City of Ketchum

# CITY COUNCIL MEETING AGENDA MEMO

| | | | |
|---|---|---|---|
| Meeting Date: | July 9, 2026 | Staff Member/Dept: | Genoa Beiser, Associate Planner<br>Planning and Building Department |

| | |
|---|---|
| Agenda Item: | Recommendation to review and approve Townhouse Subdivision Preliminary Plat P26-009 for the Chalets at Warms Springs and adopt Findings of Fact, Conclusions of Law, and Decision |

Recommended Motion:

"I move to approve Townhouse Subdivision Preliminary Plat P26-009 for The Chalets at Warm Springs and adopt the Findings of Fact, Conclusions of Law, and Decision."

Reasons for Recommendation:

- The applicant submitted a Townhouse Subdivision Preliminary Plat Application (P26-009) after approval of Design Review (P24-063) on December 9, 2025 and approval of FAR Exceedance Agreement 27005 on March 25, 2026.
- The Planning and Zoning Commission held a public hearing for the application on June 4, 2026. The Planning and Zoning Commission gave a unanimous recommendation of approval to City Council and adopted Findings of Fact, Conclusions of Law, and Decision at the June 17, 2026 Planning and Zoning Commission meeting.

Policy Analysis and Background:

The applicant submitted a Townhouse Subdivision Preliminary Plat application delineating 12 townhouse sublots, easements, and common area. The property is located at 108 Ritchie Drive (the "subject property") and will contain 12 townhomes within 6 detached buildings. The subject property is zoned Tourist 3000 (T-3000) and is currently vacant. The townhouse sublots range in size from approximately 2,700 to 3,400 square feet. The units within the development are proposed to be accessed by a private road entering from Ritchie Drive. Each townhouse has dedicated garage parking within each unit.

Based on approval of the Design Review application, approval of the FAR Exceedance Agreement, and staff review of the Townhouse Subdivision Preliminary Plat application, the preliminary plat complies with the previously approved applications and is in conformance with all requirements, standards, and criteria for Townhouse Subdivision Preliminary Plats. For a thorough analysis and preliminary plat standards evaluation, please see Attachment 3: Draft Findings of Fact, Conclusions of Law, and Decision or Attachment 4: Staff Report – Planning and Zoning Commission June 4, 2026.

The approved Design Review and FAR Exceedance Agreement are referred to for background and are not subject to further review. The Townhouse Subdivision Preliminary Plat is the only application currently within the purview of the Council to make a decision on.

Sustainability Impact:

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|---|
| None |

Financial Impact:

| | |
|---|---|
| None | The application currently under review has no financial implications for the City.<br><br>A FAR Exceedance Agreement 27005 associated with the development was approved at City Council on March 25, 2026 and will result in a $2,244,561 community housing in-lieu fee. |

Attachments:

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|---|
| 1. Townhouse Subdivision Preliminary Plat |
| 2. Application Materials |
| 3. Draft Findings of Fact, Conclusions of Law, and Decision |
| 4. Staff Report – Planning and Zoning Commission June 4, 2026 |

City of Ketchum

# ATTACHMENT 1

Townhouse Subdivision Preliminary Plat

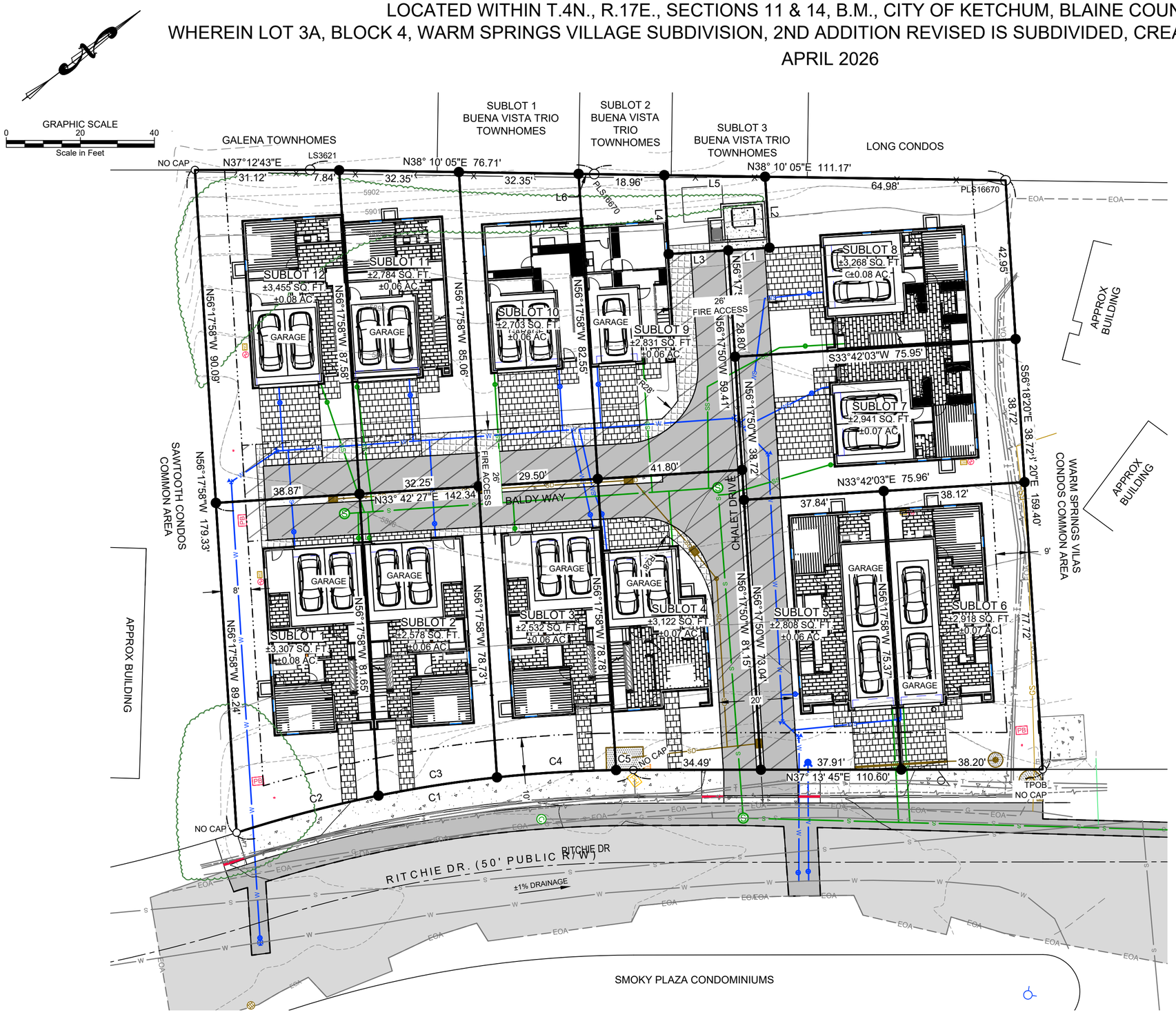
A PRELIMINARY PLAT SHOWING

# THE CHALETS AT WARM SPRINGS

LOCATED WITHIN T.4N., R.17E., SECTIONS 11 & 14, B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO

WHEREIN LOT 3A, BLOCK 4, WARM SPRINGS VILLAGE SUBDIVISION, 2ND ADDITION REVISED IS SUBDIVIDED, CREATING TOWNHOUSE SUBLOTS 1 - 12

APRIL 2026




## LEGEND

- PROPERTY LINE
- PROPOSED SUBLOT LINES
- ADJOINER'S LOT LINE
- ROAD CENTERLINE
- 5' CONTOUR INTERVAL (EXISTING)
- 1' CONTOUR INTERVAL (EXISTING)
- 5' CONTOUR INTERVAL (PROPOSED)
- 1' CONTOUR INTERVAL (PROPOSED)
- DRIPLINE OF VEGETATION
- FENCE LINE
- EXISTING ASPHALT
- GAS LINE
- UNDERGROUND TELEPHONE LINE
- UNDERGROUND POWER LINE
- STORM DRAIN PROPOSED
- SANITARY SEWER MAIN LINE
- SANITARY SEWER MAIN LINE PROPOSED
- SANITARY SEWER SERVICE PROPOSED
- WATER MAIN LINE
- WATER MAIN LINE PROPOSED
- WATER SERVICE PROPOSED
- EXISTING CONCRETE
- CONSTRUCT ASPHALT ROADWAY / ASPHALT REPAIR
- CONSTRUCT CONCRETE 7' SIDEWALK, CURB AND GUTTER
- 6" ROLLED C&G
- CURB TRANSITION
- ZERO REVEAL CURB AND GUTTER
- CONSTRUCT CONCRETE VALLEY GUTTER 24" WIDE
- CONSTRUCT CONCRETE DRIVEWAYS. WIDTH VARIES
- INSTALL SITE PAVERS. SEE LANDSCAPE PLAN
- INSTALL SITE GRASS PAVE
- GAS VALVE
- TELEPHONE RISER
- POWER TRANSFORMER PROPOSED
- STORM CATCH BASIN PROPOSED
- WATER MANHOLE
- WATER VALVE
- EXISTING FIRE HYDRANT
- FIRE HYDRANT PROPOSED
- SEWER MANHOLE PROPOSED
- SEWER CLEANOUT PROPOSED
- DUPLEX SEWER GRINDER PUMP PROPOSED
- GAS METER PROPOSED
- ELECTRICAL METER PROPOSED
- CATCH BASIN
- DRY WELL
- SIGN
- FOUND 5/8" REBAR (MARKED AS NOTED)
- FOUND 1/2" REBAR (MARKED AS NOTED)
- 5/8" REBAR MARKED "PLS 22869" TO BE SET


OWNER/SUBDIVIDER:
108 - 110 RITCHIE LLC
PO BOX 14001-174
KETCHUM, ID 83340

SURVEYOR:
MARK VAN DUSER
GALENA-BENCHMARK ENGINEERING
PO BOX 733
KETCHUM, ID 83340

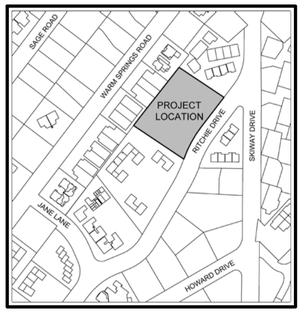

| LINE TABLE | | |
|---|---|---|
| LINE # | LENGTH | DIRECTION |
| L1 | 11.17' | N33°42'03"E |
| L2 | 19.22' | N56°17'57"W |
| L3 | 15.98' | S33°42'03"W |
| L4 | 21.34' | N55°53'07"W |
| L5 | 27.23' | N38°10'05"E |
| L6 | 4.18' | N38°10'05"E |

| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| CURVE # | LENGTH | RADIUS | DELTA | CHORD DIRECTION | CHORD LENGTH |
| C1 | 108.91' | 351.11' | 17°46'24" | S28° 18' 24"W | 108.48' |
| C2 | 39.63' | 351.11' | 6°28'01" | S22° 39' 13"W | 39.61' |
| C3 | 32.39' | 351.11' | 5°17'10" | S28° 31' 49"W | 32.38' |
| C4 | 32.26' | 351.11' | 5°15'52" | S33° 48' 20"W | 32.25' |
| C5 | 4.63' | 351.11' | 0°45'20" | S36° 48' 56"W | 4.63' |

## NOTES

1. SEE SHEET 2 FOR EASEMENTS.
2. SEE SHEET 3 FOR SURVEYOR NARRATIVE, NOTES.

VICINITY MAP
N.T.S.




PROFESSIONAL LAND SURVEYOR
LICENSE
22869
STATE OF IDAHO
MARK W. VAN DUSER
PRELIMINARY

A PRELIMINARY PLAT SHOWING
THE CHALETS AT WARM SPRINGS
BLOCK 4, LOT 3A
WARM SPRINGS VILLAGE, 2ND ADD. REV.

GALENA-BENCHMARK ENGINEERING
KETCHUM, IDAHO

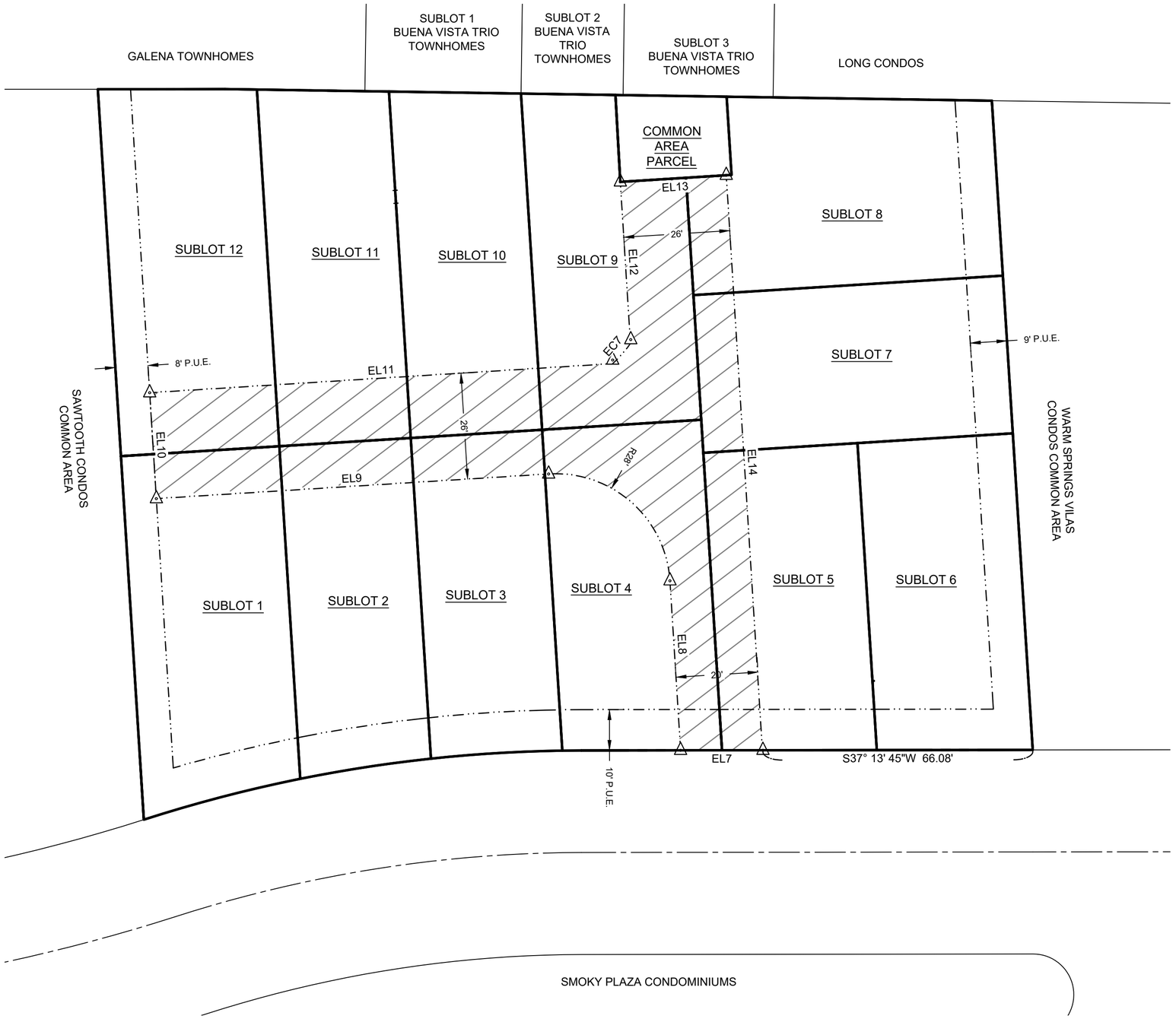
A PRELIMINARY PLAT SHOWING

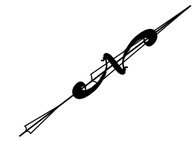
# THE CHALETS AT WARM SPRINGS

LOCATED WITHIN T.4N., R.17E., SECTIONS 11 & 14, B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO

WHEREIN LOT 3A, BLOCK 4, WARM SPRINGS VILLAGE SUBDIVISION, 2ND ADDITION REVISED IS SUBDIVIDED, CREATING TOWNHOUSE SUBLOTS 1 - 12

APRIL 2026



GRAPHIC SCALE

0 20 40

Scale in Feet

## LEGEND

- PROPERTY LINE
- PROPOSED SUBLOT LINES
- ADJOINER'S LOT LINE
- ROAD CENTERLINE
- PUBLIC UTILITY EASEMENT (WIDTH AS NOTED)
- ACCESS AND PUBLIC UTILITY EASEMENT (WIDTH AS NOTED)
- FOUND 1/2" REBAR (MARKED AS NOTED)
- CALCULATED POINT (NOTHING SET)

| EASEMENT CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| CURVE # | LENGTH | RADIUS | DELTA | CHORD DIRECTION | CHORD LENGTH |
| EC6 | 43.98' | 28.00' | 90°00'00" | S78° 42' 02"W | 39.60' |
| EC7 | 6.63' | 28.00' | 13°34'25" | N11° 17' 58"W | 6.62' |

| LINE TABLE | | |
|---|---|---|
| LINE # | LENGTH | DIRECTION |
| EL7 | 20.04' | S37°13'45"W |
| EL8 | 41.61' | S56°17'58"E |
| EL9 | 96.29' | N33°42'02"E |
| EL10 | 26.00' | S56°17'58"E |
| EL11 | 113.61' | N33°42'02"E |
| EL12 | 39.65' | S56°17'58"E |
| EL13 | 25.98' | S33°42'12"W |
| EL14 | 141.15' | S56°17'58"E |

NOTES.

1. SEE SHEET 3 FOR SURVEYOR NARRATIVE AND NOTES.

## EASEMENTS

PROFESSIONAL LAND SURVEYOR
LICENSED
23489
STATE OF IDAHO
PATRK W. VAN DUSER
PRELIMINARY

A PRELIMINARY PLAT SHOWING
THE CHALETS AT WARM SPRINGS
BLOCK 4, LOT 3A
WARM SPRINGS VILLAGE, 2ND ADD. REV.

GALENA-BENCHMARK ENGINEERING
KETCHUM, IDAHO


Job No. 23263

A PRELIMINARY PLAT SHOWING

# THE CHALETS AT WARM SPRINGS

LOCATED WITHIN T.4N., R.17E., SECTIONS 11 & 14, B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO

WHEREIN LOT 3A, BLOCK 4, WARM SPRINGS VILLAGE SUBDIVISION, 2ND ADDITION REVISED IS DIVIDED CREATING TOWNHOUSE SUBLOTS 1 - 12

APRIL 2026

## SURVEY NARRATIVE:

1. THE PURPOSE OF THIS PRELIMINARY PLAT IS TO SUBDIVIDE LOT 3A, BLOCK 4, WARM SPRINGS VILLAGE SUBDIVISION, 2ND ADDITION REVISED, INTO 12 TOWNHOUSE SUBLOTS AS SHOWN HEREON, TO SHOW PRE-CONSTRUCTION SITE INFORMATION AS IT EXISTED ON THE DATE THE FIELD SURVEY WAS PERFORMED IN RELATION TO PLATTED LOT LINES, AND TO SHOW PROPOSED UPDATES TO THE SUBJECT PROPERTY. CHANGES MAY HAVE OCCURRED TO SITE CONDITIONS SINCE SURVEY DATE. EXTERIOR LOT LINES ARE BASED ON FOUND MONUMENTS. ALL FOUND MONUMENTS WERE ACCEPTED AS EITHER ORIGINAL CORNERS, OR REPLACEMENTS OF ORIGINAL CORNERS. SET MONUMENTS ARE ESTABLISHING NEW SUBLOT BOUNDARIES.

2. BASIS OF BEARINGS IS IDAHO STATE PLANE COORDINATE SYSTEM, NAD83, CENTRAL ZONE AS DERIVED BY GPS OBSERVATIONS. ALL DISTANCES SHOWN ARE GROUND DISTANCES IN FEET.

VERTICAL DATUM: ELEVATIONS BASED ON NAVD 88 (GEOID18) DATUM UTILIZING SMARTNET CORS STATION IDKM.

3. REFERENCED SURVEYS:
   - 3.A. WARM SPRINGS VILLAGE 2ND ADDITION, INST. NO. 103120.
   - 3.B. WARM SPRINGS VILLAGE SUBDIVISION, 2ND ADDITION REVISED, INST. NO. 117271.
   - 3.C. SAWTOOTH CONDOMINIUMS, INST. NO. 152204.
   - 3.D. WARM SPRINGS VILAS, INST. NO. 169404.
   - 3.E. WARM SPRINGS VILAS ADDENDUM, INST. NO. 193773.
   - 3.F. WARM SPRINGS VILAS: UNITS 1A, 2A, 3A & 4A, INST. NO. 501214.
   - 3.G. RECORD OF SURVEY, LOTS 3 & 4, BLOCK 4, WARM SPRINGS VILLAGE 2ND ADDITION REVISED, INSTRUMENT NUMBER 692364.
   - 3.H. LOT 3A, BLOCK 4, WARM SPRINGS VILLAGE SUBDIVISION, SECOND ADDITION REVISED, INSTRUMENT NUMBER 698773.

4. BOUNDARY DIMENSIONS SHOWN HEREON ARE MEASURED. FOR RECORD DIMENSIONS, SEE REFERENCED SURVEYS.

5. THIS MAP WAS PREPARED FOR THE EXPRESS USE OF THE CLIENT AND IS NOT TRANSFERABLE TO OTHERS WITHOUT WRITTEN CONSENT BY GALENA-BENCHMARK ENGINEERING AND IS NOT VALID OR TO BE USED BY OTHER PARTIES FOR ANY REASON INCLUDING BUT NOT LIMITED TO REAL ESTATE TRANSACTIONS, BUILDING APPLICATIONS, PERMITS, ETC.

8. TITLE POLICY BY STEWART TITLE GUARANTY COMPANY, FILE NO. 2124145, DATED OCTOBER 11, 2024. CERTAIN INFORMATION CONTAINED WITHIN SAID POLICY MAY NOT APPEAR ON THIS MAP OR MAY AFFECT ITEMS SHOWN ON THIS MAP.

9. ELECTRONIC DATA: GALENA-BENCHMARK ENGINEERING ACCEPTS NO RESPONSIBILITY OR LIABILITY FOR THE REUSE, DISTRIBUTION OR ACCURACY OF DATA CONTAINED ON ELECTRONIC COPIES OF THIS DRAWING. THE STAMPED HARD COPY OF THIS DRAWING IS THE FINAL PRODUCT.

10. THIS DRAWING IS VOID AFTER 2 YEARS AND NO FURTHER COPIES OR DIGITAL FILES WILL BE TRANSMITTED.

11. BUILDING AREA: BUILDING SETBACK AND FOOTPRINT REQUIREMENTS ARE PER CITY OF KETCHUM ORDINANCES.

12. GENERAL RESTRICTIONS : EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS MAP, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT OF REAL ESTATE: EASEMENTS, OTHER THAN THOSE SHOWN OR LISTED HEREON, BUILDING SETBACK LINES, RESTRICTIVE COVENANTS, SUBDIVISION RESTRICTIONS, ZONING, WETLANDS, AVALANCHE OR ANY OTHER LAND-USE REGULATIONS OR HAZARDS.

## NOTES

13. ALL NEW UTILITIES SHALL BE INSTALLED UNDERGROUND.

14. COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE CHALETS AT WARM SPRINGS ARE RECORDED UNDER INST. NO. _____, RECORDS OF BLAINE COUNTY, IDAHO.

15. THE WATER MAIN ON THE PROPERTY SHALL BE A PRIVATE LINE AND NOT OWNED NOR MAINTAINED BY THE CITY OF KETCHUM. THE SEWER MAIN WILL BE OWNED AND MAINTAINED BY THE CITY OF KETCHUM. THE CITY WILL NOT BE RESPONSIBLE FOR REPAIR AND/OR MAINTENANCE TO THE SNOW MELT SYSTEM OR PAVERS WHICH MAY RESULT FROM THE CITY REPAIRING AND/OR MAINTAINING THE PUBLIC SEWER MAIN.

16. A VARIABLE-WIDTH PRIVATE ROADWAY, PUBLIC UTILITY, & EMERGENCY ACCESS EASEMENT IS GRANTED AS SHOWN HEREON.

17. THE PRIVATE ROADWAY ACCESS IS NOT OWNED NOR MAINTAINED BY THE CITY OF KETCHUM. SAID ROADWAY ACCESS IS A FIRE TRUCK AND EMERGENCY SERVICES ACCESS AND SHALL BE KEPT CLEAR OF OBSTRUCTIONS YEAR-AROUND.

18. ROAD NAMES, AS SHOWN HEREON, ARE TEMPORARY AND ARE SUBJECT TO CHANGE PRIOR TO FINAL PLAT.

19. SURFACE PARKING OUTSIDE OF DESIGNATED GARAGES IS PROHIBITED ON ALL SUBLOTS.

20. ALL TOWNHOUSE OWNERS SHALL HAVE MUTUAL RECIPROCAL EASEMENTS FOR ACCESS AND EXISTING & FUTURE PUBLIC AND PRIVATE UTILITIES INCLUDING, BUT NOT LIMITED TO, MECHANICAL VAULTS, WATER, CABLE TV, SEWER, NATURAL GAS, TELEPHONE, AND ELECTRIC LINES OVER, UNDER AND ACROSS THEIR TOWNHOUSE SUBLOTS FOR THE REPAIR, MAINTENANCE AND REPLACEMENT THEREOF.

21. GARAGE SPACE SHALL NOT BE CONVERTED TO LIVING SPACE OR USES OTHER THAN PARKING OF VEHICLES AND HOUSEHOLD STORAGE. GARAGE(S) MAY NOT BE CONDOMINIUMIZED, SOLD AND/OR OWNED SEPARATE FROM THE CORRESPONDING DWELLING UNIT WITHIN THE TOWNHOUSE DEVELOPMENT.

22. THE TOWNHOUSE SUBLOTS SHOWN HEREON ARE CONSIDERED AS ONE (1) LAND LOT. COVERAGE REQUIREMENTS AND OTHER BULK REGULATIONS PER THE CITY OF KETCHUM ORDINANCES APPLY TO THE SUBLOTS AS ONE PARCEL.

23. A VARIABLE-WIDTH PUBLIC UTILITY EASEMENT IS GRANTED ALONG THE EASTERLY, SOUTHERLY AND WESTERLY EXTERIOR BOUNDARIES OF THE SUBDIVISION AS SHOWN HEREON.

24. THIS DEVELOPMENT IS SUBJECT TO THE FAR EXCEEDANCE AGREEMENT RECORDED AS INST. NO. _____.

25. TREE LOCATIONS AND DRIP LINES IF SHOWN HEREON ARE APPROXIMATE.

26. CONTOUR INTERVAL: 1' .

27. MAP SCALE: DUE TO ELECTRONIC MAP DELIVERY AND ALTERNATE PRINTING METHODS, PLEASE USE BAR SCALE TO DETERMINE ACTUAL PRINTED SCALE.

28. THE PROPERTY IS CURRENTLY ZONED T-3000.

PROFESSIONAL LAND SURVEYOR
LICENSED
23263
STATE OF IDAHO
MARK W. VAN DUSER
PRELIMINARY

A PRELIMINARY PLAT SHOWING
THE CHALETS AT WARM SPRINGS
BLOCK 4, LOT 3A
WARM SPRINGS VILLAGE, 2ND ADD. REV.

GALENA-BENCHMARK ENGINEERING
KETCHUM, IDAHO


Job No. 23263

City of Ketchum

# ATTACHMENT 2

Application Materials

# DECLARATION

# OF

# COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

# FOR THE

# THE CHALETS AT WARM SPRINGS

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**DECLARATION OF**

**COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS**

**FOR**

**THE CHALETS AT WARM SPRINGS**

This Declaration of Covenants, Conditions, Restrictions and Easements for The Chalets at Warm Springs (this "**Declaration**") is made effective as of the date this Declaration is recorded in the real property records of Blaine County, Idaho (the "**Effective Date**") by 108-110 Ritchie, LLC, a Nevada limited liability company ("**Developer**"). Capitalized terms are defined in Article 1 or elsewhere in this Declaration.

WHEREAS, Developer has or will record the final plat for Warm Springs Townhomes, a copy of which is attached hereto as Exhibit A (the "**Initial Plat**") in the real property records of Blaine County, Idaho.

WHEREAS, Developer desires to record this Declaration to subject the land included in the Initial Plat, excluding the portion thereof dedicated to the public as public streets (the "**Community**") to set forth the covenants, conditions, restrictions and easements that will apply to the Community, all of which are designed to protect, enhance and preserve the value, desirability and attractiveness of the Community, and to ensure that the Community is developed in a well-integrated and high-quality manner.

NOW, THEREFORE, Developer hereby declares that the Community, and each Lot and portion thereof, will be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved in accordance with this Declaration. This Declaration: (a) runs with the land; (b) is binding upon, and inures to the benefit of, any person or entity having or acquiring any right, title or interest in any Lot or portion of the Community; and (c) inures to the benefit of and is binding upon Developer.

## ARTICLE 1 SELECT DEFINITIONS

In addition to the terms defined elsewhere in this Declaration, the following terms have the following meanings. Words not defined in this Declaration will have their ordinary meanings, except that words that have well-known real estate industry meanings will have the real estate industry meanings.

"**Assessments**" means the Regular Assessments, Special Assessments, Limited Assessments and Transfer Assessments, and for each together with any late charges, interest and costs incurred in collecting the same, including attorneys' fees.

"**Association**" means The Chalets at Warm Springs Owners Association, Inc., an Idaho nonprofit corporation, and is the "homeowner's association" as defined in Idaho Code § 55-3203. In the Community Documents and elsewhere, the Association may sometimes be called the "Warm Springs Homeowners Association" or words of similar import.

"**Board**" means the Board of Directors of the Association, and is the "board" as defined in Idaho Code § 55-3203.

"**Common Area**" means each of the following real property interests: (a) any Lots that are identified as to be owned or maintained by the Association on any Plat, including the private road/street (defined in Article 8); (b) any real property interest designated as Common Area by Developer on any Supplemental Declaration (provided that Developer then owns the real property interest); (c) any real property interest conveyed to, and accepted by, the Association as Common Area; and (d) any lease, license or other right for amenities or facilities held by the Association.

**"Common Improvements**" means any Improvements owned, maintained or managed by Association, whether or not the Improvements are located in Common Area. Common Improvements shall include the snowmelt system, boiler room, the Fire Lane, water mains, and water service lines.

"**Community Documents**" means this Declaration, any Plat, the articles and bylaws of the Association, the Community Rules, and the Design Requirements.

"**Development Period**" means the period expiring on the date Developer informs the Board, in a writing recorded in the real property records of the county where the Community is located, that Developer no longer wishes to exercise its rights as Developer Member.

"**Fire Lane"** means the area required to be kept clear for emergency vehicle and aerial fire apparatus access within the access and public utility easement indicated on the Initial Plat.

**"Improvement**" means any structure, facility, system or object, whether permanent or temporary, which is installed, constructed, placed upon or allowed on, under or over any portion of the Community, including residential structures, fences, streets or roads, drives, driveways, parking areas, sidewalks, bridges, bicycle paths, curbs, landscaping, walls, hedges, plantings, trees, vegetation, rocks, signs, lights, mailboxes, electrical lines, pipes, pumps, ditches, recreational facilities, grading, road construction and utilities.

"**Irrigation System**" means the system for delivering seasonal irrigation water to the Community that exists separate and apart from the potable water system. The Irrigation System includes the pump, pump station and related facilities, and includes all pipes, lines, sprinklers, controls and other irrigation equipment located in the Common Area. The Irrigation System does not include the pipes, lines, sprinklers, controls and other irrigation equipment located on each Lot to serve that Lot.

"**Limited Assessment**" means a charge against a particular Owner for an expense directly attributable to the Owner, equal to the cost incurred or estimated to be incurred by the Association in connection with corrective action or maintenance, repair, replacement and operation activities performed pursuant to the provisions of this Declaration, including correcting damage to or maintenance, repair, replacement and operation activities performed for any Common Area for the failure of an Owner to keep the Owner's Lot in proper repair, and including interest thereon as provided in this Declaration or for any goods or services provided by the Association benefiting less than all Owners.

"**Lot**" means any lot depicted on any Plat.

"**Member**" (capitalized or not) means each Owner holding a membership in the Association, including Developer, and has the same meaning as "member" is defined in Idaho Code § 55-3203. The terms member and Owner are synonymous.

"**Mortgage**" means any mortgage, deed of trust, or other document pledging any portion of the Community or interest therein as security for the payment of a debt or obligation.

"**Occupant**" means any person that occupies a dwelling structure located on a Lot.

"**Owner**" means the record owner, whether one or more persons or entities, holding fee simple interest of record to a Lot, and buyers under executory contracts of sale, but excluding those persons or entities having the interest merely as security for the performance of an obligation, unless and until the person or entity has acquired fee simple title pursuant to foreclosure or other proceedings.

"**Owner Parties**" means, for each Owner, all of the Owner (including all persons or entities that comprise Owner), its Occupants, and the guests of any of them, and the Owner's contractors and invitees.

"**Plat**" means the Initial Plat and any future plat covering any portion of the Community that is lawfully recorded in the real property records of the county where the Community is located.

"**Regular Assessments**" means assessments that are regularly levied against each Owner and each Lot by the Association to fund the Common Expenses. "**Special Assessment**" means an assessment that are levied against each Owner and each Lot by the Association to fund capital expenses (such as capital improvements or equipment purchases, or major repairs or replacements to Common Improvements) or shortages in Regular Assessments.

"**Supplemental Declaration**" has the meaning set forth in Article 13.

"**Transfer Assessment**" has the meaning set forth in Section 5.5.

"**Townhome Building**" means a building that contains two or more Lot living areas joined by a Party Wall, as defined in Article 9, and Townhome Maintenance Elements.

"**Townhome Maintenance Elements**" means the roof, shingles, rain gutters and downspouts, and exterior walls of the Townhome Buildings, as well as the landscaping of the Lots.

## ARTICLE 2 THE CHALETS AT WARM SPRINGS OWNERS ASSOCIATION

2.1 **Organization of the Association**. Developer has organized the Association to manage the business and affairs of the Community in accordance with applicable law and the Community Documents.

2.2 **Membership**. The Association will have two (2) classes of membership as follows:

2.2.1 *Regular Members*. Each Owner, by virtue of being an Owner and for so long as the ownership is maintained, will be a regular member of the Association. No Owner will have more than one (1) membership in the Association for each Lot owned by the Owner. When more than one (1) person or entity holds an ownership interest in any Lot, all of them will be members. Memberships in the Association will be appurtenant to the Lot or other portion of the Property owned by the Owner. The memberships in the Association must not be transferred, pledged, assigned or alienated in any way except upon the transfer of Owner's title and then only to the transferee of title. Any prohibited transfer or attempt to make a prohibited membership transfer will be void and will not be reflected on the books of the Association.

2.2.2 *Developer Member*. During the Development Period and subject to the requirements of Section 2.4, Developer will be a special member of the Association with the sole voting power of the Association. Developer will cease to be a special member on expiration of the Development Period (but Developer may continue as a regular member if Developer then owns any Lots).

2.3 **Membership Meetings; Voting**. The Association will hold a meeting of the members at least once each calendar year and periodic special meetings of the members as set forth in the bylaws of the Association. Prior to expiration of the Development Period, the regular members are not entitled to vote except as provided by Section **Error! Reference source not found.**. Upon the expiration of the Development Period, each regular member will be entitled to one (1) vote for each Lot owned

by the regular member; provided, however, the vote for any Lot with common ownership will be exercised as the Owners of the Lot determine, but in no event will more than one (1) vote be cast with respect to any Lot. All member meetings may be held in person or, with the approval of a simple majority of the members, be conducted through an electronic or hybrid meeting model (e.g., via telephone conference or video conference).

2.4 **Board of Directors**. The business and affairs of the Association will be managed by the Board. The Board will consist of not less than three (3) directors and no more than five (5) directors. Directors need not be Owners. During the Development Period, Developer, as the special member, has the exclusive right to appoint, remove and replace directors at any time and from time-to-time in Developer's sole discretion; provided, however, that to the extent required by Idaho Code Section 55-3204A (or its successor), on or before one hundred eighty (180) days after the date on which 75% of the Lots are conveyed to Owners other than the Developer or any builder chosen by Developer to build improvements on a Lot, the Association shall hold a meeting at which the Owners other than Developer will elect at least one-third (1/3) of the Board's directors. After the Development Period, the Owners have the right to elect, remove and replace directors as provided in the bylaws of the Association; provided, however, any vacancies on the Board will be filled by a plurality vote of the remaining directors through a special election at any meeting of the Board. All Board meetings may, at the option of the Board or the President, be held in person and/or by through the use of, any means of communication by which all board members participating may simultaneously hear each other during the meeting (i.e., via telephone conference or video conference). All Board meetings must be open to members, and to any representative or agent designated in a signed writing by a member to represent the member; provided, however, the Board may hold executive sessions as permitted by applicable law (e.g., Idaho Code § 55-3204(2) or its successor).

2.5 **Meeting Minutes**. The Board must take minutes from all meetings of the Association, including membership meetings and Board meetings, and preserve the minutes for at least ten (10) years.

2.6 **Delegation of Authority**. The Board may delegate all or any portion of its powers and duties to committees, officers, employees or agents. The Association may employ or contract for the services of a professional manager or management company to manage its day-to-day affairs, including in particular snow removal; provided, however, the employment or contract must not have a term of not more than two (2) years (with automatically renewable terms acceptable). If the manager is Developer or Developer's affiliate, then the contract must be subject to cancellation by the Association with or without cause, and without payment of a termination fee (but including all fees incurred through the date of termination), so long as the Association provides at least thirty (30) days' prior notice of termination. If the Association delegates its powers and duties to a third party for snow removal, that third party will utilize its discretion in the frequency of the snow removal and the amount of accumulation meriting removal. To the extent allowed by law, the Association shall not be responsible for or liable for said third party's discretion and removal of snow.

2.7 **Financial Disclosures**

2.7.1 *Owner Assessment Accounts*. The Association must provide the Owner and the Owner's agent, if any, a statement of the Owner's assessment account no more than five (5) business days after a written request by the Owner or the Owner's agent is received by an appropriate agent of the Association. The statement of assessment account must include, at a minimum, the amount of the annual charges against the Owner's Lot, the date when the charges are due, and any unpaid or outstanding assessments, charges, or fees due and owing from the Owner at the time of the request, including any Transfer Assessment.

2.7.2 *Disclosure Statements*. On or before January 1 of each year, the Association must provide the Owners with a disclosure of fees that will be charged to an Owner. Fees imposed by the Association for the calendar year following the disclosure of fees may not exceed the amount set forth on the annual disclosure, and aside from the Transfer Assessment, no surcharge or additional fees may be charged to any Owner in connection with any transfer of ownership of the Owner's Lot. No fees may be charged for expeditiously providing a member's statement of account as set forth in this Section 2.7.

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

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

2.8 **Powers of the Association**. The Association has all the powers of a nonprofit corporation organized under Idaho law and all of the powers and duties set forth in the Community Documents, including the power to perform any and all acts which may be necessary to, proper for, or incidental to the foregoing powers. The powers of the Association include, by way of illustration and not limitation:

2.8.1 *Assessments*. The power to levy Assessments against each Lot (except Common Area) and Owner thereof pursuant to the restrictions enunciated in this Declaration, and to enforce payment of the Assessments, all in accordance with the provisions of this Declaration. This power includes the right of the Association to levy Assessments against the Lots and the Owners thereof to cover the operation and maintenance costs of Common Area.

2.8.2 *Community Rules.* The power to adopt, amend and repeal any rules as the Board deems reasonable and appropriate to govern the Community (the "**Community Rules**"), including, without limitation, rules regarding the use of the Common Area, the Common Improvements, the Irrigation System, and rules regarding the conduct of the business and affairs of the Association. Except when inconsistent with this Declaration, the Community Rules have the same force and effect as if they were set forth in this Declaration. Promptly after adoption of the Community Rules (or any amendment thereto or repeal thereof), the Association will publish the same to the Owners.

2.8.3 *Common Area and Common Improvements*. The power to acquire, construct, improve, modify and dispose of, and the duty to manage, operate, maintain, repair and replace, the Common Area and Common Improvements for the benefit of the Community (including the Irrigation System); provided, however, except as permitted under Section 2.8.8 hereof, no interest in the Common Area will be disposed of without the approval by the vote or written consent of Owners representing more than sixty-five percent (65%) of the total voting power in the Association. The Association, or its duly designated agent, shall maintain all landscaping and drive aisles on the Common Areas as provided in this Declaration, and shall otherwise manage and operate all Common Areas as it deems necessary and appropriate. The Association shall have the authority to assess its members for the costs of said maintenance in accordance with the terms of this Declaration. The Association may adopt rules to add further detail with regard specific landscape and driveway maintenance services provided by the Association. In addition, the Association may adopt rules to add further detail with regard specific snow removal services provided

by the Association. Notwithstanding anything to the contrary in this Declaration, it is the intent that the Association shall generally provide for all snow and ice treatment to the paved portions of the Common Areas. Unless the Board elects to provide snow removal for Lots, Lot Owners shall be responsible for such areas and other applicable areas on their Lot, including, but not limited to sidewalks immediately adjacent to or primarily serving a Lot and parking facilities within a Lot. Lot Owners shall be responsible and take reasonable precautions with respect to ice and ice accumulation.

2.8.4 *Irrigation System*. The power and authority to construct, install, maintain, repair, replace, manage, to enter upon any Lot (but not inside any building constructed thereon) as necessary to construct, install, maintain, repair, replace, manage, and operate the Irrigation System.

2.8.5 *Maintenance.* The power and authority to enter upon any Lot (but not inside any building constructed thereon) for the care and maintenance of the Townhome Maintenance Elements.

2.8.6 *Entry onto Lots.* The power to enter upon any Lot (but not inside any building constructed thereon) in the event of any emergency involving potential danger to life or property or when necessary in connection with any maintenance or construction for which the Association is responsible. The entry will be made with as little inconvenience to the Owner of the Lot as practical under the circumstances, and any damage caused thereby will be repaired by and at the expense of the Association.

2.8.7 *Fines*. The power to impose reasonable monetary fines that will constitute a lien upon the Lot owned or occupied by the Owner or Occupant determined by the Board to be in violation of the Community Documents (individually, a "**Violation**"). Provided, however, pursuant to the provisions of Idaho Code § 55-3206 (or its successor), the Association will not impose a fine on an Owner for a Violation unless: (a) the Board votes to impose the fine at any regular or special meeting of the Board or the Association (individually, a "**Levy Meeting**"); (b) the Owner is provided at least thirty (30) days advance written notice of the Levy Meeting by personal service or certified mail at the last known address of the Owner as shown in the records of the Association; and (c) the Owner may respond to the Violation by delivery of a written response that is received by the Board prior to the Levy Meeting. Provided further, the Association will not impose a fine on an Owner if the Owner, prior to the Levy Meeting, begins resolving the Violation and continues to address the Violation in good faith until the Violation is fully resolved. For purposes of this Section, the phrase "address the violation in good faith until the Violation is fully resolved" means the Owner must resolve the Violation within thirty (30) calendar days after the Notice; provided, however, if the nature of the Violation is such that more than thirty (30) calendar days are required for its resolution, then the Owner must diligently prosecute the same to completion as promptly as practical. All fines will be part of the Assessments to which the Owner's Lot is subject under this Declaration. In all events, no portion of the fines may be used to increase the compensation to the Board or agent thereof.

2.8.8 *Licenses, Easements and Rights-of-Way.* The power to convey any easements and licenses to use the Common Area as may be necessary or appropriate for the maintenance, preservation, and enjoyment of the Common Area or Common Improvements, or for the preservation of the health, safety, convenience and the welfare of the Community, or for the purpose of constructing, erecting, operating or maintaining any of the following:

2.8.8.1 Underground lines, cables, wires, conduits, or other devices for the transmission of electricity or electronic signals for lighting, heating, power, telephone, television, or other purposes, and the above-ground lighting stanchions, meters, and other facilities associated with the provision of lighting and services;

2.8.8.2 Public and other sewers, storm drains, water drains and pipes, water supply systems, sprinkling systems, heating and gas lines or pipes, and any similar public or quasi-public improvements or facilities; and

2.8.8.3 Mailboxes and sidewalk abutments around mailboxes or any service facility, berm, fencing, and landscaping abutting Common Areas, public and private road/streets or land conveyed for any public or quasi-public purpose including pedestrian and bicycle pathways.

2.8.9 *Amenity Agreements.* The power to enter into any lease, license, use or other agreements as the Board deems proper or convenient to secure the use of off-site amenities or facilities for the benefit of the Community. Without limiting the generality of the foregoing, and only by way of example, the Association may enter into agreements with others for the use of any recreational amenities or facilities by the Owners on any terms as the Association deems reasonable or prudent. Any costs incurred by the Association related thereto will be Common Expenses, and the Common Expenses will be included in the Regular Assessments.

2.8.10 *Reserves.* The power to fund operating reserves and capital reserves as the Board deems necessary or prudent.

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

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

2.8.12.1 The right to enter upon any Lot (but not inside any building constructed thereon) for the purpose of removing, altering, reconstructing, or restoring any Improvements constructed, reconstructed, refinished, added, altered, or maintained in violation of the Community Documents. If the Improvements are located on a Lot, then Association will first provide the Owner thereof with a notice specifying the default and a reasonable period to cure (no less than ten (10) days and no more than thirty (30) days), and if the Owner does not cure the default to the reasonable satisfaction of the Association within the cure period, the Owner of the Improvements will immediately reimburse the Association for all expenses incurred by the Association in connection with its removal, alteration, reconstruction, or restoration of the Improvements.

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

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

If the Association employs attorneys to collect any Assessment or charge, whether by suit or otherwise, or to otherwise enforce compliance with the Community Documents, the Association is entitled to recover its reasonable attorneys' fees in addition to any other relief or remedy obtained.

2.8.13 *Insurance*. The power to obtain any bonds and insurance required by applicable law and any further insurance as the Board deems necessary or prudent, including casualty insurance for any Common Area or Common Improvements, public liability insurance related to the Association's operations and the use of the Common Area, directors and officers liability coverage, automobile insurance, worker's compensation insurance and fidelity bonds. Unless otherwise authorized by Developer, the Association will procure at least the following insurance policies to the extent the policies are available on commercially reasonable terms:

2.8.13.1 Casualty insurance on all insurable real and personal property for which the Association bears risk of loss, which insurance will be for the full replacement cost thereof without optional deductibles;

2.8.13.2 Worker's compensation and employer's liability coverage as required by law;

2.8.13.3 Broad form comprehensive public liability insurance insuring the Association, the Board, and their respective agents and employees against any liability incident to the ownership or use of the Common Area; which insurance will be for not less than One Million Dollars ($1,000,000) per occurrence with respect to personal injury/sickness/death and One Million Dollars ($1,000,000) per occurrence with respect to property damage; and

2.8.13.4 Full coverage directors' and officers' liability insurance with a limit of at least Two Hundred Fifty Thousand Dollars ($250,000).

2.8.14 *Entitlement Obligations*. The power to fulfill any duties imposed by any governmental or other quasi-governmental agencies as part of the entitlements for the development of Community, including any requirements or obligations identified in the entitlements as the responsibility of the applicable homeowners association, such as plat notes, development agreements or conditions of approval.

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

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

2.8.17 *Improvements in the Public Right-of-Way.* The power to enter into (or assume) any license and easement agreements with the applicable highway authority (or assume the obligations under any license and easement agreements entered into by Developer) to install, maintain, improve, irrigate, trim, repair and replace improvements and landscaping in the public rights-of-way (including sidewalk easements and planter strips); provided, however, nothing herein limits, or requires the Association to assume, each Owner's obligations with respect to improvements and landscaping in the right-of-way adjacent to the Owner's Lot.

2.8.18 *Open Space Corridors.* The power to enter into agreements to improve, operate, maintain, repair or replace any corridor, open space, recreation facility, greenbelt or trail spaces, either for the benefit of the Community or the general public.

2.8.19 *Stormwater Drainage and Retention System*. The Association will be responsible for maintaining the storm drainage and retention system, if any, in accordance with applicable law, prudent industry practices and the current operation and maintenance plan, if any, as the same is amended from time to time (the "**O&M Manual**"). A copy of the current O&M Manual will be available upon request from the Association.

2.8.20 *Variances for Persons with Disabilities.* The right to authorize variances from the requirements of the Community Documents when required by applicable law (such as the Fair Housing Act) or when needed to prevent the requirements would impose an undue hardship on an Owner that would be inequitable for the Owner to bear. The granting of a variance does not waive any element of the Community Documents for any purpose except as to the particular person, the particular Lot and the particular provision covered by the variance. Approval of a variance does not affect the Owner's obligation to comply with the other elements of the Community Documents or applicable law.

2.8.21 *Other*. Any other powers as the Association may have consistent with the Community Documents and applicable law.

2.9 **Association Records; Owner Inspection**. The Association will keep records of its business and affairs as is customary for homeowners associations, including a membership register, accounting records, financial statements, operating budgets, balance sheets and minutes of meetings of the Board, the Members and committees. The records will be available at the Association's regular offices for inspection and copying by any Owner at the Owner's expense. The Board may establish reasonable rules with respect to (a) notice to be given to the custodians of the records by persons desiring to make the inspection; (b) hours and days of the week when an inspection may be made; and (c) payment of the cost of reproducing copies of documents requested pursuant to this Section 2.9. The Association's obligations hereunder may be fulfilled by making the records available to an Owner electronically, including delivery by electronic mail or by the posting the records on the Association's website. No Owner may request the inspection of records more than two times during any calendar year (and for this limitation, all persons or entities that own a Lot will be considered to be one Owner).

2.10 **Immunity; Indemnification**. Each Owner understands and agrees that Developer, the Association, the Association's manager (if any), and the directors, officers, agents, employees of any of them (each individually a "**Released Party**") are immune from personal liability to the Owner or any other person, and the Owner hereby knowingly and voluntarily waives and releases each Released Party, for the Released Party's actions or failure to act with respect to the Community Documents that does not constitute gross negligence or willful misconduct on the part of the Released Party. The Association will indemnify, defend and hold each Released Party harmless from any action, expense, loss or damage caused by or resulting from the Released Party's actions or failure to act with respect to the Community Documents; provided, however, the Association is not obligated to indemnify, defend and hold harmless any Released Party for their own gross negligence or willful misconduct.

2.11 **Waiver of Consequential Damages**. Neither Developer nor the Association is liable to any Owner for, and each Owner releases Developer and the Association from, any form of indirect, special, punitive, exemplary, incidental or consequential or similar costs, expenses, damages or losses arising from or related to the Community.

## ARTICLE 3 GENERAL AND SPECIFIC OBLIGATIONS AND RESTRICTIONS

3.1 **Residential Use**. All Lots (except Common Area) will be used exclusively for residential purposes and other uses incidental thereto as permitted by this Declaration and applicable law. Except for Home Occupations permitted pursuant to this Section, no Lot will be used at any time for commercial or business activity. A "**Home Occupation**" is any lawful, gainful occupation conducted on a Lot by an Occupant of the Lot. A Lot may be used for a Home Occupation provided that the home office or studio related thereto is not more than five hundred (500) square feet in size and located entirely within a dwelling. The Home Occupation must be conducted in accordance with the other terms and limitations of the Community Documents and applicable law. A Lot may be used for other Home Occupations only upon the specific approval of the Association, which approval may be subject to any conditions as the Association deems appropriate, and which Home Occupation must in conducted accordance with the other terms and limitations of the Community Documents and applicable law. No Home Occupation may (a) involve highly combustible materials; (b) involve retail operations; (c) use equipment or tools where the dimensions, weight or power rating are beyond normal household equipment or tools; (d) cause abnormal automotive or pedestrian traffic in the Community; (e) be, in the reasonable opinion of the Board, objectionable due to unsightliness, odor, dust, smoke, noise, glare, heat, vibration or similar disturbances; (f) involve dispatch activities where employees meet in the Community and are sent to other locations; or (g) involve other uses that, in the reasonable opinion of the Association, would detract from the residential character of the Community.

3.2 **Exterior Maintenance Obligation – Association's Obligations**. To provide a uniform, clean, and neat appearance within the Community without the requirement of approval of the Owners, the Association shall provide the following services to the following portions of the Community:

3.2.1 *Generally*. The Association shall maintain the Common Area in good operating condition and repair. In addition, the Association will undertake certain care, maintenance, repair and replacement activities within the Community, including on the Lots of individual Owners, to the limited extent set forth in this Section 3.2 (sometimes referred to herein as "**Common Maintenance Activities**"). Each Owner will undertake *all* operation, care, maintenance, repair and replacement with respect to such Owner's Lot and the Improvements thereon except to the extent any such operation, care, maintenance, repair and/or replacement obligations are *expressly* assumed by the Association in this Section 3.2. For the removal of doubt, the Association's obligations under this Section 3.2 do not include any matters

arising from or related to Homeowner Maintenance. "**Homeowner Maintenance**" means each Owner's obligation to diligently inspect, care for, operate, maintain, repair and replace the Owner's Lot and the Improvements thereon in accordance with best practices, any manuals or other documents provided to the Owner, and this Declaration (including, without limitation, Section 3.3 hereof). The Association may limit or decline to provide any Common Maintenance Activities, or cease any Common Maintenance Activities started, if any Owner or occupant of any Lot fails to fully and faithfully cooperate with the Association's performance thereof, or engages in or permits any conduct that interferes with the safe or efficient performance of the Common Maintenance Activities, or if the Board, in its reasonable discretion, determines that performance of such Common Maintenance Activities would be a waste of the Association's resources. The Common Maintenance Activities may be performed by Association staff or contractors. The Association will not be responsible, and each Owner releases the Association from, any personal injury or property damage arising from or related to the performance of the Common Maintenance Activities, except if caused by the Association's gross negligence or willful misconduct. No Owner will be entitled to any deferral or reduction of any charge or Assessment if the Owner refuses or would not benefit from any Common Maintenance Activities, or if the Association exercises any right to limit, decline to provide, or cease any Common Maintenance Activities as provided in this Declaration.

3.2.2 *Landscaping*. The Association shall provide basic care for the landscaping and maintain the Irrigation System in the Common Area in accordance with this Section. The Association's limited care and maintenance obligations will be limited to: (a) periodic weeding, mowing, trimming, pruning, aerating, and fertilizing landscaping, as well as removing, repairing, and replacing diseased, damaged, and destroyed landscaping on each Lot; and (b) operating, maintaining, repairing, and replacing the Irrigation System as necessary to keep the same in good operating condition and repair, including performing spring startup and fall blowout, and periodic regulation and adjustment of irrigation pressure, replacement and repair of irrigation lines, replacement and repair of irrigation heads and nozzles, and monitoring and making adjustments to ensure proper coverage for landscaping. All such care and maintenance will be performed in accordance with the standards promulgated by the Board from time-to-time, which shall set forth the scope and frequency of the care and maintenance to be performed as determined by the Board in its reasonable discretion (the "**Landscape Care Standards**"). The Association may perform additional care and maintenance, or perform care and maintenance at a level beyond the minimums in the Landscape Care Standards, at any time and from time-to-time, all without obligation of any kind to continue doing so. The Association may charge the Owner of any Lot for the cost of repairing or replacing any landscaping or component of the Irrigation System where such repair or replacement is caused by the Owner's abuse, misuse, or vandalism. Each Owner agrees that any unusual or excessive damage will be presumed to be from abuse, misuse or vandalism. In light of the Association's maintenance responsibilities hereunder, no Owner shall modify any portion of the landscaping or Irrigation System on its Lot or elsewhere within the Community. Each Owner shall be responsible for the maintenance of all potted plants, hanging plants, and the like on such Owner's Lot. Any maintenance of landscaping beyond that described in this Section shall be the cooperative, common obligation of the Owners.

3.2.3 *Snow and Ice Removal*. The Association shall perform basic snow and ice treatment to paved surfaces of the Common Area (including the private road / street) and the Fire Lane commensurate with similar townhome developments in Blaine County, Idaho. The Association shall not be responsible for snow and ice treatment to roofs, gutters, and paved

surfaces on any Lot, or to parking spaces. Each Owner is responsible for any snow and ice removal beyond that provided by the Association.

3.2.4 *Roofing*. The Association will replace the roofing materials (i.e., the roof membrane, but not roof structure) of each Townhome Building at the end of the normal life of the then existing roofing materials as determined by the Board in its reasonable discretion, which is anticipated to be approximately once every thirty-five (35) years. The replacement will occur only on a per Townhome Building basis; it will not occur on an individual townhome in any Townhome Building unless the repainting concurrently occurs on all townhomes within the Townhome Building. The Association will ***not*** undertake the early replacement of roofing materials, even if the roofing materials need to be replaced early because of casualty events, inadequate homeowner maintenance or any other reason. The Association strongly recommends that each Owner diligently perform all maintenance obligations with respect to its roofing. The roof replacement will occur as set by the Board, and will be with the materials, methodology and colors selected by the Board, with the intent that the roofs will be uniform throughout the Community and equal to or better than the roofing materials originally installed by Developer in terms of quality, appearance, and durability.

3.2.5 *Exterior Painting*. The Association will repaint the exterior walls (which will be the exterior wall surface, door and window trim, eaves and soffits, but not the doors, windows or floor surfaces (i.e., wood patios or decks) of each Townhome Building at the end of the normal life of the then existing paint as determined by the Board in its reasonable discretion, which is anticipated to be approximately once every ten (10) years. The repainting will occur only on a per "Townhome Building" basis. The repainting will not occur on an individual townhome in any structure unless the repainting concurrently occurs on all townhomes within the Townhome Building. The Association will not undertake the early painting of the exterior walls, even if the exterior walls need to be repainted early because of casualty events, inadequate homeowner maintenance or any other reason. The Association strongly recommends that each Owner diligently perform all homeowner maintenance obligations with respect to its exterior walls. The repainting will occur as set by the Board, and will be with the materials, methodology and colors selected by the Board, with the intent that the repainting will be uniform throughout the Community (in terms of quality, but not necessarily color) and equal to or better than the painting materials originally used by Developer in terms of quality, appearance, and durability. Notwithstanding the foregoing, upon the written approval of the Board, and with the consent of all Owners in the Townhome Building, an Owner may repaint the exterior walls of its townhome prior to the time the Association performs the repainting required of it under this Section 3.2.5, on the condition that the paint be equal to or better than the paint originally used in terms of quality, appearance, and durability, and on such other conditions as the Board may require.

3.3 **Exterior Maintenance Obligations - Owner's Obligations**. Each Improvement on an Owner's Lot shall at all times be kept in good operating condition and repair, and no Improvement on an Owner's Lot shall be permitted to fall into disrepair. In the event that any Owner shall permit any Improvement which is the responsibility of such Owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, unsightly, or unattractive condition, or that damages property or facilities on or adjoining the Owner's Lot, the Association, upon thirty (30) days prior written notice to the Owner of such Lot, shall have the right to correct such condition, and to enter upon such Owner's Lot for the purpose of doing so, and such Owner shall promptly reimburse the Association for the cost thereof. Such cost shall be a Limited Assessment and shall create a lien enforceable in the same manner as other Assessments as set forth herein. The Owner of the offending property

shall be personally liable, and such Owner's property may be subject to a mechanic's lien for all costs and expenses incurred by the Association in taking such corrective acts, plus all costs incurred in collecting the amounts due. Each Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Board, be added to the amounts payable by such Owner as Regular Assessments.

3.4 **Nuisances.** No rubbish or debris of any kind will be placed or permitted to accumulate anywhere upon the Community, including the Common Area or vacant Lots, so as to render the Community or any portion thereof unsanitary, unsightly, offensive or detrimental to the Community, or to any other property in the vicinity of the Community. No Owner will allow any odor to arise from the Community so as to render the Community or any portion thereof unsanitary, offensive or detrimental to the Community, or to any other property in the vicinity of the Community. No business or Home Occupation (as defined in Section 3.1), no noise, no exterior fires, no obstructions of pedestrian walkways, no unsightliness or other nuisance will be permitted to exist or operate upon any portion of the Community so as to be offensive or detrimental to the Community or its Occupants or to other property in the vicinity or to its occupants or residents, as determined by the Board, in its reasonable judgment, or in violation of any federal, state or local law, rule, regulation or ordinance. Without limiting the generality of any of the foregoing, no whistles, bells or other sound devices (other than security devices used exclusively for security purposes which have been approved by the Board), flashing lights or search lights will be located, used or placed on the Community without the Board's approval. No unsightly objects will be permitted to remain on any Lot so as to be visible from any other portion of the Community. Without limiting the generality of the foregoing, refuse, garbage, trash, equipment, gas canisters, propane gas tanks, barbecue equipment, heat pumps, compressors, containers, lumber, firewood, grass, shrub or tree clippings, plant waste, metals, bulk material and scrap will be kept at all times in containers and in areas approved by the Board. No clothing or fabric will be hung, dried or aired in a way that is visible to any other portion of the Community. No major appliances (such as clothes washers, dryers, refrigerators or freezers) may be kept, stored or operated on any balcony, patio, porch or other exterior area of any Improvement. Window air-conditioning units are not allowed. Windows will be covered only by drapes, shades or shutters that are white or muted earth tone in color, and will not be painted or covered by foil, cardboard, sheets or similar materials.

3.5 **Vehicles and Equipment**. On-street parking on public roads will be limited to those specific areas where on-street parking is expressly permitted by the highway authority responsible for the public road. Vehicles must not extend or otherwise be permitted on or into any sidewalk, bicycle path, pedestrian path or the Fire Lane unless the vehicle is engaged in an emergency procedure, or as provided elsewhere in the Community Documents. Except as expressly permitted by this Section 3.5, none of the following items may be placed in any part of the Community (including streets, parking areas and private roads/streets), unless the item is located entirely within a garage such that the item is concealed from the view of any person standing outside the garage, except when the garage is open to facilitate ingress and egress: (a) motor homes, motor coaches, campers, trailers, snowmobiles, aircraft, boats, recreational vehicles, all-terrain vehicles; (b) abandoned or inoperable vehicles, defined as any vehicle which has not been driven under its own propulsion for a period of forty-eight (48) hours or longer; (c) dilapidated or unrepaired and unsightly vehicles; (d) snow removal equipment, garden maintenance equipment or similar equipment; and/or (e) any other unsightly equipment or machinery. To the extent possible, garage doors will remain closed at all times. Gardening, yard and snow removal machines (electric, gas or other power source) may only be used from 8:00 am to 9:00 pm. The items described in this Section 3.5 may be located in a side yard or rear yard (but not the front yard) so long as the yard is enclosed by a solid fence.

3.6 **Animals/Pets**. Except as provided in Section 3.7, no animals, livestock or poultry of any kind will be raised, bred or kept on any Lot except that Household Pets (defined below) may be kept for an Owner's personal use provided that (a) the Household Pets are not bred or maintained for any commercial purpose; (b) no more than three (3) of any combination of domesticated dogs or domesticated cats may be kept on a Lot; and (c) any Household Pets will be properly restrained and controlled at any time they are within the Community. "**Household Pets**" means generally recognized household pets that are customarily kept as indoor pets, such as domesticated dogs, domesticated cats, fish, birds (excluding hens and chickens), rodents and non-poisonous reptiles. Household Pets will not include livestock, poultry (including hens and chickens), swine or waterfowl. Household Pets will not be kept which unreasonably bother or constitute a nuisance to other Owners. Any noisy animal (defined below), any vicious animal, any non-domestic household pet or any animal which damages or destroys property will be deemed a nuisance. Excessive or untimely barking, disturbing by-passers, chasing vehicles, pursuing or attacking other animals, including wildlife, and trespassing upon private property in a manner that may damage the Community will also be deemed a nuisance. A "noisy animal" means any animal which habitually or frequently disturbs the sleep, peace or quiet of any Occupant. Owners will contact the local animal control agency regarding noisy animals prior to complaining to the Board about the animals. Any costs associated with responding to complaints of a noisy animal or nuisance pet may be levied against an Owner as a Limited Assessment. The Owner of a Lot where a Household Pet is kept, as well as the legal owner of the Household Pet (if not the Owner), will be jointly and severally liable for any and all damage and destruction caused by the Household Pet, and for any clean-up of any Common Area, roads or other property necessitated by the Household Pet.

3.7 **Assistance Animals**. Assistance animals are welcome in the Community in accordance with the Fair Housing Act (42 U.S.C. § 3601 et. seq., as amended), the Idaho Human Rights Act, and any other applicable law.

3.8 **Construction and Temporary Structures**. Except during the course of construction, no trailer houses or similar mobile units designed for overnight accommodations will be parked on any street. No trailer, tent, shack, garage, barn or other unattached structure erected on a Lot will, at any time, be used as a residence, temporarily or permanently, nor will any residence of a temporary character be permitted. No building of any kind will be erected or maintained on a Lot prior to the construction of the Improvements thereon. The construction of Improvements will be prosecuted diligently and continuously from the time of commencement thereof until the Improvements are fully completed and painted. The construction site will be cleaned of trash and debris nightly and maintained in a non-nuisance condition.

3.9 **Drainage**. Except with the approval of Developer, no Owner will interfere with the established drainage pattern over any portion of the Community, unless adequate alternative provisions for proper drainage have first been approved by the Board and properly installed. For the purposes hereof, "established" drainage is defined as the system of drainage, whether natural or otherwise, which exists at the time the overall grading of any portion of the Community is completed by Developer, or that drainage which is shown on any plans approved by the Board, which may include drainage from Common Area over any Lot in the Community.

3.10 **Grading**. Except as provided in Section 3.9, no Lot will drain onto, over, across or under the Common Area or an adjacent Lot. The Owner of any Lot within the Community in which grading or other work has been performed pursuant to a grading plan approved by any public agency, or by the Board, will maintain and repair all graded surfaces and erosion prevention devices, retaining walls, drainage structures, means or devices which are not the responsibility of any public agency, and plantings and ground cover installed or completed thereon.

3.11 **Energy Devices**. Solar panels and solar collectors ("**Solar Devices**") are permitted on the rooftop of any structure on any Lot if the rooftop is owned, controlled and maintained by the Owner; provided however, the Board will have the right to determine the specific location where the Solar Devices may be installed on the roof as long as installation is permitted within an orientation to the south or within forty-five (45) degrees east or west of due south. The Association may adopt reasonable rules for the installation of Solar Devices consistent with an applicable building code or to require that panels or collectors of the Solar Devices be parallel to a roof line, conform to the slope of the roof, and that any frame, support bracket, or visible piping or wiring be painted to coordinate with the roofing material. No other energy production devices or generators of any kind (e.g., windmills) will be permitted in the Community without the Board's approval of the device and the installation thereof.

3.12 **General Signs**. No more than one (1) sign will be allowed on any Lot at the same time to advertise the Lot for sale or to advertise the Lot during the course of construction, and all signs must be removed within fifteen (15) days of occupancy or closing of sale. Directional and open house signs may be used during open house time period only. No sign of any kind will be displayed to the public view more than three (3) fee by two (2) feet in size and not more than three (3) feet above grade. The Association may erect and maintain identification signs, street signs and other appropriate informational signs upon the Common Area or upon utility easements of a size and design approved by the Board. No other signs will be placed or maintained upon the Common Area. Signs advertising a Lot for rent or lease are not allowed anywhere within the Community.

3.13 **Political Signs**. A "political sign" is limited to any fixed, ground-mounted display in support of or in opposition to a candidate for office or a ballot measure. An Owner may place political signs for an upcoming election on any Lot owned by that Owner, but only during the prior that is thirty (30) days prior to the applicable election, and the signs will be removed within three (3) days after any the election. The Association may adopt reasonable rules, subject to any applicable laws, regarding the time, size, place, number, and manner of display of political signs. The Association may remove political signs that violate this Declaration or the Association's rules, so long as the removal is not prohibited by applicable law (e.g., Idaho Code § 55-3209 or its successor).

3.14 **Flags**. No flags, banners, windsocks or similar items are permitted within the Community except for the flag of the United States of America, the flag of the state of Idaho, the POW/MIA flag, an official or replica flag of any branch of the United States armed forces, and an official or replica flag of any police organization (the "**Permitted Flags**"). The Association may adopt reasonable rules that regulate the display of Permitted Flags as permitted by applicable law (e.g., Idaho Code § 55-3210 or its successor).

3.15 **Antenna; Satellite Dishes.** The following restrictions will apply to direct broadcast satellite dishes that are less than one meter in diameter and antenna for receipt of video programing (each, a "**Devic**e") except where the restrictions would (a) unreasonably delay or prevent installation, maintenance or use of the Device; (2) unreasonably increase the cost of installation, maintenance or use of the Device; or (b) preclude reception of an acceptable quality signal to the Device. The Device must be installed on the rear of the residential structure on the Lot, or within four (4) feet of the rear of the structure on any of the structure's side walls. The Device must be screened by a fence, landscaping or similar structures in accordance with the Design Requirements, or as otherwise required to ensure the safety of the residents of the Community. No Device may be installed until after an Owner has received Board approval for construction of residential Improvements on the Owner's Lot. Satellite dishes that are one meter or larger in diameter, and any antenna other than an antenna for the receipt of video programming, will not be a Device and are prohibited unless the Device and its installation are expressly approved by the Board.

3.16 **No Further Subdivision**. No Lot may be further subdivided unless the subdivision is approved by the Board, and then only in accordance with applicable law.

3.17 **Holiday Lights**. Winter holiday decorations and lighting displays are permitted starting on November 15 of each year and must be removed by January 15 of the following year. Any other holiday decorations or lighting displays (such as Halloween) are permitted up to fifteen (15) days prior to the holiday and must be removed within three (3) days after the holiday.

3.18 **Trash**. The Community includes a trash enclosure for unit trash service; units will not receive individual trash service. If a unit receives separate private service or schedules pickup of other items, the receptacle or item must not be visible from any street except between 8:00 PM on the day before, and 8:00 PM on the day of, the date selected by the trash collector for pick-up.

3.19 **Harassment Prohibited**. Each Owner covenants that its Owner Parties will not engage in any conduct or behavior that constitutes harassment toward any person lawfully on the Common Area. "**Harassment**" means any verbal, written or physical conduct (or conduct using technology) that limits or denies a Community member's ability to enjoy the benefits of the Common Area. To constitute harassment, the conduct must be severe, persistent or pervasive such that it has the purpose or effect of unreasonably interfering with an individual's use of the Common Area, or that it creates an intimidating, hostile, or offensive environment on the Common Area. To rise to the level of Harassment, the behavior must be subjectively and objectively unreasonable, taking into consideration the characteristics of the victim. If the Association finds (in its discretion) that any Owner Party violates the covenant in this Section, then the Association may (a) temporarily ban the Owner Party from access to, or use of, any Common Area for any period the Association deems appropriate; (b) place any restrictions on the Owner Party's access to, or use of, any Common Area for any period the Association deems appropriate. The terms of this Section will be interpreted broadly to effectuate its purpose. The Association's decisions pursuant to this Section will be binding on the affected Owner Parties, unless the Association's decision violates applicable law or unless there is clear and convincing evidence that the Association acted in bad faith.

## ARTICLE 4 ARCHITECTURAL REVIEW

4.1 **Design Requirements**. The Board has the power to adopt, amend and repeal any rules that the Board deems reasonable to ensure that all Improvements in the Community meet the minimum requirements for external design, quality and type of construction, architectural character, materials, color, location in the Building Envelope, height, grade and finish ground elevation, natural conditions, landscaping and other design or aesthetic considerations (the "**Design Requirements**"). "Building Envelope" means the area within a Lot where a residential structure and accessory structures may be located, and unless otherwise designated on the Community Documents, the Building Envelope is that portion of the Lot that is not located within easements or setbacks. The Design Requirements may include rules and regulations: (a) to protect the special qualities of the Community; (b) to encourage creative design; (c) to provide general architectural, design and construction guidelines; (d) that provide landscape guidelines (including a description of existing, natural conditions and vegetation); (e) that provide submittal and review procedures; (f) establishing fees and charges for review; and (g) establishing penalties for noncompliance. The Design Requirements must conform to this Declaration, and if the Design Requirements conflict with this Declaration, this Declaration will govern. If any provision of the Design Requirements are deemed ambiguous on any matter, the Board's interpretation of the provision will be given deference so long as the interpretation is a reasonable.

4.2 **Design Review Required**. No Owner will construct, reconstruct, alter, install or remove any Improvements or landscaping except with the Board's approval. The Board will review, study and either approve or reject the proposed Improvements or landscaping, all in compliance with the Declaration and the Design Requirements. The Board is authorized to retain the services of one or more consulting architects, landscape architects, engineers, designers and other consultants to advise and assist the Board on a single project, on a number of projects or on a continuing basis. The Board's action in the exercise of its discretion by its approval or disapproval of the proposed Improvements or landscaping, or with respect to any other matter before it, will be conclusive and binding on all interested parties. The Board will not direct or control the interior layout or interior design of residential structures except to the extent incidentally necessitated by use, size and height restrictions.

4.3 **Board Expenses**. All expenses of the Board will be Common Expenses paid by the Association. The Board will have the right to charge reasonable fees for applications submitted to it for review, in amounts which may be established by the Board from time-to-time, and the fees will be collected by the Board and remitted to the Association to help defray the expenses of the Board's operation, including reasonable payment to each member of the Board for their services as provided herein. Each Owner, by submitting a design review application to the Board, agrees to pay any additional reasonable fees based on costs incurred by the Board in retaining consultants for the review and approval of the Owner's application(s).

4.4 **Variances**. The Board may authorize variances from any of the Design Requirements when the Board deems it desirable to address special circumstances, such as unusual topography, natural obstructions, hardship, aesthetic considerations or other circumstances. The granting of a variance will not waive any element of the Design Requirements for any purpose except as to the particular property and particular provision covered by the variance. Approval of a variance will not affect the Owner's obligation to comply with this Declaration or applicable law.

4.5 **Board Approvals**. The Board's approval of any Improvement does not mean the Improvements will be permitted by applicable law, approved by the applicable governmental authorities or others. The Board will not be responsible in any way for any defects or errors in any plans or specifications submitted, revised or approved, nor for any structural or other defects in any work done according to the plans and specifications.

## ARTICLE 5 ASSESSMENTS

5.1 **Covenant to Pay Assessments**. Each Owner covenants and agrees to pay when due (without deduction, setoff, abatement of counterclaim of any kind whatsoever) all Assessments or charges made against the Owner or the Owner's Lot pursuant to the Community Documents. Assessments against a Lot will be a continuing lien on the Lot until paid, whether or not ownership of the Lot is transferred. Assessments against a Lot are also the personal obligation of the Owner of the Lot when the Assessment becomes due and payable. The personal obligation will remain with the Owner regardless of whether the Owner remains the owner of the Lot. Delinquent Assessments related to a Lot will not pass to the Owner's successors in title unless expressly assumed by them. The Assessments and charges, together with interest, costs and reasonable attorneys' fees, which may be incurred in collecting the same, will be a charge on the land and will be a continuing lien upon the Lot against which each the Assessment or charge is made.

