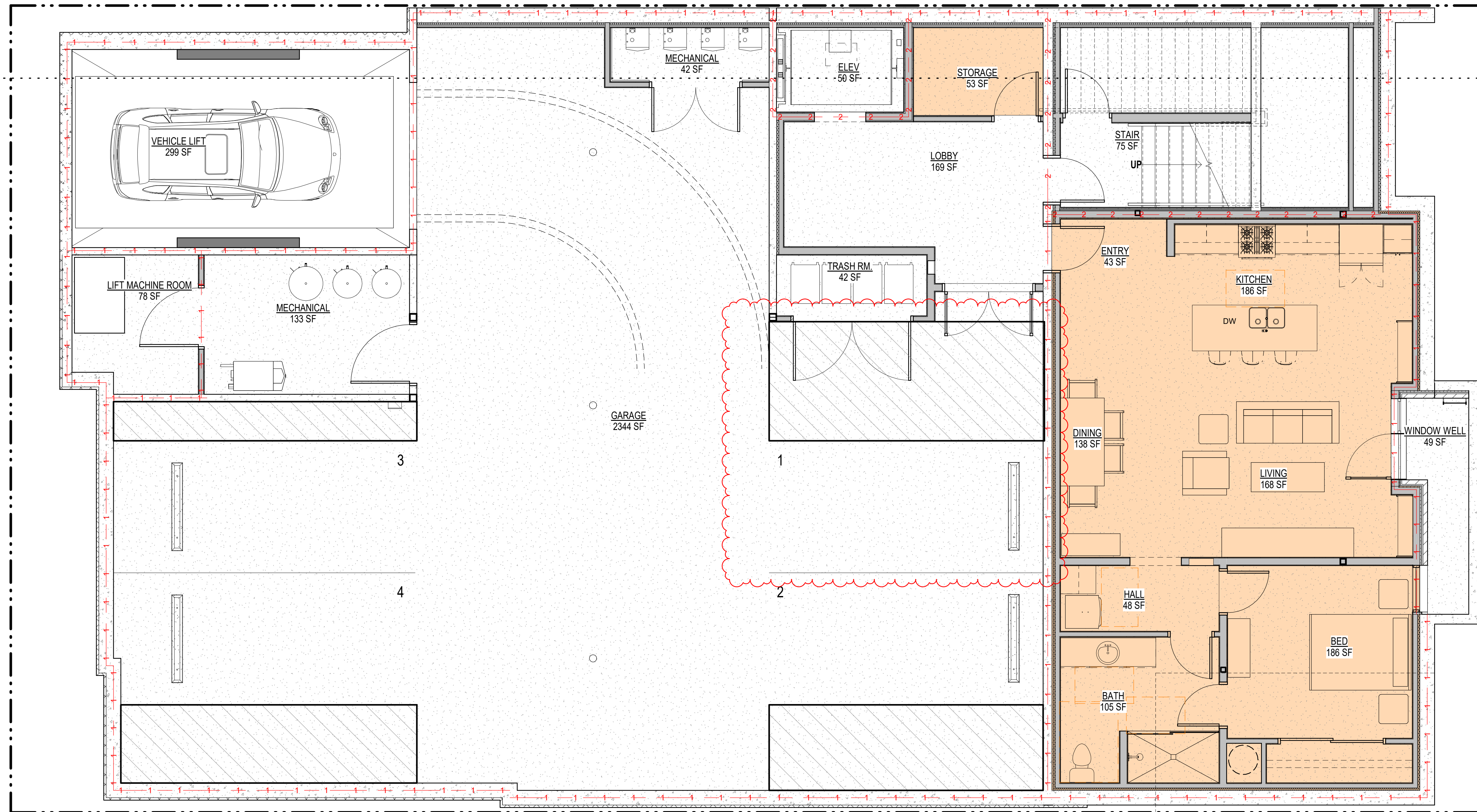
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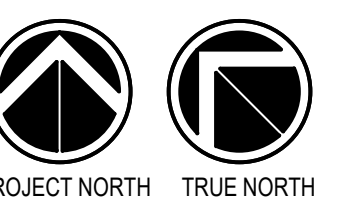


WORKFORCE UNIT: 978 SF  
 STORAGE: 53 SF  
 TOTAL WORKFORCE UNIT: 1,031  
 (1,013 SF OWED PER 2.08 FAR)

GROSS FLOOR AREA: 4,528 SF  
 NET FLOOR AREA: 831 SF

PROPOSED BASEMENT FLOOR PLAN

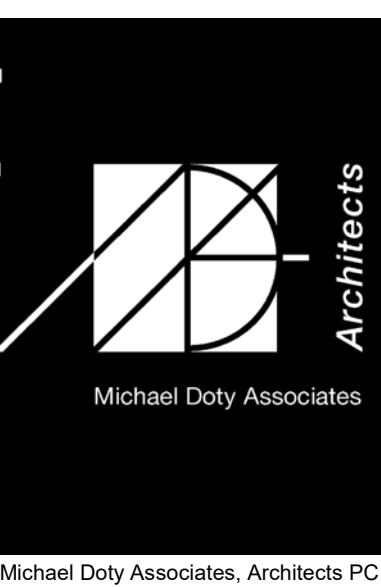
1/4" = 1'-0"



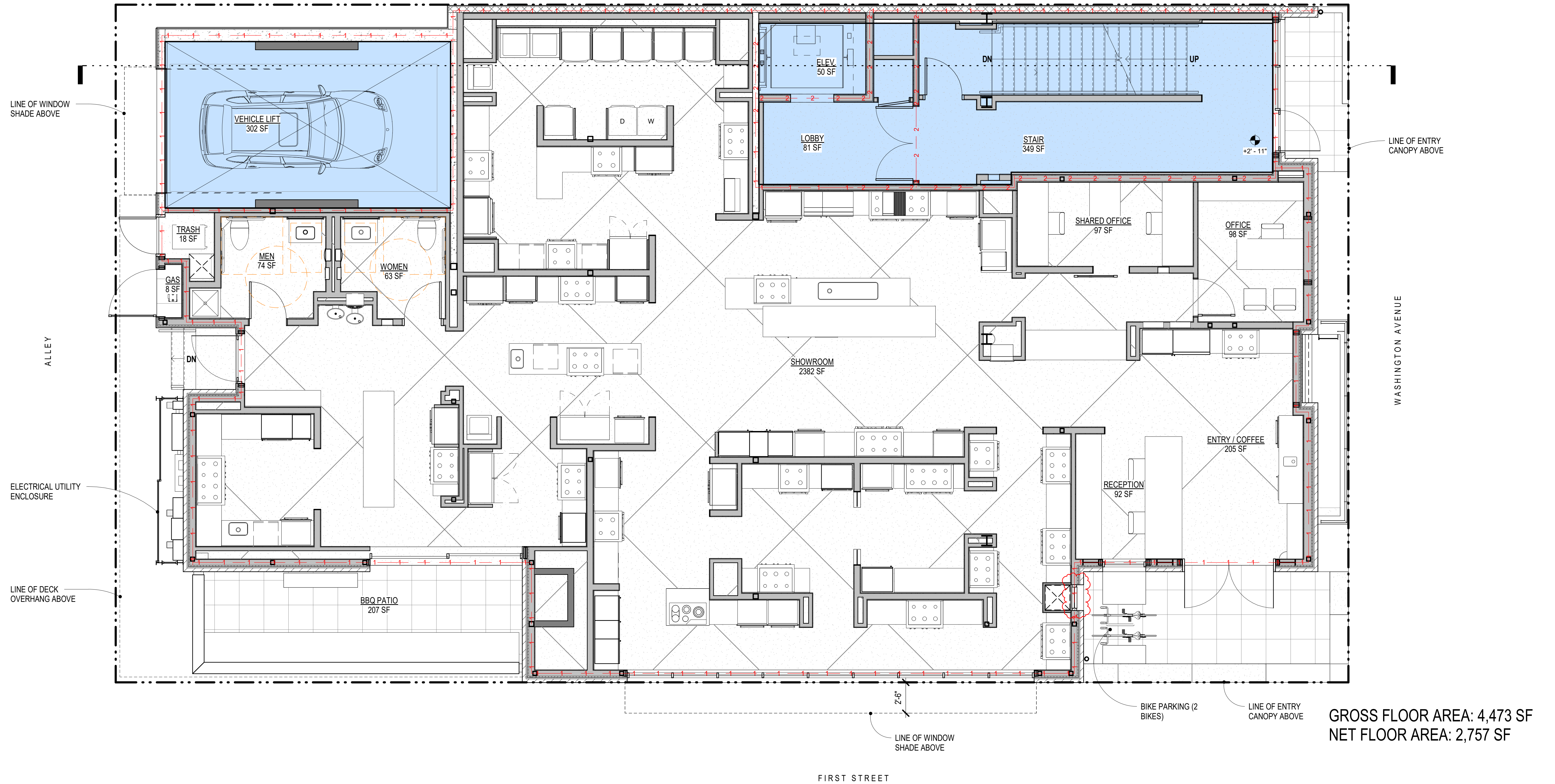
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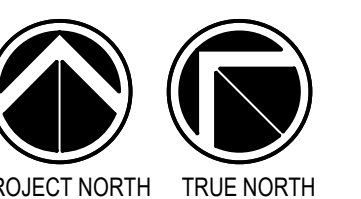


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PROPOSED FIRST FLOOR PLAN

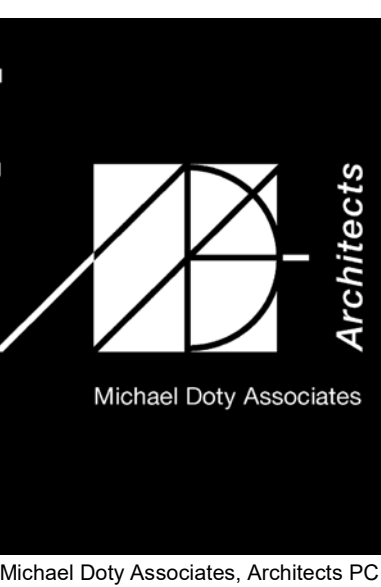
1/4" = 1'-0"



MOUNTAIN LAND DESIGN SHOWROOM AND RESIDENCES

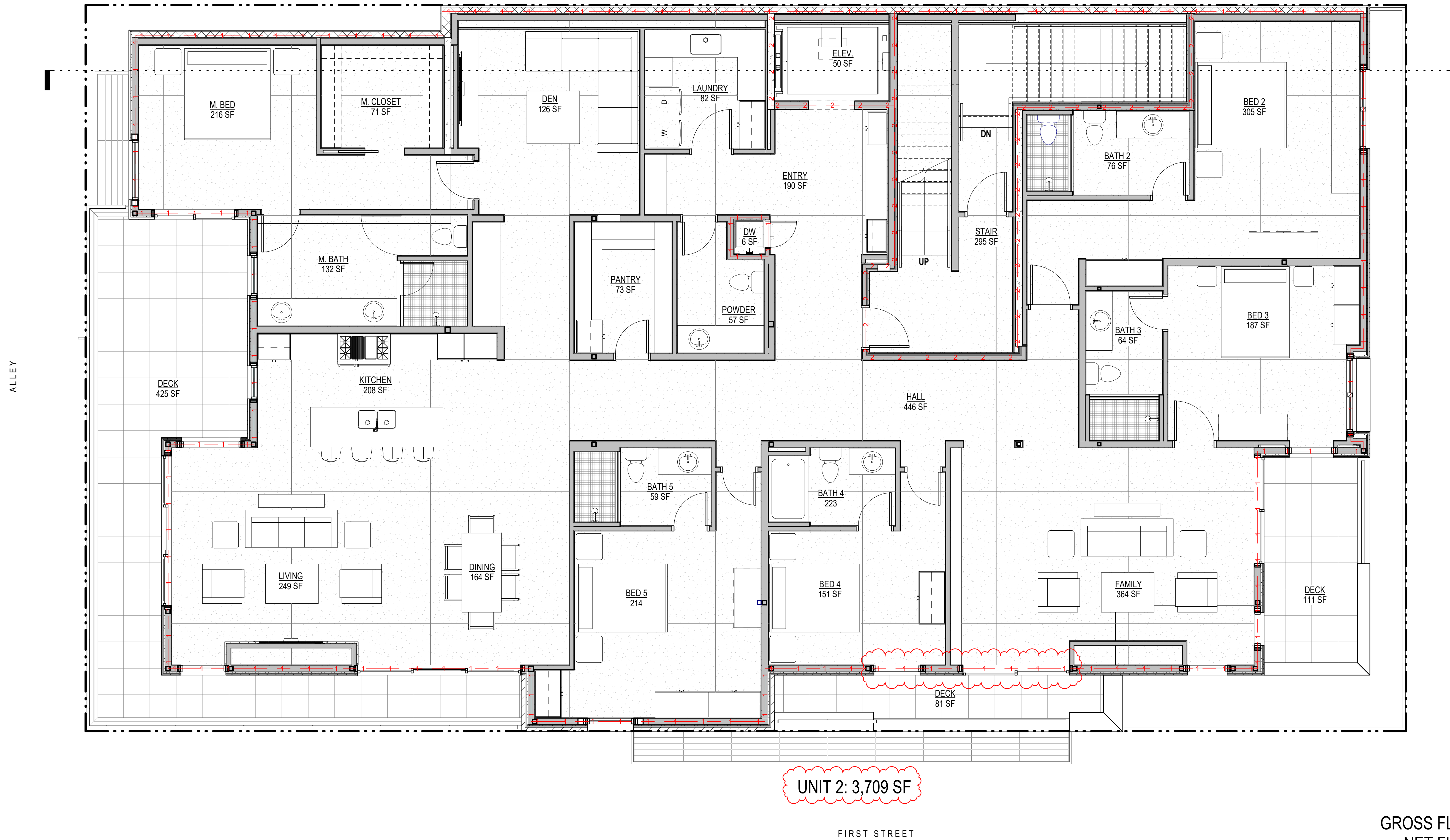
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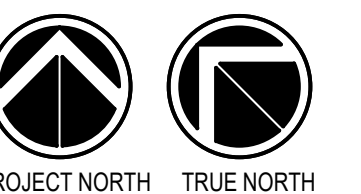




GROSS FLOOR AREA: 4,083 SF  
 NET FLOOR AREA: 3,021 SF

PROPOSED SECOND FLOOR PLAN

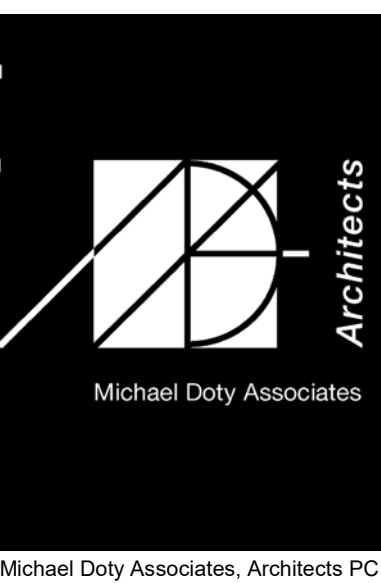
1/4" = 1'-0"



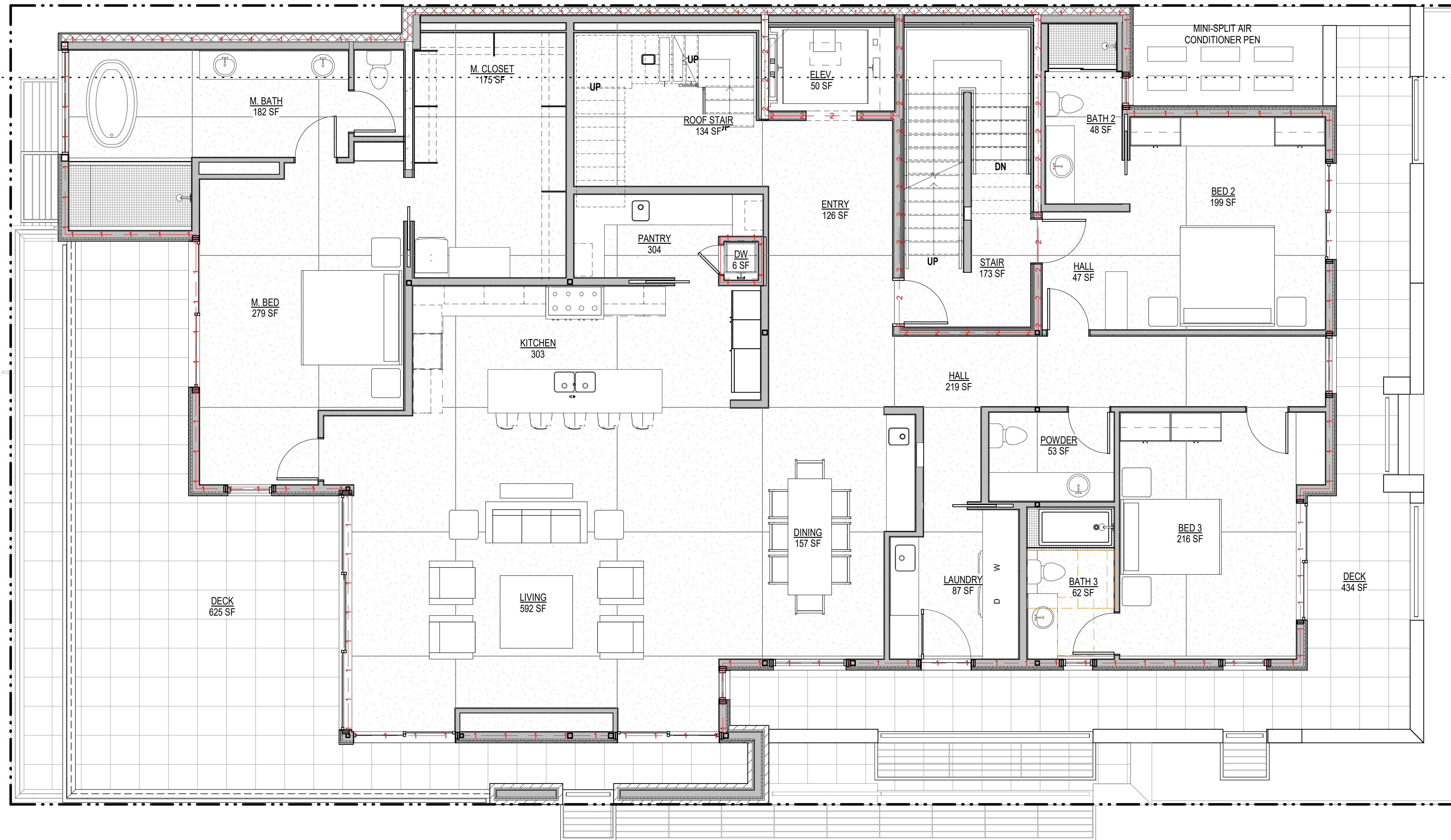
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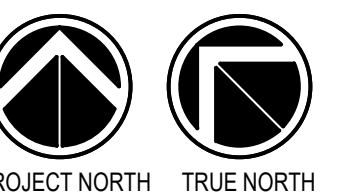
PENTHOUSE: 3,035 SF

FIRST STREET

GROSS FLOOR AREA: 3,236 SF  
NET FLOOR AREA: 2,695 SF

PROPOSED THIRD FLOOR PLAN

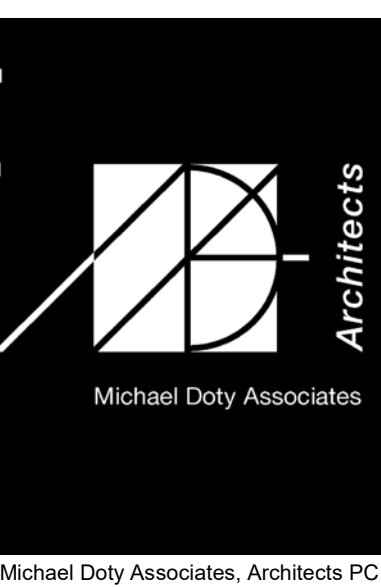
1/4" = 1'-0"



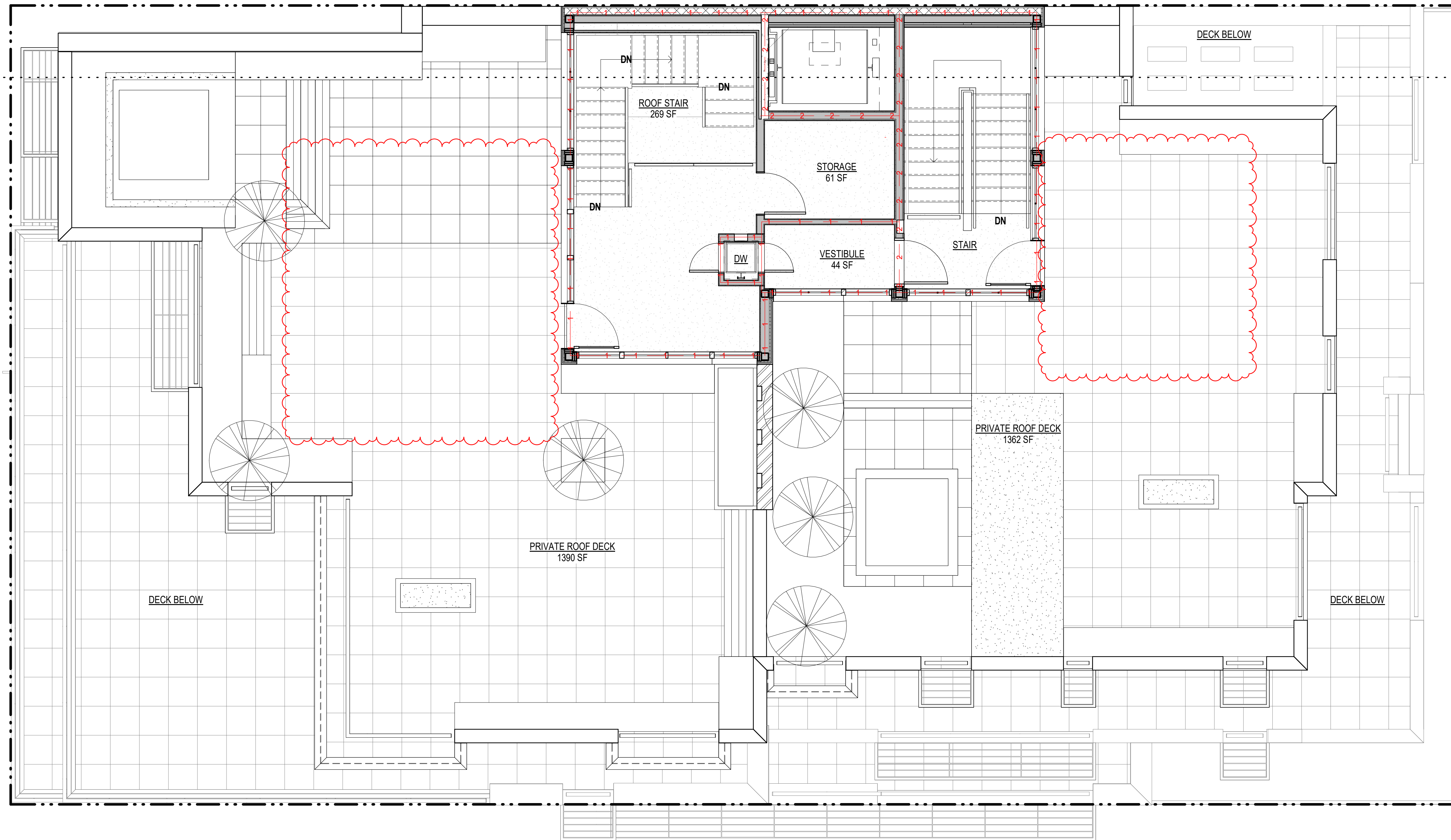
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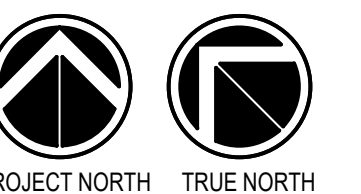
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GROSS FLOOR AREA: 278 SF  
 NET FLOOR AREA: 61 SF

PROPOSED ROOF DECK FLOOR PLAN

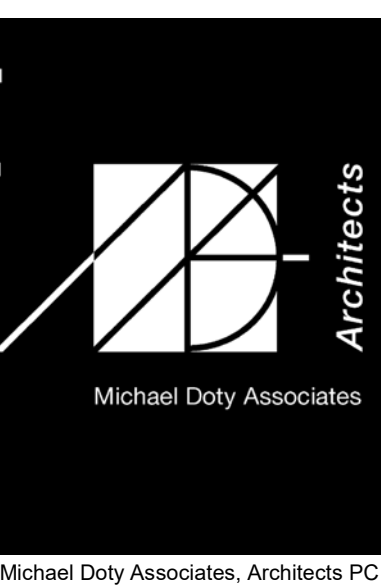
1 2 4 8 1/4" = 1'-0"



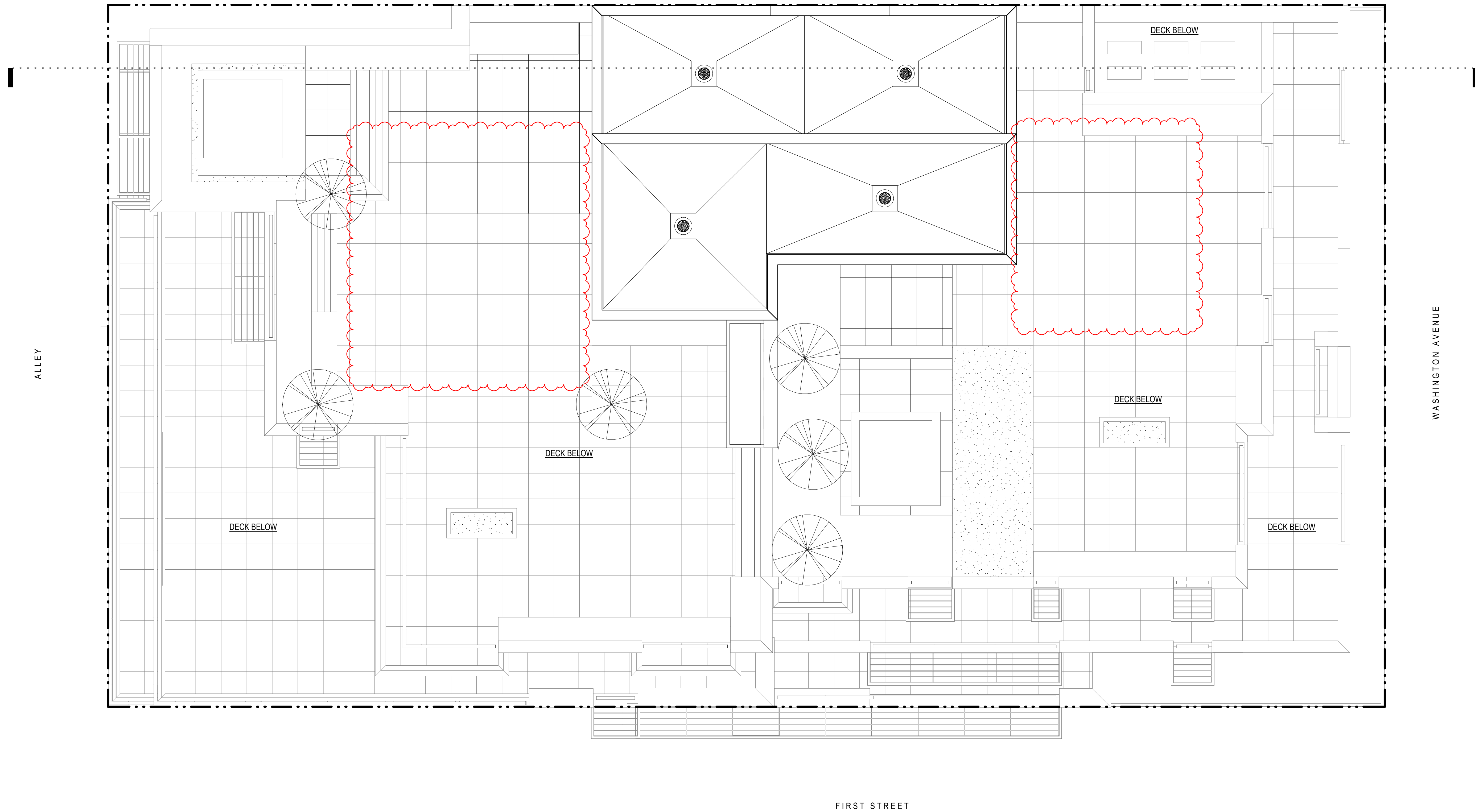
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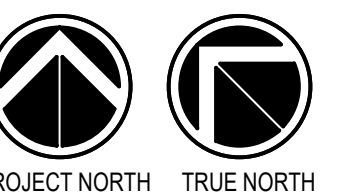


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PROPOSED ROOF PLAN

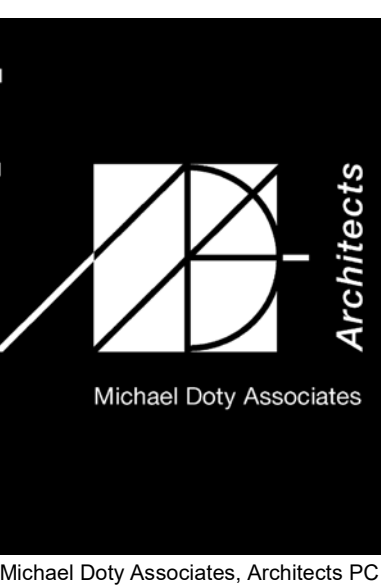
1 2 4 8 1/4" = 1'-0"



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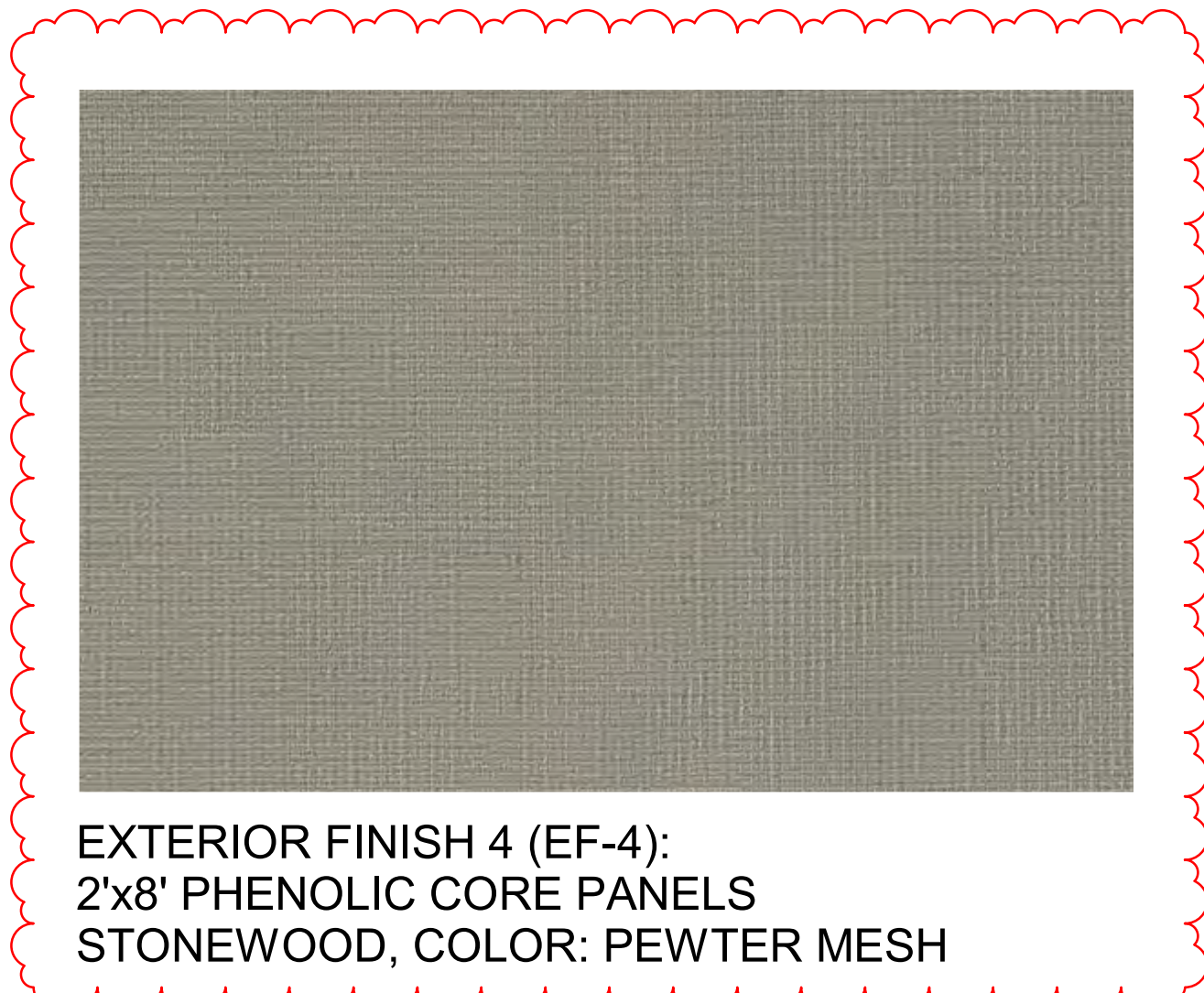
EXTERIOR FINISH 1 (EF-1):  
2-3/4" MODULAR BRICK VENEER  
INTERSTATE BRICK, COLOR: LONE TREE



EXTERIOR FINISH 2 (EF-2):  
1x6 GARAPA RAINSCREEN, HORIZONTAL  
CLEAR SEALER



EXTERIOR FINISH 3 (EF-3):  
1x6 GARAPA RAINSCREEN, VERTICAL  
WEATHERED PATINA



EXTERIOR FINISH 4 (EF-4):  
2'x8' PHENOLIC CORE PANELS  
STONEWOOD, COLOR: PEWTER MESH



EXTERIOR FINISH 5 (EF-5):  
NATURAL STONE VENEER  
ASHLAR PATTERN, COLOR:



EXTERIOR FINISH 6 (EF-6):  
STEEL, STEEL PANELS, STEEL FLASHING  
KYNAR 500, COLOR: BLACK



GUARDRAIL 1 (GR-1):  
BLACK STEEL BAR



EXTERIOR DOORS AND WINDOWS:  
BLACK ANODIZED STOREFRONT



PROJECTING SIGNAGE CONCEPT

ELEMENT Lighting.com

## 4" LED FIXED DOWNLIGHT

**TRIMS**

TRIM	FINISH
 ROUND FLANGELESS BEVEL FLANGELESS FLAT FLANGED BEVEL FLANGED FLAT	 SQUARE FLANGELESS BEVEL FLANGELESS FLAT FLANGED BEVEL FLANGED FLAT

**4" HOUSING**  
MAX CEILING THICKNESS: 2"

NON-IC AIRTIGHT  
IC AIRTIGHT

**LED SOLUTIONS**

**LAMPING & OPTICS**

	CITIZEN MAX-OUTPUT / HIGH-OUTPUT / LOW-OUTPUT			XICATO / ARTIST SERIES	LUMENETIX WARM COLOR DIMMING	LUMENETIX SPROCKET / WHITE
Output (Fixture Performance)	Max: 3300 / 2640	High: 2500 / 2060	Low: 1500 / 1200	1800 / 1275	1075	1075
CRI	80+ / 90+	90+	90+	80+ / 98+	90+	90+
Color Temperature	2700K / 3000K / 3500K	2700K / 3000K / 3500K	2700K / 3000K / 3500K	2700K / 3000K / 3500K	3000K-1800K Warm Dim	1600K-4000K
Dimming	Down to 5%*	Down to 5%*	Down to 5%*	Down to 5%*	Down to 1%	Down to 1%
Dimming Type	ELV, 0-10V, Hi-Lume	ELV, 0-10V, Hi-Lume	ELV, 0-10V, Hi-Lume	ELV, 0-10V, Hi-Lume	0-10V	0-10V, 2 sets
Beam Spreads	18°, 25°, 40°	18°, 25°, 40°	18°, 25°, 40°	21°, 43°, 60°	21°, 43°, 60°	21°, 43°, 60°
Power Supply	Constant Current Driver			Constant Current Driver	24V DC Constant Voltage	24V DC Constant Voltage
Wattage	Max: 32 watts	High: 32 watts	Low: 18 watts	24 watts / 22 watts	23 watts	23 watts
Title 24	At 90 CRI			—	—	—