5.2 **Regular Assessments**. Regular Assessments are to be used to pay for all costs and expenses incurred by the Association for the conduct of its affairs or the exercise of any of the Association's powers, obligations under the Community Documents (collectively, the "**Common Expenses**").

Maintenance funded provided by Regular Assessments will be scheduled and supplemental. Without limiting the generality of the foregoing, the Common Expenses will include:

5.2.1 The cost and expenses incurred by the Association for professional management of its business and affairs;

5.2.2 The costs and expenses incurred by the Association in the exercise of any of its powers under Section 2.8;

5.2.3 The costs and expenses of construction, improvement, protection, insurance, maintenance, repair, management and operation of the Common Area, Common Improvements, and any Improvements located in other areas that are owned, managed or maintained by the Association, including specifically but not limited to the costs of operation and maintenance of the snowmelt systems;

5.2.4 scheduled landscaping and irrigation of the Lots, replacement of roofing material, and exterior painting;

5.2.5 an amount to fund adequate reserves for the on-going repair and maintenance of the private road/street in accordance with applicable law; and

5.2.6 an amount to fund adequate reserves for extraordinary operating expenses, contingent risks or liabilities (such as indemnification and defense expenses), capital repairs, capital replacements and any other expenses for which the Board deems prudent to fund a reserve, including but not limited to the Irrigation System and landscaping for the Lots as well as future maintenance needs for Townhome Maintenance Elements such as scheduled roof replacement and end of life replacement for eaves, gutters, and downspouts.

5.3 **Special Assessments**. If the Board determines that additional funds are needed to fund capital expenses or that the Regular Assessment for a given calendar year is or will be inadequate to meet the Common Expenses for the calendar year for any reason, the Board may levy a Special Assessment to collect the additional funds needed for the capital expenses or to meet the Common Expenses for the calendar year. Special Assessments will be levied and paid upon the same basis as Regular Assessments; provided, however, the Association will, in the Board's reasonable discretion, set the schedule under which the Special Assessment will be paid, which schedule may be different than Regular Assessments.

5.4 **Limited Assessments**. Notwithstanding the above provisions with respect to Regular Assessments and Special Assessments, the Association may levy a Limited Assessment against an Owner (a) for any fines, fees or charges levied against the Owner under the Community Documents; (b) to reimburse the Association for any costs incurred to bring the Owner's Lot or any Improvements thereon into compliance with the Community Documents; (c) to reimburse the Association for any damages caused by an Owner or any of its Owner Parties to any Common Area or Common Improvements; and (d) for the cost of providing any goods or services under the Community Documents that benefit the Owner or Owner's Lot, but less than all Owners or all Owners' Lots.

5.5 **Transfer Assessments**. Upon any transfer of fee simple title to a Lot to any Owner from time to time, the transferee will pay the then current transfer assessment to the Association (the "**Transfer Assessment**"). The Association may use the Transfer Assessments for any purpose that is not prohibited by law. The Association may waive the Transfer Assessment if the Association

concludes that the transfer was from a grantor to a party related to the grantor for less than market value.

5.6 **Assessment Procedures**. Unless otherwise determined by the Board, the Association will compute and forecast the total amount of Common Expenses on an annual basis (the "**Budget**"). The computation of the Budget will take place not less than thirty (30) nor more than ninety (90) days before the beginning of each fiscal year of the Association, unless a change in Owners or other circumstance makes it impracticable to compute the Budget in that time frame, in which event the Budget will be computed as soon as reasonably practicable. In all events, the computation of the Budget will be completed in good faith and is valid upon completion. Each Owner's Regular Assessment will be computed by multiplying the Budget by the fraction produced by dividing the number of Lots owned by the Owner by the total number of Lots not then exempt from Assessment. The Association may, in its discretion or as provided in the Community Documents, require payment of Regular Assessments in monthly, quarterly, semi-annual, or annual installments. The Association will provide Owners with not less than fifteen (15) days and no more than thirty (30) days of prior notice before any Board meeting for the purpose of levying a Special Assessment or increasing the Regular Assessment by more than ten percent (10%). Assessments are due and payable within thirty (30) days after the Association provides an invoice therefor to each Owner. If all or any part of an Assessment is not paid when due, then: (a) the delinquent Owner will pay to the Association a late payment charge equal to five percent (5%) of the delinquent amount; and (b) interest accrues on the delinquent amount at the rate of twelve percent (12%) per annum until paid in full. In the event an Owner's payment is returned for any reason, the Owner will pay to the Association an administrative fee in an amount set by the Board and thereafter the Association has the right to require future Assessments due from the Owner to be paid in the form of a cashier's check, certified check, or other form of immediately collectible funds acceptable to the Association in the Board's discretion. Each Owner agrees that the late payment charge and administrative fee are reasonable compensation to the Association for additional administrative costs and expenses caused by any late payment or returned check.

5.7 **Assessment Liens**.

5.7.1 *Creation*. There is hereby created a continuing claim of lien with power of sale on each and every Lot to secure payment of any and all Assessments levied against the Lot pursuant to the Community Documents, together with interest thereon at the rate described in Section 5.6 and all collection costs and attorneys' fees which may be paid or incurred by the Association in connection therewith. Upon default of any Owner in the payment of any Assessment related to a Lot, the Association may record a claim of lien against the Lot in accordance with applicable law (currently, Idaho Code § 45-810). Each delinquency will constitute a separate basis for a claim of lien, but any number of defaults may be included within a single claim of lien. The claim of lien may be foreclosed in any manner permitted by applicable law. Upon payment of the lien in full, the Association will record a release of the claim of lien.

5.7.2 *Subordination to First Mortgages*. Upon recordation of a claim of lien for delinquent Assessments in accordance with applicable law, the lien will be prior and superior to all other liens or claims created subsequent to the recordation of the claim of lien except for (a) liens which, by law, would be superior thereto and (b) the lien of a first Mortgage given and made in good faith and for value that is of record as an encumbrance against the Lot prior to the recordation of a claim of lien for the Assessments. Except as expressly provided in this Section 5.7.2, the sale or transfer of any Lot will not affect the Assessment lien provided for herein, nor the creation thereof by the recordation of a claim of lien, on

account of the Assessments becoming due whether before, on, or after the date of the sale or transfer, nor will the sale or transfer diminish or defeat the personal obligation of any Owner for delinquent Assessments as provided for in this Declaration.

5.8 **Exemptions**. All Common Area and any Lots owned by the Association will be exempt from Assessments. Developer will be exempt from Assessments as set forth in Section 11.4.

## ARTICLE 6 RIGHTS TO COMMON AREAS

6.1 **Use of Common Area**. Every Owner will have a right to use the Common Area as set forth in this Declaration subject to:

6.1.1 The Community Documents;

6.1.2 The right of the Association to suspend the right of an Owner to use the Common Area (or any designated portion of Common Area) for any period during which any Assessment or charge against the Owner's Lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of the Community Rules (provided, however, that the Association may not prohibit an Owner's access to said Owner's Lot); and

6.1.3 The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility or other party for any purposes and subject to any conditions as may be permitted by the Community Documents.

6.2 **Delegation of Right to Use**. An Owner may delegate its right to use the Common Area to any Owner Parties; provided, however, each Owner will be liable to the Association for any damage to any Common Area or Common Improvements caused by the negligence or misconduct of any Owner Parties. The cost of correcting the damage will be a Limited Assessment against the Lot.

6.3 **Association's Responsibility**. The Association will maintain, repair and replace the Common Area and Common Improvements so as to keep the same in good operating condition.

## ARTICLE 7 EASEMENTS

7.1 **Easements of Encroachment**. There will be reciprocal appurtenant easements of encroachment as between adjacent Lots and between Lots and adjacent portions of the Common Area due to the placement or settling or shifting of the Improvements constructed, reconstructed or altered in accordance with the Community Documents. Easements of encroachment will be valid only so long as they exist, and the rights and obligations of Owners will not be altered in any way because of the settling or shifting of the Improvements; provided, however, that in no event will a valid easement for encroachment occur due to an Owner's willful or bad faith acts. If an Improvement is partially or totally destroyed, the Improvement may be repaired or rebuilt within the minor encroachments that existed prior to the encroachment and may be reconstructed pursuant to the easement granted by this Section 7.1.

7.2 **Easements of Access**. There will be reciprocal appurtenant easements of ingress and egress for all Owners to and from their respective Lots for installation and repair of utility services and for necessary maintenance and repair of any Improvement, such as fencing, retaining walls, lighting facilities, mailboxes and sidewalk abutments, trees and landscaping.

7.3 **Improvements in Drainage and Utility Easements**. No Owner will construct or alter any Improvements in any drainage or utility easement areas which would interfere with the easement being used for its intended purpose. The Owners may install and maintain Improvements on the easement areas as permitted by the Community Documents so long as the Improvements are permitted by the terms of the easement and the Improvements will not interfere with or prevent the easement areas from being used for their intended purposes. No lawful user of the easement will incur any liability to the Owner for the damage or destruction of the Improvements.

7.4 **Easements Deemed Created**. All conveyances of Lots made after the date of the recording of the Declaration, whether by Developer or otherwise, will be construed to grant and reserve the easements contained in this Article 7 and elsewhere in this Declaration, even though no specific reference to the easements appear in the conveyance instrument.

7.5 **Emergency Easement**. A general easement is hereby granted to all police, sheriff, fire protection, ambulance and all other similar emergency agencies to enter upon the Community in the proper performance of their duties.

7.6 **Maintenance Easement**. A non-exclusive easement is hereby reserved to Developer and the Association upon, across, over, in, and under all portions of all Lots that are not improved with an occupied structure (including but not limited to front and rear yards). Developer and the Association may use the easement reserved herein as Developer or the Association may deem necessary, appropriate, or convenient to perform any of their respective rights or obligations identified in the Community Documents, to perform their respective duties and functions to which they are obligated or permitted to perform pursuant to the Community Documents, and to make emergency repairs. Nothing herein relieves each Owner's obligation to maintain Improvements on the Owner's Lot.

7.7 **Developer's Rights Incident to Construction**. Developer retains a right and easement of ingress and egress over, in, upon, under, and across the Community and the right to store materials thereon and to make any other use thereof as may be reasonably necessary or incident to the construction of the Improvements in the Community on those portions owned by Developer or the Association; provided, however, that Developer will not exercise the rights in a way that will unreasonably interfere with the occupancy, use, enjoyment, or access to an Owner's Lot by that Owner or its Owner Parties.

## ARTICLE 8 PRIVATE ROAD/STREET

8.1 **Private Road/Street**. The private road/street as identified on the Plat will be designated as a private road/street pursuant to Ketchum City Code § 16.04.020 (or its successor) for multimodal (vehicular, bicycle, pedestrian and similar) ingress and egress from the public right of way to each Lot.

8.2 **Utilities**. The private road/street may be used for the installation, operation, maintenance, repair and replacement of any utility services, including electricity, communications, gas, water and sewer (collectively referred to as "**Utility Improvements**"). If any Owner or utility provider installs Utility Improvements in a private road/street, then the Owner or utility provider will, at its sole cost and expense, restore (or cause to be restored) any displacement, damage or disfigurement to the private road/street as necessary to restore the private road/street to the same condition existing prior to the installation or repair of the Utility Improvements. The Owners and the Association agree to cooperate with each other to avoid utility conflicts and, where feasible, share Utility Improvements. All Utility Improvements are to be located underground; provided, however, if any element of a

Utility Improvement should reasonably be located at or above the surface of the ground to comply with applicable law, utility services provider requirements or practices, or good engineering practices, then the elements may be at or above ground provided that the element is not located on any vehicular or pedestrian travel surface unless the improvement is designed to traveled on (i.e., an access hole cover).

8.3 **Maintenance**. The Association will be responsible for (a) managing the private road/street as Common Area; (b) the maintenance, repair and replacement of the surface and subsurface of the private road/street in a reasonably smooth condition (to the extent practical), evenly covered with the type of materials originally constructed thereon or such substitutes as will, in all respects, be equal to such materials in quality, appearance and durability (but in all events as required by applicable law for private road/streets and common drives); (c) such future improvements in the private road/street that may be reasonably necessary for them to provide safe and usable access from the public right-of-way to the Lots in accordance with applicable law; (d) such future private road/street improvements that may be approved by the Owners (i.e., gates, entrance signs and other similar items) and permitted by applicable law); and (e) other responsibilities necessary for the proper maintenance of the private road/street as private road/street under applicable law. All maintenance and repair work must be performed to an equal standard over the entire length of a particular private road/street. All expenses incurred by the Association for the private road/street will be Expenses under this Declaration.

8.4 **Private Road/Street Reserve Fund**. In order to ensure that funds are available for future repair and maintenance of the private road/street, the Association will establish a "**Private Road/Street Reserve Fund**" as a separate account held by the Association. The Association will assess and collect funds for the future repair and maintenance of the private road/street in accordance with the requirements of Section 8.5, and deposit the same into the Private Road/Street Reserve Fund. The Association may use the funds in the Private Road/Street Reserve Fund only for expenses incurred by the Association in the maintenance, repair and replacement of the private road/street in accordance with this Article 8, and for no other purpose. If, at the expiration of the Development Period, the most recent reserve study identifies a deficiency in the Private Road/Street Reserve Fund (i.e., the account balance is less than the scheduled balance in the study), the Developer will deposit such funds into the Private Road/Street Reserve Fund as may be necessary for the fund to achieve the scheduled balance identified in the most recent reserve study.

8.5 **Private Road/Street Reserve Study Requirements**. In order to ensure that funds are available in the Private Road/Street Reserve Fund, the Association will conduct a private road/street reserve study as follows:

8.5.1 At least once every three (3) years (and also prior to the expiration of the Development Period), the Board shall cause to be conducted a reasonably competent and diligent visual inspection of the private road/street components that the Association is obligated to repair, replace, restore, or maintain as part of a study of the reserve account requirements of the common interest development, if the current replacement value of the major components is equal to or greater than one-half of the gross budget of the Association, excluding the Association's private road/street reserve account for that period. The Board shall review this study, or cause it to be reviewed, annually and shall consider and implement necessary adjustments to the Board's analysis of the reserve account requirements as a result of that review.

8.5.2 The study required by this section shall at a minimum include:

8.5.2.1 Identification of the private road/street components that the Association is obligated to repair, replace, restore, or maintain.

8.5.2.2 Identification of the probable remaining useful life of the components identified in Section 8.5.2.1 as of the date of the study.

8.5.2.3 An estimate of the cost of repair, replacement, restoration, or maintenance of the components identified in Section 8.5.2.1.

8.5.2.4 An estimate of the total annual contribution necessary to defray the cost to repair, replace, restore, or maintain the components identified in Section 8.5.2.1 during and at the end of their useful life, after subtracting total reserve funds as of the date of the study.

8.5.2.5 A reserve funding plan that indicates how the Association plans to fund the contribution identified in Section 8.5.2.4 to meet the Association's obligation for the repair and replacement of all private road/street components.

8.6 **Legal Requirements**. The provisions of this Article 8 may not be amended in a manner that would cause any private road/street (or any Lot taking access from a private road/street) to violate any of the legal requirements for private road/street (or the legal requirements for Lots taking access from a private road/street) under applicable law.

## ARTICLE 9 PARTY WALLS

9.1 **Party Walls Created**. The Lots consist of a number of Townhome Buildings. Each townhome is conjoined to another by a Party Wall and covered by a common roof. Each townhome will be a separate legal lot, will have its own roof, will have its own structurally supporting exterior walls such that the townhome will be structurally independent from the Lot to which it is attached, but will be separated from other townhomes by a wall (that is, a "**Party Wall**"). Each Party Wall is located substantially along the property line which separates the Lots and each townhome comprising the Townhome Building.

9.2 **Easement for Encroachment**. Mutual reciprocal easements are hereby established, declared and granted for any encroachment of the Party Wall onto any adjoining Lot(s), which reciprocal easements shall be governed by this Declaration. Every deed to a Lot, whether or not expressly so stating, shall be deemed to convey and be subject to such reciprocal easements.

9.3 **Use of Interior Walls and Limitations Regarding Party Wall**. Subject to the provisions of this Section and elsewhere in this Declaration, each Owner shall have the right to paint the interior surface of their independent wall which is immediately adjacent to the Party Wall and shall have the right to hang pictures and frames on the interior surfaces of each such respective wall. Notwithstanding the foregoing, under no circumstances shall the Party Wall or any portion thereof, as originally constructed by Developer, be changed, altered or removed by any Owner or any Owner Parties. Furthermore, the following additional limitations shall apply to the Party Wall: (a) in no event shall a "cut-out" or other opening be permitted to be installed in any portion of the Party Wall; (b) in no event shall an Owner or any Owner Parties penetrate, with nails or otherwise, any portion of the Party Wall; and (c) in no event shall any electrical wiring, television antenna, machinery or any other electrical installation be permitted to be made to or through the Party Wall at any time other than by Developer.

9.4 **Maintenance and Repair**. As further provided in Section 9.3 above, no Owner shall do or permit any act that would cause damage to or impair the integrity of the Party Wall. Subject to the provisions of Section 9.5, below, the cost of repairs to the Party Wall shall be shared equally by the Owners sharing the Party Wall. To the extent that repairs or maintenance necessitate work on both sides of the Party Wall, the Owners shall cooperate in good faith to effect such work. If an Owner fails to repair or maintain the Party Wall or otherwise cooperate with repairs and maintenance, the other Owner shall notify such defaulting Owner of the failure and provide such Owner a reasonable period of time not exceeding five (5) days in which to cure such default. If the defaulting Owner fails to cure the default within such time period, the non-defaulting Owner may undertake such repair and for such purpose may enter upon the defaulting Owner's Lot, including, without limitation, the defaulting Owner's Improvement, without liability therefor except for damage resulting from willful misconduct of such Owner or Owner Parties. The non-defaulting Owner shall have a Lien (hereinafter defined) against the defaulting Owner's Lot in accordance with the provisions of Section 9.10 of this Declaration for the defaulting Owner's share of the cost and expense incurred in making or causing such repairs to be made, except that no Owner shall have or be permitted to assert a Lien against a Lot owned by Developer.

9.5 **Damage by Fire or Casualty**. If the Party Wall or any portion thereof is destroyed or damaged by fire or other casualty (unless the damage is covered by insurance policies maintained by either the Association or any sub-association and such association or sub-association is expressly required by applicable law to restore the Party Wall), the Owners shall restore the Party Wall and they shall contribute equally to the cost of restoration thereof without prejudice, subject however to the right of each Owner to call for a larger contribution from the other Owner under any rule of law regarding liability for negligent or willful acts or omissions. The right of any Owner to contribution from any other Owner hereunder shall run with and be appurtenant to the land and shall pass to such Owner's successors in title. Notwithstanding anything to the contrary, an Owner who by his or her negligent or willful act causes the Party Wall to be exposed to the elements shall bear the entire cost of furnishing the necessary protection against such elements.

9.6 **Insurance Required**. Each Owner shall obtain and continuously maintain in effect:

9.6.1 Insurance against loss or damage by fire and such other hazards as are normally covered under "standard" coverage in an amount not less than the full insurable replacement cost (with appropriate coverage for the costs of inflation and code compliance), for the Improvement and other improvements located on the Owner's Lot and/or Improvement, such insurance to provide coverage for at least each of the following: loss or damage by fire and other hazards covered by the standard, extended coverage endorsement, and for debris removal, cost of demolition, vandalism, malicious mischief, windstorm and water damage.

9.6.2 General liability insurance insuring against liability due to bodily injury and property damage, written on an occurrence basis, with policy limits of not less than Two Hundred Fifty Thousand and No/100 Dollars ($250,000.00) per occurrence, covering all claims for bodily injury and/or property damage, including, to the extent reasonably available, contractual coverage for the Owner's agreement to indemnify the other Owner and Owner Parties. Each Owner shall cause each Owner of the other Improvement in the Townhome Building to be named as an additional insured on the Owner's liability insurance policy. The Association shall have the right to increase the amounts and types of insurance required pursuant to this Section from time to time by providing written notice to the Owners.

9.6.3 Each Owner, within thirty (30) days after request by another Owner, shall provide evidence of the insurance required to be carried by the Owner under this Section. Each Owner shall obtain a provision in their respective insurance policies to provide for thirty (30) days' prior notice to the other Owner before cancellation or modification of such policy.

9.7 **Indemnification; Waiver of Subrogation**.

9.7.1 Except as provided for herein, each Owner shall defend and indemnify Developer, each other Owner and the other Owner Parties from and against any and all claims, liabilities, losses, damages, judgments, fines, penalties, losses, costs and expenses, including, without limitation, attorneys' fees and costs (collectively, "**Claims**"), due to personal and/or bodily injury to any person or persons, and damage to real and/or personal property, arising out of or in any way connected with any act or omission by the indemnifying Owner or any of such indemnifying Owner Parties, excepting and excluding the negligence or willful misconduct of the other Owner or the other Owner Parties.

9.7.2 To the fullest extent permitted without voiding any insurance required to be carried by any Owner, each Owner waives any and all rights to recover against the other Owner and the other Owner Parties, and against Developer, for any loss or damage to such waiving Owner arising from any cause covered by any insurance required to be carried by such waiving Owner pursuant to this Declaration or any other insurance actually carried by such waiving Owner. Each Owner, from time to time, will cause the Owner's insurers to issue appropriate endorsements to all policies of insurance carried in connection with the Lot in which the Owner's insurers waive their subrogation rights for any such loss or damage. Each Owner shall provide that the Association and Developer are additional insureds on any policy with the right of subrogation.

9.8 **Prohibited Alterations**. Each Owner is prohibited from altering the drainage or grading of such Owner's Lot or otherwise as it relates to the Townhome Building ("**Prohibited Alteration**"). If the Owners of all units constituting a Townhome Building jointly repair or replace any of the Townhome Maintenance Elements, the Owners in the Townhome Building shall share the cost equally. In the event of any repair to the Townhome Maintenance Elements, any sum received from insurance against such injury or damage shall be first applied to such repair or replacement. Each Owner must ensure that any penetrations of the roof of the Townhome Building are performed such that the roof system manufacturer's warranty is not voided. To the extent required by the roof system manufacturer's warranty, all penetrations of the roof must be performed by contractors and in a manner approved by the roof system manufacturer.

9.9 **Responsibility for Certain Acts**. If (a) the exterior of a Townhome Building is damaged through the willful or negligent act of an Owner or Owner Party (including without limitation as a result of a Prohibited Alteration), which damage is not promptly repaired by that Owner; (b) a Owner fails to replace damaged glass surfaces; (c) an Owner fails to pay his, her or its share of any repair maintenance work which is the joint obligation of the Owners as provided in this Article; or (d) any applicable governmental authority gives an Owner notice of a zoning violation which the Owner does not timely correct, then in each such event the other Owner may give the nonperforming Owner a written notice and demand to cure the matter. In the event that the matter has not been corrected or the sums due paid within ten (10) days thereafter, the non-defaulting Owner may undertake such repair and for such purpose may enter upon the defaulting Owner's Lot, including, without limitation, the defaulting Owner's Improvement, without liability therefor except for damage resulting from the willful misconduct of such Owner or his, her or its Owner Parties. The non-defaulting Owner shall have a Lien against the defaulting Owner's Lot and Improvement in

accordance with the provisions of Section 9.10 of this Declaration for the cost and expense incurred in making or causing such repairs to be made, except that no Owner shall have or be permitted to assert a Lien against a Lot owned by Developer or any associated Developer party.

9.10 **Liens**. All sums and amounts due and payable by one Owner to the other Owner under this Article 9 which are not paid when due shall be a personal obligation of the Owner and, in addition, shall constitute a lien on such Owner's Lot in favor of the other Owner ("Lien"). To evidence the Lien, the Owner entitled to the Lien may, but shall not be required to, prepare a written Notice of Lien setting forth the nature and amount of the unpaid indebtedness, the date the indebtedness first became due, and the name of the Owner and legal description of the Lot subject to the Lien. The Notice of Lien may be recorded in the real estate records of the County, at any time more than ten (10) days after demand by the Owner entitled to the Lien to the other Owner for such payments and the failure to pay of such non-paying Owner. Once a Notice of Lien is duly recorded, the Lien may be foreclosed by judicial foreclosure in the same manner as foreclosure of a mortgage or deed of trust on real property. The Lien shall be subordinate to the liens of first mortgages and first deeds of trust, but shall be superior to any homestead exemption. In any proceeding to foreclose a Lien or to recover amounts due from a Owner, the prevailing party in such proceeding, in addition to any other relief awarded, shall be awarded his, her or its costs, expenses and reasonable attorneys' fees incurred in connection with the recording and enforcement of the Lien, including, without limitation, reasonable attorneys' fees and costs incurred in any proceeding to enforce the Lien. If the non-paying Owner satisfies the indebtedness before a Lien foreclosure action is commenced, the holder of the Lien shall promptly execute and cause to be recorded an appropriate instrument releasing and discharging the Lien.

## ARTICLE 10 RESOLUTION OF DISPUTES

10.1 **Agreement to Avoid Litigation**. All claims, grievances or disputes between to the interpret or enforce the Community Documents ("**Claims**") will be subject to Section 10.3 unless exempt under Section 10.2. All Claims will be subject to resolution pursuant to this Article 10 as a condition precedent to the institution or continuation of any legal or equitable proceeding; provided, however, any party to a Claim may proceed in accordance with applicable law to comply with any notice or filing deadlines prior to resolution of the Claim.

10.2 **Exemptions**. The following Claims will not be subject to this Article 10:

10.2.1 Any Claim by the Association to enforce the obligation to pay any Assessment under the Community Documents;

10.2.2 Any Claim by Developer or Association to seek injunctive relief to enforce the Community Documents;

10.2.3 Any Claim in which any indispensable party is not subject to this Declaration;

10.2.4 Any Claim that would be barred by Section 2.10 or any applicable law (such as, for example, the applicable statute of limitations); and

10.2.5 Any Claim arising out of or relating to the interpretation, application or enforcement of any purchase, sale or construction agreement related to the construction of Improvements within the Community, it being understood that applicable law and the provisions of the agreements will control the resolution of any claims or disputes related thereto.

10.3 **Dispute Resolution**

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

10.3.2 *Dispute Resolution*. If the parties to a Claim are unable to resolve the Claim through direct discussions within a reasonable time, then either party to the Claim may submit the Claim to the Board for assistance in resolving the Claim. In that event, the Board may, by notice to each known party to the Claim within thirty (30) days of its receipt of a request for assistance:

10.3.2.1 Order the parties to the Claim to continue direct discussions and negotiations for a period of up to thirty (30) days. If the Claim is not resolved in the period, then any party to a claim may again request the Board's assistance to resolve the Claim;

10.3.2.2 Order the parties to a Claim to mediate the Claim with a mediator selected by the Association. The mediator will set the rules, location and schedule for the mediation; provided, however, unless otherwise agreed, the mediation will be held within thirty (30) days of the order for mediation. If the mediation does not resolve the Claim, the parties to the Claim may proceed to litigation of the Claim in any court of competent jurisdiction;

10.3.2.3 Order the parties to a Claim to resolve the Claim through an individual arbitration by a single arbitrator conducted in accordance with the Idaho Uniform Arbitration Act (Idaho Code, Title 7, Chapter 9) with the arbitrator selected by the Association. The arbitrator will set the rules, location and schedule for the arbitration, with the intent that the rules will be as simple and expedient as the nature of the dispute allows. The parties will bear their own attorneys' fees (if any) and share the arbitrator's fees equally; provided, however, the arbitrator may award costs, arbitrator's fees and attorneys' fees to the substantially prevailing party. The arbitrator's award will be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof; or

10.3.2.4 Elect to exempt the Claim from this Article 10, at which time the parties to the Claim are free to exercise any right or remedy in accordance with applicable law.

If the Board fails to notify the Community Members within thirty (30) days of its receipt of a request for assistance, the Board will be deemed to have elected to exempt the Claim from this Article 10, at which time the parties to the Claim are free to exercise any right or remedy in accordance with applicable law

10.3.3 If any Claim is resolved through mediation or arbitration pursuant to this Article 10 and any party to the resolution thereafter fails to abide by the terms of the resolution (i.e., settlement agreement or arbitrator's award), then any other parties may take any legal or other action to enforce the settlement agreement or arbitrator's award without the need to comply again with the procedures set forth in this Article 10. In that event, the prevailing party to the enforcement action will be entitled to recover from any non-complying Community Member all costs and attorneys' fees reasonably incurred in the enforcement.

10.4 **Jury Trial Waiver**. THE ASSOCIATION AND EACH OWNER WAIVES ANY RIGHT TO TRIAL BY JURY OR TO HAVE A JURY PARTICIPATE IN ANY ACTION TO INTERPRET OR ENFORCE THE COMMUNITY DOCUMENTS.

## ARTICLE 11 INITIAL DEVELOPMENT PERIOD

11.1 **Community Management**. Each Owner recognizes that the Community will require a high level of knowledge, effort, judgment, diligence and attention during the Development Period, and that level is beyond what can reasonably be expected from Community volunteers. Accordingly, each Owner agrees that it is in the best interest of the Community for Developer to have full management authority for the Community during the Development Period, including the sole and exclusive right to appoint remove and replace directors of the Board at any time and from time-to-time in Developer's sole discretion subject to the requirements of Section **Error! Reference source not found.**.

11.2 **General Exemptions**. For this Declaration, Developer is not an "Owner" even if Developer owns a Lot, and any provision in the Community Documents that impose restrictions on an Owner does not impose that restriction on Developer, including when Developer is an owner of a Lot. Developer may take any of the following actions as Developer deems appropriate without the approval of the Board:

11.2.1 Make modifications or Improvements on any Lot or the Common Area;

11.2.2 Place or authorize signs of any size, design and number as Developer for the initial development of the Community, including signs to identify the Community, display information pertaining to the Community, display information or instructions to builders, to advertise Lots and homes for sale (including sale events and open houses), and to advertise of Community elements or events;

11.2.3 Authorize any developer or contractor to use any Lot as a model home, sales office, construction office or construction storage yard; and

11.2.4 Place or authorize temporary structures upon any Lot or the Common Area.

11.3 **Water Rights Appurtenant to Community Lands**. Developer owns certain water and water rights which are appurtenant to the Community (which may be in the form of irrigation company shares). Developer hereby reserves unto itself any and all the water and water rights appurtenant to the Community, and consequently Owners will not have any right, title or interest in the water rights. Developer will convey the portion of the water rights needed for the operation of the Irrigation System to the Association, for the Association to hold for the benefit of the Community. Any fees or assessments for the water rights will be Common Expenses.

11.4 **Developer's Exception from Assessments**. Developer will not be assessed any Regular Assessments, Special Assessments or Transfer Assessments for any Lots owned by Developer. If Developer owns at least one (1) Lot during the period, Developer will pay the shortfall, if any, in the operating Common Expenses of the Association; provided, however, the obligation will not exceed the amount that the Regular Assessments and Special Assessments that Developer would otherwise be assessed as an Owner multiplied by the total number of Lots owned by Developer on the date Regular Assessments or Special Assessments are assessed against the Owners of Lots. After the foregoing period, Developer will be assessed Regular Assessments and Special Assessments for each Lot owned by Developer.

11.5 **Assignment of Developer's Rights**. Developer may assign any or all of its rights under the Community Documents to any person or entity in a written instrument that contains the assignee's acceptance of the assignment and agreement to assume any of Developer's obligations pertaining to the rights assigned, which acceptance and assumption will be effective upon the recordation of the written instrument recorded in the real property records of the county where the Community is located. Developer will promptly provide a copy of the recorded instrument to the Association and, thereupon, be released from Developer's obligations pertaining to the rights assigned.

## ARTICLE 12 TERM

The easements created hereunder are perpetual, subject only to extinguishment by the holders of the easements as provided by law. The remainder of this Declaration runs until December 31, 2075 and thereafter will be automatically extended for successive periods of ten (10) years each, unless earlier amended or terminated in accordance with Article 14.

## ARTICLE 13 ANNEXATION AND DE-ANNEXATION

Developer may annex additional lands into the Community from time-to-time by recording a supplement to this Declaration declaring such additional lands to be part of the Community and subject to this Declaration (each a "**Supplemental Declaration**"). The Supplemental Declaration may add or delete covenants, conditions, restrictions, and easements applicable to the annexed lands as Developer may deem appropriate. Upon annexation, Owners within the annexed lands will become Owners in the Community on equal footing with the then current Owners in the Community, and will have the same rights, privileges and obligations (except as may otherwise be set forth in the annexing Supplemental Declaration). Developer will have the right to de-annex any property owned by Developer from the Community upon Developer's recordation of a Supplemental Declaration identifying the de-annexed lands and declaring that such lands will no longer be subject to this Declaration. In order to be valid, all Supplemental Declarations must refer to this Declaration and be recorded in the real property records of the county where the Community is located.

## ARTICLE 14 AMENDMENTS

14.1 **Amendment**. From and after the recordation of this Declaration until the expiration or earlier termination of the Development Period, Developer will have the exclusive right to amend, or terminate, this Declaration by executing a written instrument setting forth the amendment, or termination, and the same will be effective upon the recordation thereof in the real property records of the County where the Community is located. After the expiration or earlier termination of the Development Period, any amendment to this Declaration, or termination hereof, will be by a written instrument setting forth the amendment or termination, signed and acknowledged by the president and secretary of the Association certifying and attesting that the amendment or termination has been approved by the vote or written consent of Members representing more than sixty-five percent

(65%) of the total voting power in the Association, and the same will be effective upon the recordation thereof in the real property records of the county where the Community is located.

14.2 **Financing Amendments**. Developer and the Association will each have the independent power and authority, acting individually or collectively, to amend to this Declaration by a written instrument setting forth such amendment, if the amendment is necessary or convenient (in the reasonable opinion of Developer or the Association) to allow Owners to take full advantage of, or secure the full availability of, any financing programs offered or supported by the Federal Housing Finance Agency ("FHFA"), Federal National Mortgage Association ("FNMA" or "Fannie Mae"), the Federal Home Loan Mortgage Corp ("FMCC" or "Freddie Mac"), the Government National Mortgage Association ("GNMA" or "Ginnie Mae"), the Federal Housing Administration ("FHA"), the Veterans Administration ("VA"), Idaho Housing and Finance Association ("IHFA") or any similar federal, state or local governmental or quasi-governmental program.

14.3 **Effect of Amendment; Mortgagee Protection**. Any Supplemental Declaration or amendment or termination of this Declaration will be effective upon its recordation in the real property records of the county where the Community is located and will be binding on and effective as to all Owners, whether or not the Owners voted for or consented to the amendment or termination. Any amendment to this Declaration may add to, delete, and/or otherwise change the covenants, conditions, restrictions, and easements applicable to the Community; provided, however, no amendment will operate to defeat or render invalid the rights of the beneficiary under any Mortgage made in good faith and for value, and recorded prior to the recordation of the amendment, provided that after foreclosure of any Mortgage, the Lot will remain subject to this Declaration as supplemented or amended.

14.4 **No Amendment of Required Provisions**. Subject to Section 14.2, except with the express written of the City of Ketchum, which consent must be recorded in the real property records of the county where the Community is located, this Declaration may not be terminated or amended to cause any provision required by City of Ketchum in its approval of the Community to be contrary to the applicable requirements of the approval.

## ARTICLE 15 NOTICES

Any notices, consents, approvals or other communications required or permitted by this Declaration will be in writing and may be delivered personally, by electronic mail or by U.S. mail. Each Owner will be responsible for ensuring that the Association has the Owner's then current mailing address, physical address, electronic mail address and telephone numbers. Except where another form of notice is required by applicable law, each Owner will be deemed to have received any notice when the notice is actually received by the Owner (regardless of the method of delivery) or when the notice is delivered to any of the addresses then currently on file with the Association. Notices delivered by U.S. Mail will not be deemed received until three (3) business after posting. The Association will provide the notice addresses of all Owners to Developer or any other Owner promptly upon request (and Developer may use the addresses for sending marketing, promotional and other materials to Owners).

## ARTICLE 16 MISCELLANEOUS

16.1 **Interpretation.** This Declaration will be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Community. As used herein, the word "including" will be deemed to be followed by "but not limited to" unless otherwise indicated. Unless the context requires a contrary construction, the singular will include the plural and the plural the singular; and the masculine, feminine or neuter will each include the masculine, feminine

and neuter. All captions and titles used in this Declaration are intended solely for convenience of reference and will not affect that which is set forth in any of the provisions hereof. As used herein the terms "shall," "will," and "must" may be used interchangeably and are mandatory, while the term "may" is permissive. Any reference to a provision or document means the provision or document as it may be amended and supplemented from time to time. ***In the event that any provision of this Declaration is deemed ambiguous on any matter, the Board's interpretation of the provision will be given deference so long as the interpretation is reasonable.***

16.2 **Governing Law.** This Declaration will be governed by the laws of the State of Idaho without regard to its conflicts of law principles. Any legal action to interpret or enforce this Declaration will be filed exclusively in the state or federal courts in Idaho with proper venue.

16.3 **Legal Compliance; Severability.** This Declaration is intended to operate in harmony with, and not in conflict with, applicable law, and will therefore be subject to the limitations of applicable law. To the extent the terms of this Declaration are less restrictive than applicable law, then the more restrictive provision of applicable law will govern. Each provision of this Declaration will be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof will not affect the validity or enforceability of any other provision herein. To the extent that applicable law would render any part of this Declaration unenforceable or in violation of applicable law, and the provision is capable of amendment to become enforceable or in compliance with applicable law, then the provision will be deemed to be amended as required to be enforceable or in compliance with applicable law.

16.4 **Entire Agreement.** This Declaration and the documents referenced herein constitute the sole agreement of Developer and the Owners with respect to the subject matter herein and supersedes all prior understandings and agreements with respect to the subject matter hereof.

16.5 **No Third Party Beneficiaries.** Except as otherwise set forth herein, this Declaration and each and every provision herein is for the exclusive benefit of Developer, the Association and the Owners and not for the benefit of any third party.

16.6 **No Waiver.** No waiver by the Association hereunder may be oral. No waiver, forbearance, delay, indulgence or failure by the Association to enforce any of the provisions of this Declaration will in any way prejudice or limit the Association's right thereafter to enforce or compel strict compliance with the provision hereof, any course of dealing or custom of the trade notwithstanding. No delay or omission on the part of the Association will operate as a waiver thereof, nor will any waiver by the Association of any breach of this Declaration operate as a waiver of any subsequent or continuing breach of this Declaration.

16.7 **Enforcement; Remedies.** The failure of any Owner or Occupant to comply with applicable law pertaining to the ownership, use or occupancy of any Lot or the Community, or to comply with any provision of the Community Documents, is hereby declared a nuisance and gives rise to a cause of action (subject to Article 10) in Developer, the Association (on its own and/or on behalf of any consenting Owners) and any affected Owner for recovery of damages or for negative or affirmative injunctive relief or both enforce the provisions hereof only as set forth in this Declaration. Each remedy provided herein is cumulative and not exclusive. If any party initiates or defends any legal action or proceeding to interpret or enforce any of the terms of this Declaration, the substantially prevailing party will be entitled to recover any costs and attorneys' fees reasonably incurred therein.

16.8 **Consents and Approvals.** Subject to Developer's rights as Developer as a special member of the Association (e.g., as the sole voting member) during the Development Period, any consents or

approvals required or contemplated herein must be in a writing executed by the party whose consent or approval is required or contemplated. No Owner unreasonably withhold, condition or delay its consent or approval of any matter requested by Developer, the Association or another Owner.

16.9 **Recitals and Exhibits.** All recitals and exhibits to this Declaration are true, correct, material, and are hereby incorporated as if set forth herein in full.

SIGNATURE PAGE

Developer has executed this Declaration effective as of the Effective Date.

"Developer" 108-110 Ritchie, LLC, a Nevada limited liability company

BY: PRESIDIO VISTA PROPERTIES, INC., a Nevada corporation, its manager

By: _____
David Duffield, President

STATE OF IDAHO )
) ss.
County of Blaine )

This record was acknowledged before me on _____ ___, 2026, by David Duffield as President of Presidio Vista Properties, Inc., manager of 108-110 Ritchie, LLC, a Nevada limited liability company.

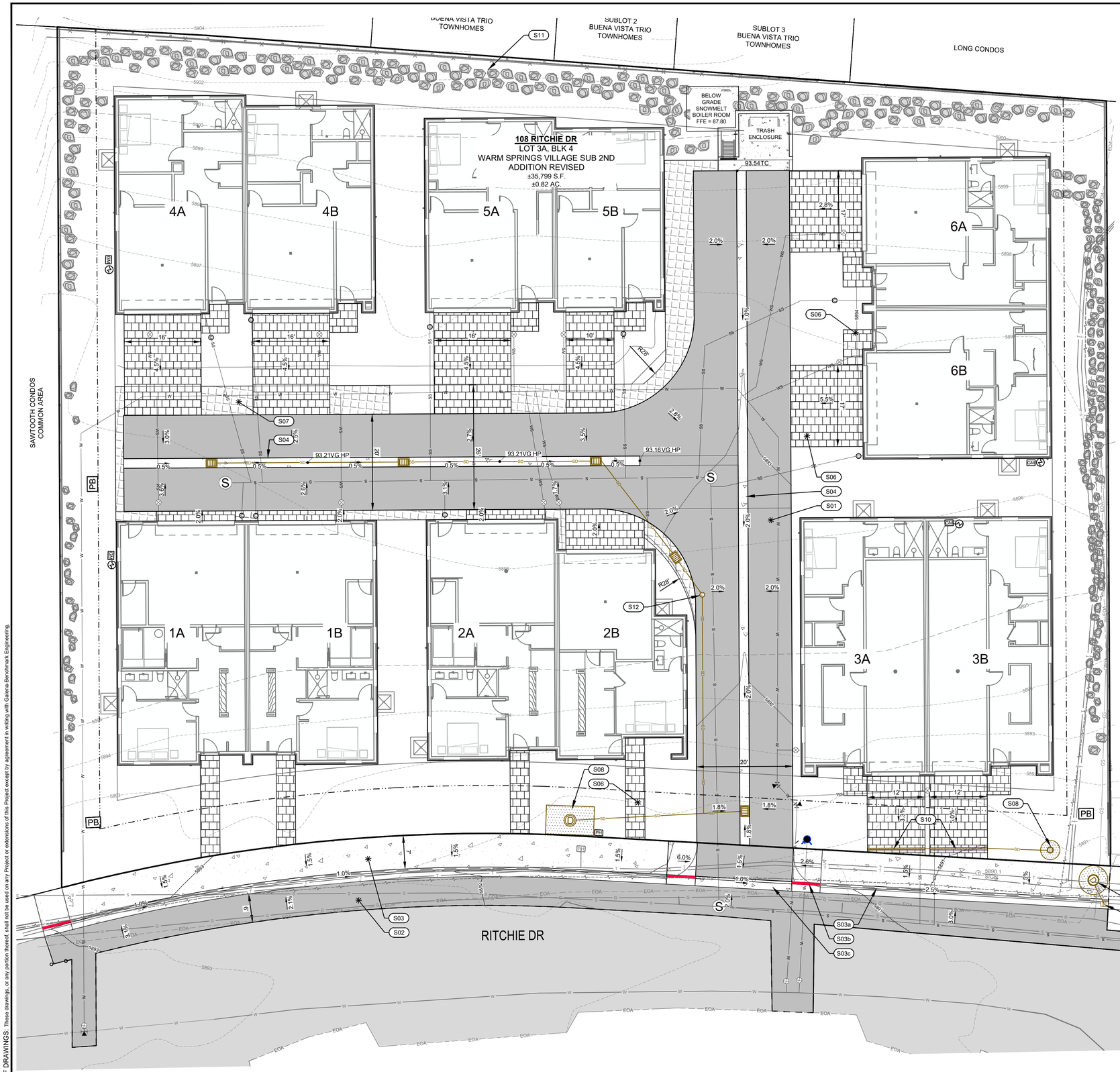
_____
Signature of Notary Public

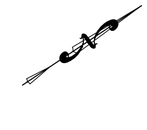
My commission expires: _____

**EXHIBIT A**

**INITIAL PLAT**

[ incorporate prior to execution ]



## LEGEND

- BLOCK BOUNDARY
- ADJOINER'S LOT LINE
- EASEMENT
- ROAD CENTERLINE
- 5' CONTOUR INTERVAL (EXISTING)
- 1' CONTOUR INTERVAL (EXISTING)
- FENCE LINE
- RETAINING WALL
- ASPHALT
- STORM DRAIN PROPOSED
- SAWCUT LINE
- 5' CONTOUR INTERVAL
- 1' CONTOUR INTERVAL

## SITE IMPROVEMENT KEY NOTES

- S01 CONSTRUCT HEATED ASPHALT ROADWAY. SEE DETAIL TBD.
- S02 CONSTRUCT ASPHALT ROADWAY / ASPHALT REPAIR. SEE DETAIL TBD.
- S03 CONSTRUCT CONCRETE SIDEWALK, CURB AND GUTTER.
  - a. 6" ROLLED C&G
  - b. CURB TRANSITION
  - c. ZERO REVEAL CURB AND GUTTER
- S04 CONSTRUCT 24" WIDE HEATED CONCRETE VALLEY GUTTER
- S06 INSTALL HEATED SITE PAVERS. SEE LANDSCAPE PLAN FOR DETAILS.
- S07 INSTALL SITE GRASS PAVE. SEE LANDSCAPE PLAN FOR DETAILS.
- S08 CONSTRUCT DRYWELL. SEE DETAIL TBD. PROVIDE MIN. 12-24" SOIL COVER FOR PLANTINGS. REFER TO LANDSCAPE PLANS FOR SOIL COVER REQUIREMENTS.
- S09 CONSTRUCT 30" CATCH BASIN. SEE DETAIL TBD.
- S10 INSTALL TRENCH DRAIN.
- S11 SEE LANDSCAPE SHEETS FOR SITE GRADING AND BOULDER PLACEMENT.
- S12 SD CLEANOUT

# GRADING & DRAINAGE PLAN
# WARM SPRINGS VILLAGE SUB, 2ND ADD. REV. BLOCK 4, LOT 3A

LOCATED WITHIN SECTION 14, T.4 N., R.17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
PREPARED FOR: PRESIDIO VISTA PROPERTIES

PROJECT INFORMATION
G:\BMA\Warm springs village\2nd addition\2nd Addition, REVISED\Block 4\23283 Lot 3A 108-110 Ritchie Dr\dwg\Construction\23283 CIVIL.dwg 02/10/26 2:04:56 PM

PROFESSIONAL ENGINEER — REGISTERED — 13788 — 2/9/2026 — STATE OF IDAHO — JEFFREY LAMOUREUX

| | |
|---|---|
| DESIGNED BY: | SS |
| DRAWN BY: | SS/PSF |
| CHECKED BY: | JL |
| SURVEY DATE: | 06/12/22 |


GALENA–BENCHMARK ENGINEERING
Civil Engineers & Land Surveyors
100 Bell Drive
P.O. Box 733
Ketchum, Idaho 83340
(208) 726-9512
www.benchmark-associates.com

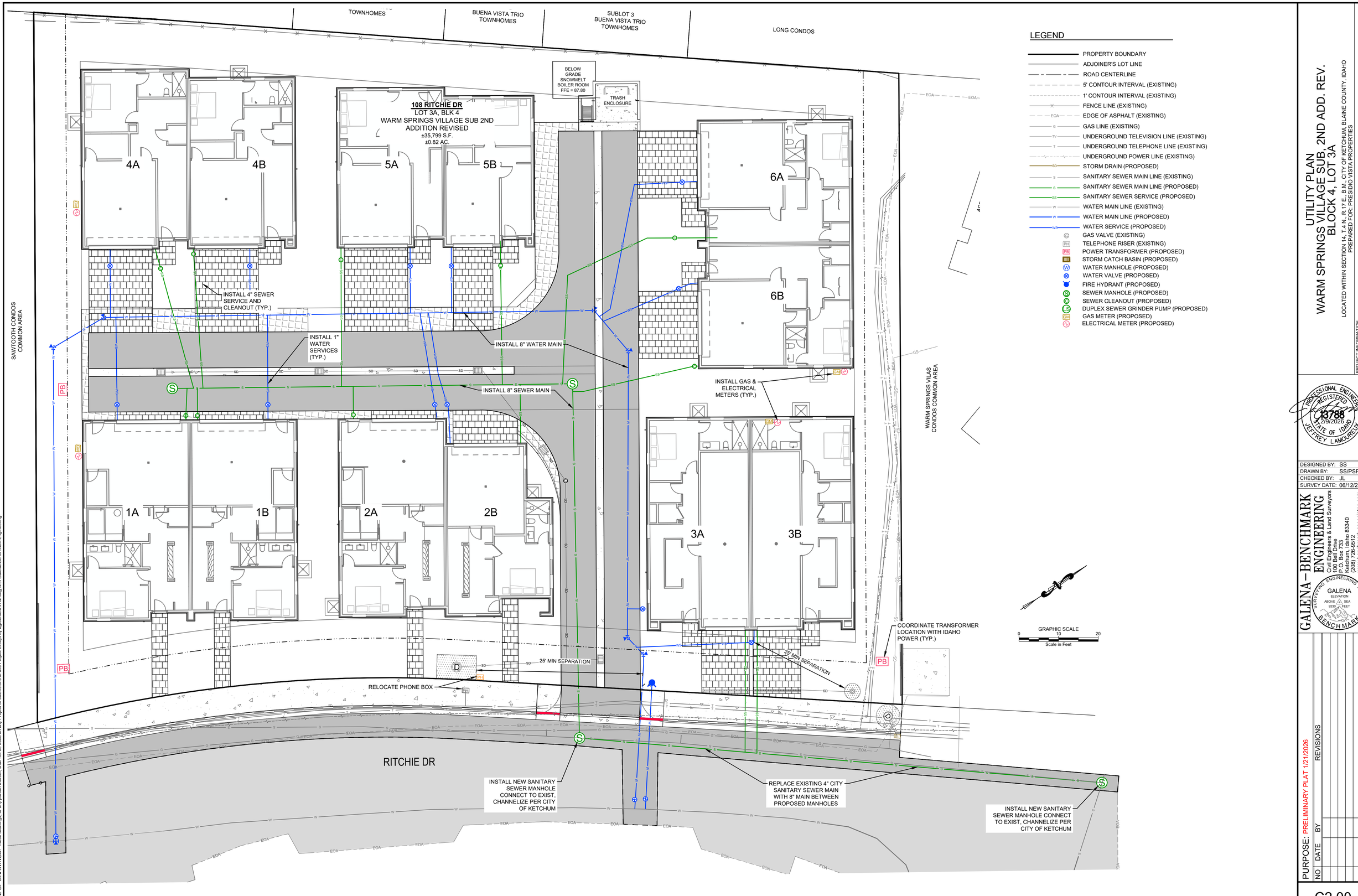

GALENA ELEVATION ABOVE SEA 9230 FEET — SURVEYING ENGINEERING PLANNING — BENCH MARK

PURPOSE: PRELIMINARY PLAT 1/21/2026

| NO | DATE | BY | REVISIONS |
|---|---|---|---|

C1.00


REUSE OF DRAWINGS: These drawings, or any portion thereof, shall not be used on any Project or extensions of this Project except by agreement in writing with Galena-Benchmark Engineering.




## LEGEND

- PROPERTY BOUNDARY
- ADJOINER'S LOT LINE
- ROAD CENTERLINE
- 5' CONTOUR INTERVAL (EXISTING)
- 1' CONTOUR INTERVAL (EXISTING)
- FENCE LINE (EXISTING)
- EDGE OF ASPHALT (EXISTING)
- GAS LINE (EXISTING)
- UNDERGROUND TELEVISION LINE (EXISTING)
- UNDERGROUND TELEPHONE LINE (EXISTING)
- UNDERGROUND POWER LINE (EXISTING)
- STORM DRAIN (PROPOSED)
- SANITARY SEWER MAIN LINE (EXISTING)
- SANITARY SEWER MAIN LINE (PROPOSED)
- SANITARY SEWER SERVICE (PROPOSED)
- WATER MAIN LINE (EXISTING)
- WATER MAIN LINE (PROPOSED)
- WATER SERVICE (PROPOSED)
- GAS VALVE (EXISTING)
- TELEPHONE RISER (EXISTING)
- POWER TRANSFORMER (PROPOSED)
- STORM CATCH BASIN (PROPOSED)
- WATER MANHOLE (PROPOSED)
- WATER VALVE (PROPOSED)
- FIRE HYDRANT (PROPOSED)
- SEWER MANHOLE (PROPOSED)
- SEWER CLEANOUT (PROPOSED)
- DUPLEX SEWER GRINDER PUMP (PROPOSED)
- GAS METER (PROPOSED)
- ELECTRICAL METER (PROPOSED)

REUSE OF DRAWINGS: These drawings, or any portion thereof, shall not be used on any Project or extensions of this Project except by agreement in writing with Galena-Benchmark Engineering.

# UTILITY PLAN
# WARM SPRINGS VILLAGE SUB, 2ND ADD. REV. BLOCK 4, LOT 3A

LOCATED WITHIN SECTION 14, T.4 N., R.17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
PREPARED FOR: PRESIDIO VISTA PROPERTIES

PROJECT INFORMATION
G:\BMA\W\warm springs village\2nd addition\2nd Addition, REVISED\Block 4\23283 Lot 3A 108-110 Ritchie Dr\dwg\Construction\23283 CIVIL.dwg 02/10/26 2:04:56 PM

PROFESSIONAL ENGINEER
REGISTERED
13788
2/9/2026
STATE OF IDAHO
JEFFREY LAMOUREUX

| | |
|---|---|
| DESIGNED BY: | SS |
| DRAWN BY: | SS/PSF |
| CHECKED BY: | JL |
| SURVEY DATE: | 06/12/22 |

GALENA–BENCHMARK ENGINEERING
Civil Engineers & Land Surveyors
100 Bell Drive
P.O. Box 733
Ketchum, Idaho 83340
(208) 726-9512
www.benchmark-associates.com

GALENA ELEVATION ABOVE SEA LEVEL 5630 FEET
SURVEYING ENGINEERING PLANNING BENCH MARK

PURPOSE: PRELIMINARY PLAT 1/21/2026

| NO | DATE | BY | REVISIONS |
|---|---|---|---|

C2.00

# 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 EXTRACONTRACTUAL 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

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

STEWART TITLE GUARANTY COMPANY
INCORPORATED
1908
TEXAS

Frederick H. Eppinger
President and CEO

David Hisey
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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(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 A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

***Transaction Identification Data for reference only:***

| | |
|---|---|
| Issuing Agent: | Blaine County Title, Inc. |
| Issuing Office: | 360 Sun Valley Road, P.O. Box 3176, Ketchum, ID 83340 |
| Issuing Office's ALTA® Registry ID: | N/A |
| Loan ID Number: | N/A |
| Commitment Number: | 2124145 |
| Issuing Office File Number: | 2124145 |
| Property Address: | 108 Ritchie Dr., Ketchum, ID 83340 |
| Revision Number: | 1 |

1. **Commitment Date:** February 18, 2026 at 8:00 A.M.

2. **Policy to be issued:** **Proposed Policy Amount**

   (a) ALTA Owner's Policy

   Proposed Insured:

   (b) ALTA Loan Policy

   Proposed Insured:

3. **The estate or interest in the Land described or referred to in this Commitment is:**

   Fee Simple

4. **The Title is, at the Commitment Date, vested in:**

   108-110 Ritchie, LLC, a Nevada limited liability company

5. **The Land is described as follows:**

   Lot 3A, Block 4 of LOT 3A, BLOCK 4, WARM SPRINGS VILLAGE SUBDIVISION, SECOND ADDITION REVISED, as shown on the official plat thereof, recorded as Instrument No. 698773, records of Blaine County, Idaho.



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# ALTA COMMITMENT FOR TITLE INSURANCE
# SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

**Requirements**

File No.: 2124145- 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.



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# ALTA COMMITMENT FOR TITLE INSURANCE
# SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

**Exceptions**

File No.: 2124145- 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. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims, or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.

7. Any lien or right to a lien for services, labor, equipment, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

8. Rights of the state or federal government and/or public in and to any portion of the land for right of way (whether or not such rights are shown by recordings of easements and/or maps in the Public Records by the State of Idaho showing the general location of these rights of way).

9. 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.



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# ALTA COMMITMENT FOR TITLE INSURANCE
# SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

**Exceptions**

10. General taxes for the year 2026 and subsequent years, which are a lien not yet payable.

    Note: General taxes for the year 2025, a lien in the amount of $6,614.68, which are paid in full. (Parcel No. RPK0595004003A)

11. Water and sewer charges of the City of Ketchum.

12. Ketchum rubbish charges billed by Clear Creek Disposal.

13. Notes, Easements and Restrictions as shown on the plat of Warm Springs Village Subdivision, Second Addition Revised, recorded August 8, 1962 as Instrument No. 117271, records of Blaine County, Idaho.

14. All matters depicted on that certain Survey, recorded March 18, 2022, as Instrument No. 692364, records of Blaine County, Idaho.

15. Notes, Easements and Restrictions as shown on the plat of Lot 3A, Block 4, Warm Springs Village Subdivision, Second Addition Revised, recorded February 7, 2023 as Instrument No. 698773, records of Blaine County, Idaho.

END OF EXCEPTIONS



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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? |
|---|---|---|
| **For our everyday business purposes**— 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 |
| **For our marketing purposes**— to offer our products and services to you. | Yes | No |
| **For joint marketing with other financial companies** | No | We don't share |
| **For our affiliates' everyday business purposes**— information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. *Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company* | Yes | No |
| **For our affiliates' everyday business purposes**— information about your creditworthiness. | No | We don't share |
| **For our affiliates to market to you** — 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 optout@stewart.com or fax to 1-800-335-9591. |
| **For non-affiliates to market to you.** 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

| | |
|---|---|
| **How often do the Stewart Title Companies notify me about their practices?** | We must notify you about our sharing practices when you request a transaction. |
| **How do the Stewart Title Companies protect my personal information?** | To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards. |
| **How do the Stewart Title Companies collect my personal information?** | We collect your personal information, for example, when you<br>▪ request insurance-related services<br>▪ provide such information to us<br>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. |
| **What sharing can I limit?** | 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
- 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

**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

BCT
BLAINE COUNTY TITLE

360 Sun Valley Road
PO Box 3176
Ketchum, ID 83340
Phone: (208) 726-0700 Fax: (208) 726-8406

**Date:** December 29, 2021 **Order Number:** 2124145

108-110 Ritchie, LLC
930 Tahoe Blvd Ste 802-80
Incline Village, NV 89451

We thank you for the opportunity to be of service to you, and we are pleased to enclose your title insurance policy covering your newly acquired property. This policy is a valuable document and should be safeguarded with your important papers.

We have great interest in making certain you understand the purpose of title insurance and your protection under this policy. Basically, it is a contract with us in which we agree to defend and insure against any losses, which you may suffer because of any defects in the title to your property as of the date of this policy.

There is another plus to this policy. Should you sell, refinance or build on this specific property within two years of this policy date, present this policy to us and you will receive a 25% credit of the premium paid on this policy toward the premium on the policy you are required to present to your purchaser or lender at the time of closing.

These documents have also been scanned and filed electronically online using our secure SureClose Transaction Management system. If, for any reason you need copies or lose your originals, you can always access your documents online. For more information on obtaining your username and password, simply contact our office.

Thank you for using **Blaine County Title, Inc.** , your information source for Title Insurance, past, present and future.

Sincerely,

Blaine County Title, Inc.

Terry Washburn
Title Officer

Enclosures: Owner's Policy No.: O-0000-699857948
Warranty Deed No.: 688855

**Instrument # 688855**
HAILEY, BLAINE, IDAHO
11-19-2021 11:06:19 AM No. of Pages: 2
Recorded for: BLAINE COUNTY TITLE
STEPHEN MCDOUGALL GRAHAM Fee: $15.00
Ex-Officio Recorder Deputy: GWB
Electronically Recorded by Simplifile

BCT
BLAINE COUNTY TITLE

# WARRANTY DEED

FOR VALUE RECEIVED

Robert S. Taylor, a single man

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

108-110 Ritchie, LLC, a Nevada limited liability company

GRANTEE(S) whose current address is: 930 Tahoe Blvd Ste 802-80, Incline Village, NV 89451

the following described premises, to-wit:

Lots 3 and 4 in Block 4 of WARM SPRINGS VILLAGE SUBDIVISION, SECOND ADDITION REVISED, as shown on the official plat thereof, recorded as Instrument No. 117271, 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; 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 18 day of November, 2021.

Robert S. Taylor

Notary Page - Next Page

State of Idaho,
County of Blaine

This record was acknowledged before me on 18 day of November, 2021, by Robert S. Taylor.

Notary Public
My Commission Expires: 7.26.2023

(STAMP)

KATHY SEAL
COMMISSION NO. 11803
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 07/26/23

City of Ketchum

# ATTACHMENT 3

Draft Findings of Fact, Conclusions of Law, and Decision

City of Ketchum
Planning & Building

| | |
|---|---|
| IN RE: | ) |
| | ) |
| The Chalets at Warm Springs Townhomes | ) KETCHUM CITY COUNCIL |
| Preliminary Plat | ) FINDINGS OF FACT, CONCLUSIONS OF LAW, AND |
| Application File Number: P26-009 | ) DECISION |
| Date: July 9, 2026 | ) |
| | ) |
| | ) |

| | |
|---|---|
| PROJECT: | The Chalets at Warm Springs Townhomes |
| APPLICATION TYPE: | Preliminary Plat |
| FILE NUMBER: | P26-009 |
| PROPERTY OWNER: | 108-110 Ritchie, LLC |
| REPRESENTATIVE: | Hank Moore, Presidio Development |
| LOCATION: | 108 Richie Dr (WARM SPRINGS VILL SUB 2ND REV LOT 3A BLK 4) |
| ZONING: | Tourist 3000 (T-3000) |
| OVERLAY: | None |

## RECORD OF PROCEEDINGS

The preliminary plat application was received on February 26, 2026. The application was processed and deemed complete on February 26, 2026. Following receipt of the complete application, Planning staff routed the application materials to all city departments for review. City department comments were provided to the applicant on April 7, 2026. The applicant submitted revised project materials on May 4, 2026. City departments completed a second round of review by May 7, 2026 confirming that all comments had been addressed satisfactorily though the applicants' revisions to the plans or conditions of approval.

A public hearing was held for the Townhouse Subdivision Preliminary Plat on June 4, 2026 before the Ketchum Planning and Zoning Commission ("Commission"). Prior to the public hearing 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 13, 2026. The public hearing notice was published in the Idaho Mountain

Express on May 13, 2026. A notice was posted on the project site and the City's website on May 20, 2026. The Commission gave a unanimous recommendation of approval to City Council ("Council") and adopted Findings of Fact, Conclusions of Law, and Decision at the June 17, 2026 Commission meeting. Staff subsequently scheduled a public hearing for the Council.

A public hearing notice for the City Council hearing was mailed to all owners of property within 300 feet of the project site and all political subdivisions on June 17, 2026. The public hearing notice was published in the Idaho Mountain Express on June 17, 2026. A notice was posted on the project site on July 1, 2026 and on the City's website on June 24, 2026.

## BACKGROUND

The applicant submitted a Design Review application for the development of 12-, three- and four-bedroom, townhouse units at 108 Ritchie Drive (the subject property). The subject property is located in the Tourist 3000 (T-3000) zone district. The Design Review was approved by the Commission on December 9, 2025 and the Commission adopted the Findings of Fact, Conclusions of Law, and Decision for the Design Review on January 20, 2026. Condition of approval number 14 of the Design Review application requires a Preliminary Plat application to be submitted prior to building permit issuance. No building permit has been issued for the project.

The proposal exceeds the floor area ratio of the subject property, as permitted in the T-3000 zone. The FAR Exceedance Agreement for the subject property was approved by the City Council on March 25, 2026.

## FINDINGS OF FACT

The Council, having reviewed the entire project record, provided notice, and conducted the required public hearing, does hereby find that the project meets the criteria (below) for a Preliminary Plat approval per §16.07.080.A.1.d of the Ketchum Municipal Code:

A. Is consistent with the comprehensive plan;
B. Complies with the standards in Chapter 16.06, *Subdivision*;
C. Complies with the applicable zoning district standards;
D. Complies with the use, dimensional, design, and development standards in this Code;
E. Provides a layout of lots, streets, blocks, driveways, utilities, drainage, and other public facilities and services designed to minimize the amount of disturbance to sensitive areas and/or community assets;
F. Provides evidence of public water and sewer system connections; and
G. Identifies and adequately mitigates known natural hazard areas.

The Council finds that the application is consistent with the comprehensive plan and conforms to all applicable standards and criteria as set forth in Chapter 16.06 – *Subdivision* and §16.07.080.A.1 – *Preliminary Plats.* Therefore, the Council does hereby make and set forth these Findings of Fact, Conclusions of Law, and Decision as follows:

## CRITERIA A: COMPREHENSIVE PLAN CONFORMANCE

The 2025 Comprehensive Plan designates the subject property's future land use as High Density Residential (HDR) in the Future Land Use Map (FLUM). The primary use of HDR is townhomes and multifamily residential with the density range being between 11 to 20 dwelling units per acre. The proposed project as shown on the preliminary plat is a townhome development with a density of 14.69

dwelling units per acre. The Council finds the proposed development meets the intent of the future land use designation as proposed.



*Figure 1: Subject Property*

Comprehensive Plan Chapter 3 core value "Distinctive Built and Natural Environment" policies support this proposal. Policy BNE 1.5 considers context sensitive development and requires "infill and redevelopment projects to be tailored to the surrounding neighborhood context and applicable future land use categories." Policy BNE -1.1: Growth Management supports the efficient use of Ketchum's limited land area.

The surrounding Warm Springs neighborhood is characterized by a variety of two- and three-story multi-family and duplex developments. See Figure 1 to the left for the subject property in yellow. The surrounding properties have an outline of the buildings. Where no building is shown, the property is either vacant or has a single-family residence. As shown in the image, most of the surrounding properties have a similar development pattern as the proposed development. Additionally, the construction and subdivision of 108 Ritchie is efficient use of Ketchum's limited land area.

With conformance to the 2025 FLUM and Comprehensive Plan policies, the Council finds that the development is consistent with the Comprehensive Plan.