\*with ELV Driver option

**GENERATION BRANDS**

**ELEMENT**  
by Tech Lighting®

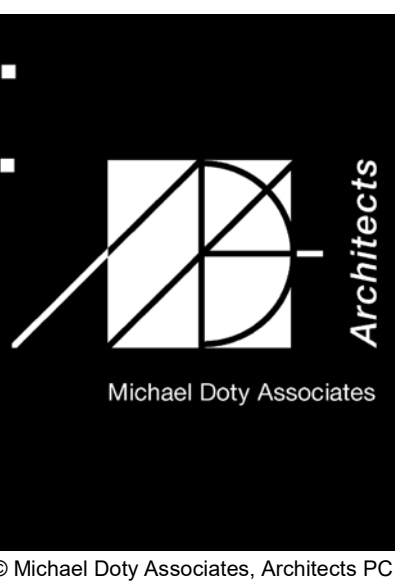
7400 Linder Avenue, Skokie, Illinois 60077 T 847.410.4400 F 847.410.4500

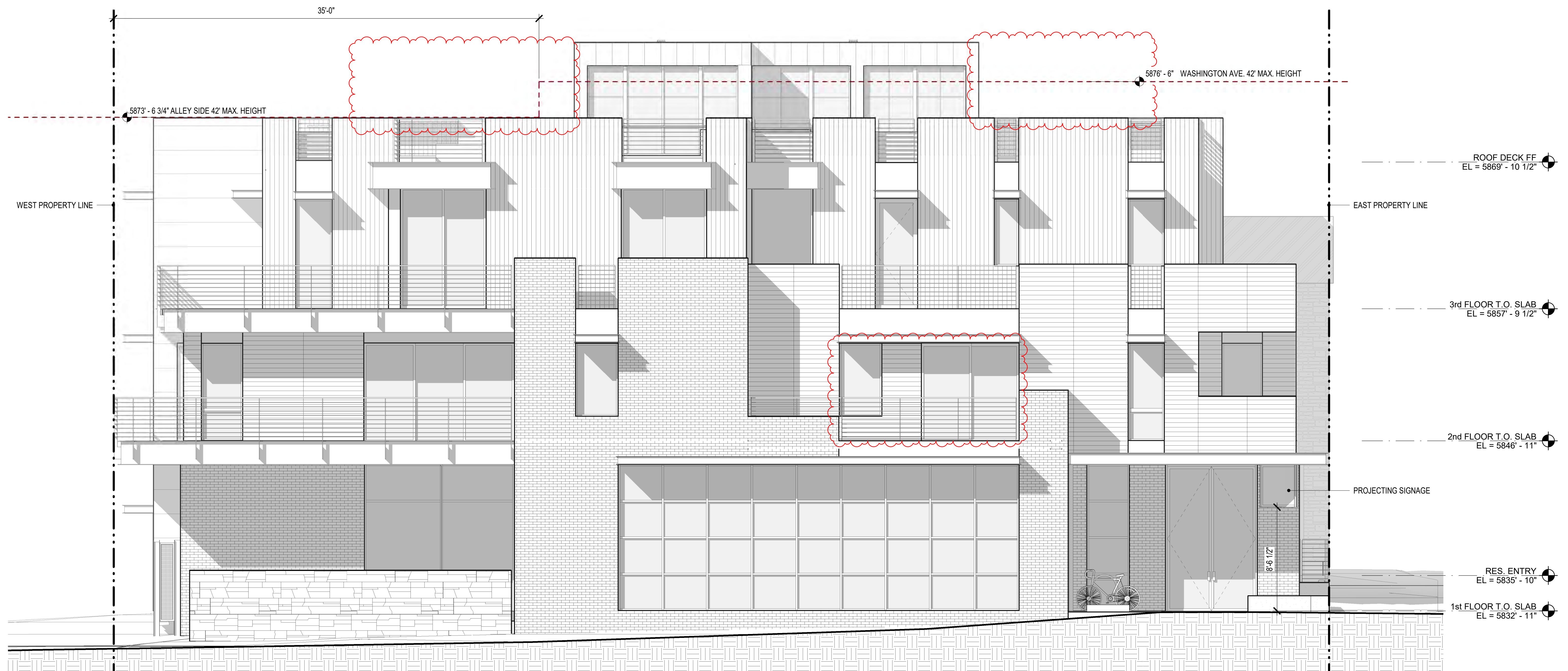
### RECESSED CAN LIGHT

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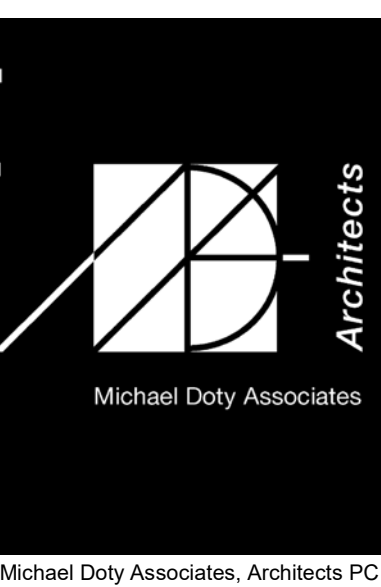
PROPOSED SOUTH (FIRST ST) ELEVATION

1 2 4 8 1/4" = 1'-0"

# MOUNTAIN LAND DESIGN SHOWROOM AND RESIDENCES

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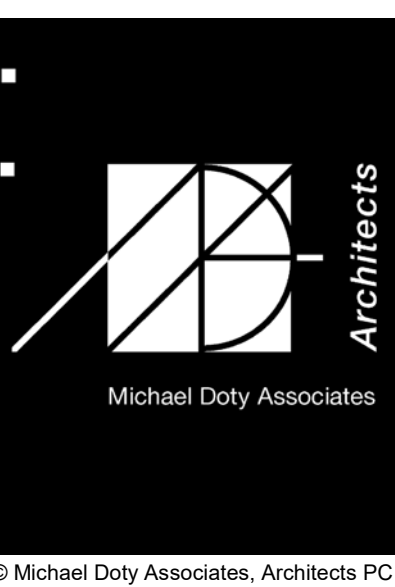
PROPOSED SOUTH (FIRST ST) ELEVATION

1 2 4 8 1/4" = 1'-0"

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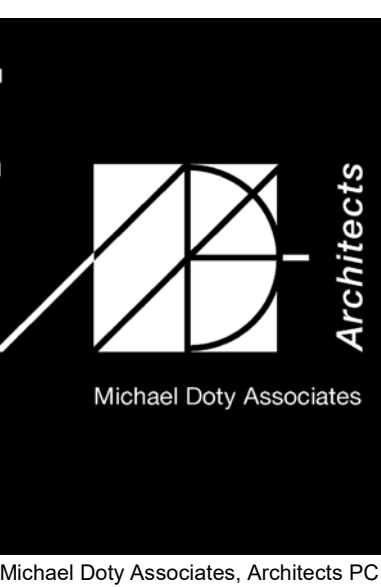
PROPOSED EAST (WASHINGTON) ELEVATION

1/4" = 1'-0"

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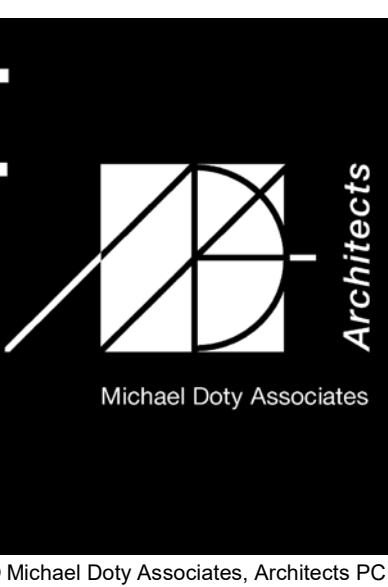
PROPOSED EAST (WASHINGTON) ELEVATION

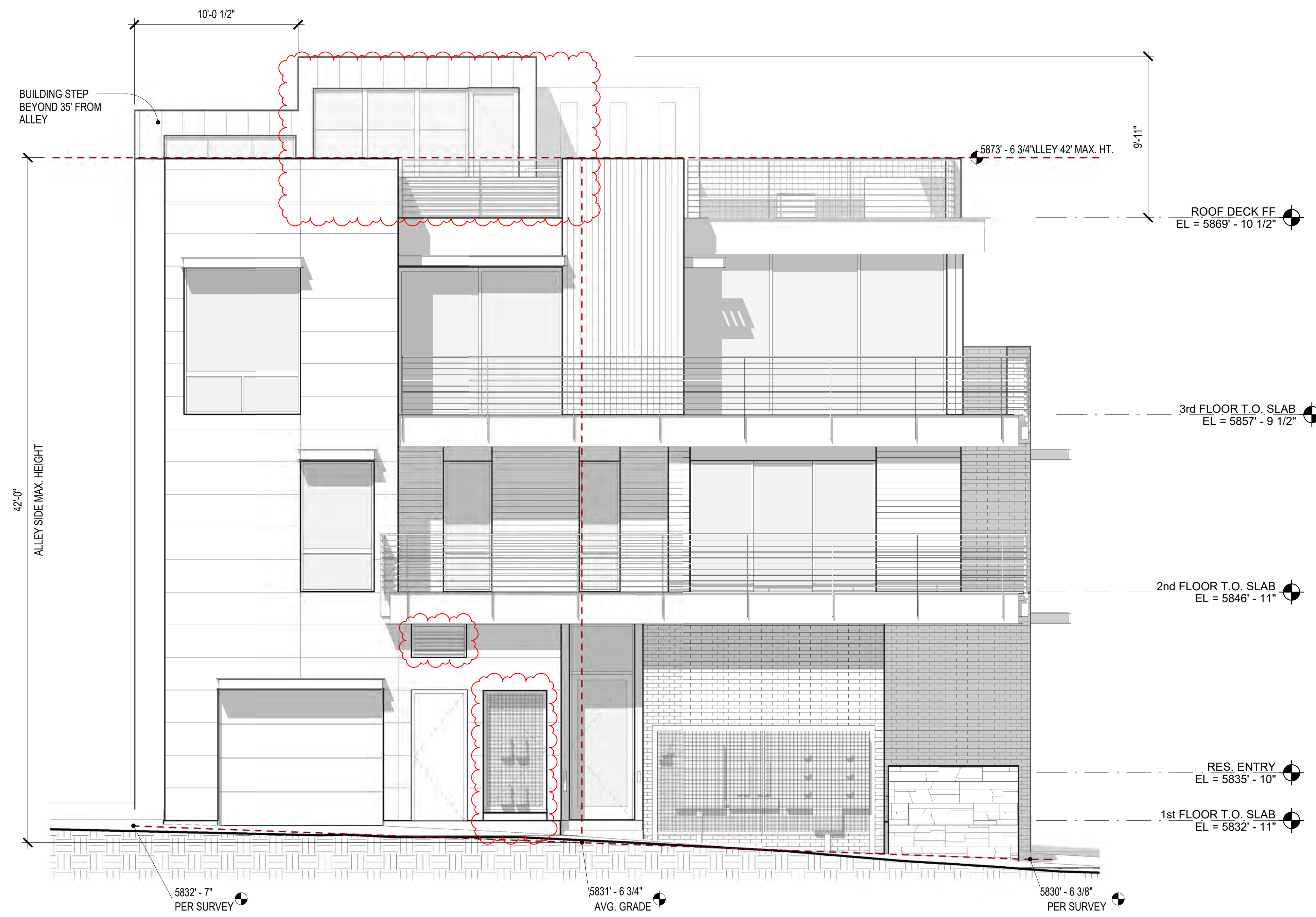
1 2 4 8 1/4" = 1'-0"

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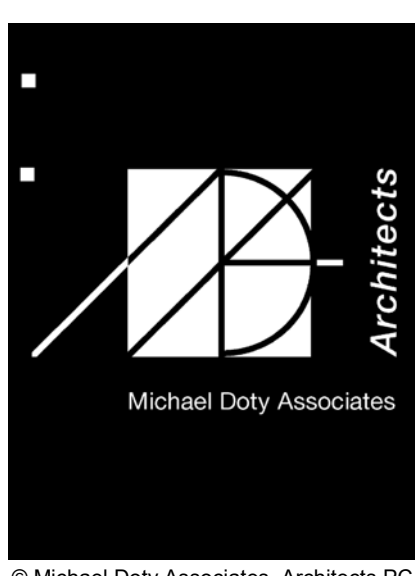


PROPOSED WEST (ALLEY) ELEVATION

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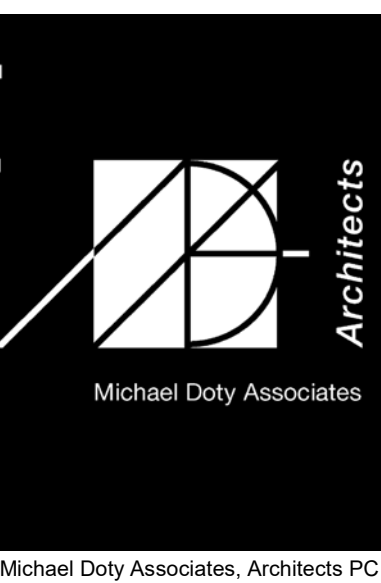
PROPOSED WEST (ALLEY) ELEVATION

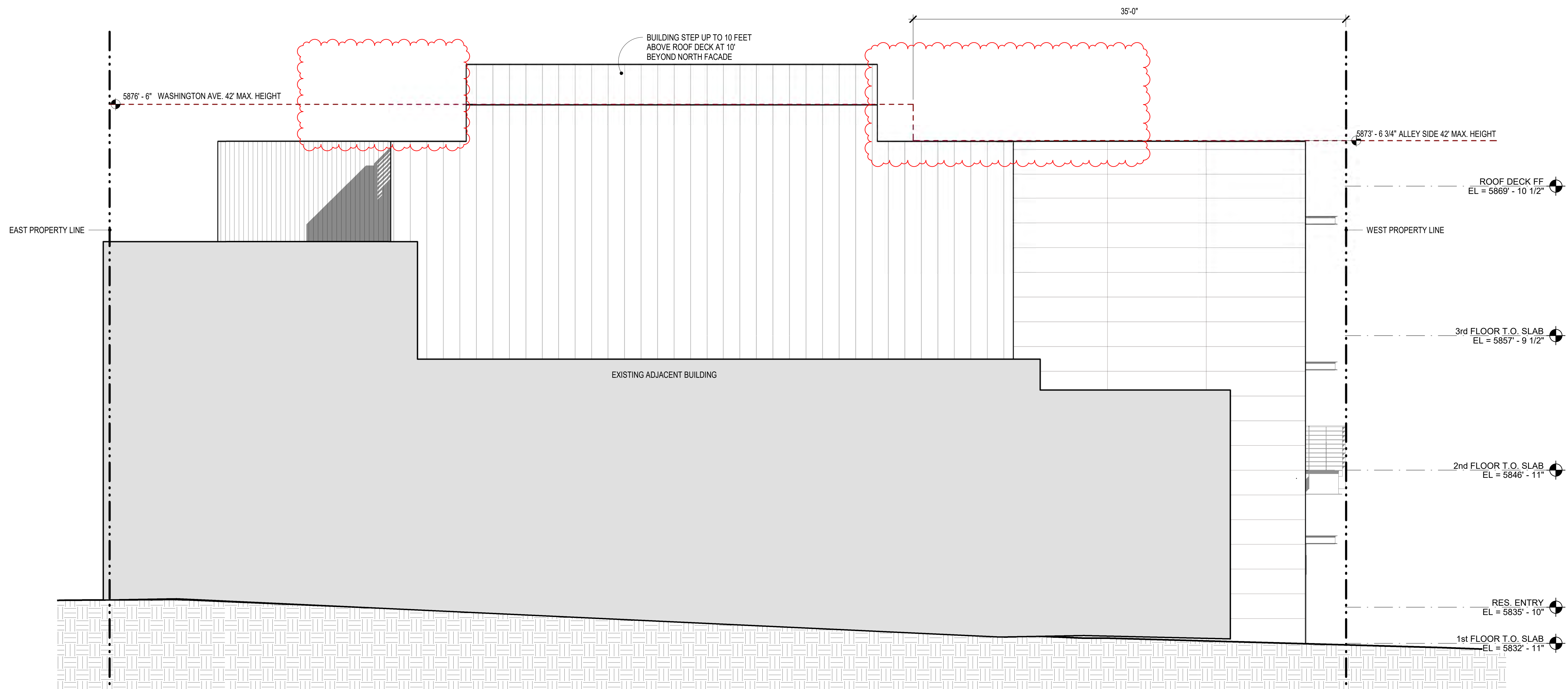
1 2 4 8 1/4" = 1'-0"

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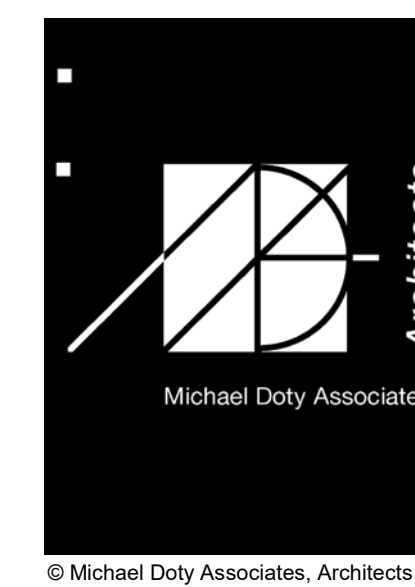
PROPOSED NORTH ELEVATION

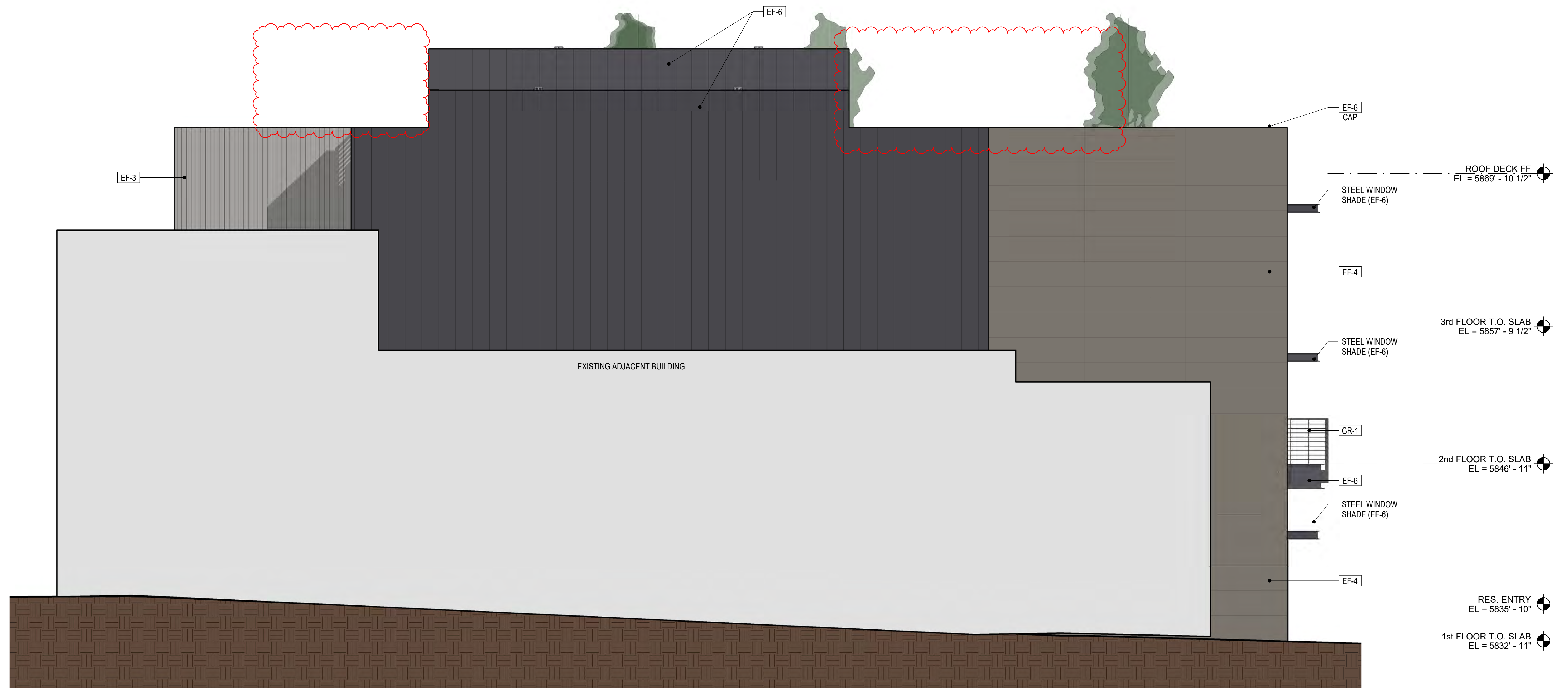
1 2 4 8 1/4" = 1'-0"

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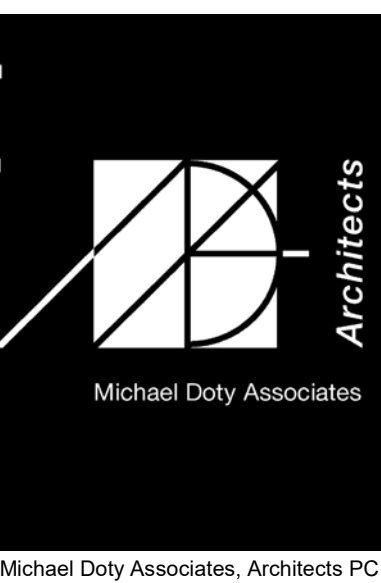
PROPOSED NORTH ELEVATION

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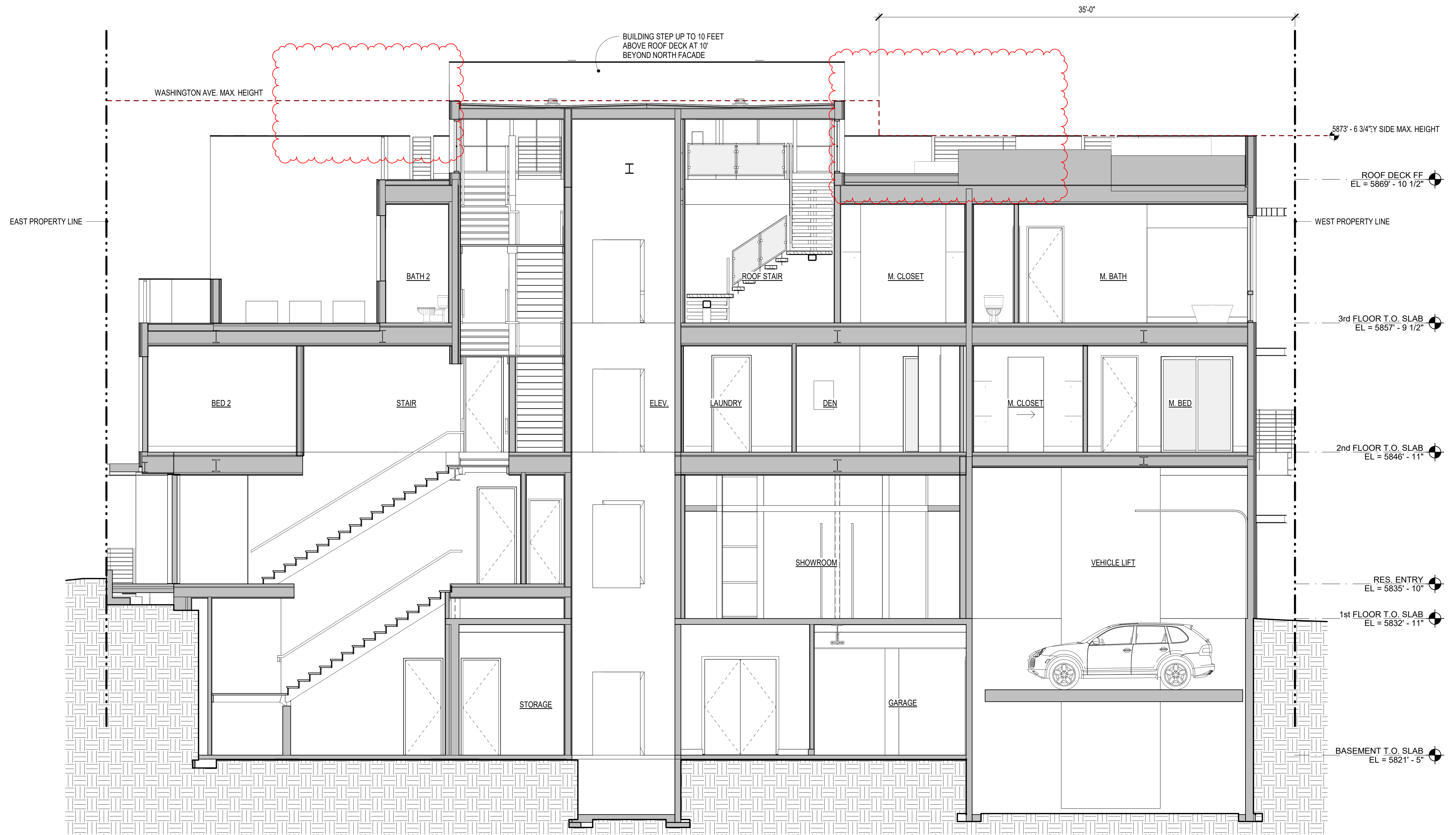
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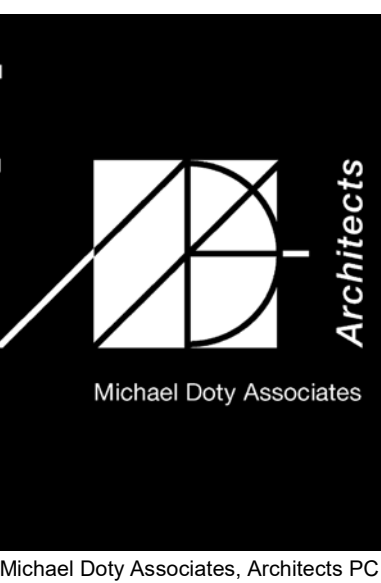
PROPOSED BUILDING SECTION

1/4" = 1'-0"

# MOUNTAIN LAND DESIGN SHOWROOM AND RESIDENCES

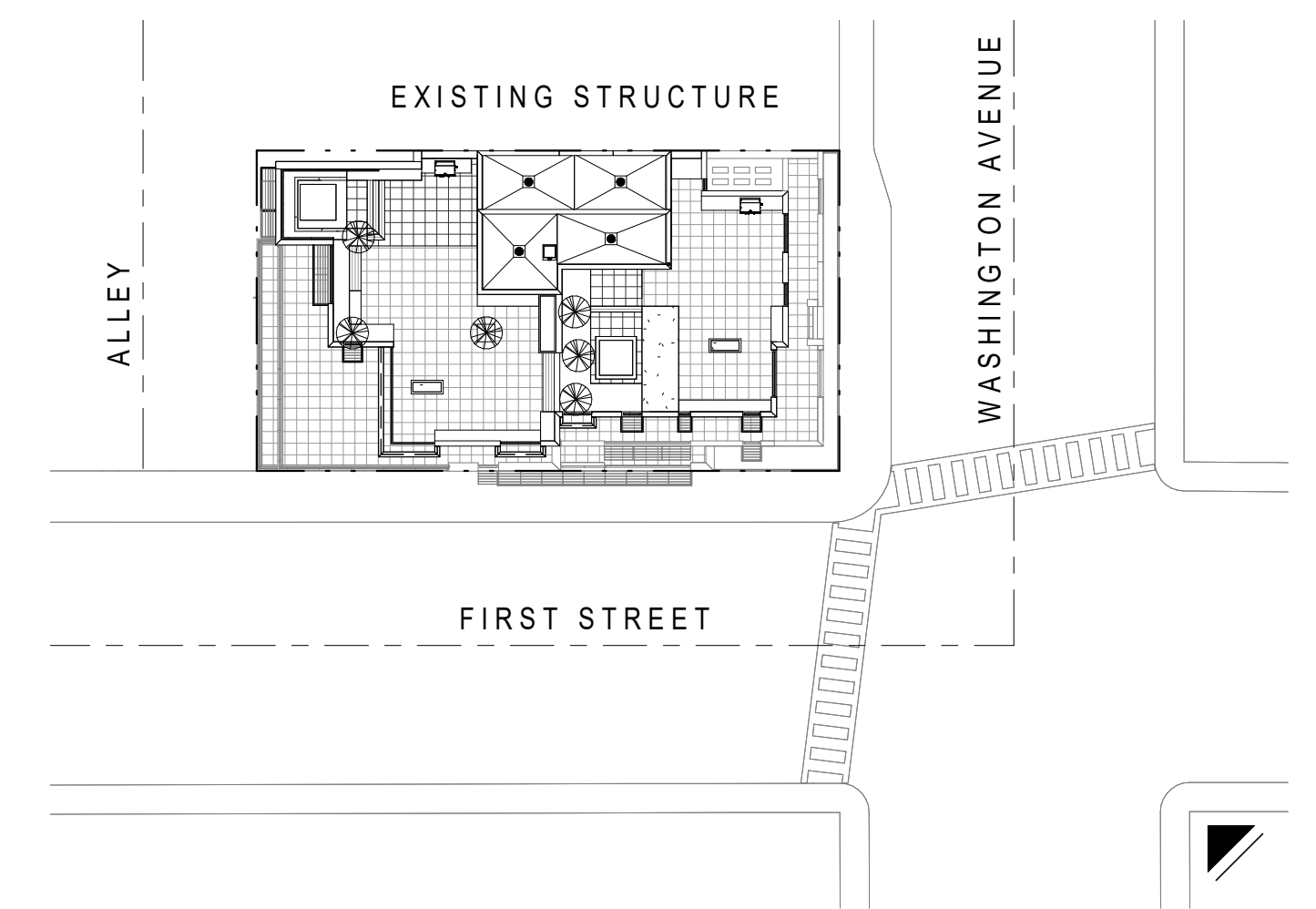
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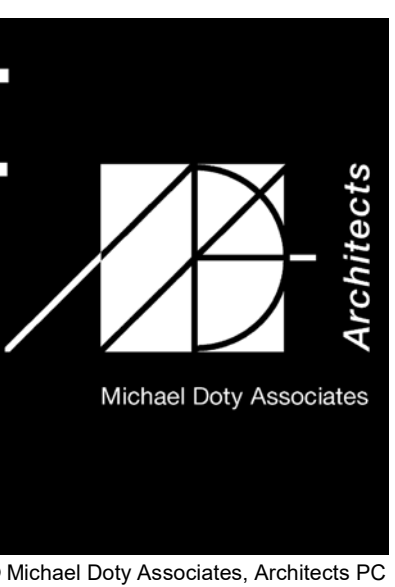
VIEW FROM FIRST AND WASHINGTON



# MOUNTAIN LAND DESIGN SHOWROOM AND RESIDENCES

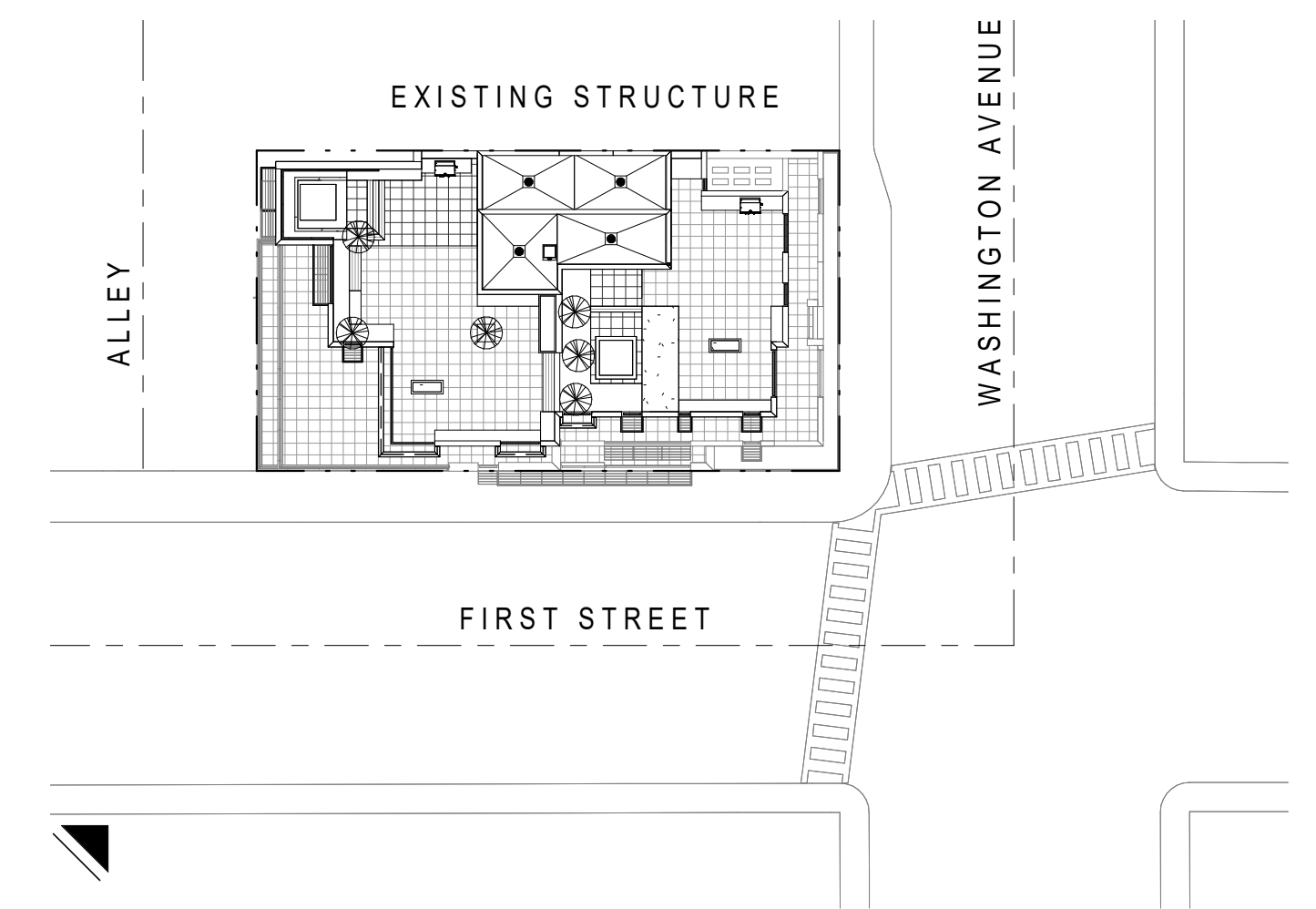
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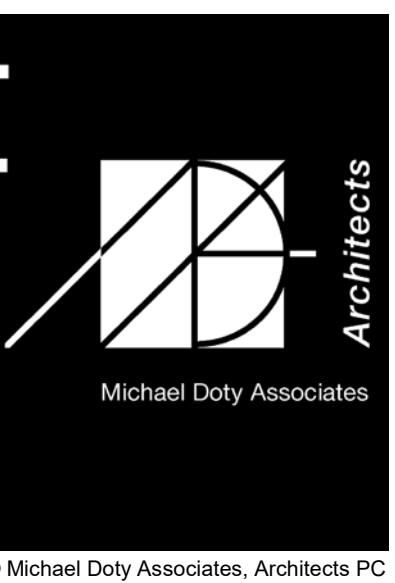
VIEW FROM FIRST AND ALLEY



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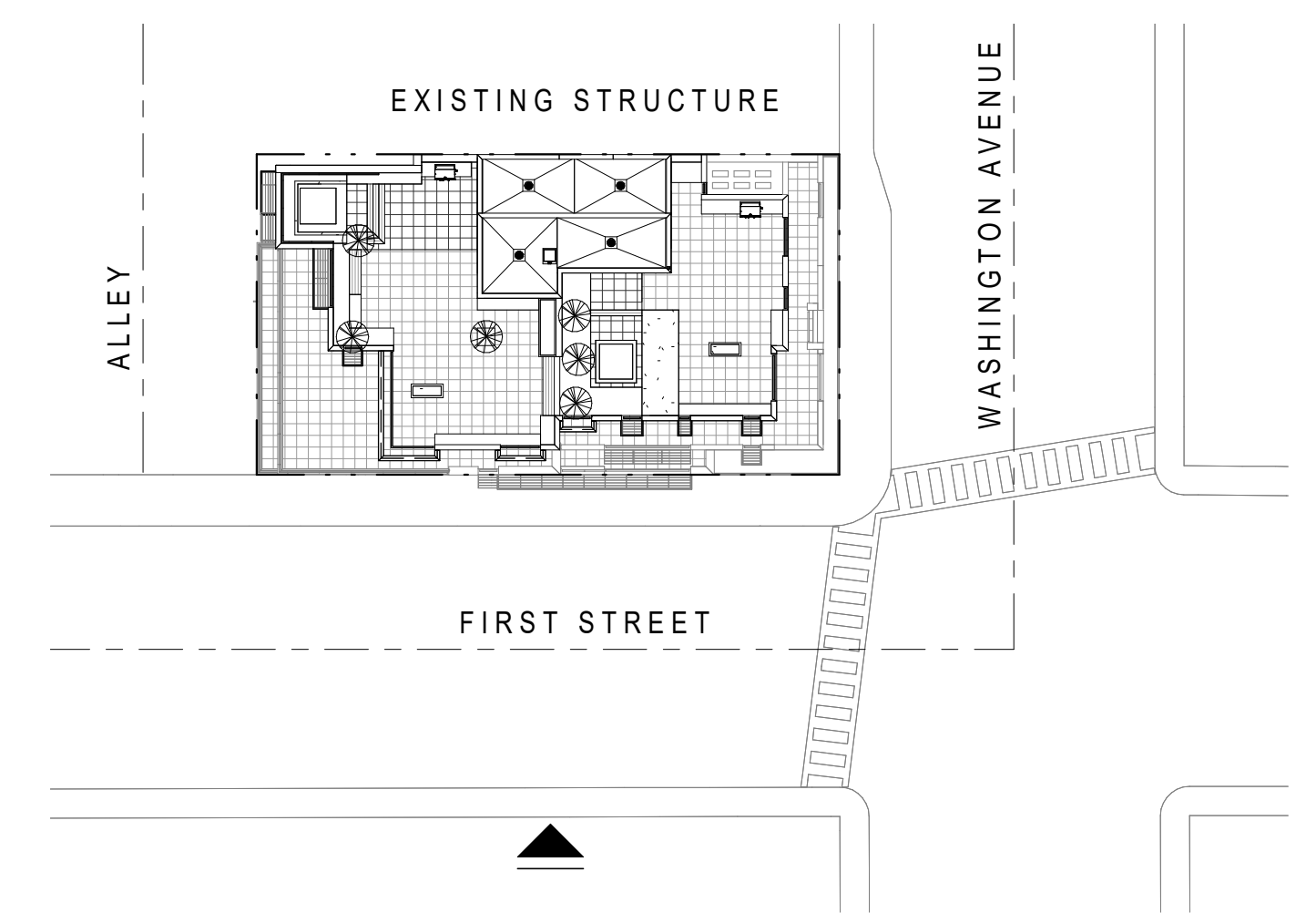


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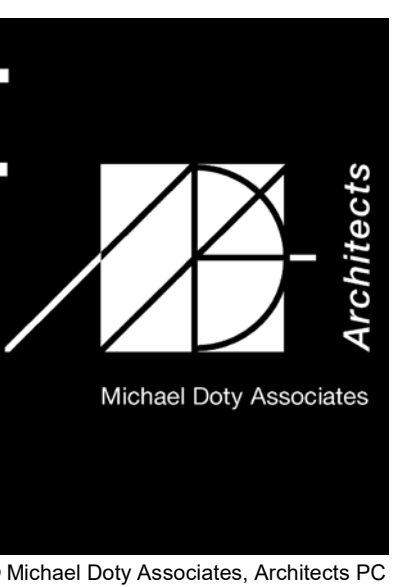
VIEW FROM FIRST STREET



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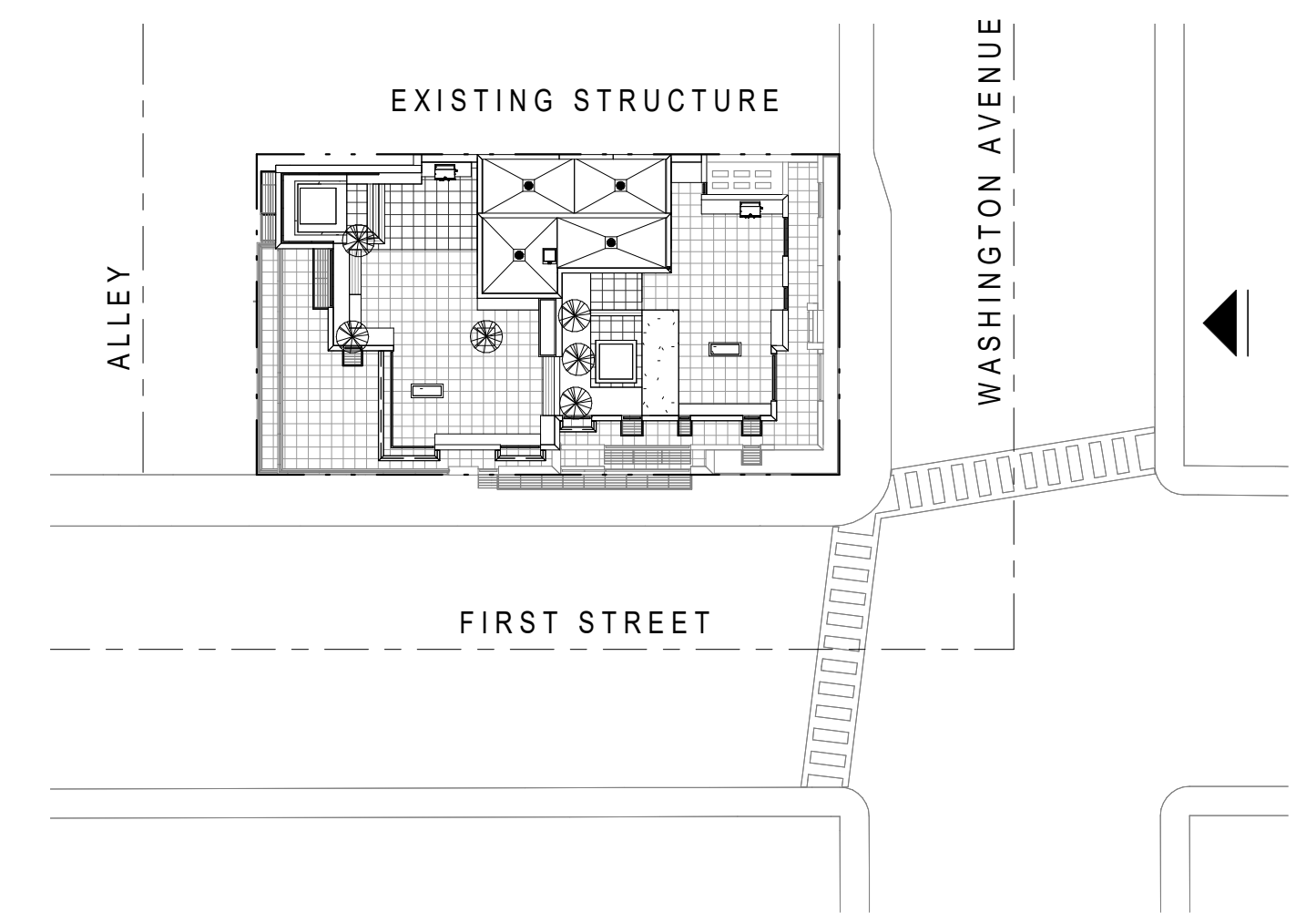
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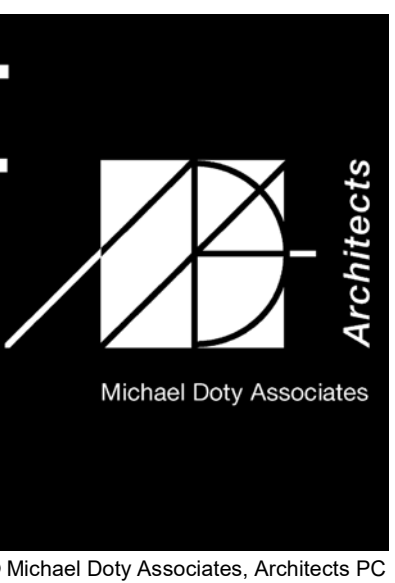
VIEW FROM WASHINGTON AVENUE

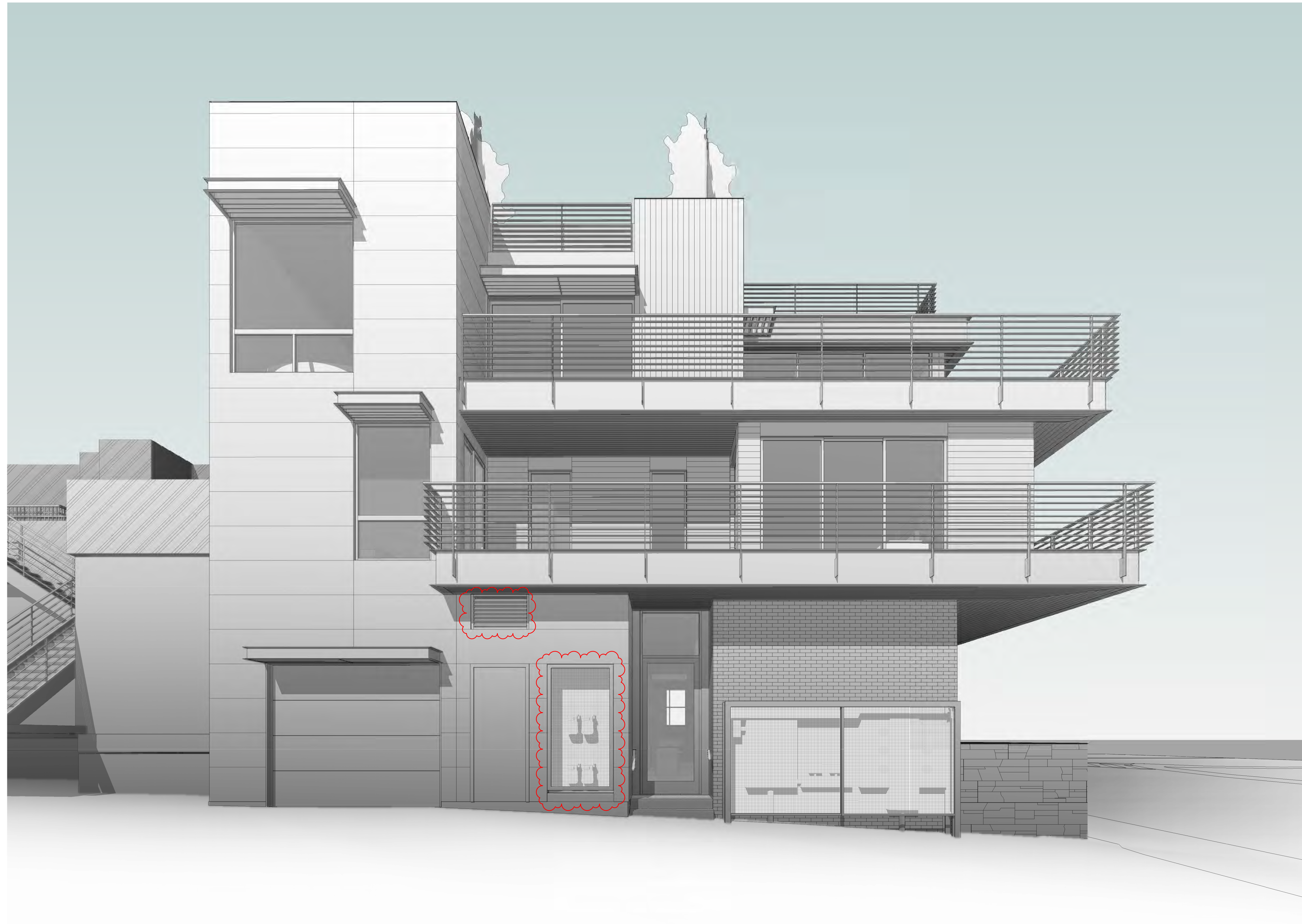


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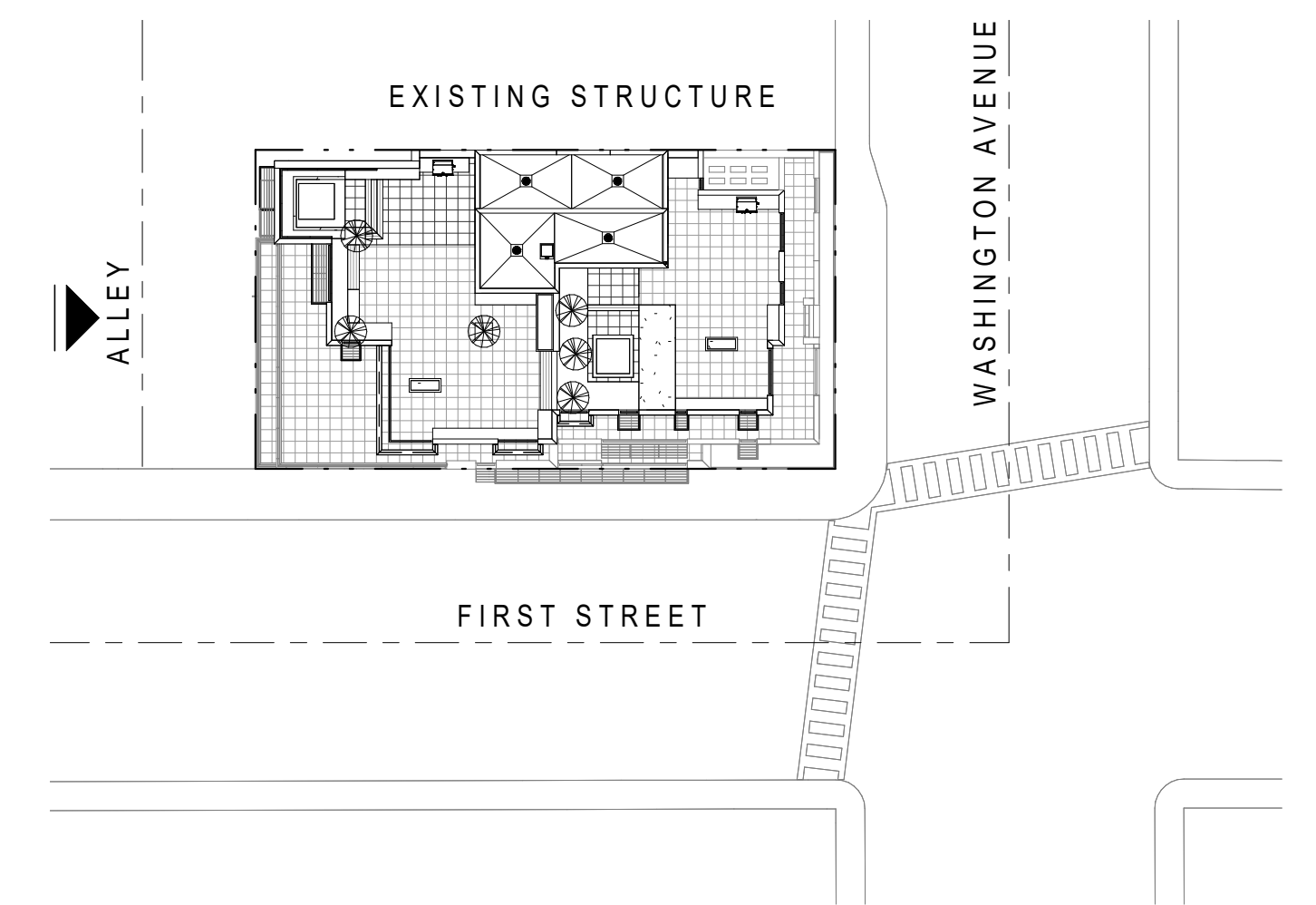
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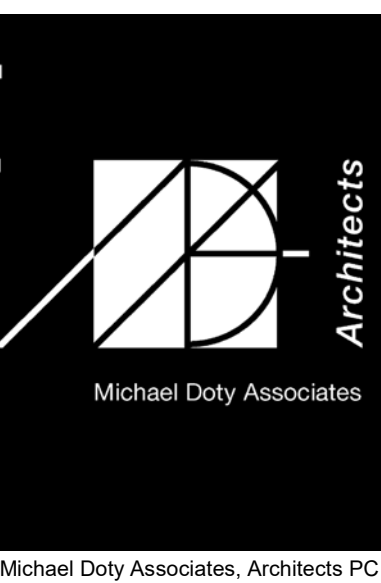
VIEW FROM ALLEY



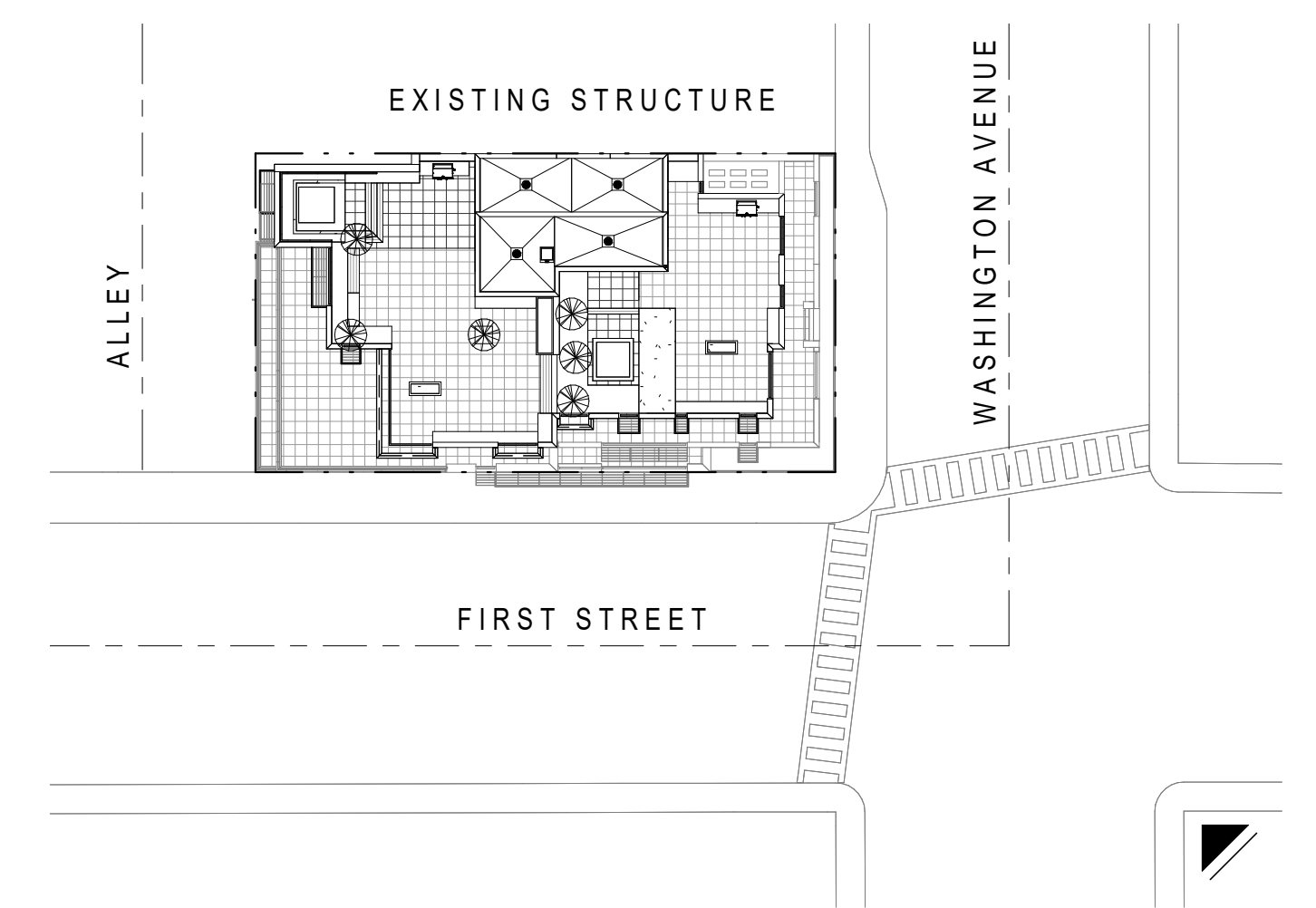
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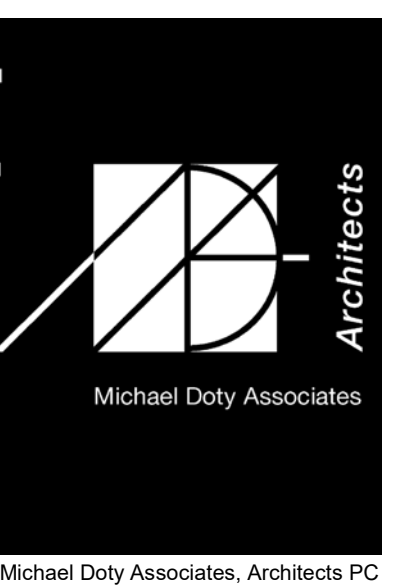


VIEW FROM FIRST AND WASHINGTON

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KETCHUM, IDAHO

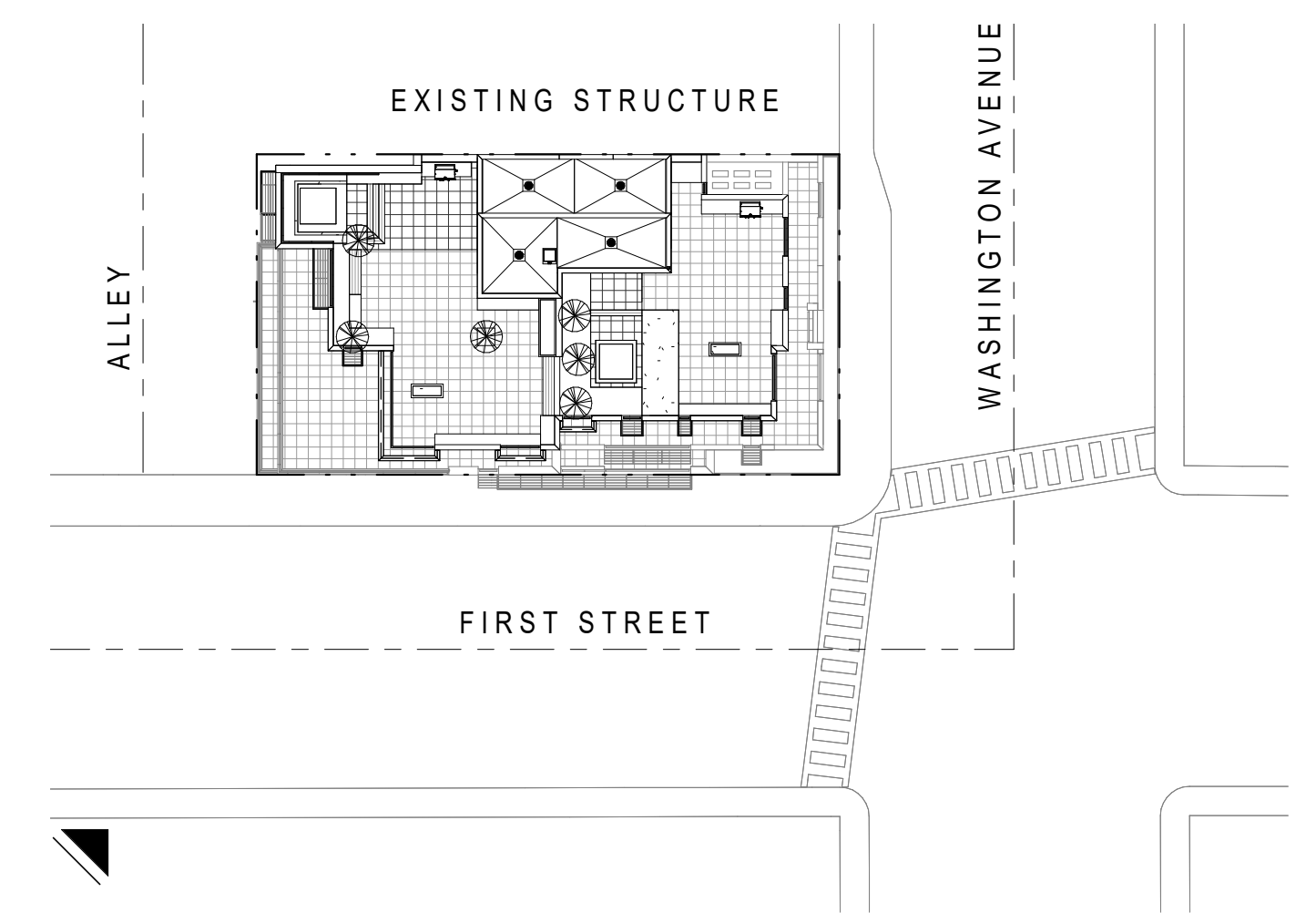
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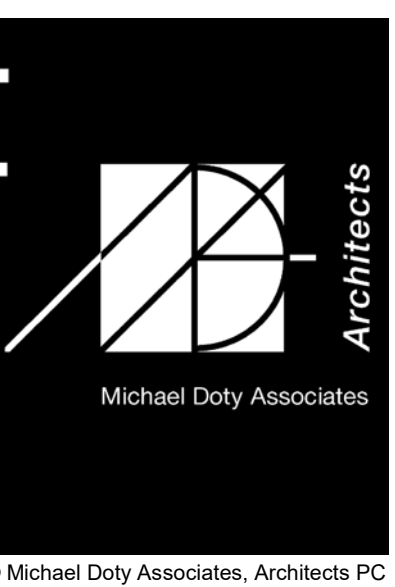
VIEW FROM FIRST AND ALLEY



# MOUNTAIN LAND DESIGN SHOWROOM AND RESIDENCES

111 NORTH WASHINGTON AVENUE  
KETCHUM, IDAHO

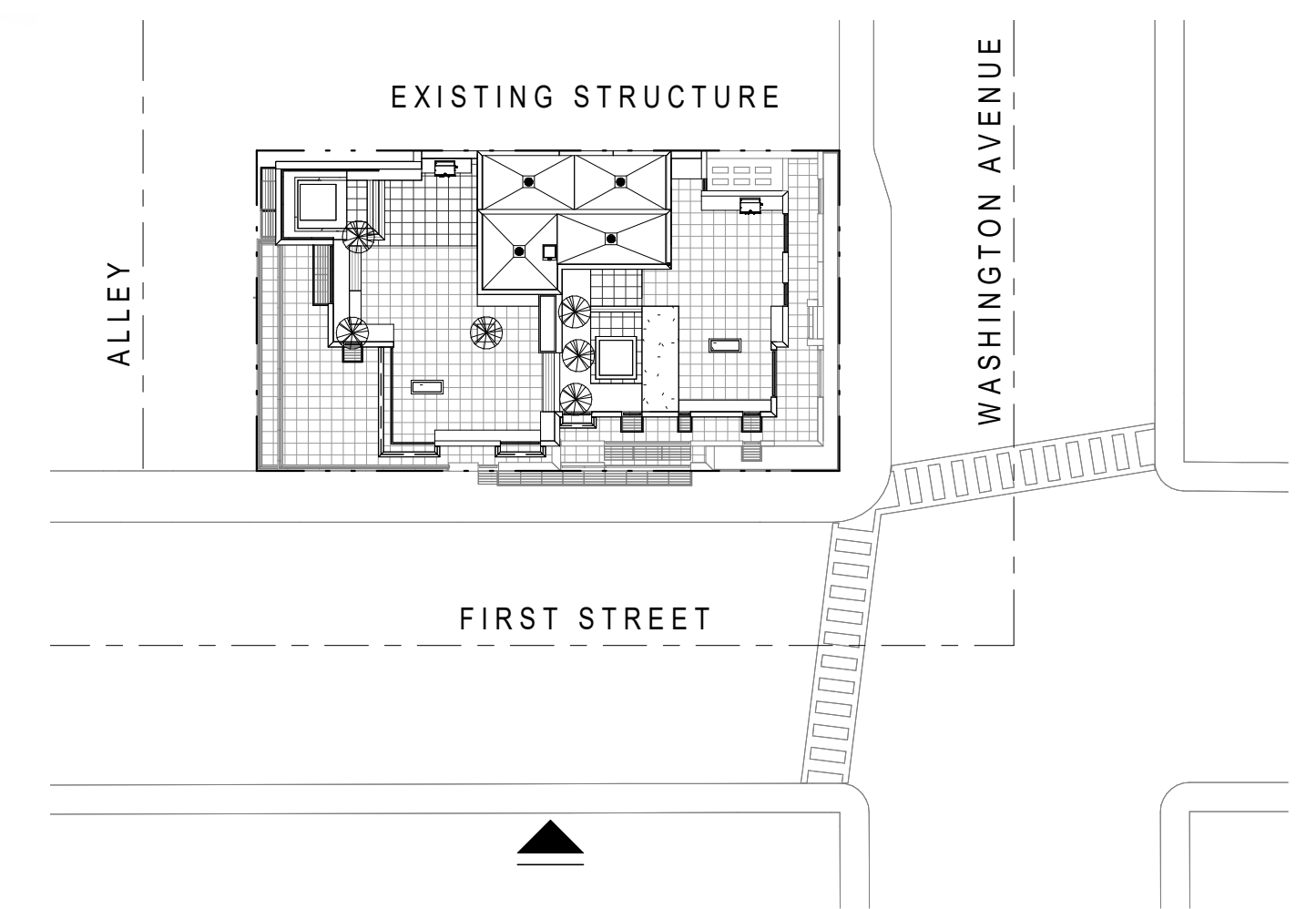
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5/19/2020



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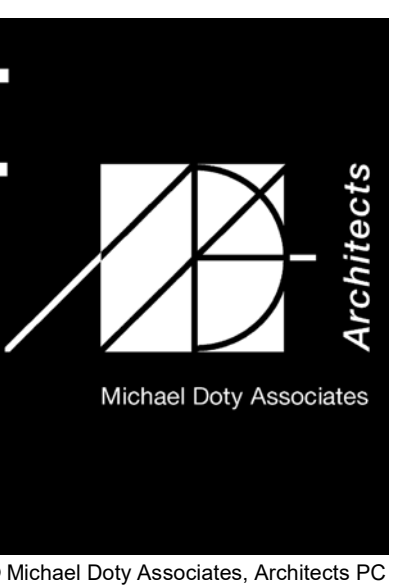
VIEW FROM FIRST STREET



# MOUNTAIN LAND DESIGN SHOWROOM AND RESIDENCES

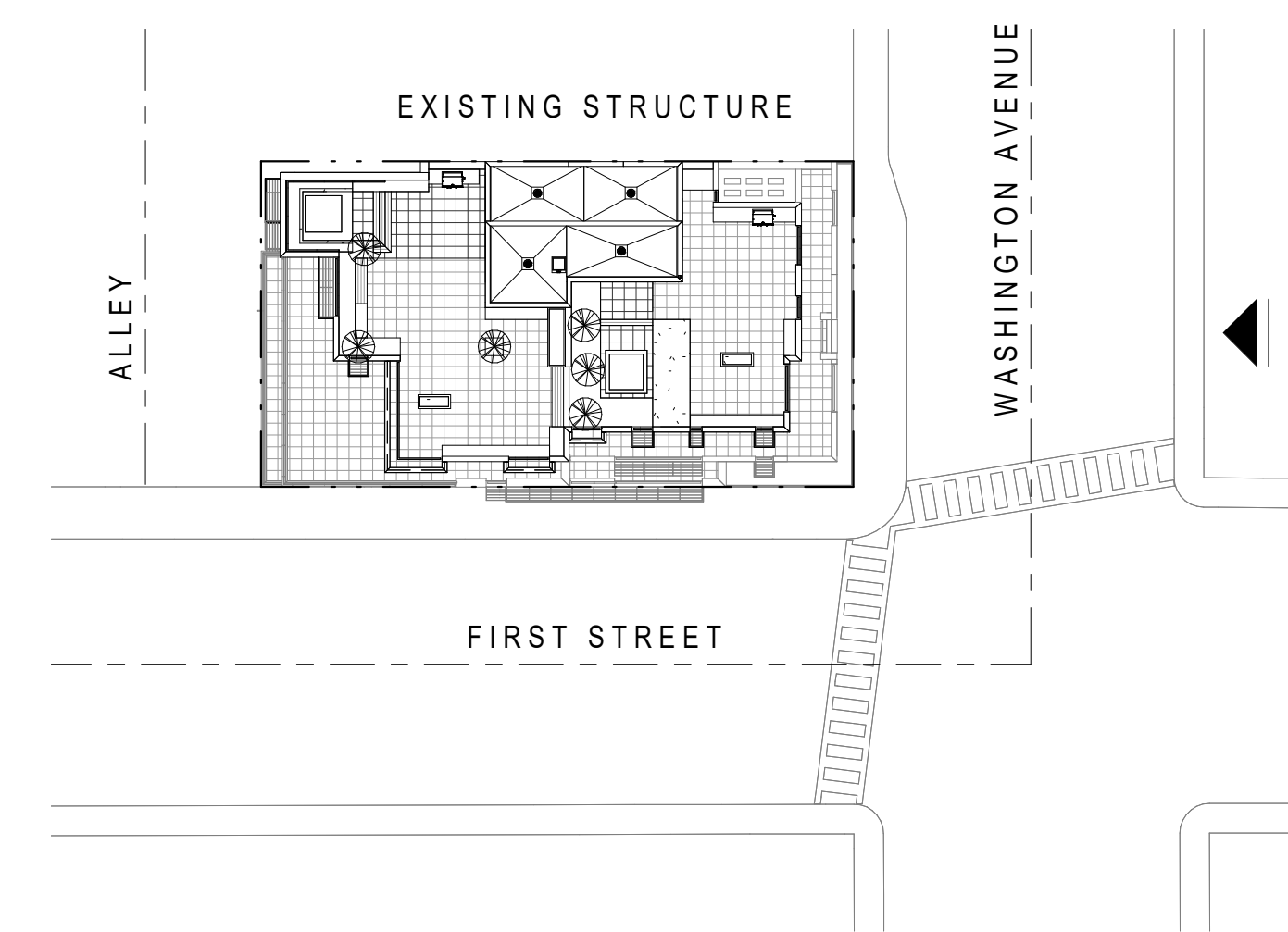
111 NORTH WASHINGTON AVENUE  
KETCHUM, IDAHO

2/28/2022 REVISION  
5/19/2020





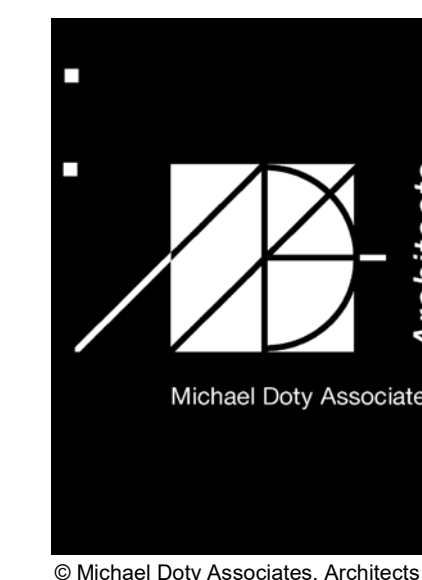
VIEW FROM WASHINGTON AVENUE



# MOUNTAIN LAND DESIGN SHOWROOM AND RESIDENCES

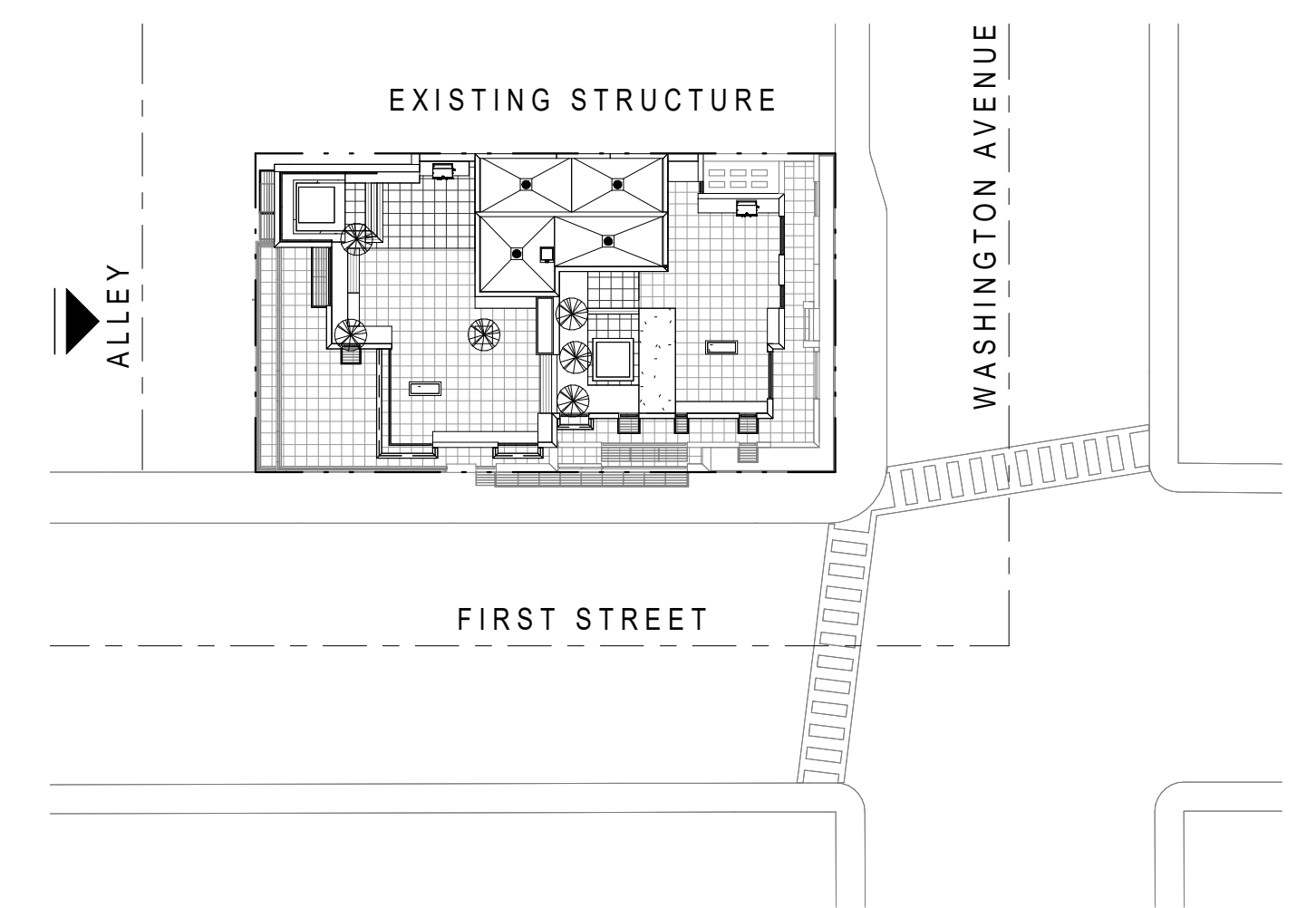
111 NORTH WASHINGTON AVENUE  
KETCHUM, IDAHO