## CRITERIA B – G: CONFORMANCE WITH APPLICABLE STANDARDS AND CRITERIA

### FINDINGS REGARDING COMPLIANCE WITH ZONING REGULATIONS

| Applicable Zoning Standards Analysis | | | | |
|---|---|---|---|---|
| Compliant | | | | |
| Yes | No | N/A | City Code | Standards and Conformance |
| ☒ | ☐ | ☐ | 16.02.040.B.2 | Minimum Lot Area and Width |
| | | | *Council Findings* | Permitted: 8,000 square feet with minimum of 80-foot width<br><br>The lot is 35,799 SF lot area with an approximate average lot width of 215 feet. |
| ☒ | ☐ | ☐ | 16.02.080.B | FAR or Lot Coverage |
| | | | *Council Findings* | Permitted FAR: 0.5<br>Permitted FAR with Community Housing: 1.6<br>Approved FAR: 1.3<br><br>FAR Exceedance Agreement approved by City Council on March 25, 2026. |

| | | | | |
|---|---|---|---|---|
| ☒ | ☐ | ☐ | 16.04.070.B | Minimum Residential Density |
| | | | *Council Findings* | Required: 4 residential units per 10,000 SF of lot area<br>Total Lot Area: 29,902 SF / 10,000 SF = 2.99<br>2.99 x 4 units = 12 units<br><br>Proposed: 12 Units & Subdivisions |
| ☒ | ☐ | ☐ | 16.04.020.C. 12.i(2) | Driveways |
| | | | *Council Findings* | Permitted: Not less than 12 feet and not more than 35% of street frontage or 30 feet (whichever is less) unless otherwise approved by the City Engineer.<br><br>Proposed: Private roads curb cuts onto public roads are not subject to driveway width requirements. Building 2 has driveways directly onto Ritchie Dr which are 12 feet in width for a total of 24 feet. The total length of the property is approximately 219 ft. 35% of street frontage would be 77 ft, therefore the maximum width is 30 feet. A total of 24 feet is proposed. |
| ☒ | ☐ | ☐ | 16.02.080.B | Open Site Area |
| | | | *Council Findings* | Required: 35% site area excluding buildings, structures, parking areas, driveways, cul-de-sacs or streets - A maximum of five percent open site area may be used for private decks or patios and walkways subject to design review approval.<br>Required Open Site Area:<br>12,523 SF (35%) total – of that total, a maximum of 626 SF can be private decks or patios and walkways<br><br>Total Lot area: 35,799 SF<br>Total SF of Buildings, Streets, Driveways, and Dumpster = 22,864 SF<br>35,799 SF – 22,864 SF = 12,935 SF = 37%<br>Total proposed patios and walkways = 622.25 SF = <5% |

FINDINGS REGARDING COMPLIANCE WITH PRELIMINARY PLAT DIGITAL COPIES

| Preliminary Plat Digital Copy Requirements | | | | |
|---|---|---|---|---|
| Compliant | | | | |
| Yes | No | N/A | City Code | Standards and Conformance |
| ☒ | ☐ | ☐ | 16.07.080.A. c.(2)(A)viii(a) | The scale, north point and date. |
| | | | *Council Findings* | The preliminary plat includes a scale, north point, and date. |
| ☒ | ☐ | ☐ | 16.07.080.A. c.(2)(A)viii(b) | The name of the proposed subdivision. Subdivision names shall not be the same or confused with the name of any other subdivision in Blaine County, Idaho and shall be approved by the Blaine County Assessor. |

| | | | | |
|---|---|---|---|---|
| | | | *Council Findings* | The preliminary plat includes the name of the proposed subdivision: The Chalets at Warm Springs. This name is not currently applied to any other property in Blaine County. |
| ☒ | ☐ | ☐ | 16.07.080.A.c.(2)(A)viii(c) | The name and address of the owner of record, the subdivider, and the engineer, surveyor, or other person preparing the plat. |
| | | | *Council Findings* | The name and address of the owner of record, the subdivider, and the surveyor are shown in the bottom left corner on page one of the preliminary plat. 108 – 110 Ritchie LLC is the owner and subdivider. Mark Van Duser, Galena-Benchmark Engineering, is the surveyor. |
| ☒ | ☐ | ☐ | 16.07.080.A.c.(2)(A)viii(d) | Legal description of the area platted. |
| | | | *Council Findings* | The legal description is included in line two under the proposed subdivision name. |
| ☒ | ☐ | ☐ | 16.07.080.A.c.(2)(A)viii(e) | The names and the intersecting boundary lines of adjoining subdivisions and parcels of property. |
| | | | *Council Findings* | The preliminary plat indicates the boundary lines of the adjoining lots including townhouse lots and lots within Warm Springs Village Subdivision Second Addition. |
| ☒ | ☐ | ☐ | 16.07.080.A.c.(2)(A)viii(f) | A contour map of the subdivision with contour lines and a maximum interval of two feet to show the configuration of the land based upon the United States geodetic survey data, or other data approved by the City Engineer. |
| | | | *Council Findings* | The preliminary plat shows the contour lines for the subject property. |
| ☒ | ☐ | ☐ | 16.07.080.A.c.(2)(A)viii(g) | The scaled location of existing buildings, water bodies and courses and location of the adjoining or immediately adjacent dedicated streets, roadways and easements, public and private. |
| | | | *Council Findings* | The preliminary plat shows the scaled location of the adjacent street. There are no existing buildings or bodies of water on the subject property. |
| ☒ | ☐ | ☐ | 16.07.080.A.c.(2)(A)viii(h) | Boundary description of the tract. |
| | | | *Council Findings* | Boundary description of the tract is included as longitude and latitude along the property lines. |
| ☒ | ☐ | ☐ | 16.07.080.A.c.(2)(A)viii(i) | Existing zoning of the tract. |
| | | | *Council Findings* | The existing zoning of the subject property is contained in plat note #28. |
| ☒ | ☐ | ☐ | 16.07.080.A.c.(2)(A)viii(j) | The proposed location of street rights of way, lots, and lot lines, easements, including all approximate dimensions, and including all proposed lot and block numbering and proposed street names. |

| | | | | |
|---|---|---|---|---|
| | | | *Council Findings* | The proposed private roads (Baldy Way and Chalet Drive), sublots, and easements are shown and dimensioned. |
| ☒ | ☐ | ☐ | 16.07.080.A.c.(2)(A)viii(k) | The location, approximate size and proposed use of all land intended to be dedicated for public use or for common use of all future property owners within the proposed subdivision. |
| | | | *Council Findings* | The preliminary plat shows the approximate size and proposed land use for access, public utility easements, and common area. |
| ☒ | ☐ | ☐ | 16.07.080.A.c.(2)(A)viii(l) | The location, size and type of sanitary and storm sewers, water mains, culverts and other surface or subsurface structures existing within or immediately adjacent to the proposed sanitary or storm sewers, water mains, and storage facilities, street improvements, street lighting, curbs, and gutters and all proposed utilities. |
| | | | *Council Findings* | All sewers, water mains, street improvements, curbs and gutters are shown. |
| ☒ | ☐ | ☐ | 16.07.080.A.c.(2)(A)viii(m) | The direction of drainage, flow and approximate grade of all streets. |
| | | | *Council Findings* | The grade and drainage of Ritchie Drive is shown. |
| ☐ | ☐ | ☒ | 16.07.080.A.c.(2)(A)viii(n) | The location of all drainage canals and structures, the proposed method of disposing of runoff water, and the location and size of all drainage easements, whether they are located within or outside of the proposed plat. |
| | | | *Council Findings* | N/A – Drainage canals and drainage easements are not proposed. |
| ☒ | ☐ | ☐ | 16.07.080.A.c.(2)(A)viii(o) | Vicinity map drawn to approximate scale showing the location of the proposed subdivision in reference to existing and/or proposed arterials and collector streets. |
| | | | *Council Findings* | The preliminary plat contains a vicinity map referencing existing arterials and collector streets. |
| ☐ | ☐ | ☒ | 16.07.080.A.c.(2)(A)viii(p) | The boundaries of the floodplain, floodway and avalanche overlay district shall also be clearly delineated and marked on the preliminary plat or note provided if the entire project is in the floodplain, floodway or avalanche overlay district. |
| | | | *Council Findings* | N/A – Property is not in the floodplain, floodway, or avalanche overlay. |
| ☐ | ☐ | ☒ | 16.07.080.A.c.(2)(A)viii(q) | Building envelopes shall be shown on each lot, all or part of which is within a floodway, floodplain, or avalanche zone; or any lot that is adjacent to the Big Wood River, Trail Creek, or Warm Springs Creek; or any lot, a portion of which has a slope of twenty five percent (25%) or greater; or upon any lot which will be created adjacent to the intersection of two or more streets. |
| | | | *Council Findings* | N/A – Property is not in the floodplain, does not contain land with a slope of 25%, and is not creating a corner lot. |

| | | | | |
|---|---|---|---|---|
| ☒ | ☐ | ☐ | 16.07.080.A. c.(2)(A)viii(r) | Lot area of each lot. |
| | | | *Council Findings* | The preliminary plat shows the lot area of each sublot. |
| ☒ | ☐ | ☐ | 16.07.080.A. c.(2)(A)viii(s) | Existing mature trees and established shrub masses. |
| | | | *Council Findings* | The lot is currently vacant and does not contain existing mature trees or shrub masses. |

FINDINGS REGARDING PRELIMINARY PLAT SUBDIVISION REQUIREMENTS

| Preliminary Plat Development and Design Requirements | | | | |
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| Compliant | | | | |
| Yes | No | N/A | City Code | Standards and Conformance |
| ☒ | ☐ | ☐ | 16.06.050.A | Lot Requirements:<br>1. Lot size, width, depth, shape and orientation and minimum building setback lines shall be in compliance with the zoning district in which the property is located and compatible with the location of the subdivision and the type of development, and preserve solar access to adjacent properties and buildings.<br>2. Corner lots outside of the original Ketchum Townsite shall have a property line curve or corner of a minimum radius of 25 feet unless a longer radius is required to serve an existing or future use.<br>3. Side lot lines shall be within 20 degrees to a right angle or radial line to the street line.<br>4. Double frontage lots shall not be created.<br>5. Every lot in a subdivision shall have a minimum of 20 feet of frontage on a dedicated public street or legal access via an easement of 20 feet or greater in width. Easement shall be recorded in the office of the Blaine County recorder prior to or in conjunction with recordation of the final plat.<br>6. In the LR-1 District, the maximum density of a single development is one dwelling unit per acre of gross land area of less than 25 percent slope. |
| | | | *Council Findings* | 1. The proposed townhouse subdivision meets all dimensional standards as outlined in the T-3000 zone district for the parent lot. The minimum lot size is 8,000 square feet and the parent lot for the subject property is 35,574 square feet. The new attached townhomes meet minimum setback requirements in the T-3000 for the front, side, and rear.<br>2. N/A – a corner lot is not being proposed.<br>3. The parent lot of the townhouse subdivision and the newly created sublot lot lines are within 20 degrees to a right angle to the street lot line along Ritchie Drive, Baldy Way, and Chalet Drive.<br>4. A double frontage lot is not being proposed.<br>5. Sublots 1-6 have a minimum of 20 feet of frontage along Ritchie Drive and Sublots 7 -12 have a minimum of 20 feet of frontage along the private roads which is an access and public utility easement.<br>6. N/A – The subject property is in the T-3000 zone. |

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| ☐ | ☐ | ☒ | 16.06.050.B | Building Envelopes:<br>1. Building envelopes shall be shown on preliminary and final plats when a proposed subdivision includes lot(s):<br>a. In whole or in part within the floodplain;<br>b. That contain land with a slope in excess of 25 percent, based upon natural contours; or<br>c. Create corner lots at the intersection of two or more streets.<br>2. The building envelopes shall be located in a manner designed to promote orderly and logical development of structures, minimize congestion of structures, and provide open space and solar access for each lot and structure.<br>3. Building envelopes shall be located to promote access to the lots and maintenance of public utilities, to minimize cut and fill for roads and building foundations, and minimize adverse impact upon environment, watercourses, and topographical features.<br>4. Structures may only be built on buildable lots as defined in §16.08.020. Building envelopes shall be established outside of hillsides of 25 percent and greater and outside of the floodway. A Subdivision Exception to this standard may only be considered for the following:<br>a. For parcels that are entirely within slopes of 25 percent or greater to create a reasonable building envelope, provided the Mountain Overlay District standards and all other City requirements are met.<br>b. For small encroachments into or over isolated pockets of land with a slope of 25 percent or greater that are found to be in compliance with the purposes and standards of the Mountain Overlay District and this section. |
| | | | *Council Findings* | N/A – Property is not in the floodplain, does not contain land with a slope of 25%, and is not creating a corner lot. |
| ☐ | ☐ | ☒ | 16.06.050.C | Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:<br>1. No block shall be longer than 1,200 feet (1,200'), nor less than 400 feet between the street intersections, and shall have sufficient depth to provide for two tiers of lots.<br>2. Blocks shall be laid out in such a manner as to comply with the lot requirements.<br>3. The layout of blocks shall take into consideration the natural topography of the land to promote access within the subdivision and minimize cuts and fills for roads and minimize adverse impact on environment, watercourses and topographical features.<br>4. Except in the original Ketchum Townsite, corner lots shall contain a building envelope outside of a 75-foot radius from the intersection of the streets. |
| | | | *Council Findings* | N/A – No new blocks are being created. |
| ☒ | ☐ | ☐ | 16.06.050.D | Street Improvement Requirements: |

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| | | | | 1. The arrangement, character, extent, width, grade and location of all streets put in the proposed subdivision shall be considered in their relation to existing and planned streets, topography, public convenience and safety, and the proposed uses of the land;<br>2. All streets shall be constructed to meet or exceed the criteria and standards set forth in §16.04.020, *Access, Connectivity, and Circulation*, and all other applicable ordinances, resolutions or regulations of the City or any other governmental entity having jurisdiction, now existing or adopted, amended or codified;<br>3. Where a subdivision abuts or contains an existing or proposed arterial street, railroad or limited access highway right-of-way, the City Council may require a frontage street, planting strip, or similar design features;<br>4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods;<br>5. Street grades shall not be less than three-tenths percent and not more than seven percent so as to provide safe movement of traffic and emergency vehicles in all weather and to provide for adequate drainage and snow plowing;<br>6. In general, partial dedications shall not be permitted, however, the City Council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the Council finds it practical to require the dedication of the remainder of the right-of-way when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right-of-way shall be dedicated;<br>7. Dead end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property. When such a dead end street serves more than two (2) lots, a temporary turnaround easement shall be provided, which easement shall revert to the adjacent lots when the street is extended;<br>8. Where any street deflects an angle of ten degrees or more, a connecting curve shall be required having a minimum centerline radius of 300 feet for an arterial and collector streets, and 125 feet for minor streets;<br>9. Streets with centerline offsets of less than 125 feet shall be prohibited;<br>10. A tangent of at least one hundred 100 feet long shall be introduced between reverse curves on arterial and collector streets;<br>11. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the County Assessor's Office before submitting same to council for preliminary plat approval;<br>12. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills; |

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| | | | | 13. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets;<br>14. In general, the centerline of a street shall coincide with the centerline of the street right-of-way, and all crosswalk markings shall be installed by the subdivider as a required improvement;<br>15. Street lighting may be required consistent with adopted City standards and where designated shall be installed by the subdivider as a requirement improvement;<br>16. Private streets may be allowed upon recommendation by the Planning and Zoning Commission and approval by the City Council. Private streets shall be constructed to meet the design standards specified in §16.06.050.D.2 and §16.04.020, *Access, Connectivity, and Circulation*;<br>17. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the Streets Department and shall be consistent with the type and design of existing street signs elsewhere in the city;<br>18. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which will require construction of a new bridge or improvement of an existing bridge, such construction or improvement shall be a required improvement by the subdivider. Such construction or improvement shall be pursuant to adopted standard specifications;<br>19. Sidewalks, curbs, and gutters may be a required improvement installed by the subdivider in compliance with adopted City standards; and<br>20. No new public or private streets or flag lots associated with a proposed subdivision are permitted to be developed on parcels within the Avalanche Overlay District. |
| | | | *Council Findings* | 1. The new private roads are accessed by Chalet Drive which is a 20' wide private drive accessed off of Ritchie Drive.<br>2. – 6. New circulation roads are not being proposed and do not intersect with arterials.<br>7. A turnaround area is provided via the nature of the hammerhead style of the private roads and is included in the access easement.<br>8. – 10. N/A due to the scope of the proposal.<br>11. Applicant to confirm prior to City Council public hearing.<br>12. – 14. N/A due to the scope of the proposal.<br>15. Streetlights are not being proposed.<br>16. The private roads are used only as access easements to each sublot on the subject property and not intended for circulation.<br>17. The scope of this project will not require street signs.<br>18. This proposed project will not require a new bridge.<br>19. Sidewalks, curbs, and gutters are being installed in compliance with City Standards.<br>20. N/A – The subject property is not in the Avalanche Overlay. |
| ☐ | ☐ | ☒ | 16.06.050.E | Alley Improvement Requirements:<br>1. Alleys shall be provided in mixed-use districts. |

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| | | | | 2. The width of an alley shall be not less than 20 feet.<br>3. Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement.<br>4. Dead end alleys shall be permitted only within the original Ketchum Townsite and only after due consideration of the interests of the owners of property adjacent to the dead end alley including, but not limited to, the provision of fire protection, snow removal and trash collection services to such properties.<br>5.d Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in §16.06.050.D.2. |
| | | | *Council Findings* | N/A – No alleys are adjacent to the subject property. The existing lot is surrounded on three sides by existing developments and on one side by Ritchie Drive. |
| ☒ | ☐ | ☐ | 16.06.050.F | Required Easements: Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands.<br>1. A public utility easement at least ten feet in width shall be required within the street right-of-way boundaries of all private streets. A public utility easement at least five feet in width shall be required within property boundaries adjacent to Warm Springs Road and within any other property boundary as determined by the City Engineer to be necessary for the provision of adequate public utilities.<br>2. Where a subdivision contains or borders on a watercourse, drainageway, channel or stream, an easement shall be required of sufficient width to contain such watercourse and provide access for private maintenance and/or reconstruction of such watercourse.<br>3. All subdivisions which border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten-foot fish and nature study easement along the riverbank. Furthermore, the City Council shall require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's access. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the Council may require an extension of that easement along the portion of the riverbank which runs through the proposed subdivision.<br>4. All subdivisions that border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a 25-foot scenic easement upon which no permanent structure shall be built in order to protect the natural vegetation and wildlife along the riverbank and to protect structures from damage or loss due to riverbank erosion.<br>5. No ditch, pipe or structure for irrigation water or irrigation wastewater shall be constructed, rerouted, or changed in the course of planning for or constructing required improvements within a proposed subdivision unless same has first been approved in writing by the ditch company or property |

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| | | | | owner holding the water rights. A written copy of such approval shall be filed as part of required improvement construction plans.<br>6. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the city. |
| | | | *Council Findings* | 1. The entirety of the private drives, Baldy Way and Chalet Drive, are dedicated as a public utility easement.<br>2. N/A – The subject property does not border a watercourse.<br>3. N/A – The subject property does not border the Big Wood River, Trail Creek, or Warm Springs.<br>4. N/A – The subject property does not border the Big Wood River, Trail Creek, or Warm Springs.<br>5. N/A – The subject property is currently vacant, all development and infrastructure will be new.<br>6. N/A – The scope of the project does not require non-vehicular transportation easements. |
| ☒ | ☐ | ☐ | 16.06.050.G | Sanitary Sewage Disposal Improvements:<br>1. Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum sewage treatment system as a required improvement by the subdivider.<br>2. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the City Engineer, City Council, and the Idaho Department of Health and Welfare prior to final plat approval.<br>3. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho Department of Health and Welfare and the City Council may be constructed on a temporary basis until such time as connection to the public sewage system is possible. In considering such alternative provisions, the Council may require an increase in the minimum lot size and may impose any other reasonable requirements that it deems necessary to protect public health, safety, and welfare. |
| | | | *Council Findings* | 1. A sewage system is shown and outlined on the preliminary plat and civil plan sheets. Each sublot will have a dedicated sewage line with a new main line running through the access and public utility easement.<br>2. N/A – This standard shall apply to the final plat.<br>3. N/A – The sewage system will be connected to the public sewage system. |
| ☒ | ☐ | ☐ | 16.06.050.H | Water System Improvements:<br>1. A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement.<br>2. The subdivider shall also be required to locate and install an adequate number of fire hydrants within the proposed subdivision according to specifications and requirements of the City under the supervision of the Fire Department and other regulatory agencies having jurisdiction. |

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| | | | | 3. The central water system shall have sufficient flow for domestic use and adequate fire flow. All such water systems installed shall be looped extensions, and no dead end systems shall be permitted.<br>4. All water systems shall be connected to the municipal water system and shall meet the standards of the following agencies: Idaho Department of Health and Welfare, Idaho Survey and Rating Bureau, District Sanitarian, Idaho State Public Utilities Commission, Idaho Department of Reclamation, and all requirements of the City. |
| | | | *Council Findings* | 1. A water system is shown and outlined on the preliminary plat and civil sheets. Each sublot will have a dedicated water line with a new main line running through the access and public utility easement.<br>2. A new fire hydrant is proposed at the entrance to the development, to the right of Chalet Drive.<br>3. The proposed water systems shall have sufficient flow as each sublot has a dedicated water line connected to a new water main that will run under the access and public utility easement.<br>4. The proposed water systems are connected to the municipal water systems. |
| ☐ | ☐ | ☒ | 16.06.050.I | Planting Strip Improvements:<br>1. Planting strips shall be required improvements to screen incompatible features for the following:<br>a. When a predominantly residential subdivision is proposed for land adjoining incompatible uses or features such as highways, railroads, commercial or LI districts or off street parking areas; and<br>b. Along the boundary line of lots adjacent to arterial streets or incompatible zoning districts.<br>2. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the Final Plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider;<br>3. All planting strips shall be located within an easement granted to the City and recorded in the office of the Blaine County Recorder prior to or in conjunction with recordation of the Final Plat.<br>4. The subdivider shall submit a landscaping plan for such planting strip with the preliminary plat application. |
| | | | *Council Findings* | N/A – The surrounding developments are compatible with the proposal, and no new subdivision is being created. |
| ☐ | ☐ | ☒ | 16.06.050.J | Cuts, Fills, And Grading Improvements:<br>1. Grading shall be designed to blend with natural landforms and to minimize the necessity of padding or terracing of building sites, excavation for foundations, and minimize the necessity of cuts and fills for streets and driveways.<br>2. Areas within a subdivision that are not well suited for development because of existing soil conditions, steepness of slope, geology or |

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| | | | | hydrology shall be allocated for open space for the benefit of future property owners within the subdivision.<br>3. Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the subdivider for revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction. Until such times as such revegetation has been installed and established, the subdivider shall maintain and protect all disturbed surfaces from erosion.<br>4. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability.<br>5. Fills shall be compacted to at least 95 percent of maximum density as determined by AASHO T-99 (American Association of State Highway Officials) and ASTM D698 (American Standard Testing Methods).<br>6. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability.<br>7. Fill slopes shall be no steeper than three horizontal to one vertical (3:1). Neither cut nor fill slopes shall be located on natural slopes of three to one (3:1) or steeper, or where fill slope toes out within 12 feet horizontally of the top and existing or planned cut slope.<br>8. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet, plus one-fifth of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet; tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet, plus one-fifth of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures. |
| | | | *Council Findings* | This standard does not apply as this application is the subdivision of an existing lot. On-site grading for the new townhomes meet all grading requirements and all disturbance will be revegetated per the landscape plan included in the approved Design Review (P24-063). |
| ☒ | ☐ | ☐ | 16.06.050.K | Drainage Improvements:<br>1. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the City on the preliminary and Final Plat.<br>2. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity. |

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| | | | | 3. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider.<br>4. Culverts shall be required where all water or drainage courses intersect with streets, driveways or improved public easements and shall extend across and under the entire improved width including shoulders. |
| | | | *Council Findings* | 1. – 2. N/A – there are no natural drainage courses on the subject property.<br>3. An adequate drainage system is being proposed as seen in the Civil Sheets, C1.00 and C2.00, which will install storm drains and catch basins.<br>4. N/A – The scope of the proposed project does not require a culvert. |
| ☒ | ☐ | ☐ | 16.06.050.L | Utilities: In addition to the terms mentioned in this section, all utilities including, but not limited to, electricity, natural gas, telephone, and cable services shall be installed underground as a required improvement by the subdivider. Adequate provision for expansion of such services within the subdivision or to adjacent lands including installation of conduit pipe across and underneath streets shall be installed by the subdivider prior to construction of street improvements. |
| | | | *Council Findings* | The electrical and telephones lines are proposed to be undergrounded. The gas line shown at the NW corner does not explicitly state that it will be underground. This has been added as a condition for clarity. |
| ☐ | ☐ | ☒ | 16.06.050.M | Off-site Improvements: Where the off-site impact of a proposed subdivision is found by the Planning and Zoning Commission or City Council to create substantial additional traffic, improvements to alleviate that impact may be required of the subdivider prior to Final Plat approval, including, but not limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities. |
| | | | *Council Findings* | N/A – Off-site improvements will not be required as the proposal is not expected to create substantial additional traffic. |
| ☐ | ☐ | ☒ | 16.06.050.N | Avalanche and Mountain Overlay: All improvements and subdivisions created pursuant to this chapter shall comply with Avalanche Overlay district and Mountain Overlay district requirements as set forth §16.02.060.D. |
| | | | *Council Findings* | N/A – The property is not in the Avalanche or Mountain Overlay. |
| ☐ | ☐ | ☒ | 16.06.050.O | Natural Feature Preservation:<br>1. Existing natural features that enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision. |

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| | | | | 2. Preserved natural features shall be located within an easement granted to the City and recorded in the office of the Blaine County Recorder prior to or in conjunction with recordation of the Final Plat.188F |
| | | | *Council Findings* | N/A – The property is currently vacant with no significant features. |
| ☐ | ☐ | ☒ | 16.06.050.P | Additional Criteria for Subdivision in the Floodplain Overlay District:<br>1. The City Council may require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's access easement. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the Council may require an extension of that easement along the portion of the riverbank that runs through the proposed subdivision.<br>2. All subdivision proposals shall be consistent with the standards set forth in §16.02.060.A, *FP: Floodplain Overlay District*;<br>3. All proposed lots in the subdivision shall have a building envelope that is located above the base flood elevation. It is preferred that building sites are located on natural high ground and special flood hazards areas are reserved for open space, trails, parks, and other low-impact, nonresidential uses. If fill is proposed to elevate building sites, compensatory storage must be provided pursuant to section chapter.<br>4. All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage;<br>5. All subdivision proposals shall include streets that are at or above the base flood elevation to allow dryland access for emergency vehicles during a flood event;<br>6. All subdivision proposals shall have adequate drainage facilities provided to ensure that the post-development stormwater (of a 25-year storm) discharge volume and flow rate will not exceed the pre-development conditions. Low impact development and green infrastructure techniques for stormwater management are encouraged. Drainage plans and pre- and post-development hydrology calculations shall be prepared by a civil engineer licensed in the State of Idaho;<br>7. All requirements of the Code of Federal Regulations, 44 CFR 60.3 shall be met; and<br>8. All subdivision proposals and other development proposals shall have received all necessary permits from those governmental |

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| | | | | agencies for which approval is required by federal or state law, including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 USC 1334. |
| | | | *Council Findings* | N/A – The property is not in the floodplain. |

FINDINGS REGARDING TOWNHOME SUBDIVISION REQUIREMENTS

| Townhouse Subdivision Requirements | | | | |
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| Compliant | | | | |
| Yes | No | N/A | City Code | Standards and Conformance |
| ☒ | ☐ | ☐ | 16.06.070.C.1 | All townhouse developments, including each individual sublot, shall not exceed the maximum building coverage requirements of the zoning district. The building coverage limitation shall apply to the collective townhouse development lot, and not each individual sublots. |
| | | | *Council Findings* | The development is in the T-3000 zone district which allows for up to a 1.6 Floor Area Ratio (FAR) if the development utilizes the City's density bonus program. The development has a proposed FAR of 1.30. The FAR Exceedance Agreement #27005 was approved on March 25, 2026. |
| ☒ | ☐ | ☐ | 16.06.070.C.2 | All garages shall be designated on the preliminary and Final Plats and on all deeds as part of the particular townhouse units. Detached garages may be platted on separate sublots; provided that the ownership of detached garages is tied to specific townhouse units on the townhouse plat and in any owner's documents, and that the detached garage(s) may not be sold and/or owned separate from any dwelling unit(s) within the townhouse development. |
| | | | *Council Findings* | All garages are designated on the preliminary plat. Each townhouse has dedicated garage parking within each unit. |

CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation established in accordance with Article XII of the Constitution of the State of Idaho and Title 50 Idaho Code and is required and has exercised its authority pursuant to the Local Land Use Planning Act codified at Chapter 65 of Title 67 Idaho Code and pursuant to Chapters 3, 9 and 13 of Title 50 Idaho Code to enact the ordinances and regulations, which ordinances are codified in the Ketchum Municipal Code ("KMC") and are identified in the Findings of Fact and which are herein restated as Conclusions of Law by this reference and which City Ordinances govern the applicant's Preliminary Plat application for the development and use of the project site.

2. The City Council has authority to hear the applicant's Preliminary Plat Application pursuant to Chapter 16.07 of Ketchum Municipal Code Title 16.

3. The City of Ketchum Planning Department provided notice for the review of this application in accordance with Ketchum Municipal Code §16.07.020.E.6.

4. The Preliminary Plat Application is governed under Ketchum Municipal Code Chater 16.06 and §16.07.080.A.1.

5. The Preliminary Plat Application File No. P26-009 meets all applicable standards specified in Title 16 of Ketchum Municipal Code.

## DECISION

**THEREFORE,** the Ketchum City Council **approves** of The Chalets at Warms Springs Preliminary Plat Application File No. P26-009 this Thursday, July, 9, 2026 subject to the following conditions of approval.

## CONDITIONS OF APPROVAL

1. The Preliminary Plat is subject to all conditions of approval associated with Design Review approval P24-063.
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. The Preliminary Plat shall clarify that the gas line is to be undergrounded.

**Administrative Appeal Notice: Applicant has the opportunity, pursuant to Ketchum Municipal Code 16.07.020.H to administratively appeal this Decision to the City Council.**

**Regulatory Taking Analysis Notice: Applicant has the opportunity, pursuant to Idaho Code 67-8003, to submit a written request for a regulatory taking analysis of this Decision.**

Findings of Fact **adopted** this 9th day of July 2026.

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Pete Prekeges, Mayor
City of Ketchum

City of Ketchum

# ATTACHMENT 4

Staff Report – Planning and Zoning Commission

June 4, 2026

City of Ketchum
Planning & Building

STAFF REPORT
KETCHUM PLANNING AND ZONING COMMISSION
REGULAR MEETING OF JUNE 4, 2026

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| PROJECT: | The Chalets at Warm Springs |
| FILE NUMBER: | P26-009 |
| APPLICATION: | Townhouse Subdivision Preliminary Plat |
| REPRESENTATIVE: | Hank Moore, Presidio Development |
| PROPERTY OWNER: | 108-110 Ritchie LLC |
| LOCATION: | 108 Ritchie Drive<br>(Warm Springs Village Subdivision 2nd Revision Lot 3A Blk 4) |
| ZONING: | Tourist 3000 (T-3000) |
| OVERLAY: | None |
| REVIEWERS: | Morgan Landers, AICP – Director of Planning and Building<br>Genoa Beiser – Associate Planner |
| 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 13, 2026. The public hearing notice was published in the Idaho Mountain Express March 13, 2026. A notice was posted on the project site and the city's website on May 20, 2026. |

## EXECUTIVE SUMMARY

The applicant submitted a Townhouse Subdivision Preliminary Plat application delineating 12 townhouse sublots, easements, and common area. The property is located at 108 Ritchie Drive (the "subject property") and will contain 12 townhomes within 6 detached buildings. The subject property is zoned Tourist 3000 (T-3000) and is vacant (see figure 1 on page 2). The townhouse sublots range in size from approximately 2,700 to 3,400 square feet. The units within the development are proposed to be accessed by a private road entering from Ritchie Drive. Each townhouse has dedicated garage parking within each unit.

The Design Review application for this multifamily development was approved at the December 9, 2025, Planning and Zoning Commission meeting (linked here) and the Findings of Fact, Conclusions of Law, and Decision for the Design Review (Attachment C) were adopted at the January 20, 2026,

Planning and Zoning Commission Meeting. Condition of approval number 14 of the Design Review application requires a Preliminary Plat application to be submitted prior to building permit issuance. Condition 14 also stipulates that if the development is to be constructed in multiple phases, the Preliminary Plat application must include a request for a phased development agreement. A building permit has not yet been submitted, and no phased development agreement is being requested. The development proposed to utilize the city's density bonus program for increased floor area ratio (FAR) and is therefore subject to the minimum residential density requirements of the Ketchum Municipal Code (KMC). The FAR Exceedance Agreement (Attachment D) was approved at the March 25, 2026, City Council meeting (linked here).




*Figure 1: Existing conditions of the subject property.*

The approved Design Review findings and FAR Exceedance Agreement are attached and referred to in this staff report and analysis for background only. These previously approved applications are not subject to further review. The Townhouse Subdivision Preliminary Plat is the only application currently within the purview of the Commission to make a recommendation on.

Based on approval of the Design Review application, approval of the FAR Exceedance Agreement, and staff review of the Townhouse Subdivision Preliminary Plat application, staff believe the preliminary plat to be in conformance with all requirements, standards, and criteria for Townhouse Subdivision Preliminary Plats.

## BACKGROUND

The Planning and Building Department received the Townhouse Subdivision Preliminary Plat application for the project on February 25, 2026. Following receipt of the application, staff routed the application materials to all city departments for review. The application went through one round of review, with the applicant addressing all staff comments upon resubmittal. The application was subsequently scheduled for a public hearing.

## ANALYSIS

Staff reviewed the Townhouse Subdivision Preliminary Plat application for conformance with KMC 16.06 – *Subdivision* and KMC 16.07.080.A.1 – *Preliminary Plat*. There are seven criteria to review and base a recommendation on. The preliminary plat:

(A) Is consistent with the comprehensive plan;
(B) Complies with the standards in Chapter 16.06, *Subdivision*;
(C) Complies with the applicable zoning district standards;
(D) Complies with the use, dimensional, design, and development standards in this Code;

(E) Provides a layout of lots, streets, blocks, driveways, utilities, drainage, and other public facilities and services designed to minimize the amount of disturbance to sensitive areas and/or community assets;
(F) Provides evidence of public water and sewer system connections; and
(G) Identifies and adequately mitigates known natural hazard areas.

Regarding criteria (A), the preliminary plat was found to be consistent with the Comprehensive Plan during the Design Review application approval. The preliminary plat is consistent with the plan's Future Land Use Map (FLUM), as it designates this property as High Density Residential (HDR). The primary use of HDR is townhomes and multifamily residential with the density range being between 11 to 20 dwelling units per acre. The proposed project as shown on the preliminary plat is a townhome development with a density of 14.69 dwelling units per acre.

Regarding criteria (B) through (G), please see Attachment E: Preliminary Plat Standards Evaluation for the review of all requirements and standards. Where "N/A" is checked, the standard is not applicable for one of the following reasons:

- The standard applies to the creation of new subdivisions, blocks, and infrastructure.
- The standard applies to action that shall be taken at the final plat stage of the process, and this application is for a preliminary plat.
- Per provisions of the standard, the City Engineer has determined that the standard does not apply.

## STAFF RECOMMENDATION

The Commission has the following options:

- Continue the application to a date certain or uncertain with a request for revisions or more information.
- Recommend approval
- Recommend approval with conditions
- Recommend denial

Staff recommend the Commission review the Townhouse Subdivision Preliminary Plat (File No. P26-009) for the Chalets at Warm Springs and **recommend approval** of the application with the conditions outlined below. The Commission may delete, revise, or add to the conditions based on the discussion.

1. The preliminary plat is subject to all conditions of approval associated with Design Review approval P24-063.
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. The preliminary plat shall clarify that the gas line is to be undergrounded.

## ATTACHMENTS

A. Application Materials and Supporting Documents
B. Townhouse Subdivision Preliminary Plat
C. Approved Findings of Fact, Conclusions of Law, and Decision for Design Review P24-063
D. FAR Exceedance Agreement 27005
E. Preliminary Plat Standards Evaluation

City of Ketchum

# ATTACHMENT A:

# Application Materials and Supporting Documents

City of Ketchum
Planning & Building

| OFFICIAL USE ONLY |
|---|
| Application Number: |
| Date Received: |
| By: |
| Fee Paid: |
| Approved Date: |
| By: |

# Subdivision Application-Preliminary Plat

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

| APPLICANT INFORMATION | | | |
|---|---|---|---|
| Name of Proposed Subdivision: The Chalets at Warm Springs | | | |
| Owner of Record: 108-110 Ritchie, LLC | | | |
| Address of Owner: PO Box 14001-174 Ketchum, ID 83340 | | | |
| Representative of Owner: Hank Moore | | Phone #: 603-801-0419 | |
| Email: hank@presidiodevelopment.com | | | |
| Legal Description: Warm Springs Vill Sub 2nd Rev Lot 3A Block 4 | | RPK 0595004003A | |
| Street Address: 108 Ritchie Drive | | | |
| **SUBDIVISION INFORMATION** | | | |
| Number of Lots/Parcels: 13, 12 sublots and 1 common area parcel | | | |
| Total Land Area: 35,799 sf | | | |
| Current Zoning District: T-3000 | | | |
| Proposed Zoning District: T-3000 | | | |
| Overlay District: NA | | | |
| **TYPE OF SUBDIVISION** | | | |
| Condominium ☐ | Land ☐ | PUD ☐ | Townhouse ☒ |
| Adjacent land in same ownership in acres or square feet: NA | | | |
| Easements to be dedicated on the final plat: See preliminary plat for easements. | | | |
| Briefly describe the improvements to be installed prior to final plat approval: See preliminary plat for planned improvements. | | | |
| **ADDITIONAL INFORMATION** | | | |
| All lighting must be in compliance with the City of Ketchum's Dark Sky Ordinance<br>One (1) copy of Articles of Incorporation and By-Laws of Homeowners Associations and/or Condominium Declarations<br>One (1) copy of current title report and owner's recorded deed to the subject property<br>One (1) copy of the preliminary plat<br>All files should be submitted in an electronic format to planningandzoning@ketchumidaho.org | | | |

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.

Applicant Signature

2/20/26
Date

# 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 EXTRACONTRACTUAL 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

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

STEWART TITLE GUARANTY COMPANY
INCORPORATED
1908
TEXAS

Frederick H. Eppinger
President and CEO

David Hisey
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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(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 A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

***Transaction Identification Data for reference only:***

| | |
|---|---|
| Issuing Agent: | Blaine County Title, Inc. |
| Issuing Office: | 360 Sun Valley Road, P.O. Box 3176, Ketchum, ID 83340 |
| Issuing Office's ALTA® Registry ID: | N/A |
| Loan ID Number: | N/A |
| Commitment Number: | 2124145 |
| Issuing Office File Number: | 2124145 |
| Property Address: | 108 Ritchie Dr., Ketchum, ID 83340 |
| Revision Number: | 1 |

1. **Commitment Date:** February 18, 2026 at 8:00 A.M.

2. **Policy to be issued:** **Proposed Policy Amount**

   (a) ALTA Owner's Policy

   Proposed Insured:

   (b) ALTA Loan Policy

   Proposed Insured:

3. **The estate or interest in the Land described or referred to in this Commitment is:**

   Fee Simple

4. **The Title is, at the Commitment Date, vested in:**

   108-110 Ritchie, LLC, a Nevada limited liability company

5. **The Land is described as follows:**

   Lot 3A, Block 4 of LOT 3A, BLOCK 4, WARM SPRINGS VILLAGE SUBDIVISION, SECOND ADDITION REVISED, as shown on the official plat thereof, recorded as Instrument No. 698773, records of Blaine County, Idaho.



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# ALTA COMMITMENT FOR TITLE INSURANCE
# SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

**Requirements**

File No.: 2124145- 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.



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# ALTA COMMITMENT FOR TITLE INSURANCE
# SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

**Exceptions**

File No.: 2124145- 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. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims, or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.

7. Any lien or right to a lien for services, labor, equipment, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

8. Rights of the state or federal government and/or public in and to any portion of the land for right of way (whether or not such rights are shown by recordings of easements and/or maps in the Public Records by the State of Idaho showing the general location of these rights of way).

9. 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.



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# ALTA COMMITMENT FOR TITLE INSURANCE
# SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

**Exceptions**

10. General taxes for the year 2026 and subsequent years, which are a lien not yet payable.

    Note: General taxes for the year 2025, a lien in the amount of $6,614.68, which are paid in full. (Parcel No. RPK0595004003A)

11. Water and sewer charges of the City of Ketchum.

12. Ketchum rubbish charges billed by Clear Creek Disposal.

13. Notes, Easements and Restrictions as shown on the plat of Warm Springs Village Subdivision, Second Addition Revised, recorded August 8, 1962 as Instrument No. 117271, records of Blaine County, Idaho.

14. All matters depicted on that certain Survey, recorded March 18, 2022, as Instrument No. 692364, records of Blaine County, Idaho.

15. Notes, Easements and Restrictions as shown on the plat of Lot 3A, Block 4, Warm Springs Village Subdivision, Second Addition Revised, recorded February 7, 2023 as Instrument No. 698773, records of Blaine County, Idaho.

END OF EXCEPTIONS



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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? |
|---|---|---|
| **For our everyday business purposes**— 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 |
| **For our marketing purposes**— to offer our products and services to you. | Yes | No |
| **For joint marketing with other financial companies** | No | We don't share |
| **For our affiliates' everyday business purposes**— information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. *Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company* | Yes | No |
| **For our affiliates' everyday business purposes**— information about your creditworthiness. | No | We don't share |
| **For our affiliates to market to you** — 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 optout@stewart.com or fax to 1-800-335-9591. |
| **For non-affiliates to market to you.** 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

| | |
|---|---|
| **How often do the Stewart Title Companies notify me about their practices?** | We must notify you about our sharing practices when you request a transaction. |
| **How do the Stewart Title Companies protect my personal information?** | To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards. |
| **How do the Stewart Title Companies collect my personal information?** | We collect your personal information, for example, when you<br>▪ request insurance-related services<br>▪ provide such information to us<br>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. |
| **What sharing can I limit?** | 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
- 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

**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

BCT
BLAINE COUNTY TITLE

360 Sun Valley Road
PO Box 3176
Ketchum, ID 83340
Phone: (208) 726-0700 Fax: (208) 726-8406

**Date:** December 29, 2021 **Order Number:** 2124145

108-110 Ritchie, LLC
930 Tahoe Blvd Ste 802-80
Incline Village, NV 89451

We thank you for the opportunity to be of service to you, and we are pleased to enclose your title insurance policy covering your newly acquired property. This policy is a valuable document and should be safeguarded with your important papers.

We have great interest in making certain you understand the purpose of title insurance and your protection under this policy. Basically, it is a contract with us in which we agree to defend and insure against any losses, which you may suffer because of any defects in the title to your property as of the date of this policy.

There is another plus to this policy. Should you sell, refinance or build on this specific property within two years of this policy date, present this policy to us and you will receive a 25% credit of the premium paid on this policy toward the premium on the policy you are required to present to your purchaser or lender at the time of closing.

These documents have also been scanned and filed electronically online using our secure SureClose Transaction Management system. If, for any reason you need copies or lose your originals, you can always access your documents online. For more information on obtaining your username and password, simply contact our office.

Thank you for using **Blaine County Title, Inc.** , your information source for Title Insurance, past, present and future.

Sincerely,

Blaine County Title, Inc.

Terry Washburn
Title Officer

Enclosures: Owner's Policy No.: O-0000-699857948
Warranty Deed No.: 688855

**Instrument # 688855**
HAILEY, BLAINE, IDAHO
11-19-2021 11:06:19 AM No. of Pages: 2
Recorded for: BLAINE COUNTY TITLE
STEPHEN MCDOUGALL GRAHAM Fee: $15.00
Ex-Officio Recorder Deputy: GWB
Electronically Recorded by Simplifile

BCT
BLAINE COUNTY TITLE

# WARRANTY DEED

FOR VALUE RECEIVED

Robert S. Taylor, a single man

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

108-110 Ritchie, LLC, a Nevada limited liability company

GRANTEE(S) whose current address is: 930 Tahoe Blvd Ste 802-80, Incline Village, NV 89451

the following described premises, to-wit:

Lots 3 and 4 in Block 4 of WARM SPRINGS VILLAGE SUBDIVISION, SECOND ADDITION REVISED, as shown on the official plat thereof, recorded as Instrument No. 117271, 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; 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 18 day of November, 2021.

Robert S. Taylor

Notary Page - Next Page

State of Idaho,
County of Blaine

This record was acknowledged before me on 18 day of November, 2021, by Robert S. Taylor.

Notary Public
My Commission Expires: 7.26.2023

(STAMP)

KATHY SEAL
COMMISSION NO. 11803
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 07/26/23

# DECLARATION

# OF

# COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

# FOR THE

# THE CHALETS AT WARM SPRINGS

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**DECLARATION OF**

**COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS**

**FOR**

**THE CHALETS AT WARM SPRINGS**

This Declaration of Covenants, Conditions, Restrictions and Easements for The Chalets at Warm Springs (this "**Declaration**") is made effective as of the date this Declaration is recorded in the real property records of Blaine County, Idaho (the "**Effective Date**") by 108-110 Ritchie, LLC, a Nevada limited liability company ("**Developer**"). Capitalized terms are defined in Article 1 or elsewhere in this Declaration.

WHEREAS, Developer has or will record the final plat for Warm Springs Townhomes, a copy of which is attached hereto as Exhibit A (the "**Initial Plat**") in the real property records of Blaine County, Idaho.

WHEREAS, Developer desires to record this Declaration to subject the land included in the Initial Plat, excluding the portion thereof dedicated to the public as public streets (the "**Community**") to set forth the covenants, conditions, restrictions and easements that will apply to the Community, all of which are designed to protect, enhance and preserve the value, desirability and attractiveness of the Community, and to ensure that the Community is developed in a well-integrated and high-quality manner.

NOW, THEREFORE, Developer hereby declares that the Community, and each Lot and portion thereof, will be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved in accordance with this Declaration. This Declaration: (a) runs with the land; (b) is binding upon, and inures to the benefit of, any person or entity having or acquiring any right, title or interest in any Lot or portion of the Community; and (c) inures to the benefit of and is binding upon Developer.

## ARTICLE 1 SELECT DEFINITIONS

In addition to the terms defined elsewhere in this Declaration, the following terms have the following meanings. Words not defined in this Declaration will have their ordinary meanings, except that words that have well-known real estate industry meanings will have the real estate industry meanings.

"**Assessments**" means the Regular Assessments, Special Assessments, Limited Assessments and Transfer Assessments, and for each together with any late charges, interest and costs incurred in collecting the same, including attorneys' fees.

"**Association**" means The Chalets at Warm Springs Owners Association, Inc., an Idaho nonprofit corporation, and is the "homeowner's association" as defined in Idaho Code § 55-3203. In the Community Documents and elsewhere, the Association may sometimes be called the "Warm Springs Homeowners Association" or words of similar import.

"**Board**" means the Board of Directors of the Association, and is the "board" as defined in Idaho Code § 55-3203.

"**Common Area**" means each of the following real property interests: (a) any Lots that are identified as to be owned or maintained by the Association on any Plat, including the private road/street (defined in Article 8); (b) any real property interest designated as Common Area by Developer on any Supplemental Declaration (provided that Developer then owns the real property interest); (c) any real property interest conveyed to, and accepted by, the Association as Common Area; and (d) any lease, license or other right for amenities or facilities held by the Association.

**"Common Improvements**" means any Improvements owned, maintained or managed by Association, whether or not the Improvements are located in Common Area. Common Improvements shall include the snowmelt system, boiler room, the Fire Lane, water mains, and water service lines.

"**Community Documents**" means this Declaration, any Plat, the articles and bylaws of the Association, the Community Rules, and the Design Requirements.

"**Development Period**" means the period expiring on the date Developer informs the Board, in a writing recorded in the real property records of the county where the Community is located, that Developer no longer wishes to exercise its rights as Developer Member.

"**Fire Lane"** means the area required to be kept clear for emergency vehicle and aerial fire apparatus access within the access and public utility easement indicated on the Initial Plat.

**"Improvement**" means any structure, facility, system or object, whether permanent or temporary, which is installed, constructed, placed upon or allowed on, under or over any portion of the Community, including residential structures, fences, streets or roads, drives, driveways, parking areas, sidewalks, bridges, bicycle paths, curbs, landscaping, walls, hedges, plantings, trees, vegetation, rocks, signs, lights, mailboxes, electrical lines, pipes, pumps, ditches, recreational facilities, grading, road construction and utilities.

"**Irrigation System**" means the system for delivering seasonal irrigation water to the Community that exists separate and apart from the potable water system. The Irrigation System includes the pump, pump station and related facilities, and includes all pipes, lines, sprinklers, controls and other irrigation equipment located in the Common Area. The Irrigation System does not include the pipes, lines, sprinklers, controls and other irrigation equipment located on each Lot to serve that Lot.

"**Limited Assessment**" means a charge against a particular Owner for an expense directly attributable to the Owner, equal to the cost incurred or estimated to be incurred by the Association in connection with corrective action or maintenance, repair, replacement and operation activities performed pursuant to the provisions of this Declaration, including correcting damage to or maintenance, repair, replacement and operation activities performed for any Common Area for the failure of an Owner to keep the Owner's Lot in proper repair, and including interest thereon as provided in this Declaration or for any goods or services provided by the Association benefiting less than all Owners.

"**Lot**" means any lot depicted on any Plat.

"**Member**" (capitalized or not) means each Owner holding a membership in the Association, including Developer, and has the same meaning as "member" is defined in Idaho Code § 55-3203. The terms member and Owner are synonymous.

"**Mortgage**" means any mortgage, deed of trust, or other document pledging any portion of the Community or interest therein as security for the payment of a debt or obligation.

"**Occupant**" means any person that occupies a dwelling structure located on a Lot.

"**Owner**" means the record owner, whether one or more persons or entities, holding fee simple interest of record to a Lot, and buyers under executory contracts of sale, but excluding those persons or entities having the interest merely as security for the performance of an obligation, unless and until the person or entity has acquired fee simple title pursuant to foreclosure or other proceedings.

"**Owner Parties**" means, for each Owner, all of the Owner (including all persons or entities that comprise Owner), its Occupants, and the guests of any of them, and the Owner's contractors and invitees.

"**Plat**" means the Initial Plat and any future plat covering any portion of the Community that is lawfully recorded in the real property records of the county where the Community is located.

"**Regular Assessments**" means assessments that are regularly levied against each Owner and each Lot by the Association to fund the Common Expenses. "**Special Assessment**" means an assessment that are levied against each Owner and each Lot by the Association to fund capital expenses (such as capital improvements or equipment purchases, or major repairs or replacements to Common Improvements) or shortages in Regular Assessments.

"**Supplemental Declaration**" has the meaning set forth in Article 13.

"**Transfer Assessment**" has the meaning set forth in Section 5.5.

"**Townhome Building**" means a building that contains two or more Lot living areas joined by a Party Wall, as defined in Article 9, and Townhome Maintenance Elements.

"**Townhome Maintenance Elements**" means the roof, shingles, rain gutters and downspouts, and exterior walls of the Townhome Buildings, as well as the landscaping of the Lots.

## ARTICLE 2 THE CHALETS AT WARM SPRINGS OWNERS ASSOCIATION

2.1 **Organization of the Association**. Developer has organized the Association to manage the business and affairs of the Community in accordance with applicable law and the Community Documents.

2.2 **Membership**. The Association will have two (2) classes of membership as follows:

2.2.1 *Regular Members*. Each Owner, by virtue of being an Owner and for so long as the ownership is maintained, will be a regular member of the Association. No Owner will have more than one (1) membership in the Association for each Lot owned by the Owner. When more than one (1) person or entity holds an ownership interest in any Lot, all of them will be members. Memberships in the Association will be appurtenant to the Lot or other portion of the Property owned by the Owner. The memberships in the Association must not be transferred, pledged, assigned or alienated in any way except upon the transfer of Owner's title and then only to the transferee of title. Any prohibited transfer or attempt to make a prohibited membership transfer will be void and will not be reflected on the books of the Association.

2.2.2 *Developer Member*. During the Development Period and subject to the requirements of Section 2.4, Developer will be a special member of the Association with the sole voting power of the Association. Developer will cease to be a special member on expiration of the Development Period (but Developer may continue as a regular member if Developer then owns any Lots).

2.3 **Membership Meetings; Voting**. The Association will hold a meeting of the members at least once each calendar year and periodic special meetings of the members as set forth in the bylaws of the Association. Prior to expiration of the Development Period, the regular members are not entitled to vote except as provided by Section **Error! Reference source not found.**. Upon the expiration of the Development Period, each regular member will be entitled to one (1) vote for each Lot owned

by the regular member; provided, however, the vote for any Lot with common ownership will be exercised as the Owners of the Lot determine, but in no event will more than one (1) vote be cast with respect to any Lot. All member meetings may be held in person or, with the approval of a simple majority of the members, be conducted through an electronic or hybrid meeting model (e.g., via telephone conference or video conference).

2.4 **Board of Directors**. The business and affairs of the Association will be managed by the Board. The Board will consist of not less than three (3) directors and no more than five (5) directors. Directors need not be Owners. During the Development Period, Developer, as the special member, has the exclusive right to appoint, remove and replace directors at any time and from time-to-time in Developer's sole discretion; provided, however, that to the extent required by Idaho Code Section 55-3204A (or its successor), on or before one hundred eighty (180) days after the date on which 75% of the Lots are conveyed to Owners other than the Developer or any builder chosen by Developer to build improvements on a Lot, the Association shall hold a meeting at which the Owners other than Developer will elect at least one-third (1/3) of the Board's directors. After the Development Period, the Owners have the right to elect, remove and replace directors as provided in the bylaws of the Association; provided, however, any vacancies on the Board will be filled by a plurality vote of the remaining directors through a special election at any meeting of the Board. All Board meetings may, at the option of the Board or the President, be held in person and/or by through the use of, any means of communication by which all board members participating may simultaneously hear each other during the meeting (i.e., via telephone conference or video conference). All Board meetings must be open to members, and to any representative or agent designated in a signed writing by a member to represent the member; provided, however, the Board may hold executive sessions as permitted by applicable law (e.g., Idaho Code § 55-3204(2) or its successor).

2.5 **Meeting Minutes**. The Board must take minutes from all meetings of the Association, including membership meetings and Board meetings, and preserve the minutes for at least ten (10) years.

2.6 **Delegation of Authority**. The Board may delegate all or any portion of its powers and duties to committees, officers, employees or agents. The Association may employ or contract for the services of a professional manager or management company to manage its day-to-day affairs, including in particular snow removal; provided, however, the employment or contract must not have a term of not more than two (2) years (with automatically renewable terms acceptable). If the manager is Developer or Developer's affiliate, then the contract must be subject to cancellation by the Association with or without cause, and without payment of a termination fee (but including all fees incurred through the date of termination), so long as the Association provides at least thirty (30) days' prior notice of termination. If the Association delegates its powers and duties to a third party for snow removal, that third party will utilize its discretion in the frequency of the snow removal and the amount of accumulation meriting removal. To the extent allowed by law, the Association shall not be responsible for or liable for said third party's discretion and removal of snow.

2.7 **Financial Disclosures**

2.7.1 *Owner Assessment Accounts*. The Association must provide the Owner and the Owner's agent, if any, a statement of the Owner's assessment account no more than five (5) business days after a written request by the Owner or the Owner's agent is received by an appropriate agent of the Association. The statement of assessment account must include, at a minimum, the amount of the annual charges against the Owner's Lot, the date when the charges are due, and any unpaid or outstanding assessments, charges, or fees due and owing from the Owner at the time of the request, including any Transfer Assessment.

2.7.2 *Disclosure Statements*. On or before January 1 of each year, the Association must provide the Owners with a disclosure of fees that will be charged to an Owner. Fees imposed by the Association for the calendar year following the disclosure of fees may not exceed the amount set forth on the annual disclosure, and aside from the Transfer Assessment, no surcharge or additional fees may be charged to any Owner in connection with any transfer of ownership of the Owner's Lot. No fees may be charged for expeditiously providing a member's statement of account as set forth in this Section 2.7.

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

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

2.8 **Powers of the Association**. The Association has all the powers of a nonprofit corporation organized under Idaho law and all of the powers and duties set forth in the Community Documents, including the power to perform any and all acts which may be necessary to, proper for, or incidental to the foregoing powers. The powers of the Association include, by way of illustration and not limitation:

2.8.1 *Assessments*. The power to levy Assessments against each Lot (except Common Area) and Owner thereof pursuant to the restrictions enunciated in this Declaration, and to enforce payment of the Assessments, all in accordance with the provisions of this Declaration. This power includes the right of the Association to levy Assessments against the Lots and the Owners thereof to cover the operation and maintenance costs of Common Area.

2.8.2 *Community Rules.* The power to adopt, amend and repeal any rules as the Board deems reasonable and appropriate to govern the Community (the "**Community Rules**"), including, without limitation, rules regarding the use of the Common Area, the Common Improvements, the Irrigation System, and rules regarding the conduct of the business and affairs of the Association. Except when inconsistent with this Declaration, the Community Rules have the same force and effect as if they were set forth in this Declaration. Promptly after adoption of the Community Rules (or any amendment thereto or repeal thereof), the Association will publish the same to the Owners.

2.8.3 *Common Area and Common Improvements*. The power to acquire, construct, improve, modify and dispose of, and the duty to manage, operate, maintain, repair and replace, the Common Area and Common Improvements for the benefit of the Community (including the Irrigation System); provided, however, except as permitted under Section 2.8.8 hereof, no interest in the Common Area will be disposed of without the approval by the vote or written consent of Owners representing more than sixty-five percent (65%) of the total voting power in the Association. The Association, or its duly designated agent, shall maintain all landscaping and drive aisles on the Common Areas as provided in this Declaration, and shall otherwise manage and operate all Common Areas as it deems necessary and appropriate. The Association shall have the authority to assess its members for the costs of said maintenance in accordance with the terms of this Declaration. The Association may adopt rules to add further detail with regard specific landscape and driveway maintenance services provided by the Association. In addition, the Association may adopt rules to add further detail with regard specific snow removal services provided

by the Association. Notwithstanding anything to the contrary in this Declaration, it is the intent that the Association shall generally provide for all snow and ice treatment to the paved portions of the Common Areas. Unless the Board elects to provide snow removal for Lots, Lot Owners shall be responsible for such areas and other applicable areas on their Lot, including, but not limited to sidewalks immediately adjacent to or primarily serving a Lot and parking facilities within a Lot. Lot Owners shall be responsible and take reasonable precautions with respect to ice and ice accumulation.

2.8.4 *Irrigation System*. The power and authority to construct, install, maintain, repair, replace, manage, to enter upon any Lot (but not inside any building constructed thereon) as necessary to construct, install, maintain, repair, replace, manage, and operate the Irrigation System.

2.8.5 *Maintenance.* The power and authority to enter upon any Lot (but not inside any building constructed thereon) for the care and maintenance of the Townhome Maintenance Elements.

2.8.6 *Entry onto Lots.* The power to enter upon any Lot (but not inside any building constructed thereon) in the event of any emergency involving potential danger to life or property or when necessary in connection with any maintenance or construction for which the Association is responsible. The entry will be made with as little inconvenience to the Owner of the Lot as practical under the circumstances, and any damage caused thereby will be repaired by and at the expense of the Association.

2.8.7 *Fines*. The power to impose reasonable monetary fines that will constitute a lien upon the Lot owned or occupied by the Owner or Occupant determined by the Board to be in violation of the Community Documents (individually, a "**Violation**"). Provided, however, pursuant to the provisions of Idaho Code § 55-3206 (or its successor), the Association will not impose a fine on an Owner for a Violation unless: (a) the Board votes to impose the fine at any regular or special meeting of the Board or the Association (individually, a "**Levy Meeting**"); (b) the Owner is provided at least thirty (30) days advance written notice of the Levy Meeting by personal service or certified mail at the last known address of the Owner as shown in the records of the Association; and (c) the Owner may respond to the Violation by delivery of a written response that is received by the Board prior to the Levy Meeting. Provided further, the Association will not impose a fine on an Owner if the Owner, prior to the Levy Meeting, begins resolving the Violation and continues to address the Violation in good faith until the Violation is fully resolved. For purposes of this Section, the phrase "address the violation in good faith until the Violation is fully resolved" means the Owner must resolve the Violation within thirty (30) calendar days after the Notice; provided, however, if the nature of the Violation is such that more than thirty (30) calendar days are required for its resolution, then the Owner must diligently prosecute the same to completion as promptly as practical. All fines will be part of the Assessments to which the Owner's Lot is subject under this Declaration. In all events, no portion of the fines may be used to increase the compensation to the Board or agent thereof.

2.8.8 *Licenses, Easements and Rights-of-Way.* The power to convey any easements and licenses to use the Common Area as may be necessary or appropriate for the maintenance, preservation, and enjoyment of the Common Area or Common Improvements, or for the preservation of the health, safety, convenience and the welfare of the Community, or for the purpose of constructing, erecting, operating or maintaining any of the following:

2.8.8.1 Underground lines, cables, wires, conduits, or other devices for the transmission of electricity or electronic signals for lighting, heating, power, telephone, television, or other purposes, and the above-ground lighting stanchions, meters, and other facilities associated with the provision of lighting and services;

2.8.8.2 Public and other sewers, storm drains, water drains and pipes, water supply systems, sprinkling systems, heating and gas lines or pipes, and any similar public or quasi-public improvements or facilities; and

2.8.8.3 Mailboxes and sidewalk abutments around mailboxes or any service facility, berm, fencing, and landscaping abutting Common Areas, public and private road/streets or land conveyed for any public or quasi-public purpose including pedestrian and bicycle pathways.

2.8.9 *Amenity Agreements.* The power to enter into any lease, license, use or other agreements as the Board deems proper or convenient to secure the use of off-site amenities or facilities for the benefit of the Community. Without limiting the generality of the foregoing, and only by way of example, the Association may enter into agreements with others for the use of any recreational amenities or facilities by the Owners on any terms as the Association deems reasonable or prudent. Any costs incurred by the Association related thereto will be Common Expenses, and the Common Expenses will be included in the Regular Assessments.

2.8.10 *Reserves.* The power to fund operating reserves and capital reserves as the Board deems necessary or prudent.

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

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

2.8.12.1 The right to enter upon any Lot (but not inside any building constructed thereon) for the purpose of removing, altering, reconstructing, or restoring any Improvements constructed, reconstructed, refinished, added, altered, or maintained in violation of the Community Documents. If the Improvements are located on a Lot, then Association will first provide the Owner thereof with a notice specifying the default and a reasonable period to cure (no less than ten (10) days and no more than thirty (30) days), and if the Owner does not cure the default to the reasonable satisfaction of the Association within the cure period, the Owner of the Improvements will immediately reimburse the Association for all expenses incurred by the Association in connection with its removal, alteration, reconstruction, or restoration of the Improvements.

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

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

If the Association employs attorneys to collect any Assessment or charge, whether by suit or otherwise, or to otherwise enforce compliance with the Community Documents, the Association is entitled to recover its reasonable attorneys' fees in addition to any other relief or remedy obtained.

2.8.13 *Insurance*. The power to obtain any bonds and insurance required by applicable law and any further insurance as the Board deems necessary or prudent, including casualty insurance for any Common Area or Common Improvements, public liability insurance related to the Association's operations and the use of the Common Area, directors and officers liability coverage, automobile insurance, worker's compensation insurance and fidelity bonds. Unless otherwise authorized by Developer, the Association will procure at least the following insurance policies to the extent the policies are available on commercially reasonable terms:

2.8.13.1 Casualty insurance on all insurable real and personal property for which the Association bears risk of loss, which insurance will be for the full replacement cost thereof without optional deductibles;

2.8.13.2 Worker's compensation and employer's liability coverage as required by law;

2.8.13.3 Broad form comprehensive public liability insurance insuring the Association, the Board, and their respective agents and employees against any liability incident to the ownership or use of the Common Area; which insurance will be for not less than One Million Dollars ($1,000,000) per occurrence with respect to personal injury/sickness/death and One Million Dollars ($1,000,000) per occurrence with respect to property damage; and

2.8.13.4 Full coverage directors' and officers' liability insurance with a limit of at least Two Hundred Fifty Thousand Dollars ($250,000).

2.8.14 *Entitlement Obligations*. The power to fulfill any duties imposed by any governmental or other quasi-governmental agencies as part of the entitlements for the development of Community, including any requirements or obligations identified in the entitlements as the responsibility of the applicable homeowners association, such as plat notes, development agreements or conditions of approval.

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

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

2.8.17 *Improvements in the Public Right-of-Way.* The power to enter into (or assume) any license and easement agreements with the applicable highway authority (or assume the obligations under any license and easement agreements entered into by Developer) to install, maintain, improve, irrigate, trim, repair and replace improvements and landscaping in the public rights-of-way (including sidewalk easements and planter strips); provided, however, nothing herein limits, or requires the Association to assume, each Owner's obligations with respect to improvements and landscaping in the right-of-way adjacent to the Owner's Lot.

2.8.18 *Open Space Corridors.* The power to enter into agreements to improve, operate, maintain, repair or replace any corridor, open space, recreation facility, greenbelt or trail spaces, either for the benefit of the Community or the general public.

2.8.19 *Stormwater Drainage and Retention System*. The Association will be responsible for maintaining the storm drainage and retention system, if any, in accordance with applicable law, prudent industry practices and the current operation and maintenance plan, if any, as the same is amended from time to time (the "**O&M Manual**"). A copy of the current O&M Manual will be available upon request from the Association.

2.8.20 *Variances for Persons with Disabilities.* The right to authorize variances from the requirements of the Community Documents when required by applicable law (such as the Fair Housing Act) or when needed to prevent the requirements would impose an undue hardship on an Owner that would be inequitable for the Owner to bear. The granting of a variance does not waive any element of the Community Documents for any purpose except as to the particular person, the particular Lot and the particular provision covered by the variance. Approval of a variance does not affect the Owner's obligation to comply with the other elements of the Community Documents or applicable law.

2.8.21 *Other*. Any other powers as the Association may have consistent with the Community Documents and applicable law.

2.9 **Association Records; Owner Inspection**. The Association will keep records of its business and affairs as is customary for homeowners associations, including a membership register, accounting records, financial statements, operating budgets, balance sheets and minutes of meetings of the Board, the Members and committees. The records will be available at the Association's regular offices for inspection and copying by any Owner at the Owner's expense. The Board may establish reasonable rules with respect to (a) notice to be given to the custodians of the records by persons desiring to make the inspection; (b) hours and days of the week when an inspection may be made; and (c) payment of the cost of reproducing copies of documents requested pursuant to this Section 2.9. The Association's obligations hereunder may be fulfilled by making the records available to an Owner electronically, including delivery by electronic mail or by the posting the records on the Association's website. No Owner may request the inspection of records more than two times during any calendar year (and for this limitation, all persons or entities that own a Lot will be considered to be one Owner).

2.10 **Immunity; Indemnification**. Each Owner understands and agrees that Developer, the Association, the Association's manager (if any), and the directors, officers, agents, employees of any of them (each individually a "**Released Party**") are immune from personal liability to the Owner or any other person, and the Owner hereby knowingly and voluntarily waives and releases each Released Party, for the Released Party's actions or failure to act with respect to the Community Documents that does not constitute gross negligence or willful misconduct on the part of the Released Party. The Association will indemnify, defend and hold each Released Party harmless from any action, expense, loss or damage caused by or resulting from the Released Party's actions or failure to act with respect to the Community Documents; provided, however, the Association is not obligated to indemnify, defend and hold harmless any Released Party for their own gross negligence or willful misconduct.

2.11 **Waiver of Consequential Damages**. Neither Developer nor the Association is liable to any Owner for, and each Owner releases Developer and the Association from, any form of indirect, special, punitive, exemplary, incidental or consequential or similar costs, expenses, damages or losses arising from or related to the Community.

## ARTICLE 3 GENERAL AND SPECIFIC OBLIGATIONS AND RESTRICTIONS

3.1 **Residential Use**. All Lots (except Common Area) will be used exclusively for residential purposes and other uses incidental thereto as permitted by this Declaration and applicable law. Except for Home Occupations permitted pursuant to this Section, no Lot will be used at any time for commercial or business activity. A "**Home Occupation**" is any lawful, gainful occupation conducted on a Lot by an Occupant of the Lot. A Lot may be used for a Home Occupation provided that the home office or studio related thereto is not more than five hundred (500) square feet in size and located entirely within a dwelling. The Home Occupation must be conducted in accordance with the other terms and limitations of the Community Documents and applicable law. A Lot may be used for other Home Occupations only upon the specific approval of the Association, which approval may be subject to any conditions as the Association deems appropriate, and which Home Occupation must in conducted accordance with the other terms and limitations of the Community Documents and applicable law. No Home Occupation may (a) involve highly combustible materials; (b) involve retail operations; (c) use equipment or tools where the dimensions, weight or power rating are beyond normal household equipment or tools; (d) cause abnormal automotive or pedestrian traffic in the Community; (e) be, in the reasonable opinion of the Board, objectionable due to unsightliness, odor, dust, smoke, noise, glare, heat, vibration or similar disturbances; (f) involve dispatch activities where employees meet in the Community and are sent to other locations; or (g) involve other uses that, in the reasonable opinion of the Association, would detract from the residential character of the Community.

3.2 **Exterior Maintenance Obligation – Association's Obligations**. To provide a uniform, clean, and neat appearance within the Community without the requirement of approval of the Owners, the Association shall provide the following services to the following portions of the Community:

3.2.1 *Generally*. The Association shall maintain the Common Area in good operating condition and repair. In addition, the Association will undertake certain care, maintenance, repair and replacement activities within the Community, including on the Lots of individual Owners, to the limited extent set forth in this Section 3.2 (sometimes referred to herein as "**Common Maintenance Activities**"). Each Owner will undertake *all* operation, care, maintenance, repair and replacement with respect to such Owner's Lot and the Improvements thereon except to the extent any such operation, care, maintenance, repair and/or replacement obligations are *expressly* assumed by the Association in this Section 3.2. For the removal of doubt, the Association's obligations under this Section 3.2 do not include any matters

arising from or related to Homeowner Maintenance. "**Homeowner Maintenance**" means each Owner's obligation to diligently inspect, care for, operate, maintain, repair and replace the Owner's Lot and the Improvements thereon in accordance with best practices, any manuals or other documents provided to the Owner, and this Declaration (including, without limitation, Section 3.3 hereof). The Association may limit or decline to provide any Common Maintenance Activities, or cease any Common Maintenance Activities started, if any Owner or occupant of any Lot fails to fully and faithfully cooperate with the Association's performance thereof, or engages in or permits any conduct that interferes with the safe or efficient performance of the Common Maintenance Activities, or if the Board, in its reasonable discretion, determines that performance of such Common Maintenance Activities would be a waste of the Association's resources. The Common Maintenance Activities may be performed by Association staff or contractors. The Association will not be responsible, and each Owner releases the Association from, any personal injury or property damage arising from or related to the performance of the Common Maintenance Activities, except if caused by the Association's gross negligence or willful misconduct. No Owner will be entitled to any deferral or reduction of any charge or Assessment if the Owner refuses or would not benefit from any Common Maintenance Activities, or if the Association exercises any right to limit, decline to provide, or cease any Common Maintenance Activities as provided in this Declaration.

3.2.2 *Landscaping*. The Association shall provide basic care for the landscaping and maintain the Irrigation System in the Common Area in accordance with this Section. The Association's limited care and maintenance obligations will be limited to: (a) periodic weeding, mowing, trimming, pruning, aerating, and fertilizing landscaping, as well as removing, repairing, and replacing diseased, damaged, and destroyed landscaping on each Lot; and (b) operating, maintaining, repairing, and replacing the Irrigation System as necessary to keep the same in good operating condition and repair, including performing spring startup and fall blowout, and periodic regulation and adjustment of irrigation pressure, replacement and repair of irrigation lines, replacement and repair of irrigation heads and nozzles, and monitoring and making adjustments to ensure proper coverage for landscaping. All such care and maintenance will be performed in accordance with the standards promulgated by the Board from time-to-time, which shall set forth the scope and frequency of the care and maintenance to be performed as determined by the Board in its reasonable discretion (the "**Landscape Care Standards**"). The Association may perform additional care and maintenance, or perform care and maintenance at a level beyond the minimums in the Landscape Care Standards, at any time and from time-to-time, all without obligation of any kind to continue doing so. The Association may charge the Owner of any Lot for the cost of repairing or replacing any landscaping or component of the Irrigation System where such repair or replacement is caused by the Owner's abuse, misuse, or vandalism. Each Owner agrees that any unusual or excessive damage will be presumed to be from abuse, misuse or vandalism. In light of the Association's maintenance responsibilities hereunder, no Owner shall modify any portion of the landscaping or Irrigation System on its Lot or elsewhere within the Community. Each Owner shall be responsible for the maintenance of all potted plants, hanging plants, and the like on such Owner's Lot. Any maintenance of landscaping beyond that described in this Section shall be the cooperative, common obligation of the Owners.

3.2.3 *Snow and Ice Removal*. The Association shall perform basic snow and ice treatment to paved surfaces of the Common Area (including the private road / street) and the Fire Lane commensurate with similar townhome developments in Blaine County, Idaho. The Association shall not be responsible for snow and ice treatment to roofs, gutters, and paved

surfaces on any Lot, or to parking spaces. Each Owner is responsible for any snow and ice removal beyond that provided by the Association.

3.2.4 *Roofing*. The Association will replace the roofing materials (i.e., the roof membrane, but not roof structure) of each Townhome Building at the end of the normal life of the then existing roofing materials as determined by the Board in its reasonable discretion, which is anticipated to be approximately once every thirty-five (35) years. The replacement will occur only on a per Townhome Building basis; it will not occur on an individual townhome in any Townhome Building unless the repainting concurrently occurs on all townhomes within the Townhome Building. The Association will ***not*** undertake the early replacement of roofing materials, even if the roofing materials need to be replaced early because of casualty events, inadequate homeowner maintenance or any other reason. The Association strongly recommends that each Owner diligently perform all maintenance obligations with respect to its roofing. The roof replacement will occur as set by the Board, and will be with the materials, methodology and colors selected by the Board, with the intent that the roofs will be uniform throughout the Community and equal to or better than the roofing materials originally installed by Developer in terms of quality, appearance, and durability.

3.2.5 *Exterior Painting*. The Association will repaint the exterior walls (which will be the exterior wall surface, door and window trim, eaves and soffits, but not the doors, windows or floor surfaces (i.e., wood patios or decks) of each Townhome Building at the end of the normal life of the then existing paint as determined by the Board in its reasonable discretion, which is anticipated to be approximately once every ten (10) years. The repainting will occur only on a per "Townhome Building" basis. The repainting will not occur on an individual townhome in any structure unless the repainting concurrently occurs on all townhomes within the Townhome Building. The Association will not undertake the early painting of the exterior walls, even if the exterior walls need to be repainted early because of casualty events, inadequate homeowner maintenance or any other reason. The Association strongly recommends that each Owner diligently perform all homeowner maintenance obligations with respect to its exterior walls. The repainting will occur as set by the Board, and will be with the materials, methodology and colors selected by the Board, with the intent that the repainting will be uniform throughout the Community (in terms of quality, but not necessarily color) and equal to or better than the painting materials originally used by Developer in terms of quality, appearance, and durability. Notwithstanding the foregoing, upon the written approval of the Board, and with the consent of all Owners in the Townhome Building, an Owner may repaint the exterior walls of its townhome prior to the time the Association performs the repainting required of it under this Section 3.2.5, on the condition that the paint be equal to or better than the paint originally used in terms of quality, appearance, and durability, and on such other conditions as the Board may require.

3.3 **Exterior Maintenance Obligations - Owner's Obligations**. Each Improvement on an Owner's Lot shall at all times be kept in good operating condition and repair, and no Improvement on an Owner's Lot shall be permitted to fall into disrepair. In the event that any Owner shall permit any Improvement which is the responsibility of such Owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, unsightly, or unattractive condition, or that damages property or facilities on or adjoining the Owner's Lot, the Association, upon thirty (30) days prior written notice to the Owner of such Lot, shall have the right to correct such condition, and to enter upon such Owner's Lot for the purpose of doing so, and such Owner shall promptly reimburse the Association for the cost thereof. Such cost shall be a Limited Assessment and shall create a lien enforceable in the same manner as other Assessments as set forth herein. The Owner of the offending property

shall be personally liable, and such Owner's property may be subject to a mechanic's lien for all costs and expenses incurred by the Association in taking such corrective acts, plus all costs incurred in collecting the amounts due. Each Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Board, be added to the amounts payable by such Owner as Regular Assessments.

3.4 **Nuisances.** No rubbish or debris of any kind will be placed or permitted to accumulate anywhere upon the Community, including the Common Area or vacant Lots, so as to render the Community or any portion thereof unsanitary, unsightly, offensive or detrimental to the Community, or to any other property in the vicinity of the Community. No Owner will allow any odor to arise from the Community so as to render the Community or any portion thereof unsanitary, offensive or detrimental to the Community, or to any other property in the vicinity of the Community. No business or Home Occupation (as defined in Section 3.1), no noise, no exterior fires, no obstructions of pedestrian walkways, no unsightliness or other nuisance will be permitted to exist or operate upon any portion of the Community so as to be offensive or detrimental to the Community or its Occupants or to other property in the vicinity or to its occupants or residents, as determined by the Board, in its reasonable judgment, or in violation of any federal, state or local law, rule, regulation or ordinance. Without limiting the generality of any of the foregoing, no whistles, bells or other sound devices (other than security devices used exclusively for security purposes which have been approved by the Board), flashing lights or search lights will be located, used or placed on the Community without the Board's approval. No unsightly objects will be permitted to remain on any Lot so as to be visible from any other portion of the Community. Without limiting the generality of the foregoing, refuse, garbage, trash, equipment, gas canisters, propane gas tanks, barbecue equipment, heat pumps, compressors, containers, lumber, firewood, grass, shrub or tree clippings, plant waste, metals, bulk material and scrap will be kept at all times in containers and in areas approved by the Board. No clothing or fabric will be hung, dried or aired in a way that is visible to any other portion of the Community. No major appliances (such as clothes washers, dryers, refrigerators or freezers) may be kept, stored or operated on any balcony, patio, porch or other exterior area of any Improvement. Window air-conditioning units are not allowed. Windows will be covered only by drapes, shades or shutters that are white or muted earth tone in color, and will not be painted or covered by foil, cardboard, sheets or similar materials.

3.5 **Vehicles and Equipment**. On-street parking on public roads will be limited to those specific areas where on-street parking is expressly permitted by the highway authority responsible for the public road. Vehicles must not extend or otherwise be permitted on or into any sidewalk, bicycle path, pedestrian path or the Fire Lane unless the vehicle is engaged in an emergency procedure, or as provided elsewhere in the Community Documents. Except as expressly permitted by this Section 3.5, none of the following items may be placed in any part of the Community (including streets, parking areas and private roads/streets), unless the item is located entirely within a garage such that the item is concealed from the view of any person standing outside the garage, except when the garage is open to facilitate ingress and egress: (a) motor homes, motor coaches, campers, trailers, snowmobiles, aircraft, boats, recreational vehicles, all-terrain vehicles; (b) abandoned or inoperable vehicles, defined as any vehicle which has not been driven under its own propulsion for a period of forty-eight (48) hours or longer; (c) dilapidated or unrepaired and unsightly vehicles; (d) snow removal equipment, garden maintenance equipment or similar equipment; and/or (e) any other unsightly equipment or machinery. To the extent possible, garage doors will remain closed at all times. Gardening, yard and snow removal machines (electric, gas or other power source) may only be used from 8:00 am to 9:00 pm. The items described in this Section 3.5 may be located in a side yard or rear yard (but not the front yard) so long as the yard is enclosed by a solid fence.

3.6 **Animals/Pets**. Except as provided in Section 3.7, no animals, livestock or poultry of any kind will be raised, bred or kept on any Lot except that Household Pets (defined below) may be kept for an Owner's personal use provided that (a) the Household Pets are not bred or maintained for any commercial purpose; (b) no more than three (3) of any combination of domesticated dogs or domesticated cats may be kept on a Lot; and (c) any Household Pets will be properly restrained and controlled at any time they are within the Community. "**Household Pets**" means generally recognized household pets that are customarily kept as indoor pets, such as domesticated dogs, domesticated cats, fish, birds (excluding hens and chickens), rodents and non-poisonous reptiles. Household Pets will not include livestock, poultry (including hens and chickens), swine or waterfowl. Household Pets will not be kept which unreasonably bother or constitute a nuisance to other Owners. Any noisy animal (defined below), any vicious animal, any non-domestic household pet or any animal which damages or destroys property will be deemed a nuisance. Excessive or untimely barking, disturbing by-passers, chasing vehicles, pursuing or attacking other animals, including wildlife, and trespassing upon private property in a manner that may damage the Community will also be deemed a nuisance. A "noisy animal" means any animal which habitually or frequently disturbs the sleep, peace or quiet of any Occupant. Owners will contact the local animal control agency regarding noisy animals prior to complaining to the Board about the animals. Any costs associated with responding to complaints of a noisy animal or nuisance pet may be levied against an Owner as a Limited Assessment. The Owner of a Lot where a Household Pet is kept, as well as the legal owner of the Household Pet (if not the Owner), will be jointly and severally liable for any and all damage and destruction caused by the Household Pet, and for any clean-up of any Common Area, roads or other property necessitated by the Household Pet.

3.7 **Assistance Animals**. Assistance animals are welcome in the Community in accordance with the Fair Housing Act (42 U.S.C. § 3601 et. seq., as amended), the Idaho Human Rights Act, and any other applicable law.

3.8 **Construction and Temporary Structures**. Except during the course of construction, no trailer houses or similar mobile units designed for overnight accommodations will be parked on any street. No trailer, tent, shack, garage, barn or other unattached structure erected on a Lot will, at any time, be used as a residence, temporarily or permanently, nor will any residence of a temporary character be permitted. No building of any kind will be erected or maintained on a Lot prior to the construction of the Improvements thereon. The construction of Improvements will be prosecuted diligently and continuously from the time of commencement thereof until the Improvements are fully completed and painted. The construction site will be cleaned of trash and debris nightly and maintained in a non-nuisance condition.