2/28/2022 REVISION  
5/19/2020





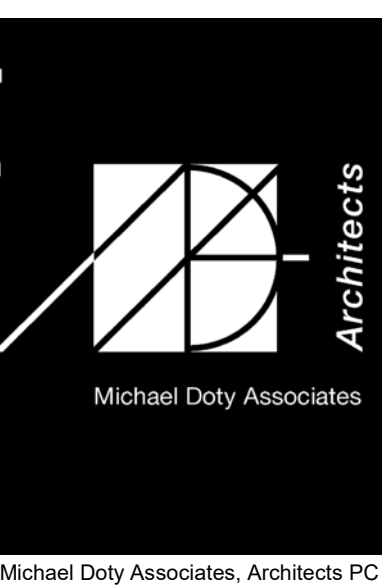
VIEW FROM ALLEY



# MOUNTAIN LAND DESIGN SHOWROOM AND RESIDENCES

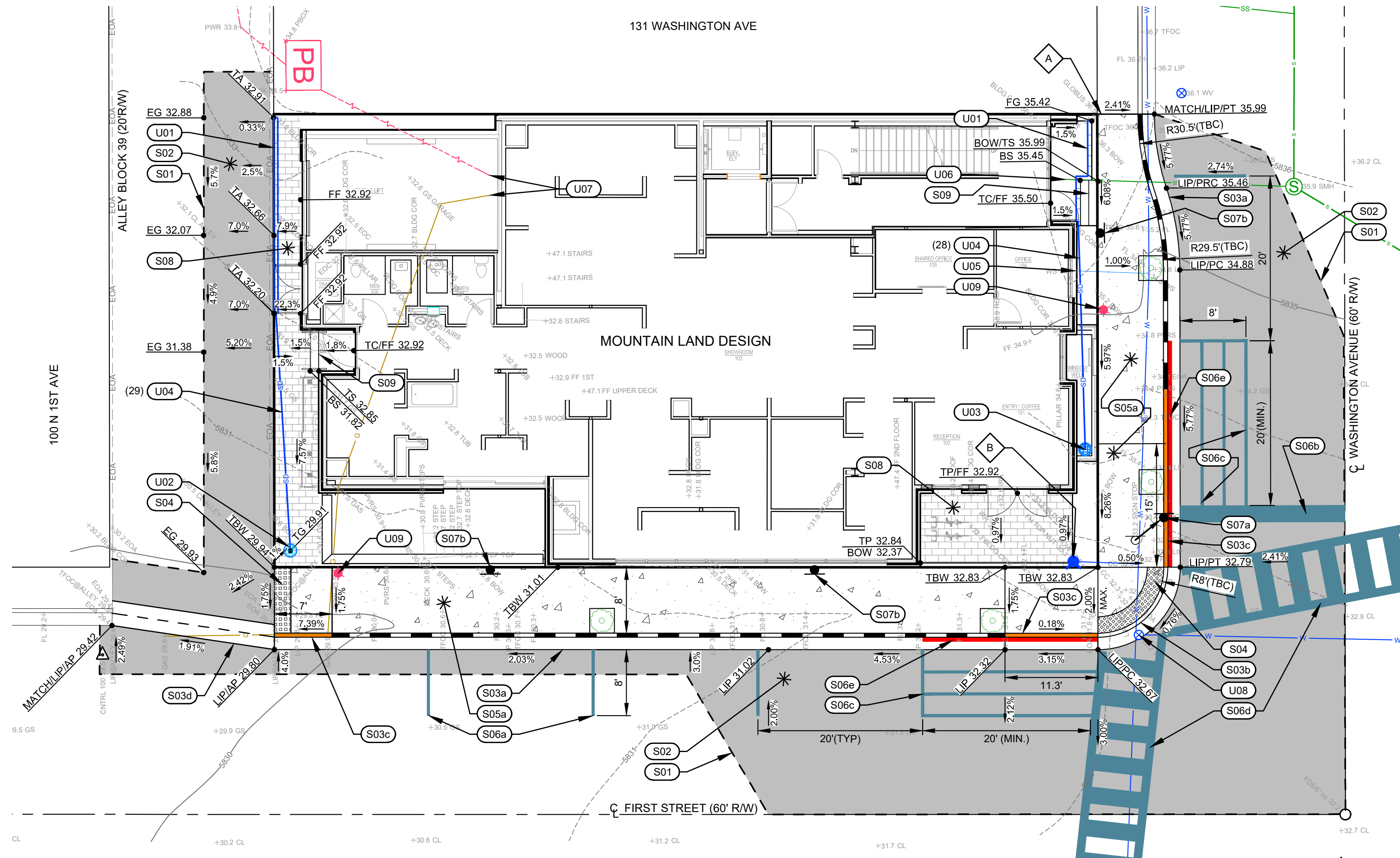
111 NORTH WASHINGTON AVENUE  
KETCHUM, IDAHO

2/28/2022 REVISION  
5/19/2020



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LEGEND	
<b>EXISTING ITEMS</b>	<b>PROPOSED ITEMS</b>
— PROPERTY BOUNDARY	— NEW ASPHALT
— ADJOINERS LOT LINE	— CONCRETE SIDEWALK
— CENTERLINE ROAD	— CONCRETE 6" VERTICAL CURB
— EOA	— CURB TRANSITION
— EOA-EDGE OF ASPHALT	— ZERO REVEAL CURB & GUTTER
— BOW/TFOC-SIDEWALK	— ADA ACCESS TRUNCATED DOME
— GAS SERVICE	— SIGN
— UNDERGROUND POWER	— STORM DRAIN
— PVR=PAVERS	— DRYWELL WITH GRATED LID
— FOUND 5/8" REBAR AS SHOWN	— SAWCUT LINE
— FOUND ALUMINUM CAP	— ROAD PAINT
— SEWER MAN HOLE	— GRADE
— SEWER CLEAN OUT	— TRENCH DRAIN
— FIRE HYDRANT	— VALLEY GUTTER
— WATER VALVE	— STREET LIGHT
— POWER METER/TRANSFORMER	— THICKENED EDGE CONCRETE SIDEWALK
— GAS METER	— PAVERS PER LANDSCAPE ARCHITECT
— AP = ANGLE POINT	— EXTERIOR WALL 1ST FLOOR
— BS = BOTTOM OF STEP	— EXTERIOR WALL BASEMENT
— EG = EXISTING GRADE	— TREE WELL
— GS = GROUND ELEVATION	— DRYWELL
— IRR = IRRIGATION BOX	
— FF = FINISHED FLOOR	
— LIP = LIP OF GUTTER	
— PC = POINT OF CURVE	
— PT = POINT OF TANGENT	
— PRC = POINT OF REVERSE CURVE	
— TBW = TOP BACK OF WALK	
— TC = TOP OF CONCRETE	
— TG = TOP OF GRATE	
— TP = TOP OF PAVERS	
— TS = TOP OF STEP	

### CONSTRUCTION KEYNOTES

#### SITE IMPROVEMENTS

- S01** SAWCUT EXISTING ASPHALT TO PROVIDE FOR A CLEAN VERTICAL EDGE.
  - S02** CONSTRUCT/ REPAIR ASPHALT. SEE DETAIL 1, SHEET C2.0.
  - S03** CONSTRUCT CONCRETE CURB
    - a. 6" CONCRETE VERTICAL CURB AND GUTTER PER DETAIL 4, SHEET C2.0.
    - b. ZERO REVEAL CURB AND GUTTER PER DETAIL 3, SHEET C2.0.
    - c. CURB TRANSITION PER DETAIL 3, SHEET C2.0 [ (byp.) ].
    - d. 3' WIDE CONCRETE VALLEY GUTTER PER DETAIL 7, SHEET C2.0.
  - S04** INSTALL TRUNCATED DOME DETECTABLE WARNING INSERT. SEE DETAIL 10, SHEET C2.0.
  - S05** CONSTRUCT CONCRETE SIDEWALK. WIDTH AS SHOWN HEREON.
    - a. CONSISTENT THICKNESS SIDEWALK. SEE DETAIL 2, SHEET C2.0.
    - b. THICKENED EDGE SIDEWALK. SEE DETAIL 2, SHEET C2.0.
  - S06** INSTALL PAVEMENT MARKINGS PER CITY OF KETCHUM STANDARDS
    - a. 4" WIDE YELLOW PARKING STRIPE
    - b. 24" WIDE WHITE STOP BAR
    - c. 4" WIDE YELLOW NO-PARKING STRIPE
    - d. WHITE CROSSWALK STRIPING (MATCH CITY PATTERNS)
    - e. NO PARKING ZONE (RED CURB)
  - S07** INSTALL SIGNS. CITY WILL PROVIDE SIGN BASES. SEE DETAIL 11, SHEET C2.0 FOR SIGN BASE DETAIL.
    - a. RELOCATE STOP/STREET SIGN.
    - b. REGULATORY SIGN. COORDINATE TYPE AND FINAL LOCATION WITH CITY OF KETCHUM.
  - S08** INSTALL PAVERS PER LANDSCAPE ARCHITECT PLANS.
  - S09** CONSTRUCT CONCRETE STAIRS WITH HANDRAILS PER DETAIL 9, SHEET C2.0.
- A** MATCH EXISTING LINES AND GRADES
- B** RETAIN AND PROTECT FIRE HYDRANT

#### UTILITY IMPROVEMENTS

- U01** TRENCH DRAIN WITH HEAT TAPE. SEE LANDSCAPE ARCHITECT DRAWINGS FOR DETAIL. INSTALL PER MANUFACTURERS SPECIFICATIONS.
- U02** INSTALL DRYWELL PER DETAIL 6, SHEET C2.0. CONNECT ROOF DRAINS PER ARCH. RIM ELEV = 5829.91 (ROUND GRATE) I.E. (IN) = 5826.91
- U03** INSTALL DRYWELL. PER DETAIL 8, SHEET C2.0. RIM ELEV = 5821.42 (ROUND GRATE) I.E. (IN) = 5818.82
- U04** INSTALL 6" Ø D3034 PVC PIPE @ S=2.0% MIN. (PIPE LENGTH, LF)
- U05** INSTALL NEW WATER SERVICE. DISCONNECT EXISTING SERVICE AT WATER MAIN. NEW SERVICE SIZE TO BE DETERMINED BY PLUMBING ENGINEER.
- U06** RETAIN, PROTECT, UTILIZE EXISTING 4" Ø SEWER SERVICE.
- U07** RELOCATE DRY UTILITIES PER ARCHITECTURAL PLANS.
- U08** RELOCATE GAVE VALVE OUT OF ZERO REVEAL CURB AND GUTTER. COORDINATE WORK WITH CITY OF KETCHUM WATER DEPARTMENT.
- U09** INSTALL STREET LIGHT PER CITY OF KETCHUM STANDARDS. APPROXIMATE LOCATION SHOWN.

### CONSTRUCTION NOTES

1. ALL CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE MOST CURRENT EDITION OF THE "IDAHO REGULATIONS FOR PUBLIC DRINKING WATER SYSTEMS," THE CURRENT EDITION OF THE "IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION" (ISPMC), AND CITY OF KETCHUM STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND KEEPING A COPY OF THE ISPMC ON SITE DURING CONSTRUCTION.
2. THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN ON THE PLANS IN AN APPROXIMATE WAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING EXISTING UTILITIES PRIOR TO COMMENCING AND DURING THE CONSTRUCTION. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH RESULT FROM HIS FAILURE TO ACCURATELY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. CONTRACTOR SHALL CALL DIGLINE (1-800-342-1585) TO LOCATE ALL EXISTING UNDERGROUND UTILITIES.
3. THE CONTRACTOR SHALL CLEAN UP THE SITE AFTER CONSTRUCTION SO THAT IT IS IN A CONDITION EQUAL TO OR BETTER THAN THAT WHICH EXISTED PRIOR TO CONSTRUCTION, INCLUDING BUT NOT LIMITED TO, EPA'S NPDES CONSTRUCTION GENERAL PERMIT.
4. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION.
5. CONSTRUCTION OF WATER MAINS AND ALL OTHER RELATED APPURTENANCES SHALL BE IN ACCORDANCE WITH THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPMC), IDAPA 58.01.08, IDAHO RULES FOR PUBLIC DRINKING WATER SYSTEMS AND THE CITY OF KETCHUM UTILITIES DEPARTMENT STANDARDS.
6. CONTRACTOR SHALL PRESSURE TEST, DISINFECT, AND CONDUCT BIOLOGICAL TESTING IN ACCORDANCE WITH THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPMC), AMERICAN WATER WORKS ASSOCIATION (AWWA) STANDARDS, AND THE PRESSURE TESTING, DISINFECTION, AND MICROBIOLOGICAL TESTING PROCEDURES.
7. ALL WATER SUPPLY FIXTURES, FITTINGS, PIPING, AND ALL RELATED APPURTENANCES SHALL BE ANS/NSF STD. 61 COMPLIANT.
8. ALL WATER SUPPLY FIXTURES, FITTINGS, PIPING, AND ALL RELATED APPURTENANCES SHALL COMPLY WITH THE LOW LEAD ACT REQUIRING ALL MATERIALS TO HAVE A LEAD CONTENT EQUAL TO OR LESS THAN 0.25%.
9. THE CONTRACTOR SHALL USE ANS/NSF STANDARD 60 CHEMICALS AND COMPOUNDS DURING INSTALLATION & DISINFECTION OF POTABLE WATER MAIN.
10. CONTRACTOR SHALL COORDINATE LOCATIONS OF DRY UTILITY FACILITIES (POWER, CABLE, PHONE, TV) NOT SHOWN ON THE DRAWING WITH IDAHO POWER.
11. ALL CLEARING & GRUBBING SHALL CONFORM TO ISPMC SECTION 201.
12. ALL EXCAVATION & EMBANKMENT SHALL CONFORM TO ISPMC SECTION 202. EXCAVATED SUBGRADE SHALL BE COMPACTED AND ALL UNSUITABLE SECTIONS REMOVED AND REPLACED WITH STRUCTURAL FILL AS DETERMINED BY THE ENGINEER. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 95% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99 OR ITD T-91.
13. ALL 2" MINUS GRAVEL SHALL CONFORM TO ISPMC 802. TYPE II (ITD STANDARD 703.04, 2") SHALL BE PLACED IN CONFORMANCE WITH ISPMC SECTION 801 AND COMPACTED PER SECTION 202. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 90% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99.
14. ALL 3/4" MINUS CRUSHED GRAVEL SHALL CONFORM TO ISPMC 802, TYPE I (ITD STANDARD 703.04, 3/4" B), SHALL BE PLACED IN CONFORMANCE WITH ISPMC SECTION 802 AND COMPACTED PER SECTION 202. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 95% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99 OR ITD T-91.
15. ALL ASPHALTIC CONCRETE PAVEMENT WORK SHALL CONFORM TO ISPMC SECTION(S) 805, 810, AND 811 FOR CLASS II PAVEMENT. ASPHALT AGGREGATE SHALL BE 1/2" (13MM) NOMINAL SIZE CONFORMING TO TABLE 803B IN ISPMC SECTION 803. ASPHALT BINDER SHALL BE PG 58-28 CONFORMING TO TABLE A-1 IN ISPMC SECTION 805.
16. ALL EDGES OF EXISTING ASPHALT PAVING SHALL BE SAW CUT 24" TO PROVIDE A CLEAN PAVEMENT EDGE FOR MATCHING. NO WHEEL CUTTING SHALL BE ALLOWED.
17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING TRAFFIC CONTROL PER THE CURRENT EDITION OF THE US DEPARTMENT OF TRANSPORTATION MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
18. ALL CONCRETE FORM WORK SHALL CONFORM TO ISPMC SECTION 701 AND 703. ALL CONCRETE SHALL BE 3,000 PSI MINIMUM, 28 DAY, AS DEFINED IN ISPMC SECTION 703, TABLE 1.C.
19. ALL TRENCHING SHALL CONFORM TO ISPMC STANDARD DRAWING SD-301. TRENCHES SHALL BE BACKFILLED AND COMPACTED TO A MINIMUM OF 95% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T-99.
20. TOPOGRAPHIC, SITE, AND BOUNDARY SURVEYS SHOWN HEREON WERE CONDUCTED BY ALPINE ENTERPRISES INC.
21. PER IDAHO CODE § 55-1613, THE CONTRACTOR SHALL RETAIN AND PROTECT ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS AND POINTS SET IN CONTROL SURVEYS; ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS AND POINTS SET IN CONTROL SURVEYS THAT ARE LOST OR DISTURBED BY CONSTRUCTION SHALL BE REESTABLISHED AND RE-MONUMENTED, AT THE EXPENSE OF THE AGENCY OR PERSON CAUSING THEIR LOSS OR DISTURBANCE AT THEIR ORIGINAL LOCATION OR BY SETTING OF A WITNESS CORNER OR REFERENCE POINT OR A REPLACEMENT BENCHMARK OR CONTROL POINT, BY OR UNDER THE DIRECTION OF A PROFESSIONAL LAND SURVEYOR.

**111 N WASHINGTON AVE.**  
LOCATED WITHIN SECTION 18, T.4 N., R.18 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
PREPARED FOR 360 VIEWS, LLC

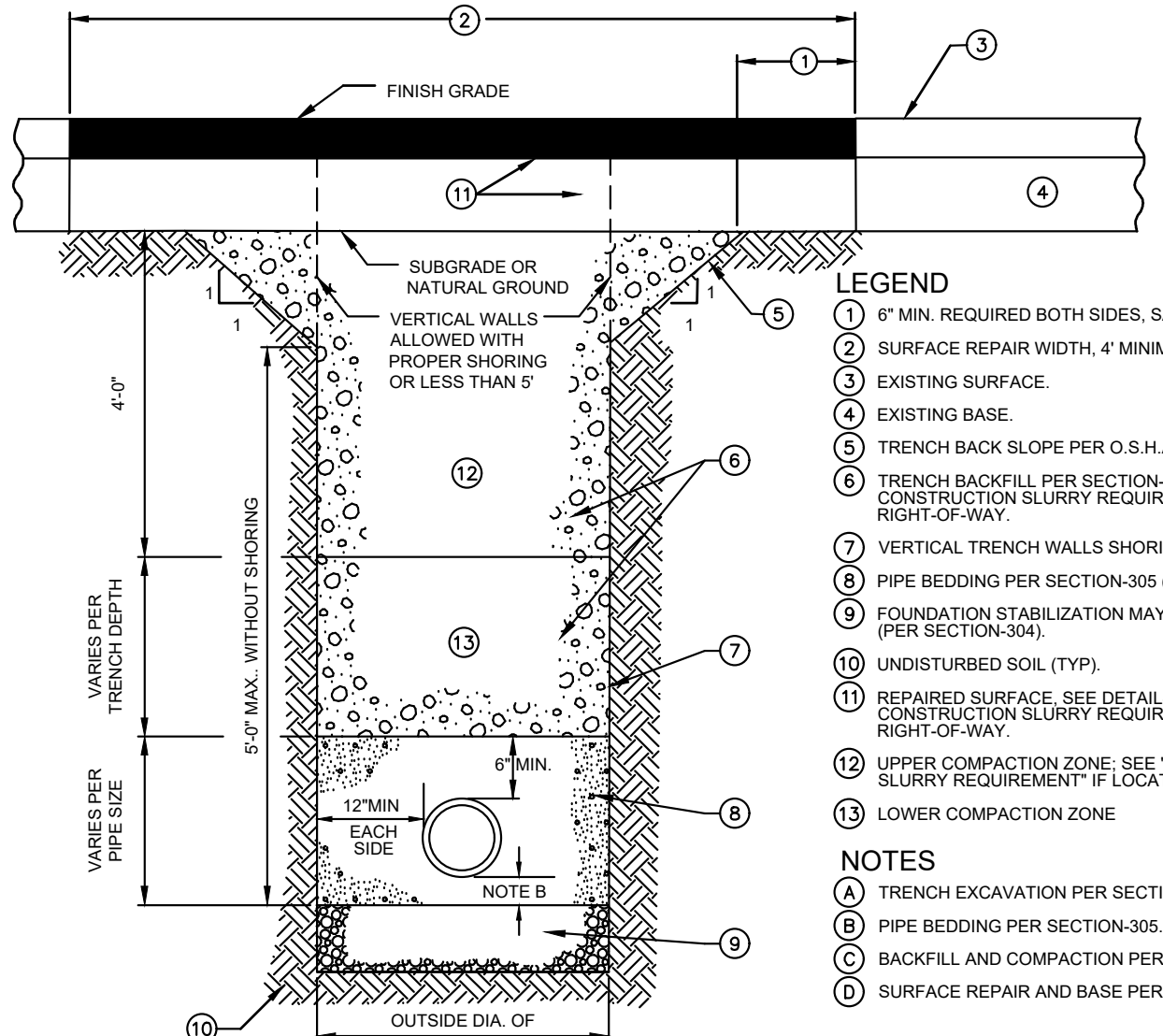
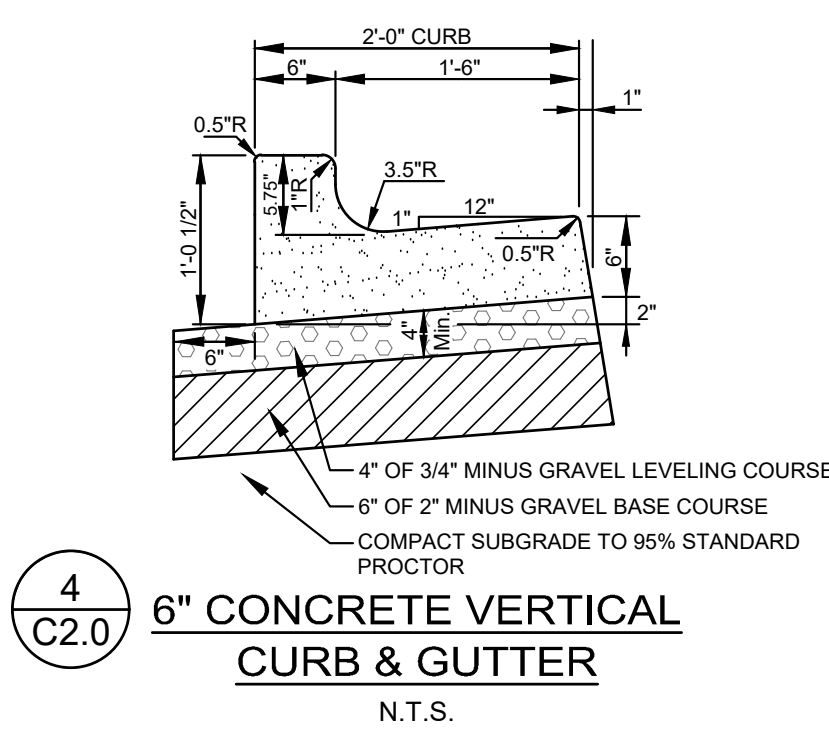
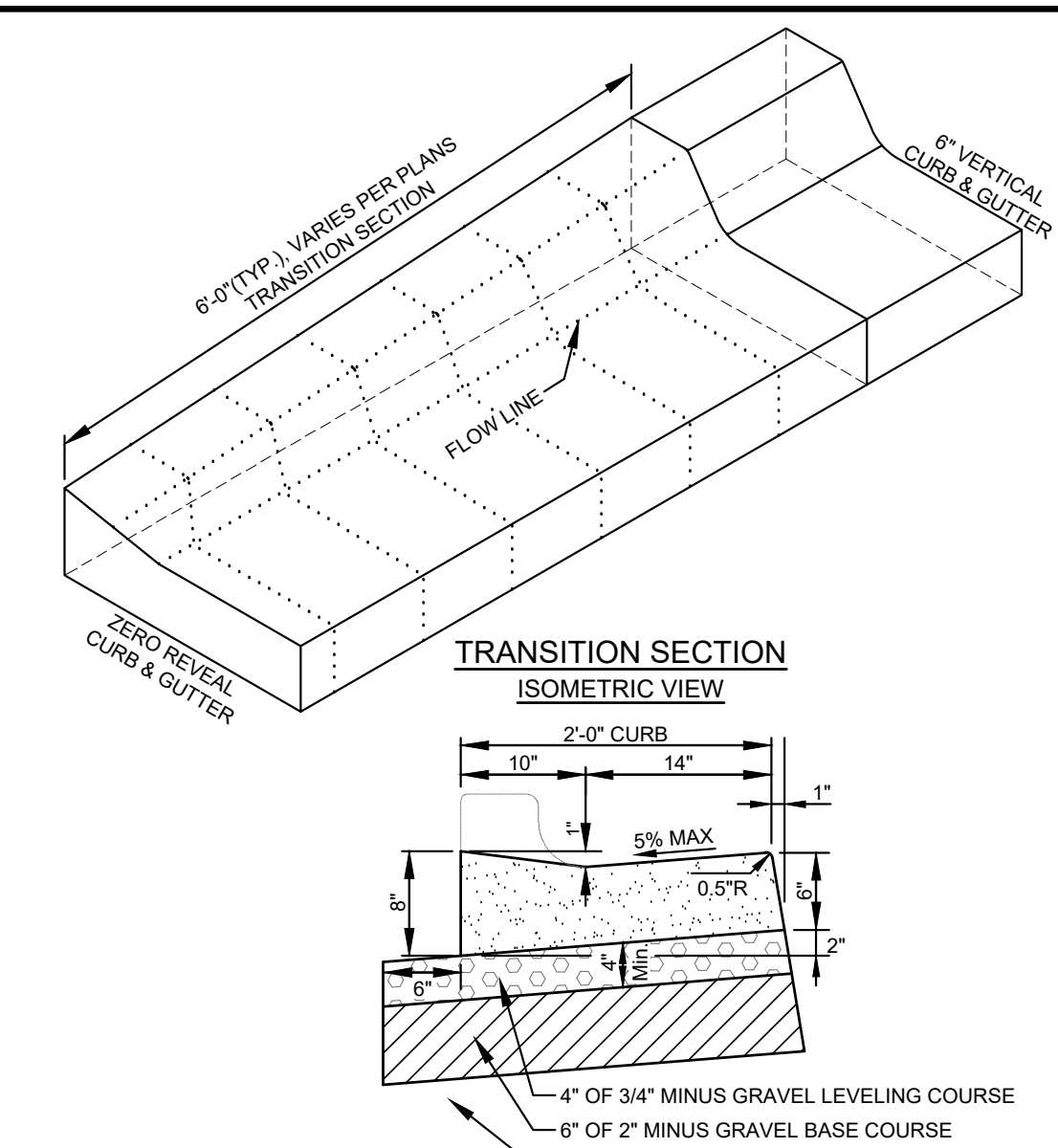
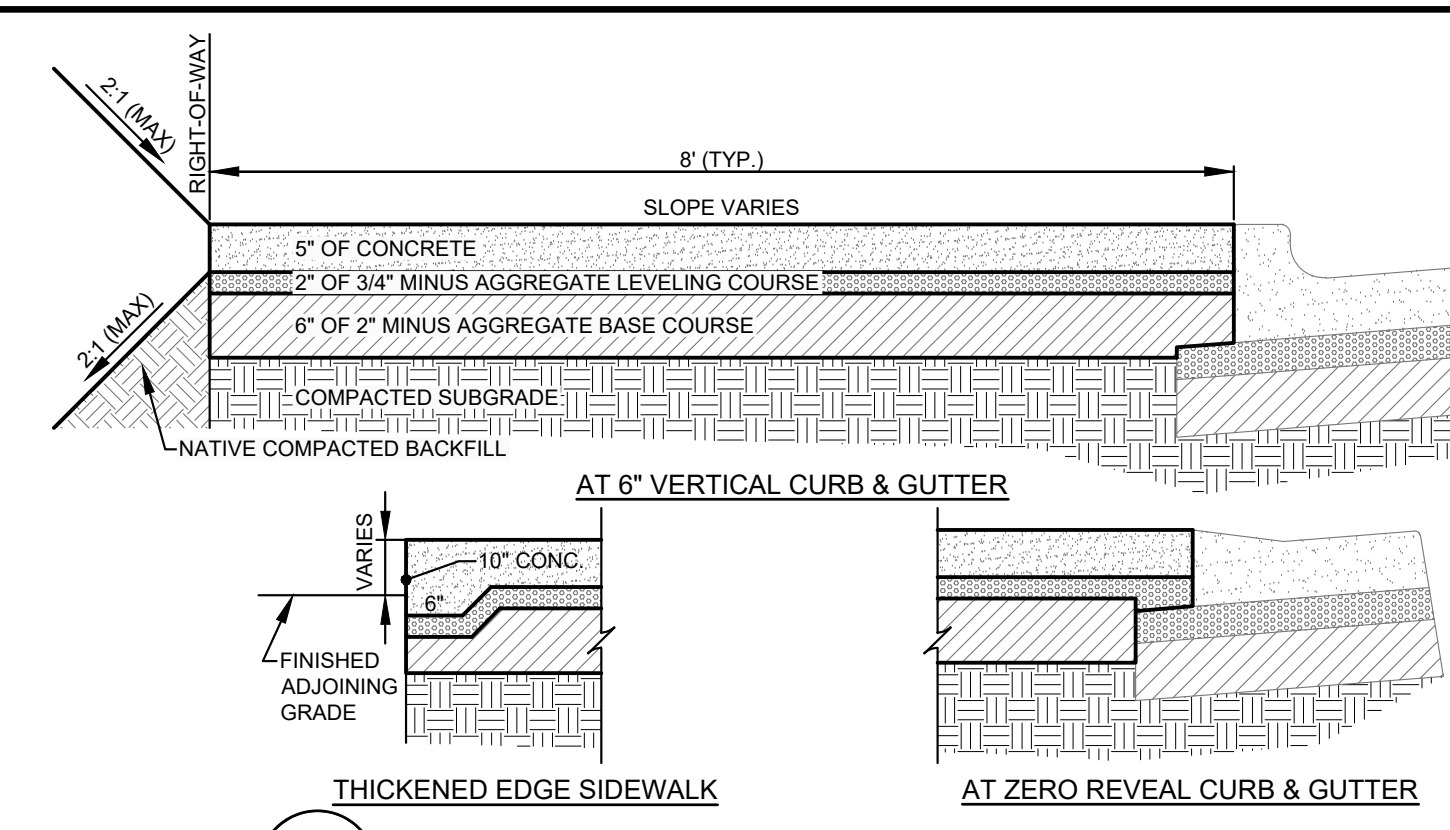
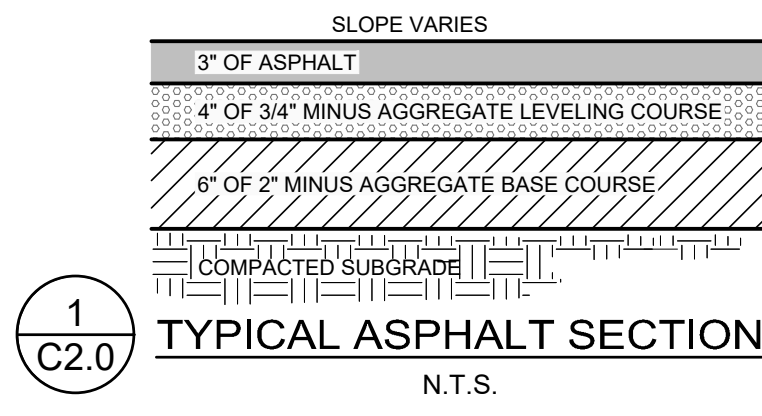
A PRELIMINARY SITE, GRADING, DRAINAGE, AND UTILITY PLAN FOR

NO	DATE	BY	REVISIONS	
1	05/05/20	SKS	ISSUE FOR BUILDING DESIGN REVIEW	

**GALENA ENGINEERING, INC.**  
Civil Engineers & Land Surveyors  
317 N. River Street  
Halley, Idaho 83333  
(208) 788-1705  
(208) 788-4612 fax  
email: galena@galena-engineering.com

**PROFESSIONAL ENGINEER**  
SKS  
768  
**NO PROJECTION**  
CONSTRUCTION

**C1.0**



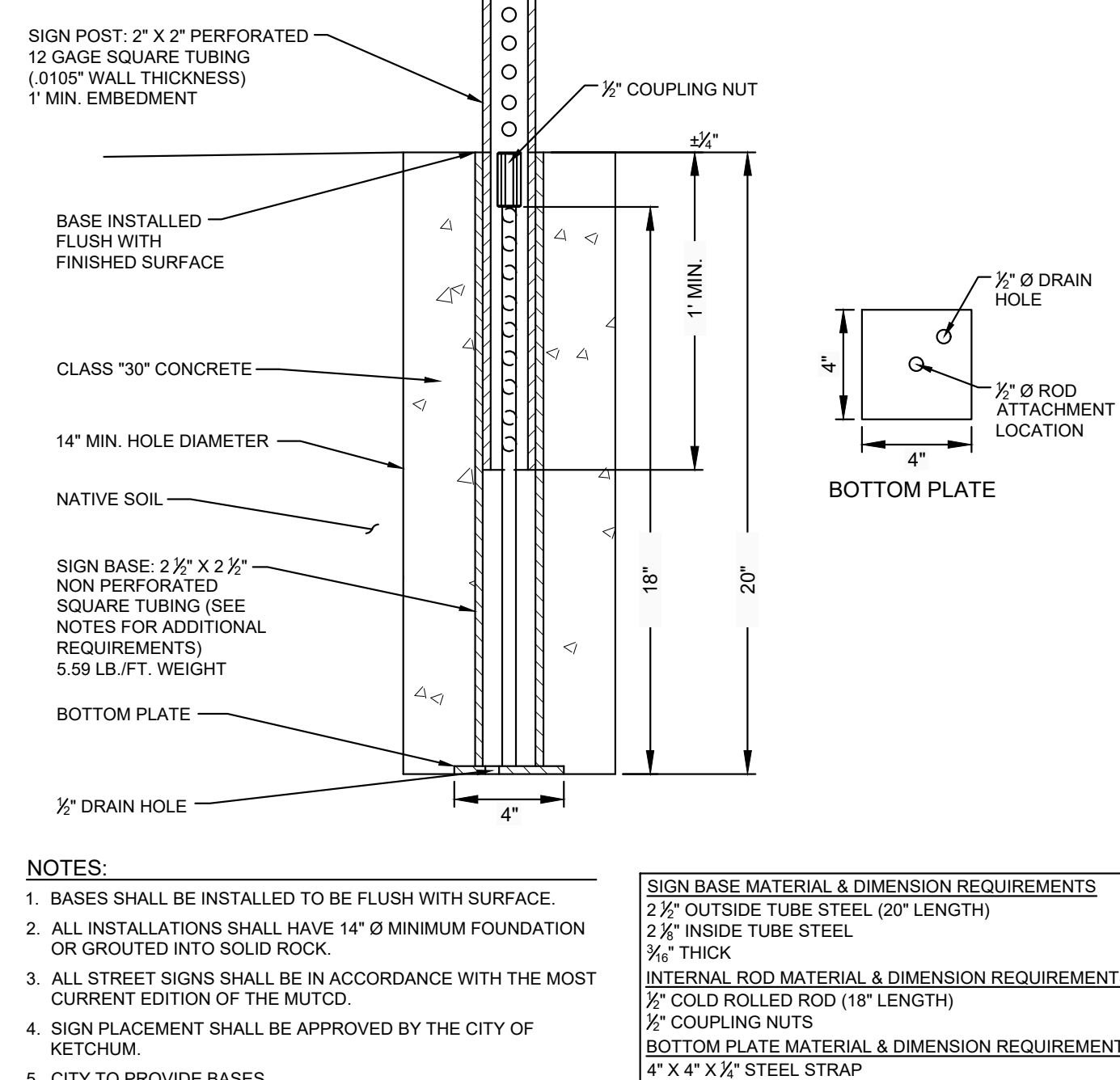
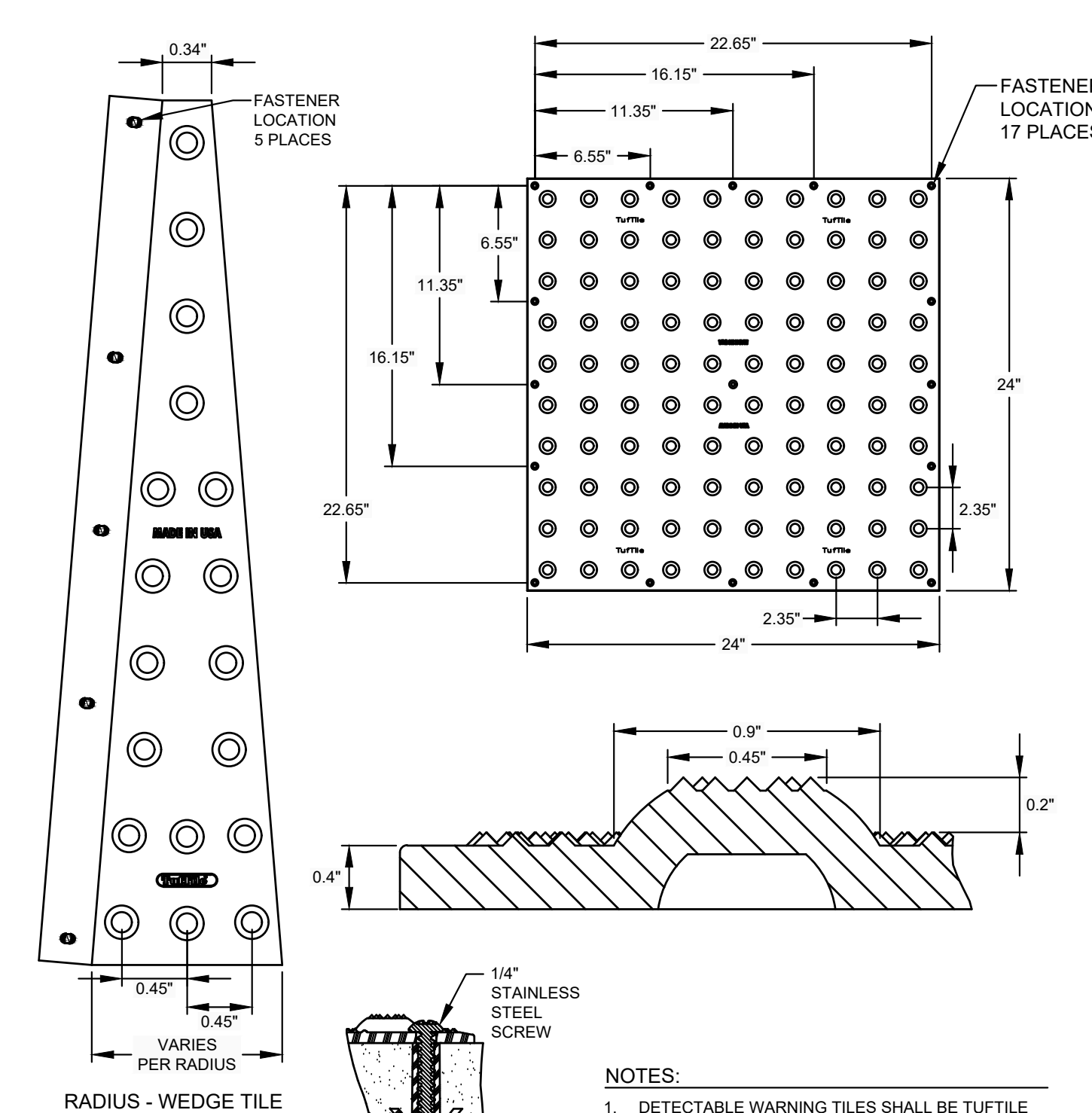
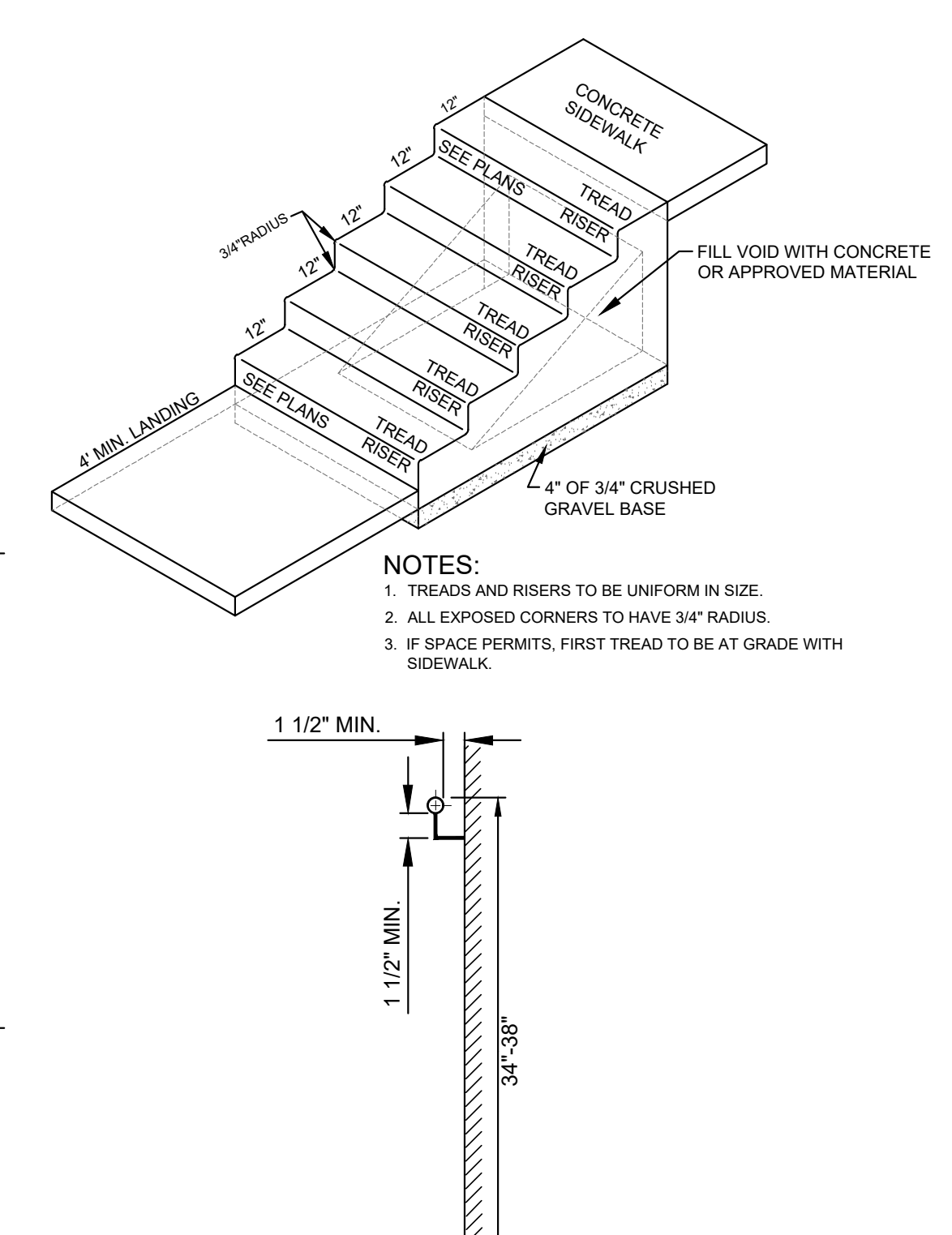
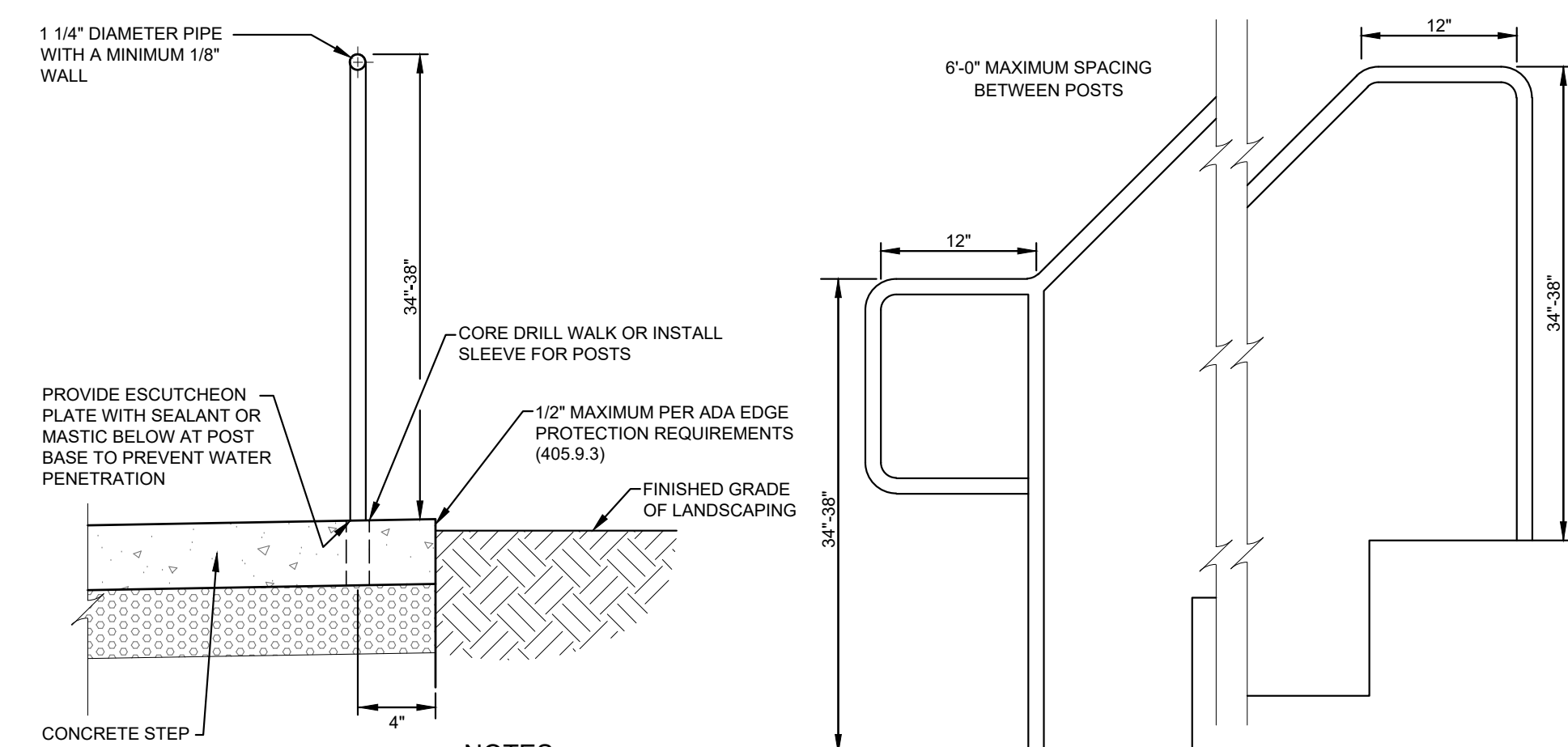
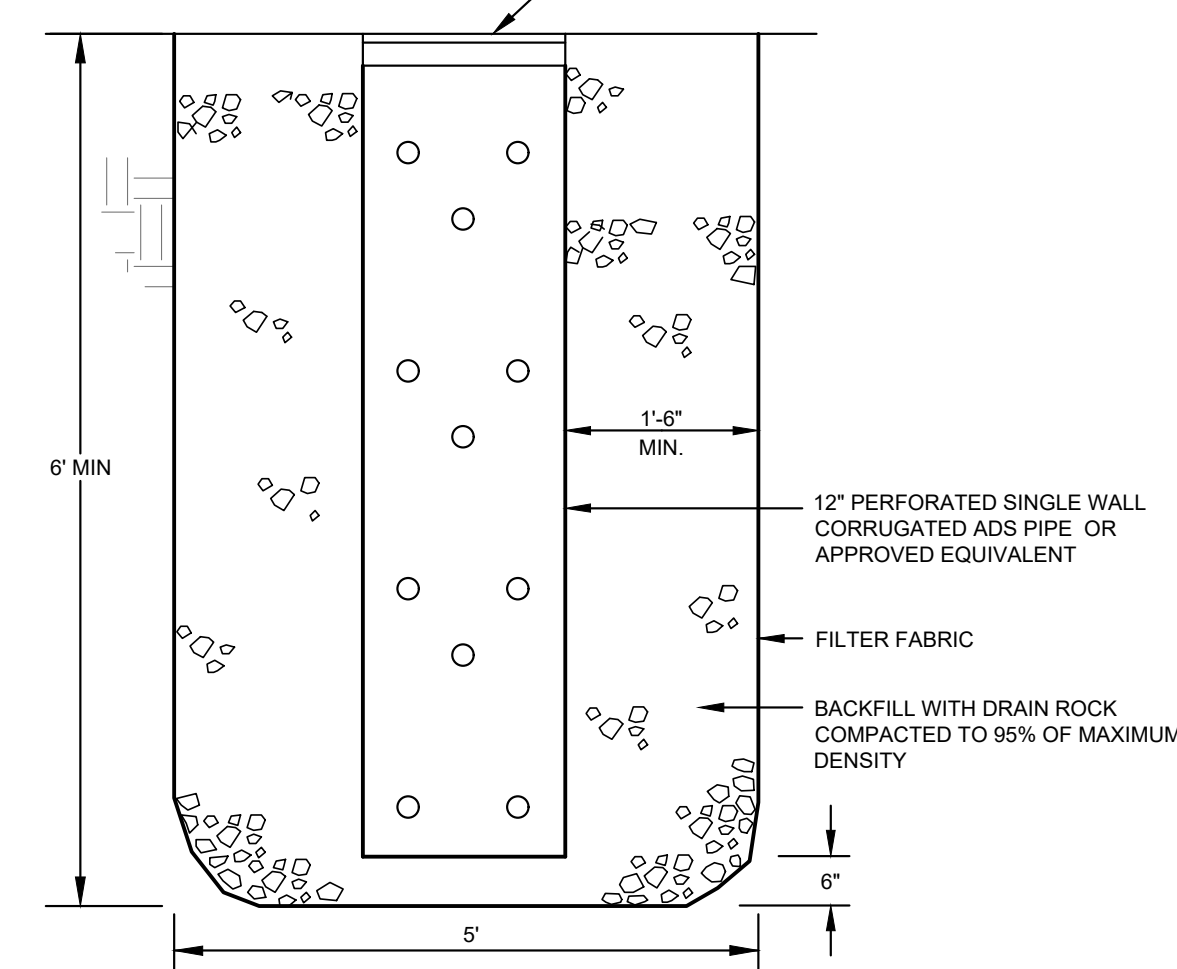
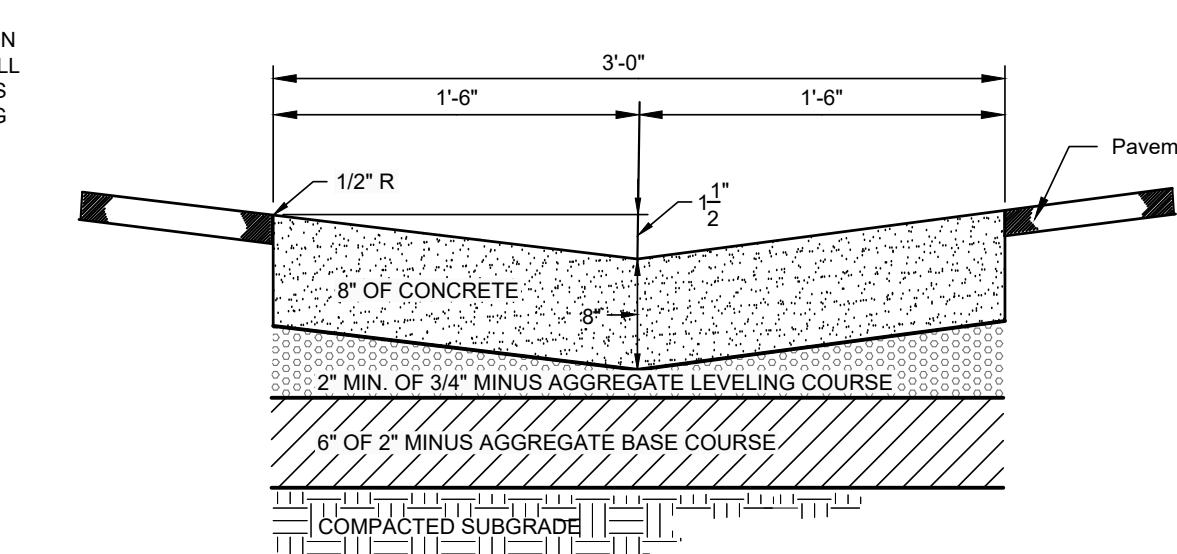
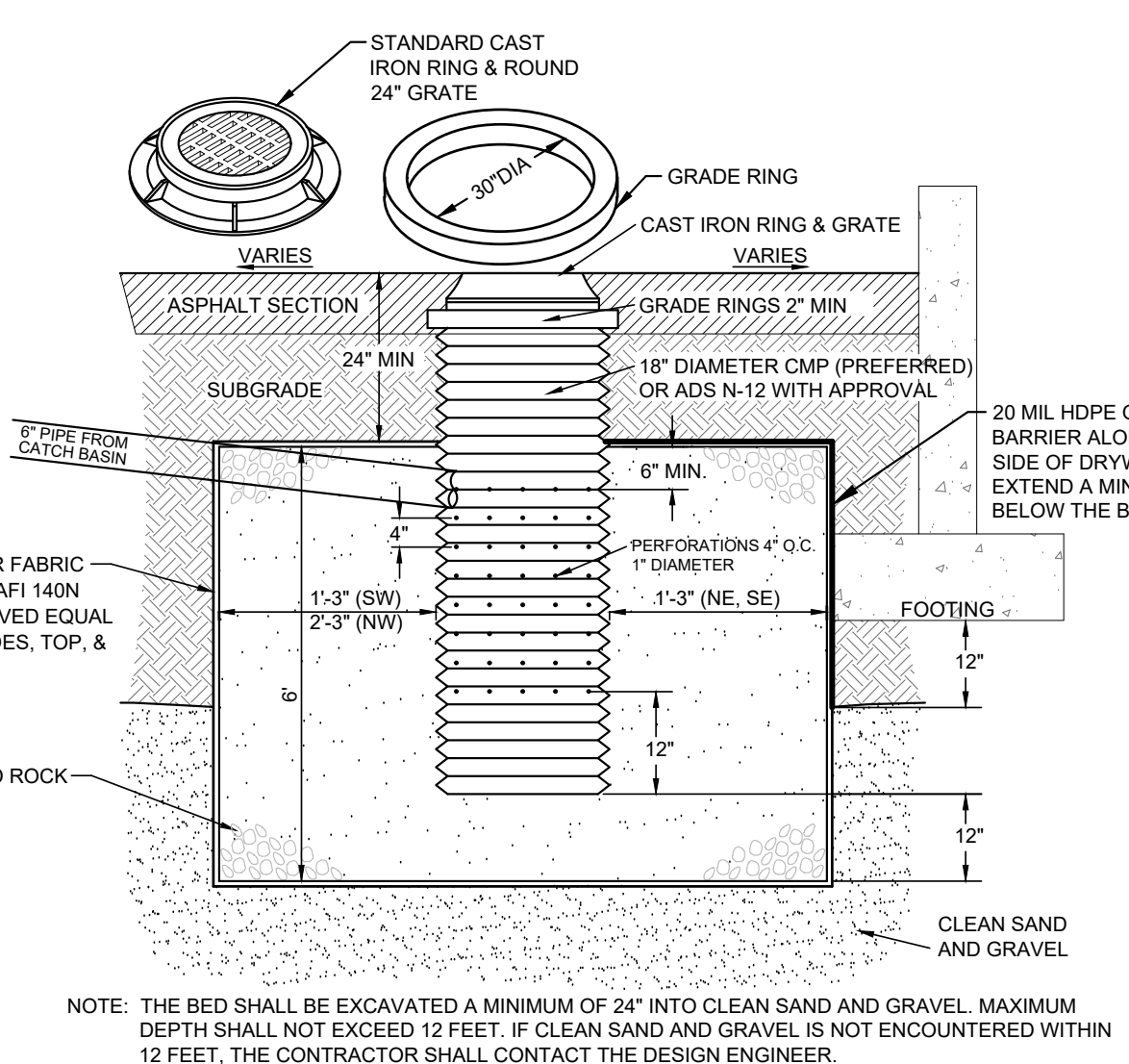
- LEGEND**
- 8\"/>
  - SURFACE REPAIR WIDTH, 4\"/>
  - EXISTING SURFACE.
  - EXISTING BASE.
  - TRENCH BACK SLOPE PER O.S.H.A. OR SUITABLE SHORING.
  - TRENCH BACKFILL PER SECTION-306, OR SEE \"KETCHUM PUBLIC CONSTRUCTION SLURRY REQUIREMENT\" IF LOCATED WITHIN PUBLIC RIGHT-OF-WAY.
  - VERTICAL TRENCH 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 (2\"/>

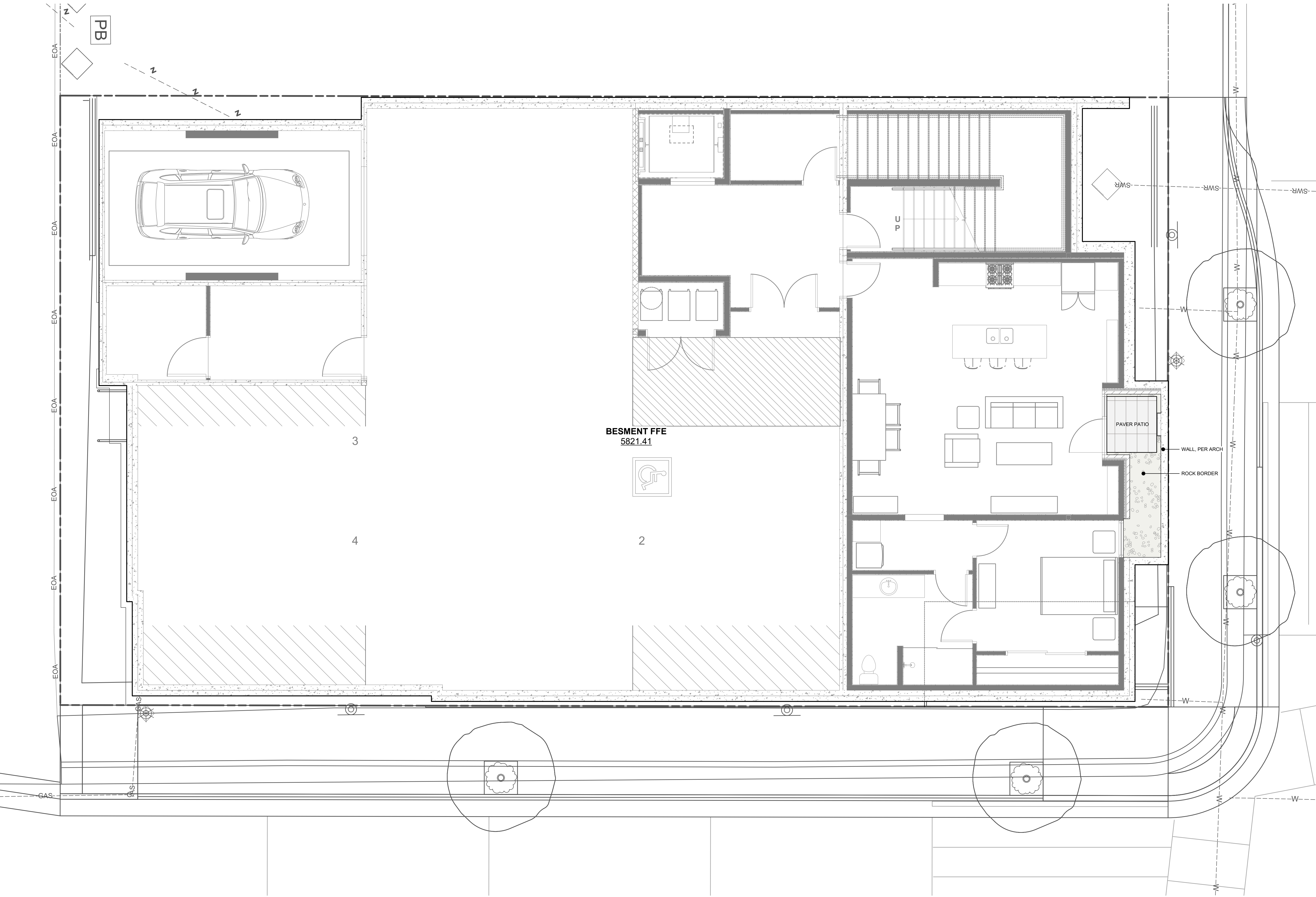
WATER CONTENT IS MAXIMUM AND MAY BE REDUCING DOWNWARD. CARES SHALL BE TAKEN TO ASSURE THAT EXCESS WATER IS NOT PRESENT IN THE MIXING DRUM PRIOR TO CHARGING THE MIXER WITH MATERIALS. THOROUGH MIXING WILL BE REQUIRED PRIOR TO DISCHARGE.

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.



# BASEMENT

SHEET LEGEND	
SYMBOL	DESCRIPTION
	Property Line
	Setbacks / Easements
	Pavers (Pedestal System)
	Rock Border



SHEET LEGEND	
SYMBOL	DESCRIPTION
	Property Line
	Setbacks / Easements
	2" Irrigation Sleeve
	Pavers
	Concrete Steps
	Concrete Wall
	Planters
	U-Frame Bike Rack (1)
	Trash Receptacles (1)
	Tree Grate (4)
	Street Trees in Tree Grate (per City of Ketchum code)

IRRIGATION SCHEDULE		
AREA DESCRIPTION	IRRIGATION TYPE	ZONE
On Site Planters	Buried Drip Irrigation	1
Street Trees	Buried Drip Irrigation	2

FIRST FLOOR FFE  
5832.92

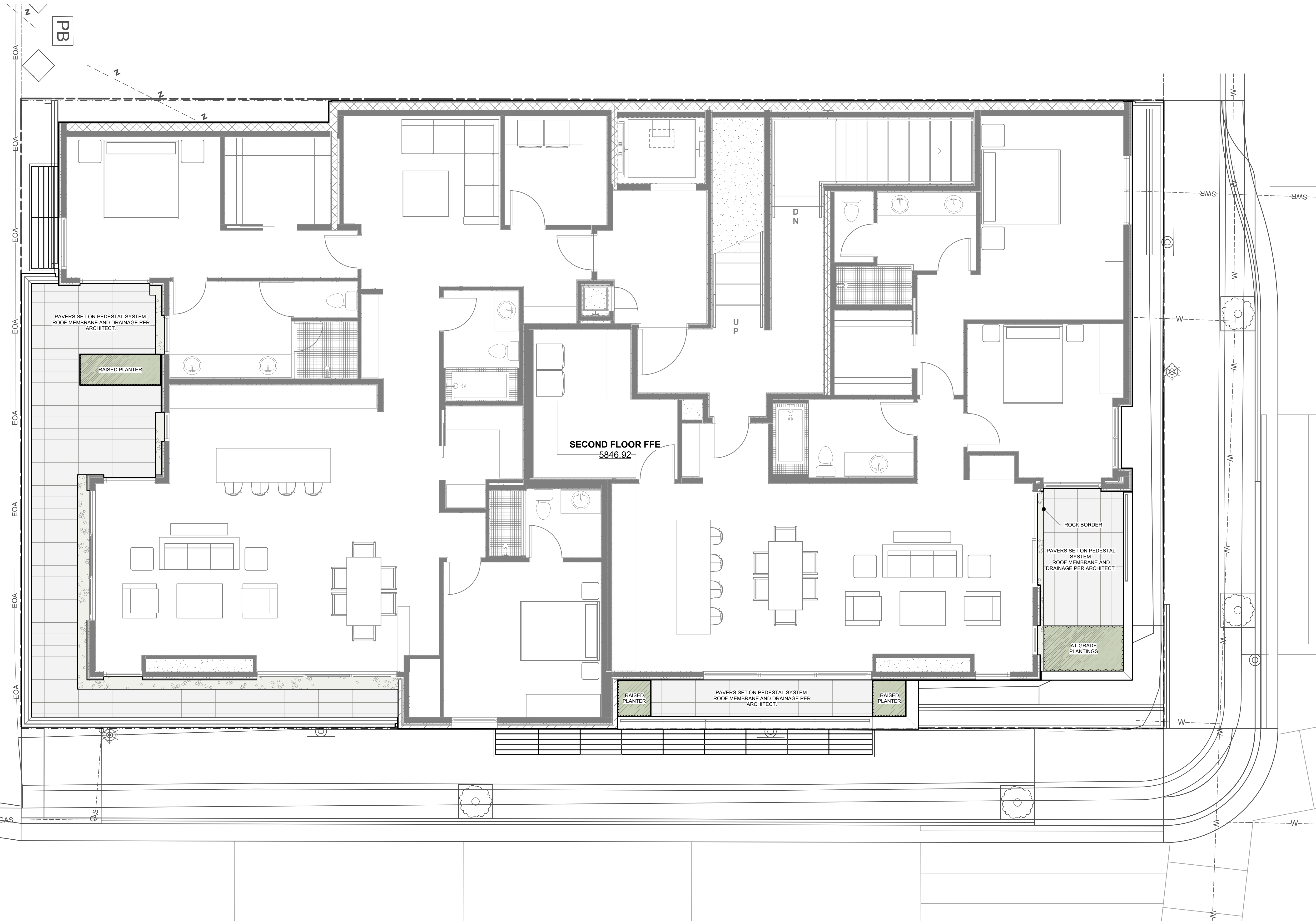
- 36" SQ. TREE GRATES: SEE GENERAL NOTES FOR SPECIFICATIONS
- OWNER TO PROVIDE OUTLET AND OUTLET COVER AT ALL STREET TREE LOCATIONS - BOLLARD SUPPLIED BY CITY OF KETCHUM. SEE EXTERIOR ELECTRICAL PLAN - BY OTHER.
- PROVIDE 2" SLEEVES FOR ELECTRICAL WIRING AND DRIP IRRIGATION TO TREE WELL. NOTES (PER CITY STANDARD, "TREE WELL DETAIL"): 1) DRIP IRRIGATION TO BE ON A SEPARATE ZONE WITH HUNTER/RAINWISE SMART CLOCK, OR APPROVED EQUAL. FOR REMOTE ACCESS BY CITY. 2) APPLICANT TO CONNECT AND PROVIDE CONDUITS, WIRING, AND SEPARATE CIRCUIT, OR TIE TO A CITY CIRCUIT FOR POWER - NO DIRECT BURIAL WIRE PERMITTED.
- STREET TREES PER ARBORIST APPROVAL SUGGESTED: RED MAPLE (AUTUMN BLAZE) NOTE: ALL STREET TREES TO HAVE SILVA CELL FOR OPTIMAL ROOT DEVELOPMENT - INSTALL PER MFR. SPECIFICATIONS UPON REQUEST.
- SEE CIVIL DRAWINGS FOR PROPOSED SIDEWALK

- GENERAL NOTES:**
- GRADING PER CIVIL ENGINEER
  - ALL IRRIGATION, ON-SITE, TO BE DRIP IRRIGATED

- EQUIPMENT AND PAVING SCHEDULE:**
- TRASH RECEPTACLE:** 32 GAL. PERFORATED TRASH RECEPTACLE, BLACK, AVAILABLE FROM BYO PLAYGROUNDS, 800-853-5316, INSTALL PER MANUFACTURER.
- BIKE RACK:** INVERTED U BIKE RACK ON RAILS, SQUARE TUBING, BLACK, (1) SINGLE LOOP. AVAILABLE FROM BYO PLAYGROUNDS, INSTALL PER MANUFACTURER.
- TREE GRATE:** R-8704-A (AVENUE COLLECTION), 36" x 36" WITH 16" DIAMETER OPENING, AVAILABLE FROM NEENAH FOUNDARY, INSTALL PER MANUFACTURER.
- SILVA CELL:** SUPPLIER: DEEP ROOT. PRODUCT: SILVA CELL 2X, LAYOUT AND INSTALL PER MANUFACTURER SPECIFICATIONS.
- WALKWAY AND LANDING PAVING:** 12" x 48" PAVER IN STACKED BOND PATTERN, COLOR AND FINISH TBD.

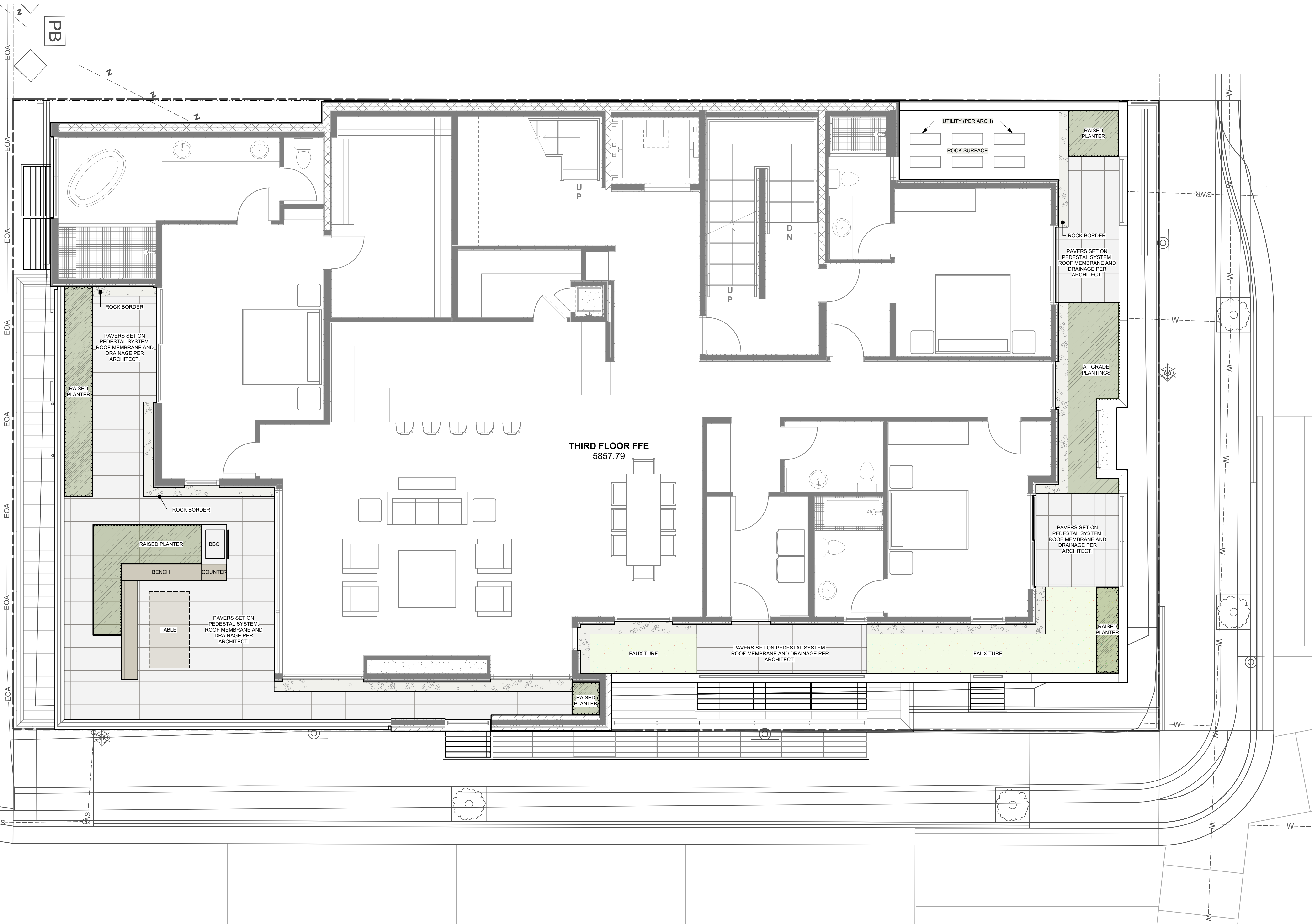
# 2ND FLOOR DECKS

SHEET LEGEND	
SYMBOL	DESCRIPTION
	Property Line
	Setbacks / Easements
	Pavers (Pedestal System)
	Built-In Furniture
	Rock Border
	Planters (Drip Irrigation)



# 3RD FLOOR DECKS

SHEET LEGEND	
SYMBOL	DESCRIPTION
	Property Line
	Setbacks / Easements
	Pavers (Pedestal System)
	Built-In Furniture
	Rock Border
	Planters (Drip Irrigation)



# ROOF DECKS

SHEET LEGEND	
SYMBOL	DESCRIPTION
	Property Line
	Setbacks / Easements
	Pavers (Pedestal System)
	Deck (Pedestal System)
	Built-In Furniture
	Rock Border
	Planters (Drip Irrigation)
	Trees (Drip Irrigation)



Exhibit B

Condominium Subdivision  
Preliminary Plat Application  
&  
Supplemental Materials





City of Ketchum  
Planning & Building

OFFICIAL USE ONLY	
P22-014	
3/15/22	\$2100
3/15/22	SK

### Subdivision Application

Submit completed application and payment to the Planning and Building Department, PO Box 2315, Ketchum, ID 83340 or hand deliver to Ketchum City Hall, 191 th St. West, Ketchum. 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: 360 VIEWS CONDOMINIUMS			
Owner of Record: 360 VIEWS LLC.			
Address of Owner: 2345 S. MAIN ST., SALT LAKE CITY, UT 84115			
Representative of Owner: BRUCE SMITH, P.L.S. ALPINE ENTERPRISES INC.			
Legal Description: LOT 4, BLOCK 39, VILLAGE OF KETCHUM			
Street Address: 111 N. WASHINGTON AVE.			
SUBDIVISION INFORMATION			
Number of Lots/Parcels: 1			
Total Land Area: 5500 SQ. FT., 0.126 AC.			
Current Zoning District: COMMUNITY CORE DISTRICT (CC), SUB-DISTRICT 2			
Proposed Zoning District: COMMUNITY CORE DISTRICT (CC), SUB-DISTRICT 2			
Overlay District: FESTIVAL OVERLAY DISTRICT			
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: 0			
Easements to be dedicated on the final plat:  PUBLIC UTILITY EASEMENTS			
Briefly describe the improvements to be installed prior to final plat approval:  3-STORY WITH BASEMENT MIXED-USE COMMERCIAL/RESIDENTIAL BUILDING			
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. ✓			

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.