3.9 **Drainage**. Except with the approval of Developer, no Owner will interfere with the established drainage pattern over any portion of the Community, unless adequate alternative provisions for proper drainage have first been approved by the Board and properly installed. For the purposes hereof, "established" drainage is defined as the system of drainage, whether natural or otherwise, which exists at the time the overall grading of any portion of the Community is completed by Developer, or that drainage which is shown on any plans approved by the Board, which may include drainage from Common Area over any Lot in the Community.

3.10 **Grading**. Except as provided in Section 3.9, no Lot will drain onto, over, across or under the Common Area or an adjacent Lot. The Owner of any Lot within the Community in which grading or other work has been performed pursuant to a grading plan approved by any public agency, or by the Board, will maintain and repair all graded surfaces and erosion prevention devices, retaining walls, drainage structures, means or devices which are not the responsibility of any public agency, and plantings and ground cover installed or completed thereon.

3.11 **Energy Devices**. Solar panels and solar collectors ("**Solar Devices**") are permitted on the rooftop of any structure on any Lot if the rooftop is owned, controlled and maintained by the Owner; provided however, the Board will have the right to determine the specific location where the Solar Devices may be installed on the roof as long as installation is permitted within an orientation to the south or within forty-five (45) degrees east or west of due south. The Association may adopt reasonable rules for the installation of Solar Devices consistent with an applicable building code or to require that panels or collectors of the Solar Devices be parallel to a roof line, conform to the slope of the roof, and that any frame, support bracket, or visible piping or wiring be painted to coordinate with the roofing material. No other energy production devices or generators of any kind (e.g., windmills) will be permitted in the Community without the Board's approval of the device and the installation thereof.

3.12 **General Signs**. No more than one (1) sign will be allowed on any Lot at the same time to advertise the Lot for sale or to advertise the Lot during the course of construction, and all signs must be removed within fifteen (15) days of occupancy or closing of sale. Directional and open house signs may be used during open house time period only. No sign of any kind will be displayed to the public view more than three (3) fee by two (2) feet in size and not more than three (3) feet above grade. The Association may erect and maintain identification signs, street signs and other appropriate informational signs upon the Common Area or upon utility easements of a size and design approved by the Board. No other signs will be placed or maintained upon the Common Area. Signs advertising a Lot for rent or lease are not allowed anywhere within the Community.

3.13 **Political Signs**. A "political sign" is limited to any fixed, ground-mounted display in support of or in opposition to a candidate for office or a ballot measure. An Owner may place political signs for an upcoming election on any Lot owned by that Owner, but only during the prior that is thirty (30) days prior to the applicable election, and the signs will be removed within three (3) days after any the election. The Association may adopt reasonable rules, subject to any applicable laws, regarding the time, size, place, number, and manner of display of political signs. The Association may remove political signs that violate this Declaration or the Association's rules, so long as the removal is not prohibited by applicable law (e.g., Idaho Code § 55-3209 or its successor).

3.14 **Flags**. No flags, banners, windsocks or similar items are permitted within the Community except for the flag of the United States of America, the flag of the state of Idaho, the POW/MIA flag, an official or replica flag of any branch of the United States armed forces, and an official or replica flag of any police organization (the "**Permitted Flags**"). The Association may adopt reasonable rules that regulate the display of Permitted Flags as permitted by applicable law (e.g., Idaho Code § 55-3210 or its successor).

3.15 **Antenna; Satellite Dishes.** The following restrictions will apply to direct broadcast satellite dishes that are less than one meter in diameter and antenna for receipt of video programing (each, a "**Devic**e") except where the restrictions would (a) unreasonably delay or prevent installation, maintenance or use of the Device; (2) unreasonably increase the cost of installation, maintenance or use of the Device; or (b) preclude reception of an acceptable quality signal to the Device. The Device must be installed on the rear of the residential structure on the Lot, or within four (4) feet of the rear of the structure on any of the structure's side walls. The Device must be screened by a fence, landscaping or similar structures in accordance with the Design Requirements, or as otherwise required to ensure the safety of the residents of the Community. No Device may be installed until after an Owner has received Board approval for construction of residential Improvements on the Owner's Lot. Satellite dishes that are one meter or larger in diameter, and any antenna other than an antenna for the receipt of video programming, will not be a Device and are prohibited unless the Device and its installation are expressly approved by the Board.

3.16 **No Further Subdivision**. No Lot may be further subdivided unless the subdivision is approved by the Board, and then only in accordance with applicable law.

3.17 **Holiday Lights**. Winter holiday decorations and lighting displays are permitted starting on November 15 of each year and must be removed by January 15 of the following year. Any other holiday decorations or lighting displays (such as Halloween) are permitted up to fifteen (15) days prior to the holiday and must be removed within three (3) days after the holiday.

3.18 **Trash**. The Community includes a trash enclosure for unit trash service; units will not receive individual trash service. If a unit receives separate private service or schedules pickup of other items, the receptacle or item must not be visible from any street except between 8:00 PM on the day before, and 8:00 PM on the day of, the date selected by the trash collector for pick-up.

3.19 **Harassment Prohibited**. Each Owner covenants that its Owner Parties will not engage in any conduct or behavior that constitutes harassment toward any person lawfully on the Common Area. "**Harassment**" means any verbal, written or physical conduct (or conduct using technology) that limits or denies a Community member's ability to enjoy the benefits of the Common Area. To constitute harassment, the conduct must be severe, persistent or pervasive such that it has the purpose or effect of unreasonably interfering with an individual's use of the Common Area, or that it creates an intimidating, hostile, or offensive environment on the Common Area. To rise to the level of Harassment, the behavior must be subjectively and objectively unreasonable, taking into consideration the characteristics of the victim. If the Association finds (in its discretion) that any Owner Party violates the covenant in this Section, then the Association may (a) temporarily ban the Owner Party from access to, or use of, any Common Area for any period the Association deems appropriate; (b) place any restrictions on the Owner Party's access to, or use of, any Common Area for any period the Association deems appropriate. The terms of this Section will be interpreted broadly to effectuate its purpose. The Association's decisions pursuant to this Section will be binding on the affected Owner Parties, unless the Association's decision violates applicable law or unless there is clear and convincing evidence that the Association acted in bad faith.

## ARTICLE 4 ARCHITECTURAL REVIEW

4.1 **Design Requirements**. The Board has the power to adopt, amend and repeal any rules that the Board deems reasonable to ensure that all Improvements in the Community meet the minimum requirements for external design, quality and type of construction, architectural character, materials, color, location in the Building Envelope, height, grade and finish ground elevation, natural conditions, landscaping and other design or aesthetic considerations (the "**Design Requirements**"). "Building Envelope" means the area within a Lot where a residential structure and accessory structures may be located, and unless otherwise designated on the Community Documents, the Building Envelope is that portion of the Lot that is not located within easements or setbacks. The Design Requirements may include rules and regulations: (a) to protect the special qualities of the Community; (b) to encourage creative design; (c) to provide general architectural, design and construction guidelines; (d) that provide landscape guidelines (including a description of existing, natural conditions and vegetation); (e) that provide submittal and review procedures; (f) establishing fees and charges for review; and (g) establishing penalties for noncompliance. The Design Requirements must conform to this Declaration, and if the Design Requirements conflict with this Declaration, this Declaration will govern. If any provision of the Design Requirements are deemed ambiguous on any matter, the Board's interpretation of the provision will be given deference so long as the interpretation is a reasonable.

4.2 **Design Review Required**. No Owner will construct, reconstruct, alter, install or remove any Improvements or landscaping except with the Board's approval. The Board will review, study and either approve or reject the proposed Improvements or landscaping, all in compliance with the Declaration and the Design Requirements. The Board is authorized to retain the services of one or more consulting architects, landscape architects, engineers, designers and other consultants to advise and assist the Board on a single project, on a number of projects or on a continuing basis. The Board's action in the exercise of its discretion by its approval or disapproval of the proposed Improvements or landscaping, or with respect to any other matter before it, will be conclusive and binding on all interested parties. The Board will not direct or control the interior layout or interior design of residential structures except to the extent incidentally necessitated by use, size and height restrictions.

4.3 **Board Expenses**. All expenses of the Board will be Common Expenses paid by the Association. The Board will have the right to charge reasonable fees for applications submitted to it for review, in amounts which may be established by the Board from time-to-time, and the fees will be collected by the Board and remitted to the Association to help defray the expenses of the Board's operation, including reasonable payment to each member of the Board for their services as provided herein. Each Owner, by submitting a design review application to the Board, agrees to pay any additional reasonable fees based on costs incurred by the Board in retaining consultants for the review and approval of the Owner's application(s).

4.4 **Variances**. The Board may authorize variances from any of the Design Requirements when the Board deems it desirable to address special circumstances, such as unusual topography, natural obstructions, hardship, aesthetic considerations or other circumstances. The granting of a variance will not waive any element of the Design Requirements for any purpose except as to the particular property and particular provision covered by the variance. Approval of a variance will not affect the Owner's obligation to comply with this Declaration or applicable law.

4.5 **Board Approvals**. The Board's approval of any Improvement does not mean the Improvements will be permitted by applicable law, approved by the applicable governmental authorities or others. The Board will not be responsible in any way for any defects or errors in any plans or specifications submitted, revised or approved, nor for any structural or other defects in any work done according to the plans and specifications.

## ARTICLE 5 ASSESSMENTS

5.1 **Covenant to Pay Assessments**. Each Owner covenants and agrees to pay when due (without deduction, setoff, abatement of counterclaim of any kind whatsoever) all Assessments or charges made against the Owner or the Owner's Lot pursuant to the Community Documents. Assessments against a Lot will be a continuing lien on the Lot until paid, whether or not ownership of the Lot is transferred. Assessments against a Lot are also the personal obligation of the Owner of the Lot when the Assessment becomes due and payable. The personal obligation will remain with the Owner regardless of whether the Owner remains the owner of the Lot. Delinquent Assessments related to a Lot will not pass to the Owner's successors in title unless expressly assumed by them. The Assessments and charges, together with interest, costs and reasonable attorneys' fees, which may be incurred in collecting the same, will be a charge on the land and will be a continuing lien upon the Lot against which each the Assessment or charge is made.

5.2 **Regular Assessments**. Regular Assessments are to be used to pay for all costs and expenses incurred by the Association for the conduct of its affairs or the exercise of any of the Association's powers, obligations under the Community Documents (collectively, the "**Common Expenses**").

Maintenance funded provided by Regular Assessments will be scheduled and supplemental. Without limiting the generality of the foregoing, the Common Expenses will include:

5.2.1 The cost and expenses incurred by the Association for professional management of its business and affairs;

5.2.2 The costs and expenses incurred by the Association in the exercise of any of its powers under Section 2.8;

5.2.3 The costs and expenses of construction, improvement, protection, insurance, maintenance, repair, management and operation of the Common Area, Common Improvements, and any Improvements located in other areas that are owned, managed or maintained by the Association, including specifically but not limited to the costs of operation and maintenance of the snowmelt systems;

5.2.4 scheduled landscaping and irrigation of the Lots, replacement of roofing material, and exterior painting;

5.2.5 an amount to fund adequate reserves for the on-going repair and maintenance of the private road/street in accordance with applicable law; and

5.2.6 an amount to fund adequate reserves for extraordinary operating expenses, contingent risks or liabilities (such as indemnification and defense expenses), capital repairs, capital replacements and any other expenses for which the Board deems prudent to fund a reserve, including but not limited to the Irrigation System and landscaping for the Lots as well as future maintenance needs for Townhome Maintenance Elements such as scheduled roof replacement and end of life replacement for eaves, gutters, and downspouts.

5.3 **Special Assessments**. If the Board determines that additional funds are needed to fund capital expenses or that the Regular Assessment for a given calendar year is or will be inadequate to meet the Common Expenses for the calendar year for any reason, the Board may levy a Special Assessment to collect the additional funds needed for the capital expenses or to meet the Common Expenses for the calendar year. Special Assessments will be levied and paid upon the same basis as Regular Assessments; provided, however, the Association will, in the Board's reasonable discretion, set the schedule under which the Special Assessment will be paid, which schedule may be different than Regular Assessments.

5.4 **Limited Assessments**. Notwithstanding the above provisions with respect to Regular Assessments and Special Assessments, the Association may levy a Limited Assessment against an Owner (a) for any fines, fees or charges levied against the Owner under the Community Documents; (b) to reimburse the Association for any costs incurred to bring the Owner's Lot or any Improvements thereon into compliance with the Community Documents; (c) to reimburse the Association for any damages caused by an Owner or any of its Owner Parties to any Common Area or Common Improvements; and (d) for the cost of providing any goods or services under the Community Documents that benefit the Owner or Owner's Lot, but less than all Owners or all Owners' Lots.

5.5 **Transfer Assessments**. Upon any transfer of fee simple title to a Lot to any Owner from time to time, the transferee will pay the then current transfer assessment to the Association (the "**Transfer Assessment**"). The Association may use the Transfer Assessments for any purpose that is not prohibited by law. The Association may waive the Transfer Assessment if the Association

concludes that the transfer was from a grantor to a party related to the grantor for less than market value.

5.6 **Assessment Procedures**. Unless otherwise determined by the Board, the Association will compute and forecast the total amount of Common Expenses on an annual basis (the "**Budget**"). The computation of the Budget will take place not less than thirty (30) nor more than ninety (90) days before the beginning of each fiscal year of the Association, unless a change in Owners or other circumstance makes it impracticable to compute the Budget in that time frame, in which event the Budget will be computed as soon as reasonably practicable. In all events, the computation of the Budget will be completed in good faith and is valid upon completion. Each Owner's Regular Assessment will be computed by multiplying the Budget by the fraction produced by dividing the number of Lots owned by the Owner by the total number of Lots not then exempt from Assessment. The Association may, in its discretion or as provided in the Community Documents, require payment of Regular Assessments in monthly, quarterly, semi-annual, or annual installments. The Association will provide Owners with not less than fifteen (15) days and no more than thirty (30) days of prior notice before any Board meeting for the purpose of levying a Special Assessment or increasing the Regular Assessment by more than ten percent (10%). Assessments are due and payable within thirty (30) days after the Association provides an invoice therefor to each Owner. If all or any part of an Assessment is not paid when due, then: (a) the delinquent Owner will pay to the Association a late payment charge equal to five percent (5%) of the delinquent amount; and (b) interest accrues on the delinquent amount at the rate of twelve percent (12%) per annum until paid in full. In the event an Owner's payment is returned for any reason, the Owner will pay to the Association an administrative fee in an amount set by the Board and thereafter the Association has the right to require future Assessments due from the Owner to be paid in the form of a cashier's check, certified check, or other form of immediately collectible funds acceptable to the Association in the Board's discretion. Each Owner agrees that the late payment charge and administrative fee are reasonable compensation to the Association for additional administrative costs and expenses caused by any late payment or returned check.

5.7 **Assessment Liens**.

5.7.1 *Creation*. There is hereby created a continuing claim of lien with power of sale on each and every Lot to secure payment of any and all Assessments levied against the Lot pursuant to the Community Documents, together with interest thereon at the rate described in Section 5.6 and all collection costs and attorneys' fees which may be paid or incurred by the Association in connection therewith. Upon default of any Owner in the payment of any Assessment related to a Lot, the Association may record a claim of lien against the Lot in accordance with applicable law (currently, Idaho Code § 45-810). Each delinquency will constitute a separate basis for a claim of lien, but any number of defaults may be included within a single claim of lien. The claim of lien may be foreclosed in any manner permitted by applicable law. Upon payment of the lien in full, the Association will record a release of the claim of lien.

5.7.2 *Subordination to First Mortgages*. Upon recordation of a claim of lien for delinquent Assessments in accordance with applicable law, the lien will be prior and superior to all other liens or claims created subsequent to the recordation of the claim of lien except for (a) liens which, by law, would be superior thereto and (b) the lien of a first Mortgage given and made in good faith and for value that is of record as an encumbrance against the Lot prior to the recordation of a claim of lien for the Assessments. Except as expressly provided in this Section 5.7.2, the sale or transfer of any Lot will not affect the Assessment lien provided for herein, nor the creation thereof by the recordation of a claim of lien, on

account of the Assessments becoming due whether before, on, or after the date of the sale or transfer, nor will the sale or transfer diminish or defeat the personal obligation of any Owner for delinquent Assessments as provided for in this Declaration.

5.8 **Exemptions**. All Common Area and any Lots owned by the Association will be exempt from Assessments. Developer will be exempt from Assessments as set forth in Section 11.4.

## ARTICLE 6 RIGHTS TO COMMON AREAS

6.1 **Use of Common Area**. Every Owner will have a right to use the Common Area as set forth in this Declaration subject to:

6.1.1 The Community Documents;

6.1.2 The right of the Association to suspend the right of an Owner to use the Common Area (or any designated portion of Common Area) for any period during which any Assessment or charge against the Owner's Lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of the Community Rules (provided, however, that the Association may not prohibit an Owner's access to said Owner's Lot); and

6.1.3 The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility or other party for any purposes and subject to any conditions as may be permitted by the Community Documents.

6.2 **Delegation of Right to Use**. An Owner may delegate its right to use the Common Area to any Owner Parties; provided, however, each Owner will be liable to the Association for any damage to any Common Area or Common Improvements caused by the negligence or misconduct of any Owner Parties. The cost of correcting the damage will be a Limited Assessment against the Lot.

6.3 **Association's Responsibility**. The Association will maintain, repair and replace the Common Area and Common Improvements so as to keep the same in good operating condition.

## ARTICLE 7 EASEMENTS

7.1 **Easements of Encroachment**. There will be reciprocal appurtenant easements of encroachment as between adjacent Lots and between Lots and adjacent portions of the Common Area due to the placement or settling or shifting of the Improvements constructed, reconstructed or altered in accordance with the Community Documents. Easements of encroachment will be valid only so long as they exist, and the rights and obligations of Owners will not be altered in any way because of the settling or shifting of the Improvements; provided, however, that in no event will a valid easement for encroachment occur due to an Owner's willful or bad faith acts. If an Improvement is partially or totally destroyed, the Improvement may be repaired or rebuilt within the minor encroachments that existed prior to the encroachment and may be reconstructed pursuant to the easement granted by this Section 7.1.

7.2 **Easements of Access**. There will be reciprocal appurtenant easements of ingress and egress for all Owners to and from their respective Lots for installation and repair of utility services and for necessary maintenance and repair of any Improvement, such as fencing, retaining walls, lighting facilities, mailboxes and sidewalk abutments, trees and landscaping.

7.3 **Improvements in Drainage and Utility Easements**. No Owner will construct or alter any Improvements in any drainage or utility easement areas which would interfere with the easement being used for its intended purpose. The Owners may install and maintain Improvements on the easement areas as permitted by the Community Documents so long as the Improvements are permitted by the terms of the easement and the Improvements will not interfere with or prevent the easement areas from being used for their intended purposes. No lawful user of the easement will incur any liability to the Owner for the damage or destruction of the Improvements.

7.4 **Easements Deemed Created**. All conveyances of Lots made after the date of the recording of the Declaration, whether by Developer or otherwise, will be construed to grant and reserve the easements contained in this Article 7 and elsewhere in this Declaration, even though no specific reference to the easements appear in the conveyance instrument.

7.5 **Emergency Easement**. A general easement is hereby granted to all police, sheriff, fire protection, ambulance and all other similar emergency agencies to enter upon the Community in the proper performance of their duties.

7.6 **Maintenance Easement**. A non-exclusive easement is hereby reserved to Developer and the Association upon, across, over, in, and under all portions of all Lots that are not improved with an occupied structure (including but not limited to front and rear yards). Developer and the Association may use the easement reserved herein as Developer or the Association may deem necessary, appropriate, or convenient to perform any of their respective rights or obligations identified in the Community Documents, to perform their respective duties and functions to which they are obligated or permitted to perform pursuant to the Community Documents, and to make emergency repairs. Nothing herein relieves each Owner's obligation to maintain Improvements on the Owner's Lot.

7.7 **Developer's Rights Incident to Construction**. Developer retains a right and easement of ingress and egress over, in, upon, under, and across the Community and the right to store materials thereon and to make any other use thereof as may be reasonably necessary or incident to the construction of the Improvements in the Community on those portions owned by Developer or the Association; provided, however, that Developer will not exercise the rights in a way that will unreasonably interfere with the occupancy, use, enjoyment, or access to an Owner's Lot by that Owner or its Owner Parties.

## ARTICLE 8 PRIVATE ROAD/STREET

8.1 **Private Road/Street**. The private road/street as identified on the Plat will be designated as a private road/street pursuant to Ketchum City Code § 16.04.020 (or its successor) for multimodal (vehicular, bicycle, pedestrian and similar) ingress and egress from the public right of way to each Lot.

8.2 **Utilities**. The private road/street may be used for the installation, operation, maintenance, repair and replacement of any utility services, including electricity, communications, gas, water and sewer (collectively referred to as "**Utility Improvements**"). If any Owner or utility provider installs Utility Improvements in a private road/street, then the Owner or utility provider will, at its sole cost and expense, restore (or cause to be restored) any displacement, damage or disfigurement to the private road/street as necessary to restore the private road/street to the same condition existing prior to the installation or repair of the Utility Improvements. The Owners and the Association agree to cooperate with each other to avoid utility conflicts and, where feasible, share Utility Improvements. All Utility Improvements are to be located underground; provided, however, if any element of a

Utility Improvement should reasonably be located at or above the surface of the ground to comply with applicable law, utility services provider requirements or practices, or good engineering practices, then the elements may be at or above ground provided that the element is not located on any vehicular or pedestrian travel surface unless the improvement is designed to traveled on (i.e., an access hole cover).

8.3 **Maintenance**. The Association will be responsible for (a) managing the private road/street as Common Area; (b) the maintenance, repair and replacement of the surface and subsurface of the private road/street in a reasonably smooth condition (to the extent practical), evenly covered with the type of materials originally constructed thereon or such substitutes as will, in all respects, be equal to such materials in quality, appearance and durability (but in all events as required by applicable law for private road/streets and common drives); (c) such future improvements in the private road/street that may be reasonably necessary for them to provide safe and usable access from the public right-of-way to the Lots in accordance with applicable law; (d) such future private road/street improvements that may be approved by the Owners (i.e., gates, entrance signs and other similar items) and permitted by applicable law); and (e) other responsibilities necessary for the proper maintenance of the private road/street as private road/street under applicable law. All maintenance and repair work must be performed to an equal standard over the entire length of a particular private road/street. All expenses incurred by the Association for the private road/street will be Expenses under this Declaration.

8.4 **Private Road/Street Reserve Fund**. In order to ensure that funds are available for future repair and maintenance of the private road/street, the Association will establish a "**Private Road/Street Reserve Fund**" as a separate account held by the Association. The Association will assess and collect funds for the future repair and maintenance of the private road/street in accordance with the requirements of Section 8.5, and deposit the same into the Private Road/Street Reserve Fund. The Association may use the funds in the Private Road/Street Reserve Fund only for expenses incurred by the Association in the maintenance, repair and replacement of the private road/street in accordance with this Article 8, and for no other purpose. If, at the expiration of the Development Period, the most recent reserve study identifies a deficiency in the Private Road/Street Reserve Fund (i.e., the account balance is less than the scheduled balance in the study), the Developer will deposit such funds into the Private Road/Street Reserve Fund as may be necessary for the fund to achieve the scheduled balance identified in the most recent reserve study.

8.5 **Private Road/Street Reserve Study Requirements**. In order to ensure that funds are available in the Private Road/Street Reserve Fund, the Association will conduct a private road/street reserve study as follows:

8.5.1 At least once every three (3) years (and also prior to the expiration of the Development Period), the Board shall cause to be conducted a reasonably competent and diligent visual inspection of the private road/street components that the Association is obligated to repair, replace, restore, or maintain as part of a study of the reserve account requirements of the common interest development, if the current replacement value of the major components is equal to or greater than one-half of the gross budget of the Association, excluding the Association's private road/street reserve account for that period. The Board shall review this study, or cause it to be reviewed, annually and shall consider and implement necessary adjustments to the Board's analysis of the reserve account requirements as a result of that review.

8.5.2 The study required by this section shall at a minimum include:

8.5.2.1 Identification of the private road/street components that the Association is obligated to repair, replace, restore, or maintain.

8.5.2.2 Identification of the probable remaining useful life of the components identified in Section 8.5.2.1 as of the date of the study.

8.5.2.3 An estimate of the cost of repair, replacement, restoration, or maintenance of the components identified in Section 8.5.2.1.

8.5.2.4 An estimate of the total annual contribution necessary to defray the cost to repair, replace, restore, or maintain the components identified in Section 8.5.2.1 during and at the end of their useful life, after subtracting total reserve funds as of the date of the study.

8.5.2.5 A reserve funding plan that indicates how the Association plans to fund the contribution identified in Section 8.5.2.4 to meet the Association's obligation for the repair and replacement of all private road/street components.

8.6 **Legal Requirements**. The provisions of this Article 8 may not be amended in a manner that would cause any private road/street (or any Lot taking access from a private road/street) to violate any of the legal requirements for private road/street (or the legal requirements for Lots taking access from a private road/street) under applicable law.

## ARTICLE 9 PARTY WALLS

9.1 **Party Walls Created**. The Lots consist of a number of Townhome Buildings. Each townhome is conjoined to another by a Party Wall and covered by a common roof. Each townhome will be a separate legal lot, will have its own roof, will have its own structurally supporting exterior walls such that the townhome will be structurally independent from the Lot to which it is attached, but will be separated from other townhomes by a wall (that is, a "**Party Wall**"). Each Party Wall is located substantially along the property line which separates the Lots and each townhome comprising the Townhome Building.

9.2 **Easement for Encroachment**. Mutual reciprocal easements are hereby established, declared and granted for any encroachment of the Party Wall onto any adjoining Lot(s), which reciprocal easements shall be governed by this Declaration. Every deed to a Lot, whether or not expressly so stating, shall be deemed to convey and be subject to such reciprocal easements.

9.3 **Use of Interior Walls and Limitations Regarding Party Wall**. Subject to the provisions of this Section and elsewhere in this Declaration, each Owner shall have the right to paint the interior surface of their independent wall which is immediately adjacent to the Party Wall and shall have the right to hang pictures and frames on the interior surfaces of each such respective wall. Notwithstanding the foregoing, under no circumstances shall the Party Wall or any portion thereof, as originally constructed by Developer, be changed, altered or removed by any Owner or any Owner Parties. Furthermore, the following additional limitations shall apply to the Party Wall: (a) in no event shall a "cut-out" or other opening be permitted to be installed in any portion of the Party Wall; (b) in no event shall an Owner or any Owner Parties penetrate, with nails or otherwise, any portion of the Party Wall; and (c) in no event shall any electrical wiring, television antenna, machinery or any other electrical installation be permitted to be made to or through the Party Wall at any time other than by Developer.

9.4 **Maintenance and Repair**. As further provided in Section 9.3 above, no Owner shall do or permit any act that would cause damage to or impair the integrity of the Party Wall. Subject to the provisions of Section 9.5, below, the cost of repairs to the Party Wall shall be shared equally by the Owners sharing the Party Wall. To the extent that repairs or maintenance necessitate work on both sides of the Party Wall, the Owners shall cooperate in good faith to effect such work. If an Owner fails to repair or maintain the Party Wall or otherwise cooperate with repairs and maintenance, the other Owner shall notify such defaulting Owner of the failure and provide such Owner a reasonable period of time not exceeding five (5) days in which to cure such default. If the defaulting Owner fails to cure the default within such time period, the non-defaulting Owner may undertake such repair and for such purpose may enter upon the defaulting Owner's Lot, including, without limitation, the defaulting Owner's Improvement, without liability therefor except for damage resulting from willful misconduct of such Owner or Owner Parties. The non-defaulting Owner shall have a Lien (hereinafter defined) against the defaulting Owner's Lot in accordance with the provisions of Section 9.10 of this Declaration for the defaulting Owner's share of the cost and expense incurred in making or causing such repairs to be made, except that no Owner shall have or be permitted to assert a Lien against a Lot owned by Developer.

9.5 **Damage by Fire or Casualty**. If the Party Wall or any portion thereof is destroyed or damaged by fire or other casualty (unless the damage is covered by insurance policies maintained by either the Association or any sub-association and such association or sub-association is expressly required by applicable law to restore the Party Wall), the Owners shall restore the Party Wall and they shall contribute equally to the cost of restoration thereof without prejudice, subject however to the right of each Owner to call for a larger contribution from the other Owner under any rule of law regarding liability for negligent or willful acts or omissions. The right of any Owner to contribution from any other Owner hereunder shall run with and be appurtenant to the land and shall pass to such Owner's successors in title. Notwithstanding anything to the contrary, an Owner who by his or her negligent or willful act causes the Party Wall to be exposed to the elements shall bear the entire cost of furnishing the necessary protection against such elements.

9.6 **Insurance Required**. Each Owner shall obtain and continuously maintain in effect:

9.6.1 Insurance against loss or damage by fire and such other hazards as are normally covered under "standard" coverage in an amount not less than the full insurable replacement cost (with appropriate coverage for the costs of inflation and code compliance), for the Improvement and other improvements located on the Owner's Lot and/or Improvement, such insurance to provide coverage for at least each of the following: loss or damage by fire and other hazards covered by the standard, extended coverage endorsement, and for debris removal, cost of demolition, vandalism, malicious mischief, windstorm and water damage.

9.6.2 General liability insurance insuring against liability due to bodily injury and property damage, written on an occurrence basis, with policy limits of not less than Two Hundred Fifty Thousand and No/100 Dollars ($250,000.00) per occurrence, covering all claims for bodily injury and/or property damage, including, to the extent reasonably available, contractual coverage for the Owner's agreement to indemnify the other Owner and Owner Parties. Each Owner shall cause each Owner of the other Improvement in the Townhome Building to be named as an additional insured on the Owner's liability insurance policy. The Association shall have the right to increase the amounts and types of insurance required pursuant to this Section from time to time by providing written notice to the Owners.

9.6.3 Each Owner, within thirty (30) days after request by another Owner, shall provide evidence of the insurance required to be carried by the Owner under this Section. Each Owner shall obtain a provision in their respective insurance policies to provide for thirty (30) days' prior notice to the other Owner before cancellation or modification of such policy.

9.7 **Indemnification; Waiver of Subrogation**.

9.7.1 Except as provided for herein, each Owner shall defend and indemnify Developer, each other Owner and the other Owner Parties from and against any and all claims, liabilities, losses, damages, judgments, fines, penalties, losses, costs and expenses, including, without limitation, attorneys' fees and costs (collectively, "**Claims**"), due to personal and/or bodily injury to any person or persons, and damage to real and/or personal property, arising out of or in any way connected with any act or omission by the indemnifying Owner or any of such indemnifying Owner Parties, excepting and excluding the negligence or willful misconduct of the other Owner or the other Owner Parties.

9.7.2 To the fullest extent permitted without voiding any insurance required to be carried by any Owner, each Owner waives any and all rights to recover against the other Owner and the other Owner Parties, and against Developer, for any loss or damage to such waiving Owner arising from any cause covered by any insurance required to be carried by such waiving Owner pursuant to this Declaration or any other insurance actually carried by such waiving Owner. Each Owner, from time to time, will cause the Owner's insurers to issue appropriate endorsements to all policies of insurance carried in connection with the Lot in which the Owner's insurers waive their subrogation rights for any such loss or damage. Each Owner shall provide that the Association and Developer are additional insureds on any policy with the right of subrogation.

9.8 **Prohibited Alterations**. Each Owner is prohibited from altering the drainage or grading of such Owner's Lot or otherwise as it relates to the Townhome Building ("**Prohibited Alteration**"). If the Owners of all units constituting a Townhome Building jointly repair or replace any of the Townhome Maintenance Elements, the Owners in the Townhome Building shall share the cost equally. In the event of any repair to the Townhome Maintenance Elements, any sum received from insurance against such injury or damage shall be first applied to such repair or replacement. Each Owner must ensure that any penetrations of the roof of the Townhome Building are performed such that the roof system manufacturer's warranty is not voided. To the extent required by the roof system manufacturer's warranty, all penetrations of the roof must be performed by contractors and in a manner approved by the roof system manufacturer.

9.9 **Responsibility for Certain Acts**. If (a) the exterior of a Townhome Building is damaged through the willful or negligent act of an Owner or Owner Party (including without limitation as a result of a Prohibited Alteration), which damage is not promptly repaired by that Owner; (b) a Owner fails to replace damaged glass surfaces; (c) an Owner fails to pay his, her or its share of any repair maintenance work which is the joint obligation of the Owners as provided in this Article; or (d) any applicable governmental authority gives an Owner notice of a zoning violation which the Owner does not timely correct, then in each such event the other Owner may give the nonperforming Owner a written notice and demand to cure the matter. In the event that the matter has not been corrected or the sums due paid within ten (10) days thereafter, the non-defaulting Owner may undertake such repair and for such purpose may enter upon the defaulting Owner's Lot, including, without limitation, the defaulting Owner's Improvement, without liability therefor except for damage resulting from the willful misconduct of such Owner or his, her or its Owner Parties. The non-defaulting Owner shall have a Lien against the defaulting Owner's Lot and Improvement in

accordance with the provisions of Section 9.10 of this Declaration for the cost and expense incurred in making or causing such repairs to be made, except that no Owner shall have or be permitted to assert a Lien against a Lot owned by Developer or any associated Developer party.

9.10 **Liens**. All sums and amounts due and payable by one Owner to the other Owner under this Article 9 which are not paid when due shall be a personal obligation of the Owner and, in addition, shall constitute a lien on such Owner's Lot in favor of the other Owner ("Lien"). To evidence the Lien, the Owner entitled to the Lien may, but shall not be required to, prepare a written Notice of Lien setting forth the nature and amount of the unpaid indebtedness, the date the indebtedness first became due, and the name of the Owner and legal description of the Lot subject to the Lien. The Notice of Lien may be recorded in the real estate records of the County, at any time more than ten (10) days after demand by the Owner entitled to the Lien to the other Owner for such payments and the failure to pay of such non-paying Owner. Once a Notice of Lien is duly recorded, the Lien may be foreclosed by judicial foreclosure in the same manner as foreclosure of a mortgage or deed of trust on real property. The Lien shall be subordinate to the liens of first mortgages and first deeds of trust, but shall be superior to any homestead exemption. In any proceeding to foreclose a Lien or to recover amounts due from a Owner, the prevailing party in such proceeding, in addition to any other relief awarded, shall be awarded his, her or its costs, expenses and reasonable attorneys' fees incurred in connection with the recording and enforcement of the Lien, including, without limitation, reasonable attorneys' fees and costs incurred in any proceeding to enforce the Lien. If the non-paying Owner satisfies the indebtedness before a Lien foreclosure action is commenced, the holder of the Lien shall promptly execute and cause to be recorded an appropriate instrument releasing and discharging the Lien.

## ARTICLE 10 RESOLUTION OF DISPUTES

10.1 **Agreement to Avoid Litigation**. All claims, grievances or disputes between to the interpret or enforce the Community Documents ("**Claims**") will be subject to Section 10.3 unless exempt under Section 10.2. All Claims will be subject to resolution pursuant to this Article 10 as a condition precedent to the institution or continuation of any legal or equitable proceeding; provided, however, any party to a Claim may proceed in accordance with applicable law to comply with any notice or filing deadlines prior to resolution of the Claim.

10.2 **Exemptions**. The following Claims will not be subject to this Article 10:

10.2.1 Any Claim by the Association to enforce the obligation to pay any Assessment under the Community Documents;

10.2.2 Any Claim by Developer or Association to seek injunctive relief to enforce the Community Documents;

10.2.3 Any Claim in which any indispensable party is not subject to this Declaration;

10.2.4 Any Claim that would be barred by Section 2.10 or any applicable law (such as, for example, the applicable statute of limitations); and

10.2.5 Any Claim arising out of or relating to the interpretation, application or enforcement of any purchase, sale or construction agreement related to the construction of Improvements within the Community, it being understood that applicable law and the provisions of the agreements will control the resolution of any claims or disputes related thereto.

10.3 **Dispute Resolution**

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

10.3.2 *Dispute Resolution*. If the parties to a Claim are unable to resolve the Claim through direct discussions within a reasonable time, then either party to the Claim may submit the Claim to the Board for assistance in resolving the Claim. In that event, the Board may, by notice to each known party to the Claim within thirty (30) days of its receipt of a request for assistance:

10.3.2.1 Order the parties to the Claim to continue direct discussions and negotiations for a period of up to thirty (30) days. If the Claim is not resolved in the period, then any party to a claim may again request the Board's assistance to resolve the Claim;

10.3.2.2 Order the parties to a Claim to mediate the Claim with a mediator selected by the Association. The mediator will set the rules, location and schedule for the mediation; provided, however, unless otherwise agreed, the mediation will be held within thirty (30) days of the order for mediation. If the mediation does not resolve the Claim, the parties to the Claim may proceed to litigation of the Claim in any court of competent jurisdiction;

10.3.2.3 Order the parties to a Claim to resolve the Claim through an individual arbitration by a single arbitrator conducted in accordance with the Idaho Uniform Arbitration Act (Idaho Code, Title 7, Chapter 9) with the arbitrator selected by the Association. The arbitrator will set the rules, location and schedule for the arbitration, with the intent that the rules will be as simple and expedient as the nature of the dispute allows. The parties will bear their own attorneys' fees (if any) and share the arbitrator's fees equally; provided, however, the arbitrator may award costs, arbitrator's fees and attorneys' fees to the substantially prevailing party. The arbitrator's award will be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof; or

10.3.2.4 Elect to exempt the Claim from this Article 10, at which time the parties to the Claim are free to exercise any right or remedy in accordance with applicable law.

If the Board fails to notify the Community Members within thirty (30) days of its receipt of a request for assistance, the Board will be deemed to have elected to exempt the Claim from this Article 10, at which time the parties to the Claim are free to exercise any right or remedy in accordance with applicable law

10.3.3 If any Claim is resolved through mediation or arbitration pursuant to this Article 10 and any party to the resolution thereafter fails to abide by the terms of the resolution (i.e., settlement agreement or arbitrator's award), then any other parties may take any legal or other action to enforce the settlement agreement or arbitrator's award without the need to comply again with the procedures set forth in this Article 10. In that event, the prevailing party to the enforcement action will be entitled to recover from any non-complying Community Member all costs and attorneys' fees reasonably incurred in the enforcement.

10.4 **Jury Trial Waiver**. THE ASSOCIATION AND EACH OWNER WAIVES ANY RIGHT TO TRIAL BY JURY OR TO HAVE A JURY PARTICIPATE IN ANY ACTION TO INTERPRET OR ENFORCE THE COMMUNITY DOCUMENTS.

## ARTICLE 11 INITIAL DEVELOPMENT PERIOD

11.1 **Community Management**. Each Owner recognizes that the Community will require a high level of knowledge, effort, judgment, diligence and attention during the Development Period, and that level is beyond what can reasonably be expected from Community volunteers. Accordingly, each Owner agrees that it is in the best interest of the Community for Developer to have full management authority for the Community during the Development Period, including the sole and exclusive right to appoint remove and replace directors of the Board at any time and from time-to-time in Developer's sole discretion subject to the requirements of Section **Error! Reference source not found.**.

11.2 **General Exemptions**. For this Declaration, Developer is not an "Owner" even if Developer owns a Lot, and any provision in the Community Documents that impose restrictions on an Owner does not impose that restriction on Developer, including when Developer is an owner of a Lot. Developer may take any of the following actions as Developer deems appropriate without the approval of the Board:

11.2.1 Make modifications or Improvements on any Lot or the Common Area;

11.2.2 Place or authorize signs of any size, design and number as Developer for the initial development of the Community, including signs to identify the Community, display information pertaining to the Community, display information or instructions to builders, to advertise Lots and homes for sale (including sale events and open houses), and to advertise of Community elements or events;

11.2.3 Authorize any developer or contractor to use any Lot as a model home, sales office, construction office or construction storage yard; and

11.2.4 Place or authorize temporary structures upon any Lot or the Common Area.

11.3 **Water Rights Appurtenant to Community Lands**. Developer owns certain water and water rights which are appurtenant to the Community (which may be in the form of irrigation company shares). Developer hereby reserves unto itself any and all the water and water rights appurtenant to the Community, and consequently Owners will not have any right, title or interest in the water rights. Developer will convey the portion of the water rights needed for the operation of the Irrigation System to the Association, for the Association to hold for the benefit of the Community. Any fees or assessments for the water rights will be Common Expenses.

11.4 **Developer's Exception from Assessments**. Developer will not be assessed any Regular Assessments, Special Assessments or Transfer Assessments for any Lots owned by Developer. If Developer owns at least one (1) Lot during the period, Developer will pay the shortfall, if any, in the operating Common Expenses of the Association; provided, however, the obligation will not exceed the amount that the Regular Assessments and Special Assessments that Developer would otherwise be assessed as an Owner multiplied by the total number of Lots owned by Developer on the date Regular Assessments or Special Assessments are assessed against the Owners of Lots. After the foregoing period, Developer will be assessed Regular Assessments and Special Assessments for each Lot owned by Developer.

11.5 **Assignment of Developer's Rights**. Developer may assign any or all of its rights under the Community Documents to any person or entity in a written instrument that contains the assignee's acceptance of the assignment and agreement to assume any of Developer's obligations pertaining to the rights assigned, which acceptance and assumption will be effective upon the recordation of the written instrument recorded in the real property records of the county where the Community is located. Developer will promptly provide a copy of the recorded instrument to the Association and, thereupon, be released from Developer's obligations pertaining to the rights assigned.

## ARTICLE 12 TERM

The easements created hereunder are perpetual, subject only to extinguishment by the holders of the easements as provided by law. The remainder of this Declaration runs until December 31, 2075 and thereafter will be automatically extended for successive periods of ten (10) years each, unless earlier amended or terminated in accordance with Article 14.

## ARTICLE 13 ANNEXATION AND DE-ANNEXATION

Developer may annex additional lands into the Community from time-to-time by recording a supplement to this Declaration declaring such additional lands to be part of the Community and subject to this Declaration (each a "**Supplemental Declaration**"). The Supplemental Declaration may add or delete covenants, conditions, restrictions, and easements applicable to the annexed lands as Developer may deem appropriate. Upon annexation, Owners within the annexed lands will become Owners in the Community on equal footing with the then current Owners in the Community, and will have the same rights, privileges and obligations (except as may otherwise be set forth in the annexing Supplemental Declaration). Developer will have the right to de-annex any property owned by Developer from the Community upon Developer's recordation of a Supplemental Declaration identifying the de-annexed lands and declaring that such lands will no longer be subject to this Declaration. In order to be valid, all Supplemental Declarations must refer to this Declaration and be recorded in the real property records of the county where the Community is located.

## ARTICLE 14 AMENDMENTS

14.1 **Amendment**. From and after the recordation of this Declaration until the expiration or earlier termination of the Development Period, Developer will have the exclusive right to amend, or terminate, this Declaration by executing a written instrument setting forth the amendment, or termination, and the same will be effective upon the recordation thereof in the real property records of the County where the Community is located. After the expiration or earlier termination of the Development Period, any amendment to this Declaration, or termination hereof, will be by a written instrument setting forth the amendment or termination, signed and acknowledged by the president and secretary of the Association certifying and attesting that the amendment or termination has been approved by the vote or written consent of Members representing more than sixty-five percent

(65%) of the total voting power in the Association, and the same will be effective upon the recordation thereof in the real property records of the county where the Community is located.

14.2 **Financing Amendments**. Developer and the Association will each have the independent power and authority, acting individually or collectively, to amend to this Declaration by a written instrument setting forth such amendment, if the amendment is necessary or convenient (in the reasonable opinion of Developer or the Association) to allow Owners to take full advantage of, or secure the full availability of, any financing programs offered or supported by the Federal Housing Finance Agency ("FHFA"), Federal National Mortgage Association ("FNMA" or "Fannie Mae"), the Federal Home Loan Mortgage Corp ("FMCC" or "Freddie Mac"), the Government National Mortgage Association ("GNMA" or "Ginnie Mae"), the Federal Housing Administration ("FHA"), the Veterans Administration ("VA"), Idaho Housing and Finance Association ("IHFA") or any similar federal, state or local governmental or quasi-governmental program.

14.3 **Effect of Amendment; Mortgagee Protection**. Any Supplemental Declaration or amendment or termination of this Declaration will be effective upon its recordation in the real property records of the county where the Community is located and will be binding on and effective as to all Owners, whether or not the Owners voted for or consented to the amendment or termination. Any amendment to this Declaration may add to, delete, and/or otherwise change the covenants, conditions, restrictions, and easements applicable to the Community; provided, however, no amendment will operate to defeat or render invalid the rights of the beneficiary under any Mortgage made in good faith and for value, and recorded prior to the recordation of the amendment, provided that after foreclosure of any Mortgage, the Lot will remain subject to this Declaration as supplemented or amended.

14.4 **No Amendment of Required Provisions**. Subject to Section 14.2, except with the express written of the City of Ketchum, which consent must be recorded in the real property records of the county where the Community is located, this Declaration may not be terminated or amended to cause any provision required by City of Ketchum in its approval of the Community to be contrary to the applicable requirements of the approval.

## ARTICLE 15 NOTICES

Any notices, consents, approvals or other communications required or permitted by this Declaration will be in writing and may be delivered personally, by electronic mail or by U.S. mail. Each Owner will be responsible for ensuring that the Association has the Owner's then current mailing address, physical address, electronic mail address and telephone numbers. Except where another form of notice is required by applicable law, each Owner will be deemed to have received any notice when the notice is actually received by the Owner (regardless of the method of delivery) or when the notice is delivered to any of the addresses then currently on file with the Association. Notices delivered by U.S. Mail will not be deemed received until three (3) business after posting. The Association will provide the notice addresses of all Owners to Developer or any other Owner promptly upon request (and Developer may use the addresses for sending marketing, promotional and other materials to Owners).

## ARTICLE 16 MISCELLANEOUS

16.1 **Interpretation.** This Declaration will be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Community. As used herein, the word "including" will be deemed to be followed by "but not limited to" unless otherwise indicated. Unless the context requires a contrary construction, the singular will include the plural and the plural the singular; and the masculine, feminine or neuter will each include the masculine, feminine

and neuter. All captions and titles used in this Declaration are intended solely for convenience of reference and will not affect that which is set forth in any of the provisions hereof. As used herein the terms "shall," "will," and "must" may be used interchangeably and are mandatory, while the term "may" is permissive. Any reference to a provision or document means the provision or document as it may be amended and supplemented from time to time. ***In the event that any provision of this Declaration is deemed ambiguous on any matter, the Board's interpretation of the provision will be given deference so long as the interpretation is reasonable.***

16.2 **Governing Law.** This Declaration will be governed by the laws of the State of Idaho without regard to its conflicts of law principles. Any legal action to interpret or enforce this Declaration will be filed exclusively in the state or federal courts in Idaho with proper venue.

16.3 **Legal Compliance; Severability.** This Declaration is intended to operate in harmony with, and not in conflict with, applicable law, and will therefore be subject to the limitations of applicable law. To the extent the terms of this Declaration are less restrictive than applicable law, then the more restrictive provision of applicable law will govern. Each provision of this Declaration will be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof will not affect the validity or enforceability of any other provision herein. To the extent that applicable law would render any part of this Declaration unenforceable or in violation of applicable law, and the provision is capable of amendment to become enforceable or in compliance with applicable law, then the provision will be deemed to be amended as required to be enforceable or in compliance with applicable law.

16.4 **Entire Agreement.** This Declaration and the documents referenced herein constitute the sole agreement of Developer and the Owners with respect to the subject matter herein and supersedes all prior understandings and agreements with respect to the subject matter hereof.

16.5 **No Third Party Beneficiaries.** Except as otherwise set forth herein, this Declaration and each and every provision herein is for the exclusive benefit of Developer, the Association and the Owners and not for the benefit of any third party.

16.6 **No Waiver.** No waiver by the Association hereunder may be oral. No waiver, forbearance, delay, indulgence or failure by the Association to enforce any of the provisions of this Declaration will in any way prejudice or limit the Association's right thereafter to enforce or compel strict compliance with the provision hereof, any course of dealing or custom of the trade notwithstanding. No delay or omission on the part of the Association will operate as a waiver thereof, nor will any waiver by the Association of any breach of this Declaration operate as a waiver of any subsequent or continuing breach of this Declaration.

16.7 **Enforcement; Remedies.** The failure of any Owner or Occupant to comply with applicable law pertaining to the ownership, use or occupancy of any Lot or the Community, or to comply with any provision of the Community Documents, is hereby declared a nuisance and gives rise to a cause of action (subject to Article 10) in Developer, the Association (on its own and/or on behalf of any consenting Owners) and any affected Owner for recovery of damages or for negative or affirmative injunctive relief or both enforce the provisions hereof only as set forth in this Declaration. Each remedy provided herein is cumulative and not exclusive. If any party initiates or defends any legal action or proceeding to interpret or enforce any of the terms of this Declaration, the substantially prevailing party will be entitled to recover any costs and attorneys' fees reasonably incurred therein.

16.8 **Consents and Approvals.** Subject to Developer's rights as Developer as a special member of the Association (e.g., as the sole voting member) during the Development Period, any consents or

approvals required or contemplated herein must be in a writing executed by the party whose consent or approval is required or contemplated. No Owner unreasonably withhold, condition or delay its consent or approval of any matter requested by Developer, the Association or another Owner.

16.9 **Recitals and Exhibits.** All recitals and exhibits to this Declaration are true, correct, material, and are hereby incorporated as if set forth herein in full.

SIGNATURE PAGE

Developer has executed this Declaration effective as of the Effective Date.

"Developer" 108-110 Ritchie, LLC, a Nevada limited liability company

BY: PRESIDIO VISTA PROPERTIES, INC., a Nevada corporation, its manager

By: _____
David Duffield, President

STATE OF IDAHO )
) ss.
County of Blaine )

This record was acknowledged before me on _____ ___, 2026, by David Duffield as President of Presidio Vista Properties, Inc., manager of 108-110 Ritchie, LLC, a Nevada limited liability company.

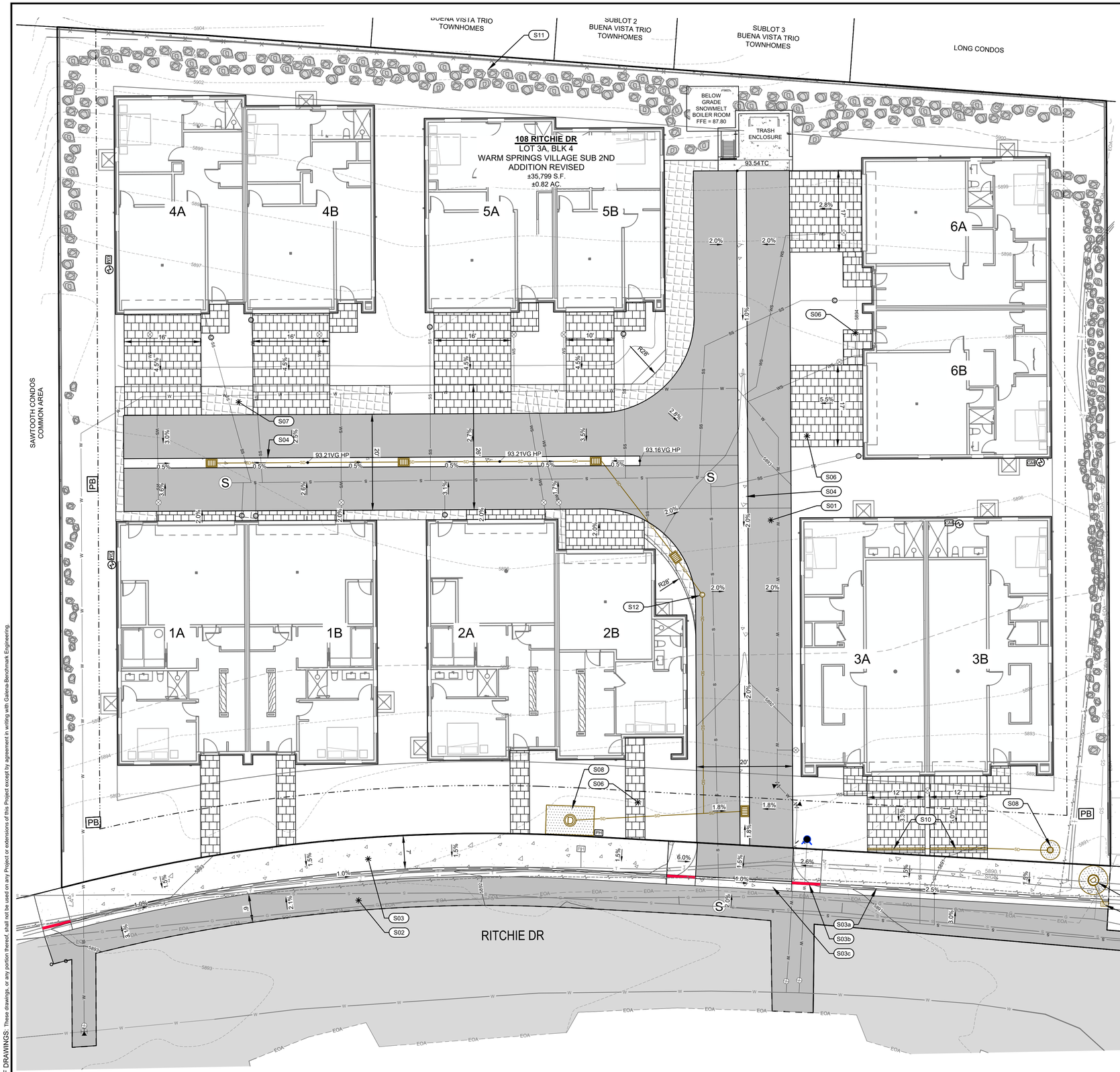
_____
Signature of Notary Public

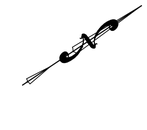
My commission expires: _____

**EXHIBIT A**

**INITIAL PLAT**

[ incorporate prior to execution ]



## LEGEND

- BLOCK BOUNDARY
- ADJOINER'S LOT LINE
- EASEMENT
- ROAD CENTERLINE
- 5' CONTOUR INTERVAL (EXISTING)
- 1' CONTOUR INTERVAL (EXISTING)
- FENCE LINE
- RETAINING WALL
- ASPHALT
- STORM DRAIN PROPOSED
- SAWCUT LINE
- 5' CONTOUR INTERVAL
- 1' CONTOUR INTERVAL

## SITE IMPROVEMENT KEY NOTES

- S01 CONSTRUCT HEATED ASPHALT ROADWAY. SEE DETAIL TBD.
- S02 CONSTRUCT ASPHALT ROADWAY / ASPHALT REPAIR. SEE DETAIL TBD.
- S03 CONSTRUCT CONCRETE SIDEWALK, CURB AND GUTTER.
  - a. 6" ROLLED C&G
  - b. CURB TRANSITION
  - c. ZERO REVEAL CURB AND GUTTER
- S04 CONSTRUCT 24" WIDE HEATED CONCRETE VALLEY GUTTER
- S06 INSTALL HEATED SITE PAVERS. SEE LANDSCAPE PLAN FOR DETAILS.
- S07 INSTALL SITE GRASS PAVE. SEE LANDSCAPE PLAN FOR DETAILS.
- S08 CONSTRUCT DRYWELL. SEE DETAIL TBD. PROVIDE MIN. 12-24" SOIL COVER FOR PLANTINGS. REFER TO LANDSCAPE PLANS FOR SOIL COVER REQUIREMENTS.
- S09 CONSTRUCT 30" CATCH BASIN. SEE DETAIL TBD.
- S10 INSTALL TRENCH DRAIN.
- S11 SEE LANDSCAPE SHEETS FOR SITE GRADING AND BOULDER PLACEMENT.
- S12 SD CLEANOUT

# GRADING & DRAINAGE PLAN
# WARM SPRINGS VILLAGE SUB, 2ND ADD. REV. BLOCK 4, LOT 3A

LOCATED WITHIN SECTION 14, T.4 N., R.17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
PREPARED FOR: PRESIDIO VISTA PROPERTIES

PROJECT INFORMATION
G:\BMA\Warm springs village\2nd addition\2nd Addition, REVISED\Block 4\23283 Lot 3A 108-110 Ritchie Dr\dwg\Construction\23283 CIVIL.dwg 02/10/26 2:04:56 PM

PROFESSIONAL ENGINEER — REGISTERED — 13788 — 2/9/2026 — STATE OF IDAHO — JEFFREY LAMOUREUX

| | |
|---|---|
| DESIGNED BY: | SS |
| DRAWN BY: | SS/PSF |
| CHECKED BY: | JL |
| SURVEY DATE: | 06/12/22 |


GALENA–BENCHMARK ENGINEERING
Civil Engineers & Land Surveyors
100 Bell Drive
P.O. Box 733
Ketchum, Idaho 83340
(208) 726-9512
www.benchmark-associates.com

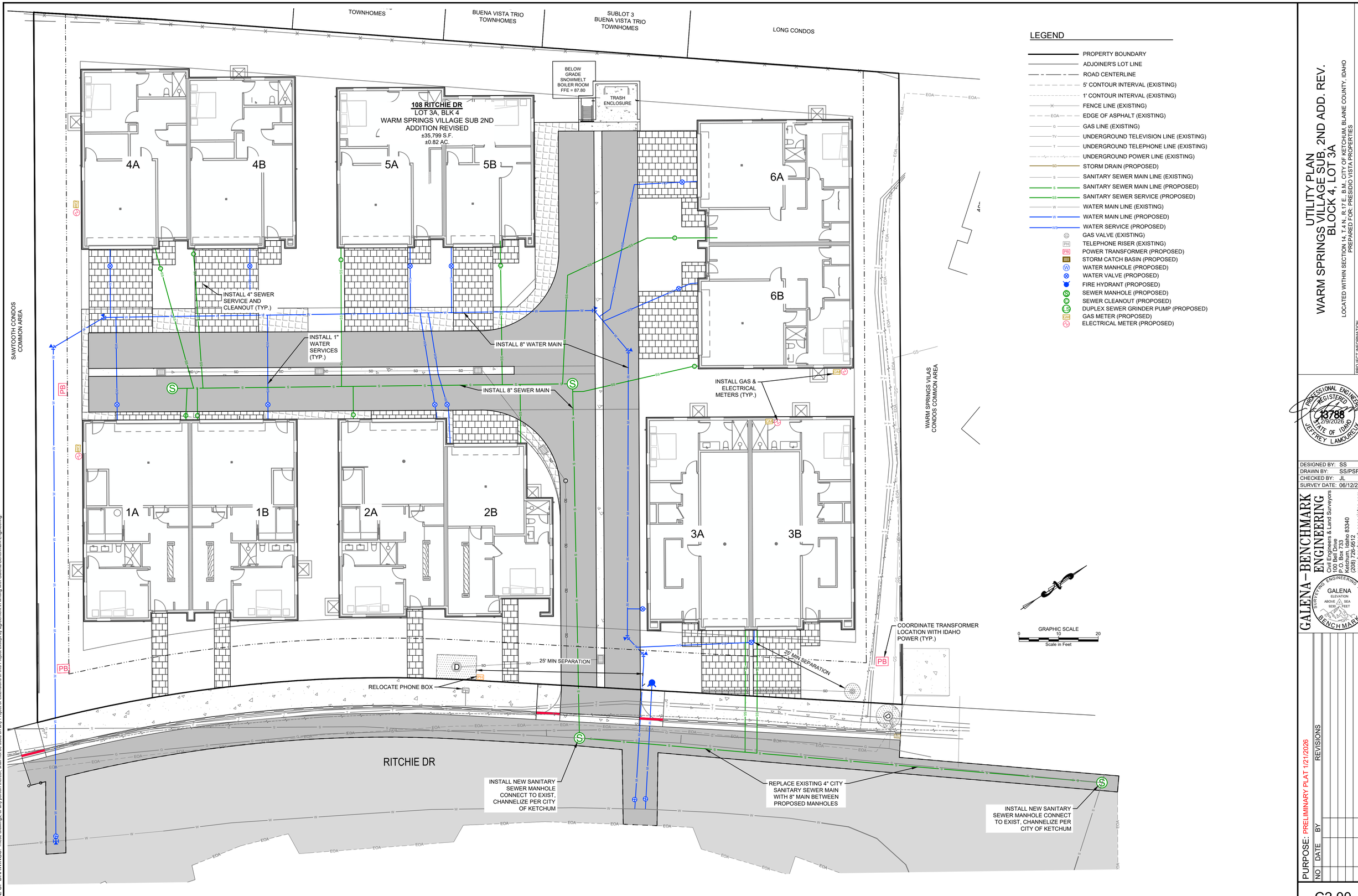

GALENA ELEVATION ABOVE SEA 9230 FEET — SURVEYING ENGINEERING PLANNING — BENCH MARK

PURPOSE: PRELIMINARY PLAT 1/21/2026

| NO | DATE | BY | REVISIONS |
|---|---|---|---|

C1.00


REUSE OF DRAWINGS: These drawings, or any portion thereof, shall not be used on any Project or extensions of this Project except by agreement in writing with Galena-Benchmark Engineering.




## LEGEND

- PROPERTY BOUNDARY
- ADJOINER'S LOT LINE
- ROAD CENTERLINE
- 5' CONTOUR INTERVAL (EXISTING)
- 1' CONTOUR INTERVAL (EXISTING)
- FENCE LINE (EXISTING)
- EDGE OF ASPHALT (EXISTING)
- GAS LINE (EXISTING)
- UNDERGROUND TELEVISION LINE (EXISTING)
- UNDERGROUND TELEPHONE LINE (EXISTING)
- UNDERGROUND POWER LINE (EXISTING)
- STORM DRAIN (PROPOSED)
- SANITARY SEWER MAIN LINE (EXISTING)
- SANITARY SEWER MAIN LINE (PROPOSED)
- SANITARY SEWER SERVICE (PROPOSED)
- WATER MAIN LINE (EXISTING)
- WATER MAIN LINE (PROPOSED)
- WATER SERVICE (PROPOSED)
- GAS VALVE (EXISTING)
- TELEPHONE RISER (EXISTING)
- POWER TRANSFORMER (PROPOSED)
- STORM CATCH BASIN (PROPOSED)
- WATER MANHOLE (PROPOSED)
- WATER VALVE (PROPOSED)
- FIRE HYDRANT (PROPOSED)
- SEWER MANHOLE (PROPOSED)
- SEWER CLEANOUT (PROPOSED)
- DUPLEX SEWER GRINDER PUMP (PROPOSED)
- GAS METER (PROPOSED)
- ELECTRICAL METER (PROPOSED)

REUSE OF DRAWINGS: These drawings, or any portion thereof, shall not be used on any Project or extensions of this Project except by agreement in writing with Galena-Benchmark Engineering.

# UTILITY PLAN
# WARM SPRINGS VILLAGE SUB, 2ND ADD. REV. BLOCK 4, LOT 3A

LOCATED WITHIN SECTION 14, T.4 N., R.17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
PREPARED FOR: PRESIDIO VISTA PROPERTIES

PROJECT INFORMATION
G:\BMA\W\warm springs village\2nd addition\2nd Addition, REVISED\Block 4\23283 Lot 3A 108-110 Ritchie Dr\dwg\Construction\23283 CIVIL.dwg 02/10/26 2:04:56 PM

PROFESSIONAL ENGINEER
REGISTERED
13788
2/9/2026
STATE OF IDAHO
JEFFREY LAMOUREUX

| | |
|---|---|
| DESIGNED BY: | SS |
| DRAWN BY: | SS/PSF |
| CHECKED BY: | JL |
| SURVEY DATE: | 06/12/22 |

GALENA–BENCHMARK ENGINEERING
Civil Engineers & Land Surveyors
100 Bell Drive
P.O. Box 733
Ketchum, Idaho 83340
(208) 726-9512
www.benchmark-associates.com

GALENA ELEVATION ABOVE SEA LEVEL 5630 FEET
SURVEYING ENGINEERING PLANNING BENCH MARK

PURPOSE: PRELIMINARY PLAT 1/21/2026

| NO | DATE | BY | REVISIONS |
|---|---|---|---|

C2.00

City of Ketchum

# ATTACHMENT B:

# Townhouse Subdivision Preliminary Plat

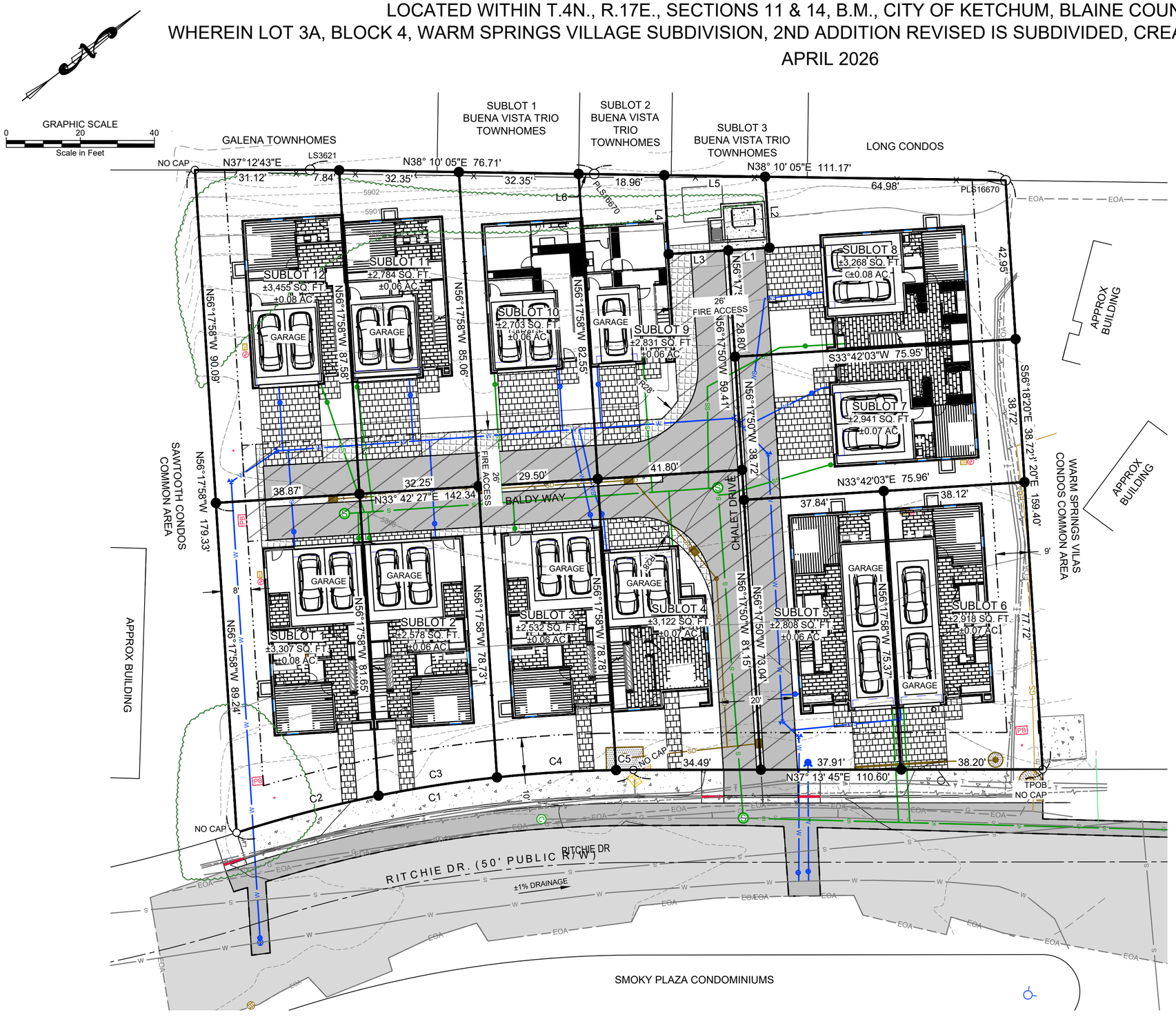
A PRELIMINARY PLAT SHOWING

# THE CHALETS AT WARM SPRINGS

LOCATED WITHIN T.4N., R.17E., SECTIONS 11 & 14, B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO

WHEREIN LOT 3A, BLOCK 4, WARM SPRINGS VILLAGE SUBDIVISION, 2ND ADDITION REVISED IS SUBDIVIDED, CREATING TOWNHOUSE SUBLOTS 1 - 12

APRIL 2026




## LEGEND

- PROPERTY LINE
- PROPOSED SUBLOT LINES
- ADJOINER'S LOT LINE
- ROAD CENTERLINE
- 5' CONTOUR INTERVAL (EXISTING)
- 1' CONTOUR INTERVAL (EXISTING)
- 5' CONTOUR INTERVAL (PROPOSED)
- 1' CONTOUR INTERVAL (PROPOSED)
- DRIPLINE OF VEGETATION
- FENCE LINE
- EXISTING ASPHALT
- GAS LINE
- UNDERGROUND TELEPHONE LINE
- UNDERGROUND POWER LINE
- STORM DRAIN PROPOSED
- SANITARY SEWER MAIN LINE
- SANITARY SEWER MAIN LINE PROPOSED
- SANITARY SEWER SERVICE PROPOSED
- WATER MAIN LINE
- WATER MAIN LINE PROPOSED
- WATER SERVICE PROPOSED
- EXISTING CONCRETE
- CONSTRUCT ASPHALT ROADWAY / ASPHALT REPAIR
- CONSTRUCT CONCRETE 7' SIDEWALK, CURB AND GUTTER
- 6" ROLLED C&G
- CURB TRANSITION
- ZERO REVEAL CURB AND GUTTER
- CONSTRUCT CONCRETE VALLEY GUTTER 24" WIDE
- CONSTRUCT CONCRETE DRIVEWAYS. WIDTH VARIES
- INSTALL SITE PAVERS. SEE LANDSCAPE PLAN
- INSTALL SITE GRASS PAVE
- GAS VALVE
- TELEPHONE RISER
- POWER TRANSFORMER PROPOSED
- STORM CATCH BASIN PROPOSED
- WATER MANHOLE
- WATER VALVE
- EXISTING FIRE HYDRANT
- FIRE HYDRANT PROPOSED
- SEWER MANHOLE PROPOSED
- SEWER CLEANOUT PROPOSED
- DUPLEX SEWER GRINDER PUMP PROPOSED
- GAS METER PROPOSED
- ELECTRICAL METER PROPOSED
- CATCH BASIN
- DRY WELL
- SIGN
- FOUND 5/8" REBAR (MARKED AS NOTED)
- FOUND 1/2" REBAR (MARKED AS NOTED)
- 5/8" REBAR MARKED "PLS 22869" TO BE SET


OWNER/SUBDIVIDER:
108 - 110 RITCHIE LLC
PO BOX 14001-174
KETCHUM, ID 83340

SURVEYOR:
MARK VAN DUSER
GALENA-BENCHMARK ENGINEERING
PO BOX 733
KETCHUM, ID 83340

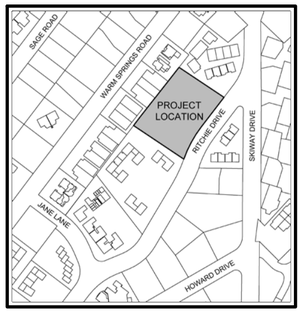

| LINE TABLE | | |
|---|---|---|
| LINE # | LENGTH | DIRECTION |
| L1 | 11.17' | N33°42'03"E |
| L2 | 19.22' | N56°17'57"W |
| L3 | 15.98' | S33°42'03"W |
| L4 | 21.34' | N55°53'07"W |
| L5 | 27.23' | N38°10'05"E |
| L6 | 4.18' | N38°10'05"E |

| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| CURVE # | LENGTH | RADIUS | DELTA | CHORD DIRECTION | CHORD LENGTH |
| C1 | 108.91' | 351.11' | 17°46'24" | S28° 18' 24"W | 108.48' |
| C2 | 39.63' | 351.11' | 6°28'01" | S22° 39' 13"W | 39.61' |
| C3 | 32.39' | 351.11' | 5°17'10" | S28° 31' 49"W | 32.38' |
| C4 | 32.26' | 351.11' | 5°15'52" | S33° 48' 20"W | 32.25' |
| C5 | 4.63' | 351.11' | 0°45'20" | S36° 48' 56"W | 4.63' |

## NOTES

1. SEE SHEET 2 FOR EASEMENTS.
2. SEE SHEET 3 FOR SURVEYOR NARRATIVE, NOTES.

VICINITY MAP
N.T.S.




PROFESSIONAL LAND SURVEYOR
LICENSE
22869
STATE OF IDAHO
MARK W. VAN DUSER
PRELIMINARY

A PRELIMINARY PLAT SHOWING
THE CHALETS AT WARM SPRINGS
BLOCK 4, LOT 3A
WARM SPRINGS VILLAGE, 2ND ADD. REV.