REPRESENTATIVE: BRUCE SMITH, PLS ALPINE ENTERPRISES INC., 24 JAN 22

Applicant Signature BRUCE SMITH 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.

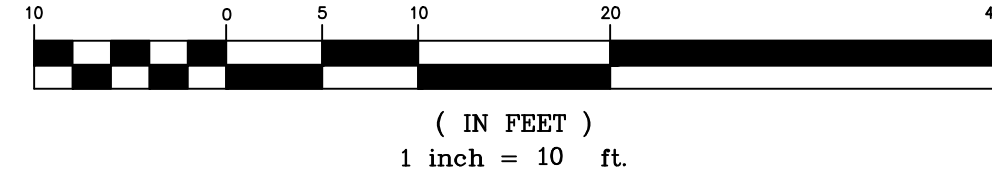
191 5th St. West | P.O. Box 2315 | Ketchum, ID 83340 | main 208.726.7801 | fax 208.726.7812

Facebook/CityofKetchum | twitter.com/Ketchum\_idaho | [www.ketchumidaho.org](http://www.ketchumidaho.org)



A PRELIMINARY PLAT SHOWING  
**360 VIEWS CONDOMINIUMS**  
 WHEREIN LOT 4, BLK 39, KETCHUM TOWNSITE IS REPLATTED AS SHOWN  
 LOCATED WITHIN  
 SECTION 13, T.4 N., R.18 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
 JANUARY 2022

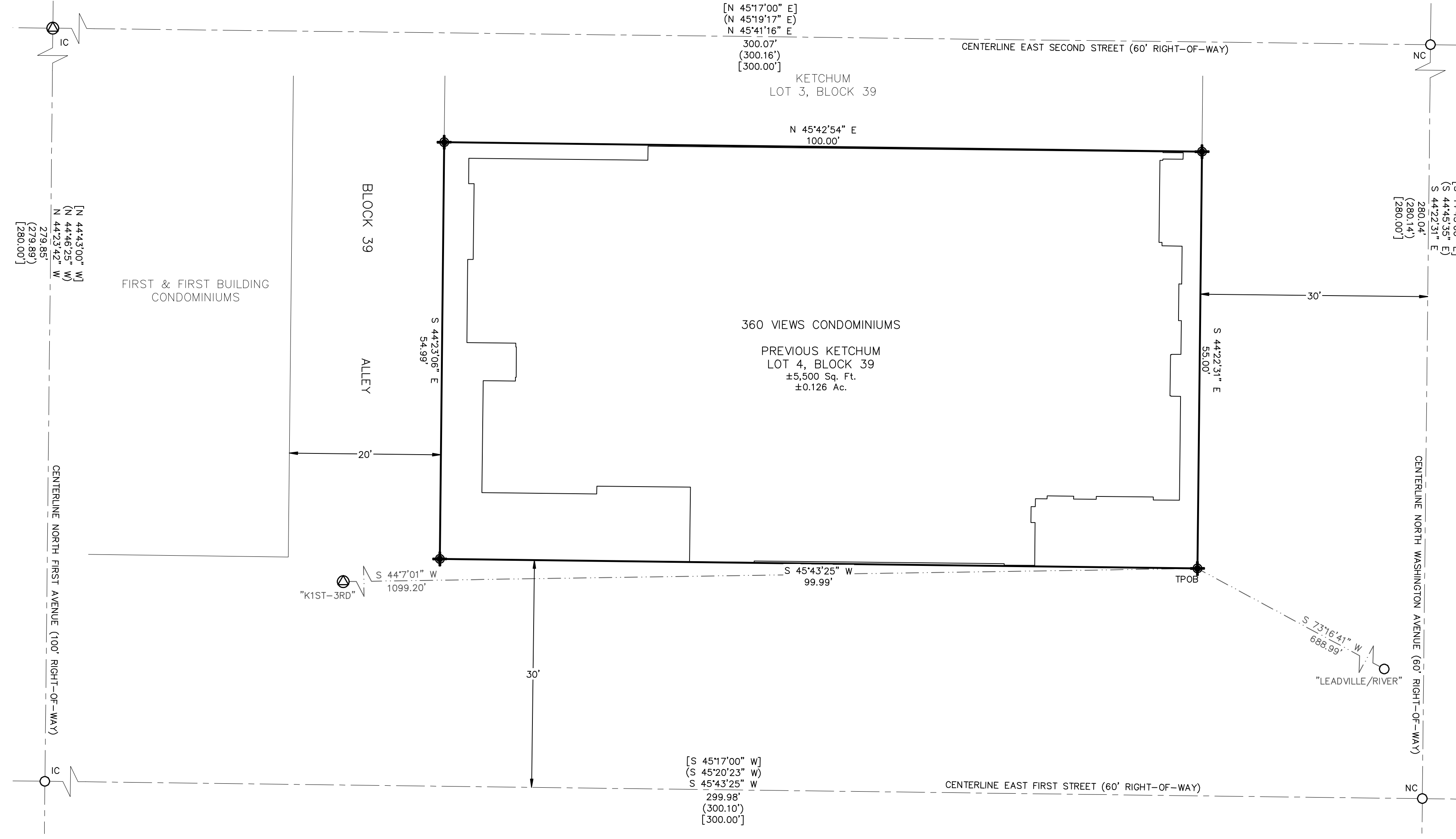
GRAPHIC SCALE



LEGEND	
	Subject Boundary
	Adjoiners Boundary
	Road Centerline
	Building Outline
	Blaine County GIS Tie
	Found Aluminum Cap, As Shown
	Found 5/8" Rebar, As Shown
	Set ???, PLS 7048
NC	No Cap
IC	Illegible Cap
TPOB	True Point of Beginning
( )	Record Bearing & Distance Instrument Number 527094
[ ]	Record Bearing & Distance Instrument Number 302967

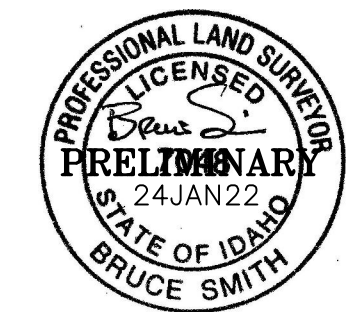
**NOTES**

1. BASIS OF BEARINGS IS IDAHO STATE PLANE COORDINATE SYSTEM, NAD83, CENTRAL ZONE, AT GROUND IN US SURVEY FEET. VERTICAL DATUM IS NAVD1988.
2. THE CONDOMINIUM DECLARATION OF COVENANTS, CONDITIONS, & RESTRICTIONS FOR 360 VIEWS CONDOMINIUMS ARE RECORDED AS INSTRUMENT NUMBER \_\_\_\_\_, RECORDS OF BLAINE COUNTY IDAHO.
3. DOCUMENTS USED OR CONSIDERED ARE THE PLATS OF OFFICIAL MAP OF THE VILLAGE OF KETCHUM, INSTRUMENT NUMBER 302967; FIRST & FIRST BUILDING CONDOMINIUMS, INSTRUMENT NUMBER 527094; KETCHUM TOWNSITE, BLOCK 39, LOT 8A; INSTRUMENT NUMBER 485019; RECORDS OF BLAINE COUNTY, IDAHO.
4. UNIT A IS DEED RESTRICTED. REFER TO THE "COMMUNITY HOUSING COVENANT RUNNING WITH THE LAND", RECORDED AS INSTRUMENT NUMBER \_\_\_\_\_, RECORDS OF BLAINE COUNTY IDAHO.
5. IN INTERPRETING THE DECLARATION, PLAT OR PLATS, AND DEEDS, THE EXISTING PHYSICAL BOUNDARIES OF THE UNIT AS ORIGINALLY CONSTRUCTED, OR RECONSTRUCTED IN LIEU THEREOF, SHALL BE CONCLUSIVELY PRESUMED TO BE ITS BOUNDARIES RATHER THAN THE METES AND BOUNDS EXPRESSED OR DEPICTED IN THE DECLARATION, PLAT OR PLATS, AND/OR DEEDS, REGARDLESS OF SETTLING OR LATERAL MOVEMENT OF THE BUILDING AND REGARDLESS OF MINOR VARIANCES BETWEEN BOUNDARIES SHOWN IN THE DECLARATION, PLAT OR PLATS, AND/OR DEEDS.
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7. DIMENSIONS SHOWN HEREON WILL BE SUBJECT TO SLIGHT VARIATIONS, OWING TO NORMAL CONSTRUCTION TOLERANCES.
8. CONSULT THE CONDOMINIUM DECLARATIONS FOR THE DEFINITIONS OF COMMON AREAS, LIMITED COMMON AREAS, AND FOR PARKING AND GARAGE ASSIGNMENTS.
9. ALL AREA OUTSIDE OF UNITS THAT IS NOT DESIGNATED AS LIMITED COMMON IS COMMON AREA.
10. BUILDING TIES ARE TO THE INTERIOR CORNERS OF UNIT WALLS.
11. UTILITY EASEMENTS NECESSARY TO ALLOW FOR ACCESS AND MAINTENANCE OF UTILITIES SERVING UNITS OTHER THAN THE UNIT THEY ARE LOCATED IN ARE HEREBY GRANTED BY THIS PLAT.
12. FOUNDATIONS, COLUMNS, GIRDERS, BEAMS, SUPPORTS, PERIMETER AND SUPPORTING WALLS, CHIMNEYS, CHIMNEY CHASES, ROOFS, BALCONIES, WINDOWS, ENTRANCES AND EXITS, AND THE MECHANICAL INSTALLATIONS CONSISTING OF THE EQUIPMENT AND MATERIALS MAKING UP ANY CENTRAL SERVICES SUCH AS POWER, LIGHT, GAS, HOT AND COLD WATER, SEWER, CABLE TELEVISION, HEATING, AND CENTRAL AIR CONDITIONING WHICH EXISTS FOR USE BY ONE OR MORE OF THE UNITS, INCLUDING PIPES, VENTS, DUCTS, FLUES, CABLE CONDUITS, WIRES, TELEPHONE WIRE, AND OTHER SIMILAR UTILITY INSTALLATIONS USED IN CONNECTION THEREWITH, WHETHER LOCATED EXCLUSIVELY WITHIN THE BOUNDARIES OF ANY UNIT OR UNITS OR NOT, ARE COMMON AREA.
13. THE FIRST FLOOR IS SHOWN ON THIS PAGE FOR CLARITY, OTHER FLOORS ARE SHOWN ON SUBSEQUENT PAGES.



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

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



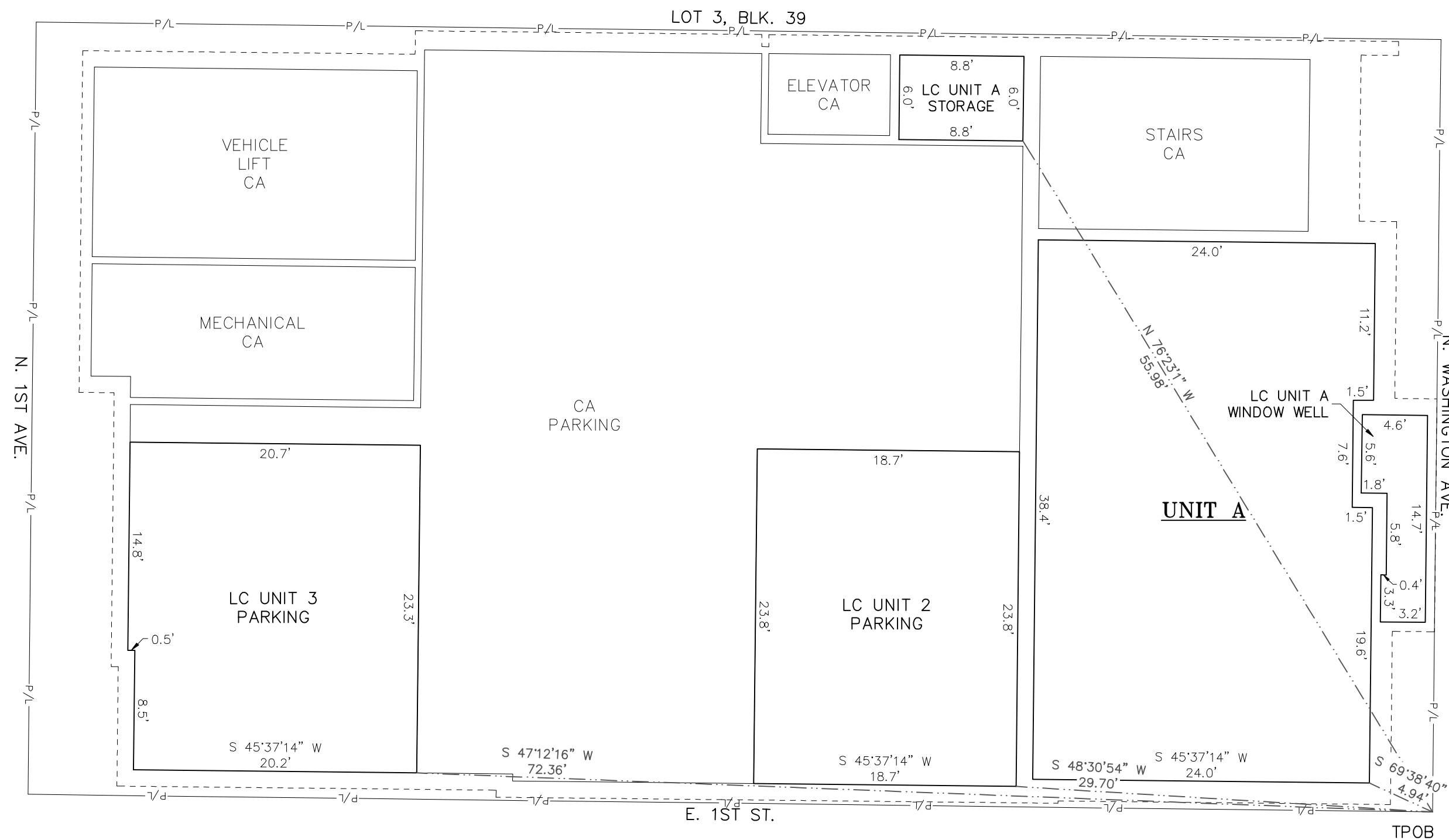
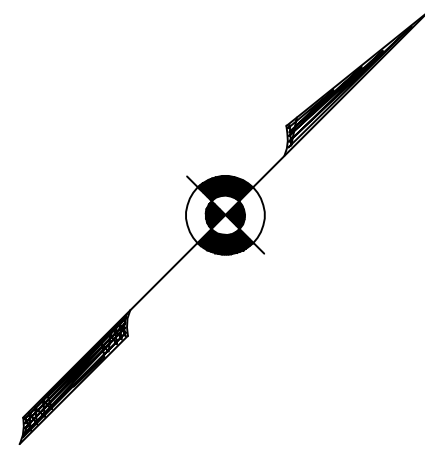
# 360 VIEWS CONDOMINIUMS

## BASEMENT LEVEL UNIT LAYOUT

### GRAPHIC SCALE



( IN FEET )  
1 inch = 8 ft.



### LEGEND

- P/L — Property Boundary
- - - - - Building Outline
- Unit Outline
- - - - - Ceiling Elevation Change Line
- Unit Tie
- CA Common Area
- LC Limited Common
- TPOB True Point of Beginning
- FFE Finished Floor Elevation
- CE Ceiling Elevation

### NOTES

1. IN INTERPRETING THE DECLARATION, PLAT OR PLATS, AND DEEDS, THE EXISTING PHYSICAL BOUNDARIES OF THE UNIT AS ORIGINALLY CONSTRUCTED, OR RECONSTRUCTED IN LIEU THEREOF, SHALL BE CONCLUSIVELY PRESUMED TO BE ITS BOUNDARIES RATHER THAN THE METES AND BOUNDS EXPRESSED OR DEPICTED IN THE DECLARATION, PLAT OR PLATS, AND/OR DEEDS, REGARDLESS OF SETTLING OR LATERAL MOVEMENT OF THE BUILDING AND REGARDLESS OF MINOR VARIANCES BETWEEN BOUNDARIES SHOWN IN THE DECLARATION, PLAT OR PLATS, AND/OR DEEDS.
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### BASEMENT LEVEL

SCALE: 1" = 8'

THE FINISHED FLOOR ELEVATION OF THE BASEMENT LEVEL IS 5821.4'  
THE CEILING ELEVATION OF THE BASEMENT IS 5830.4'



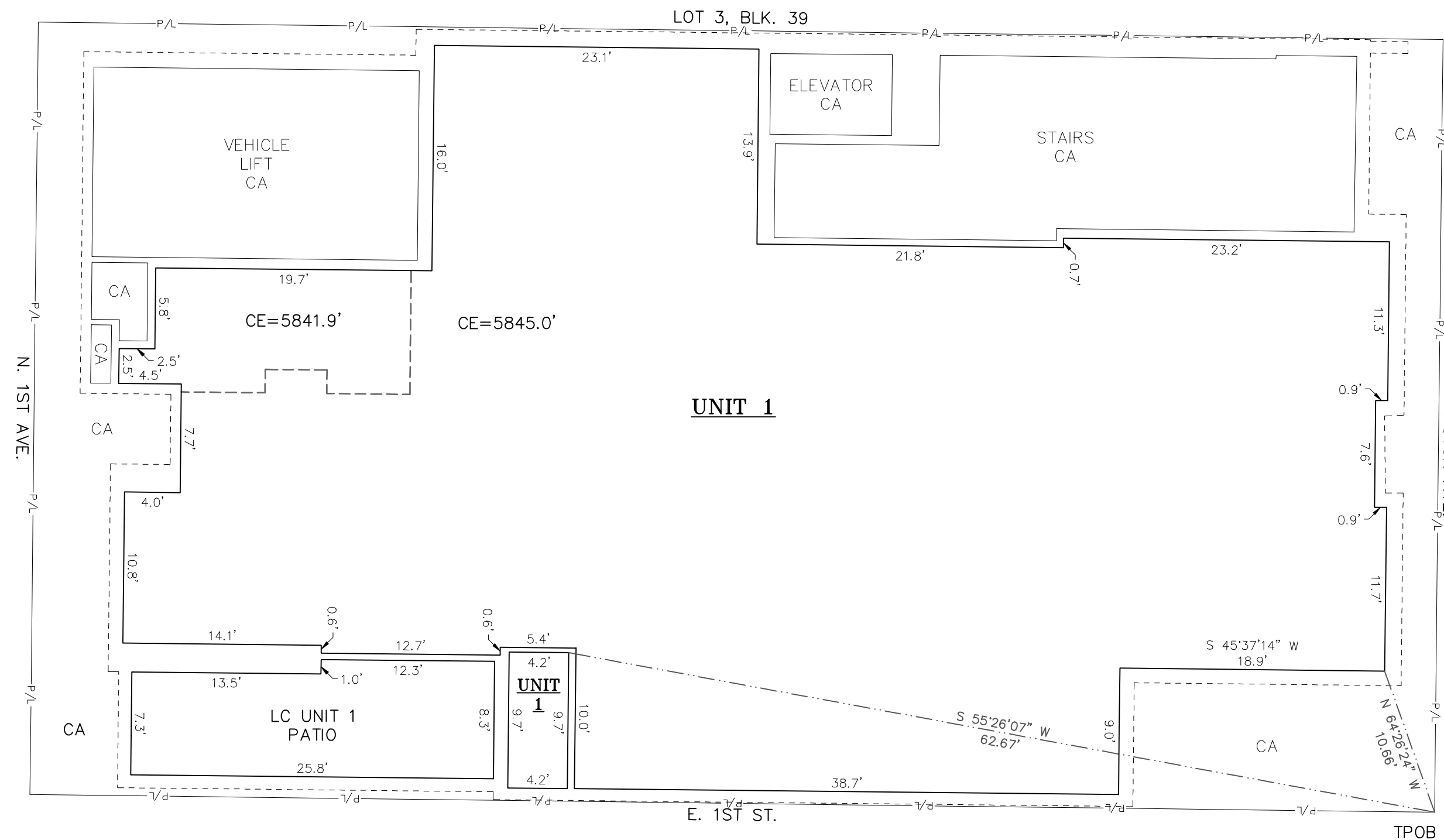
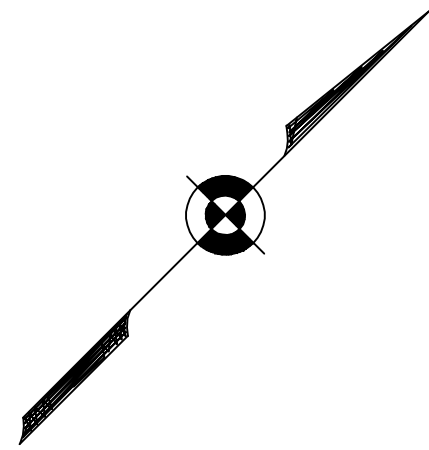
# 360 VIEWS CONDOMINIUMS

## FIRST FLOOR UNIT LAYOUT

### GRAPHIC SCALE



( IN FEET )  
1 inch = 8 ft.



### FIRST FLOOR LEVEL

SCALE: 1" = 8'

THE FINISHED FLOOR ELEVATION OF UNIT 1 ON THE FIRST FLOOR IS 5832.9'  
THE CEILING ELEVATION OF UNIT 1 ON THE FIRST FLOOR IS 5845.0'

### LEGEND

— P/L	Property Boundary
- - - - -	Building Outline
—	Unit Outline
- - - - -	Ceiling Elevation Change Line
—	Unit Tie
CA	Common Area
LC	Limited Common
TPOB	True Point of Beginning
FFE	Finished Floor Elevation
CE	Ceiling Elevation

### NOTES

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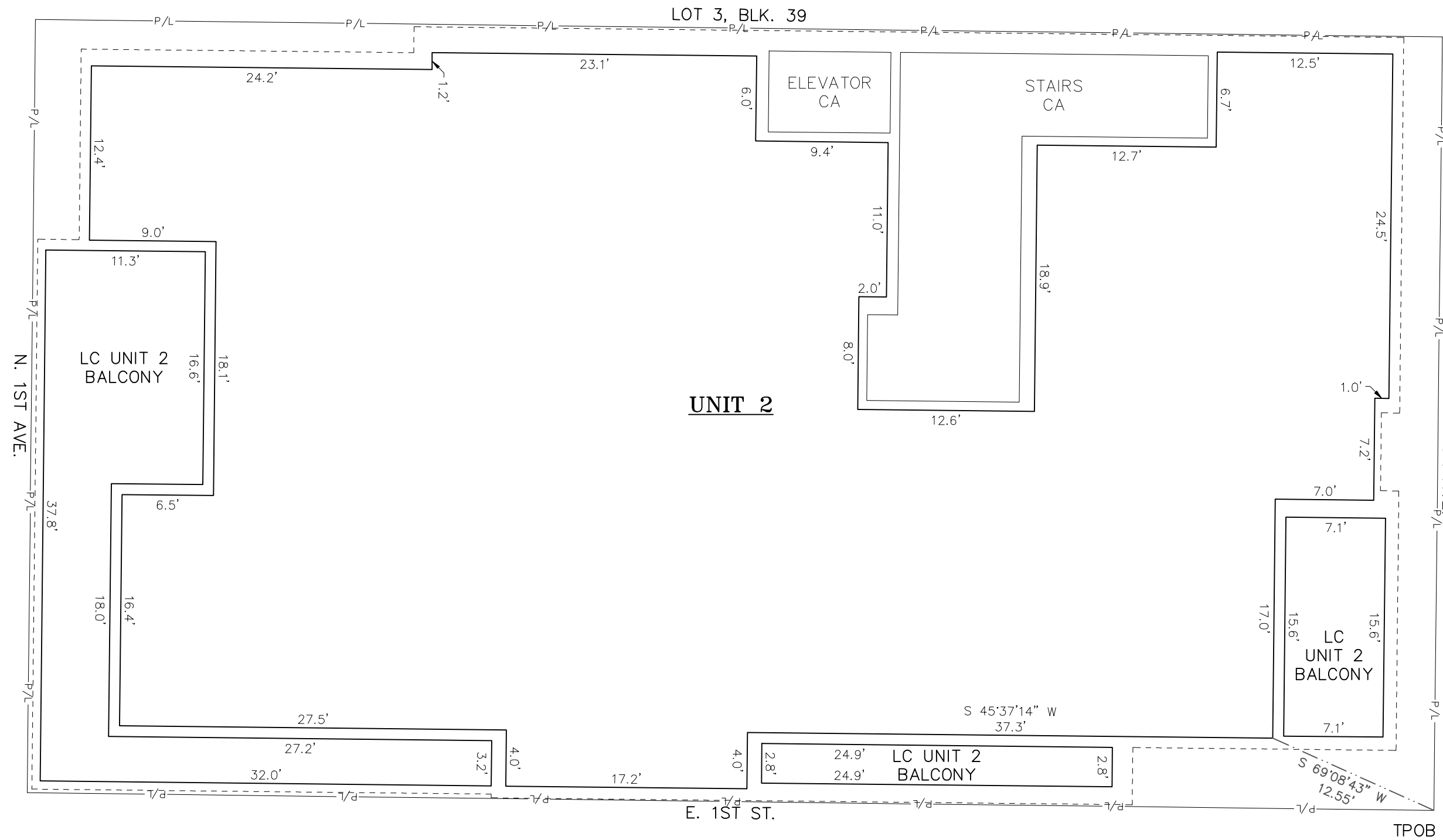
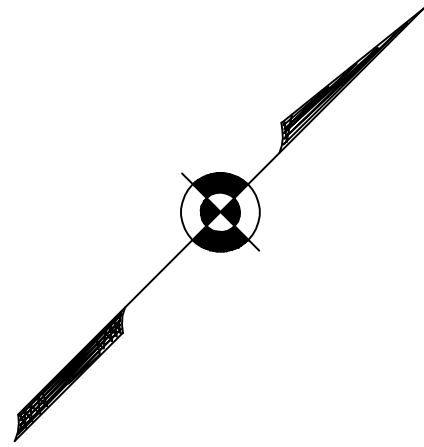
# 360 VIEWS CONDOMINIUMS

## SECOND FLOOR UNIT LAYOUT

### GRAPHIC SCALE



( IN FEET )  
1 inch = 8 ft.



### SECOND FLOOR LEVEL

SCALE: 1" = 8'

THE FINISHED FLOOR ELEVATION OF UNIT 2 ON THE SECOND FLOOR IS 5846.9'  
THE CEILING ELEVATION OF UNIT 2 ON THE SECOND FLOOR IS 5855.9'

### LEGEND

— P/L	Property Boundary
- - - - -	Building Outline
—	Unit Outline
- - - - -	Ceiling Elevation Change Line
—	Unit Tie
CA	Common Area
LC	Limited Common
TPOB	True Point of Beginning
FFE	Finished Floor Elevation
CE	Ceiling Elevation

### NOTES

1. IN INTERPRETING THE DECLARATION, PLAT OR PLATS, AND DEEDS, THE EXISTING PHYSICAL BOUNDARIES OF THE UNIT AS ORIGINALLY CONSTRUCTED, OR RECONSTRUCTED IN LIEU THEREOF, SHALL BE CONCLUSIVELY PRESUMED TO BE ITS BOUNDARIES RATHER THAN THE METES AND BOUNDS EXPRESSED OR DEPICTED IN THE DECLARATION, PLAT OR PLATS, AND/OR DEEDS, REGARDLESS OF SETTLING OR LATERAL MOVEMENT OF THE BUILDING AND REGARDLESS OF MINOR VARIANCES BETWEEN BOUNDARIES SHOWN IN THE DECLARATION, PLAT OR PLATS, AND/OR DEEDS.
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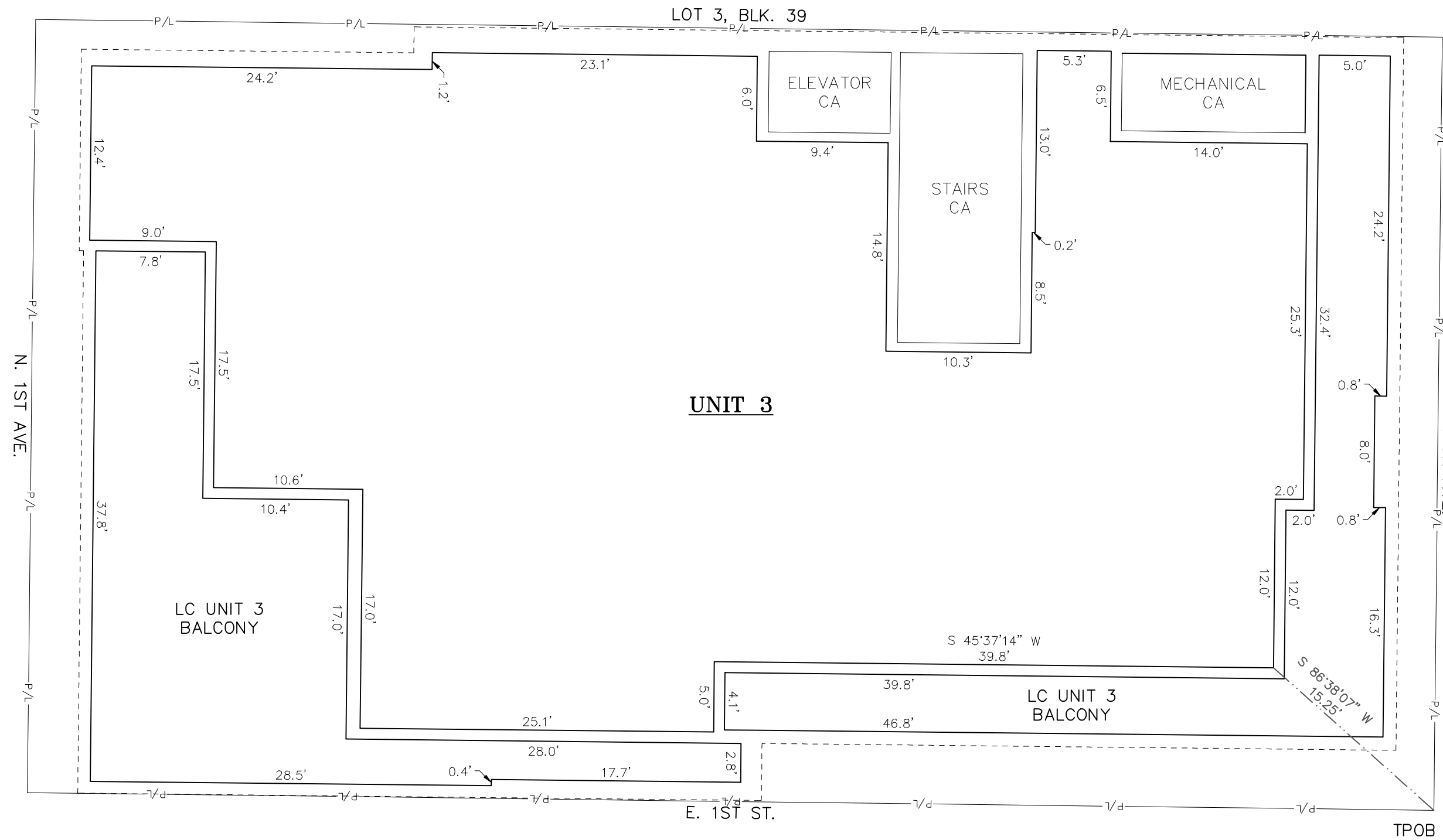
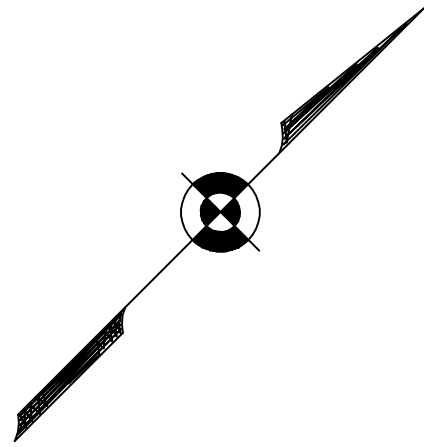
# 360 VIEWS CONDOMINIUMS

## THIRD FLOOR UNIT LAYOUT

### GRAPHIC SCALE



( IN FEET )  
1 inch = 8 ft.



### THIRD FLOOR LEVEL

SCALE: 1" = 8'

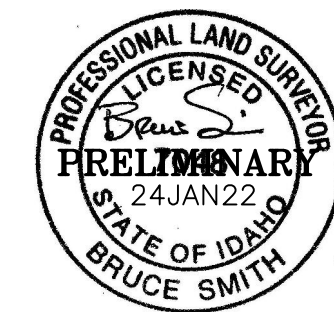
THE FINISHED FLOOR ELEVATION OF UNIT 3 ON THE THIRD FLOOR IS 5857.8'  
THE CEILING ELEVATION OF UNIT 3 ON THE THIRD FLOOR IS 5867.8'

### LEGEND

— P/L —	Property Boundary
---	Building Outline
---	Unit Outline
---	Ceiling Elevation Change Line
---	Unit Tie
CA	Common Area
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### NOTES

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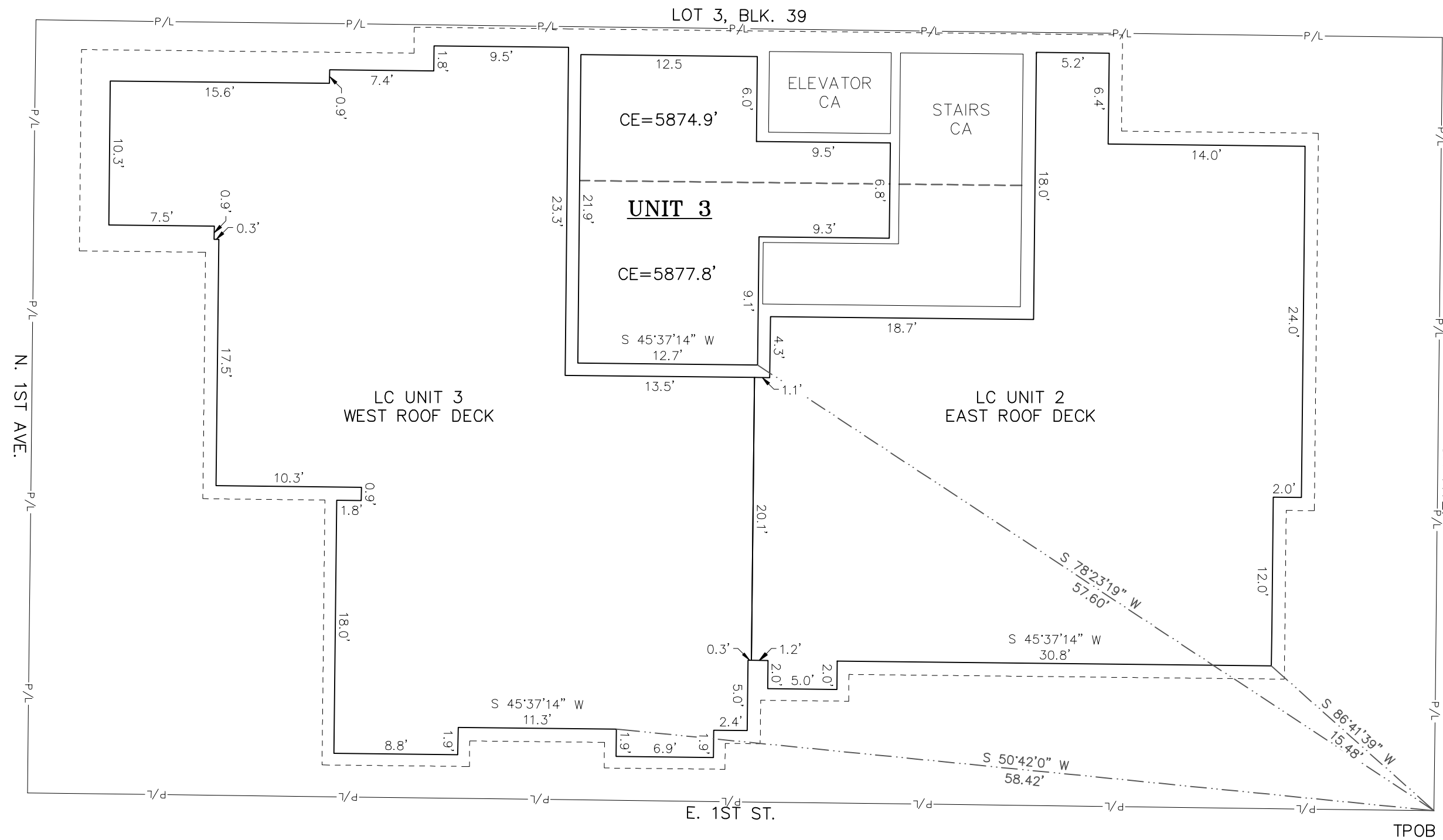
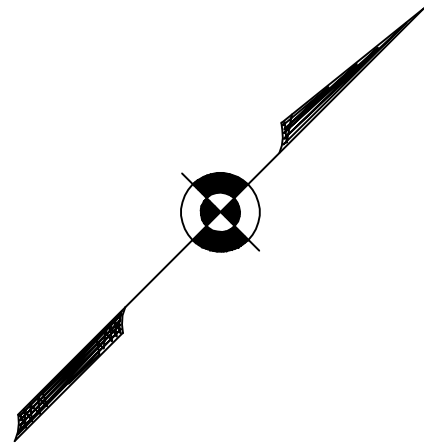
# 360 VIEWS CONDOMINIUMS

## ROOF LEVEL UNIT LAYOUT

### GRAPHIC SCALE



( IN FEET )  
1 inch = 8 ft.