GALENA-BENCHMARK ENGINEERING
KETCHUM, IDAHO

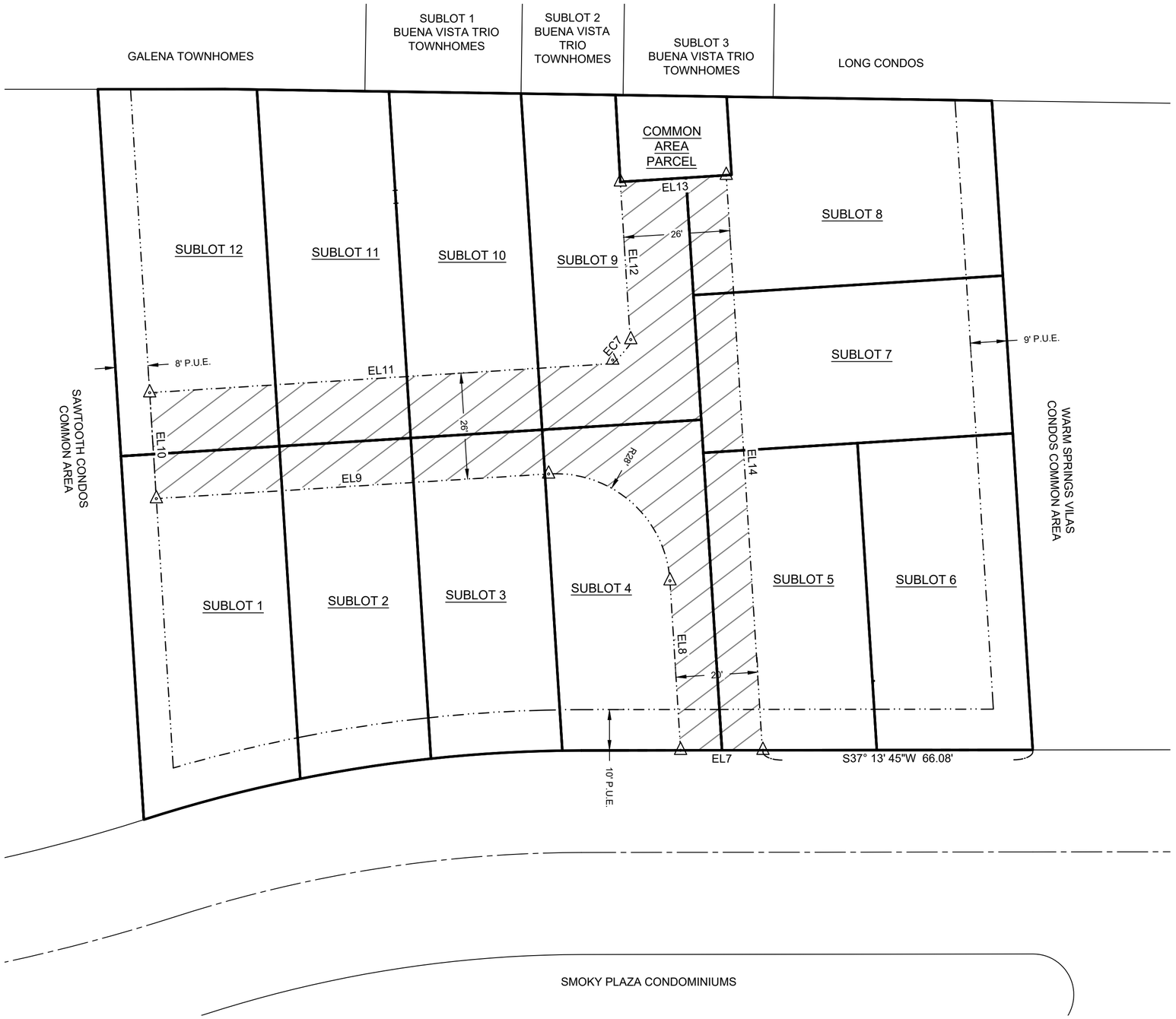
A PRELIMINARY PLAT SHOWING

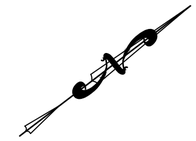
# THE CHALETS AT WARM SPRINGS

LOCATED WITHIN T.4N., R.17E., SECTIONS 11 & 14, B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO

WHEREIN LOT 3A, BLOCK 4, WARM SPRINGS VILLAGE SUBDIVISION, 2ND ADDITION REVISED IS SUBDIVIDED, CREATING TOWNHOUSE SUBLOTS 1 - 12

APRIL 2026



GRAPHIC SCALE

0 20 40

Scale in Feet

## LEGEND

- PROPERTY LINE
- PROPOSED SUBLOT LINES
- ADJOINER'S LOT LINE
- ROAD CENTERLINE
- PUBLIC UTILITY EASEMENT (WIDTH AS NOTED)
- ACCESS AND PUBLIC UTILITY EASEMENT (WIDTH AS NOTED)
- FOUND 1/2" REBAR (MARKED AS NOTED)
- CALCULATED POINT (NOTHING SET)

| EASEMENT CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| CURVE # | LENGTH | RADIUS | DELTA | CHORD DIRECTION | CHORD LENGTH |
| EC6 | 43.98' | 28.00' | 90°00'00" | S78° 42' 02"W | 39.60' |
| EC7 | 6.63' | 28.00' | 13°34'25" | N11° 17' 58"W | 6.62' |

| LINE TABLE | | |
|---|---|---|
| LINE # | LENGTH | DIRECTION |
| EL7 | 20.04' | S37°13'45"W |
| EL8 | 41.61' | S56°17'58"E |
| EL9 | 96.29' | N33°42'02"E |
| EL10 | 26.00' | S56°17'58"E |
| EL11 | 113.61' | N33°42'02"E |
| EL12 | 39.65' | S56°17'58"E |
| EL13 | 25.98' | S33°42'12"W |
| EL14 | 141.15' | S56°17'58"E |

NOTES.

1. SEE SHEET 3 FOR SURVEYOR NARRATIVE AND NOTES.

## EASEMENTS

PROFESSIONAL LAND SURVEYOR
LICENSED
23489
STATE OF IDAHO
PATRK W. VAN DUSER
PRELIMINARY

A PRELIMINARY PLAT SHOWING
THE CHALETS AT WARM SPRINGS
BLOCK 4, LOT 3A
WARM SPRINGS VILLAGE, 2ND ADD. REV.

GALENA-BENCHMARK ENGINEERING
KETCHUM, IDAHO


Job No. 23263

A PRELIMINARY PLAT SHOWING

# THE CHALETS AT WARM SPRINGS

LOCATED WITHIN T.4N., R.17E., SECTIONS 11 & 14, B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO

WHEREIN LOT 3A, BLOCK 4, WARM SPRINGS VILLAGE SUBDIVISION, 2ND ADDITION REVISED IS DIVIDED CREATING TOWNHOUSE SUBLOTS 1 - 12

APRIL 2026

## SURVEY NARRATIVE:

1. THE PURPOSE OF THIS PRELIMINARY PLAT IS TO SUBDIVIDE LOT 3A, BLOCK 4, WARM SPRINGS VILLAGE SUBDIVISION, 2ND ADDITION REVISED, INTO 12 TOWNHOUSE SUBLOTS AS SHOWN HEREON, TO SHOW PRE-CONSTRUCTION SITE INFORMATION AS IT EXISTED ON THE DATE THE FIELD SURVEY WAS PERFORMED IN RELATION TO PLATTED LOT LINES, AND TO SHOW PROPOSED UPDATES TO THE SUBJECT PROPERTY. CHANGES MAY HAVE OCCURRED TO SITE CONDITIONS SINCE SURVEY DATE. EXTERIOR LOT LINES ARE BASED ON FOUND MONUMENTS. ALL FOUND MONUMENTS WERE ACCEPTED AS EITHER ORIGINAL CORNERS, OR REPLACEMENTS OF ORIGINAL CORNERS. SET MONUMENTS ARE ESTABLISHING NEW SUBLOT BOUNDARIES.

2. BASIS OF BEARINGS IS IDAHO STATE PLANE COORDINATE SYSTEM, NAD83, CENTRAL ZONE AS DERIVED BY GPS OBSERVATIONS. ALL DISTANCES SHOWN ARE GROUND DISTANCES IN FEET.

VERTICAL DATUM: ELEVATIONS BASED ON NAVD 88 (GEOID18) DATUM UTILIZING SMARTNET CORS STATION IDKM.

3. REFERENCED SURVEYS:
   - 3.A. WARM SPRINGS VILLAGE 2ND ADDITION, INST. NO. 103120.
   - 3.B. WARM SPRINGS VILLAGE SUBDIVISION, 2ND ADDITION REVISED, INST. NO. 117271.
   - 3.C. SAWTOOTH CONDOMINIUMS, INST. NO. 152204.
   - 3.D. WARM SPRINGS VILAS, INST. NO. 169404.
   - 3.E. WARM SPRINGS VILAS ADDENDUM, INST. NO. 193773.
   - 3.F. WARM SPRINGS VILAS: UNITS 1A, 2A, 3A & 4A, INST. NO. 501214.
   - 3.G. RECORD OF SURVEY, LOTS 3 & 4, BLOCK 4, WARM SPRINGS VILLAGE 2ND ADDITION REVISED, INSTRUMENT NUMBER 692364.
   - 3.H. LOT 3A, BLOCK 4, WARM SPRINGS VILLAGE SUBDIVISION, SECOND ADDITION REVISED, INSTRUMENT NUMBER 698773.

4. BOUNDARY DIMENSIONS SHOWN HEREON ARE MEASURED. FOR RECORD DIMENSIONS, SEE REFERENCED SURVEYS.

5. THIS MAP WAS PREPARED FOR THE EXPRESS USE OF THE CLIENT AND IS NOT TRANSFERABLE TO OTHERS WITHOUT WRITTEN CONSENT BY GALENA-BENCHMARK ENGINEERING AND IS NOT VALID OR TO BE USED BY OTHER PARTIES FOR ANY REASON INCLUDING BUT NOT LIMITED TO REAL ESTATE TRANSACTIONS, BUILDING APPLICATIONS, PERMITS, ETC.

8. TITLE POLICY BY STEWART TITLE GUARANTY COMPANY, FILE NO. 2124145, DATED OCTOBER 11, 2024. CERTAIN INFORMATION CONTAINED WITHIN SAID POLICY MAY NOT APPEAR ON THIS MAP OR MAY AFFECT ITEMS SHOWN ON THIS MAP.

9. ELECTRONIC DATA: GALENA-BENCHMARK ENGINEERING ACCEPTS NO RESPONSIBILITY OR LIABILITY FOR THE REUSE, DISTRIBUTION OR ACCURACY OF DATA CONTAINED ON ELECTRONIC COPIES OF THIS DRAWING. THE STAMPED HARD COPY OF THIS DRAWING IS THE FINAL PRODUCT.

10. THIS DRAWING IS VOID AFTER 2 YEARS AND NO FURTHER COPIES OR DIGITAL FILES WILL BE TRANSMITTED.

11. BUILDING AREA: BUILDING SETBACK AND FOOTPRINT REQUIREMENTS ARE PER CITY OF KETCHUM ORDINANCES.

12. GENERAL RESTRICTIONS : EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS MAP, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT OF REAL ESTATE: EASEMENTS, OTHER THAN THOSE SHOWN OR LISTED HEREON, BUILDING SETBACK LINES, RESTRICTIVE COVENANTS, SUBDIVISION RESTRICTIONS, ZONING, WETLANDS, AVALANCHE OR ANY OTHER LAND-USE REGULATIONS OR HAZARDS.

## NOTES

13. ALL NEW UTILITIES SHALL BE INSTALLED UNDERGROUND.

14. COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE CHALETS AT WARM SPRINGS ARE RECORDED UNDER INST. NO. _____, RECORDS OF BLAINE COUNTY, IDAHO.

15. THE WATER MAIN ON THE PROPERTY SHALL BE A PRIVATE LINE AND NOT OWNED NOR MAINTAINED BY THE CITY OF KETCHUM. THE SEWER MAIN WILL BE OWNED AND MAINTAINED BY THE CITY OF KETCHUM. THE CITY WILL NOT BE RESPONSIBLE FOR REPAIR AND/OR MAINTENANCE TO THE SNOW MELT SYSTEM OR PAVERS WHICH MAY RESULT FROM THE CITY REPAIRING AND/OR MAINTAINING THE PUBLIC SEWER MAIN.

16. A VARIABLE-WIDTH PRIVATE ROADWAY, PUBLIC UTILITY, & EMERGENCY ACCESS EASEMENT IS GRANTED AS SHOWN HEREON.

17. THE PRIVATE ROADWAY ACCESS IS NOT OWNED NOR MAINTAINED BY THE CITY OF KETCHUM. SAID ROADWAY ACCESS IS A FIRE TRUCK AND EMERGENCY SERVICES ACCESS AND SHALL BE KEPT CLEAR OF OBSTRUCTIONS YEAR-AROUND.

18. ROAD NAMES, AS SHOWN HEREON, ARE TEMPORARY AND ARE SUBJECT TO CHANGE PRIOR TO FINAL PLAT.

19. SURFACE PARKING OUTSIDE OF DESIGNATED GARAGES IS PROHIBITED ON ALL SUBLOTS.

20. ALL TOWNHOUSE OWNERS SHALL HAVE MUTUAL RECIPROCAL EASEMENTS FOR ACCESS AND EXISTING & FUTURE PUBLIC AND PRIVATE UTILITIES INCLUDING, BUT NOT LIMITED TO, MECHANICAL VAULTS, WATER, CABLE TV, SEWER, NATURAL GAS, TELEPHONE, AND ELECTRIC LINES OVER, UNDER AND ACROSS THEIR TOWNHOUSE SUBLOTS FOR THE REPAIR, MAINTENANCE AND REPLACEMENT THEREOF.

21. GARAGE SPACE SHALL NOT BE CONVERTED TO LIVING SPACE OR USES OTHER THAN PARKING OF VEHICLES AND HOUSEHOLD STORAGE. GARAGE(S) MAY NOT BE CONDOMINIUMIZED, SOLD AND/OR OWNED SEPARATE FROM THE CORRESPONDING DWELLING UNIT WITHIN THE TOWNHOUSE DEVELOPMENT.

22. THE TOWNHOUSE SUBLOTS SHOWN HEREON ARE CONSIDERED AS ONE (1) LAND LOT. COVERAGE REQUIREMENTS AND OTHER BULK REGULATIONS PER THE CITY OF KETCHUM ORDINANCES APPLY TO THE SUBLOTS AS ONE PARCEL.

23. A VARIABLE-WIDTH PUBLIC UTILITY EASEMENT IS GRANTED ALONG THE EASTERLY, SOUTHERLY AND WESTERLY EXTERIOR BOUNDARIES OF THE SUBDIVISION AS SHOWN HEREON.

24. THIS DEVELOPMENT IS SUBJECT TO THE FAR EXCEEDANCE AGREEMENT RECORDED AS INST. NO. _____.

25. TREE LOCATIONS AND DRIP LINES IF SHOWN HEREON ARE APPROXIMATE.

26. CONTOUR INTERVAL: 1' .

27. MAP SCALE: DUE TO ELECTRONIC MAP DELIVERY AND ALTERNATE PRINTING METHODS, PLEASE USE BAR SCALE TO DETERMINE ACTUAL PRINTED SCALE.

28. THE PROPERTY IS CURRENTLY ZONED T-3000.

PROFESSIONAL LAND SURVEYOR
LICENSED
23263
STATE OF IDAHO
MARK W. VAN DUSER
PRELIMINARY

A PRELIMINARY PLAT SHOWING
THE CHALETS AT WARM SPRINGS
BLOCK 4, LOT 3A
WARM SPRINGS VILLAGE, 2ND ADD. REV.

GALENA-BENCHMARK ENGINEERING
KETCHUM, IDAHO


Job No. 23263

City of Ketchum

# ATTACHMENT C:

# Approved Findings of Fact, Conclusions of Law, and Decision for Design Review P24-063

City of Ketchum
Planning & Building

| | |
|---|---|
| IN RE: | ) |
| | ) |
| Warm Springs Townhomes | ) KETCHUM PLANNING AND ZONING COMMISSION |
| Design Review | ) FINDINGS OF FACT, CONCLUSIONS OF LAW, AND |
| Application File Number: P24-063 | ) DECISION |
| Date: January 20, 2026 | ) |
| | ) |
| | ) |

| | |
|---|---|
| PROJECT: | Warm Springs Townhomes |
| APPLICATION TYPE: | Design Review |
| FILE NUMBER: | P24-063 |
| PROPERTY OWNER: | 108-110 Ritchie, LLC |
| REPRESENTATIVE: | Zac Rockett, Ro Rockett Design (architect) |
| LOCATION: | 108 Richie Dr (WARM SPRINGS VILL SUB 2ND REV LOT 3A BLK 4) |
| ZONING: | Tourist 3000 (T-3000) |
| OVERLAY: | None |

## RECORD OF PROCEEDINGS

Per Ketchum Municipal Code 17.96.010.C.1, new developments on lots totaling 11,000 square feet require a pre-application meeting with the Planning and Zoning Commission prior to application for final Design Review. The City of Ketchum received an application for Pre-Application Design Review for the project on the subject property on November 13, 2023, and deemed the application complete on November 17, 2023. A Pre-Application Design Review meeting with the Commission was held on April 23. The Planning and Building Department received the Design Review application on July 17, 2024. Following four rounds of review, the application was scheduled for a hearing with the Planning and Zoning Commission (the "Commission") at their September 9, 2025 regular meeting.

A public meeting notice for the project was mailed to all property owners within 300 feet of the project site and all political subdivisions on August 20, 2025. The notice was published in the Idaho Mountain Express on August 20, 2025. A notice was posted on the project site on September 2,

2025, and the city's website on August 19, 2025. A public hearing was held on September 9, 2025 and continued to a date certain of October 14, 2025. A public hearing was held on October 14, 2025 and continued to a date certain of November 25, 2025. The applicant requested a further continuation to allow for additional time for revisions. At the November 25, 2025 hearing, the application was continued to a date certain of December 9, 2025. No information was presented and no deliberations occurred at the November 25, 2025 hearing. The Commission held their final meeting and and further continued to a date certain of December 9, 2025.

## BACKGROUND

The applicant has submitted a Design Review application for the development of 12-, three- and four-bedroom, townhouse units at 108 Ritchie Dr (the "subject property"). The subject property is zoned Tourist 3000 (T-3000) and is vacant. The development proposes to utilize the city's density bonus program for increased FAR and is therefore subject to the minimum residential density requirements of the Ketchum Municipal Code. The townhouse units range in size from approximately 2,200 to 3,800 gross square feet. The units within the development are proposed to be accessed by a private road entering from Ritchie Dr. with two of the units being accessed directly from Ritchie Dr. Each townhouse has dedicated garage parking within each unit. The full project plans are included as Attachment A to these findings.

## FINDINGS OF FACT

The Commission, having reviewed the entire project record, provided notice, and conducted the required public hearing, does hereby find that the project meets the criteria (below) for a Design Review approval per Section 17.96.050.A of the Ketchum Municipal Code:

1. The project does not jeopardize the health, safety or welfare of the public.
2. The project generally conforms with the goals, policies, and objectives of the adopted comprehensive plan.
3. The project conforms to all applicable standards and criteria as set forth in this chapter, this title, and any other standards as adopted or amended by the City of Ketchum from time to time.

The Commission finds that the application does not jeopardize the health, safety, and welfare of the public, conforms with the goals, policies and objectives of the comprehensive plan, and conforms to all applicable standards and criteria as set forth in Chapter 17.96 – *Design Review* and Title 17 – *Zoning Regulations.* Therefore, the Commission does hereby make and set forth these Findings of Fact, Conclusions of Law, and Decision as follows:

## CRITERIA 1 & 2: HEALTH/SAFETY/WELFARE & COMPREHENSIVE PLAN CONFORMANCE

The 2014 Comprehensive Plan designates the subject property's future land use as "Medium Density Residential". Appropriate uses in this designation include single-family, duplexes, and other attached-unit types such as townhouses. The plan also states that multi-family housing is appropriate in many locations. The proposed development includes six duplex units. The Commission finds the proposed development meets the intent of the future land use designation as proposed.



Chapter 4 of the comprehensive plan, Community Design and Neighborhoods, states that "Infill and development projects should be contextually appropriate to the neighborhood and development in which they will occur" (Policy CD-1.3). The plan also states that "Each new project should be well-designed and attractive and should complement surrounding land uses and existing neighborhood character" (Policy CD-1.4).

The surrounding Warm Springs neighborhood is characterized by a variety of two- and three-story multi-family and duplex developments. See the Figure to the left for the subject property in yellow. The surrounding properties have an outline of the buildings. Where no building is shown, the property is either vacant or has a single-family residence. As shown in the image, most of the surrounding properties have a similar development pattern as the proposed development.

The proposed development features three story duplexes with high-quality materials primarily of wood and stone which is consistent with materials throughout the Warm Springs Area. Additionally, the development features pitched roofs, balconies, and extensive landscaping along Ritche Dr. These are all features that are consistent throughout multi-family developments in the Warm Springs Area. Therefore, the Commission finds that the development is well designed, attractive, and contextually appropriate.

## CRITARIA 3: CONFORMANCE WITH APPLICABLE STANDARDS AND CRITERIA

### FINDINGS REGARDING COMPLIANCE WITH ZONING REGULATIONS

| Zoning and Dimensional Standards Analysis | | | | |
|---|---|---|---|---|
| Compliant | | | Ketchum Municipal Code Standards and Staff Comments | |
| Yes | No | N/A | KMC § | Standards and Staff Comments |
| ☒ | ☐ | ☐ | 17.12.030 | Minimum Lot Area and Width |
| | | | Findings | Permitted: 8,000 square feet with minimum of 80-foot width<br><br>Existing: Per Sheet A-002<br>35,799 SF lot area – 5,897 SF of private road and fire lane area = 29,902 SF |
| ☒ | ☐ | ☐ | 17.12.030 | FAR or Lot Coverage |
| | | | Findings | Permitted FAR: 0.5<br>Permitted FAR with Community Housing: 1.6<br><br>Floor Area, Gross: The sum of the horizontal area of the building measured along the outside walls of each floor of a building or portion of a building, including stair towers and elevators on the ground floor |

| | | | | |
|---|---|---|---|---|
| | | | | only, and 50 percent of atriums over 18 feet plate height, but not including basements, underground parking areas or open unenclosed decks. Parking areas covered by a roof or portion of the building and enclosed on three or more sides by building walls are included. Four parking stalls for developments on single Ketchum Town Site lots of 5,600 square feet in size or less are not included in the gross floor area calculation.<br><br>Proposed: Per Sheet A-000<br>Gross Square Footage – 38,957 SF<br>Total Lot Area – 29,902 SF<br>FAR – 1.30 FAR<br><br>Community Housing Mitigation Calculation:<br>Permitted Gross Square Feet (0.5 FAR): 14,951 SF<br>Proposed Gross Square Feet: 38,957 SF<br>Increase Above Permitted FAR: 24,006 SF<br>20% of Increase: 4,801 SF<br>Net Livable (15% Reduction): 4,081 SF<br><br>Fee In-Lieu Proposed: 4,081 SF x $550/SF = $2,244,561 |
| ☒ | ☐ | ☐ | 17.12.030 | Minimum Building Setbacks |
| | | | Findings | Permitted:<br>Front (Ritchie/south): 15 feet<br>Side (west): The greater of 1 foot per 3 feet in building height, or 5 feet.<br>Side (east): The greater of 1 foot per 3 feet in building height, or 5 feet.<br>Rear (north): The greater of 1 foot per 3 feet of building height, or 10 feet.<br><br>Height of building: The greatest vertical distance measured at any point from the roof to natural, existing, or finished grade, whichever is lowest. The maximum vertical distance from the lowest exposed finished floor to the highest point of the roof (regardless of vertical alignment) shall be no more than five feet greater than the maximum height permitted in the zoning district (see illustration B on file in the office of the City Clerk). No facade shall be greater than the maximum height permitted in the zoning district. (See definition of "facade" in this section and illustration B on file in the office of the City Clerk.) Facades which step up or down hillsides shall be set back from the lower facade a minimum of 50 percent of the height of the lower facade; except, that roof overhangs may extend up to three feet into this area (see illustration B on file in the office of the City Clerk). This building height provision shall apply to parapets, Boston roofs and any other portion of a building roof, but shall not apply to flagpoles, lightning rods, weather vanes, antennas or chimneys.<br><br>Proposed Building Height: Per Sheets A-300 through A-306 |

| | | | | |
|---|---|---|---|---|
| | | | | Building 1 – 35 ft<br>Building 2 – 35 ft<br>Building 3 – 35ft<br>Building 4 – 35ft<br>*11.6 ft of setback required on sides and rear<br><br>Proposed: Per Sheet A-001<br>Front (Ritchie, south): 15 feet<br>Side (west): 11 feet 8 inches<br>Side (east): 11 feet 8 inches<br>Rear (Alley/east): 11 feet 8 inches |
| ☒ | ☐ | ☐ | 17.12.030 | Building Height |
| | | | Findings | Permitted: 35 feet<br><br>Proposed: Per Sheets A-300 through A-306<br>Building 1 – 35 ft<br>Building 2 – 35 ft<br>Building 3 – 35ft<br>Building 4 – 35ft |
| ☒ | ☐ | ☐ | 17.125.030H | Driveway |
| | | | Findings | Permitted: Not less than 12 feet and not more than 35% of street frontage or 30 feet (whichever is less) unless otherwise approved by the City Engineer.<br><br>Proposed: Private roads curb cuts onto public roads are not subject to driveway width requirements. Building 2 has driveways directly onto Ritchie Dr which are 12 feet in width for a total of 24 feet. The total length of the property is approximately 219 ft. 35% of street frontage would be 77 ft, therefore the maximum width is 30 feet. A total of 24 feet is proposed. |
| ☒ | ☐ | ☐ | 17.125.040 | Parking Spaces |
| | | | Findings | Required:<br>1 space for units between 751 and 2,000 SF<br>2 spaces for units 2,001 SF and greater<br><br>Proposed: (per Page 11)<br>12 units total<br>11 units over 2,001 SF = 22 parking spaces required<br>1 unit between 751 and 2,000 SF = 1 parking space required<br>Total spaces required: 23<br>Total Spaces provided: 23<br><br>Bicycle Parking:<br>Required: One bike rack (for two bikes) for every 4 required spaces. 23/4 = 6 (5.75) racks are required. |

| | | | | |
|---|---|---|---|---|
| | | | | Proposed: None identified on the development plans, see condition of approval #10. |
| ☒ | ☐ | ☐ | 17.12.030 | Open Site Area |
| | | | Findings | Required: 35% site area excluding buildings, structures, parking areas, driveways, cul-de-sacs or streets - A maximum of five percent open site area may be used for private decks or patios and walkways subject to design review approval.<br>Required Open Site Area:<br>12,523 SF (35%) total – of that total, a maximum of 626 SF can be private decks or patios and walkways<br><br>Proposed: Per Sheet A-003<br>Total Lot area: 35,799 SF<br>Total SF of Buildings, Streets, Driveways, and Dumpster = 22,864 SF<br>35,799 SF – 22,864 SF = 12,935 SF = 37%<br>Total proposed patios and walkways = 622.25 SF = <5% |
| ☒ | ☐ | ☐ | 17.124.180 | Minimum Residential Density |
| | | | Findings | Required: 4 residential units per 10,000 SF of lot area<br>Total Lot Area: 29,902 SF / 10,000 SF = 2.99<br>2.99 x 4 units = 12 units<br><br>Proposed: 12 Units |
| X | | | 17.124.130 | Fences/Hedges/Walls |
| | | | Findings | Required: All retaining walls must meet the requirements of 17.124.130.E including:<br>• Setback a minimum of one foot from property lines unless adjacent owner authorizes<br>• All retaining structures four feet or more in height that are visible from public rights of way shall be constructed or faced with materials that reduce the apparent mass of the retaining structure<br>• There is no maximum height limit in the Tourist 3000 zone district for retaining.<br><br>Proposed: Per sheets C1.0 and L2.0/L3.0, boulder retaining walls are proposed along the rear and side property lines to manage grade. The height of the retaining on the eastern side property line varies between 1-4 feet in height. The retaining proposed along the eastern property line is located more than 30 feet from the front lot line<br>but is located within one foot of the property line (see condition #16). The western property line contains retaining that varies from 1-4 feet with the highest retaining toward the rear property line. The rear of the property includes retaining that varies from 4-6 feet with 7<br>ft retaining adjacent to the garbage and snow vault area. There is no |

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| | | | | maximum height limit in the Tourist 3000 zone district for retaining. As shown on sheet L4.0, all retaining walls are to be constructed with natural boulders and have plantings in between grade changes to soften the appearance. |
| X | | | 17.132.030 | Exterior Lighting |
| | | | Findings | Required: All exterior lighting shall meet dark sky requirements including:<br>• Maximum color temperature of 2700 Kelvins<br>• Fixtures must be dark sky compliant and meet the definition of full cutoff fixture<br>• Zero foot candles measured along all property lines<br><br>Proposed: Per Sheets E0.10, E0.11, and E0.12<br>• The development shows zero-foot candles at all property lines<br>• All proposed fixtures are full cut-off fixtures<br>• All fixtures are factory equipped for 2700 Kelvins, see condition of approval #15 |

## FINDINGS REGARDING COMPLIANCE WITH DESIGN REVIEW STANDARDS

| 17.96.060.A.1 - Streets | Conformance |
|---|---|
| *The applicant shall be responsible for all costs associated with providing a connection from an existing City street to their development.* | YES<br>Condition #6 |
| **Finding:** The proposed development accesses directly off of Ritchie Dr via a private road for the majority of the units, except the two units contained within Building 2. The two units in building two are access with private driveways directly off of Ritchie Dr. The City Engineer has conducted a review of the development plans and believes the proposed right-of-way improvements comply with city standards. The applicant shall submit final civil drawings prepared by an engineer registered in the State of Idaho that provide specifications for all right-of-way improvements, including sidewalks, alley asphalt, streetlights, utilities, and drainage facilities, for review and approval by the City Engineer, Streets Department, Utilities Department, and Planning Department prior to issuance of a building permit for the project pursuant to condition of approval #6. The developer is responsible for the cost of all improvements related to the development. No funds are supplied by the city for the development. | |

| 17.96.060.A.2 - Streets | Conformance |
|---|---|
| *All street designs shall be approved by the City Engineer.* | YES<br>Condition #6 |
| **Finding**: As noted above, the development proposes a private street to access the development. The city engineer and the fire department have reviewed the proposed street layout and dimensions and have confirmed that the road is adequate to serve the residences and provide adequate access for fire and emergency vehicles. Final civil drawings for all associated right-of-way improvements shall be submitted with the building permit application to be verified, reviewed, and approved by the City Engineer and Streets Department. Final | |

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| review of all right-of-way improvements will be completed prior to issuance of a building permit for the project pursuant to condition of approval #6. |

| 17.96.060.B.1 - Sidewalks | Conformance |
|---|---|
| *All projects under subsection 17.96.010.A of this chapter that qualify as a "substantial improvement" shall install sidewalks as required by the Public Works Department.* | YES |
| **Finding**: Ketchum Municipal Code 17.124.140 outlines the zone districts where sidewalks are required when substantial improvements are made, which include the CC, all tourist zone districts, and all light industrial districts. As the project is within the T zone district, sidewalks are required and included in the development plans. Pursuant to KMC Section 12.04.030.M.6 the applicant has proposed to install a new 7-foot-wide sidewalk along Ritchie Dr. | |

| 17.96.060.B.2 - Sidewalks | Conformance |
|---|---|
| *Sidewalk width shall conform to the City's right-of-way standards, however the City Engineer may reduce or increase the sidewalk width and design standard requirements at their discretion.* | YES |
| **Finding**: The applicant has proposed installing a new 7-foot-wide, concrete sidewalk along Ritchie Dr. The City Engineer and Streets Department have conducted a review of the development plans and believe the proposed right-of-way improvements comply with city standards. No waiver for sidewalk width was approved by the city engineer. | |

| 17.96.060.B.3 - Sidewalks | Conformance |
|---|---|
| *Sidewalks may be waived if one of the following criteria is met:*<br><br>*a) The project comprises an addition of less than 250 square feet of conditioned space.*<br>b) *The City Engineer finds that sidewalks are not necessary because of existing geographic limitations, pedestrian traffic on the street does not warrant a sidewalk, or if a sidewalk would not be beneficial to the general welfare and safety of the public.* | N/A |
| **Finding**: N/A. Sidewalks are required for the project. The applicant has not requested, nor has the City Engineer granted, a waiver to the sidewalk requirement for the project. | |

| 17.96.060.B.4 - Sidewalks | Conformance |
|---|---|
| *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.* | YES |
| **Finding**: The proposed sidewalk improvements are equal to the length of the subject property's frontage along Ritchie Dr as shown on Sheet C1.00 of the development plans. | |

| 17.96.060.B.5 – Sidewalks | Conformance |
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|---|---|
| *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.* | YES |
| **Finding**: Sidewalks adjacent to the subject property do not exist but are planned. To the north are the Warm Springs Vilas Condos, with the Sawtooth Condos to the south along Ritchie Dr. Neither condominium complexes have sidewalks, however, sidewalk improvements are included in the city's sidewalk plan for future construction by the city. Sidewalks do exist on the south side of Ritchie Dr between the subject property and Jane Lane. In addition, as shown on Sheet C1.00, individual walkways are planned for each unit along Ritchie Dr and from the private road to each unit. | |

| 17.96.060.B.6 - Sidewalks | Conformance |
|---|---|
| *The City may approve and accept voluntary cash contributions in lieu of the above described improvements, which contributions must be segregated by the City and not used for any purpose other than the provision of these improvements. The contribution amount shall be 110 percent of the estimated costs of concrete sidewalk and drainage improvements provided by a qualified contractor, plus associated engineering costs, as approved by the City Engineer. Any approved in lieu contribution shall be paid before the City issues a certificate of occupancy.* | N/A |
| **Finding**: N/A. The applicant has not requested relief from the requirement to construct sidewalks nor has the city granted any such request. | |

| 17.96.060.C.1 - Drainage | Conformance |
|---|---|
| *All stormwater shall be retained on site.* | YES<br>Condition #6 |
| **Finding**:<br>As shown on Sheet C1.00, all stormwater from development surfaces are collected within a series of catch basins and drywells contained on the subject property. The private road is designed to ensure that all surface water from the road drains to catch basins into two on-site drywells. Additionally, there is a catch basin and drywell within the city right-of-way to manage drainage from the sidewalk and street.<br><br>Pursuant to condition of approval #6, the applicant shall submit final civil drawings prepared by an engineer registered in the State of Idaho that provide specifications for all drainage improvements, for review and approval by the City Engineer and Streets Department prior to issuance of a building permit for the project. | |

| 17.96.060.C.2 - Drainage | Conformance |
|---|---|
| *Drainage improvements constructed shall be equal to the length of the subject property lines adjacent to any public street or private street.* | YES<br>Condition #6 |
| **Finding**: As shown on Sheet C1.00, the project proposes to construct drainage improvements along the length of the subject property, including curb and gutter, along Ritchie Dr. In | |

addition, drainage facilities are accounted for along the private road internal to the development. All drainage improvements are required to be constructed to comply with city standards. Pursuant to condition of approval #6, the applicant shall submit final civil drawings prepared by an engineer registered in the State of Idaho that provide specifications for all drainage improvements, for review and approval by the City Engineer and Streets Department prior to issuance of a building permit for the project.

| 17.96.060.C.3 - Drainage | Conformance |
|---|---|
| *The City Engineer may require additional drainage improvements as necessary, depending on the unique characteristics of a site.* | YES<br>Condition #6 |
| **Finding**: The City Engineer has reviewed the preliminary drainage plans and determined that the proposed improvements are sufficient, however, a final review of all drainage improvements will be conducted during the building permit review stage. The City Engineer may require additional documentation to verify drainage improvement adequacy at that time. Pursuant to condition of approval #6, the applicant shall submit final civil drawings prepared by an engineer registered in the State of Idaho that provide specifications for all drainage improvements, for review and approval by the City Engineer and Streets Department prior to issuance of a building permit for the project. | |

| 17.96.060.C.4 - Drainage | Conformance |
|---|---|
| *Drainage facilities shall be constructed per City standards.* | YES<br>Condition #6 |
| **Finding**:<br>The City Engineer and Streets Department have conducted a review of the project plans and believe the proposed right-of-way improvements comply with city standards. Pursuant to condition of approval #6, the applicant shall submit final civil drawings prepared by an engineer registered in the State of Idaho that provide specifications for all drainage improvements, for review and approval by the City Engineer and Streets Department prior to issuance of a building permit for the project. | |

| 17.96.060.D.1 - Utilities | Conformance |
|---|---|
| *All utilities necessary for the development shall be improved and installed at the sole expense of the applicant.* | YES |
| **Finding**: All project costs associated with the development, including the installation of utilities, are the responsibility of the applicant. The applicant has not made requests for funding to the city for utility improvements. No funds have been provided by the city for the development. | |

| 17.96.060.D.2 - Utilities | Conformance |
|---|---|
| *Utilities shall be located underground and utility, power, and communication lines within the development site shall be concealed from public view.* | YES<br>Condition #11 |

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| **Finding**: The civil and landscape plans both show proposed locations of transformers to serve the development. Multiple transformers are necessary to serve all 12 units. Per the letter from Idaho Power dated May 17, 2024, the final location of the transformers has not been finalized until further analysis by Idaho Power is conducted. The letter does state that the proposed locations are acceptable, and all may not be needed. Condition of approval #11 states that the development shall utilize internal transformer locations for the development first and that street facing transformers shall only be utilized if no other alternative is feasible. All transformers shall be adequately screened from public view and final screening proposals shall be reviewed and approved by the Planning Department prior to installation. |

| 17.96.060.D.3 - Utilities | Conformance |
|---|---|
| *When extension of utilities is necessary all developers will be required to pay for and install two-inch SDR11 fiber optical conduit. The placement and construction of the fiber optical conduit shall be done in accordance with City of Ketchum standards and at the discretion of the City Engineer.* | YES Condition #13 |
| **Finding**: At the time of this application, it has not been determined if fiber optic services exist adjacent to the subject property. Condition of approval #13 states that prior to building permit submittal, the applicant shall investigate the existence of fiber optic conduit. If none is found, the civil plans shall be revised to reflect the addition of fiber optic conduit along the subject property. | |

| 17.96.060.E.1 – Compatibility of Design | Conformance |
|---|---|
| *The project's materials, colors and signing shall be complementary with the townscape, surrounding neighborhoods and adjoining structures.* | YES |
| **Finding**: The materials palette is shown on Sheet A-500. All buildings are proposed to have the same material and color palette including a stone base, warm brown wood siding and beams for facia and accents, and darker wood and metal accents for the roof, windows, and trim. The Warm Springs Base Area neighborhood consists of multi-family developments featuring warm brown of varying shades on wood siding being the predominant material. Developments adjacent to the proposed development have varying degrees of darkness in the brown they feature. Some developments include stone as an accent material in contrast to the predominant material of brown wood. The tone of the wood with the stone accent proposed for the development is complementary with the townscape, surrounding neighborhood and adjoining structures. | |

| 17.96.060.E.2 – Compatibility of Design | Conformance |
|---|---|
| *Preservation of significant landmarks shall be encouraged and protected, where applicable. A significant landmark is one which gives historical and/or cultural importance to the neighborhood and/or community.* | N/A |
| **Finding**: The subject property is vacant and does not contain a historical or cultural landmark on the city of Ketchum's Historical Building/Site List, therefore this standard does not apply. | |

| 17.96.060.E.3 – Compatibility of Design | Conformance |
|---|---|
| *Additions to existing buildings, built prior to 1940, shall be complementary in design and use similar material and finishes of the building being added to.* | N/A |
| **Finding**: N/A. The subject property is vacant. | |

| 17.96.060.F.1 – Architectural | Conformance |
|---|---|
| *Building(s) shall provide unobstructed pedestrian access to the nearest sidewalk and the entryway shall be clearly defined.* | YES |
| **Finding**: As noted above, all buildings have access to the new 7-foot sidewalk along Ritchie Dr from individual walkways, driveways, or the private road. Each residential unit has a separate front door entrance from the garage that is oriented to the street. | |

| 17.96.060.F.2 – Architectural | Conformance |
|---|---|
| *The building character shall be clearly defined by the use of architectural features.* | YES |
| **Finding**: The building character is consistent with many other multi-family condominium buildings in the neighborhood which include architectural features such as pitched roofs with exposed beam rafters, decks/windows that project and recess from the building façade, window detailing, and individual unit entrances, and material differentiation. | |

| 17.96.060.F.3 – Architectural | Conformance |
|---|---|
| *There shall be continuity of materials, colors and signing within the project.* | YES |
| **Finding**: No signage is proposed with the development aside from addressing. The materials palette is shown on Sheet A-500. All buildings are proposed to have the same material and color palette including a stone base, warm brown wood siding and beams for facia and accents, and darker wood and metal accents for the roof, windows, and trim. The materials and color palette are continuous throughout the development. | |

| 17.96.060.F.4 – Architectural | Conformance |
|---|---|
| *Accessory structures, fences, walls and landscape features within the project shall match or complement the principal building.* | YES |
| **Finding**: The development proposes a perimeter fence along three sides of the subject property. Fence materials and details are shown on Sheet A-005. The fencing material is a wood slat that matches the wood siding proposed on the buildings with metal structure that matches the metal detailing color of the windows/trim. The development also proposes natural boulder retaining walls with plantings along the rear property line to manage grade changes. Natural boulder walls are complementary to the building and the overall landscape plan for the development. | |

| 17.96.060.F.5 – Architectural | Conformance |
|---|---|
| *Building walls shall provide undulation/relief, thus reducing the appearance of bulk and flatness.* | YES |

Finding: There are six buildings within the proposed development, each one with certain aspects of the building visible from public vantage points. Elevations of the buildings are included in Sheets A-300 through A-306. Perspectives from the street are provided on Sheets A-500 through A-505. All buildings have pitched roofs with modest overhangs that do not extend past the cantilevered decks below. The roof detailing also includes exposed beams which is a common architectural feature in the area that softens any sharpness created by the roof overhang. The cantilevered decks, although repetitive along the façades, occur at a separation that accentuates the individual units. The glazing of the second floor is appropriate for the scale of the façade. There are recessions on the ground floor for entrances which also create interest at the street level. The initial proposal for the project included four buildings instead of six, two of which were very long stretching more than 100 feet in length. The Commission did not believe the two longer buildings to provide enough undulation and relief to break up the bulk of the structures and requested the applicant evaluate breaking the buildings from one large structure into two smaller ones.

The applicant revised the plans to break the two larger buildings into smaller structures. The Commission finds that the separation of the buildings adds a dimension to the project by providing a view corridor between buildings to the rest of the development and adequately breaks the façade of the previous large buildings. The building code requires a minimum five-foot separation between structures; however, the applicant proposes 10 feet of separation between buildings. The Commission finds that the proposed 10+ foot separation of structures allows for a clear and distinct separation, shadow casting on adjacent structures, and a clear break in the roof lines. The building separation also creates the appearance that the buildings are staggered when viewed from certain angles.

Therefore, the Commission finds that the proposed design adequately reduces the appearance of bulk and flatness by providing relief between the structures.

| 17.96.060.F.6 – Architectural | Conformance |
|---|---|
| *Building(s) shall orient toward their primary street frontage.* | YES |

Finding: The development has street frontage along Ritchie Dr. and internal along the private road. For buildings 1 and 2 that front Ritchie, the buildings are designed with front door entrances directly from the street with individual walkways from the pedestrian sidewalk to the front doors. Similar treatments are proposed with Buildings 3 and 4 that front the internal private road. The buildings are designed with front door entrances from the street, in addition to garage entrances. Additionally, outdoor spaces such as decks and patios are oriented toward Ritchie Dr and the private road.

| 17.96.060.F.7 – Architectural | Conformance |
|---|---|
| *Garbage storage areas and satellite receivers shall be screened from public view and located off alleys.* | YES |

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| **Finding**: The subject property is not accessed by an alley. However, as shown on the development plans, there is a consolidated dumpster that serves all 12 units. The garbage dumpster is enclosed and located at the rear of the property between buildings 3 and 4. Details of the garbage enclosure can be found on Sheets A-005. No satellite receivers are proposed. |

| 17.96.060.F.8 – Architectural | Conformance |
|---|---|
| *Building design shall include weather protection which prevents water to drip or snow to slide on areas where pedestrians gather and circulate or onto adjacent properties.* | YES |
| **Finding**: Sheet A-104 of the development plans shows the roof plan for the development. As shown, two rows of snow fencing is called for on all roofs with gutters and downspouts at all roof eaves to manage roof drainage. None of the roofs or projected decks overhang onto sidewalks where pedestrians gather and setback requirements are adequate for the accumulation of snow if and when roofs need to be cleared during the winter. | |

| 17.96.060.G.1 – Circulation Design | Conformance |
|---|---|
| *Pedestrian, equestrian and bicycle access shall be located to connect with existing and anticipated easements and pathways.* | YES |
| **Finding**: There are no equestrian access points or trail easements adjacent to the property. The Warm Springs regional bike path is accessed by taking Ritchie Dr. to Skiway Dr and on to Warm Springs Rd. As noted above, there are no pedestrian sidewalks to the north or south constructed. However, these improvements are planned for in the city's sidewalk plan and there is a sidewalk that exists on the south side of Ritchie Dr between the subject property and Jane Lane. | |

| 17.96.060.G.2 – Circulation Design | Conformance |
|---|---|
| *Awnings extending over public sidewalks shall extend five feet or more across the public sidewalk but shall not extend within two feet of parking or travel lanes within the right-of-way.* | N/A |
| **Finding**: N/A. No awnings are proposed to extend over the property line. | |

| 17.96.060.G.3 – Circulation Design | Conformance |
|---|---|
| *Traffic shall flow safely within the project and onto adjacent streets. Traffic includes vehicle, bicycle, pedestrian and equestrian use. Consideration shall be given to adequate sight distances and proper signage.* | YES |
| **Finding**: Access to the project is provided along Ritchie Dr for vehicles, bicycles, and pedestrians. Vehicular access onto Ritchie Dr. is consolidated on the private road and two private driveways. Front setbacks allow for adequate site distance for vehicles and bicycles exiting the development from the private road. Pedestrians walking to the Warm Springs base area will cross Ritchie Dr. to the south side to access sidewalks into the base area. | |

| 17.96.060.G.4 – Circulation Design | Conformance |
|---|---|
| *Curb cuts and driveway entrances shall be no closer than 20 feet to the nearest intersection of two or more streets, as measured along the property line adjacent to the right-of-way. Due to site conditions or current/projected traffic levels or speed, the City Engineer may increase the minimum distance requirements.* | YES |
| **Finding**: The city engineer reviewed the driveway entrances in relationship to the private road access to the overall development and determined that the 20 feet minimum distance does not apply as the private road functions more like a private driveway with access to only this development, rather than a residential street which serves residences along the street and through traffic from other origins and destinations. Because parking is not permitted within the driveways, site visibility requirements are met and congestion concerns do not exist due to traffic volumes on Ritchie Dr. | |

| 17.96.060.G.5 – Circulation Design | Conformance |
|---|---|
| *Unobstructed access shall be provided for emergency vehicles, snowplows, garbage trucks and similar service vehicles to all necessary locations within the proposed project.* | YES Condition #12 |
| **Finding**: Unobstructed access for emergency vehicles, snowplows, garbage trucks, and similar service vehicles is provided to the project from Ritchie Dr and the private road serving the development. The private road and driveways are snow melted to ensure adequate access during winter months. Condition of approval #12 addresses snow removal in the grass-crete areas to ensure that access for fire and emergency services remain unobstructed during winter months. | |

| 17.96.060.H.1 – Snow Storage | Conformance |
|---|---|
| *Snow storage areas shall not be less than 30 percent of the improved parking and pedestrian circulation areas.* | YES Condition #12 |
| **Finding**: As shown in the snowmelt diagram on Sheet A-004. The private road, driveways, and walkways are proposed to be snow melted. Therefore, no snow storage is required for those elements. There is 638 SF of grass-crete, or grass block and gravel that is required space for fire and emergency service vehicles. This area will remain open and unobstructed during the summer months, however, the grass-crete area is not snow-melted. The development proposes to hand shovel those areas to ensure they remain unobstructed. The snow storage areas for this snow is shown as being landscaped with trees and shrubs. Due to the size of the grass-crete areas, the proposed snow storage should be adequate. Condition of approval #12 states that the grass-crete areas shall remain clear of snow at all times. In the event snow cannot be accommodated by designated snow storage areas, snow shall be hauled off site to ensure unobstructed access for fire and emergency vehicles. | |

| 17.96.060.H.2 – Snow Storage | Conformance |
|---|---|
| *Snow storage areas shall be provided on site.* | YES |

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| | Condition #12 |
| **Finding**: On-site snow storage areas are designated on Sheet A-004. Should the snow storage areas prove to be inadequate during large snow years, snow shall be hauled off-site per condition of approval #12. | |

| 17.96.060.H.3 – Snow Storage | Conformance |
|---|---|
| *A designated snow storage area shall not have any dimension less than five feet and shall be a minimum of 25 square feet.* | YES |
| **Finding**: As shown on Sheet A-004, the smallest snow storage area is 7.5 ft x 7.5 ft (56 square feet). All other snow storage areas are larger in size. All snow storage areas meet the minimum requirements of this standard. | |

| 17.96.060.H.4 – Snow Storage | Conformance |
|---|---|
| *In lieu of providing snow storage areas, snowmelt and hauling of snow may be allowed.* | YES<br>Condition #12 |
| **Finding**: As noted above, all areas are proposed to be snow melted except the grass-crete areas. Per condition of approval #12, snow shall be hauled off-site if proposed snow storage areas are inadequate. | |

| 17.96.060.I.1 – Landscaping | Conformance |
|---|---|
| *Landscaping is required for all projects.* | YES<br>Condition #7 |
| **Finding**: The development project has a comprehensive landscape plan proposed with internal and external landscaping. See Sheets L3.0, L3.2, L4.0 for the landscape plan, planting plan, and sample species. The landscape plan has not been updated to reflect the revised design of six buildings with the landscaped area in between. Condition of approval #7 notes that the landscape plan shall be revised prior to building permit application. | |

| 17.96.060.I.2 – Landscaping | Conformance |
|---|---|
| *Landscape materials and vegetation types specified shall be readily adaptable to a site's microclimate, soil conditions, orientation and aspect, and shall serve to enhance and complement the neighborhood and townscape.* | YES |
| **Finding**: The landscape plan for the development implements many species and planting patterns consistent with the neighborhood. The Warm Springs Base Area is known for having large mature deciduous and evergreen trees fronting streets with attached and detached sidewalks. The proposed plan includes an attached sidewalk with individual walkways leading to each front facing residential unit along Ritchie Dr. Landscaping along Ritchie includes a mix of evergreen (fir and pine) and deciduous (flowering crab) trees covering a variety of species and sizes of shrubs. Proposed landscaping is well placed to create aesthetic appeal from the street and buffer the development from surrounding properties. Public comments received during the Pre-Application Design Review meeting resulted in a request by the Commission to reduce the size of landscaping along the rear of the property. The proposed landscape plan is | |

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| predominantly shrubs with a few sparse trees. All proposed species are readily adaptable to the Ketchum climate and are found throughout the Warm Springs Base Area. |

| 17.96.060.I.3 – Landscaping | Conformance |
|---|---|
| *All trees, shrubs, grasses and perennials shall be drought tolerant. Native species are recommended but not required.* | YES<br>Condition #8 and 9 |
| Finding: The planting plan proposed for the development includes general species labels of moderately and somewhat drought tolerant species. The areas between the buildings will get sun exposure at certain times of the day and during certain times of the year. However, plant species selection will need to include drought tolerant and very hardy species to endure longer periods of shade. Commission finds that the areas between the buildings provide an opportunity for placement of mechanical equipment rather than concentrating mechanical equipment to the perimeter of the property. Staff recommends the following conditions of approval to address how the space in between the buildings should be treated:<br>• The landscape plan shall be revised to reflect the updated building layout and landscape treatments proposed for the space between the structures. Additional shrubs and trees shall be provided at the ends of each of the spaces to maximize sun exposure. Ground cover may include the use of limited rock or wood mulch but shall include grasses at each end of the spaces to smoothly transition to the rest of the landscaped areas.<br>• The applicant shall evaluate opportunities to locate ground mounted mechanical systems between buildings where feasible to minimize the placement of mechanical systems on the perimeter of the property. | |

| 17.96.060.I.4 – Landscaping | Conformance |
|---|---|
| *Landscaping shall provide a substantial buffer between land uses, including, but not limited to, structures, streets and parking lots. The development of landscaped public courtyards, including trees and shrubs where appropriate, shall be encouraged.* | YES |
| Finding: As noted above, the proposed plan includes an attached sidewalk with individual walkways leading to each front facing residential unit along Ritchie Dr. Landscaping along Ritchie includes a mix of evergreen (fir and pine) and deciduous (flowering crab) trees covering a variety of species and sizes of shrubs. Proposed landscaping is well placed to create aesthetic appeal from the street and buffer the development from surrounding properties. Public comments received during the Pre-Application Design Review meeting resulted in a request by the Commission to reduce the size of landscaping along the rear of the property. The proposed landscape plan is predominantly shrubs with a few sparse trees. Public courtyards are not included in the development as the interior of the development is accessible by a private road, not public. However, there are small pockets of programmed landscaping between buildings. | |

| 17.96.060.J.1 – Public Amenities | Conformance |
|---|---|
| *Where sidewalks are required, pedestrian amenities shall be installed. Amenities may include, but are not limited to, benches and other seating, kiosks, bus shelters, trash receptacles, restrooms, fountains, art, etc. All public* | YES |

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|---|---|
| *amenities shall receive approval from the Public Works Department prior to design review approval from the Commission.* | |
| Finding: Sidewalks are required for the development; however, public amenities are not necessary for the development as the development is not located near the base area or along a frequently traveled pedestrian pathway that would warrant the addition of benches, trash receptacles, kiosks or bus shelters. In addition, there are no bus stops adjacent to the development. Should the city choose to install public amenities in the future as part of the comprehensive sidewalk plan, the 7-foot sidewalk would have some space for certain improvements. | |

| 17.96.060.K.1 – Underground Encroachments | Conformance |
|---|---|
| *Encroachments of below grade structures into required setbacks are subject to subsection 17.128.020.K of this title and shall not conflict with any applicable easements, existing underground structures, sensitive ecological areas, soil stability, drainage, other sections of this Code or other regulating codes such as adopted International Code Council Codes, or other site features concerning health, safety, and welfare.* | YES |
| Finding: The development plans include one below grade encroachment, the snow melt vault on the north end of the property adjacent to the garbage enclosure. As shown on Sheet A-003, the enclosure is within the rear setback of the development. As shown on Sheet A-005, the portion of the vault within the setback is completed below grade. The landscape plan on Sheet L3.0 shows the minimum depth of soil for landscape cover of the vault. The below grade encroachment meets the requirements outlined in KMC 17.128.020.K as there is no riparian setback, the construction does not encroach onto adjacent properties, there are no conflicting easements or sensitive areas, and it is located completely below grade. Finally, the below grade encroachment is located deep enough to allow for landscaping above the encroachment that is consistent and compatible with the rest of the development's proposed landscaping. The city engineer has reviewed the below grade encroachment and verified that there are no impediments to proper drainage with the encroachment. The snow melt vault does have a portion that is open air with ladder access to the boiler room. The development proposed to snow melt the floor of the vault to ensure proper drainage and to maintain adequate access to the system during winter months. | |

| 17.96.060.K.2 – Underground Encroachments | Conformance |
|---|---|
| *No below grade structure shall be permitted to encroach into the riparian setback.* | N/A |
| Finding: N/A. The subject property is not adjacent to a river or other water body, therefore no riparian setback exists. | |

## CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation established in accordance with Article XII of the Constitution of the State of Idaho and Title 50 Idaho Code and is required and has exercised its authority pursuant to the Local Land Use Planning Act codified at Chapter 65 of Title 67 Idaho Code and pursuant to Chapters 3, 9 and 13 of Title 50 Idaho Code to enact the ordinances and regulations, which ordinances are codified in the Ketchum Municipal Code ("KMC") and are

identified in the Findings of Fact and which are herein restated as Conclusions of Law by this reference and which City Ordinances govern the applicant's Design Review application for the development and use of the project site.

2. The Commission has authority to hear the applicant's Design Review Application pursuant to Chapter 17.96 of Ketchum Municipal Code Title 17.

3. The City of Ketchum Planning Department provided notice for the review of this application in accordance with Ketchum Municipal Code §17.96.080.

4. The Design Review application is governed under Ketchum Municipal Code Chapters 17.96, 17.124, 17.08, 17.12, 17.18, and 17.128.

5. The Design Review Application File No. P24-063 meets all applicable standards specified in Title 17 of Ketchum Municipal Code.

## DECISION

**THEREFORE,** the Ketchum Planning and Zoning Commission **approves** this Design Review Application File No. P24-063 this Tuesday, January 20, 2026 subject to the following conditions of approval.

## CONDITIONS OF APPROVAL

1. The term of Design Review approval shall be twelve (12) months from the date that the Findings of Fact, Conclusions of Law, and Decision are adopted by the Planning and Zoning Commission or upon appeal, the date the approval is granted by the Council. Extensions may be granted per KMC 17.96.090.B.
2. This Design Review approval is based on the plans dated December 9, 2025 included as Exhibit A, and the information presented and approved at the September 9, 2025, October 14, 2025, and December 9, 2025 Planning and Zoning Commission meetings. The building permit plans must conform to the approved Design Review plans unless otherwise approved in writing by the Planning and Zoning Commission or Administrator. Any building or site discrepancies which do not conform to the approved plans will be subject to removal.
3. As a voluntary contribution, in exchange for an increase in FAR pursuant to KMC 17.124.040, a total community housing contribution of 4,081 square feet is required. A FAR Exceedance Agreement between the applicant and the City to memorialize how the community housing contribution will be met shall be reviewed and approved by City Council, signed, and recorded prior to issuance of a building permit for the project.
4. For driveways less than 18 feet in length, "No Parking" signs shall be installed on or adjacent to every driveway prior to certificate of occupancy for each building.
5. At the time of building permit, the applicant shall submit revised exterior lighting and snowmelt design plans that reflect the revised site layout with six separate buildings for review and approval by the Planning Department.
6. At time of building permit, the applicant shall submit final civil drawings prepared by an engineer registered in the State of Idaho that provide specifications for all right-of-way improvements, including sidewalks, alley asphalt, streetlights, utilities, and drainage facilities, for final review and approval by the City Engineer, Streets Department, Utilities Department, and Planning Department. Revised civil plans shall reflect the updated building layout of six separate buildings.

7. Revised landscape plans that reflect the revised site layout with six separate buildings shall be provided for review and approval by the Planning Department prior to building permit issuance.
8. The landscape plan shall be revised to reflect the updated building layout and landscape treatments proposed for the space between the structures. Additional shrubs and trees shall be provided at the ends of each of the spaces to maximize sun exposure. Ground cover may include the use of limited rock or wood mulch but shall include grasses at each end of the spaces to smoothly transition to the rest of the landscaped areas.
9. The applicant shall evaluate opportunities to locate ground-mounted mechanical systems between buildings where it is feasible to minimize the placement of mechanical systems on the perimeter of the property.
10. Pursuant to KMC 17.125.060, the development shall provide a minimum of 6 bicycle racks, each serving two bicycles. The location and design shall be submitted, reviewed, and approved by the Planning Department prior to issuance of the first building permit.
11. The development shall utilize internal transformer locations for the development first. Street facing transformers shall only be utilized if no other alternative is feasible. All transformers shall be adequately screened from public view. Final transformer locations and screening proposals shall be reviewed and approved by the Planning Department prior to installation.
12. The grass-crete areas shall remain clear of snow at all times. In the event snow storage cannot be accommodated by designated snow storage areas, snow shall be hauled off site to always ensure unobstructed access for fire and emergency vehicles.
13. Prior to building permit submittal, the applicant shall investigate the existence of fiber optic conduit. If none is found, the civil plans shall be revised to reflect the addition of fiber optic conduit along the subject property.
14. A preliminary plat application shall be submitted prior to building permit issuance. If the development is to be constructed in multiple phases, the preliminary plat application must include a request for a phased development agreement per KMC 16.04.110.
15. All exterior light fixtures shall be at a maximum color temperature of 2700 Kelvins.
16. All boulder retaining walls shall be set back a minimum of one foot unless authorization from adjacent property owners is provided at the time of building permit application.
17. In addition to the requirements set forth in this Design Review approval, this project shall comply with all applicable local, state, and federal laws.

**Administrative Appeal Notice: Applicant has the opportunity, pursuant to Ketchum City Code 17.20.030(F) and 17.144, to administratively appeal this Decision to the City Council.**

**Regulatory Taking Analysis Notice: Applicant has the opportunity, pursuant to Idaho Code 67-8003, to submit a written request for a regulatory taking analysis of this Decision.**

Findings of Fact **adopted** this 20th day of January 2026.

R Carter

Chair
City of Ketchum
Planning and Zoning Commission

City of Ketchum

# ATTACHMENT A:

# Project Plans



# WARM SPRINGS TOWNHOMES

## DESIGN REVIEW APPLICATION / DECEMBER 9, 2025

**DESCRIPTION**
3-4 STORY MULTI-FAMILY RESIDENCE WITH 12 UNITS (4 BUILDINGS) WITH 23 INTERIOR, PRIVATE GARAGE PARKING SPACES. SCOPE OF WORK INCLUDES NEW CONSTRUCTION OF FOUNDATION, ERECTION OF STRUCTURE, CIVIL, LANDSCAPING, HARDSCAPING AND FINISHES.

**PROJECT ADDRESS**
108 / 110 RITCHIE DRIVE KETCHUM, ID 83340

**APPLICABLE CODES**
ALL CONSTRUCTION SHALL COMPLY WITH:
2018 INTERNATIONAL BUILDING CODE*
2018 INTERNATIONAL RESIDENTIAL CODE*
2018 INTERNATIONAL FIRE CODE WITH LOCAL AMENDMENTS*
2018 INTERNATIONAL ENERGY CONSERVATION CODE*
2018 INTERNATIONAL SWIMMING POOL AND SPA CODE
2018 INTERNATIONAL EXISTING BUILDING CODE
2018 INTERNATIONAL PROPERTY MAINTENANCE CODE
TITLE 15 KETCHUM MUNICIPAL CODE
APPENDIX M OF THE IBC AS AMENDED BY THE CITY OF KETCHUM
ALL APPLICABLE COUNTY ORDINANCES

*AS AMENDED BY THE IDAHO BUILDING CODE BOARD AND INCLUDING NOTED APPENDICES.

CONTRACTOR SHALL KEEP A COPY OF THE ABOVE CODE SECTIONS ON THE JOB SITE AT ALL TIMES.

JURISDICTIONAL AGENCY SHALL BE THE KETCHUM BUILDING DEPARTMENT.

**PROJECT DATA**

| | |
|---|---|
| LOT AREA: | 35,799 SF |
| ZONING DESIGNATION: | T-3000 (TOURIST ZONE) |
| OCCUPANCY: | MULTI-FAMILY (PRIVATE CONDOS) |
| CONSTRUCTION TYPE: | TYPE V |
| CLIMATE ZONE: | 6 |

1 NTS **PROJECT DESCRIPTION**

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DRAWINGS, CALCULATIONS, GOVERNMENTAL AGENCY APPROVALS AND FEES TO COMPLETE THIS WORK. CONTRACTORS/SUBCONTRACTORS SHALL SUBMIT MECHANICAL, ELECTRICAL, COMMUNICATIONS AND PLUMBING DRAWINGS TO RO ROCKETT DESIGN FOR PREVIEW OF DEVICE TYPES, LOCATIONS AND QUANTITIES, HVAC ZONING/THERMOSTAT LOCATIONS, ETC. PRIOR TO SUBMITTING FOR PERMIT AND CONSTRUCTION.

2. THESE DOCUMENTS ARE INTENDED TO INCLUDE ALL LABOR, MATERIALS, EQUIPMENT AND SERVICES REQUIRED TO COMPLETE ALL WORK DESCRIBED HEREIN. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO BRING TO THE ATTENTION OF THE ARCHITECT ANY CONDITIONS WHICH WILL NOT PERMIT CONSTRUCTION ACCORDING TO THE INTENTIONS OF THESE DOCUMENTS. IT IS THE RESPONSIBILITY OF THE ARCHITECT TO PROVIDE DETAILS AND/OR DIRECTIONS REGARDING DESIGN INTENT WHERE IT IS ALTERED BY EXISTING CONDITIONS OR WHERE NEGLECTED IN THE DOCUMENTS.

3. ANY MATERIALS PROPOSED FOR SUBSTITUTION OF THOSE SPECIFIED, OR CALLED OUT BY TRADE NAME, IN THESE DOCUMENTS SHALL BE PRESENTED TO THE ARCHITECT FOR REVIEW. THE CONTRACTOR SHALL SUBMIT SAMPLES WHEN REQUIRED BY THE ARCHITECT, AND ALL SUCH SAMPLES SHALL BE REVIEWED BY THE ARCHITECT BEFORE THE WORK IS PERFORMED. WORK MUST CONFORM TO THE REVIEWED SAMPLES. ANY WORK WHICH DOES NOT CONFORM SHALL BE REMOVED AND REPLACE WITH WORK WHICH CONFORMS AT THE CONTRACTOR'S EXPENSE. SUBCONTRACTORS SHALL SUBMIT REQUESTS AND SAMPLES FOR REVIEW THROUGH THE GENERAL CONTRACTOR WHEN WORK IS LET THROUGH HIM OR HER. REQUIRED VERIFICATIONS AND SUBMITTALS TO BE MADE IN ADEQUATE TIME AS NOT TO DELAY WORK IN PROGRESS.

4. SHOP DRAWINGS SHALL BE SUBMITTED TO THE ARCHITECT FOR HIS OR HER REVIEW WHERE CALLED FOR ANYWHERE IN THESE DOCUMENTS. REVIEW SHALL BE MADE BY THE ARCHITECT BEFORE WORK IS BEGUN, AND WORK SHALL CONFORM TO THE REVIEWED SHOP DRAWINGS, SUBJECT TO REPLACEMENT AS REQUIRED IN PARAGRAPH "E" ABOVE.

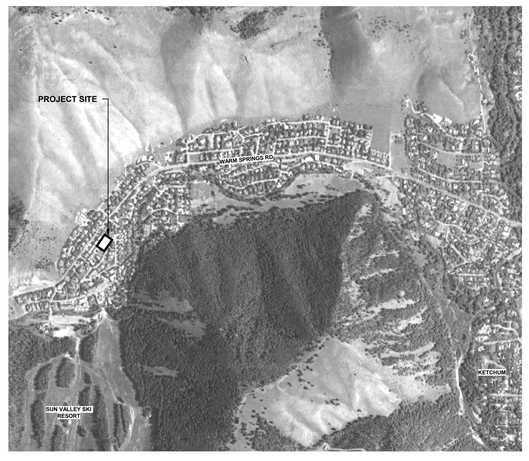
5. DO NOT SCALE DRAWINGS. CONTRACTOR SHALL VERIFY ALL DIMENSIONAL DISCREPANCIES WITH THE ARCHITECT.

6. CONTRACTOR SHALL VERIFY AND COORDINATE ALL OPENINGS THROUGH FLOORS, CEILINGS, AND WALLS WITH ALL ARCHITECTURAL, STRUCTURAL, MECHANICAL, PLUMBING AND ELECTRICAL DRAWINGS.

7. CONTRACTOR WILL ASSUME RESPONSIBILITY OF ITEMS REQUIRING COORDINATION AND RESOLUTION DURING THE BIDDING PROCESS.

8. BUILDING TO BE FULLY SPRINKLERED PER NFPA 13D. CONTRACTOR TO PROVIDE FIRE SPRINKLER SYSTEM DESIGN AND SHOP DRAWINGS TO COMFORM TO THESE STANDARDS.

3 NTS **PROJECT NOTES**




3 NTS **PROJECT LOCATION**

**WARM SPRINGS TOWNHOMES**
**KETCHUM, ID**

OWNER:
**108-110 RITCHIE LLC**
P.O. BOX 14001-174
KETCHUM, ID 83340
TEL: 603.801.0419

BUILDING ARCHITECT:
**RO | ROCKETT DESIGN**
1031 W. MANCHESTER BLVD. UNIT 6
INGLEWOOD, CA 90301
TEL: 213.784.0014

STRUCTURAL ENGINEER:
**ZFA STRUCTURAL ENGINEERS**
601 MONTGOMERY STREET SUITE 1450
SAN FRANCISCO, CA 94111
TEL: 415.243.4091

MECHANICAL, ELECTRICAL, PLUMBING ENGINEER:
**PROFICIENT ENGINEERING**
4704 HARLAN STREET SUITE 620
DENVER, CO 80212
TEL: 720.779.3556

CIVIL ENGINEER:
**GALENA BENCHMARK ASSOCIATES**
100 BELL DRIVE SUITE C
KETCHUM, ID 83340
TEL: 208.726.9512

LANDSCAPE ARCHITECT:
**EGGERS ASSOCIATES**
560 NORTH 2ND AVENUE
KETCHUM, ID 83340
TEL: 208.725.0988

| ISSUE | DESCRIPTION | DATE |
|---|---|---|
| 1 | DESIGN REVIEW APP | 25.09.09 |
| 2 | DESIGN REVIEW APP REV | 25.10.14 |
| 3 | DESIGN REVIEW APP REV | 25.12.09 |

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PROJECT:
**WARM SPRINGS TOWNHOMES**
**KETCHUM, ID**
108 & 110 RITCHIE DR.
KETCHUM, IDAHO

DRAWING TITLE:
COVER SHEET

SEAL:

PROJECT NUMBER
2305

DRAWING NUMBER:
**G-000**

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**AREA - GROSS**

| BLDG UNIT | AREA |
|---|---|
| 1A (GARAGE) | 498 SF |
| 1A (LEVEL 01) | 801 SF |
| 1A (LEVEL 02) | 1248 SF |
| 1A (LEVEL 03) | 1115 SF |
| | 3662 SF |
| 1B (GARAGE) | 498 SF |
| 1B (LEVEL 01) | 801 SF |
| 1B (LEVEL 02) | 1248 SF |
| 1B (LEVEL 03) | 1115 SF |
| | 3662 SF |
| 2A (GARAGE) | 498 SF |
| 2A (LEVEL 01) | 783 SF |
| 2A (LEVEL 02) | 1231 SF |
| 2A (LEVEL 03) | 1115 SF |
| | 3626 SF |
| 2B (GARAGE) | 436 SF |
| 2B (LEVEL 01) | 571 SF |
| 2B (LEVEL 02) | 999 SF |
| 2B (LEVEL 03) | 886 SF |
| | 2892 SF |
| 3A (GARAGE) | 572 SF |
| 3A (LEVEL 01) | 779 SF |
| 3A (LEVEL 02) | 1295 SF |
| 3A (LEVEL 03) | 1184 SF |
| | 3830 SF |
| 3B (GARAGE) | 572 SF |
| 3B (LEVEL 01) | 779 SF |
| 3B (LEVEL 02) | 1295 SF |
| 3B (LEVEL 03) | 1184 SF |
| | 3830 SF |
| 4A (GARAGE) | 422 SF |
| 4A (LEVEL 01) | 761 SF |
| 4A (LEVEL 02) | 1112 SF |
| 4A (LEVEL 03) | 888 SF |
| | 3183 SF |
| 4B (GARAGE) | 422 SF |
| 4B (LEVEL 01) | 703 SF |
| 4B (LEVEL 02) | 1054 SF |
| 4B (LEVEL 03) | 830 SF |
| | 3008 SF |
| 5A (GARAGE) | 390 SF |
| 5A (LEVEL 01) | 660 SF |
| 5A (LEVEL 02) | 929 SF |
| 5A (LEVEL 03) | 769 SF |
| | 2748 SF |
| 5B (GARAGE) | 296 SF |
| 5B (LEVEL 01) | 535 SF |
| 5B (LEVEL 02) | 780 SF |
| 5B (LEVEL 03) | 609 SF |
| | 2220 SF |
| 6A (GARAGE) | 475 SF |
| 6A (LEVEL 01) | 703 SF |
| 6A (LEVEL 02) | 1111 SF |
| 6A (LEVEL 03) | 859 SF |
| | 3148 SF |
| 6B (GARAGE) | 475 SF |
| 6B (LEVEL 01) | 703 SF |
| 6B (LEVEL 02) | 1112 SF |
| 6B (LEVEL 03) | 859 SF |
| | 3149 SF |
| TOTAL | 38957 SF |

1 | 1/8" = 1'-0" | **SITE PLAN - BUILDING INFORMATION AREAS**

# WARM SPRINGS TOWNHOMES KETCHUM, ID

OWNER:

**108-110 RITCHIE LLC**
P.O. BOX 14001-174
KETCHUM, ID 83340
TEL: 603.801.0419

BUILDING ARCHITECT:

**RO | ROCKETT DESIGN**
1031 W. MANCHESTER BLVD. UNIT 6
INGLEWOOD, CA 90301
TEL: 213.784.0014

STRUCTURAL ENGINEER:

**ZFA STRUCTURAL ENGINEERS**
601 MONTGOMERY STREET SUITE 1450
SAN FRANCISCO, CA 94111
TEL: 415.243.4091

MECHANICAL, ELECTRICAL, PLUMBING ENGINEER:

**PROFICIENT ENGINEERING**
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DENVER, CO 80212
TEL: 720.779.3556

CIVIL ENGINEER:

**GALENA BENCHMARK ASSOCIATES**
100 BELL DRIVE SUITE C
KETCHUM, ID 83340
TEL: 208.726.9512

LANDSCAPE ARCHITECT:

**EGGERS ASSOCIATES**
560 NORTH 2ND AVENUE
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TEL: 208.725.0988

| ISSUE | DESCRIPTION | DATE |
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| 1 | DESIGN REVIEW APP | 25.09.09 |
| 2 | DESIGN REVIEW APP REV | 25.10.14 |
| 3 | DESIGN REVIEW APP REV | 25.12.09 |

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PROJECT:
**WARM SPRINGS TOWNHOMES KETCHUM, ID**
108 & 110 RITCHIE DR.
KETCHUM, IDAHO

DRAWING TITLE:
SITE PLAN - BUILDING AREAS

SEAL:

PROJECT NUMBER
2305

DRAWING NUMBER:
**A-000**

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**ZONING**

T-3000 ZONING DISTRICT

FAR OF 1.6 MAX, WITH INCLUSIONARY HOUSING INCENTIVE

**SETBACKS**

FRONT: 15'-0"

SIDE: THE GREATER OF 1' FOR EVERY 3' OF BLDG HT, OR 5'

REAR: THE GREATER OF 1' FOR EVERY 3' OF BLDG HT, OR 5'

**THE PROPOSED DEVELOPMENT HAS A 15' SETBACK ALONG RITCHIE DRIVE, AND 11'-8" SIDE AND REAR AS REQUIRED BY 35'-0" BLDG HEIGHTS.**

**HEIGHT LIMIT**

FOR ROOF PITCHES 5:12 AND UNDER = 35'-0"

***CODE REQUIREMENT: PARKING***

***17.125.040 - OFF STREET PARKING AND LOADING CALCULATIONS***
*A. COMPUTATIONAL RULES. THE FOLLOWING RULES APPLY WHEN COMPUTING OFF STREET PARKING AND LOADING REQ.*
*3. AREA MEASUREMENTS.*
*-UNLESS OTHERWISE SPECIFICALLY NOTED, RESIDENTIAL PARKING REQUIREMENTS FOR ALL SQUARE FOOTAGE BASED PARKING AND LOADING STANDARDS SHALL BE COMPUTED ON THE INTERIOR SQUARE FOOTAGE OF EACH RESIDENTIAL UNIT, MEASURED BETWEEN THE INTERIOR WALLS OF THE UNIT.*

*B. OFF STREET PARKING MATRIX.*
*2. RESIDENTIAL MULTIP-FAMILY DWELLING WITHIN THE COMMUNITY CORE (CC) DISTRICT AND THE TOURIST (T), TOURIST 3000 (T-3000), AND TOURIST 4000 (T-4000)*
*-UNITS 751 SF TO 2,000 SF - 1 PARKING SPACE*
*-UNITS 2,001 SF AND ABOVE - 2 PARKING SPACES*

THE PROPOSED DEVELOPMENT INCLUDES 23 TOTAL INTERIOR PARKING SPACES.