### ROOF LEVEL

SCALE: 1" = 8'

THE FINISHED FLOOR ELEVATION OF THE ROOF LEVEL IS 5869.9'

### LEGEND

— P/L —	Property Boundary
---	Building Outline
---	Unit Outline
---	Ceiling Elevation Change Line
---	Unit Tie
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### NOTES

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**CERTIFICATE OF OWNERSHIP**

360 Views L.L.C., a Limited Liability Company organized and existing under the Laws of the State of Idaho and duly qualified to do business in said State of Idaho, do hereby certify that they are the owners in fee simple of the following parcel of land platted hereon:

A parcel of land located within Section 13, Township 4 North, Range 18 East, Boise Meridian, City of Ketchum, Blaine County, Idaho; more particularly described as follows:

Lot 4, within Block 39, of the VILLAGE OF KETCHUM, according to the official Plat thereof, recorded as Instrument Number 302967, records of Blaine County, Idaho.

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

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

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

360 Views, L.L.C. an Idaho Limited Liability Company

\_\_\_\_\_  
Daniel S. Davenport  
Managing Member, 360 Views LLC.

**ACKNOWLEDGMENT**

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

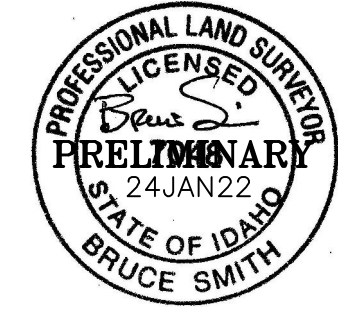
On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, a Notary Public in and for said State, personally appeared Daniel S. Davenport, known or identified to me to be a member of the limited liability company that executed the foregoing instrument, and acknowledged to me that such limited liability company executed the same.

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

\_\_\_\_\_  
Notary Public in and for said State  
Residing in \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

**SURVEYOR'S CERTIFICATE**

I, Bruce Smith, a duly licensed Professional Land Surveyor in the State of Idaho, do hereby certify that this plat of 360 Views Condominiums, is a true and accurate map of the land surveyed under my direct supervision and that it is in accordance with the Idaho State Code relating to plats and surveys.



**BLAINE COUNTY SURVEYOR'S APPROVAL**

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

\_\_\_\_\_  
Sam Young, PLS 11577  
County Surveyor

\_\_\_\_\_  
Date

**KETCHUM CITY ENGINEER'S APPROVAL**

The foregoing plat was approved by \_\_\_\_\_, City Engineer for the City of Ketchum on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
City Engineer

**CITY OF KETCHUM APPROVAL**

I, \_\_\_\_\_, Planner in and for the City of Ketchum, do hereby certify that the foregoing Plat was duly accepted and approved to the Ketchum Subdivision-Ordinance.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Certified By: City Clerk

\_\_\_\_\_  
Date

**COUNTY TREASURER'S APPROVAL**

I, the Undersigned, County Treasurer in and for Blaine County, State of Idaho, per the Requirements of Idaho Code 50-1308, do hereby Certify that any and all Current and/or Delinquent County Property Taxes for the Property included in this Plat of 360 Views Condominiums have been paid in full on this \_\_\_\_\_ day of \_\_\_\_\_, 2022. This Certification is valid for the next thirty (30) days only.

\_\_\_\_\_  
Blaine County Treasurer

**COUNTY RECORDER'S CERTIFICATE**

STATE OF IDAHO }  
COUNTY OF BLAINE } ss

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

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



## WARRANTY DEED

FOR VALUE RECEIVED

Pamela Rae, a single woman

GRANTOR(S), hereby grants, bargains, sells, conveys and warrants unto

360 Views LLC, an Idaho limited liability company

GRANTEE(S) whose current address is: 2345 S. Main St., Salt Lake City, ID 84115

the following described premises, to-wit:

Lot 4 in Block 39, of the VILLAGE OF KETCHUM, as shown on the certified copy of the official map thereof, recorded as Instrument No. 302967, records of Blaine County, Idaho.

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


Dated this 26th day of April, 2019.

A handwritten signature in black ink, appearing to read 'P. Rae', is written over a horizontal line. Below the line, the name 'Pamela Rae' is printed in a sans-serif font.

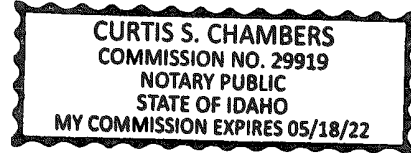
State of Idaho  
County of Blaine

30TH CC

This record was acknowledged before me on 26th day of April, 2019, by Pamela Rae.

  
Notary Public \_\_\_\_\_ 5.18.22 HARLEY, ID  
My Commission Expires: 5.18.22

(STAMP)





**ALTA COMMITMENT FOR TITLE INSURANCE**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**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, STEWART TITLE 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 six months after the Commitment Date, this Commitment terminates and the Company’s liability and obligation end.

Countersigned by:

  
Authorized Countersignature



  
Frederick H. Eppinger  
President and CEO

Blaine County Title, Inc.  
360 Sun Valley Road  
P.O. Box 3176  
Ketchum, ID 83340  
(208) 726-0700

  
Denise Carraux  
Secretary

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance. 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 countersignature by the Company or its issuing agent that may be in electronic form.*

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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;
- (f) Schedule B, Part II - Exceptions; and
- (g) a countersignature 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.
- (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.

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File No. 2022937

ALTA Commitment For Title Insurance 8-1-16 (4-2-18)

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- (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>>.

**STEWART TITLE GUARANTY COMPANY**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.

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# ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

## Requirements

File No.: 2022937- Revision No. 1

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. The Company requires a satisfactory inspection of the land to be made at, or immediately prior to recording the mortgage to be insured. If the inspection discloses any evidence of commencement of a work of improvement, either on-site or off-site, the coverage for mechanic's lien insurance will be deleted from the Policy, unless all the necessary documentation for indemnification has been submitted to the Company (including audited financial statements, draw procedure, all loan documents, any required subordinations, and bonds) and the indemnification has been formally approved by the Company, prior to the recording of the mortgage.
6. If the policies to be issued are in excess of \$5,000,000.00 or involve unusual risks, approval to issue such policies must be obtained from Stewart Title Guaranty Company. This commitment and any policies to be issued are subject to any additional limitations, requirements or exceptions made by Stewart Title Guaranty Company.
7. Delivery to the Company of the Affidavit as to Debts and Liens. Upon acceptance and review of said Affidavit, title will be subject to such further matters as appear necessary and appropriate following such review.
8. Pursuant to the State of Idaho Insurance Regulations, a cancellation fee is to be charged on all cancelled orders. Unless otherwise advised, orders will be considered cancelled six months after the effective date on the Commitment. The amount of the fee assessed shall be in accordance with our rate filing with the Idaho Department of Insurance.

If you should decide to change lenders within six months, this commitment can be transferred to avoid a cancellation charge.

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File No. 2022937

ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

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# ALTA COMMITMENT FOR TITLE INSURANCE

## SCHEDULE B PART II

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

### Exceptions

File No.: 2022937- Amended No. 1

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:

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. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by public record.
3. Any facts, rights, interests, or claims which are not shown by the public records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
4. Easements, liens, or encumbrances, or claims thereof, which are not shown by the public records.
5. Discrepancies, conflicts in boundary lines, shortages in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
6. (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims, or title to water.
7. Any lien or right to a lien for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
8. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. Stewart makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interest that are not listed.
9. General taxes for the year 2020 and subsequent years, which are a lien not yet payable.

Note: General taxes for the year 2019, a lien in the amount of \$7,044.96, which are paid in full. (Parcel No. RP RPK00000390040)

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File No. 2022937

ID ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

Page 1 of 2



# ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

## Exceptions

10. Water, sewer, rubbish charges of the City of Ketchum.
11. Ketchum rubbish charges billed by Clear Creek Disposal.
12. Terms and Conditions contained in that certain Far Exceedance Agreement by and between the City of Ketchum, and 360 View LLC, recorded July 28, 2020 as [Instrument No. 671206](#), records of Blaine County, Idaho.
13. Notices of liens if any, in favor of the State Tax Commission, the Department of Labor and Department of Health and Welfare of the State of Idaho filed in the office of the Secretary of State pursuant to Chapter 19, Title 45, Idaho Code. (The Idaho State Tax Commission electronically files liens with the office of the Secretary of State and not with the Blaine County Recorder. Until final review at closing, title may be subject to such further matters as appear necessary and appropriate following such review.

Item 1 will be removed upon final review at closing, title may be subject to such further matters as appear necessary and appropriate following such review.

Items 2-5 and 7 may be removed upon issuance of any ALTA Extended Coverage Policy.

Copies of all recorded documents outlined in this section are available upon request

NOTE: The following conveyances describing all or a part of the subject property have been recorded within the last 24 months:

Warranty Deed from Pamela Rae, a single woman (grantor) to 360 Views LLC, an Idaho Limited Liability Company (grantee), recorded 04/30/2019 as Instrument No. 659829

NOTE: We find no recorded Judgments or Internal Revenue Liens against 360 Views LLC.

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File No. 2022937

ID ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

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## STG Privacy Notice Stewart Title Companies

### WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
<b>For our everyday business purposes</b> — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
<b>For our marketing purposes</b> — to offer our products and services to you.	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness.	No	We don't share
<b>For our affiliates to market to you</b> — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to <a href="mailto:optout@stewart.com">optout@stewart.com</a> or fax to 1-800-335-9591.
<b>For non-affiliates to market to you.</b> Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

### SHARING PRACTICES

<b>How often do the Stewart Title Companies notify me about their practices?</b>	We must notify you about our sharing practices when you request a transaction.
<b>How do the Stewart Title Companies 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, file, and building safeguards.
<b>How do the Stewart Title Companies collect my personal information?</b>	We collect your personal information, for example, when you <ul style="list-style-type: none"> <li>▪ request insurance-related services</li> <li>▪ provide such information to us</li> </ul> We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
<b>What sharing can I limit?</b>	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

**Contact us:** *If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1360 Post Oak Blvd., Ste. 100, Privacy Officer, Houston, Texas 77056*

## Privacy Notice for California Residents

Pursuant to the California Consumer Privacy Act of 2018 ("CCPA"), Stewart Information Services Corporation and its subsidiary companies (collectively, "Stewart") are providing this **Privacy Notice for California Residents** ("CCPA Notice"). This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users and others who reside in the State of California or are considered California Residents ("consumers" or "you"). Terms used but not defined shall have the meaning ascribed to them in the CCPA.

### Information Stewart Collects

Stewart collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device. Most of the information that Stewart collects in the course of its regular business is already protected pursuant to the Gramm-Leach-Bliley Act (GLBA). Additionally, much of this information comes from government records or other information already in the public domain. Personal information under the CCPA does not include:

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), GLBA and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of personal information from consumers within the last twelve (12) months:

Category	Examples	Collected?
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	YES
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	YES
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment-related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

Stewart obtains the categories of personal information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees or their agents (For example, realtors, lenders, attorneys, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

#### Use of Personal Information

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

#### Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent in the course of your transaction (for example, a realtor or a lender). Stewart may disclose your personal information to a third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- Service providers and vendors (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- Affiliated Companies
- Litigation parties and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations.
- Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

- Category A: Identifiers
- Category B: California Customer Records personal information categories
- Category C: Protected classification characteristics under California or federal law
- Category D: Commercial Information
- Category E: Biometric Information
- Category F: Internet or other similar network activity
- Category G: Geolocation data
- Category H: Sensory data
- Category I: Professional or employment-related information
- Category J: Non-public education information
- Category K: Inferences

#### Consumer Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

## Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

## Deletion Request Rights

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

## Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us either:

- Calling us Toll Free at 1-866-571-9270
- Emailing us at [Privacyrequest@stewart.com](mailto:Privacyrequest@stewart.com)
- Visiting <http://stewart.com/ccpa>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

## Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

#### Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

#### Changes to Our Privacy Notice

Stewart reserves the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will post the updated notice on Stewart's website and update the notice's effective date. **Your continued use of Stewart's website following the posting of changes constitutes your acceptance of such changes.**

#### Contact Information

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described here, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

**Phone:** Toll Free at 1-866-571-9270

**Website:** <http://stewart.com/ccpa>

**Email:** [Privacyrequest@stewart.com](mailto:Privacyrequest@stewart.com)

**Postal Address:** Stewart Information Services Corporation  
Attn: Mary Thomas, Deputy Chief Compliance Officer  
1360 Post Oak Blvd., Ste. 100, MC #14-1  
Houston, TX 77056

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**ARTICLES OF INCORPORATION**

**OF**

**360 VIEWS CONDOMINIUMS HOMEOWNERS' ASSOCIATION, INC.**

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**LAWSON LASKI CLARK, PLLC**

675 Sun Valley Road, Suite A  
P.O. Box 3310  
Ketchum, Idaho 83340  
(208) 725-0055



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**ARTICLES OF INCORPORATION**

**OF**

**360 VIEWS CONDOMINIUMS HOMEOWNERS' ASSOCIATION, INC.**

The undersigned, acting as incorporator(s) of a corporation under the Idaho Nonprofit Corporation Act, adopt the following Articles of Incorporation.

**ARTICLE 1.  
NAME**

The name of the corporation is 360 VIEWS CONDOMINIUMS HOMEOWNERS' ASSOCIATION, INC. hereinafter called "**Association**".

**ARTICLE 2.  
PRINCIPAL OFFICE AND REGISTERED AGENT**

The location and principal office of the Association is 111 N. Washington Ave., Ketchum, ID 83340 and the post office address is Post Office Box 4068, Ketchum, Idaho 83340. The registered agent of the Association is Jared C. Kimball, c/o Lawson Laski Clark, PLLC, 675 Sun Valley Rd., Suite A, Ketchum, ID 83340, Post Office Box 3310, Ketchum, ID 83340.

**ARTICLE 3.  
INCORPORATORS**

The incorporator(s) and their addresses are as follows:

<u>Name</u>	<u>Address</u>
Daniel S. Devenport	2345 S. Main Street. Salt Lake City, UT 84115.
and Martina S. Devenport	

**ARTICLE 4.  
PURPOSE AND POWERS OF THE ASSOCIATION**

**4.1** The purposes for which the Association is formed are: The specific and primary purposes for which the Association is formed are to be a residential real estate management association and to provide for the acquisition, construction, management, maintenance and care of real and personal property held by the Association or commonly held by the members of the Association or located in the development and owned by members of the Association and otherwise to act and be operated as a "**homeowners association**" as defined in Section 528 of the Internal Revenue Code of 1954, as amended.

**4.2** Subject to the provisions of the recorded or to be recorded Declaration of Covenants, Conditions and Restrictions applicable to the development (hereinafter referred to as the "**Declaration**"), the general purposes and powers of the Association are:

(a) To promote the health, safety and welfare of the residents within the development;

(b) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, and any supplemental declaration, applicable to the property and recorded or to be recorded in the Office of the Blaine County Recorder and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

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

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

(e) To borrow money and mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(f) To dedicate, sell or transfer all or any part of the common area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.

(g) To participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional property and common area;

(h) To have and to exercise any and all powers, rights and privileges which a corporation organized under the Nonprofit Corporation Law of the State of Idaho by law may now or hereafter have or exercise.

The foregoing statement of purposes shall be construed as a statement both of purposes and of powers, and purposes and powers in each clause shall in no wise be limited or restricted by reference to or inference from the terms or provisions of any other clause but shall be broadly construed as independent purposes and powers. Notwithstanding any of the above statements of purposes and powers, the Association shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purposes of the Association.

**ARTICLE 5.  
MEMBERSHIP**

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

**ARTICLE 6.  
VOTING RIGHTS**

The authorized number and qualifications of members of the Association, the different classes of members, if any, the property, voting, and other rights and privileges of members, and their liability for assessments and the method of collection thereof, shall be as set forth in the bylaws.

**ARTICLE 7.  
BOARD OF DIRECTORS**

The affairs of this Association shall be managed by a board of directors, who shall be members of the Association. The number of directors may be changed by amendment of the Bylaws of the Association.

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

Daniel S. Devenport                      2345 S. Main Street. Salt Lake City, UT 84115  
and Martina S. Devenport

**ARTICLE 8.  
DISSOLUTION**

The Association may be dissolved as provided by law.

Upon the dissolution of the Association, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the Association, dispose of all of the assets of the Association exclusively for the purposes of the Association in such manner as the Board of Directors shall determine. Any such assets not so disposed of shall be disposed of by the District Court of the Fifth Judicial District of the State of Idaho, in and for Blaine County as said court shall determine.

**ARTICLE 9.  
NONPROFIT LIMITATIONS**

No part of the net earnings of the Association shall inure to the benefit of, or be distributable to, its members, Directors, Officers, or other private persons, except that the Association shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article IV hereof. No substantial part of the activities of the Association shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Association shall not participate in, or intervene in (including the publishing or distribution of statements), any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of these Articles, the Association shall not carry on any other activities not permitted to be carried on by a corporation exempt from federal income tax under Section 501(c)(4) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law).

**ARTICLE 10.  
INDEMNIFICATION AND LIABILITY**

10.1 Indemnification. The Corporation shall indemnify the directors and officers of the Corporation to the fullest extent permitted by law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than the law permitted the Corporation to provide prior to such amendment).

10.2 Limitation on Liability. There shall be no personal liability, either direct or indirect, of any director of the Corporation to the Corporation or its Stockholders for monetary damages for any breach or breaches of fiduciary duty as a director; except that this provision shall not eliminate the liability of a director to the Corporation or to its members for monetary damages for any breach, act, omission, or transaction as to which the law (as in effect from time to time) prohibits expressly the elimination of liability. This provision shall not limit the rights of directors of the Corporation for indemnification or other assistance from the Corporation. Any repeal or modification of the foregoing provisions of this Article by the Stockholders of the Corporation, or any repeal or modification of the law which permits the elimination of liability of directors by this Article, shall not affect adversely any elimination of liability, right, or protection of a director of the Corporation with respect to any breach, act, omission, or transaction of such director occurring prior to the time of such repeal or modification.

**ARTICLE 11.  
DURATION**

The Association shall exist perpetually.

**ARTICLE 12.  
PREEMPTIVE RIGHTS**

There are no provisions granting or denying preemptive rights.

**ARTICLE 13.  
AMENDMENTS**

Amendments of these Articles shall require the vote of the members representing at least fifty-one percent (51%) of each class of the Association members entitled to vote.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Idaho, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Daniel S. Devenport, Incorporator

\_\_\_\_\_  
Martina S. Devenport, Incorporator

STATE OF IDAHO            )  
  )  
County of Blaine         )

Signed (or attested) before me on this \_\_\_\_ day of \_\_\_\_\_, 2021 by Daniel S. Devenport.

\_\_\_\_\_  
Notary Public of Idaho  
Commission Expires: \_\_\_\_\_

STATE OF IDAHO            )  
  )  
County of Blaine            )

Signed (or attested) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by  
Martina S. Devenport.

\_\_\_\_\_  
Notary Public of Idaho  
Commission Expires: \_\_\_\_\_

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**BYLAWS**  
**OF**  
**360 VIEWS CONDOMINIUMS OWNERS' ASSOCIATION, INC.**  
**an Idaho Non-Profit Corporation**

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**Article 1**  
**NAME AND LOCATION**

The name of the association is 360 VIEWS CONDOMINIUMS OWNERS' ASSOCIATION, INC., (hereinafter referred to as the "**Association**"). The Association is organized under the Idaho Nonprofit Corporation Act. The principal office of the Association shall be located in the City of Ketchum, County of Blaine, State of Idaho.

**Article 2**  
**DEFINITIONS**

**2.1 Declaration.** The "**Declaration**" shall mean, collectively, the Condominium Declaration for 360 Views Condominiums and any amendments or supplements thereto recorded or to be recorded pursuant thereto, and applicable to the condominium development commonly known and referred to as 360 Views Condominiums located in Ketchum, Idaho.

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

**Article 3**  
**MEMBERSHIP; VOTING RIGHTS**

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

**Article 4**  
**MEETINGS OF MEMBERS**

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

**4.2 Special Meetings.** Special meetings of the members may be called at any time by the president or by a majority of the board, or upon written request of the members representing at least fifty percent (50%) of the votes in the Association.

**4.3 Notice of Meetings.** Notice of all members meetings, annual or special, shall be hand delivered, sent prepaid United States Mail, or, sent by email if receipt by email is agreed to by a member, and shall be given not less than ten (10) days nor more than fifty (50) days prior to

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the time of said meeting and shall set forth the place, date and hour of the meeting, and the nature of the business to be undertaken. Notices shall be given by, or at the direction of, the secretary or person authorized to call the meeting, and shall be transmitted to each member entitled to vote there at. Notice shall also be given to any mortgagee who has requested to receive notice of such meeting at mortgagee's address last appearing on the books of the Association for the purpose of notice. Mailed notices shall be deemed received 48 hours after same are mailed; notice by hand delivery shall be deemed received upon delivery; notice delivered by email after consent to receive notice by email by member is deemed received upon delivery to the email address appearing on the books of the Association unless a notice of failure of delivery is received by the sending party. Members are obligated to update addresses for Notice with the Association.

**4.4 Quorum.** The presence at any meeting in person, by telephone or video conferencing, or by proxy of members entitled to cast at least fifty percent (50%) of the total votes of all members of the Association shall constitute a quorum. If any meeting cannot be held because a quorum is not present, members representing a majority of the votes present, either in person or by proxy, may adjourn the meeting to a time not less than 48 hours nor more than 30 days from the time the original meeting was called, at which adjourned meeting the quorum requirement shall be at least fifty percent (50%) of said total votes. Any meeting of members whereat a quorum is present may be adjourned for any reason to a time not less than 48 hours nor more than 30 days from the time of such meeting by members representing a majority of the votes present thereat, either in person or by proxy. Notwithstanding the foregoing, meetings to approve the annual budget are subject to the provisions set forth in Section 8.3 of the Declaration.

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

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

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

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

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

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

## **Article 5 DIRECTORS**

**5.1 Number.** Prior to the termination of any Period of Declarant Control, the board shall consist of the number of directors as set forth and determined in accordance with Sections 8.6 and 8.7 of the Declaration, who need not be members and elected in accordance with the provisions of Section 8.7 of the Declaration. Not later than the termination of any Period of Declarant Control, the board shall consist of at least three (3) directors, each of whom shall be elected by the Unit Owners in accordance with the provisions of Section 8.7 of the Declaration. Not more than one representative member from each Unit may serve on the board at the same time.

**5.2 Term of Office.** The directors shall hold terms of two (2) years, except that the terms of two (2) of the initial directors have one (1) year terms. All directors shall hold office until their successors are elected or appointed, as the case may be, and qualified, or until he/she resigns or has been removed in the manner provided for herein. The intent of this provision is to provide that directors have staggered terms.

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

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

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

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

## **Article 6 MEETINGS OF DIRECTORS**

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

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

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

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

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

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

## **Article 7 POWER AND DUTIES OF THE BOARD**

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

**7.2 Duties.** It shall be the duty of the Board:

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

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

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

## **Article 8 OFFICERS AND THEIR DUTIES**

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

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

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

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

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

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

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

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

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

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

(c) **Secretary.** The secretary, or a designated representative approved by the board, shall record, the votes and keep the minutes of all meetings and proceedings of the board and of the members, shall serve notices of meetings of the board and of the members, shall keep

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appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the board.

**(d) Treasurer.** The treasurer, or a designated representative approved by the board, shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the board, shall keep proper books of account, shall cause an annual operating statement reflecting income and expenditures of the Association for its fiscal year to be prepared and shall cause copies of said statement to be distributed to each member within sixty (60) days after the end of such fiscal year, and shall cause an annual budget to be prepared and presented to each member.

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

## **Article 9 COMMITTEES**

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

## **Article 10 ASSESSMENTS**

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

## **Article 11 AMENDMENTS**

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

## **Article 12 GENERAL PROVISIONS**

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

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

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

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

**12.5 Consent to Waiver of Notice.** The transactions at any meeting of the board, however noticed, shall be as valid as though had at a meeting duly held after regular notice if a quorum be present and either before or after the meeting each director not present thereat signs a written waiver of notice or a consent to the holding of such meeting or an approval of the true and correct minutes thereof. All such waivers, consents or approvals shall be filed with the records of the board and made a part of its minutes.

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

### **CERTIFICATE OF SECRETARY**

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, Secretary of 360 Views Condominiums Owners' Association, Inc., an Idaho nonprofit corporation, does hereby certify that the above and foregoing Bylaws were duly adopted by the Board of Directors of said Association on the \_\_\_\_ day of \_\_\_\_\_, 2021, and that they now constitute said bylaws.

\_\_\_\_\_  
Secretary

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Recording Requested By and  
When Recorded Return to:

Blaine County Housing Authority  
P.O. Box 550  
Hailey, ID 83333

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SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

## COMMUNITY HOUSING COVENANT RUNNING WITH THE LAND

This Agreement for Community Housing Covenant Running with the Land ("Covenant") is made and is effective as of the first day of recording of this Covenant ("**Effective Date**"), by and between the 360 Views LLC, an Idaho limited liability company ("**Declarant**") and the BLAINE COUNTY HOUSING AUTHORITY, an Idaho independent public body corporate and politic ("**BCHA**").

### **Section 1: Background.**

To satisfy a condition of approval, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Declarant and BCHA are entering into this Covenant regarding a condominium development platted as 360 Views Condominiums that contains a single unit (Unit A) that will be the subject of this Agreement.

Pursuant to the terms and conditions of this Covenant, Declarant hereby grants to BCHA an interest in the Property. This interest shall be limited to allowing the BCHA to administer the terms and conditions of this Covenant and of the Guidelines but shall not be construed to impair the ability of an owner's association or a mortgagee to remedy a default or foreclose under the terms of homeowners' association covenants or a mortgage and/or deed of trust. Notwithstanding BCHA's interest in the Property, the Declarant is the sole owner of a fee simple estate in the Property.

Except as otherwise specifically provided herein, Declarant and BCHA hereby agree the Property shall be exclusively and permanently dedicated for use and occupancy by an Owner as outlined in the Guidelines and in this Covenant.

Capitalized terms not otherwise defined in this Covenant shall have the meaning ascribed to such terms in Section 2.

### **Section 2: Definitions.**

2.1 "Association" means the 360 Views Condominium Homeowners Association, Inc., an Idaho non-profit corporation.



2.2 "BCHA" is the Blaine County Housing Authority, an Idaho independent public body corporate and politic, and its successors and assigns.

2.3 The "Guidelines" are the Community Housing Guidelines adopted by BCHA and recorded in the official records of Blaine County, Idaho as Instrument No. 681956, as such Guidelines may be amended from time to time. Amendments to the Guidelines will take effect upon recordation in the Official Records of Blaine County, Idaho. No amendment to the guidelines will affect the rights of the holder of a mortgage or deed of trust on the Property recorded prior to the date of recordation of the amendments. No amendment of the Guidelines shall materially adversely affect the rights of Owner without the prior approval of Owner, which approval shall not be unreasonably withheld.

2.4 An "Owner" is either Declarant during Declarant's initial ownership of the Property, a Qualified Buyer who acquires fee simple absolute title to the Property or a Qualified Occupant who rents all or any portion of the Property.

2.5 "Permitted Capital Improvements" are those certain capital improvements described in the Guidelines made to the Property by Owner and/or the Association for which written approval of BCHA had been obtained prior to installation of such improvements on the Property. Permitted Capital Improvements do not include the initial construction costs incurred by Declarant. Except as otherwise provided herein, Permitted Capital Improvements shall not include any changes or additions to the Property made after a casualty pursuant to Section 7.2. Permitted Capital Improvements do not include improvements made to the Property without BCHA approval prior to their installation on the Property.

2.6 The "Property" is that certain real property described in Exhibit "A" attached hereto and incorporated herein. For purposes of this Covenant, the Property shall include, without limitation, all estates, rights, title and interest in and to the Property, at law and in equity, and all buildings, structures, appurtenances, improvements and fixtures associated therewith or attached thereto from time to time. The Property does not include any personal property of the Owner or the Association.

2.7 A "Qualified Buyer" is a person or group of people meeting and in full compliance with the qualifications and conditions set forth in the Guidelines in effect at the date a contract between an Owner and a Qualified Buyer is entered into for the Sale of the Property, including, without limitation, the income requirements applicable to the Property, and who has a complete and current application on file with BCHA at the time a contract for the Sale of the Property is entered into between an Owner and the Qualified Buyer.

2.8 A "Qualified Occupant" is a person or group of people who at the time a lease or rental agreement is entered into between the Owner and Qualified Occupant meet and is in full compliance with the qualifications and conditions set forth in the Guidelines and who has a complete and current application on file with BCHA.

2.9 The terms "Sale," "Sale of" or "to Sell" the Property shall include, without limitation, any transfer, purchase, sale, conveyance, grant, gift, bequest or devise, by merger, consolidation, dissolution, operation of law or otherwise, of the Property or any interest therein, in whole or in

part. The terms Sale, Sale of or to Sell the Property shall not include any grant of easement or partial conveyance for utility or public right-of-way purposes. The terms Sale, Sale of or to Sell the Property shall not include any grant of a security interest in the Property either by mortgage, deed of trust or otherwise, but shall include a Sale due to foreclosure or acceptance of a deed in-lieu of foreclosure.

### **Section 3: Transfer**

3.1 Except as expressly set forth in this Covenant, Owner may only Sell the Property to a Qualified Buyer. Any Sale of the Property must comply with this Covenant. Any Sale of the Property not in compliance with this Covenant is void.

3.2 At such time as an Owner seeks to sell the Property, Owner shall complete, execute and deliver to BCHA a Notice of Intent to Sell as set forth in the Guidelines. Upon receipt of the Notice of Intent to Sell and Owner's compliance with the terms of the Notice of Intent to Sell, BCHA shall notify Owner of the Maximum Sales Price, as determined in accordance with Sections 5, 9.1, 12.3 and 12.4, and provide Owner with Qualified Buyers in accordance with the Guidelines. Owner shall then, in accordance with the Guidelines, offer the Property for Sale for not more than the Maximum Sales Price to the Qualified Buyers provided by BCHA, until an agreement is reached with a Qualified Buyer for the Sale of the Property. Such agreement must comply with the Guidelines. The selling Owner shall not accept or otherwise receive any consideration in excess of the Maximum Sales Price except as otherwise permitted in this Covenant or in the Guidelines.

3.3 In the event Owner, in good faith compliance with the procedures set forth in the Guidelines, exhausts the pool of Qualified Buyers provided by BCHA without entering into an agreement for the Sale of the Property, Owner shall notify BCHA of such occurrence. BCHA may then provide Owner with a supplemental pool of Qualified Buyers and Owner shall proceed with the supplemental pool of Qualified Buyers according to Section 3.2. In the event Owner exhausts the pool of Qualified Buyers, as supplemented, without entering into an agreement for the Sale of the Property, within sixty (60) days after receipt of written notice from Owner of such occurrence, BCHA may purchase the Property for the Previous Sales Price (as defined in Section 5.1) plus any increase for Permitted Capital Improvements, according to the terms and conditions set forth in the Guidelines, or continue to provide Owner with lists of Qualified Buyers until an agreement for the Sale of the Property is reached. Owner's inability to reach an agreement with a Qualified Buyer shall not be grounds to terminate or modify this Covenant. Rather, Owner may need to compromise on the terms of Sale in order to reach an agreement with a Qualified Buyer.

3.4 In the event BCHA determines the Property has reached its functional obsolescence or other just reasons exist, at such time as an Owner seeks to Sell the Property, BCHA may, to the exclusion of a Qualified Buyer, purchase the Property for the Maximum Sales Price plus any increase for Permitted Capital Improvements, in accordance with the Guidelines.

3.5 In the event BCHA becomes the fee owner of the Property, such conveyance of the fee interest to BCHA shall not work a merger of the interests of BCHA as to the Property and this Covenant shall continue to be in full force and effect unless an express written agreement to

the contrary signed and acknowledged by BCHA is recorded in the official records of Blaine County, Idaho.

3.6 At such time as an Owner seeks to rent all or any portion of the Property, Owner shall complete, execute and deliver to BCHA a Notice of Intent to Rent as set forth in the Guidelines. Upon receipt of the Notice of Intent to Rent and Owner's compliance with the terms of the Notice of Intent to Rent, BCHA shall notify Owner of the Maximum Rental Amount, as determined in accordance with Section 5.6. Owner shall then, in accordance with the Guidelines, offer the Property for rent for not more than the Maximum Rental Amount to any Qualified Occupant. Such agreement must comply with the Guidelines. Owner shall not accept or otherwise receive any consideration in excess of the Maximum Rental Amount, except as otherwise permitted in the Guidelines. If the Property is financed through the Idaho Housing and Finance Association, further and more restrictive requirements with respect to rental of the Property to non-owner Occupants may be required.

3.7 In the event Owner, in good faith compliance with the procedures set forth in the Guidelines, is unable to find a Qualified Occupant with whom to enter into an agreement for the rental of the Property, Owner shall notify BCHA of such occurrence. BCHA may then provide Owner with a list of Qualified Occupants from which Owner might seek to enter into a rental agreement in accordance with Section 3.6. In the event Owner exhausts the list of Qualified Occupants, as supplemented, without entering into an agreement for the rental of the Property, BCHA may, at the request of the Owner, continue to provide Owner with lists of Qualified Occupants (if available) until an agreement for the rental of the Property is reached. If the pool of Qualified Occupants is exhausted, Owner's inability to reach an agreement with a Qualified Occupant shall not be grounds to terminate or modify this Covenant. Rather, Owner will need to further compromise in order to reach an agreement with a Qualified Occupant. By providing a list of Qualified Occupants, BCHA does not warrant, represent or guarantee the Qualified Occupant's ability to perform its duties or obligations under the rental agreement. The selection of any Qualified Occupant is at the sole risk of the Owner.

3.8 Owner is advised to seek professional assistance from a lawyer, accountant, licensed real estate salesperson or broker and/or other professionals with regard to the Sale or rental of the Property. BCHA does not represent and is not acting on behalf of Owner, the Qualified Buyer or the Qualified Occupant in the Sale or rental of the Property. BCHA is acting on its own account as to its interest in the Property pursuant to this Covenant and any assistance, forms or directions provided by BCHA or as set forth in the Guidelines are to further BCHA's interest in the Property.