-UNIT 1A NET SF = 4,061 SF (2 PARKING SPACES)
-UNIT 1B NET SF = 4,061 SF (2 PARKING SPACES)
-UNIT 2A NET SF = 3,998 SF (2 PARKING SPACES)
-UNIT 2B NET SF = 3,136 SF (2 PARKING SPACES)
-UNIT 3A NET SF = 4,237 SF (2 PARKING SPACES)
-UNIT 3B NET SF = 4,237 SF (2 PARKING SPACES)
-UNIT 4A NET SF = 2,514 SF (2 PARKING SPACES)
-UNIT 4B NET SF = 2,247 SF (2 PARKING SPACES)
-UNIT 5A NET SF = 2,160 SF (2 PARKING SPACES)
-UNIT 5B NET SF = 1,743 SF (1 PARKING SPACE)
-UNIT 6A NET SF = 2,412 SF (2 PARKING SPACES)
-UNIT 6B NET SF = 2,412 SF (2 PARKING SPACES)

***CODE REQUIREMENT: SIDEWALKS***

***12.04.030 DESIGN CRITERIA. M. SIDEWALKS, CURB AND GUTTER.***
*6. SIDEWALKS SHALL BE FIVE FEET WIDE, EXCEPT SPECIFICALLY AS FOLLOWS, IN ORDER TO ACCOMMODATE HEAVY PEDESTRIAN CIRCULATION: SUN VALLEY ROAD AND MAIN STREET WITHIN THE COMMUNITY CORE ZONING DISTRICT (CC), AS DEFINED IN TITLE 17 OF THIS CODE, SHALL BE EIGHT FEET IN WIDTH; AND SKYWAY DRIVE, LLOYD DRIVE, GATES ROAD, RITCHIE DRIVE AND HOWARD DRIVE SHALL BE DEVEN FEET IN WIDTH, UNLESS OTHERWISE REQUIRED OR APPROVED BY THE CITY COUNCIL.*

THE PROPOSED DEVELOPMENT INCLUDES A 7'-0" WIDE SIDEWALK ALONG THE LOT LINE THAT IS ADJACENT TO RITCHE DRIVE WITHIN THE R.O.W.

# WARM SPRINGS TOWNHOMES KETCHUM, ID


OWNER:

**108-110 RITCHIE LLC**
P.O. BOX 14001-174
KETCHUM, ID 83340
TEL: 603.801.0419

BUILDING ARCHITECT:

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| ISSUE | DESCRIPTION | DATE |
|---|---|---|
| 1 | DESIGN REVIEW APP | 25.09.09 |
| 2 | DESIGN REVIEW APP REV | 25.10.14 |


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PROJECT:
**WARM SPRINGS TOWNHOMES KETCHUM, ID**
108 & 110 RITCHIE DR.
KETCHUM, IDAHO

DRAWING TITLE:
SITE PLAN - BUILDING CODES

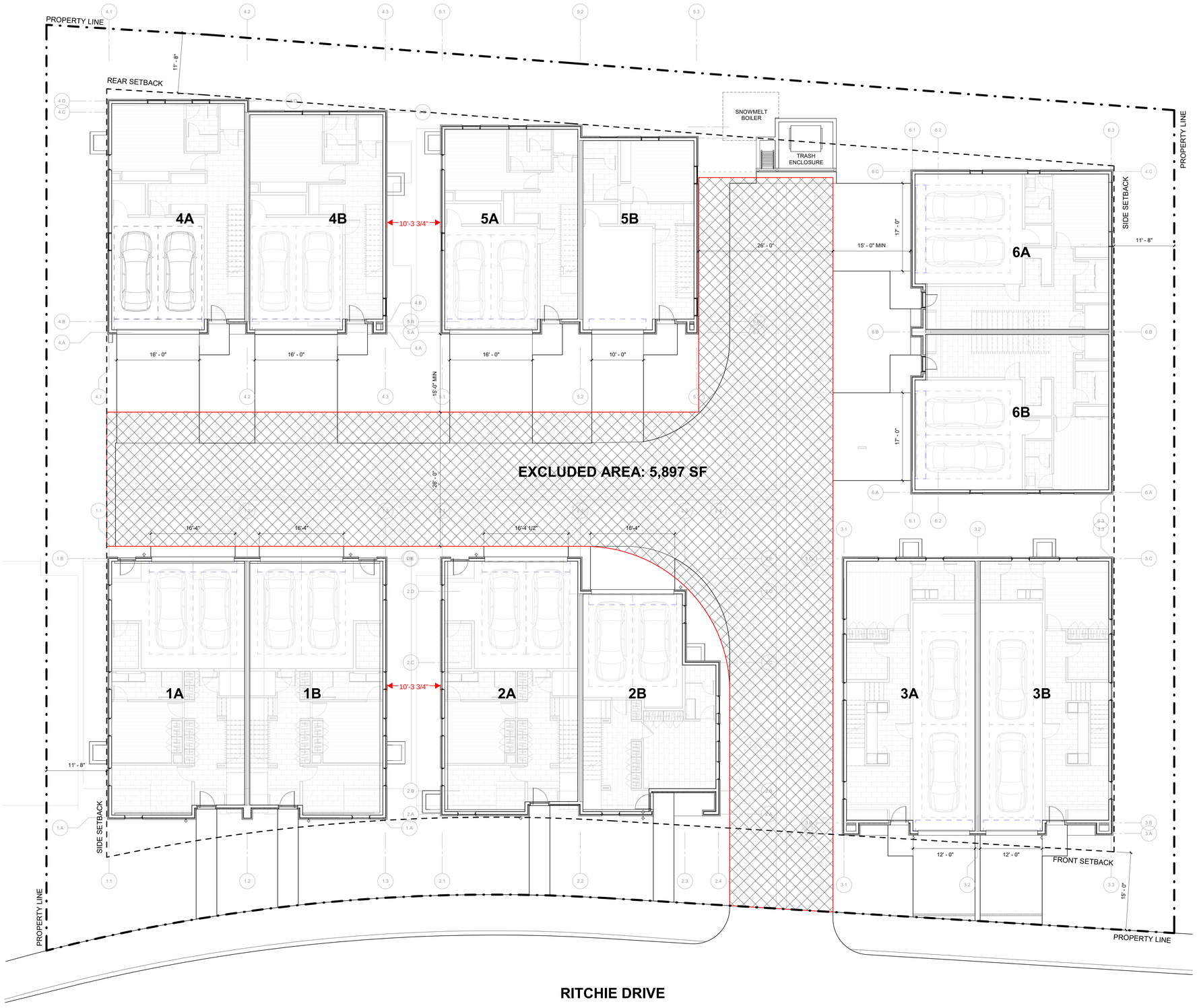
SEAL:

PROJECT NUMBER
2305

DRAWING NUMBER:
**A-001**

1 | 1/8" = 1'-0" | **SITE PLAN - BUILDING INFORMATION**

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**CODE REQUIREMENT: FAR**

***17.124.040 - FLOOR AREA RATIOS AND COMMUNITY HOUSING***
*A. GENERAL REQUIREMENTS. ALL NEW BUILDINGS AND ALTERNATIONS TO EXISTING BUILDINGS IN THE GR-H, T, T-3000, T-4000, AND CC ZONING DISTRICTS, UNLESS OTHERWISE SPECIFIED IN THIS TITLE, SHALL BE SUBJECT TO THE MAXIMUM FLOOR AREA RATIO (FAR) DESCRIBED BELOW.*

***T-3000 (TOURIST ZONE)***
*PERMITTED GROSS FAR: 0.5*
*INCLUSIONARY HOUSING INCENTIVE: 1.6*

***17.08.020 - TERMS DEFINED***
*FLOOR AREA RATIO OR FAR: THE PRODUCT OF THE FLOOR AREA DIVIDED BY THE LOT AREA (EXAMPLE: 2,750 SF FLOOR AREA / 5,500 SF LOT AREA = 0.5 FAR)*

*LOT AREA: THE AREA WITHIN THE BOUNDRIES OF A LOT, EXCLUSIVE OF ANY OF THE AREA CONTAINED WITHIN A PUBLIC OR PRIVATE STREET, ALLEY, FIRE LANE OR PRIVATE DRIVEWAY EASEMENT.*

THE PROPOSED DEVELOPMENT HAS A LOT AREA OF 35,799 SF, A PRIVATE STREET AND FIRE LANE EXCLUSIONARY AREA OF 5,897 SF AND A TOTAL GROSS BUILDING AREA OF 41,003 SF.

**TOTAL LOT AREA: 35,799 SF**

**TOTAL EXCLUDED AREA: 5,897 SF**

**REVISED LOT AREA: 29,902 SF**

**ALLOWABLE AREA (0.5): 14,951 SF**

**ALLOWABLE AREA (1.6): 47,843.20 SF**

**PROPOSED FLOOR AREA: 38,957.00 SF (FAR: 1.37 - *COMPLIANT*)**

**CODE REQUIREMENT: DENSITY**

***17.124.180 - MINIMUM RESIDENTIAL DENSITIES AND COMMERCIAL REQUIREMENTS***
*A. GENERAL REQUIREMENTS. NEW DEVELOPMENT PROJECTS OR EXPANSIONS OF EXISTING BUILDINGS THAT EXCEED A TOTAL FLOOR AREA RATIO OF 0.5 FAR IN THE T, T-3000, T-4000, AND GR-H ZONING DISTRICTS MUST PROVIDE A MINIMUM NUMBER OF RESIDENTIAL UNITS AS FOLLOWS:*

***T-3000 (TOURIST ZONE)***
*4 UNITS / 10,000 SF OF LOT AREA*

THE PROPOSED DEVELOPMENT IS REQUIRED TO HAVE A MINIMUM OF 12 UNITS.

**TOTAL LOT AREA: 35,799 SF**

**TOTAL EXCLUDED AREA: 5,897 SF**

**REVISED LOT AREA: 29,902 SF**

**29,902 SF / 10,000 SF = 2.9902**

**2.9902 X 4 UNITS = 12 UNITS (11.96)**

# WARM SPRINGS TOWNHOMES KETCHUM, ID

OWNER:

**108-110 RITCHIE LLC**
P.O. BOX 14001-174
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TEL: 603.801.0419

BUILDING ARCHITECT:

**RO | ROCKETT DESIGN**
1031 W. MANCHESTER BLVD. UNIT 6
INGLEWOOD, CA 90301
TEL: 213.784.0014

STRUCTURAL ENGINEER:

**ZFA STRUCTURAL ENGINEERS**
601 MONTGOMERY STREET SUITE 1450
SAN FRANCISCO, CA 94111
TEL: 415.243.4091

MECHANICAL, ELECTRICAL, PLUMBING ENGINEER:

**PROFICIENT ENGINEERING**
4704 HARLAN STREET SUITE 620
DENVER, CO 80212
TEL: 720.779.3556

CIVIL ENGINEER:

**GALENA BENCHMARK ASSOCIATES**
100 BELL DRIVE SUITE C
KETCHUM, ID 83340
TEL: 208.726.9512

LANDSCAPE ARCHITECT:

**EGGERS ASSOCIATES**
560 NORTH 2ND AVENUE
KETCHUM, ID 83340
TEL: 208.725.0988

| ISSUE | DESCRIPTION | DATE |
|---|---|---|
| 1 | DESIGN REVIEW APP | 25.09.09 |
| 2 | DESIGN REVIEW APP REV | 25.10.14 |

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PROJECT:
**WARM SPRINGS TOWNHOMES KETCHUM, ID**
108 & 110 RITCHIE DR.
KETCHUM, IDAHO

DRAWING TITLE:
SITE PLAN - BUILDING FAR & DENSITY

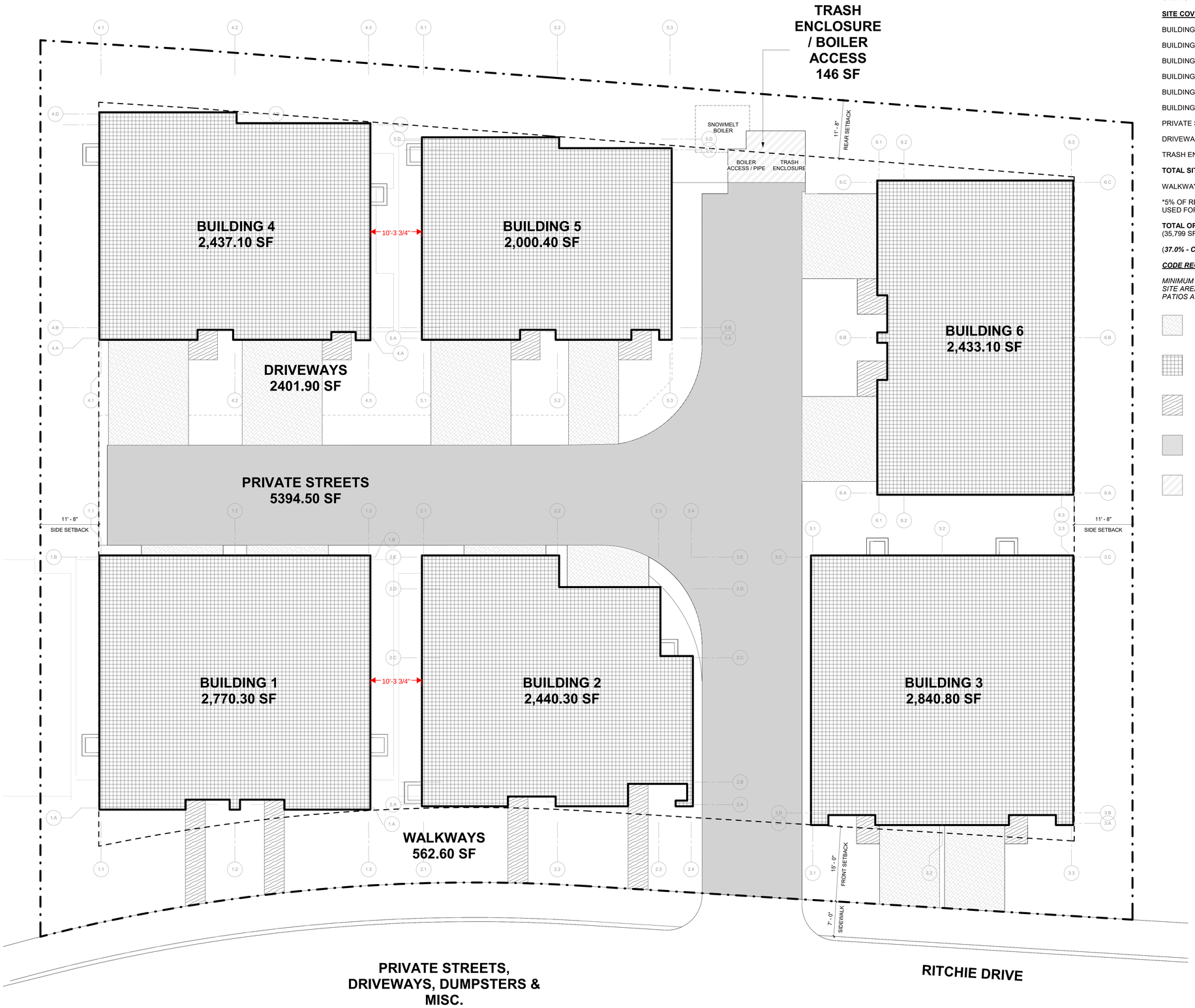
SEAL:

PROJECT NUMBER
2305

DRAWING NUMBER:
**A-002**

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1 | 1/8" = 1'-0" | **SITE PLAN - BUILDING INFORMATION B**




| | |
|---|---|
| **LOT AREA:** | **35,799.00 SF** |
| **OPEN SPACE REQ (35% LOT AREA):** | **12,529.65 SF** |
| **SITE COVERAGE AREAS:** | |
| BUILDING 1: | 2,770.30 SF |
| BUILDING 2: | 2,440.30 SF |
| BUILDING 3: | 2,840.80 SF |
| BUILDING 4: | 2,437.10 SF |
| BUILDING 5: | 2,000.40 SF |
| BUILDING 6: | 2,433.10 SF |
| PRIVATE STREETS: | 5,394.50 SF |
| DRIVEWAYS: | 2,401.90 SF |
| TRASH ENCLOSURE / BOILER ACCESS: | 146.0 SF |
| **TOTAL SITE COVERAGE:** | **22,864.40 SF** |
| WALKWAY AREA: | 562.60 SF* |

*5% OF REQ OPEN SPACE (12,529.65 SF)
USED FOR WALKWAYS ALLOWABLE = 626.48 SF

**TOTAL OPEN SPACE AREA:** **12,934.60 SF**
(35,799 SF LOT AREA - 22,864.40 SF SITE COVERAGE)

(***37.0% - COMPLIANT***, *404.95 SF SURPLUS*)

***CODE REQUIREMENT: OPEN SPACE***

*MINIMUM OPEN SPACE: 35% (A MAXIMUM OF 5% OPEN SITE AREA MAY BE USED FOR PRIVATE DECKS OR PATIOS AND WALKWAYS SUBJECT TO DESIGN REVIEW).*

DRIVEWAYS

BUILDINGS

WALKWAYS

PRIVATE STREETS

TRASH ENCLOSURE

**WARM SPRINGS TOWNHOMES KETCHUM, ID**


OWNER:
**108-110 RITCHIE LLC**
P.O. BOX 14001-174
KETCHUM, ID 83340
TEL: 603.801.0419

BUILDING ARCHITECT:
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LANDSCAPE ARCHITECT:
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| ISSUE | DESCRIPTION | DATE |
|---|---|---|
| 1 | DESIGN REVIEW APP | 25.09.09 |
| 2 | DESIGN REVIEW APP REV | 25.10.14 |
| 3 | DESIGN REVIEW APP REV | 25.12.09 |


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PROJECT:
**WARM SPRINGS TOWNHOMES KETCHUM, ID**
108 & 110 RITCHIE DR.
KETCHUM, IDAHO

DRAWING TITLE:
SITE PLAN - OPEN SPACE

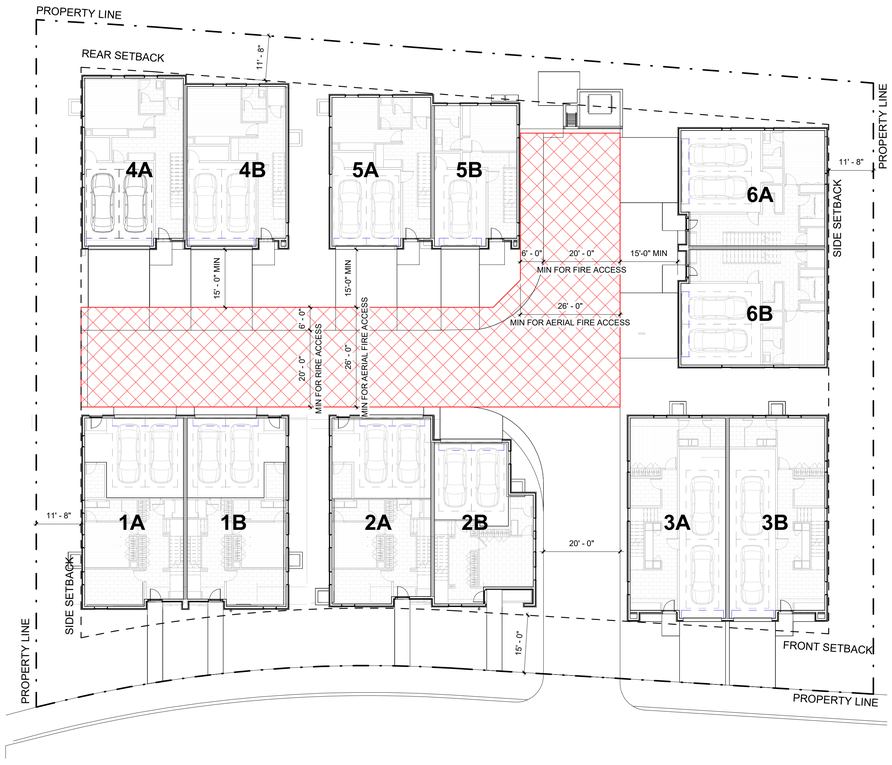
SEAL:

PROJECT NUMBER
2305

DRAWING NUMBER:
**A-003**

1 | 1/8" = 1'-0" | **SITE - LEVEL 1 - OPEN SPACE**

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**CODE REQUIREMENT: FIRE ACCESS**

***APPENDIX D OF 2018 IFC, SECTION D105 - AERIAL FIRE APPARATUS ACCESS ROADS***
*D105.1 - WHERE THE VERTICAL DISTANCE BETWEEN THE GRADE PLANE AND THE HIGHEST ROOF SURFACE EXCEEDS 30 FEET, APPROVED FIRE APPARATUS ACCESS ROADS SHALL BE PROVIDED. FOR PURPOSES OF THIS SECTION, THE HIGHEST ROOF SURFACE SHALL BE DETERMINED BY MEASUREMENT TO THE EAVE OF A PITCHED ROOF, THE INTERSECTION OF THE ROOF TO EXTERIOR WALL, OR THE TOP OF PARAPET WALLS, WHICHEVER IS GREATER.*

*D105.2 - AERIAL FIRE APPARATUS ACCESS ROADS SHALL HAVE A MINIMUM UNOBSTRUCTED WIDTH OF 26 FEET, EXCLUSIVE OF SHOULDERS, IN THE IMMEDIATE VICINITY OF THE BUILDING OR PORTION THEREOF.*

*D105.3 - ONE OR MORE OF THE REQUIRED ACCESS ROUTES MEETING THIS CONDITION SHALL BE LOCATED NOT LESS THAN 15 FEET AND NOT GREATER THAN 30 FEET FROM THE BUILDING AND SHALL BE POSITIONED PARALLEL TO ONE ENTIRE SIDE OF THE BUILDING. THE SIDE OF THE BUILDING ON WHICH THE AERIAL FIRE APPARATUS ACCESS ROAD IS POSITIONED SHALL BE APPROVED BY THE FIRE CODE OFFICIAL.*

THE PROPOSED DEVELOPMENT HAS A 20 FOOT WIDE PRIVATE ROAD THAT WOULD PROVIDE ACCESS TO THE INTERIOR OF THE SITE AND A DESIGNATED 20 FOOT WIDE PORTION OF THE ROAD FOR AERIAL FIRE ACCESS TO BUILDING 3 AND 4. ADDITIONALLY, BUILDING 3 AND 4 ARE SETBACK 15 FEET FROM THE EDGE OF THE FIRE ACCESS ROAD.

**CODE REQUIREMENT: SNOWMELT**

**SNOWMELT**

**SNOW STORAGE**

**GRASS-CRETE PAVERS**

***H. SNOW STORAGE***
*1 - SNOW STORAGE AREAS SHALL NOT BE LESS THAN THIRTY PERCENT (30%) OF THE IMPROVED PARKING AND PEDESTRIAN CIRCULATION AREAS.*
*2 - SNOW STORAGE AREAS SHALL BE PROVIDED ON SITE.*
*3 - A DESIGNATED SNOW STORAGE AREA SHALL NOT HAVE ANY DIMENSION LESS THAN FIVE FEET (5') AND SHALL BE A MINIMUM OF TWENTY FIVE SQUARE FEET (25 SF)*
*4 - IN LIEU OF PROVIDING SNOW STORAGE AREAS, SNOWMELT AND HAULING OF SNOW MAY BE ALLOWED.*

THE PROPOSED DEVELOPMENT WILL PROVIDE SITE SNOWMELT FOR ALL DRIVEWAYS, PATHWAYS, AND PRIVATE ROADS. SNOWMELT BOILER EQUIPMENT WILL BE SUBGRADE, LOCATED AT THE END OF THE PRIVATE ROAD AND SCREENED FROM VIEW OF NEIGHBORS. SEE MEP FOR DETAILED SNOWMELT PLANS.

THERE IS 638 SF OF GRASS-CRETE SCHEDULED FOR FIRE ACCESS THAT WILL NOT HAVE SNOWMELT. THESE AREAS WILL BE SHOVELED AND AN ADDITIONAL 966 SF OF SNOW STORAGE HAS BEEN DESIGNATED ON SITE.

1 | 1/16" = 1'-0" | **SITE PLAN - FIRE ACCESS REQUIREMENTS**

2 | 1/16" = 1'-0" | **SITE PLAN - SNOWMELT**

# WARM SPRINGS TOWNHOMES KETCHUM, ID


OWNER:

**108-110 RITCHIE LLC**
P.O. BOX 14001-174
KETCHUM, ID 83340
TEL: 603.801.0419

BUILDING ARCHITECT:

**RO | ROCKETT DESIGN**
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INGLEWOOD, CA 90301
TEL: 213.784.0014

STRUCTURAL ENGINEER:

**ZFA STRUCTURAL ENGINEERS**
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TEL: 415.243.4091

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CIVIL ENGINEER:

**GALENA BENCHMARK ASSOCIATES**
100 BELL DRIVE SUITE C
KETCHUM, ID 83340
TEL: 208.726.9512

LANDSCAPE ARCHITECT:

**EGGERS ASSOCIATES**
560 NORTH 2ND AVENUE
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TEL: 208.725.0988


| ISSUE | DESCRIPTION | DATE |
|---|---|---|
| 1 | DESIGN REVIEW APP | 25.09.09 |
| 2 | DESIGN REVIEW APP REV | 25.10.14 |
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PROJECT:
**WARM SPRINGS TOWNHOMES KETCHUM, ID**
108 & 110 RITCHIE DR.
KETCHUM, IDAHO

DRAWING TITLE:
SITE PLAN - FIRE ACCESS & SNOWMELT

SEAL:

PROJECT NUMBER
2305

DRAWING NUMBER:
**A-004**

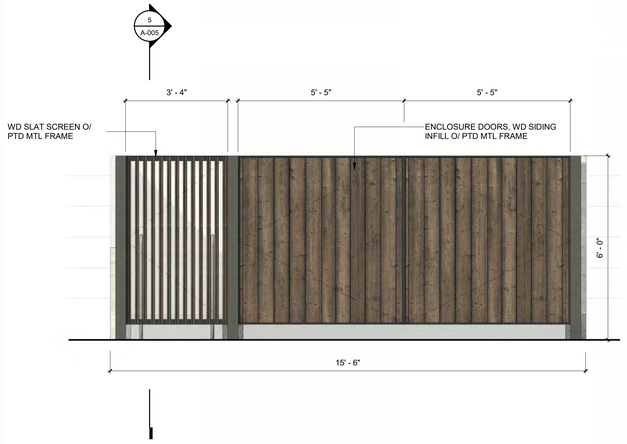
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**MEDIUM BROWN WOOD SIDING TO MATCH BUILDING SIDING MATERIAL**



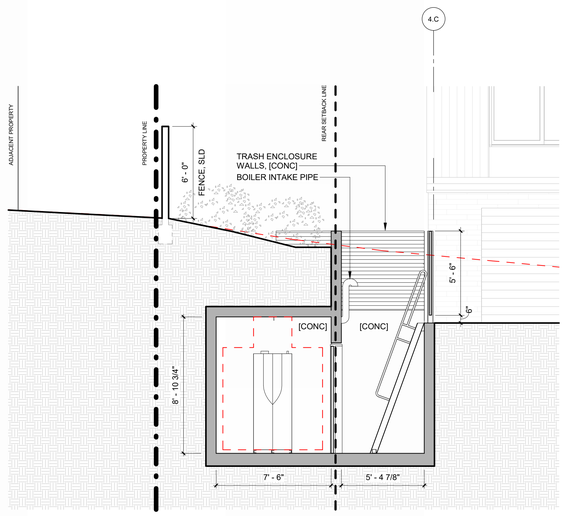
**DARK PAINTED METAL STRUCTURE**



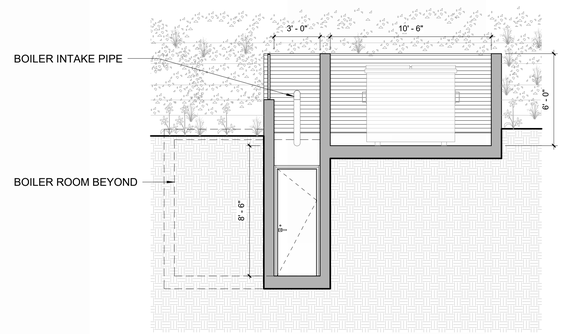

6 1/2" = 1'-0" **DUMPSTER ENCLOSURE / ELEVATION - EAST**



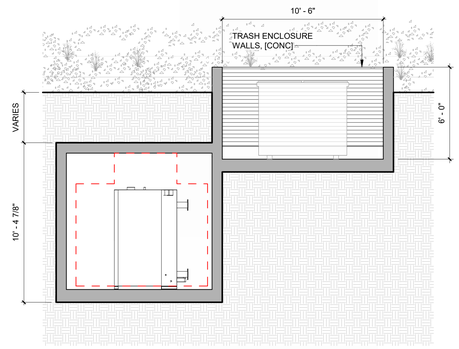
**RENDERING OF DUMPSTER ENCLOSURE - FRONT**




5 1/4" = 1'-0" **DUMPSTER ENCLOSURE / SECTION - EW**



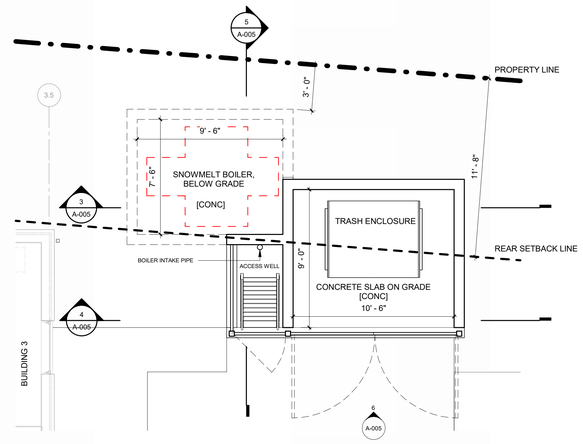

4 1/4" = 1'-0" **DUMPSTER ENCLOSURE / SECTION - NS A**



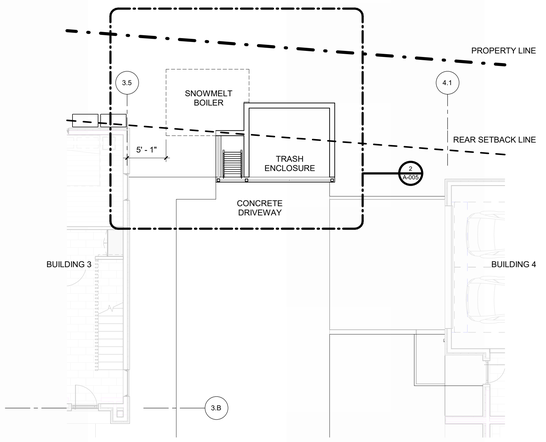

3 1/4" = 1'-0" **DUMPSTER ENCLOSURE / SECTION - NS B**

**NOTE**

SCREENED TRASH ENCLOSURE WITH SNOWMELT BOILER ROOM. BOILER LOCATED FULLY SUBGRADE AND NOT VISIBLE. TRASH ENCLOSURE SLAB AND ACCESS WELL SCHEDULED TO BE SNOWMELTED TO ALLOW CLEAR ACCESS IN WINTER.




2 1/4" = 1'-0" **DUMPSTER ENCLOSURE - ENLARGED FLOOR PLAN**




1 1/8" = 1'-0" **DUMPSTER ENCLOSURE - FLOOR PLAN**

# WARM SPRINGS TOWNHOMES KETCHUM, ID

OWNER:

**108-110 RITCHIE LLC**
P.O. BOX 14001-174
KETCHUM, ID 83340
TEL: 603.801.0419

BUILDING ARCHITECT:

**RO | ROCKETT DESIGN**
1031 W. MANCHESTER BLVD. UNIT 6
INGLEWOOD, CA 90301
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STRUCTURAL ENGINEER:

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SAN FRANCISCO, CA 94111
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**GALENA BENCHMARK ASSOCIATES**
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KETCHUM, ID 83340
TEL: 208.726.9512

LANDSCAPE ARCHITECT:

**EGGERS ASSOCIATES**
560 NORTH 2ND AVENUE
KETCHUM, ID 83340
TEL: 208.725.0988

| ISSUE | DESCRIPTION | DATE |
|---|---|---|
| 1 | DESIGN REVIEW APP | 25.09.09 |
| 2 | DESIGN REVIEW APP REV | 25.10.14 |

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PROJECT:

**WARM SPRINGS TOWNHOMES KETCHUM, ID**

108 & 110 RITCHIE DR.
KETCHUM, IDAHO

DRAWING TITLE:

SNOWMELT VAULT & DUMPSTER DETAILS

SEAL:

PROJECT NUMBER

2305

DRAWING NUMBER:

**A-005**

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

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

June 14, 2024

Planning & Zoning
City of Ketchum
P O Box 2315
Ketchum, ID 83340

Via email:

Re: 108 Richie Drive

To whom It May Concern,

Please consider this letter as a will serve for the above address. Attached to this email are plans for a 12-unit townhome project to be built. When built according to the plans the enclosure is ample for a dumpster to service the project.

Conditions that will need to be maintained:

- Snow and Ice removal to and inside of the enclosure
- Access to the enclosure and the turn around area for egress
- Gates maintained in working order

Multiple pickup days may be necessary to accommodate the amount of waste generated depending on type(s) of occupancy.

Respectfully,

Mike Goitiandia
Clear Creek Disposal

.108 Richie Drive

CLEAR CREEK DISPOSAL

1 | NTS | CLEAR CREEK DISPOSAL WILL SERVE LETTER

INTERMOUNTAIN® GAS COMPANY

451 Alan Dr. Jerome Idaho 83338 • (208) 737-6300 FAX (208)737-6342
www.intgas.com

Presidio Vista Properties
Hank Moore
Senior Development Manager
603-801-0419
hank@presidiovistaproperties.com

May 13, 2024

RE: 108 & 110 Richie Dr., Ketchum Idaho 83340. Lots 3 & 4 Warm Springs Village Subdivision. County of Blaine.

This letter is to serve as verification of the availability of natural gas currently to the above referenced project in Ketchum, Idaho.

The total estimated cost of extending our natural gas infrastructure and satisfying current tariffs to serve the above entity is the responsibility of the contractor/ owner of said project and must be paid in advance of construction.

Extensions of our natural gas mains and services will be provided and installed in accordance with our current tariffs, guidelines, policies and provisions on file with the Idaho Public Utilities Commission.

If you need further information regarding this project, please call me at 208-737-6314.

Sincerely,

Lance D. McBride

Lance D. McBride
Energy Services Representative Sr.
lance.mcbride@intgas.com
208-737-6314

1 | NTS | INTERMOUNTAIN GAS COMPANY WILL SERVE LETTER

**Hank Moore**

**From:** Bennett, Cheryl <CBennett2@idahopower.com>
**Sent:** Friday, May 17, 2024 10:27 AM
**To:** Hank Moore
**Cc:** Erik de Bruijn
**Subject:** Will Serve Email

Hank and Erik,

You can provide this email to the city of Ketchum for your application:

I have reviewed the proposed project by Presidio Vista Properties for 12 luxury townhomes on Ritchie Drive.

As this is in the preliminary stages, I have not finalized my design on the project. The proposed transformer locations may work, but I'll have to review when I get into my design phase. I have indicated where they may also be placed depending on the voltage drop, once I get into it. Additionally, we need 10' of clearance to the front of the transformers for safe electrical operation. They can be landscaped on side and rear, no matter where they are placed. We do have primary power on Ritchie Drive, but again, until I start my design, I will not know if I need another device to pick it up (sector) and/or have to cross Ritchie Drive to get to it.

Once the customer makes formal application for design the company will provide electrical service to the project subject to obtaining of any required easements, rights of way, and in compliance with the statues of the State of Idaho and the tariffs of the company on file with the Idaho Public Utilities Commission (PUC), in particular, the General Rules and Regulations, covering new service attachments and distribution line installations or alterations. The tariff is subject to change from time to time upon approval by the Idaho PUC.

Below is the initial review I have made. Please let me know if you have additional questions or comments.

1 | NTS | IDAHO POWER WILL SERVE LETTER

**WARM SPRINGS TOWNHOMES KETCHUM, ID**

OWNER:

**108-110 RITCHIE LLC**
P.O. BOX 14001-174
KETCHUM, ID 83340
TEL: 603.801.0419

BUILDING ARCHITECT:

**RO | ROCKETT DESIGN**
1031 W. MANCHESTER BLVD. UNIT 6
INGLEWOOD, CA 90301
TEL: 213.784.0014

STRUCTURAL ENGINEER:

**ZFA STRUCTURAL ENGINEERS**
601 MONTGOMERY STREET SUITE 1450
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TEL: 415.243.4091

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KETCHUM, ID 83340
TEL: 208.726.9512

LANDSCAPE ARCHITECT:

**EGGERS ASSOCIATES**
560 NORTH 2ND AVENUE
KETCHUM, ID 83340
TEL: 208.725.0988

| ISSUE | DESCRIPTION | DATE |
|---|---|---|
| 1 | DESIGN REVIEW APPLICATION | 25.09.09 |

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PROJECT:
**WARM SPRINGS TOWNHOMES KETCHUM, ID**
108 & 110 RITCHIE DR.
KETCHUM, IDAHO

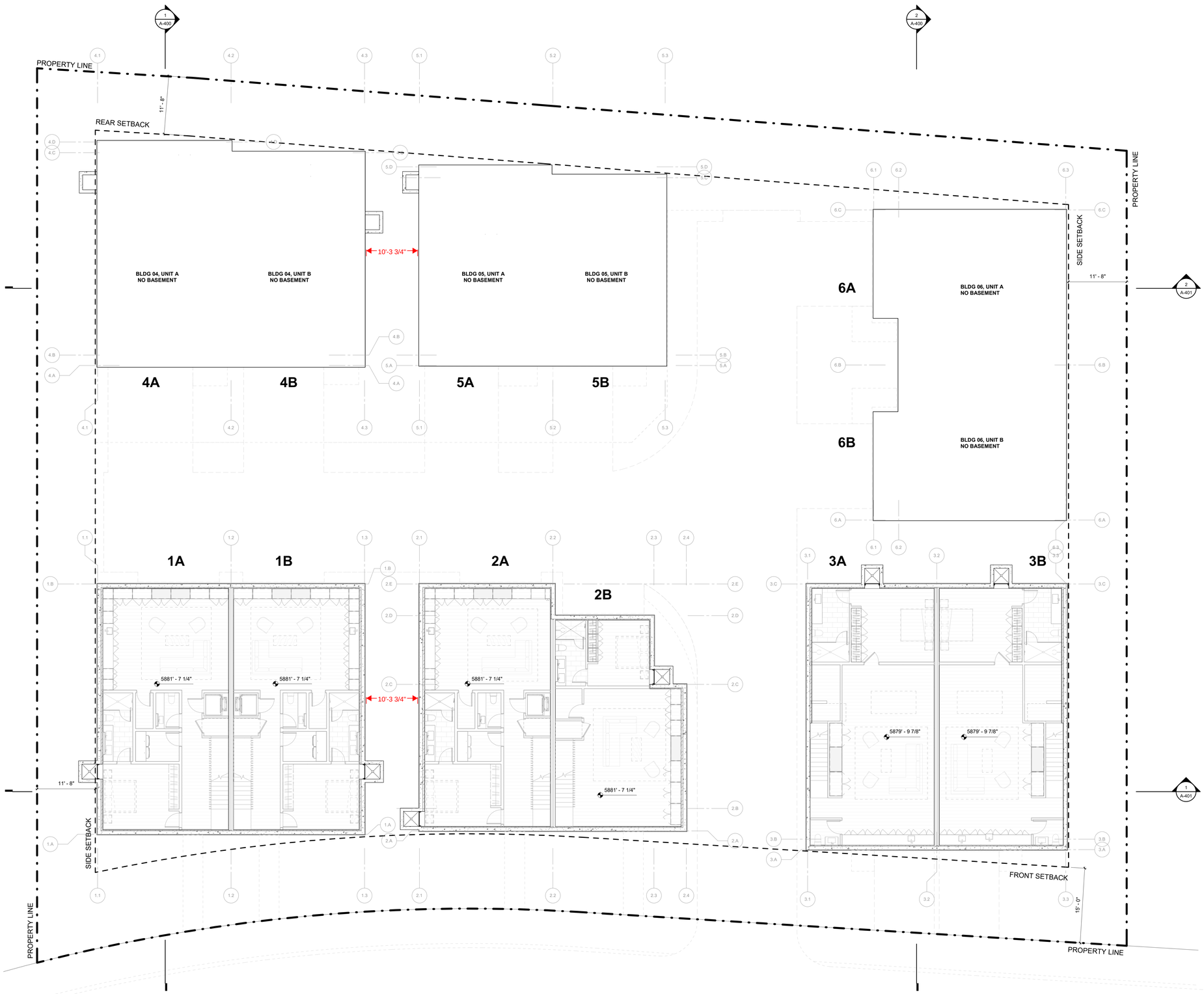
DRAWING TITLE:
WILL SERVE LETTERS

SEAL:

PROJECT NUMBER
2305

DRAWING NUMBER:
**A-006**

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| | | | |
|---|---|---|---|
| 1 | 1/8" = 1'-0" | OVERALL PLAN - LEVEL 0 | |

# WARM SPRINGS TOWNHOMES KETCHUM, ID

OWNER:

**108-110 RITCHIE LLC**
P.O. BOX 14001-174
KETCHUM, ID 83340
TEL: 603.801.0419

BUILDING ARCHITECT:

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PROJECT:
**WARM SPRINGS TOWNHOMES KETCHUM, ID**
108 & 110 RITCHIE DR.
KETCHUM, IDAHO

DRAWING TITLE:
LEVEL 00 OVERALL FLOOR PLAN

SEAL:

PROJECT NUMBER
2305

DRAWING NUMBER:
**A-100**

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**NOTES:**
1. "NO PARKING" SIGNS SHALL BE POSTED FOR ANY DRIVEWAY THAT DOES NOT MEET THE DIMENSIONAL STANDARDS FOR PARKING (9' W x 18' L)

| | | |
|---|---|---|
| 1 | 1/8" = 1'-0" | **OVERALL PLAN - LEVEL 01** |

# WARM SPRINGS TOWNHOMES KETCHUM, ID

OWNER:

**108-110 RITCHIE LLC**
P.O. BOX 14001-174
KETCHUM, ID 83340
TEL: 603.801.0419

BUILDING ARCHITECT:

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560 NORTH 2ND AVENUE
KETCHUM, ID 83340
TEL: 208.725.0988

| ISSUE | DESCRIPTION | DATE |
|---|---|---|
| 1 | DESIGN REVIEW APP | 25.09.09 |
| 2 | DESIGN REVIEW APP REV | 25.10.14 |
| 3 | DESIGN REVIEW APP REV | 25.12.09 |

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PROJECT:
**WARM SPRINGS TOWNHOMES KETCHUM, ID**
108 & 110 RITCHIE DR.
KETCHUM, IDAHO

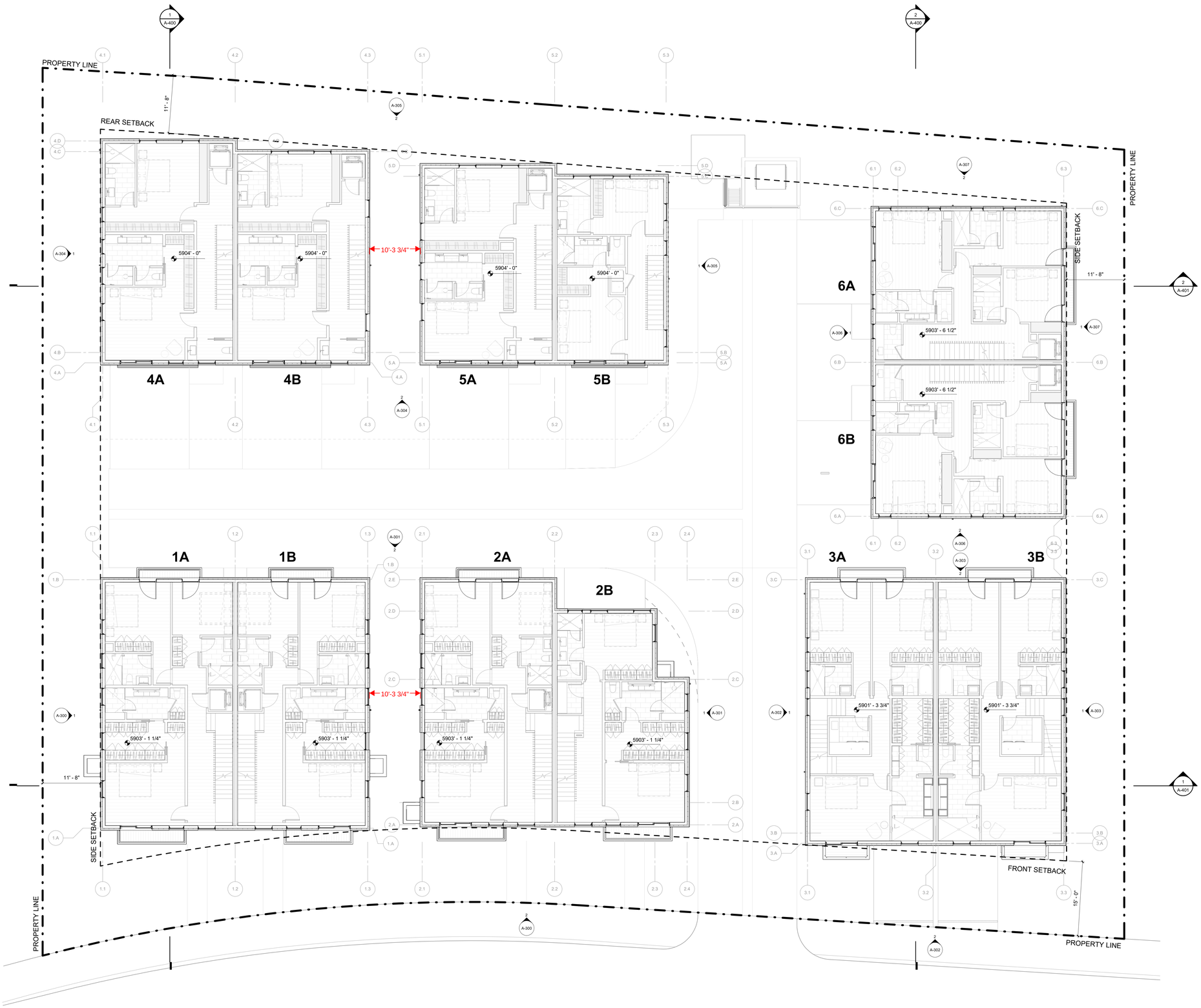
DRAWING TITLE:
LEVEL 01 OVERALL FLOOR PLAN

SEAL:

PROJECT NUMBER
2305

DRAWING NUMBER:
**A-101**

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# WARM SPRINGS TOWNHOMES KETCHUM, ID

OWNER:

**108-110 RITCHIE LLC**
P.O. BOX 14001-174
KETCHUM, ID 83340
TEL: 603.801.0419

BUILDING ARCHITECT:

**RO | ROCKETT DESIGN**
1031 W. MANCHESTER BLVD. UNIT 6
INGLEWOOD, CA 90301
TEL: 213.784.0014

STRUCTURAL ENGINEER:

**ZFA STRUCTURAL ENGINEERS**
601 MONTGOMERY STREET SUITE 1450
SAN FRANCISCO, CA 94111
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MECHANICAL, ELECTRICAL, PLUMBING ENGINEER:

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CIVIL ENGINEER:

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TEL: 208.726.9512

LANDSCAPE ARCHITECT:

**EGGERS ASSOCIATES**
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PROJECT:
**WARM SPRINGS TOWNHOMES KETCHUM, ID**
108 & 110 RITCHIE DR.
KETCHUM, IDAHO

DRAWING TITLE:
LEVEL 02 OVERALL FLOOR PLAN

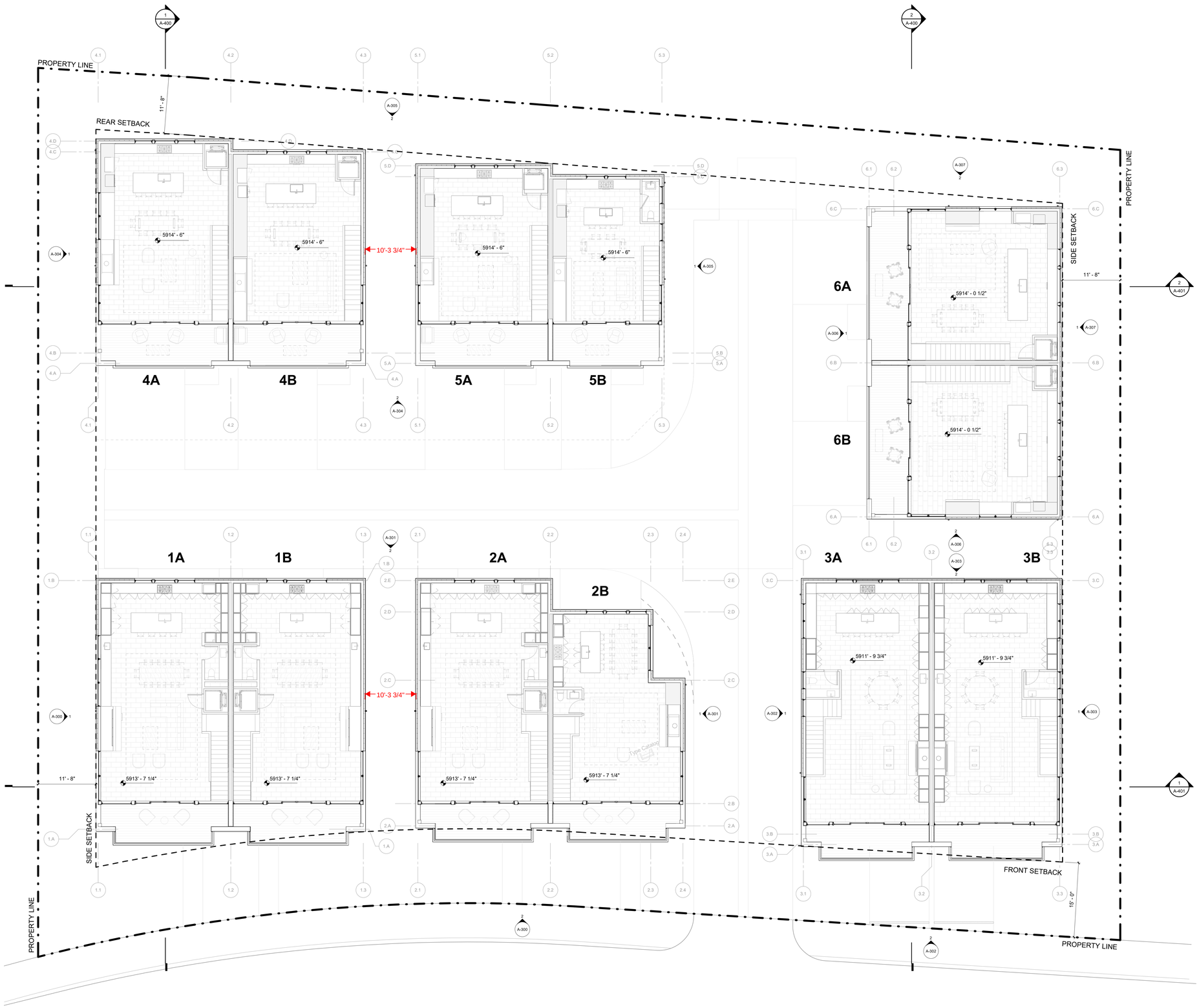
SEAL:

PROJECT NUMBER
2305

DRAWING NUMBER:
**A-102**

| 1 | 1/8" = 1'-0" | **OVERALL PLAN - LEVEL 02** |
|---|---|---|

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| | | | |
|---|---|---|---|
| 1 | 1/8" = 1'-0" | **OVERALL PLAN - LEVEL 03** | |

# WARM SPRINGS TOWNHOMES KETCHUM, ID

OWNER:

**108-110 RITCHIE LLC**
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KETCHUM, ID 83340
TEL: 603.801.0419

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LANDSCAPE ARCHITECT:

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PROJECT:
**WARM SPRINGS TOWNHOMES KETCHUM, ID**
108 & 110 RITCHIE DR.
KETCHUM, IDAHO

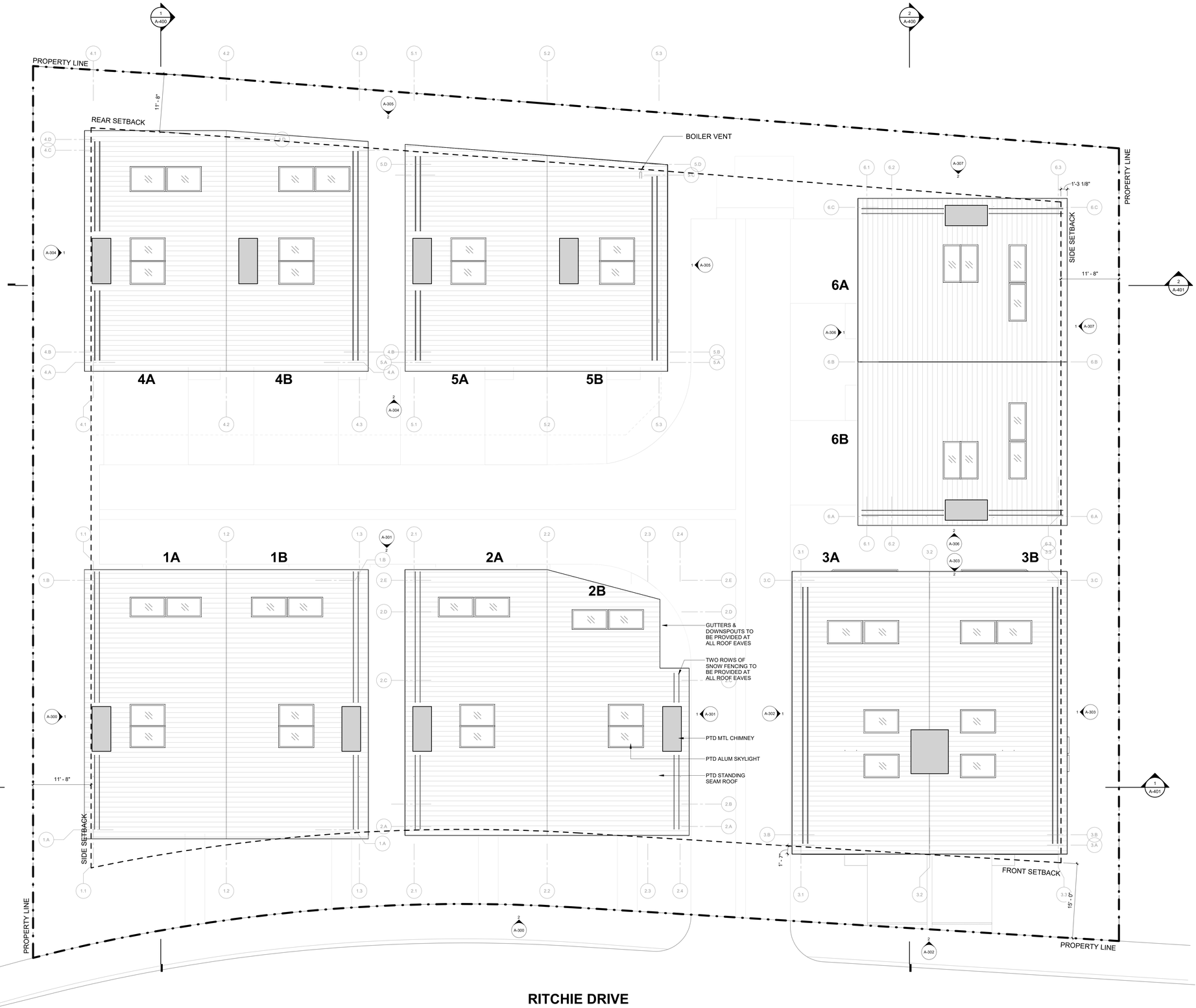
DRAWING TITLE:
LEVEL 03 OVERALL FLOOR PLAN

SEAL:

PROJECT NUMBER
2305

DRAWING NUMBER:
**A-103**

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# WARM SPRINGS TOWNHOMES KETCHUM, ID

OWNER:

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TEL: 603.801.0419

BUILDING ARCHITECT:

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STRUCTURAL ENGINEER:

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TEL: 720.779.3556

CIVIL ENGINEER:

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TEL: 208.726.9512

LANDSCAPE ARCHITECT:

**EGGERS ASSOCIATES**
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TEL: 208.725.0988

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| 1 | DESIGN REVIEW APP | 25.09.09 |
| 2 | DESIGN REVIEW APP REV | 25.10.14 |

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PROJECT:

**WARM SPRINGS TOWNHOMES KETCHUM, ID**

108 & 110 RITCHIE DR.
KETCHUM, IDAHO

DRAWING TITLE:

OVERALL ROOF PLAN

SEAL:

PROJECT NUMBER

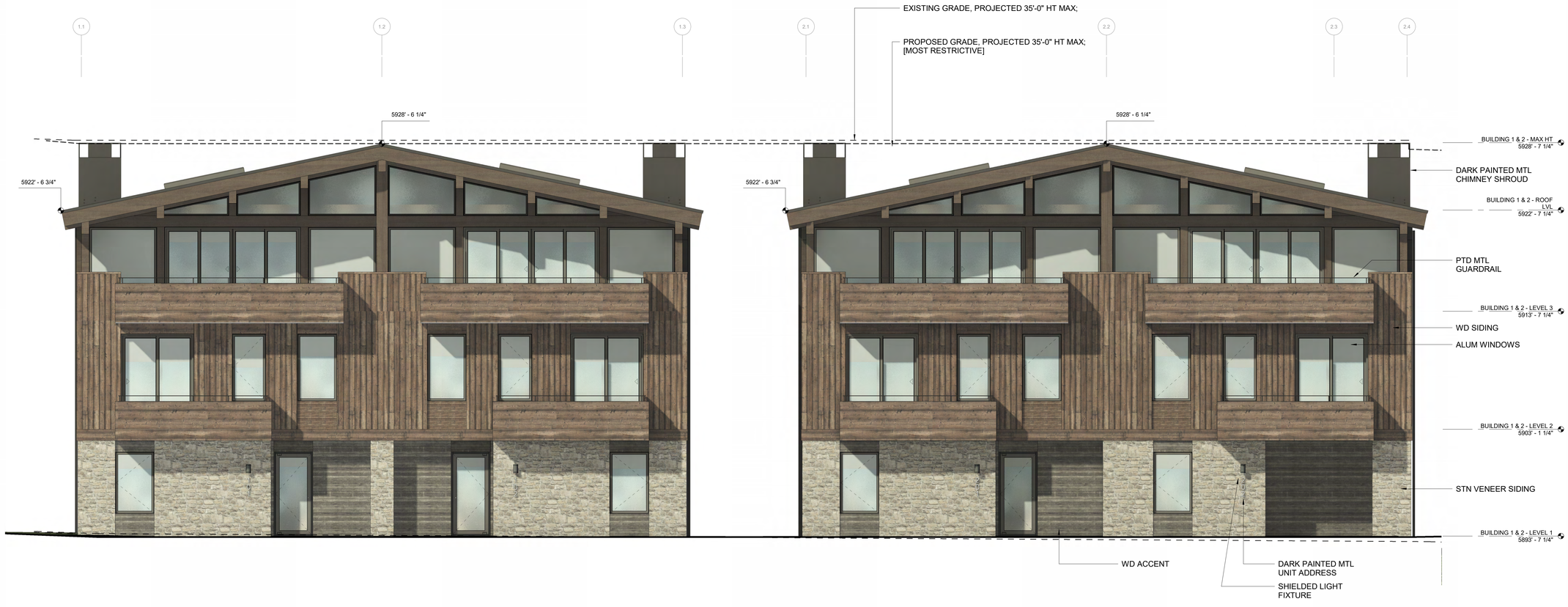
2305

DRAWING NUMBER:

**A-104**

1 | 1/8" = 1'-0" | **OVERALL PLAN - ROOF**

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2 | 1/4" = 1'-0" | **BUILDING 1 & 2 / ELEVATION - EAST**




1 | 1/4" = 1'-0" | **BUILDING 1 / ELEVATION - SOUTH**

# WARM SPRINGS TOWNHOMES KETCHUM, ID

OWNER:

**108-110 RITCHIE LLC**
P.O. BOX 14001-174
KETCHUM, ID 83340
TEL: 603.801.0419

BUILDING ARCHITECT:

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STRUCTURAL ENGINEER:

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TEL: 208.726.9512

LANDSCAPE ARCHITECT:

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TEL: 208.725.0988

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PROJECT:

**WARM SPRINGS TOWNHOMES KETCHUM, ID**

108 & 110 RITCHIE DR.
KETCHUM, IDAHO

DRAWING TITLE:

BUILDING ELEVATIONS - BUILDING 1 & 2

SEAL:

PROJECT NUMBER

2305

DRAWING NUMBER:

**A-300**

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2 | 1/4" = 1'-0" | **BUILDING 1 & 2 / ELEVATION - WEST**




1 | 1/4" = 1'-0" | **BUILDING 2 / ELEVATION - NORTH**

# WARM SPRINGS TOWNHOMES KETCHUM, ID

OWNER:

**108-110 RITCHIE LLC**
P.O. BOX 14001-174
KETCHUM, ID 83340
TEL: 603.801.0419

BUILDING ARCHITECT:

**RO | ROCKETT DESIGN**
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STRUCTURAL ENGINEER:

**ZFA STRUCTURAL ENGINEERS**
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TEL: 415.243.4091

MECHANICAL, ELECTRICAL, PLUMBING ENGINEER:

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TEL: 720.779.3556

CIVIL ENGINEER:

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LANDSCAPE ARCHITECT:

**EGGERS ASSOCIATES**
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TEL: 208.725.0988

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PROJECT:

**WARM SPRINGS TOWNHOMES KETCHUM, ID**

108 & 110 RITCHIE DR.
KETCHUM, IDAHO

DRAWING TITLE:

BUILDING ELEVATIONS - BUILDING 1 & 2

SEAL:

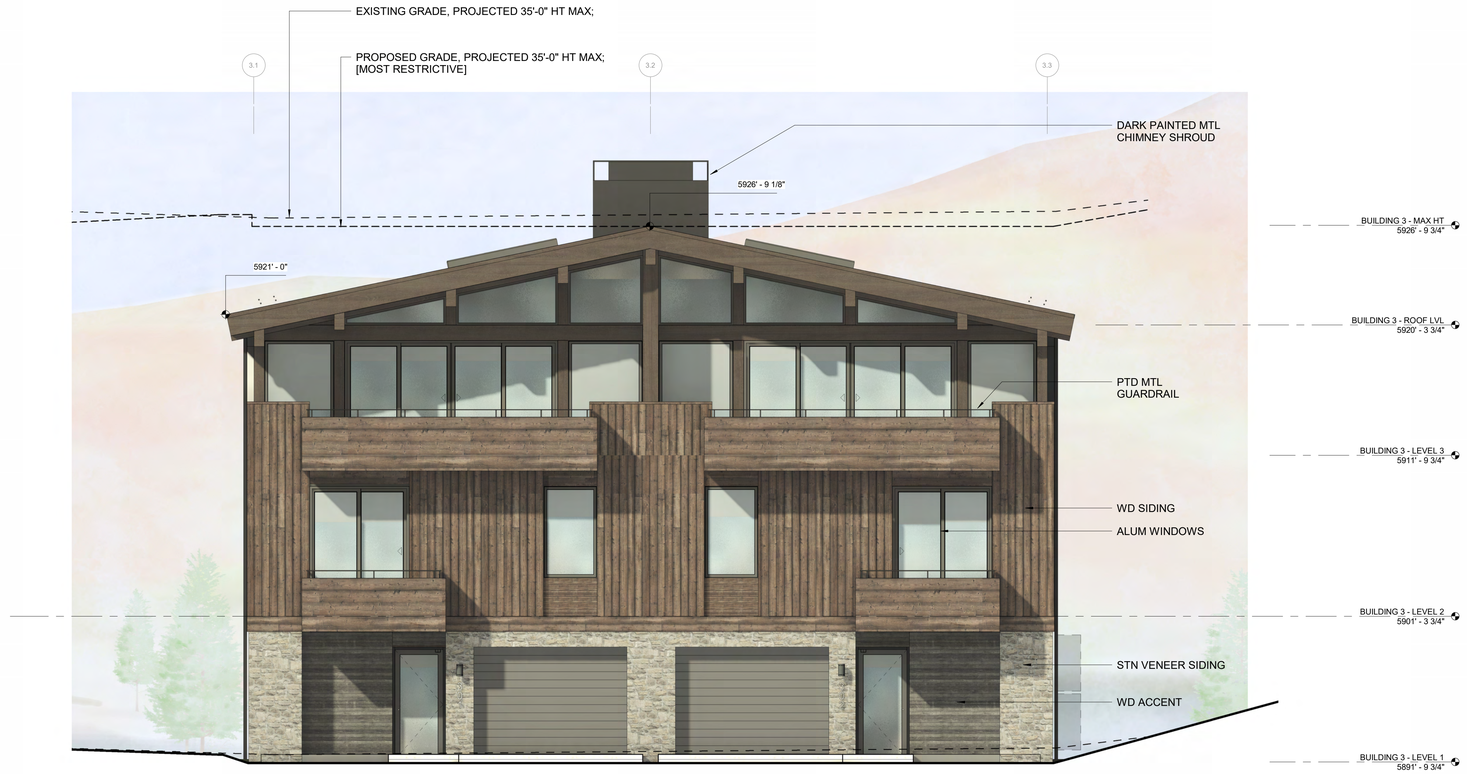
PROJECT NUMBER

2305

DRAWING NUMBER:

**A-301**

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2 | 1/4" = 1'-0" | **BUILDING 3 / ELEVATION - EAST**




1 | 1/4" = 1'-0" | **BUILDING 3 / ELEVATION - SOUTH**

# WARM SPRINGS TOWNHOMES KETCHUM, ID

OWNER:

**108-110 RITCHIE LLC**
P.O. BOX 14001-174
KETCHUM, ID 83340
TEL: 603.801.0419

BUILDING ARCHITECT:

**RO | ROCKETT DESIGN**
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INGLEWOOD, CA 90301
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CIVIL ENGINEER:

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TEL: 208.726.9512

LANDSCAPE ARCHITECT:

**EGGERS ASSOCIATES**
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KETCHUM, ID 83340
TEL: 208.725.0988

| ISSUE | DESCRIPTION | DATE |
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| 3 | DESIGN REVIEW APP REV | 25.12.09 |

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PROJECT:

**WARM SPRINGS TOWNHOMES KETCHUM, ID**

108 & 110 RITCHIE DR.
KETCHUM, IDAHO

DRAWING TITLE:

BUILDING ELEVATIONS - BUILDING 3

SEAL:

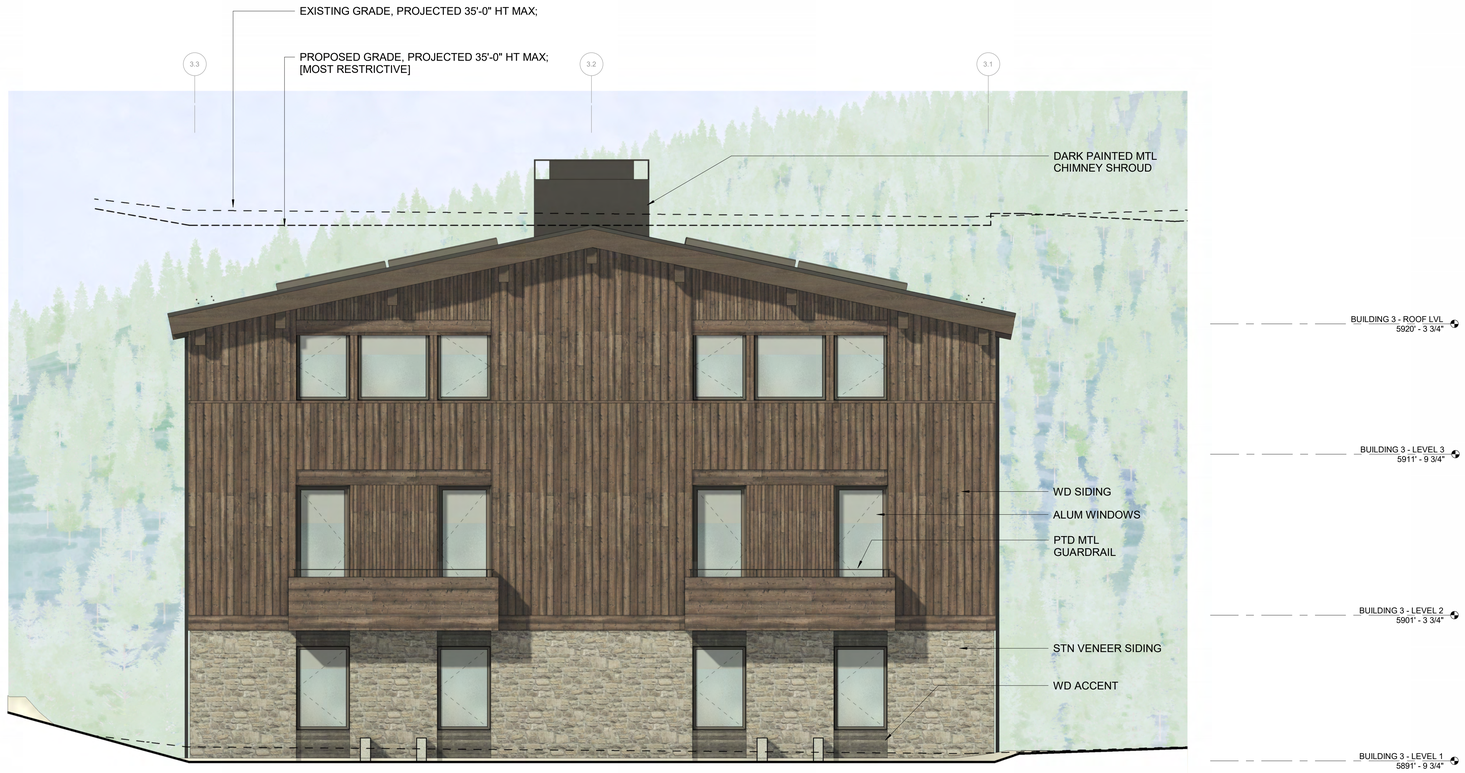
PROJECT NUMBER

2305

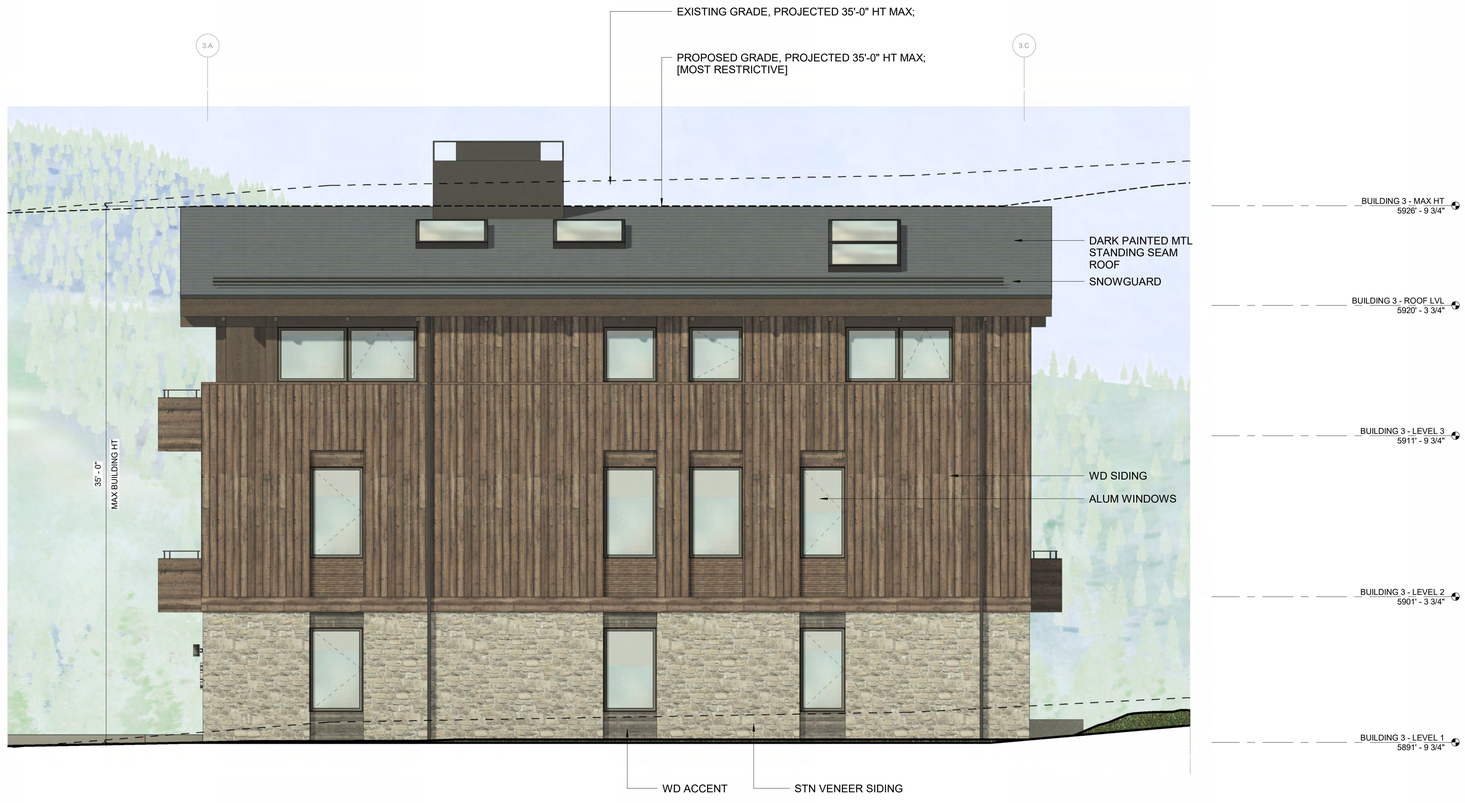
DRAWING NUMBER:

**A-302**

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2 | 1/4" = 1'-0" | **BUILDING 3 / ELEVATION - WEST**




1 | 1/4" = 1'-0" | **BUILDING 3 / ELEVATION - NORTH**

# WARM SPRINGS TOWNHOMES KETCHUM, ID


OWNER:

**108-110 RITCHIE LLC**
P.O. BOX 14001-174
KETCHUM, ID 83340
TEL: 603.801.0419

BUILDING ARCHITECT:

**RO | ROCKETT DESIGN**
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LANDSCAPE ARCHITECT:

**EGGERS ASSOCIATES**
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TEL: 208.725.0988


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PROJECT:

**WARM SPRINGS TOWNHOMES KETCHUM, ID**

108 & 110 RITCHIE DR.
KETCHUM, IDAHO

DRAWING TITLE:

BUILDING ELEVATIONS - BUILDING 3

SEAL:

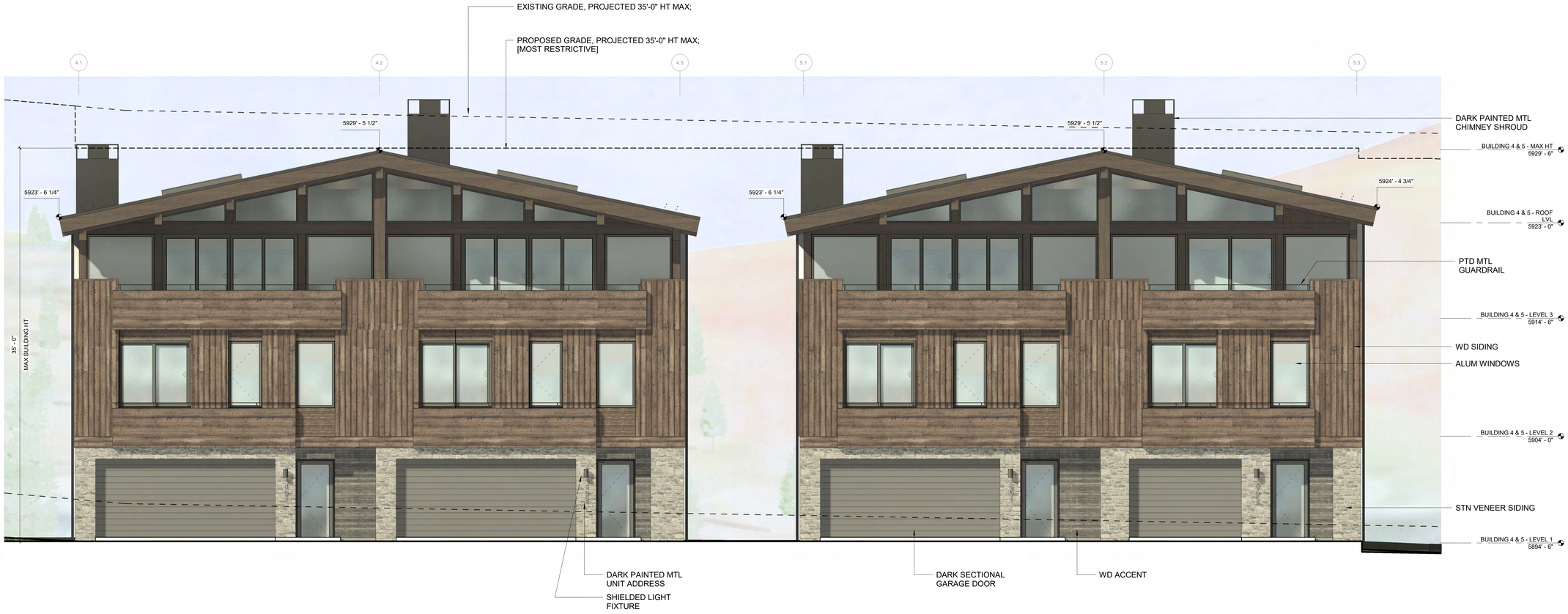
PROJECT NUMBER

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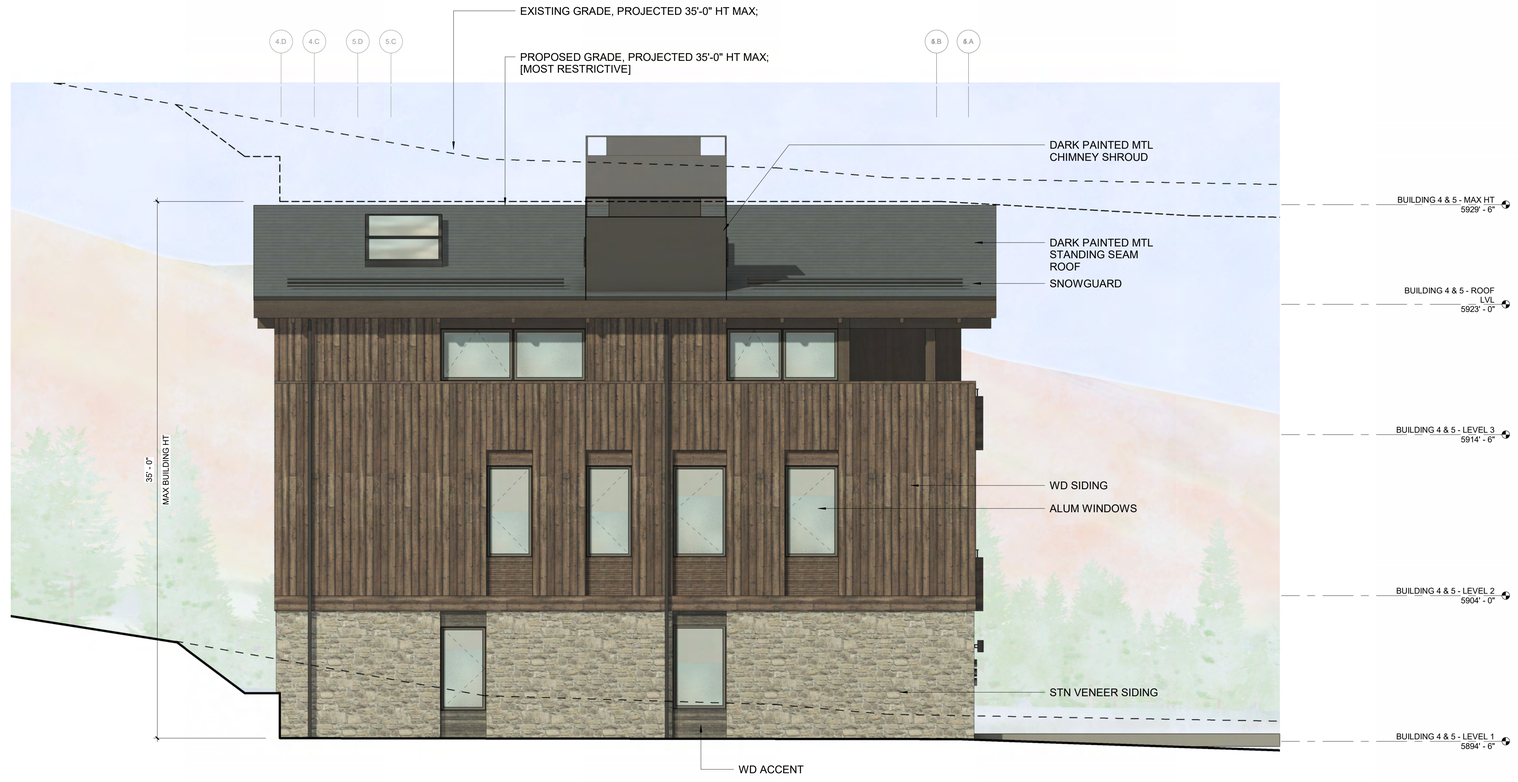
DRAWING NUMBER:

**A-303**


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2 | 1/4" = 1'-0" | **BUILDING 4 & 5 / ELEVATION - EAST**




1 | 1/4" = 1'-0" | **BUILDING 4 / ELEVATION - SOUTH**

# WARM SPRINGS TOWNHOMES KETCHUM, ID


OWNER:

**108-110 RITCHIE LLC**
P.O. BOX 14001-174
KETCHUM, ID 83340
TEL: 603.801.0419

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STRUCTURAL ENGINEER:

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LANDSCAPE ARCHITECT:

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PROJECT:

**WARM SPRINGS TOWNHOMES KETCHUM, ID**

108 & 110 RITCHIE DR.
KETCHUM, IDAHO

DRAWING TITLE:

BUILDING ELEVATIONS - BUILDING 4 & 5

SEAL:

PROJECT NUMBER

2305

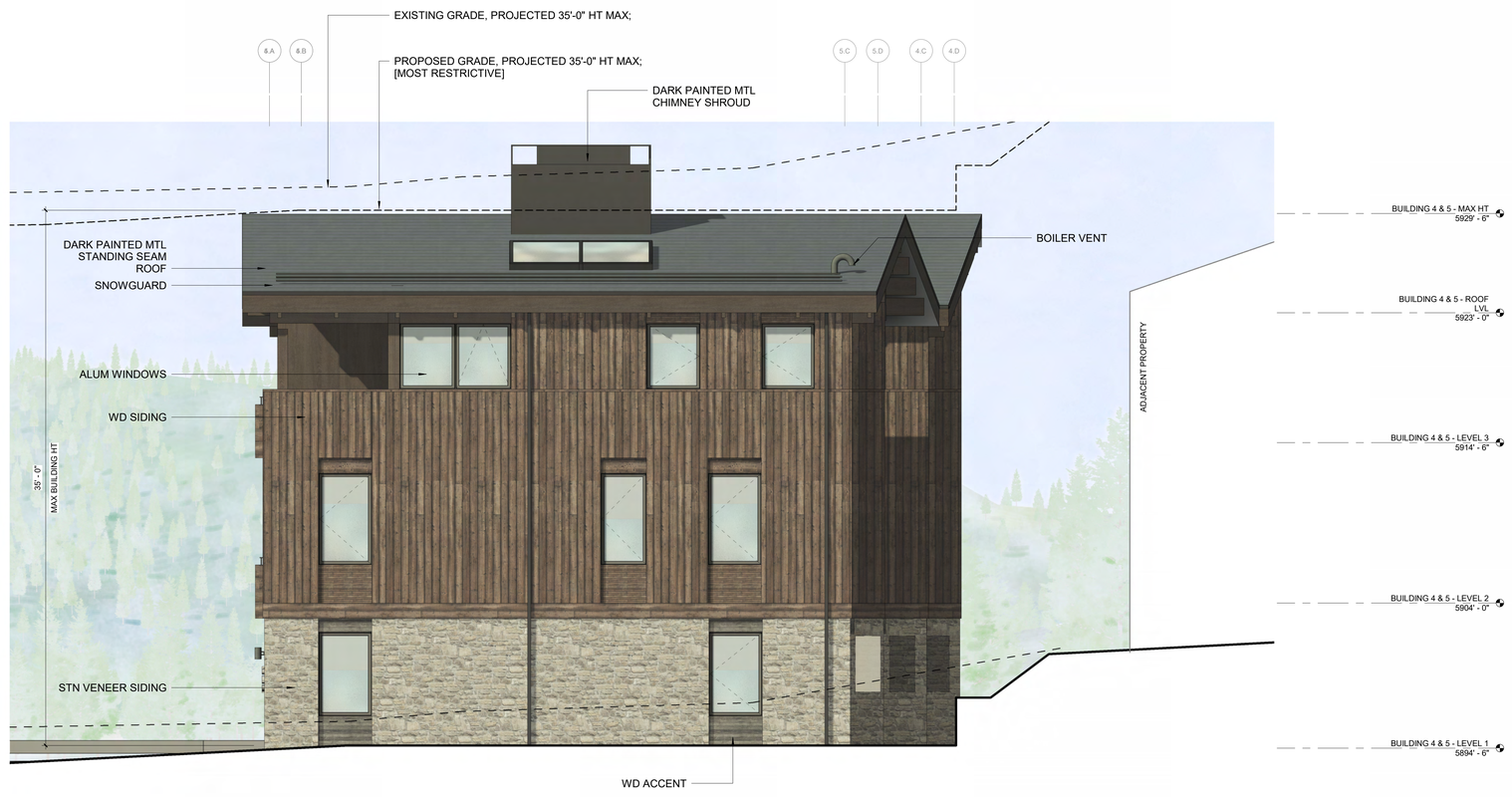
DRAWING NUMBER:

**A-304**


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2 | 1/4" = 1'-0" | **BUILDING 4 & 5 / ELEVATION - WEST**




1 | 1/4" = 1'-0" | **BUILDING 5 / ELEVATION - NORTH**

# WARM SPRINGS TOWNHOMES KETCHUM, ID


OWNER:

**108-110 RITCHIE LLC**
P.O. BOX 14001-174
KETCHUM, ID 83340
TEL: 603.801.0419

BUILDING ARCHITECT:

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STRUCTURAL ENGINEER:

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LANDSCAPE ARCHITECT:

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PROJECT:

**WARM SPRINGS TOWNHOMES KETCHUM, ID**

108 & 110 RITCHIE DR.
KETCHUM, IDAHO

DRAWING TITLE:

BUILDING ELEVATIONS - BUILDING 4 & 5

SEAL:

PROJECT NUMBER

2305

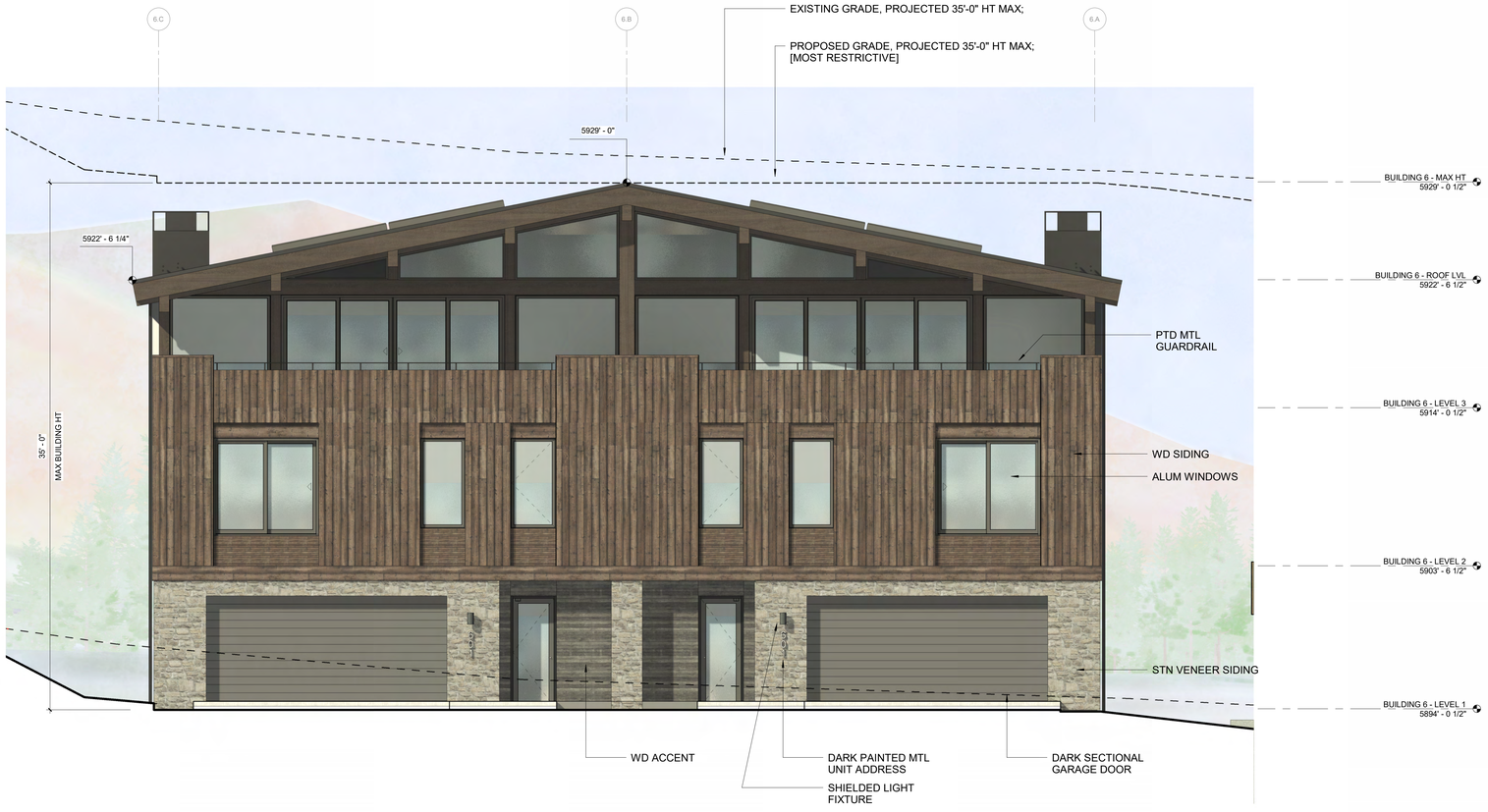
DRAWING NUMBER:

**A-305**


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2 | 1/4" = 1'-0" | **BUILDING 6 / ELEVATION - EAST**




1 | 1/4" = 1'-0" | **BUILDING 6 / ELEVATION - SOUTH**

# WARM SPRINGS TOWNHOMES KETCHUM, ID

OWNER:

**108-110 RITCHIE LLC**
P.O. BOX 14001-174
KETCHUM, ID 83340
TEL: 603.801.0419

BUILDING ARCHITECT:

**RO | ROCKETT DESIGN**
1031 W. MANCHESTER BLVD. UNIT 6
INGLEWOOD, CA 90301
TEL: 213.784.0014

STRUCTURAL ENGINEER:

**ZFA STRUCTURAL ENGINEERS**
601 MONTGOMERY STREET SUITE 1450
SAN FRANCISCO, CA 94111
TEL: 415.243.4091

MECHANICAL, ELECTRICAL, PLUMBING ENGINEER:

**PROFICIENT ENGINEERING**
4704 HARLAN STREET SUITE 620
DENVER, CO 80212
TEL: 720.779.3556

CIVIL ENGINEER:

**GALENA BENCHMARK ASSOCIATES**
100 BELL DRIVE SUITE C
KETCHUM, ID 83340
TEL: 208.726.9512

LANDSCAPE ARCHITECT:

**EGGERS ASSOCIATES**
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KETCHUM, ID 83340
TEL: 208.725.0988

| ISSUE | DESCRIPTION | DATE |
|---|---|---|
| 1 | DESIGN REVIEW APP | 25.09.09 |
| 2 | DESIGN REVIEW APP REV | 25.10.14 |
| 3 | DESIGN REVIEW APP REV | 25.12.09 |

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PROJECT:

**WARM SPRINGS TOWNHOMES KETCHUM, ID**

108 & 110 RITCHIE DR.
KETCHUM, IDAHO

DRAWING TITLE:

BUILDING ELEVATIONS - BUILDING 6

SEAL:

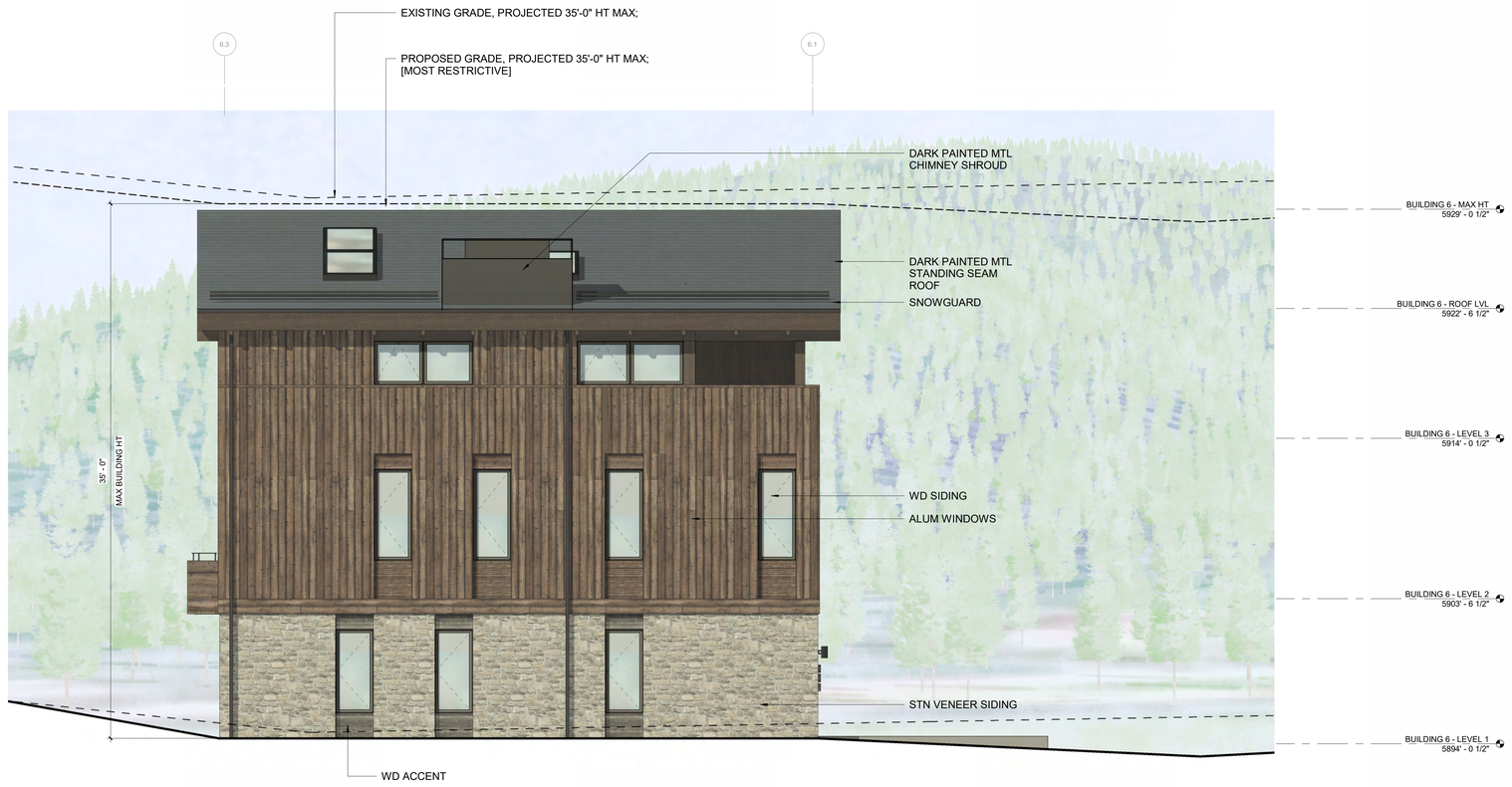
PROJECT NUMBER

2305

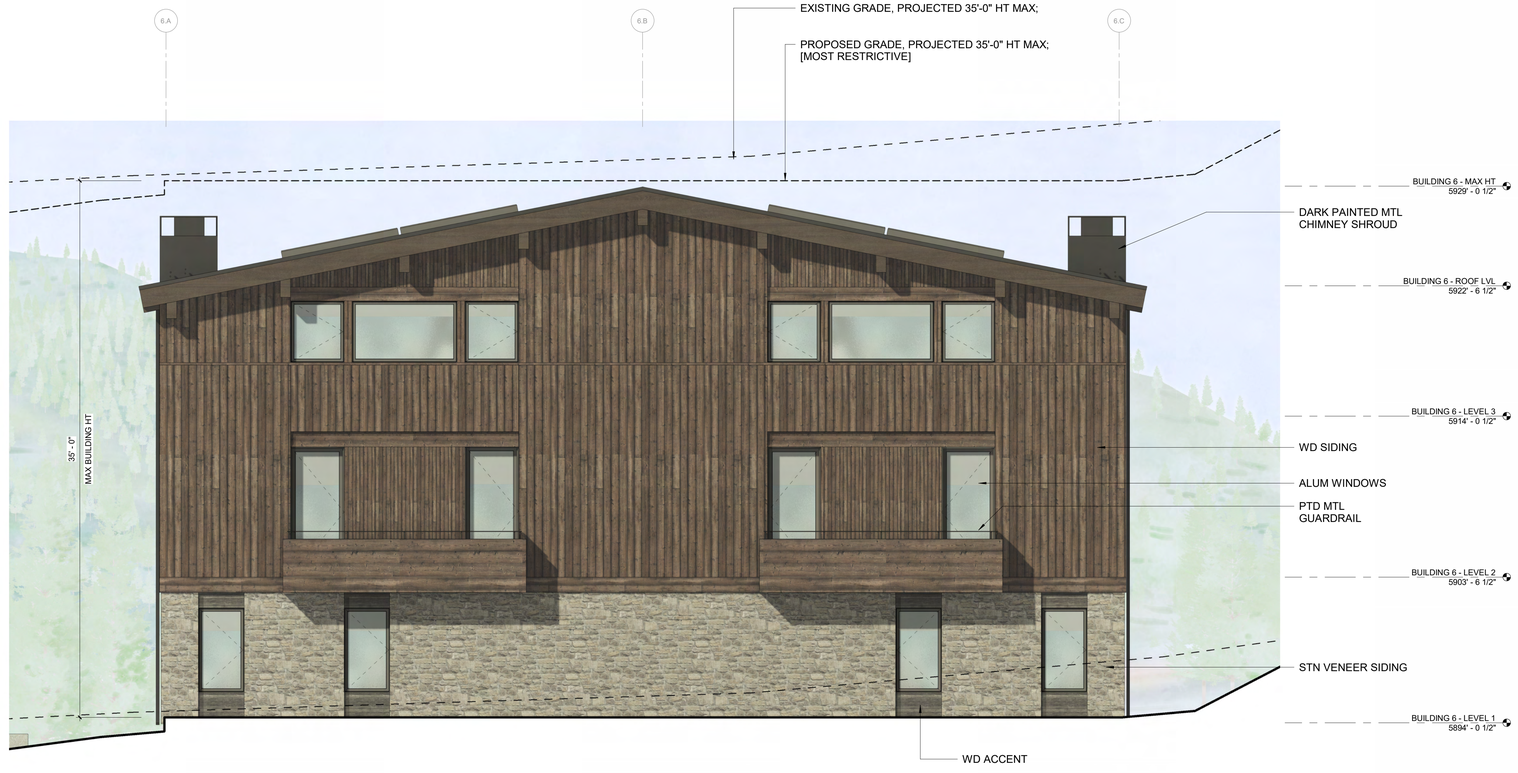
DRAWING NUMBER:

**A-306**

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2 | 1/4" = 1'-0" | **BUILDING 6 / ELEVATION - WEST**




1 | 1/4" = 1'-0" | **BUILDING 6 / ELEVATION - NORTH**

# WARM SPRINGS TOWNHOMES KETCHUM, ID

OWNER:

**108-110 RITCHIE LLC**
P.O. BOX 14001-174
KETCHUM, ID 83340
TEL: 603.801.0419

BUILDING ARCHITECT:

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INGLEWOOD, CA 90301
TEL: 213.784.0014

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TEL: 208.726.9512

LANDSCAPE ARCHITECT:

**EGGERS ASSOCIATES**
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TEL: 208.725.0988

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PROJECT:

**WARM SPRINGS TOWNHOMES KETCHUM, ID**

108 & 110 RITCHIE DR.
KETCHUM, IDAHO

DRAWING TITLE:

BUILDING ELEVATIONS - BUILDING 6

SEAL:

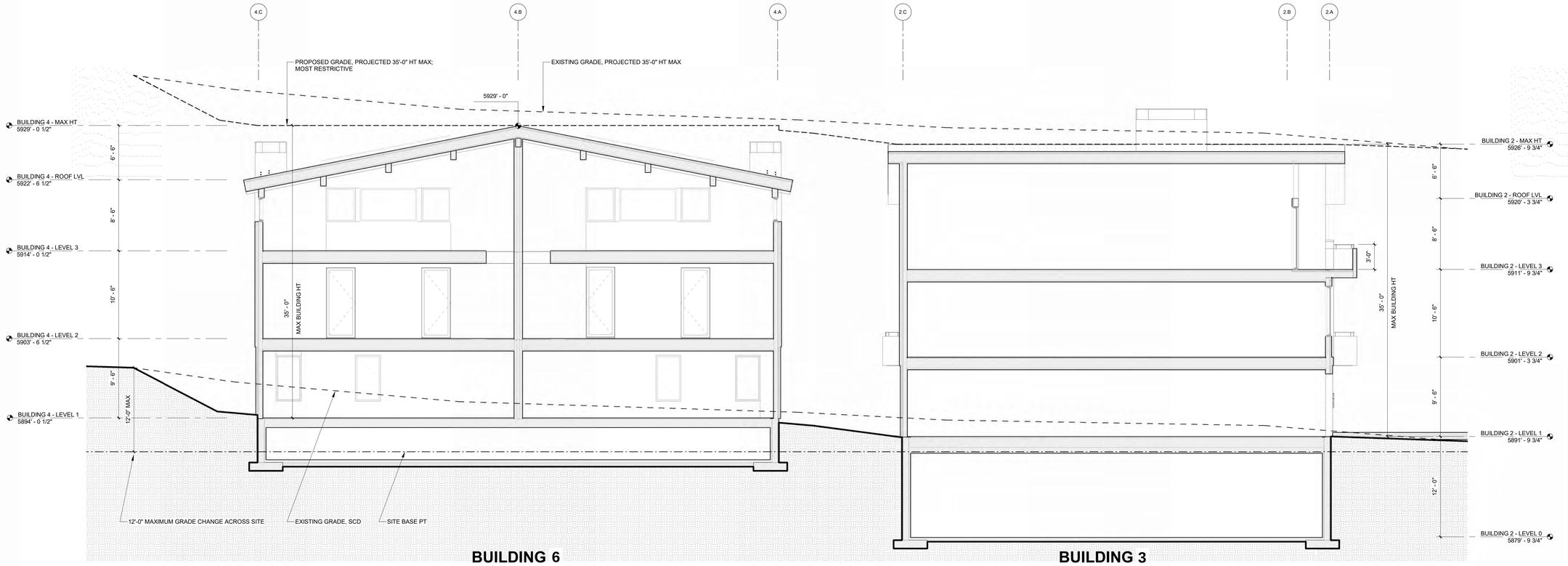
PROJECT NUMBER

2305

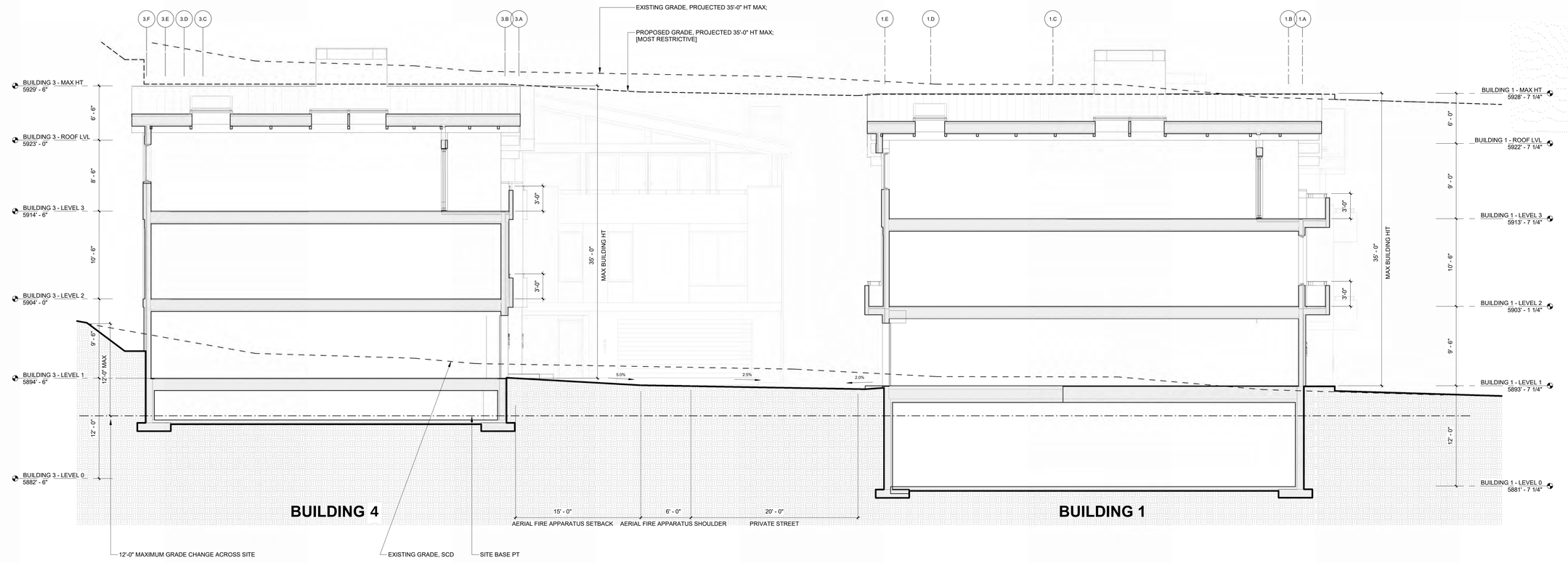
DRAWING NUMBER:

**A-307**

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2 | 3/16" = 1'-0" | **BUILDING SECTION - EW B**




1 | 3/16" = 1'-0" | **BUILDING SECTION - EW A**

# WARM SPRINGS TOWNHOMES KETCHUM, ID

OWNER:

**108-110 RITCHIE LLC**
P.O. BOX 14001-174
KETCHUM, ID 83340
TEL: 603.801.0419

BUILDING ARCHITECT:

**RO | ROCKETT DESIGN**
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TEL: 213.784.0014

STRUCTURAL ENGINEER:

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LANDSCAPE ARCHITECT:

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TEL: 208.725.0988

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| 1 | DESIGN REVIEW APP | 25.09.09 |
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PROJECT:

**WARM SPRINGS TOWNHOMES KETCHUM, ID**

108 & 110 RITCHIE DR.
KETCHUM, IDAHO

DRAWING TITLE:

BUILDING SECTIONS

SEAL:

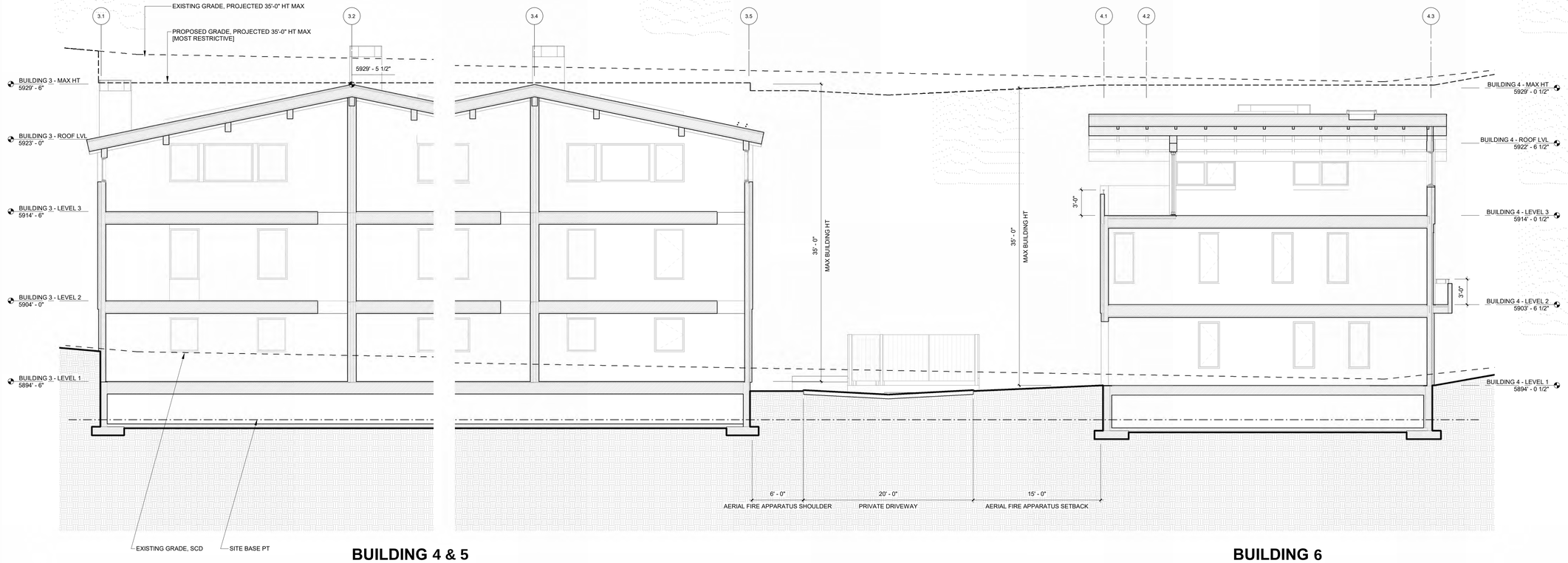
PROJECT NUMBER

2305

DRAWING NUMBER:

**A-400**

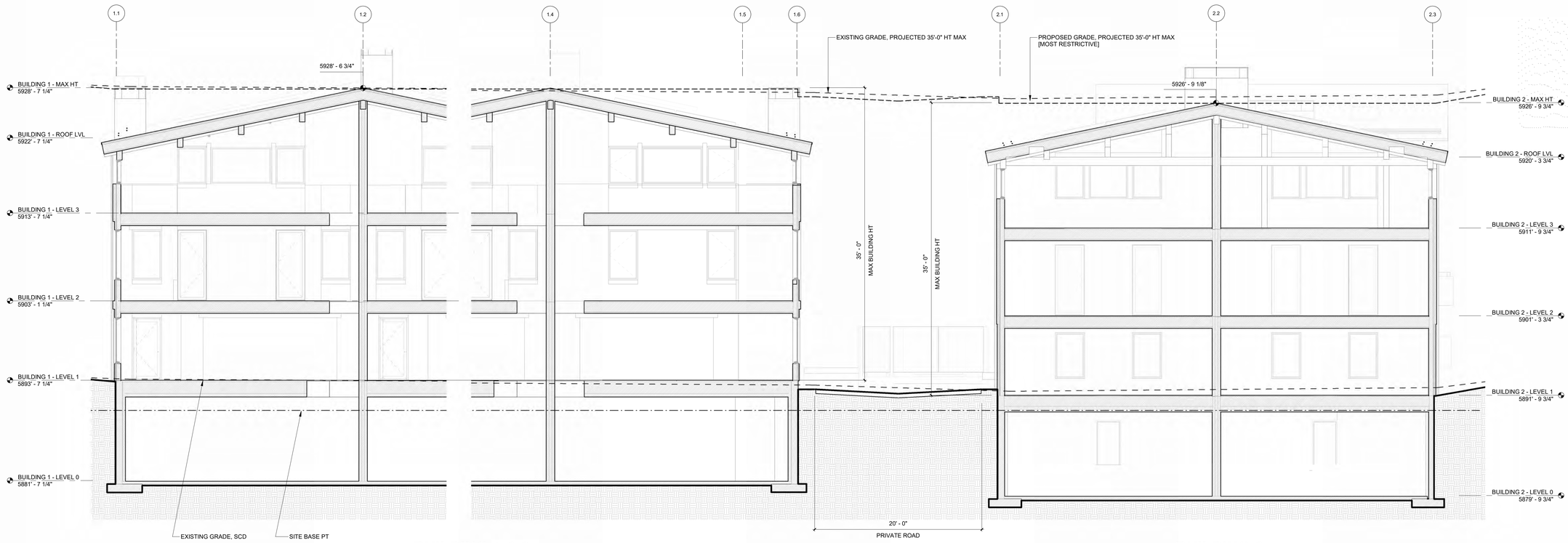
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**BUILDING 4 & 5**

**BUILDING 6**

2 | 3/16" = 1'-0" | **BUILDING SECTION - NS B**




**BUILDING 1 & 2**

**BUILDING 3**

1 | 3/16" = 1'-0" | **BUILDING SECTION - NS A**

# WARM SPRINGS TOWNHOMES KETCHUM, ID

OWNER:

**108-110 RITCHIE LLC**
P.O. BOX 14001-174
KETCHUM, ID 83340
TEL: 603.801.0419

BUILDING ARCHITECT:

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TEL: 208.726.9512

LANDSCAPE ARCHITECT:

**EGGERS ASSOCIATES**
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TEL: 208.725.0988

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PROJECT:

**WARM SPRINGS TOWNHOMES KETCHUM, ID**

108 & 110 RITCHIE DR.
KETCHUM, IDAHO

DRAWING TITLE:

BUILDING SECTIONS

SEAL:

PROJECT NUMBER

2305

DRAWING NUMBER:

**A-401**

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MEDIUM GREY, PARGED FIELD STONE



MEDIUM BROWN, RUSTIC TONGUE AND GROOVE WOOD SIDING W/ FACE NAILING



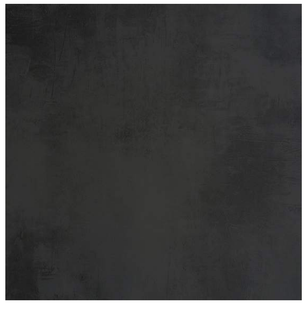
MEDIUM BROWN, RUSTIC WD BEAMS, FASCIA & ACCENTS



DARK, RUSTIC WD TONGUE AND GROOVE ACCENTS



DARK STANDING SEAM ROOF



DARK METAL TRIM & WINDOW FRAMES

# WARM SPRINGS TOWNHOMES KETCHUM, ID

OWNER:

**108-110 RITCHIE LLC**
P.O. BOX 14001-174
KETCHUM, ID 83340
TEL: 603.801.0419

BUILDING ARCHITECT:

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TEL: 720.779.3556

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KETCHUM, ID 83340
TEL: 208.726.9512

LANDSCAPE ARCHITECT:

**EGGERS ASSOCIATES**
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PROJECT:

**WARM SPRINGS TOWNHOMES KETCHUM, ID**

108 & 110 RITCHIE DR.
KETCHUM, IDAHO

DRAWING TITLE:

MATERIALS

SEAL:

PROJECT NUMBER

2305

DRAWING NUMBER:

**A-500**

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2 | 12" = 1'-0" | **SITE ELEVATION - EAST**



1 | 12" = 1'-0" | **SITE ELEVATION - SOUTH**

# WARM SPRINGS TOWNHOMES KETCHUM, ID

OWNER:


**108-110 RITCHIE LLC**
P.O. BOX 14001-174
KETCHUM, ID 83340
TEL: 603.801.0419


BUILDING ARCHITECT:


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INGLEWOOD, CA 90301
TEL: 213.784.0014


STRUCTURAL ENGINEER:


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TEL: 415.243.4091


MECHANICAL, ELECTRICAL, PLUMBING ENGINEER:


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CIVIL ENGINEER:


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KETCHUM, ID 83340
TEL: 208.726.9512


LANDSCAPE ARCHITECT:


**EGGERS ASSOCIATES**
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KETCHUM, ID 83340
TEL: 208.725.0988


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PROJECT:

**WARM SPRINGS TOWNHOMES KETCHUM, ID**

108 & 110 RITCHIE DR.
KETCHUM, IDAHO

DRAWING TITLE:

RENDERED ELEVATIONS

SEAL:

PROJECT NUMBER

2305

DRAWING NUMBER:

**G-120**


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2 | 12" = 1'-0" | **SITE ELEVATION - WEST**



1 | 12" = 1'-0" | **SITE ELEVATION - NORTH**

# WARM SPRINGS TOWNHOMES KETCHUM, ID

OWNER:


**108-110 RITCHIE LLC**
P.O. BOX 14001-174
KETCHUM, ID 83340
TEL: 603.801.0419


BUILDING ARCHITECT:


**RO | ROCKETT DESIGN**
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INGLEWOOD, CA 90301
TEL: 213.784.0014


STRUCTURAL ENGINEER:


**ZFA STRUCTURAL ENGINEERS**
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SAN FRANCISCO, CA 94111
TEL: 415.243.4091


MECHANICAL, ELECTRICAL, PLUMBING ENGINEER:


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DENVER, CO 80212
TEL: 720.779.3556


CIVIL ENGINEER:


**GALENA BENCHMARK ASSOCIATES**
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KETCHUM, ID 83340
TEL: 208.726.9512


LANDSCAPE ARCHITECT:


**EGGERS ASSOCIATES**
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KETCHUM, ID 83340
TEL: 208.725.0988


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PROJECT:

**WARM SPRINGS TOWNHOMES KETCHUM, ID**

108 & 110 RITCHIE DR.
KETCHUM, IDAHO

DRAWING TITLE:

RENDERED ELEVATIONS

SEAL:

PROJECT NUMBER

2305

DRAWING NUMBER:

**G-121**


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VIEW FROM NW RITCHIE DRIVE



VIEW FROM ACROSS RITCHIE DRIVE

# WARM SPRINGS TOWNHOMES KETCHUM, ID

OWNER:

**108-110 RITCHIE LLC**
P.O. BOX 14001-174
KETCHUM, ID 83340
TEL: 603.801.0419

BUILDING ARCHITECT:

**RO | ROCKETT DESIGN**
1031 W. MANCHESTER BLVD. UNIT 6
INGLEWOOD, CA 90301
TEL: 213.784.0014

STRUCTURAL ENGINEER:

**ZFA STRUCTURAL ENGINEERS**
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TEL: 415.243.4091

MECHANICAL, ELECTRICAL, PLUMBING ENGINEER:

**PROFICIENT ENGINEERING**
4704 HARLAN STREET SUITE 620
DENVER, CO 80212
TEL: 720.779.3556

CIVIL ENGINEER:

**GALENA BENCHMARK ASSOCIATES**
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KETCHUM, ID 83340
TEL: 208.726.9512

LANDSCAPE ARCHITECT:

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TEL: 208.725.0988

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PROJECT:

**WARM SPRINGS TOWNHOMES KETCHUM, ID**

108 & 110 RITCHIE DR.
KETCHUM, IDAHO

DRAWING TITLE:

RENDERINGS

SEAL:

PROJECT NUMBER

2305

DRAWING NUMBER:

**G-130**

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VIEW FROM SE RITCHIE DRIVE



AERIAL VIEW

# WARM SPRINGS TOWNHOMES KETCHUM, ID

OWNER:


**108-110 RITCHIE LLC**
P.O. BOX 14001-174
KETCHUM, ID 83340
TEL: 603.801.0419


BUILDING ARCHITECT:


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TEL: 213.784.0014


STRUCTURAL ENGINEER:


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KETCHUM, ID 83340
TEL: 208.726.9512


LANDSCAPE ARCHITECT:


**EGGERS ASSOCIATES**
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PROJECT:

**WARM SPRINGS TOWNHOMES KETCHUM, ID**

108 & 110 RITCHIE DR.
KETCHUM, IDAHO

DRAWING TITLE:

RENDERINGS

SEAL:

PROJECT NUMBER

2305

DRAWING NUMBER:

**G-131**


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SIDEYARD VIEW OF BLDG 4 & BLDG 5 - FRONT



SIDEYARD VIEW OF BLDG 1 & BLDG 2 - REAR

# WARM SPRINGS TOWNHOMES KETCHUM, ID

OWNER:


**108-110 RITCHIE LLC**
P.O. BOX 14001-174
KETCHUM, ID 83340
TEL: 603.801.0419


BUILDING ARCHITECT:


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PROJECT:

**WARM SPRINGS TOWNHOMES KETCHUM, ID**

108 & 110 RITCHIE DR.
KETCHUM, IDAHO

DRAWING TITLE:

RENDERINGS

SEAL:

PROJECT NUMBER

2305

DRAWING NUMBER:

**G-132**


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GRAPHIC SCALE
0 10 20
Scale in Feet

## LEGEND

- BLOCK BOUNDARY
- ADJOINER'S LOT LINE
- EASEMENT
- ROAD CENTERLINE
- 5' CONTOUR INTERVAL (EXISTING)
- 1' CONTOUR INTERVAL (EXISTING)
- FENCE LINE
- RETAINING WALL
- ASPHALT
- STORM DRAIN PROPOSED
- SAWCUT LINE
- 5' CONTOUR INTERVAL
- 1' CONTOUR INTERVAL

## SITE IMPROVEMENT KEY NOTES

- S01 CONSTRUCT HEATED ASPHALT ROADWAY. SEE DETAIL TBD.
- S02 CONSTRUCT ASPHALT ROADWAY / ASPHALT REPAIR. SEE DETAIL TBD.
- S03 CONSTRUCT CONCRETE SIDEWALK, CURB AND GUTTER.
  - a. 6" ROLLED C&G
  - b. CURB TRANSITION
  - c. ZERO REVEAL CURB AND GUTTER
- S04 CONSTRUCT 24" WIDE HEATED CONCRETE VALLEY GUTTER
- S06 INSTALL HEATED SITE PAVERS. SEE LANDSCAPE PLAN FOR DETAILS.
- S07 INSTALL SITE GRASS PAVE. SEE LANDSCAPE PLAN FOR DETAILS.
- S08 CONSTRUCT DRYWELL. SEE DETAIL TBD. PROVIDE MIN. 12-24" SOIL COVER FOR PLANTINGS. REFER TO LANDSCAPE PLANS FOR SOIL COVER REQUIREMENTS.
- S09 CONSTRUCT 30" CATCH BASIN. SEE DETAIL TBD.
- S10 INSTALL TRENCH DRAIN.
- S11 SEE LANDSCAPE SHEETS FOR SITE GRADING AND BOULDER PLACEMENT.

# GRADING & DRAINAGE PLAN
# WARM SPRINGS VILLAGE SUB, 2ND ADD. REV. BLOCK 4, LOT 3A

LOCATED WITHIN SECTION 14, T.4 N., R.17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
PREPARED FOR: PRESIDIO VISTA PROPERTIES

PROJECT INFORMATION
G:\BMAIN\warm springs village\2nd addition\2nd Addition_REVISED\Block 4\23283 Lot 3A 108-110 Ritchie Dr\dwg\Construction\23283 CIVIL.dwg 10/03/25 9:31:29 AM

PROFESSIONAL ENGINEER — REGISTERED — 13788 — 10/3/25 — STATE OF IDAHO — JEFFREY LAMOUREUX

| | |
|---|---|
| DESIGNED BY: | SLS |
| DRAWN BY: | SLS/PSF |
| CHECKED BY: | JL |
| SURVEY DATE: | 06/12/22 |


GALENA–BENCHMARK ENGINEERING
Civil Engineers & Land Surveyors
100 Bell Drive
P.O. Box 733
Ketchum, Idaho 83340
(208) 726-9512
www.benchmark-associates.com

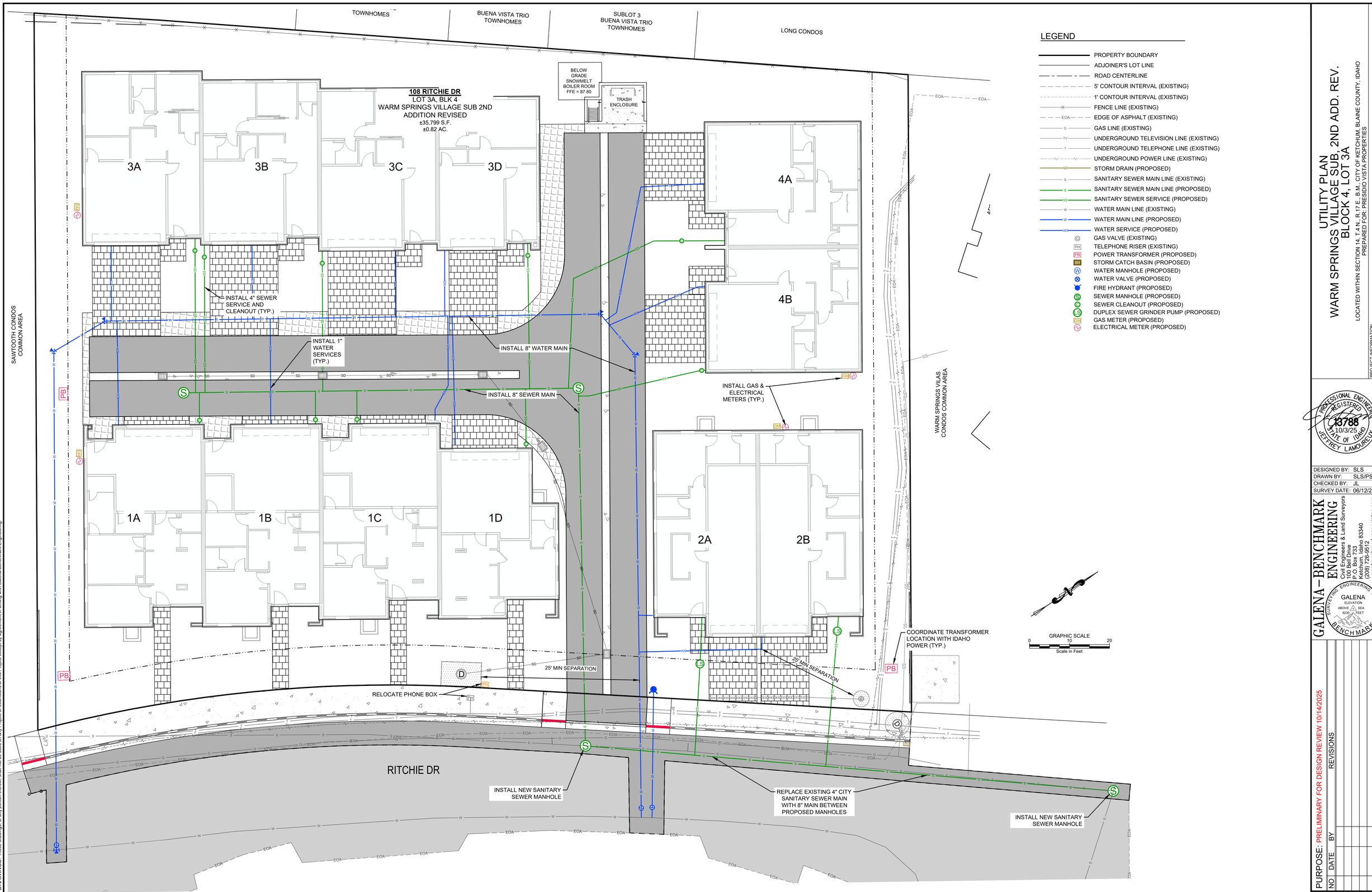

GALENA ELEVATION ABOVE SEA 9230 FEET — SURVEYING ENGINEERING PLANNING — BENCH MARK

PURPOSE: PRELIMINARY FOR DESIGN REVIEW 10/14/2025

| NO | DATE | BY | REVISIONS |
|---|---|---|---|

C1.00


REUSE OF DRAWINGS: These drawings, or any portion thereof, shall not be used on any Project or extensions of this Project except by agreement in writing with Galena-Benchmark Engineering.




## LEGEND

- PROPERTY BOUNDARY
- ADJOINER'S LOT LINE
- ROAD CENTERLINE
- 5' CONTOUR INTERVAL (EXISTING)
- 1' CONTOUR INTERVAL (EXISTING)
- FENCE LINE (EXISTING)
- EDGE OF ASPHALT (EXISTING)
- GAS LINE (EXISTING)
- UNDERGROUND TELEVISION LINE (EXISTING)
- UNDERGROUND TELEPHONE LINE (EXISTING)
- UNDERGROUND POWER LINE (EXISTING)
- STORM DRAIN (PROPOSED)
- SANITARY SEWER MAIN LINE (EXISTING)
- SANITARY SEWER MAIN LINE (PROPOSED)
- SANITARY SEWER SERVICE (PROPOSED)
- WATER MAIN LINE (EXISTING)
- WATER MAIN LINE (PROPOSED)
- WATER SERVICE (PROPOSED)
- GAS VALVE (EXISTING)
- TELEPHONE RISER (EXISTING)
- POWER TRANSFORMER (PROPOSED)
- STORM CATCH BASIN (PROPOSED)
- WATER MANHOLE (PROPOSED)
- WATER VALVE (PROPOSED)
- FIRE HYDRANT (PROPOSED)
- SEWER MANHOLE (PROPOSED)
- SEWER CLEANOUT (PROPOSED)
- DUPLEX SEWER GRINDER PUMP (PROPOSED)
- GAS METER (PROPOSED)
- ELECTRICAL METER (PROPOSED)

# UTILITY PLAN
# WARM SPRINGS VILLAGE SUB, 2ND ADD. REV. BLOCK 4, LOT 3A

LOCATED WITHIN SECTION 14, T.4 N., R.17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
PREPARED FOR: PRESIDIO VISTA PROPERTIES

PROJECT INFORMATION
G:\BM\AW\warm springs village\2nd addition\2nd Addition, REVISED\Block 4\23283 Lot 3A 108-110 Ritchie Dr\dwg\Construction\23283 CIVIL.dwg 10/03/25 8:31:29 AM

PROFESSIONAL ENGINEER REGISTERED 13788 10/3/25 STATE OF IDAHO JEFFREY LAMOUREUX

| | |
|---|---|
| DESIGNED BY: | SLS |
| DRAWN BY: | SLS/PSF |
| CHECKED BY: | JL |
| SURVEY DATE: | 06/12/22 |


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GALENA ELEVATION ABOVE SEA 9230 FEET

PURPOSE: PRELIMINARY FOR DESIGN REVIEW 10/14/2025

| NO | DATE | BY | REVISIONS |
|---|---|---|---|

C2.00


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GALENA TOWNHOMES

SUBLOT 1 BUENA VISTA TRIO TOWNHOMES

SUBLOT 2 BUENA VISTA TRIO TOWNHOMES

SUBLOT 3 BUENA VISTA TRIO TOWNHOMES

LONG CONDOS

NEW 6' FENCE

4" ADS PERF DRAIN PIPE ALONG TOP OF VAULT

SNOWMELT BOILER SUBGRADE

SCREENED DUMPSTER STORAGE

LANDSCAPE BOULDER AND PLANTINGS ON SLOPE

BUILDING 3
FFE 5894.5
3A 3B 3C 3D

BUILDING4
FFE 5894.05
4A 4B

APPROX. BUILDING

EDGE OF EXISTING ASPHALT SHOWN DASHED RED

WARM SPRINGS VILAS CONDOS COMMON AREA

SAWTOOTH CONDOS COMMON AREA

26' FIRE DEPT ACCESS

SNOWMELT DRIVEWAY

GRASS BLOCK W/ DECORATIVE GRAVEL

TRANSFORMER

**108 RITCHIE DR**
LOT 3A, BLK 4
WARM SPRINGS VILLAGE SUB 2ND ADDITION REVISED
±35,799 S.F.
±0.82 AC.

BUILDING 1
FFE 5893.6
1A 1B 1C 1D

BUILDING 2
FFE 5891.81
2A 2B

WINDOW WELL W/ HINGED ACCESS GATE (TYP) SEE ARCHITECTURAL PLANS

START OF NEW 6' FENCE

NEW 4' FENCE

TRANSFORMER

DRYWELL

7' SIDEWALK

EDGE OF EXISTING ASHPALT

TRASH? ADJACENT

START OF NEW 6' FENCE

NEW 4' FENCE

TRANSFORMER

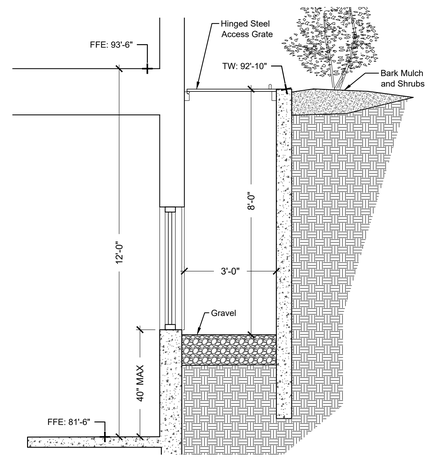
RITCHIE DRIVE

## Plan Legend

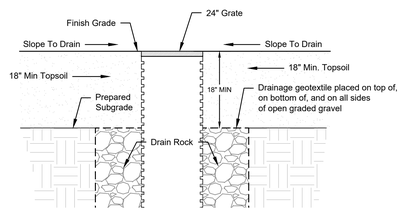
- Property Line
- 5787 Existing Contour
- 95 Proposed Contour
- New Fence
- Boulder Retaining
- Grass Pave
- Pavers
- Concrete
- Gravel
- Lawn Grass
- Natural Grass
- Perennials and Groundcover
- Drywell
- Catch Basin
- Drainage Swale

## Grading Abbreviations

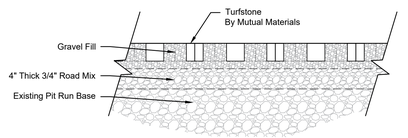
| | |
|---|---|
| EL | SPOT ELEVATION |
| FFE | FINISHED FLOOR ELEVATION |
| HP | HIGH POINT |
| HPS | HIGH POINT OF SWALE |
| TS | TOP OF STAIR |
| BS | BOTTOM OF STAIR |
| TW | TOP OF WALL |
| BW | BOTTOM OF WALL |
| DI | DRAIN INLET ELEVATION |
| DW | DRYWELL RIM ELEVATION |
| TC | TOP OF CURB |
| BC | BOTTOM OF CURB |
| FG | FINISHED GRADE |



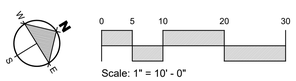

1 Section: Typical Window Well — Scale: 1/2" = 1'-0"




2 Section: Drywell Landscape Integration — Scale: 1/2" = 1'-0"




Detail: Turfstone (Grassblock) — Scale: Not to Scale




/DESIGN REVIEW RESUBMITTAL - 10/03/25

Warm Springs

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landscape architecture
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108 & 110 Richie Drive
Lots 3 & 4
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Ketchum, Idaho

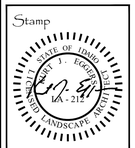
Job No: 23.31

Scale: 1"=10'-0"

| Issue/Revisions: | Date: |
|---|---|
| Concept Update | 07/18/24 |
| Design Review | 11/06/24 |
| DR Resubmission | 03/14/25 |
| DR Resubmission | 06/25/25 |
| DR Resubmission | 07/17/25 |
| DR Resubmission | 08/06/25 |
| DR Resubmission | 10/03/25 |

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Sheet Title: Grading Plan

Sheet No: L2.0

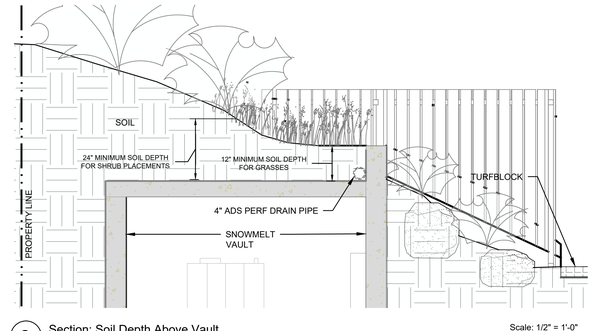



## Plan Legend

- Property Line
- 5787 Existing Contour
- 95 Proposed Contour
- New Fence
- Drainage Swale
- Boulder Retaining
- Drywell
- Catch Basin
- Grass Pave
- Pavers
- Concrete
- Bark Mulch
- Low Height Native Grasses
- Natural Grass
- Perennials and Groundcover

## Plant Legend

| Qty. | Species | Scientific Name | Install Size | Mature Size | Drought Tolerance Water Needs |
|---|---|---|---|---|---|
| **12** | ***Conifer Trees*** | | | | |
| 2 | Colorado Spruce | *Picea pungens* | 8' | 25'-30' | *medium* |
| 5 | Subalpine Fir | *Abies lasiocarpa* | 8' | 20'-25' | *medium* |
| 5 | 'Tannenbaum' Mugo Pine | *Pinus mugo (Tannenbaum)* | 8' | 10'-12' | *low* |
| **15** | ***Deciduous Trees*** | ***2-1/2-3" Cal.*** | | | |
| 7 | Prairifire Crabapple | *Malus x 'Prairifire'* | 2-1/2" Cal. | 10'-15' | *low* |
| 8 | Sargent's Crabapple | *Malus sargentii* | 2-1/2" Cal. | 10'-15' | *low* |
| **126** | ***Deciduous Shrubs*** | | | | |
| 36 | Flame Amur Maple | *Acer ginnala 'Flame* | 5 Gal | 6'-8' | *medium* |
| 30 | Serviceberry | *Amelanchier alnifolia* | 5 Gal | 4'-6' | *medium* |
| 30 | Snowberry | *Symphoricarpos alba* | 5 Gal | 4'-6' | *medium* |
| 30 | Red-twig Dogwood | *Cornus sericea* | 5 Gal | 4'-6' | *medium* |
| 50 | Birchleaf Spirea | *Spiraea betulifolia 'Tor'* | 1 Gal | 3' | *medium* |
| 50 | Goldfinger Potentilla | *Potentilla fruticosa 'Goldfinger'* | 1 Gal | 3' | *medium* |
| **31** | ***Evergreen Shrubs*** | | | | |
| 31 | Dwarf Mugo Pine | *Pinus mugo var. pumilio* | 5 Gal | 4'-6' | *low* |
| ***600 sq.ft.*** | Various | ***Perennial Flowers*** | ***Flats@8"O.C.*** | | |
| ***2,900 sq.ft.*** | | ***Grasses*** Lawn Mix | ***Hydroseed*** | | |
| ***3,000 sq.ft.*** | | ***Natural Grasses*** Smooth Broome | ***Hydroseed*** | | |




2 Section: Soil Depth Above Vault — Scale: 1/2" = 1'-0"

N W E S

0 5 10 20 30

Scale: 1" = 10' - 0"

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Warm Springs

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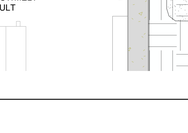
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| DR Resubmission | 08/04/25 |
| DR Resubmission | 10/03/25 |

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Sheet Title: Landscape Plan

Sheet No: L3.0

GALENA TOWNHOMES

SUBLOT 1 BUENA VISTA TRIO TOWNHOMES

SUBLOT 2 BUENA VISTA TRIO TOWNHOMES

SUBLOT 3 BUENA VISTA TRIO TOWNHOMES

LONG CONDOS

SAWTOOTH CONDOS COMMON AREA

6' HIGH FENCING

3A 3B 3C 3D

BUILDING 3

FFE 5894.5

4A

BUILDING4

FFE 5894.05

4B

APPROX BUILDING

WARM SPRINGS VILAS CONDOS COMMON AREA

6' HIGH FENCING

APPROX BUILDING

APPROX BUILDING

**108 RITCHIE DR**
LOT 3A, BLK 4
WARM SPRINGS VILLAGE SUB 2ND ADDITION REVISED
±35,799 S.F.
±0.82 AC.

BUILDING 1

FFE 5893.6

1A 1B 1C 1D

BUILDING 2

FFE 5891.81

2A 2B

30' FROM PROPERTY LINE
4' HIGH FENCING

30' FROM PROPERTY LINE
4' HIGH FENCING

TRASH/ ADJACENT

EDGE OF EXISTING ASHPALT

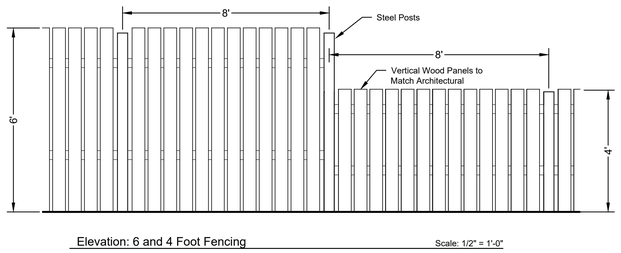
RITCHIE DRIVE

## Plan Legend

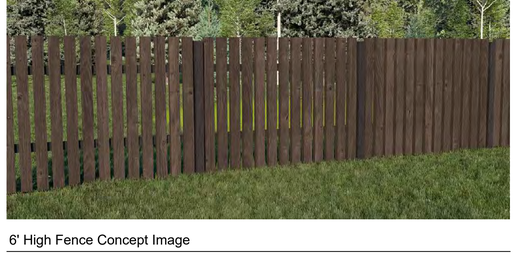
- Property Line
- 5787 Existing Contour
- 95 Proposed Contour
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- Pavers
- Concrete

## Fence Legend

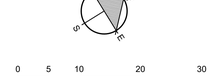
- 6 Foot High Fence
- 4 Foot High Fence




Elevation: 6 and 4 Foot Fencing Scale: 1/2" = 1'-0"



6' High Fence Concept Image




Scale: 1" = 10' - 0"

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STATE OF IDAHO — JAMES J. EGGERS — LICENSED LANDSCAPE ARCHITECT — LA - 212

Sheet Title: Fencing Plan

Sheet No: L3.2



Flowering Crab Trees (8 Feet Installation Height)





Fir Tree (6 - 8 Feet Installation Height)



Spruce Tree (6 - 8 Feet Installation Height)



Mugo Pine Tree (6 - 8 Feet Installation Height)



Streetside Example: Low Natural Grass (Scottish Links)

## PLANT MATERIALS













## STREET PLANTING EXAMPLES



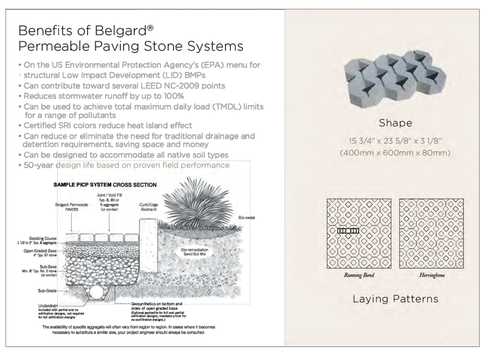
Transformer Screening



Bark Mulch and Path



Landscape Boulders With Plantings




Driveable Permeable Pavers / Filled with Decorative Gravel

## HARDSCAPE MATERIALS

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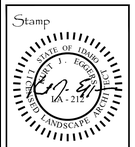
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| DR Resubmission | 07/17/25 |
| DR Resubmission | 08/04/25 |
| DR Resubmission | 10/03/25 |

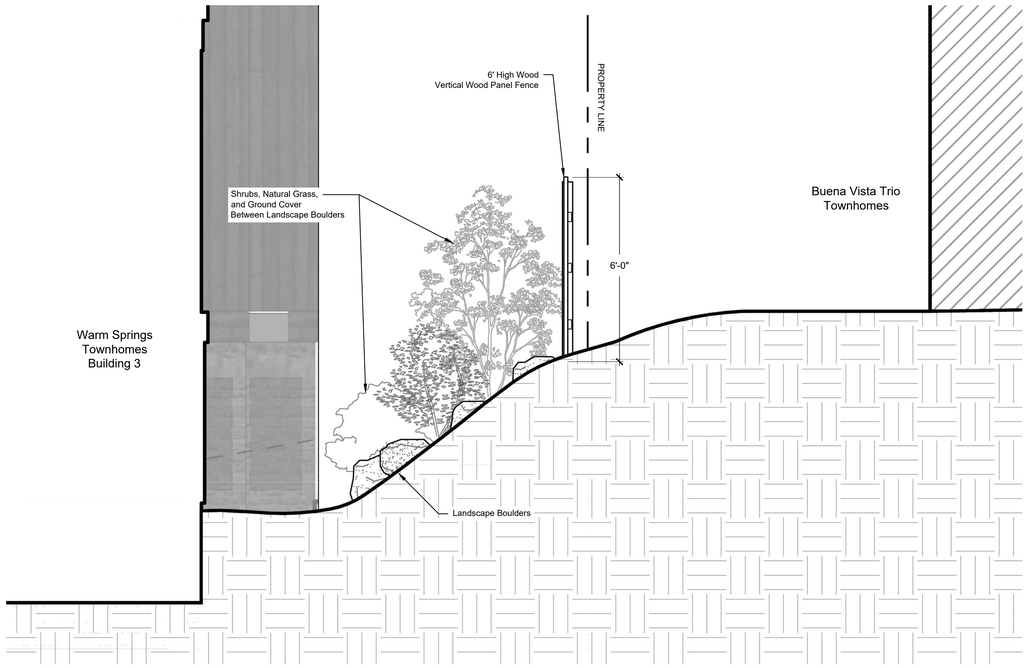
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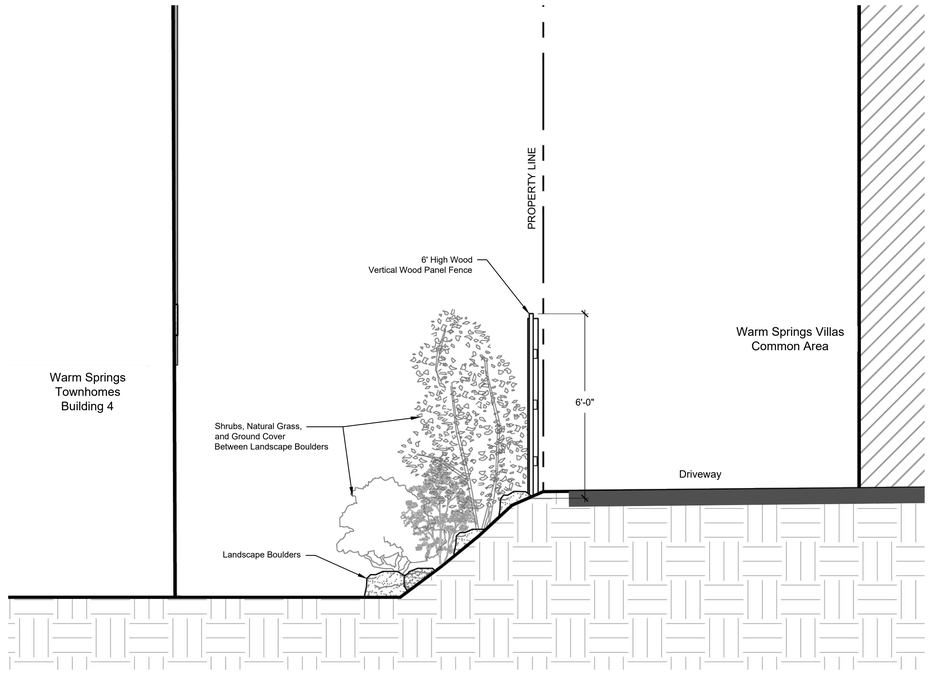



Sheet Title: Plant Materials

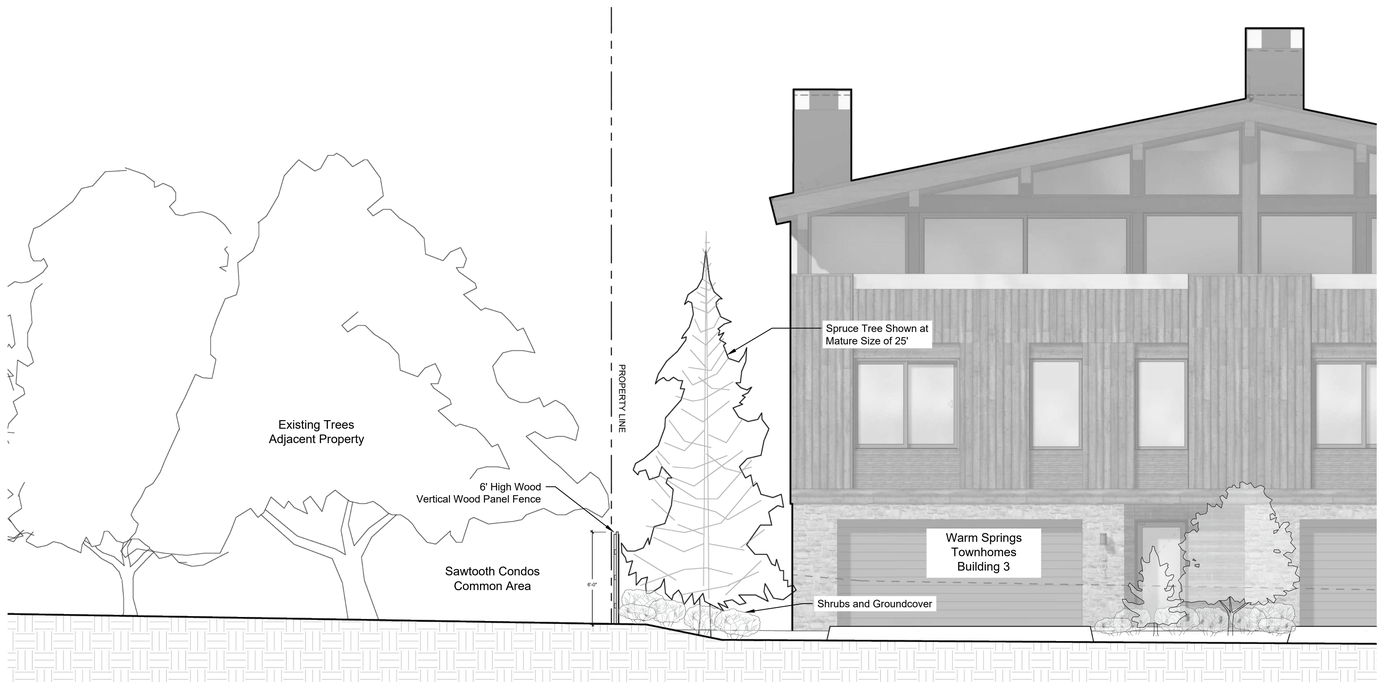
Sheet No: L4.0




1 Section: Building 3 Scale: 1/2" = 1'-0"




2 Section: Adjacent Driveway & Building 4 Scale: 1/2" = 1'-0"




3 Elevation: Adjacent Common Area & Building 3 Scale: 1/4" = 1'-0"

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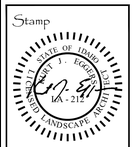
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Sheet Title: Site Sections

Sheet No: L5.0

## ABBREVIATIONS

| | | | |
|---|---|---|---|
| CD | CONDENSATE DRAIN | MV | MIXING VALVE |
| CONT | CONTINUATION | O/H | OVERHEAD |
| CW | COLD WATER | G | NATURAL GAS |
| DN | DOWN | PD | PUMPED DISCHARGE |
| ET | EXPANSION TANK | PRV | PRESSURE REDUCING VALVE |
| EWC | ELECTRIC WATER COOLER | RP | RECIRCULATION PUMP |
| ex. | EXISTING | S, SAN | SANITARY |
| FCO | FLOOR CLEANOUT | SH | SHOWER |
| FD | FLOOR DRAIN | SK | SINK |
| FHB | FREEZEPROOF HOSE BIBB | TP | TRAP PRIMER |
| FS | FLOOR SINK | TYP | TYPICAL |
| FRH | FREEZEPROOF ROOF HYDRANT | UR | URINAL |
| FWH | FREEZEPROOF WALL HYDRANT | V | VENT |
| GCO | GRADE CLEANOUT | VTR | VENT THROUGH ROOF |
| GI | GREASE INTERCEPTOR | WC | WATER CLOSET |
| HB | HOSE BIBB | W.C. | WATER COLUMN |
| HD | HUB DRAIN | WCO | WALL CLEANOUT |
| HWS | HOT WATER SUPPLY | WHA | WATER HAMMER ARRESTER |
| HWR | HOT WATER RETURN | WMB | WASHING MACHINE BOX |

## LEGEND

| | |
|---|---|
| | COLD WATER PIPE |
| | HOT WATER PIPE |
| | HOT WATER RETURN PIPE |
| S | SANITARY PIPE |
| | VENT PIPE |
| G | NATURAL GAS PIPE |
| GW | GREASE WASTE PIPE |
| | PIPE UP / PIPE DOWN |
| | PIPE TEE FROM TOP / TEE FROM BOTTOM |
| | PIPE CAP / PIPE CONTINUATION |
| | DIRECTIONAL FLOW ARROW |
| | BALL VALVE / CHECK VALVE |
| | MIXING VALVE / PRESSURE REDUCING VALVE |
| | FLOOR DRAIN / FLOOR SINK |
| | WATER HAMMER ARRESTOR |
| | GAS COCK / GAS SOLENOID VALVE |
| | P-TRAP |
| | HUB DRAIN |
| | FLOOR CLEANOUT / GRADE CLEANOUT |
| | VENT THROUGH ROOF |
| | PIPE CLEANOUT / WALL CLEANOUT |

## LEGEND

| SYMBOLS | DESCRIPTION |
|---|---|
| | DUCT UP |
| | DUCT UP |
| | DUCT DOWN |
| UNIT # | EQUIPMENT TYPE<br>EQUIPMENT NUMBER. WHERE A LETTER IS USED, THERE ARE MULTIPLE INSTANCES. |

## SPECIFICATIONS

IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE LOCAL GAS UTILITY PROVIDER TO CONFIRM THE AVAILABILITY OF THE INDICATED DESIGN DELIVERY PRESSURE PRIOR TO COMMENCING WORK.