#### **Section 4: Use, Occupancy, Maintenance and Repair Requirements.**

4.1 Owner shall use the Property as the Owner's primary place of residence. For purposes of the preceding sentence, the Property shall be deemed the Owner's primary place of residence if the Owner (a) occupies more than thirty percent (30%) of the interior floor space (85% if the Property is financed by the Idaho Housing and Finance Association), (b) is physically present on and residing in the Property for not less than nine (9) months in every twelve (12) month period, (c) has not accepted employment outside of Blaine County (distinct and isolated projects outside of Blaine County not exceeding ninety (90) days in duration shall

not constitute a violation of this section), and (d) does not own other residential property in Blaine, Butte, Camas, Custer, Gooding, Jerome, Lincoln, Minidoka, or Twin Falls Counties (an Owner whose business is the construction and sale of residential properties or the purchase and resale of residential properties shall not be in violation of this section provided such Owner does not reside in the properties for any length of time). For purposes of the preceding sentence, an Owner is deemed to own other residential property if the Owner controls, directs or appoints or has the ability to control, direct or appoint the occupancy of the residential property or owns, either directly or indirectly, more than a thirty percent (30%) interest in the residential property. In the event an Owner rents all of the Property to a Qualified Occupant, BCHA may, but shall not be obligated to, waive this section provided Owner requests such waiver when delivering the Notice of Intent to Rent.

4.2 Owner shall not use or allow the Property to be used for any business or commercial operation without first obtaining a home occupation permit or otherwise complying with all laws, rules, regulations and permits pertaining to such activities. Owner shall not seek consent to change the zoning designation of the Property without the prior written consent of BCHA, which consent may be granted, conditioned or withheld in BCHA's sole and absolute discretion. Furthermore, no business or commercial operation shall be conducted on the Property which materially interferes with or precludes the Property's use and occupancy as a residence and in no event shall more than 15% of the interior floor space be used for any business or commercial operation. The property shall not be used as a "recreational" or "second home".

4.3 Owner shall at all times, and at its own cost and expense, maintain, repair and/or replace in good, clean and habitable condition the Property and every part thereof, including, without limitation, any home, building or improvement on the Property, the roof, foundation, walls, siding, trim, floors, doors and windows, all electrical, plumbing, sewer, septic and HVAC components, lines and fixtures, all appliances, equipment and systems on the Property, all paved surfaces, all landscaped areas, and any sprinkler systems and water lines, reasonable wear and tear excepted. Such work must be performed in a good and workmanlike manner. Owner shall maintain the landscaped areas of the Property in a neat, clean and healthy condition. Owner shall replace all dead, dying or diseased plants, shrubs and trees. Owner shall provide adequate watering for the landscaped areas, shall mow, trim and prune the landscaped areas as needed for a neat and presentable appearance and shall otherwise keep the Property free of harmful pests, insects and noxious weeds and plants. If Owner refuses or neglects to maintain, repair or replace the Property, or any part thereof, in accordance with this Section, according to the provisions of Sections 11 and 12, BCHA shall have the right, but not the obligation, to perform such maintenance, repair or replacement obligations on behalf of and for the account of Owner. In such event, any costs incurred by BCHA shall be immediately due and payable upon receipt of an invoice therefore according to the terms of Section 12.5.

4.4 Owner shall make or cause to be made all repairs to the Property and perform or cause to be performed all work thereon so as not to permit any waste or deterioration of the Property. Upon the Sale of the Property, Owner shall remove all of Owner's belongings not sold to the Qualified Buyer and leave the Property in a good and clean condition, reasonable wear and tear excepted.

4.5 Owner shall comply with all laws, rules, regulations, and ordinances pertaining to the Property or the use or occupancy of the Property. Owner shall comply with any covenants, restrictions, rules or regulations encumbering the Property, including, without limitation, any covenants, conditions or restrictions imposed by any homeowner's association of which the Property is a part.

4.6 If and for so long as the Association has and exercises management and control over the elements of the Property comprising the common area, Owner shall be relieved of the obligations for such elements under Sections 4.3, 4.4, and 4.5 above.

**Section 5: Maximum Sales Price & Maximum Rental Amount.**

5.1 Except in the case of the Declarant, the "Previous Sales Price" is the amount paid, including any debt assumed, by the Owner towards the purchase price for the Property at the time the Owner purchased the Property. The Previous Sales Price shall not include any fees, interest, points, origination costs, or premiums associated with or arising from any loan on the Property; title insurance premiums, recording fees, or escrow fees; taxes or assessments; utilities; courier, delivery or wire transfer fees; brokerage or real estate salesperson commissions; appraisal fees; inspection fees; legal or accounting costs or fees; document preparation fees; or moving costs. For purposes of Declarant, the Previous Sales Price is the amount agreed to between BCHA and Declarant that Declarant may sell the Property for upon completion and issuance of a certificate of occupancy for the Property. The price agreed to by Declarant and BCHA shall not be subject to increase according to Sections 5.2 or 5.3.

5.2 Except as otherwise set forth in Sections 6.1, 8.4 and 8.5, in no event shall the Property be sold for an amount ("Maximum Sales Price") in excess of the LESSER of:

(a) The Previous Sales Price plus four percent (4%) interest per annum from the date the selling Owner purchased the Property to the date the selling Owner delivers the Notice of Intent to Sell to BCHA (prorated at the rate of 0.33 percent for each whole calendar month in any partial year); or

(b) The Previous Sales Price plus an amount equal to any increase in the cost of living during Owner's ownership of the Property as determined by the Consumer Price Index, Wage Earners and Clerical Workers, United States City Average, All Items (1982-84 = 100) published by the Bureau of Labor Statistics, United States Department of Labor ("Index"). The Previous Sales Price shall be increased by the CPI Increase. The Maximum Sales Price shall be determined according to the following formula:

$I_1$  = Index for the month in which the Owner purchased the Property

$I_2$  = Index published in or prior to the month such Owner delivers the Notice of Intent to sell to BCHA

C = Number of whole calendar months between the date the Owner purchased the Property and the date the Owner delivers the Notice of Intent to sell to BCHA

Maximum Sales Price = Previous Sales Price + (Previous Sales Price ÷ (I<sub>1</sub>/ I<sub>2</sub>) - Previous Sales Price) x (  $\frac{C+1}{C}$  )

In no event shall the Maximum Sales Price ever decrease below the Previous Sales Price due to this calculation. In the event the Bureau of Labor Statistics shall cease to publish the Index, then there shall be substituted for the Index another index published by a nationally recognized financial authority which most accurately approximates the Index as determined in the sole discretion of BCHA. In the event the Index shall be converted to a different standard reference base or otherwise revised, the determination of the Percentage Increase shall be made with the use of such conversion factor, formula or table for converting the Index as may be published by the Bureau of Labor Statistics or, if the Bureau shall not publish the same, then with the use of a conversion factor, formula or table as may be published by any other governmental agency of the United States or nationally recognized publisher of comparable statistical information.

Any debt or other obligation of the Owner assumed by the Qualified Buyer shall be credited against the Maximum Sales Price.

5.3 Notwithstanding Section 5.2 to the contrary, the Maximum Sales Price may be increased by the selling Owner's out-of-pocket cost of Permitted Capital Improvements and Association's out-of-pocket costs of Permitted Capital Improvements allocable to the Property made during the selling Owner's ownership of the Property, provided that such increase shall not exceed ten percent (10%) of the Previous Sales Price. The selling Owner's out-of-pocket cost of Permitted Capital Improvements is a fixed amount and the selling Owner shall not receive a percentage increase on such amount pursuant to Section 5.2. Upon Sale of the Property, the out-of-pocket cost of Permitted Capital Improvements shall be incorporated into the Maximum Sales Price for purposes of determining the next Owner's Previous Sales Price.

5.4 In calculating the costs incurred for Permitted Capital Improvements, only the Owner's and Association's actual out-of-pocket costs and expenses for materials and labor applied to the Property shall be eligible for inclusion. Such amount shall not include costs attributable to the Owner's or occupant's personal labor, loan fees, interest, closing costs, fines, penalties, alternative or temporary housing costs or rent, tools, depreciation, consumables, utilities, and other similar costs and expenses.

5.5 To substantiate the cost of qualifying Permitted Capital Improvements, the Owner must furnish to BCHA along with the Notice of Intent to Sell, original or duplicate receipts, invoices or statements verifying the out-of-pocket costs and expenses, true and correct copies of any building permit or certificate of occupancy, if required, to be issued by the appropriate building department or governmental agency having jurisdiction over the Property with respect to the Permitted Capital Improvements and the written approval of BCHA obtained prior to the installation of the Permitted Capital Improvements.

5.6 In no event shall all or any portion of the Property be rented for a monthly rental amount ("Maximum Rental Amount") in excess of the sum of the Owner's monthly mortgage payment (including principal, interest and insurance), ad valorem taxes (prorated on a monthly

basis), insurance premiums in accordance with section 7.1 (prorated on a monthly basis), homeowner or condominium association dues or fees (prorated on a monthly basis), and the administration rental fee set forth in the Guidelines. In the event only a portion of the Property will be rented, the Maximum Rental Amount will be multiplied by the percentage derived from the number of bedrooms rented by the Qualified Occupant divided by the number of bedrooms on the Property and the result shall be the Maximum Rental Amount payable by the Qualified Occupant. The terms and conditions of the rental, lease or occupancy agreement must comply with the Guidelines. If the Property is financed through the Idaho Housing and Finance Association, further and more restrictive requirements with respect to rental of the Property to non-owner Occupants may be required.

5.7 In order to conform to HUD requirements, the limitation on resale price shall not be construed to limit the Owner to accept a sale price at which reasonable costs of sale and improvements, together with the original purchase price, are not recovered.

## **Section 6: Closing**

6.1 Except in the event of a foreclosure sale, at the closing of any Sale of the Property, the Owner and the Qualified Buyer shall each pay one-half of all escrow fees. Ad valorem taxes and assessments, homeowner association assessments and fees, rents, and utilities shall be prorated as of the date of closing. Owner shall pay the cost to release any monetary liens or encumbrances granted or caused by Owner and all premiums for a standard owner's policy of title insurance in the amount of the purchase price. In the event the Owner agrees to pay the closing costs to be paid by the Qualified Buyer pursuant to this Section 6.1 or any other closing costs to be incurred by the Qualified Buyer as permitted by the Guidelines, the price at which the property sale occurs may be increased to cover the actual expenses paid by the Owner on behalf of the Qualified Buyer provided that such amount shall not exceed three percent (3%) of the Maximum Sales Price.

6.2 The selling Owner shall, at closing, pay an administrative fee to BCHA in an amount equal to three percent (3%) of the actual sales price. Any debt assumed by the Qualified Buyer and the cash value of any services performed or goods delivered shall be included in determining the administrative fee payable to BCHA. The administrative fee is earned by BCHA during the term of Owner's ownership of the Property and helps to support BCHA's activities in monitoring, development, and oversight of the Community Housing program in Blaine County. This fee is independent of any fees required to be paid to licensed real estate brokers or attorneys who may be engaged by Owner or the Qualified Buyer in the Sale of the Property. BCHA may instruct the escrow company to pay the administrative fee directly to BCHA from the selling Owner's proceeds. If FNMA or FHA financing is used, there may be an additional fee charged by BCHA based on the amount financed. The amount of the administrative fee to be paid by the subsequent Owner shall be as set forth in the then current Guidelines and will be distributed to BCHA for its operating account.

6.3 At Closing, the Qualified Buyer shall execute and deliver to BCHA an Acknowledgment of Covenant in accordance with the Guidelines indicating Owner has read and is aware of the terms of this Covenant and the Guidelines and agrees to be bound thereby. A Qualified Buyer's failure to execute or deliver to BCHA an Acknowledgment of Covenant shall

not compromise, minimize or in any way affect the terms, covenants or conditions of this Covenant or BCHA's interest herein and the Qualified Buyer shall nonetheless be bound by and subject to this Covenant.

### **Section 7: Insurance & Casualty**

7.1 Owner shall at all times during Owner's ownership of the Property cause the Association to use commercially reasonable efforts to cause Property to be insured with Causes of Loss – Special Form (formerly known as "All Risk") property insurance in an amount not less than the full replacement cost of all improvements on the Property at the time of loss with like kind and quality (such amount may exceed the Previous Sales Price or Maximum Sales Price of the Property). Such insurance shall be provided by a carrier admitted to engage in the business of insurance in the state of Idaho. No policy will contain a deductible or self-insured retention in excess of three percent (3%) of the Previous Sales Price unless otherwise approved by BCHA. If requested by BCHA, Owner shall cause BCHA to be named as an additional insured as its interests may appear by endorsement acceptable to BCHA and shall promptly deliver to BCHA a copy of Owner's insurance policy in conformance with this section. If the forms of policies required by this section are superseded or no longer available, BCHA will have the right to require other equivalent or better forms.

7.2 If the Property is damaged or destroyed, Owner shall promptly notify BCHA in writing. Owner shall thereafter promptly make a claim on any insurance policy covering such damage or destruction. The mortgagee shall have first claim on such proceeds to the extent necessary to pay mortgage principal and any accrued interest. Owner shall thereafter have the option to either a) utilize the remaining proceeds of any insurance settlement allocable to Owner, together with a new mortgage not to exceed the balance (except with written approval of the BCHA) of any mortgages paid from said settlement to repair or restore the Property to its condition prior to such damage or destruction, unless Owner obtains BCHA's prior written approval to repair or restore the Property to some other condition or state, or b) to take such proceeds from the insurance settlement allocable to Owner as would have been generated from a Sale per the terms of Section 5 of this Covenant (net of mortgages or other obligations paid from the proceeds from the proceeds of the insurance settlement), and assign the balance of the insurance proceeds, together with title to the Property, to the BCHA.

### **Section 8: Encumbrances**

8.1 Owner shall promptly pay when due all monetary liens, taxes, assessments, and encumbrances on the Property and otherwise comply with the terms and provisions of any deed of trust, mortgage or other loan documents pertaining to the Property. Owner shall instruct all lenders and their assigns to copy BCHA on all communications relating to any loan on the Property and within five (5) days after Owner's receipt, Owner shall provide BCHA with copies of any written communications from any lender not delivered to BCHA. In the event that BCHA initiates any enforcement or default action against the Owner, the BCHA shall, within five (5) days after commencement of such action, notify the mortgage holder of such action.

8.2 After any default, late payment, or missed payment on any loan or encumbrance on the Property, or if a nonconsensual lien is filed upon the Property, Owner shall, upon the request



of BCHA, participate in loan counseling, budgeting, financing or distressed loan services, classes or programs.

8.3 Any breach of this Covenant shall not defeat or render invalid the lien of the Association or any mortgage or deed of trust made in good faith for value, but, except as otherwise provided in Sections 8.4 and 8.5, this Covenant shall be binding upon and be effective against any Owner whose title is acquired by foreclosure, trustee's sale or otherwise.

8.4 In the event of any foreclosure of an Association lien or a mortgage or deed of trust in a first priority position on the Property (but subject to this Covenant), such foreclosing party ("Foreclosing Party") may sell the Property through a duly called and noticed foreclosure sale to any person or entity for more than the Maximum Sales Price provided that the foreclosing party strictly adheres to the provisions of this Section 8.4 and Section 8.5.

- (a) The Foreclosing Party is requested, however is not required, to notify BCHA in writing of the pending foreclosure on or before fifteen (15) days after the trustee or beneficiary files for record the notice of default as required by Idaho Code Section 45-1505 (2005) or the mortgagee serves upon the mortgagor an action for foreclosure and thereafter the Foreclosing Party shall send a copy of all notices sent to the Owner to BCHA;
- (b) At any time prior to the foreclosure sale and upon request of BCHA, the Foreclosing Party shall agree to sell, transfer and convey to BCHA the entire debt obligation owed to the Foreclosing Party and take full assignment of the debt obligation, promissory note, and other loan documentation, including foreclosure rights, for the lesser of the Foreclosing Party's gross investment or the estimated net recovery value of the security property. Notwithstanding the aforesaid, and in order to safeguard the Community Housing program, the Owner, and the BCHA from predatory lending practices, no obligation of mortgage principal which exceeded 103% of the Maximum Sales Price of the property at the date said principal obligation was incurred shall be recoverable by any Foreclosing Party.<sup>1</sup> The BCHA may, but shall not be obligated to, purchase the debt obligation for less than the amount calculated if BCHA and the Foreclosing Party so agree; and

8.5 In the event BCHA does not elect to purchase the debt obligation pursuant to Section 8.4(b) and the Foreclosing Party has strictly adhered to Section 8.4, or in the event BCHA has taken assignment of the debt obligation and is the Foreclosing Party, the Foreclosing Party may proceed with the foreclosure action and the Property may be sold for more than the Maximum Sales Price to a person other than a Qualified Buyer. Proceeds, if any, from the foreclosure sale shall be distributed in accordance with this paragraph. Costs of foreclosure, including trustee

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<sup>1</sup> In the event that the Buyer purchased or refinanced the property using certified United States Department of Agriculture—Rural Development (hereinafter cited as USDA RD) funds, subsidies, vouchers or other mortgage assistance products created by USDA RD, that constitute an addition to the principal amount of the original loan, then the foreclosing party may recover up to 100% of the original loan and also the additions of principal created by said USDA-RD products.

services, sheriff's fees, and similar costs, and all amounts due the Foreclosing Party shall have first priority to the sale proceeds. Next, Owner shall be entitled to any amount in excess of the amounts paid in the preceding sentence up to the Maximum Sales Price less the administrative fee due BCHA pursuant to Section 6.2. Any amount remaining from sale proceeds, after payment of the items identified in the previous two sentences, shall be paid to BCHA. Provided that the Foreclosing Party has strictly adhered to the requirements of Sections 8.4 and 8.5 and all rights of redemption or challenges to the validity or enforceability of the foreclosure sale have expired, this Covenant, and the rights of the BCHA hereunder, shall terminate.

8.6 Any deed in lieu of foreclosure shall be subject to the requirements of paragraphs 8.4 and 8.5 with respect to notice to the BCHA, option and rights of the BCHA to purchase or take assignment of the debt obligation, and limitation of the recoverable mortgage principal amount. Provided that party acquiring title through a deed in lieu of foreclosure has strictly adhered to the requirements of Sections 8.4 and 8.5 and all rights of redemption or challenges to the validity or enforceability of said action have expired, this Covenant, and the rights of the BCHA hereunder, shall terminate.

8.7 If the Property is financed under the Mortgage Revenue Bond program administered by the Idaho Housing and Finance Association, the parties to this Covenant understand that various requirements of that program may be more stringent than those set forth in this Covenant and, in such case; the parties agree that those more stringent requirements shall prevail.

8.8 Any encumbrance other than a first mortgage or deed of trust, or having a priority superior to this Covenant must have the prior written approval of BCHA.

### **Section 9: Condemnation.**

9.1 Within ten (10) days after Owner receives any notice that all or any portion of the Property is sought by condemnation, Owner shall notify BCHA. If all or any portion of the Property is taken by eminent domain or conveyed by Owner under threat of condemnation, the Maximum Sales Price, determined as of the date all or any portion of the Property is conveyed to the condemning authority or the valuation date for purposes of the condemnation proceeding, whichever is earlier ("Valuation Date"), shall be decreased by the assessment of damages paid to Owner for the value of or damages to the Property. Thereafter, the adjusted Maximum Sales Price, for purposes of Section 5.2, shall accrue appreciation from the Valuation Date.

9.2 Any assessment of damages paid by the condemning authority for the value of or damages to the Property shall be first utilized to pay the full amount of any existing mortgages, together with any accrued interest thereon. The balance of damage payment proceeds shall be shared between Owner (and secured mortgagees) and BCHA. The amount of the assessment payable to Owner shall be that percentage of the assessment of damages determined by dividing the Maximum Sales Price as of the Valuation Date by the fair market value of the Property as of the Valuation Date less the product of that same percentage and three percent (3%) of the

Maximum Sales Price as of the Valuation Date.<sup>2</sup> The remainder of the assessment shall be payable to BCHA. In the event BCHA and Owner are unable to agree on the fair market value of the Property, within thirty (30) days after receipt of a request by either BCHA or Owner, BCHA and Owner shall each appoint an appraiser who shall be a member of the Appraisal Institute (or substitute organization which certifies and trains appraisers) with at least three (3) years experience in appraising residential real property in the county in which the Property is located. The appointed appraisers shall diligently proceed to appraise the fair market value of the Property, without regard to this Covenant, as of the Valuation Date. If the higher of the two appraisals is more than five percent (5%) of the lower appraisal and the parties cannot agree upon the fair market value of Property, the two appraisers shall together appoint a similarly qualified third appraiser within twenty (20) days after receipt of written demand made by either party. Such third appraiser shall select one of the prior two appraisals which most closely approximates the third appraiser's opinion of the Property's fair market value and the selected appraisal shall conclusively establish the fair market value of the Property as of the Valuation Date. In the event the difference between the first two appraisals is less than five percent (5%), the amount obtained by averaging the respective appraisals shall constitute the fair market value. Each party agrees to pay its respective appraiser's fee plus one-half of the third appraiser's fee. For purposes of this Section, "fair market value" shall mean the amount at which the Property would change hands between a willing buyer and a willing seller, neither being under a compulsion to buy or sell and both having reasonable knowledge of the relevant facts. Furthermore, the existence of any encumbrances on Property (other than this Covenant) and the benefit of putting the Property to its highest and best use considering all factors, shall be taken into consideration when determining the fair market value of the Property.

**Section 10: Indemnity, Waiver and Release.**

10.1 OWNER ACKNOWLEDGES AND AGREES THAT BCHA, ITS AGENTS, EMPLOYEES AND CONTRACTORS, ARE NOT MAKING, HAVE NOT MADE AND EXPRESSLY DISCLAIM ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY QUALIFIED BUYER OR QUALIFIED OCCUPANT AND/OR WITH RESPECT TO ANY ASPECT, FEATURE OR CONDITION OF THE PROPERTY INCLUDING, WITHOUT LIMITATION, THE EXISTENCE OF HAZARDOUS WASTE, THE SUITABILITY OF THE PROPERTY FOR OWNER'S INTENDED USE, OWNER'S ABILITY TO SELL THE PROPERTY FOR THE MAXIMUM SALES PRICE OR IN A TIMELY FASHION OR TO RENT THE PROPERTY TO A QUALIFIED OCCUPANT AT THE MAXIMUM RENTAL AMOUNT, FOR ANY LENGTH OF TIME OR IN A TIMELY FASHION. OWNER, QUALIFIED BUYER AND QUALIFIED OCCUPANT SHALL INDEPENDENTLY VERIFY ALL INFORMATION AND REPORTS REGARDING ANY ASPECT OR FEATURE OF THE PROPERTY, AN OWNER, A QUALIFIED BUYER OR A QUALIFIED OCCUPANT PROVIDED BY BCHA. BCHA DOES NOT GUARANTY THE ACCURACY OF ANY INFORMATION OR REPORTS PROVIDED BY BCHA, IT AGENTS, EMPLOYEES OR CONTRACTORS. TO THE FULLEST EXTENT PERMITTED BY LAW, OWNER AND QUALIFIED BUYER RELEASE BCHA FROM ANY AND ALL LIABILITY RELATING TO ANY ASPECT OR

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<sup>2</sup> Amount payable to Owner = Assessment x  $\frac{MSP - (.03 \times MSP)}{FMV}$  minus balance(s) payable to mortgagee(s).

CONDITION OF THE PROPERTY, KNOWN OR UNKNOWN, FORESEEABLE OR UNFORESEEABLE, ACTUAL OR CONTINGENT, ARISING BY STATUTE, COMMON LAW OR OTHERWISE. AS USED HEREIN "HAZARDOUS WASTE" SHALL MEAN ANY HAZARDOUS WASTE OR POLLUTANTS, CONTAMINANTS OR HAZARDOUS WASTE AS DEFINED BY THE FEDERAL WATER POLLUTION CONTROL ACT, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1990 AND ANY AMENDMENTS THERETO, THE RESOURCE CONSERVATION AND RECOVERY ACT AND ANY AMENDMENTS THERETO OR ANY SIMILAR STATE, LOCAL OR FEDERAL LAW, RULE OR REGULATION, INCLUDING, WITHOUT LIMITATION, ASBESTOS OR ASBESTOS CONTAINING MATERIALS, PCBS, PETROLEUM AND PETROLEUM PRODUCTS AND UREA-FORMALDEHYDE.

10.2 OWNER HEREBY RELEASES AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS BCHA, ITS COMMISSION, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LIABILITY, CAUSES OF ACTION, JUDGMENTS, EXPENSES (INCLUDING ATTORNEY FEES AND ATTORNEY FEES ON ANY APPEAL) (COLLECTIVELY "CLAIMS") ARISING FROM OWNER'S USE OR OCCUPANCY OF THE PROPERTY, AND SHALL FURTHER INDEMNIFY, DEFEND AND HOLD BCHA, ITS COMMISSION AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS ARISING FROM ANY BREACH OR DEFAULT IN THE PERFORMANCE OF ANY OBLIGATION ON OWNER'S PART TO BE PERFORMED UNDER THE TERMS OF THIS COVENANT, OR ARISING FROM ANY ACT, OMISSION OR NEGLIGENCE OF OWNER, OR ANY OF ITS AGENTS, CONTRACTORS, TENANTS, OCCUPANTS OR INVITEES, AND FROM AND AGAINST ALL CLAIMS OR ANY ACTION OR PROCEEDING BROUGHT THEREON; AND IN CASE ANY ACTION OR PROCEEDING BE BROUGHT AGAINST BCHA BY REASON OF ANY SUCH CLAIM, OWNER, UPON NOTICE FROM BCHA, SHALL DEFEND THE SAME AT OWNER'S EXPENSE BY COUNSEL REASONABLY SATISFACTORY TO BCHA. OWNER, AS A MATERIAL PART OF THE CONSIDERATION TO BCHA, HEREBY ASSUMES ALL RISK OF DAMAGE TO PROPERTY OR INJURY TO PERSONS IN, UPON OR ABOUT THE PROPERTY FROM ANY CAUSE AND OWNER HEREBY WAIVES ALL CLAIMS IN RESPECT THEREOF AGAINST BCHA, ITS COMMISSION AND EMPLOYEES EXCEPT THOSE CLAIMS SOLELY CAUSED BY BCHA'S NEGLIGENCE OR WILFUL MISCONDUCT.

10.3 BCHA SHALL NOT BE LIABLE FOR INJURY OR DAMAGE WHICH MAY BE SUSTAINED BY THE PERSON, GOODS, WARES, MERCHANDISE OR PROPERTY OF OWNER, OR ANY OCCUPANTS OR INVITEES TO THE PROPERTY, OR ANY OTHER PERSON IN OR ABOUT THE PROPERTY CAUSED BY OR RESULTING FROM FIRE, STEAM, ELECTRICITY, GAS, WATER OR RAIN, FREEZING, OR LEAKAGE, OBSTRUCTION OR OTHER DEFECTS OF THE PIPES, SPRINKLERS, WIRES, APPLIANCES, PLUMBING, AIR CONDITION, LIGHTING FIXTURES OR OTHER ASPECT OR FEATURES OF THE PROPERTY.

### **Section 11: Default.**

11.1 Upon the expiration of thirty (30) days' (ten [10] days' for the failure to pay money) written notice from any party bound or benefited by this Covenant stating the other party has failed to perform its obligations hereunder, such party shall be deemed to be in default unless such failure to perform is cured within the thirty (30) days (ten [10] days' for the failure to pay money) period, in which case no default shall be deemed to have occurred. Notwithstanding the foregoing sentence, if such default (other than the failure to pay money) cannot be cured within the thirty (30) day period and the defaulting party is diligently working to remedy the default, the cure period shall be extended for such time as is reasonably necessary to cure the default.

11.2 In order to ensure compliance with the provisions of this Covenant, BCHA, by its authorized representative, may inspect the Property between the hours of 8:00 AM and 5:00 PM, Monday through Friday, or at such other time as may be agreed to by Owner and BCHA, after providing the Owner with not less than twenty-four (24) hours' prior written notice.

11.3 Upon receipt of a notice of default and prior to the expiration of the applicable cure period, an Owner may request in writing a hearing before the BCHA Board of Commissioners to determine the merits of the allegations. Upon BCHA's receipt of a hearing request, the remainder of the applicable cure period shall be tolled pending the outcome of the hearing, and a hearing shall be held at the next regularly scheduled meeting of the BCHA Board of Commissioners. If no hearing is requested in writing during such time period and the violation is not cured within the applicable period, the Owner shall be in default of this Covenant. If a hearing is held before the BCHA Board of Commissioners, the decision of the BCHA Board of Commissioners shall be final for purposes of determining if a violation has occurred.

11.4 It is expressly agreed that no breach of this Covenant shall entitle any Owner, Qualified Buyer, Qualified Occupant, BCHA or any other party affected by this Covenant to terminate this Covenant, but such limitation shall not affect in any manner any other rights or remedies which such persons or entities may have hereunder by reason of any breach of this Covenant.

**Section 12: Remedies.**

12.1 In the event of a default or breach of any term, covenant, warranty or provision of this Covenant, the non-defaulting party may at any time thereafter without limiting the exercise of any right or remedy at law or in equity which the non-defaulting party may have by reason of such default or breach;

- (a) Seek specific performance of this Covenant;
- (b) Perform any work, pay any amounts due, or complete any duties or obligations of Owner and otherwise exercise any self-help remedies;
- (c) Enjoin any Sale of or proposed Sale of the Property; and
- (d) Require the immediate Sale of the Property to a Qualified Buyer in accordance with Section 3.2.

12.2 Without limiting any other remedy available to BCHA, in the event an Owner shall accept or otherwise receive consideration in excess of the Maximum Sales Price or Maximum Rental Amount in violation of this Covenant or the Guidelines, such Owner shall immediately pay such amount or the cash equivalent of such amount to BCHA. Such amount shall accrue interest from the date such consideration was received by the Owner to the date paid to BCHA at the rate of eighteen percent (18%) per annum, compounded on an annual basis. Furthermore, Section 14.2 shall apply to any recovery or enforcement action commenced pursuant to this Section.

12.3 In the event of a default by Owner, the Maximum Sales Price shall, upon the date such default first occurred, automatically cease to increase as set out in Section 5.1 and shall remain fixed until the date Owner cures the default.

12.4 In the event that significant damage or reduction in the utility of the Property has occurred during the term of Owner's ownership (other than ordinary wear and tear and functional obsolescence due only to the passage of time), BCHA may reduce the Maximum Sale Price by an amount sufficient to repair the damage or restore the Property's utility as a residence as determined necessary by BCHA in its sole and absolute discretion.

12.5 In the event BCHA pays any amount payable by Owner or incurs any expense due to the default of Owner, such amount shall be immediately due and payable by Owner upon receipt of an invoice from BCHA. Interest shall accrue from the date the invoice is received by Owner to and including the date BCHA receives payment in full at a rate equal to the lesser of (i) the highest rate allowed by law, and (ii) twelve percent (12%) per annum. Furthermore, in the event the Owner does not pay the invoice in full within ten (10) days after receipt, BCHA may file a lien on the Property for the amount of said expenses plus accrued interest as set forth above and such lien shall be effective upon recording in the county in which the Property is located. Upon any Sale of the Property, if the Owner has not previously paid all amounts due BCHA, BCHA shall be paid the amounts it is due from the sale proceeds and any escrow company or closing agent handling the transaction shall be bound to pay such amounts due as though specifically instructed by Owner and Owner agrees to and acknowledges the same. Notwithstanding the foregoing sentence, BCHA's right to the sale proceeds shall not have priority over any lien on the Property recorded prior to any lien filed by BCHA. In the event BCHA does not file a lien for the amounts it is due, BCHA's claim shall be subordinate to any recorded lien on the Property.

**Section 13: Notices.**

All notices given pursuant to this Covenant shall be in writing and shall be given by personal service, by United States certified mail or by United States express mail or other established express delivery service (such as Federal Express) with signature confirmation required, postage or delivery charge prepaid, addressed to the appropriate party at the address set forth below. If a notice is delivered to Owner by personal service or by United States express mail or other established express delivery service (such as Federal Express), such notice may be delivered to the Property. If a notice must be given to a person other than one designated below or otherwise sent to Owner, such notice shall be sent to the person and address shown on the then current real property tax rolls of the county in which the Property is located. All notices given to the appropriate party shall be sent to the address set forth below:

To Declarant:           360 Views LLC  
                                  2345 S. Main St.  
                                  Salt Lake City, UT 84115

To BCHA:                 Director  
                                  BLAINE COUNTY HOUSING AUTHORITY

P.O. Box 550  
Hailey, ID 83333

The person and address to which notices are to be given may be changed at any time by such party upon written notice to the other party. All notices given pursuant to this Covenant shall be deemed given upon receipt.

For the purpose of this Covenant, the term "receipt" shall mean the earlier of any of the following: (i) the date of delivery of the notice or other document to the address specified pursuant to Section 13.1 as shown on the return receipt, (ii) the date of actual receipt of the notice or other document by the person or entity specified pursuant to 13.1, or (iii) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of (a) the date of the attempted delivery or refusal to accept delivery, (b) the date of the postmark on the return receipt, or (c) the date of receipt of notice of refusal or notice of non-delivery by the sending party.

#### **Section 14: General Provisions**

14.1 This Covenant shall be a permanent burden on the Property, for the benefit of BCHA, and shall run with the land.

14.2 In the event any party bound or affected by this Covenant initiates or defends any legal action or proceeding in any way connected with this Covenant, the prevailing party in any such action or proceeding (in addition to any other relief which may be granted, whether legal or equitable), shall be entitled to recover from the losing party in any such action its reasonable costs and attorneys' fees (including, without limitation, its reasonable costs and attorneys' fees on any appeal). All such costs and attorneys' fees shall be deemed to have accrued on commencement of any legal action or proceeding and shall be enforceable whether or not such legal action or proceeding is prosecuted to judgment.

14.3 Whenever possible, each provision of this Covenant and any other related document shall be interpreted in such a manner as to be valid under applicable law; but if any provision of any of the foregoing shall be invalid or prohibited under said applicable law, such provisions shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provisions of this Covenant or related document.

14.4 The laws of Idaho, without giving effect to its choice of law principles, govern all matters with respect to this Covenant, including all tort claims.

14.5 This Covenant shall inure to the benefit of and be binding upon the Owners, their heirs, personal representatives, successors and assigns, and upon any person or entity acquiring the Property, or any portion thereof, or any interest therein, whether by merger, consolidation, dissolution, operation of law or otherwise; provided, however, that if any Owner Sells all or any portion of the Property in accordance with this Covenant, such Owner shall thereupon be released and discharged from any and all obligations as Owner in connection with the Property arising under this Covenant after the Sale but shall remain liable for all obligations arising under this Covenant prior to the Sale. The new Owner of the Property or any portion thereof (including, without limitation, any Owner who acquires its interest by foreclosure, trustee's sale

or otherwise) shall be liable for all obligations arising under this Covenant with respect to the Property or portion thereof after the date of Sale.

14.6 This Covenant may only be amended by a written agreement signed by Owner and BCHA that identifies itself as an amendment to this Covenant.

14.7 Paragraph or section headings within this Covenant are inserted solely for convenience of reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.

14.8 The parties to this Covenant, and Owners, agree to execute such further documents and take such further actions as may be reasonably required to carry out the provisions and intent of this Covenant or any agreement or document relating hereto or entered into in connection herewith.

14.9 BCHA may amend the Guidelines at any time in its sole and exclusive discretion.

14.10 The failure of BCHA to insist upon strict performance of any terms, covenants or conditions of this Covenant shall not be deemed a waiver of any rights or remedies BCHA may have and shall not be deemed a waiver of any subsequent breach or default in the performance of any terms, covenants or conditions of this Covenant by the same or any other person or entity. A party for whose benefit a condition is inserted herein shall have the unilateral right to waive such condition.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the day and year above first written.

THE BLAINE COUNTY HOUSING  
AUTHORITY

DECLARANT:  
360 Views LLC, an Idaho limited liability  
company

By: \_\_\_\_\_  
Title: Chair, Board of Commissioners

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



STATE OF \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a notary public in and for the State of Idaho, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, a(n) \_\_\_\_\_, known to me, or proven to me by oath and identification, to be the person whose name is subscribed to this instrument, and acknowledged to me under oath that he/she executed the same on behalf of said company.

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

Name: \_\_\_\_\_  
Notary Public for Idaho  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a notary public in and for the State of Idaho, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, a(n) \_\_\_\_\_, known to me, or proven to me by oath and identification, to be the person whose name is subscribed to this instrument, and acknowledged to me under oath that he/she executed the same on behalf of said company.

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

Name: \_\_\_\_\_  
Notary Public for Idaho  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

# Exhibit “A”

## Legal Description of Property

Unit A as shown on the Condominium Map for 360 Views Condominiums recorded in the records of Blaine County Idaho as instrument No. \_\_\_\_\_, Blaine County, Idaho, and according to the official plat thereof, recorded \_\_\_\_\_, \_\_\_\_\_, as Instrument No. \_\_\_\_\_, and as described in in the Condominium Declaration for 360 Views Condominiums recorded in the records of Blaine County, Idaho, as Instrument No. \_\_\_\_\_.

DRAFT