ALL GAS PIPING SHALL BE INSTALLED IN STRICT ACCORDANCE WITH THE INTERNATIONAL FUEL GAS CODE AND NFPA 54.

ABOVE GRADE GAS PIPING SHALL BE SCHEDULE 40 BLACK STEEL (ASTM A53/A53M). FITTINGS SHALL BE ASME B16.3 MALLEABLE IRON OR ASTM A234/A234M WROUGHT STEEL WELDING TYPE. JOINTS SHALL BE THREADED OR WELDED TO ASME B31.1.

BELOW GRADE GAS PIPING SHALL BE FLEXIBLE POLYETHYLENE TUBING AND SHALL COMPLY WITH ASTM D2513 AND CSA B137.4, AND SHALL BE INSTALLED IN ACCORDANCE WITH IFGC SECTION 402.11.2. PROVIDE MANUFACTURED RISER ASSEMBLY TO TRANSITION FROM TUBING TO ABOVEGROUND METALLIC PIPING.

SHUTOFF VALVES SHALL BE PROVIDED AND LOCATED IN PLACES SO AS TO PROVIDE ACCESS FOR OPERATION AND SHALL BE INSTALLED SO AS TO BE PROTECTED FROM DAMAGE.

ALL GAS FIRED APPLIANCES ARE PROVIDED WITH A GAS PRESSURE OF 7"W.C. AT FINAL EQUIPMENT CONNECTION. IF 7"W.C. EXCEEDS EQUIPMENTS SPECIFIC INLET PRESSURE REQUIREMENT, CONTRACTOR SHALL PROVIDE APPROPRIATE PRESSURE REGULATING VALVE.

GAS PIPING ON ROOF SURFACES SHALL BE ELEVATED NO LESS THAN 3½" INCHES ABOVE ROOF SURFACE AND SHALL BE CLAMPED TO RUBBER CHANNEL SUPPORTS (MIPAB C10 SERIES OR EQUAL). PROVIDE SUPPORT AT EVERY ELBOW. THE MAXIMUM SPACING OF SUPPORTS SHALL BE: ½" PIPE: 5'-0", ¾" TO 1¼" PIPING: 6'-0", 1½" AND LARGER: 12'-0". VERTICAL PIPING SHALL BE SUPPORTED AT BASE, TOP AND AT 10' INTERVALS (MINIMUM).

ALL EXTERIOR GAS PIPING ON ROOF SHALL BE PRIMED AND PAINTED O.S.H.A. YELLOW. GAS PIPING RUNNING ON EXTERIOR WALLS SHALL BE PRIMED AND PAINTED TO MATCH BUILDING WALL.

EXPOSED GAS PIPING SHALL BE IDENTIFIED BY A YELLOW LABEL MARKED 'GAS' IN BLACK LETTERS. ALL PIPING GREATER THAN 7"W.C. SERVICE PRESSURE SHALL BE IDENTIFIED BY A YELLOW LABEL WITH BLACK LETTERS INDICATING THE PIPING SYSTEM PRESSURE. THE SYSTEM SHALL BE MARKED AT THE BEGINNING, ALL ENDS AND AT INTERVALS NOT EXCEEDING 5 FEET ALONG ITS EXPOSED LENGTH.

BALL VALVES: THREE PIECE BODY, FULL PORT, CHROME PLATED BALL, BLOWOUT PROOF STEM, TFE SEATS, UL LISTED FOR FLAMMABLE LIQUIDS, 600 PSI WOG, THREADED ENDS.

PRESSURE REGULATOR VALVE: SINGLE STAGE AND SUITABLE FOR NATURAL GAS, STEEL JACKET AND CORROSION RESISTANT COMPONENTS, THREADED FOR REGULATORS NPS 2 AND SMALLER. PROVIDE SHUTOFF VALVE IMMEDIATELY AHEAD OF REGULATOR, AND INSTALL TEST PORTS ON EITHER SIDE REGULATOR, WITH UPSTREAM TEST PORT DOWNSTREAM OF SHUTOFF VALVE. REGULATORS SHALL BE INSTALLED PER IFGC SECTION 410. FOR 2PSI INLET, PROVIDE MAXITROL 325-1/ SERIES. PROVIDE VENT PROTECTOR FOR EXTERIOR APPLICATIONS. FOR INTERIOR APPLICATIONS, VENT SHALL BE PIPED TO THE EXTERIOR WITH TURNDOWN AND SCREEN PROTECTOR (REGULATOR EQUIPPED WITH FACTORY PROVIDED VENT LIMITER IS ACCEPTABLE WHERE APPROVED BY THE LOCAL JURISDICTION).

SHUTOFF VALVES SHALL BE PROVIDED IN ACCORDANCE WITH IFGC 409. INSTALL MANUAL GAS SHUTOFF VALVE FOR EACH GAS APPLIANCE AHEAD OF CORRUGATED STAINLESS STEEL TUBING OR COPPER CONNECTOR. SHUTOFF SHALL BE WITHIN 6' OF APPLIANCE.

INSTALL UNIONS IN PIPES NPS 2 AND SMALLER, ADJACENT TO EACH VALVE, AT FINAL CONNECTION TO EACH PIECE OF EQUIPMENT.

ALL GAS PIPING INSTALLED BENEATH THE BUILDING SLAB SHALL BE ENCASED IN WROUGHT IRON CONDUIT. PIPING SHALL BE PROTECTED AND INSTALLED ACCORDING TO THE INTERNATIONAL FUEL GAS CODE SECTION 404.14.

TANK TYPE WATER HEATERS
WATER HEATERS SHALL BE U.L. LISTED AND SHALL MEET OR EXCEED THE STANDBY LOSS REQUIREMENTS OF U.S. DEPT. OF ENERGY AND CURRENT EDITION OF ASHRAE/IESNA 90.1.

WATER HEATERS SHALL HAVE 150PSI WORKING PRESSURE AND BE EQUIPPED WITH EXTRUDED HIGH DENSITY ANODE ROD AND HIGH TEMPERATURE CUTOFF SWITCH. WATER HEATERS SHALL BE THERMOSTATICALLY CONTROLLED AND SET TO 120° UNLESS OTHERWISE NOTED. WATER HEATERS SHALL BE INSTALLED ON SUSPENDED PLATFORM, STEEL STAND OR CONCRETE PAD, AS INDICATED ON DRAWINGS.

WATER HEATERS SHALL HAVE A MINIMUM 3 YEAR LIMITED WARRANTY.

WATER HEATERS SHALL BE INSTALLED LEVEL AND PLUMB. FIELD COORDINATE EXACT WATER HEATER LOCATION. MAINTAIN MANUFACTURER'S RECOMMENDED CLEARANCES, AND INSTALL SUCH THAT CONTROLS AND DEVICES ARE ACCESSIBLE FOR SERVICING.

INSTALL SHUTOFF VALVES IN COLD WATER INLET AND HOT WATER OUTLET. INSTALL THERMOMETER ON HOT WATER OUTLET. WATER HEATER SHALL HAVE ASME RATED COMBINATION TEMPERATURE AND PRESSURE RELIEF VALVE IN TOP PORTION OF TANK (FACTORY OR FIELD INSTALLED). PIPE RELIEF VALVE OUTLET TO FLOOR DRAIN, MOP SINK, INDIRECT WASTE RECEPTOR OR TO EXTERIOR. MAINTAIN CONTINUOUS DOWNWARD PITCH TOWARD DISCHARGE LOCATION, AND PROVIDE AIR GAP AT DISCHARGE LOCATION. WHERE WATER HEATER DRAIN PAN IS INDICATED ON PLANS, ROUTE DRAIN TO SAME LOCATION AS RELIEF VALVE AND DISCHARGE WITH AIR GAP.

HANGERS AND SUPPORTS
HANGERS SHALL BE COMPLETE WITH RODS AND SUPPORTS PROPORTIONED TO THE SIZE OF PIPE TO BE SUPPORTED, IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.

SIZE HANGERS FOR INSULATED PIPING TO BEAR ON OUTSIDE OF INSULATION. PROVIDE INSULATION PROTECTORS AT HANGERS BEARING ON THE OUTSIDE OF INSULATION. PROVIDE A RIGID INSERT OR RIGID INSULATION AT EACH INSULATION PROTECTOR.

WHERE SEVERAL PIPES ¾" AND SMALLER RUN PARALLEL AND IN THE SAME PLANE, THEY MAY BE SUPPORTED ON GANG OR MULTIPLE HANGERS. LARGER PIPING SHALL BE INDEPENDENTLY HUNG, RUN PARALLEL AND BE EQUALLY SPACED.

PIPING SHALL BE SUPPORTED IN ACCORDANCE WITH IPC SECTION 308, AND SPACING OF HANGERS SHALL NOT EXCEED THE LIMITS SET FORTH IN TABLE 308.5. PIPES SHALL BE SUPPORTED WITHIN 1'-0" OF EACH ELBOW.

VERTICAL PIPE SUBJECT TO MOVEMENT SHALL BE SUPPORTED FROM THE WALL BY MEANS OF A PIPE CLAMP.

SUPPORT DOMESTIC WATER PIPING IN SPACES BEHIND PLUMBING FIXTURES BY BRACKETS AND U-BOLTS SECURED TO WASTE AND VENT STACKS. SIZE U-BOLTS TO BEAR ON THE PIPING.

AFTER HANGER RODS ARE INSTALLED IN FINISHED CONCRETE CEILING, FILL THE REMAINING OPENING WITH CEMENT SO THAT NO HOLE SHOWS AT THE CEILING.

WHERE COPPER PIPING IS USED, NONFERROUS METAL SUPPORT(S) OR PROPER ISOLATION BETWEEN DISSIMILAR MATERIALS SHALL BE PROVIDED.

PIPE HANGERS AND SUPPORTS SHALL BE FURNISHED AND INSTALLED IN ACCORDANCE WITH RECOMMENDATIONS SET FORTH IN MANUFACTURER'S STANDARDIZATION SOCIETY STANDARD PRACTICES NO. SP-69 AND SP-58.

SLEEVES
SLEEVES SHALL BE PROVIDED WHERE PIPES PASS THROUGH WALLS, FLOORS AND ROOFS.
PROVIDE STANDARD WEIGHT STEEL SLEEVES IN CONCRETE AND MASONRY CONSTRUCTION, PROVIDE 26GA GALVANIZED SHEET METAL SLEEVES IN INTERIOR DRYWALL CONSTRUCTION. SLEEVES SHALL BE THE FULL THICKNESS OF WALLS AND SHALL ALLOW FOR THE FULL THICKNESS OF PIPE INSULATION, WHERE APPLICABLE.

SLEEVES MAY BE OMITTED WHEN OPENINGS ARE CORE DRILLED FOR CONCEALED VERTICAL AND HORIZONTAL PIPING. SLEEVES ARE NOT REQUIRED AT INDIVIDUAL PLUMBING FIXTURES OR IN CONCRETE FLOOR SLABS ON GRADE, UNLESS OTHERWISE NOTED.

SLEEVES FOR ALL PIPING PENETRATING FIRE RATED WALLS AND FLOORS SHALL BE PROVIDED WITH 3M PIPE BARRIER NO. CP-25 FIRE PROOFING CAULKING, OR EQUAL, IN ANNULAR SPACE BETWEEN SLEEVE AND PIPING. CONTRACTOR SHALL VERIFY THE RATING OF THE WALL AND CONFIRM THE PENETRATION PROTECTION PROVIDED MEETS THAT RATING.

PENETRATIONS THROUGH OUTSIDE WALLS SHALL BE WATERTIGHT. CAULK BETWEEN PLUMBING PIPE AND SLEEVE. PACK WITH FIBERGLASS AND CAULK, 1" DEEP AT EACH FACE WITH NON-HARDENING SEALANT BETWEEN PIPE AND SLEEVE.

WASTE AND VENT PIPING SYSTEMS AND ACCESSORIES
SANITARY PIPING SHALL BE PVC SCHEDULE 40 SOLID WALL PIPE AND DWV FITTING SYSTEM.

PIPE AND FITTINGS SHALL BE MANUFACTURED FROM PVC COMPOUND WITH A CELL CLASS OF 12454 PER ASTM D-1784 AND CONFORM WITH NATIONAL SANITATION FOUNDATION (NSF) STANDARD 14. PIPE SHALL BE IRON PIPE SIZE (IPS) CONFORMING TO ASTM D-1785 AND ASTM D-2665. INJECTION MOLDED FITTINGS SHALL CONFORM TO ASTM D-2665. FABRICATED FITTINGS SHALL CONFORM TO ASTM F-1866. SOLVENT CEMENTS SHALL CONFORM TO ASTM D-2564. PRIMER SHALL CONFORM TO ASTM F-656. BURIED PIPE SHALL CONFORM TO ASTM D-2321.

WASTE AND VENT PIPING SHALL BE TESTED IN ACCORDANCE WITH THE GOVERNING CODES. AT A MINIMUM, WASTE PIPING SHALL BE TESTED WITH AT LEAST 10 FOOT OF WATER HEAD PRESSURE APPLIED.

ALL VENTS THROUGH ROOF SHALL BE LOCATED AT LEAST 10'-0" AWAY FROM ANY AIR INTAKE, EVAPORATIVE COOLER, OR ANY OTHER DEVICE THAT WOULD DRAW AIR FROM THE VENT. FLASH AROUND ALL PIPES PENETRATING THROUGH ROOF WITH STANDARD MANUFACTURED FLASHINGS. FLASHING SHALL BE SHEET METAL WITH RUBBER GASKETS AND SHALL EXTEND INTO ROOFING AND UP PIPE DISTANCES IN ACCORDANCE WITH THE LOCAL CODE.

NO DOUBLE COMBINATION FITTINGS MAY BE UTILIZED IN THE HORIZONTAL.

WHERE TWO HORIZONTAL PIPES (BACK-TO-BACK WATER CLOSETS OR TWO SANITARY BRANCHES) COMBINE IN THE VERTICAL, A DOUBLE COMBINATION WYE EIGHTH BEND FITTING SHALL BE INSTALLED. DOUBLE SANITARY TEE OR SANITARY CROSS IS NOT ACCEPTABLE.

WHERE DRAWINGS REQUIRE CONNECTION TO EXISTING SANITARY SEWER PIPING IN BUILDING, IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD DETERMINE EXACT LOCATION, DEPTH AND DIRECTION OF FLOW PRIOR TO COMMENCING WORK. CONTRACTOR SHALL ALERT ARCHITECT/ENGINEER IF THERE IS A POTENTIAL ISSUE MAINTAINING PROPER SLOPE IN CONNECTING TO EXISTING, OR IF THERE IS A MORE DIRECT CONNECTION POSSIBLE. CONTRACTOR SHALL CONFIRM THAT ANY EXISTING PIPING TO BE REUSED IS CLEAN, FREE OF DEFECTS, ADEQUATELY SLOPED (¼"/FT MINIMUM) AND THAT THERE ARE NO DIPS THAT COULD HOLD WATER. PROVIDE CAMERA SCOPING TO DOCUMENT THIS INFORMATION. CONTRACTOR SHALL ALERT ARCHITECT/ENGINEER OF ANY DEFICIENCIES.

DOMESTIC WATER SYSTEMS AND ACCESSORIES
WATER PIPING ABOVE SLAB: TYPE 'L' HARD DRAWN COPPER TUBING, ASTM B88, WROUGHT SOLDER JOINTS, ANSI B16.22.

WATER PIPING BELOW SLAB: TYPE 'K' SOFT DRAWN COPPER TUBING, WITH NO JOINTS BELOW SLAB, ASTM B88.

ALL DOMESTIC HOT WATER PIPING SHALL HAVE A MINIMUM PRESSURE RATING OF 100PSI AT 180°F.

DOMESTIC WATER PIPING SHALL BE TESTED IN ACCORDANCE WITH ALL GOVERNING CODES. PIPING SHALL BE PURGED OF DELETERIOUS MATTER AND DISINFECTED PRIOR TO UTILIZATION. PIPING TO BE FLUSHED AND STERILIZED IN ACCORDANCE WITH IPC 610.1 AND ALL APPLICABLE LOCAL AND STATE HEALTH DEPARTMENT STANDARDS.

BALL VALVES SHALL BE TWO-PIECE BRONZE BODY, LARGE PORT WITH SOLID, SMOOTH BORE CHROME PLATED BRASS BALL. SEATS SHALL BE REINFORCED TFE WITH TEFLON PACKING RING AND THREADED ADJUSTABLE PACKING NUT. PROVIDE STEM EXTENSION AS NEEDED TO PROVIDE HANDLE ON OUTSIDE OF PIPE INSULATION. VALVES SHALL BE APOLLO 70 OR EQUAL.

BACKFLOW PREVENTERS SHALL BE INSTALLED IN ACCESSIBLE LOCATIONS FOR EASE OF TESTING AND SERVICING. FOR BACKFLOW PREVENTERS WITH VENT CONNECTIONS, ROUTE VENT LINE TO NEAREST DRAIN AND DISCHARGE WITH AIR GAP. BACKFLOW PREVENTERS SHALL BE TESTED IN ACCORDANCE WITH IPC 312.10.2. CONTRACTOR SHALL PROVIDE CERTIFICATIONS THAT STATE DEVICES HAVE BEEN TESTED AND APPROVED.

THERMOMETERS SHALL BE 9" ADJUSTABLE ANGLE, 30°-180°F RANGE (TRERICE BX9 OR EQUAL). PRESSURE GAUGES SHALL BE 4½" DIAL SIZE, 0-160PSI (TRERICE 600CB OR EQUAL).

CONTRACTOR SHALL FIELD VERIFY INCOMING DOMESTIC WATER PRESSURE TO CONFIRM ADEQUATE PRESSURE TO SERVE THE DOMESTIC WATER SYSTEM. CONTRACTOR SHALL ALERT ENGINEER TO A POTENTIAL LOW PRESSURE CONDITION. WHERE PRESSURE EXCEEDS 80PSI, PROVIDE PRESSURE REGULATING VALVE (WATTS LF223) AND UPSTREAM STRAINER (WATTS LSF777).

CONTRACTOR SHALL FIELD COORDINATE LOCATION OF ACCESSIBLE ISOLATION VALVES ON DOMESTIC HOT & COLD WATER SUPPLIES TO FIXTURES OR GROUPS OF FIXTURES SUCH THAT THEY MAY BE SHUT OFF FOR SERVICING. SERVICE AND HOSE BIBB VALVES SHALL BE IDENTIFIED. ALL OTHER VALVES INSTALLED IN LOCATIONS THAT ARE NOT ADJACENT TO THE FIXTURE(S) SHALL BE IDENTIFIED, INDICATING THE FIXTURE(S) SERVED.

INSULATION
INSULATE ALL DOMESTIC HOT WATER AND HOT WATER RECIRCULATION PIPING IN ACCORDANCE WITH IECC TABLE C403.2.10. PIPE UP TO 1¼": 1" THICK INSULATION. PIPE 1½" OR LARGER: 1½" THICK INSULATION

INSULATE ALL HORIZONTAL COLD WATER PIPING LOCATED ABOVE CEILING, VERTICAL PIPING LOCATED IN AN EXTERIOR WALL, EXPOSED PIPING (I.E. MECH ROOMS). PIPE UP TO 1"-½" THICK. PIPING 1½" AND OVER: 1" THICK INSULATION. ALL WATER AND DRAINAGE PIPING INSTALLED IN EXTERIOR WALLS SHALL BE WRAPPED IN 1" THICK PIPE INSULATION AND BE LOCATED ON THE INTERIOR SIDE OF THE BUILDING INSULATION. IF INSTALLED IN EXTERIOR BLOCK WALLS, INTERSTITIAL SPACES SHALL BE FILLED WITH FOAM INSULATION.

ALL JOINTS SHALL BE SEALED WITH MATCHING VAPOR BARRIER TAPE.

INSULATION SHALL HAVE A K-FACTOR (AVERAGE THERMAL CONDUCTIVITY) NOT TO EXCEED 0.27 BTU-IN/HR x SQFT x °F.

PROTECTION OF PIPING
PIPING PASSING UNDER FOOTINGS OR THROUGH FOUNDATION WALLS SHALL BE PROVIDED WITH A SLEEVE TWICE THE DIAMETER OF THE PIPE. OPEN ENDS OF SLEEVES SHALL BE SEALED. PIPING PASSING THROUGH CONCRETE OR CINDER WALLS AND FLOORS OR OTHER CORROSIVE MATERIAL SHALL BE PROTECTED IN ACCORDANCE WITH IPC 305.1. ALL PIPING INSTALLED THROUGH HOLES OR NOTCHES IN STUDS, JOISTS, RAFTERS OR SIMILAR MEMBERS SHALL BE PROTECTED BY STEEL SHIELD PLATES IN ACCORDANCE WITH IPC 305.6. VERTICAL STACKS IN WOOD CONSTRUCTION SHALL BE PROTECTED FROM BUILDING SETTLING WITH COMPRESSION/EXPANSION FITTINGS AND PIPE CLAMPS INSTALLED PER MANUFACTURER'S RECOMMENDATIONS (FERNCO XJ SERIES OR EQUAL).

## SPECIFICATIONS

APPLICABLE CODES:

INTERNATIONAL FIRE CODE (IFC), 2018 EDITION
2020 IFC CO AMENDMENTS
INTERNATIONAL PLUMBING CODE (IPC), 2018 EDITION
2020 IPC CO AMENDMENTS
INTERNATIONAL MECHANICAL CODE (IMC), 2018 EDITION
2020 IMC CO AMENDMENTS
INTERNATIONAL FUEL GAS CODE (IFGC), 2018 EDITION
2020 IFGC CO AMENDMENTS
INTERNATIONAL ENERGY CONSERVATION CODE (IECC), 2018 EDITION
2020 SUPPLEMENTS AND AMENDMENTS

GENERAL NOTES:

REFER TO ARCHITECTURAL REFLECTED CEILING PLANS FOR EXACT LOCATION OF ALL CEILING MOUNTED EQUIPMENT.

ALL DUCT DIMENSIONS INDICATED IN THESE DOCUMENTS ARE INSIDE-CLEAR DIMENSIONS.

PORTIONS OF DUCTWORK OR PIPING VISIBLE THROUGH GRILLES AND REGISTERS IN FINISHED AREAS SHALL BE PAINTED FLAT BLACK. PAINT BLACK BEHIND ALL GRILLES.

ALL WIRING IN THE CEILING PLENUM SHALL BE PLENUM RATED CABLE.

MOUNTING FRAME OF CEILING MOUNTED AIR DISTRIBUTION DEVICES SHALL BE COMPATIBLE WITH CEILING TYPE. REFER TO ARCHITECTURAL DRAWINGS FOR CEILING TYPE.

ALL FIRE SEPARATIONS MUST BE PROTECTED WHEN APPLICABLE.

PROVIDE NEW FILTERS (MERV 7 OR BETTER PER OWNER) FOR ALL APPLICABLE HVAC EQUIPMENT AT THE END OF CONSTRUCTION.

ALL MATERIAL IN PLENUM MUST MEET FIRE AND SMOKE SPREAD AS REQUIRED BY NFPA 90A.

ALL ROOF PENETRATIONS TO BE 12" APART AND AT LEAST 12" AWAY FROM CURBS, WALLS, AND DRAIN SUMPS TO PROVIDE ROOFING CONTRACTOR WITH SUFFICIENT ACCESS FOR FLASHING EACH ROOF PENETRATION.

SUBSTITUTIONS MUST BE APPROVED IN WRITING BY ARCHITECT PRIOR TO BID SUBMISSION.

CONTRACTOR SHALL REVIEW ALL CONTRACT DOCUMENTS AND SHALL BE FAMILIAR WITH THE SCOPE AND REQUIREMENTS OF THIS PROJECT. ANY DISCREPANCIES OR LACK OF CLARITY IN THE DOCUMENTS SHALL BE IDENTIFIED TO THE ARCHITECT OR ENGINEER PRIOR TO THE SUBMISSION OF PRICING BIDS. WITH A SUBMITTED BID, CONTRACTOR IS ACCEPTING THESE DOCUMENTS AS SUFFICIENT DEFINITION OF THE SCOPE OF WORK, AND ANY ADDITIONAL COSTS BASED ON UNCLARITY OF CONTRACT DOCUMENTS WILL NOT BE CONSIDERED.

THE CONTRACTOR SHALL REFERENCE THE FULL SET OF CONSTRUCTION DOCUMENTS DURING PRICING AND CONSTRUCTION FOR COORDINATION BETWEEN DISCIPLINES RELATIVE TO THE MECHANICAL SCOPE.

EXISTING CONDITIONS:

CONTRACTOR SHALL VISIT THE SITE AND UNDERSTAND JOB CONDITIONS BEFORE SUBMITTING A PROPOSAL. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY LOCATIONS AND SIZES OF ALL EXISTING UTILITY SERVICES PRIOR TO SUBMITTING HIS PROPOSAL. NO CONSIDERATION WILL BE GIVEN TO CLAIMS FOR EXTRA COST ARISING FROM CONTRACTOR'S FAILURE TO BE FULLY COGNIZANT OF JOB OR SITE CONDITIONS EXISTING AT TIME OF ACCEPTANCE OF BID.

ACTIVE SERVICES: WHEN ENCOUNTERED IN WORK, PROTECT, BRACE, SUPPORT EXISTING ACTIVE SEWERS, GAS AND OTHER SERVICES REQUIRED FOR PROPER EXECUTION OF WORK. IF EXISTING ACTIVE SERVICES ARE ENCOUNTERED THAT REQUIRE RELOCATION, RELOCATE AS APPROVED. DO NOT PREVENT OR DISTURB OPERATION OF ACTIVE SERVICES THAT ARE TO REMAIN.

INACTIVE SERVICES: WHEN ENCOUNTERED IN WORK, REMOVE, CAP OR PLUG INACTIVE SERVICES, AS INDICATED.

INTERRUPTION OF SERVICES: WHERE WORK MAKES TEMPORARY SHUT-DOWNS OF SERVICES UNAVOIDABLE, SHUT DOWN AT NIGHT, OR AT SUCH TIMES AS APPROVED BY OWNER, WHICH WILL CAUSE LEAST INTERFERENCE WITH ESTABLISHED OPERATING ROUTINE. ARRANGE WORK TO ASSURE THAT SERVICES WILL BE SHUT DOWN ONLY DURING TIME ACTUALLY REQUIRED TO MAKE NECESSARY CONNECTION TO EXISTING WORK.

WHERE EXISTING WALLS, CEILINGS, FLOORS, ETC., ARE CUT OR OTHERWISE DAMAGED DURING CONSTRUCTION, REPAIR ALL SURFACES TO THEIR ORIGINAL CONDITION.

SHOP DRAWINGS:

SUBMIT SHOP DRAWINGS FOR REVIEW. PDF FILES PREFERRED. SHOP DRAWINGS SHALL BE BOUND INTO VOLUMES (FILES), WITH EACH VOLUME (FILE) CONTAINING ONE COPY OF ALL SHOP DRAWINGS. ALL SHOP DRAWINGS SHALL BE SUBMITTED SIMULTANEOUSLY; NO SHOP DRAWINGS WILL BE CHECKED UNTIL ALL HAVE BEEN SUBMITTED.

SUBMITTALS SHALL BE SUPPORTED BY DESCRIPTIVE MATERIAL, SUCH AS CATALOG CUTS, DIAGRAMS, PERFORMANCE CURVES AND CHARTS PUBLISHED BY THE MANUFACTURER, TO SHOW CONFORMANCE TO SPECIFICATION AND DRAWING REQUIREMENTS; MODEL NUMBERS ALONE WILL NOT BE ACCEPTABLE. ALL LITERATURE SHALL CLEARLY INDICATE THE SPECIFIED MODEL NUMBER, DIMENSIONS, ARRANGEMENT, RATING AND CHARACTERISTICS OF THE PROPOSED EQUIPMENT. CAPACITIES AND RATINGS SHALL BE BASED ON CONDITIONS INDICATED OR SPECIFIED HEREIN. ANY DEVIATIONS FROM SPECIFIED EQUIPMENT (PARTICULARLY THOSE WHICH REQUIRE COORDINATION WITH OTHER TRADES) SHALL BE CLEARLY NOTED IN A CONCISE LIST ON A SEPARATE SHEET.

TEST AND BALANCE:

TEST AND BALANCE (TAB) CONTRACTOR SHALL HOLD A CURRENT NATIONAL BALANCING COUNCIL (NBC) CERTIFICATION AND POSSESS ACCURATE AND CALIBRATED INSTRUMENTS. TAB WORK AND REPORTS SHALL BE PER NBC PRACTICAL STANDARDS, PROCEDURES AND FORMS. ACCEPTIBLE ALTERNATIVE TAB FIRM CERTIFICATIONS/PROCEDURES: NEBB, AABC, OR TABB.

PRIOR TO COMMENCEMENT OF THE TAB WORK, THE MECHANICAL SYSTEMS ARE TO BE STARTED AND FULLY FUNCTIONING. A CHECKLIST PRIOR TAB WORK IS TO BE SENT TO THE INSTALLING CONTRACTOR AND RETURNED ATTESTING TO THE READINESS OF THE SYSTEMS FOR BALANCING.

PREFERRED TAB FIRM: P-TAB.COM

GUARANTEE:

GUARANTEE THAT EACH PIECE OF APPARATUS SHALL BE OF THE CUSTOMARY STANDARD AND QUALITY FURNISHED BY THE DESIGNED MANUFACTURER FOR THAT CATALOG NUMBER.

GUARANTEE THAT THE AIR SYSTEMS SHALL OPERATE WITHOUT AERODYNAMIC NOISE GENERATED FROM THE FAULTY INSTALLATION OF DUCT WORK OR ANY COMPONENT OF THE AIR DISTRIBUTION SYSTEM.

GUARANTEE THAT ALL SYSTEMS AND COMPONENTS SHALL BE PROVIDED WITH A ONE YEAR WARRANTY FROM THE TIME OF DATE OF SUBSTANTIAL COMPLETION. THE WARRANTY SHALL COVER ALL MATERIALS AND WORKMANSHIP. DURING THIS WARRANTY PERIOD, ALL DEFECTS IN MATERIALS AND WORKMANSHIP SHALL BE CORRECTED BY REPAIR OR REPLACEMENT WITHOUT INCURRING ADDITIONS TO THE CONTRACT.

SNOW MELT BOILER WATER PIPING:

CONDENSER WATER PIPING SHALL BE SCHEDULE 40 STEEL PIPE; GROOVED, MECHANICAL JOINT COUPLING AND FITTINGS; AND GROOVED MECHANICAL JOINTS.

SNOW MELT BOILER WATER PIPING INSULATION:

CONDENSER WATER PIPING SHALL BE INSULATED WITH 1-1/2" CELLULAR GLASS WITH ALL SERVICE JACKET (ASJ) OR 1-1/2" MINERAL FIBER PREFORMED PIPE, TYPE I, WITH ASJ.


PROFICIENT ENGINEERING
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Denver, Colorado 80212
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PROJECT # 324050


# WARM SPRINGS TOWNHOMES
# KETCHUM, IDAHO

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GEOTECHNICAL ENGINEER:

LIGHTING DESIGNER:

AUDIO / VISUAL / CONTROLS:

GENERAL CONTRACTOR:

| ISSUE | DESCRIPTION | DATE |
|---|---|---|
| | DESIGN REVIEW SUBMISSION | 7/10/2024 |
| 1 | DESIGN REVIEW RESUBMISSION | 11/5/2024 |
| 2 | DESIGN REVIEW RESUBMISSION | 3/14/2025 |
| 3 | DESIGN REVIEW RESUBMISSION | 6/25/2025 |


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PROJECT:
**WARM SPRINGS TOWNHOMES**
108 RITCHIE DRIVE
KETCHUM, ID 83340

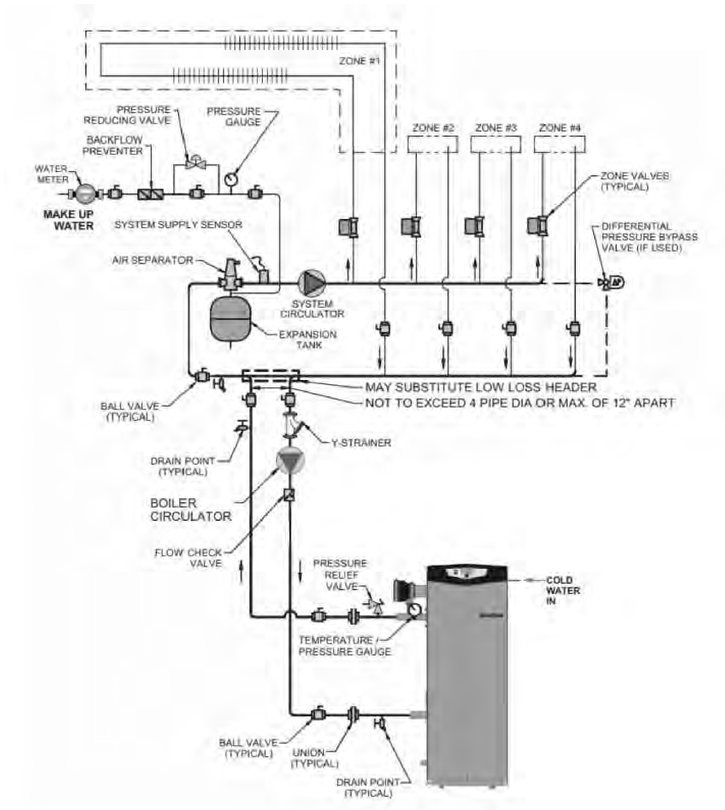
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SEAL:
PROFESSIONAL ENGINEER LICENSED 7628 STATE OF IDAHO JOHN PAUL KENNEY

PROJECT NUMBER
2000.01

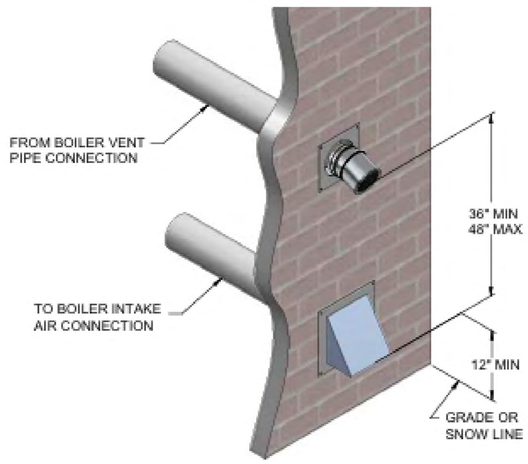
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**M0.1**


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BOILER INSTALLATION DETAIL

NO SCALE




BOILER SIDEWALL TERMINATION DETAIL

NO SCALE

## HOT WATER BOILER

| MARK | SERVES | BASIS OF DESIGN | WATER GPM | WATER EWT (°F) | WATER LWT (°F) | HEATER INPUT (MBH) | HEATER OUTPUT (MBH) | DECIBEL (dB) | TURN DOWN | THERMAL EFFICIENCY (%) | OPERATING WEIGHT (LBS) | REMARKS 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| B-1 | BUILDING B RAMP | PB1751 | 145.0 | 40 | 121 | 1,751.0 | 1,684.0 | 66 | 25:1 | 96.2 | 250 | X | X | X | X | X | X | X | X | X | |

NOTES:

A. SELECTIONS ARE BASED ON LOCHINVAR. EQUAL PRODUCTS BY AERCO, PATTERSON KELLEY, HYDROTHERM.
B. SEE ELECTRICAL DRAWINGS FOR ELECTRICAL POWER INFORMATION.
C. THERMAL EFFICIENCY IS BASED ON AHRI EFFICIENCY 80°F TO 180°F.

REMARKS:

1. SINGLE POINT POWER CONNECTION.
2. DISCONNECT SWITCH PROVIDED BY THE ELECTRICAL SUBCONTRACTOR.
3. FACTORY PROVIDED MULTI-BOILER CONTROL SYSTEM.
4. OUTDOOR AIR RESET.
5. BAS INTERFACE (BACNET).
6. DIRECT VENT SEALED COMBUSTION CONFIGURATION.
7. CONCENTRIC VENT KIT.
8. HIGH & LOW GAS PRESSURE SWITCHES WITH MANUAL RESET.
9. 50%-50% PROPYLENE GLYCOL AND WATER SOLUTION. PROVIDE ADVANTAGE CONTROLS 55 GALLON E-GLYCOL FEEDER. INSTALL PER MANUFACTURER'S INSTRUCTIONS. PROVIDE WITH BAS INTERFACE (BACNET).

## PUMP SCHEDULE

| MARK | SERVICE / DUTY | TYPE | GPM | HEAD (FT) | IMPELLER DIAMETER (IN) | MAX NPSHR (FSI) | MOTOR (HP) | PUMP SPEED (RPM) | PUMP EFF (%) | OPERATING WEIGHT (LBS) | BASIS OF DESIGN MODEL | REMARKS 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| P-1A | B-4: PRIMARY LOOP | ECM HIGH-EFFICIENCY | 145 | 11.000 | 10" | 4.35 | 2.1 | 4760 | 30 | 52 | TACO VR2SM5F | X | X | X | X | X | X | X | X |
| P-1B | B-4: SECONDARY LOOP | ECM HIGH-EFFICIENCY | 145 | 13.900 | 10" | 4.4 | 5 | 4400 | 63 | 72 | TACO SKV3009D | X | X | X | X | X | X | X | X |

NOTES (APPLY TO ALL):

A. SEE ELECTRICAL DRAWINGS FOR ELECTRICAL POWER INFORMATION.
B. BASIS OF DESIGN: TACO AND GRUNDFOS. ACCEPTABLE ALTERNATES: BELL & GOSSETT, ARMSTRONG, AURORA.

REMARKS:

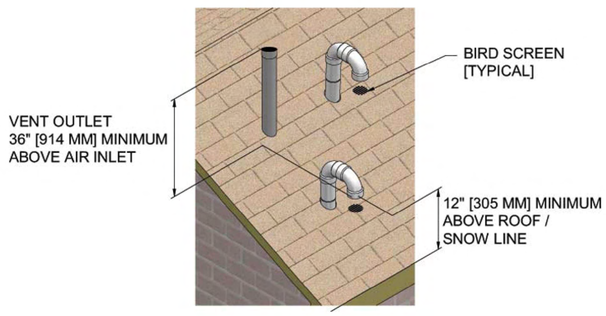
1. FLEXIBLE COUPLING.
2. DISCONNECT SWITCH BY THE ELECTRICAL SUBCONTRACTOR.
3. SUCTION DIFFUSER WITH INTEGRAL STRAINER.
4. INVERTER DUTY MOTOR WITH VFD. VFD PROVIDED BY THE ELECTRICAL SUBCONTRACTOR.
5. DDC CONTROL. INTERLOCK WITH BAS.
6. FIELD INSTALLED DIFFERENTIAL PRESSURE SENSOR AT MOST CRICITAL POINT.
7. PUMP & INERTIA BASE MOUNTED ON CONCRETE HOUSEKEEPING PAD PROVIDED BY OTHERS.
8. PUMP IS PROVIDED WITH BOILER AND IS SHOWN FOR REFERENCE ONLY

## MANIFOLD SCHEDULE

| MARK | BOILER | CIRCUITS | GPM | REQUIRED TEMP (°F) | SUPPLIED TEMP (°F) | MANIFOLD TYPE (FT) | MANIFOLD HEAD LOSS (FT) | CIRCUIT HEAD LOSS (FT) | S/R HEAD LOSS (FT) | TOTAL HEAD LOSS (FT) |
|---|---|---|---|---|---|---|---|---|---|---|
| MANIFOLD 1 | B-1 | 6 | 14.17 | 115 | 121 | [illegible] | 5.2 | 10.2 | 0 | 15 |
| MANIFOLD 2 | B-1 | 5 | 10.98 | 116 | 121 | [illegible] | 3.9 | 10.1 | 0 | 14 |
| MANIFOLD 3 | B-1 | 12 | 31.36 | 115 | 121 | [illegible] | 13.9 | 13.6 | 0 | 28 |
| MANIFOLD 4 | B-1 | 4 | 10.48 | 116 | 121 | [illegible] | 5.1 | 13.0 | 0 | 18 |
| MANIFOLD 5 | B-1 | 11 | 26.83 | 117 | 121 | [illegible] | 10.7 | 14.2 | 0 | 25 |
| MANIFOLD 6 | B-1 | 7 | 17.80 | 116 | 121 | [illegible] | 6.7 | 14.1 | 0 | 21 |
| MANIFOLD 7 | B-1 | 1 | 1.90 | 112 | 121 | [illegible] | 2.7 | 7.5 | 0 | 10 |
| MANIFOLD 8 | B-1 | 2 | 3.01 | 123 | 121 | [illegible] | 1.9 | 3.9 | 0 | 6 |
| MANIFOLD 9 | B-1 | 8 | 18.81 | 115 | 121 | [illegible] | 6.0 | 13.0 | 0 | 19 |
| MANIFOLD 10 | B-1 | 4 | 6.59 | 117 | 121 | [illegible] | 2.0 | 4.3 | 0 | 6 |
| MANIFOLD 11 | B-1 | 2 | 2.56 | 117 | 121 | [illegible] | 2.7 | 9.5 | 0 | 12 |

NOTES (APPLY TO ALL):

A. REFER TO SNOW MELT SYSTEM LOOP DRAWINGS FOR MORE INFORMATION.




BOILER VERTICAL TERMINATION DETAIL

NO SCALE

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720.779.3556
PROJECT # 324050

**WARM SPRINGS TOWNHOMES**
**KETCHUM, IDAHO**

OWNER:
108-110 RITCHIE LLC
P.O. BOX 14001-174
KETCHUM, ID 83340
TEL: 603.801.0419

BUILDING ARCHITECT:
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GEOTECHNICAL ENGINEER:

LIGHTING DESIGNER:

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|---|---|---|
| | DESIGN REVIEW SUBMISSION | 7/10/2024 |
| 1 | DESIGN REVIEW RESUBMISSION | 11/5/2024 |
| 2 | DESIGN REVIEW RESUBMISSION | 3/14/2025 |
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PROJECT:
**WARM SPRINGS TOWNHOMES**

108 RITCHIE DRIVE
KETCHUM, ID 83340

DRAWING TITLE:
SCHEDULES & DETAILS

SEAL:
PROFESSIONAL ENGINEER LICENSED 7628 STATE OF IDAHO JOHN PAUL KENNEY

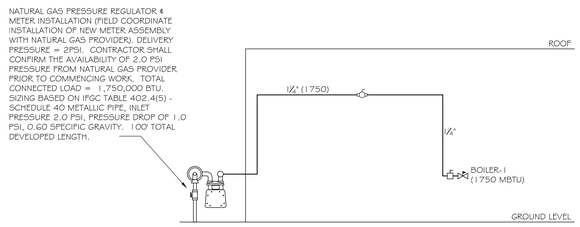
PROJECT NUMBER
2000.01

DRAWING NUMBER:
**M0.2**

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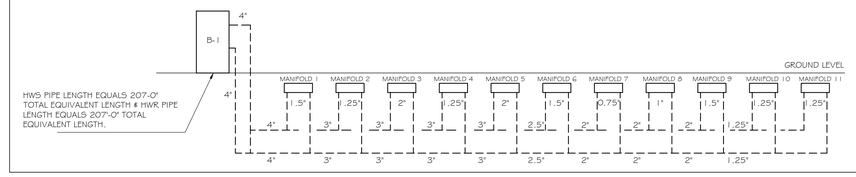
## NATURAL GAS RISER DIAGRAM

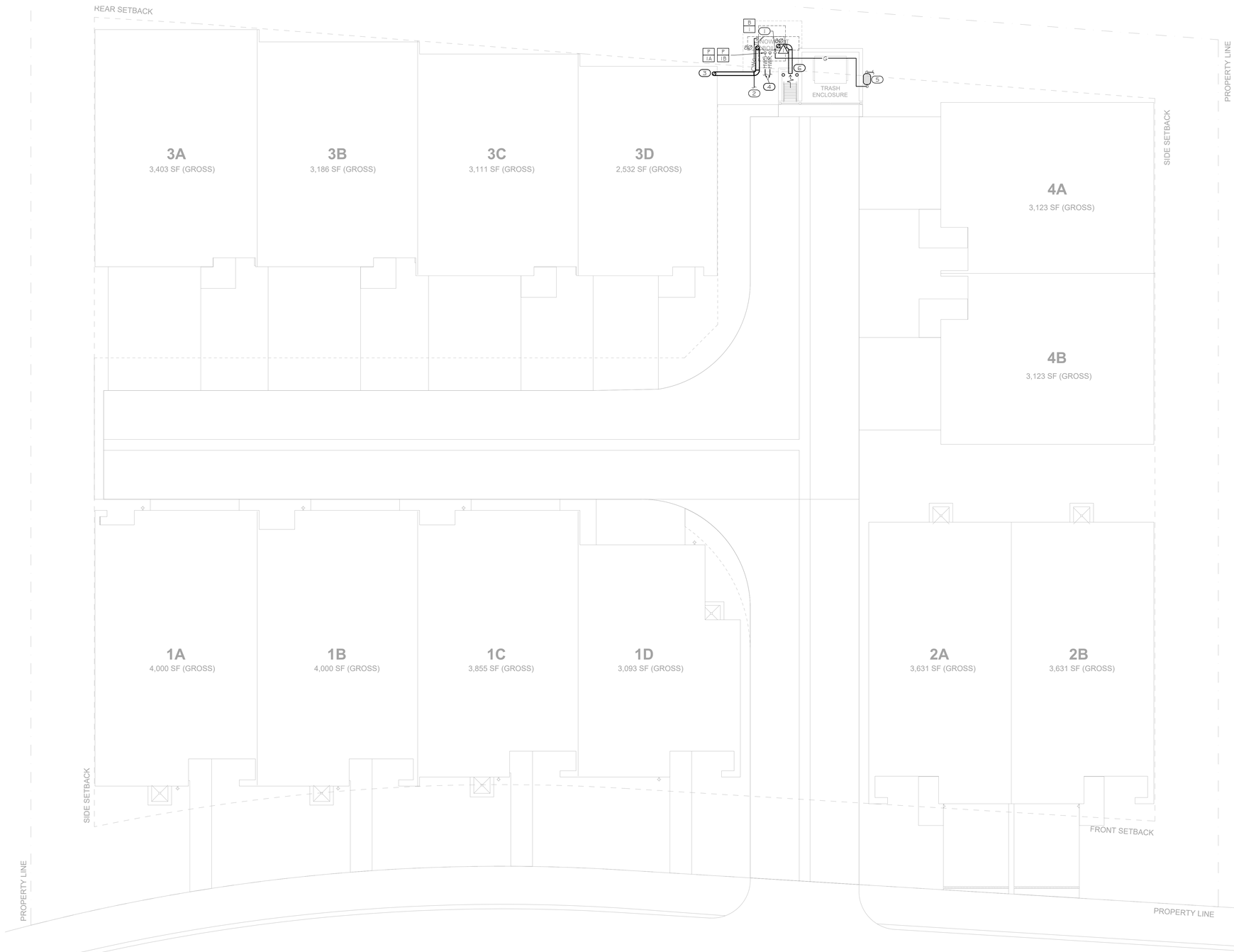
NO SCALE




## MANIFOLD PIPING DIAGRAM FOR BOILER 4

NO SCALE




**1 FLOOR PLANS - LEVEL 1**
1/8" = 1'-0"

△

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## GENERAL NOTES

△

A. REFER TO SNOW MELT SYSTEM LOOP DRAWINGS FOR MORE INFORMATION ON SNOW MELT PIPING AND MANIFOLDS.

B. REFER TO MANIFOLD PIPING DIAGRAM FOR BOILER 1 ON THIS SHEET FOR MORE INFORMATION ON BOILER SYSTEM PIPE SIZES.

△

## KEYNOTES

1. NATURAL GAS DN TO BOILER WITH SHUTOFF VALVE, DIRT LEG & UNION. FIELD COORDINATE FINAL CONNECTION.
2. 1" DOMESTIC WATER SERVICE B/G, SEE CIVIL DWG FOR CONT
3. BOILER FLUE VENT TO ROOF TERMINATION PER MANUFACTURER'S INSTALLATION INSTRUCTIONS. REFER TO MANUFACTURER'S REQUIRED CLEARANCES LISTED ON THIS SHEET.
4. ROUTE 4" HWS TO MANIFOLDS AND CONTINUE 4" HWR FROM MANIFOLDS BACK TO BOILER. REFER TO SNOW MELT SYSTEM LOOP DRAWING ON SHEET M3.0 FOR MANIFOLD LOCATIONS AND MANIFOLD PIPING DIAGRAM.
5. NATURAL GAS DN TO NEW METER/PRV INSTALLATION, COORDINATE WITH UTILITY PROVIDER. SEE NATURAL GAS RISER DIAGRAM FOR ADDITIONAL INFORMATION AND SIZING CRITERIA.
6. BOILER COMBUSTION PIPE TO EXTERIOR WALL ABOVE DOOR TERMINATION PER MANUFACTURER'S INSTALLATION INSTRUCTIONS. REFER TO MANUFACTURER'S REQUIRED CLEARANCES LISTED ON THIS SHEET.

BOILER VENT CLEARANCES:

- THE TOTAL LENGTH OF PIPING FOR VENT OR AIR MUST NOT EXCEED THE LIMITS GIVEN IN THE GENERAL VENTING SECTION ON PAGE 17 OF THE MANUAL.
- THE VENT MUST TERMINATE AT LEAST 3 FEET ABOVE THE HIGHEST PLACE IN WHICH THE VENT PENETRATES THE ROOF AND AT LEAST 2 FEET ABOVE ANY PART OF A BUILDING WITHIN 10 HORIZONTAL FEET.
- THE AIR PIPING MUST TERMINATE IN A DOWN-TURNED 180° RETURN PIPE NO FURTHER THAN 2 FEET (.6 M) FROM THE CENTER OF THE VENT PIPE. THIS PLACEMENT AVOIDS RECIRCULATION OF FLUE PRODUCTS INTO THE COMBUSTION AIR STREAM.
- THE VENT PIPING MUST TERMINATE IN AN UP-TURNED COUPLING AS SHOWN IN FIG. 3-1. THE TOP OF THE COUPLING OR THE RAIN CAP MUST BE AT LEAST 36" (914 MM) ABOVE THE AIR INTAKE. THE AIR INLET PIPE AND VENT PIPE CAN BE LOCATED IN ANY DESIRED POSITION ON THE ROOF, BUT MUST ALWAYS BE NO FURTHER THAN 2 FEET (.6 M) APART AND WITH THE VENT TERMINATION AT LEAST 36" (914 MM) ABOVE THE AIR INTAKE.
- LOCATE TERMINATIONS SO THEY ARE NOT LIKELY TO BE DAMAGED BY FOREIGN OBJECTS, SUCH AS STONES OR BALLS, OR SUBJECT TO BUILDUP OF LEAVES OR SEDIMENT.
- DO NOT EXTEND EXPOSED VENT PIPE OUTSIDE OF BUILDING MORE THAN SHOWN IN THE MANUAL OR DETAIL ON M0.2. CONDENSATE COULD FREEZE AND BLOCK VENT PIPE.

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PROJECT:
**WARM SPRINGS TOWNHOMES**
108 RITCHIE DRIVE
KETCHUM, ID 83340

DRAWING TITLE:
SNOW MELT DESIGN

SEAL:
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PROJECT NUMBER
2000.01

DRAWING NUMBER:
**M1.0**

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PROJECT: Warm Springs Snowmelt REV10 Quote#092925DPMEQ

CUSTOMER:

PROJECT NO.: 092925DPMEQ

SCALE: 3/16"=1'

DRAWING NAME: Snow Melt

DRAWN BY: Dylan Meyer
Created Using LoopCAD 2025 25.0.0396 (9/29/2025)

DATE: 9/29/2025

REVISIONS

| No | Desc | Date |
|---|---|---|
| | | |

PAGE NO. 1

N

**WARM SPRINGS TOWNHOMES**
**KETCHUM, IDAHO**

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PROJECT:
**WARM SPRINGS TOWNHOMES**

108 RITCHIE DRIVE
KETCHUM, ID 83340

DRAWING TITLE:
SNOW MELT SYSTEM LOOP

SEAL:
PROFESSIONAL ENGINEER LICENSED 17628 STATE OF IDAHO JOHN PAUL KENNEY

PROJECT NUMBER
2000.01

DRAWING NUMBER:
**M3.0**

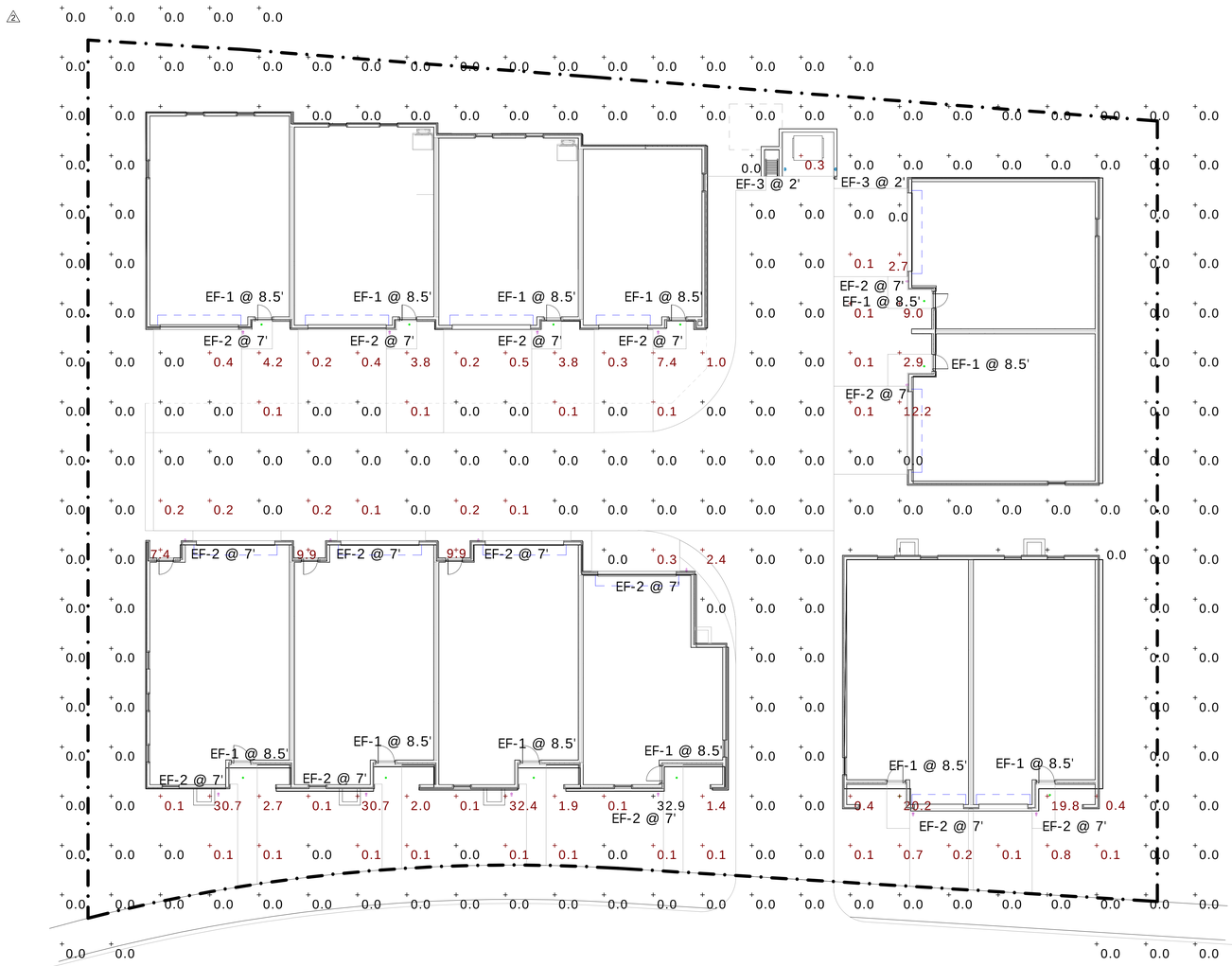
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Schedule

| Symbol | Label | Quantity | Manufacturer | Catalog Number | Description | Filename | Light Loss Factor | Total Lamp Lumens | Wattage | Plot |
|---|---|---|---|---|---|---|---|---|---|---|
| | EF-1 | 12 | WAC LIGHTING | R3CRDL-BK(N927) | Recessed-mounted Luminaires | R3CRDT-WT(N927).IES | 1 | 842 | 13.5 | Max: 1463cd |
| | EF-2 | 16 | WAC LIGHTING | DS-WS0622-F927A-WT | Surface-mounted Luminaires | DS-WS0622-F927A-WT.IES | 1 | 2034 | 21.8545 | Max: 2567cd |
| | EF-3 | 2 | WAC Lighting | WL-LED100-27-BK | LED Step light | WL-LED100-C-BK.IES | 1 | 31 | 4 | Max: 43cd |

Statistics

| Description | Symbol | Avg | Max | Min | Max/Min | Avg/Min |
|---|---|---|---|---|---|---|
| Calc Zone #1 | + | 0.9 fc | 32.9 fc | 0.0 fc | N/A | N/A |




1 FLOOR PLANS - LEVEL 1
3/32" = 1'-0"

TOWN STAMP

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720.779.3556
PROJECT # 324050

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DISCIPLINE STAMP

WARM SPRINGS TOWNHOMES
108 RITCHIE DRIVE
KETCHUM, ID 83340

REVISION

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| 1 | Design Review Resubmission | 11/5/2024 |
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PROJECT NUMBER 324050
ISSUE DATE 7/10/2024

ISSUE

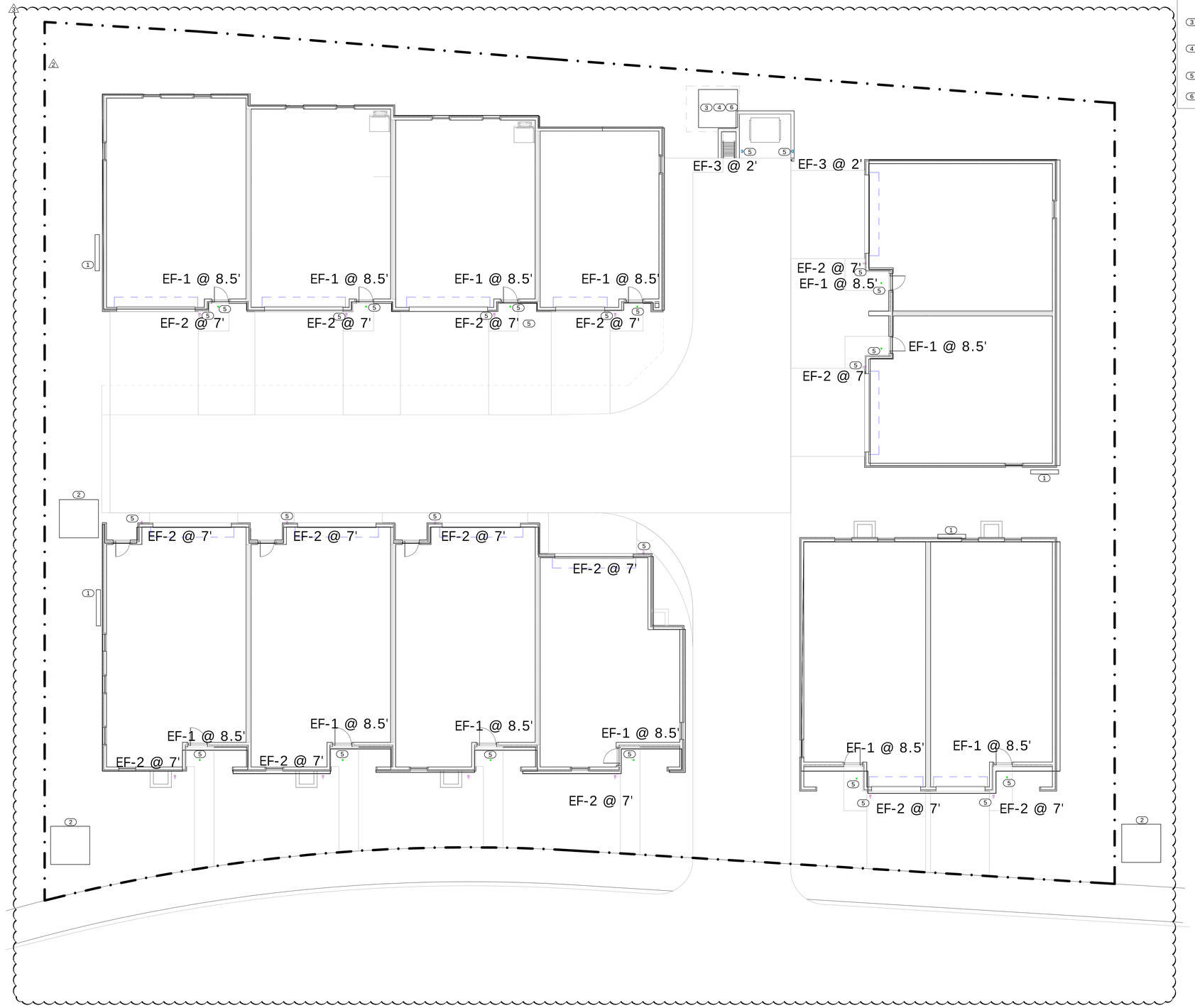
DESIGN REVIEW APPLICATION

SHEET TITLE

SITE PHOTOMETRIC

SHEET NO.

E0.10




1 FLOOR PLANS - LEVEL 1
1/8" = 1'-0"

## GENERAL NOTES

ALL SITE AND EXTERIOR BUILDING LIGHTING FIXTURES SHALL CONFORM TO DARK SKY REQUIREMENTS AS NECESSARY TO MEET LOCAL JURISDICTIONAL CODES.

## KEYNOTES

1. PROPOSED LOCATION FOR MAIN SERVICE DISCONNECT AND UNIT METERING STACK. REFERENCE ARCHITECTURAL PLANS FOR EXACT LOCATION.
2. PROPOSED UTILITY TRANSFORMER LOCATION. COORDINATE UTILITY TRANSFORMER LOCATION WITH UTILITY PROVIDER AND BUILDING SERVICE DISCONNECT LOCATION PRIOR TO ROUGH-IN.
3. PROVIDE 208, 1PH, 3W, 20A BRANCH CIRCUIT AND 30A/2P/NEMA 3R DISCONNECT FOR PRIMARY LOOP PUMP POWER. CIRCUIT FROM NEAREST HOUSE PANEL. COORDINATE CONNECTION LOCATION WITH PUMP VENDOR PRIOR TO ROUGH-IN.
4. PROVIDE 208, 1PH, 3W, 20A BRANCH CIRCUIT AND 30A/2P/NEMA 3R DISCONNECT FOR SECONDARY LOOP PUMP POWER. CIRCUIT FROM NEAREST HOUSE PANEL. COORDINATE CONNECTION LOCATION WITH PUMP VENDOR PRIOR TO ROUGH-IN.
5. PROVIDE 120V, 20A BRANCH CIRCUIT VIA PHOTOCELL FOR LUMINARIE CONTROL TO EXTERIOR LUMINAIRE. CIRCUIT FROM TENANT PANEL.
6. PROVIDE 120V, 20A BRANCH CIRCUIT FOR BOILER POWER. CIRCUIT FROM NEAREST HOUSE PANEL.

TOWN STAMP

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DISCIPLINE STAMP

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JOHN PAUL KENNEY

WARM SPRINGS TOWNHOMES
108 RITCHIE DRIVE
KETCHUM, ID 83340

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PROJECT NUMBER 324050
ISSUE DATE 7/10/2024

ISSUE

DESIGN REVIEW APPLICATION

SHEET TITLE

SITE PLAN

SHEET NO.

E0.11

# OCULARC 3.5
## Adjustable Downlight - R3CRDT, R3CRDL

WAC LIGHTING
Responsible Lighting®



Fixture Type: EF-1

Catalog Number: R3CRDL-BK-N927

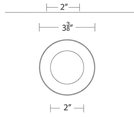
Project:

Location:

**PRODUCT DESCRIPTION**
Oculare 3.5 offers performance features in a simple but versatile package for residential and commercial applications alike. One housing can be used for downlight, adjustable, pinhole, wall wash trims.

**FEATURES**
- 3 beam angle options included:
  Narrow flood beam film pre-installed, interchangable flood beam film supplied, remove film for spot beam.
- IC-Rated, Airtight, New Construction
- Adjustable LED light engine included with housing:
  Vertical Adjustment 0-30°, Horizontal Adjustment 365°
- Shallow housing under 4" depth
- 5 year warranty

**SPECIFICATIONS**
**Construction:** Die-cast aluminum trim and heat sink
**Dimming:** 100% - 1% TRIAC, ELV
100% - 5%, 0-10V
**Input Power:** 13.5W, 120V-277V 50/60Hz
**Light Source:** High output COB LED rated life of 50,000 hours.
**Mounting:** Retention clips firmly hold trim to housing. Cutout 4¼"
**Finish:** Powder coated white, enamel-coated haze.
**Ceiling thickness:** ½" - 1"
**Standards:** UL & cUL, Wet location listed. Energy Star® 2.0
Title 24 JA8-2016 Compliant
**Operating Temperature:** -4°F to 104°F (-20°C to 40°C)

| Trims (Order Housing Separately) | Model | Beam | | Color Temp | | Lumens | CBCP | Finish |
|---|---|---|---|---|---|---|---|---|
|  | R3CRDT *Round Trim Downlight & Adjustable* | Spot | 16° | 927 | 2700K | 855 | 4989 | |
| | | | | 930 | 3000K | 920 | 5364 | |
| | | | | 935 | 3500K | 935 | 5472 | |
| | | | | 940 | 4000K | 980 | 5740 | |
| | | Narrow Flood | 36° | 927 | 2700K | 840 | 1463 | |
| | | | | 930 | 3000K | 905 | 1574 | **HZWT** *Haze/White* |
| | | | | 935 | 3500K | 920 | 1605 | **WT** *White* |
| | | | | 940 | 4000K | 965 | 1683 | **BK** *Black* |
| | | Flood | 51° | 927 | 2700K | 805 | 839 | |
| | | | | 930 | 3000K | 865 | 902 | |
| | | | | 935 | 3500K | 885 | 920 | |
| | | | | 940 | 4000K | 925 | 965 | |
|  | R3CRDL *Round Trimless Downlight & Adjustable* | Spot | 16° | 927 | 2700K | 855 | 4989 | |
| | | | | 930 | 3000K | 920 | 5364 | |
| | | | | 935 | 3500K | 935 | 5472 | |
| | | | | 940 | 4000K | 980 | 5740 | |
| | | Narrow Flood | 36° | 927 | 2700K | 840 | 1463 | |
| | | | | 930 | 3000K | 905 | 1574 | **HZ** *Haze* |
| | | | | 935 | 3500K | 920 | 1605 | **WT** *White* |
| | | | | 940 | 4000K | 965 | 1683 | **BK** *Black* |
| | | Flood | 51° | 927 | 2700K | 805 | 839 | |
| | | | | 930 | 3000K | 865 | 902 | |
| | | | | 935 | 3500K | 885 | 920 | |
| | | | | 940 | 4000K | 925 | 965 | |

**R3CRD__-_____**
Example: **R3CRDT-WT**


**waclighting.com**
Phone (800) 526.2588
Fax (800) 526.2585

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44 Harbor Park Drive
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**Central Distribution Center**
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Lithia Springs, GA 30122

**Western Distribution Center**
1750 Archibald Avenue
Ontario, CA 91760

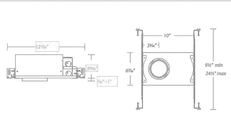
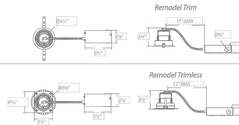


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# OCULARC 3.5
## Adjustable Downlight - R3CRDT, R3CRDL

WAC LIGHTING
Responsible Lighting®

| *Housing (Required) - Order separately from trims* | *Model* | *Power* | *Color Temp* |
|---|---|---|---|
|  | **R3CRN-11** *IC-Rated Airtight* | *13.5W* | **927** *2700K*<br>**930** *3000K*<br>**935** *3500K*<br>**940** *4000K* |
|  *Remodel Trim* | **R3CRR-11** *Non IC Airtight* | *13.5W* | **927** *2700K*<br>**930** *3000K*<br>**935** *3500K*<br>**940** *4000K* |
|  *Remodel Trimless* | **R3CRRL-11** *Non IC Airtight* | *13.5W* | |

**R3CR__11-____**
Example: **R3CRN-11-927**

**FEATURES**
- Adjustable LED light engine included with housing:
  Vertical Adjustment 0-30°, Horizontal Adjustment 365°
- Trim or trimless with die-cast spackle frame included.
- Accepts one optional honeycomb louver or optical lens.

**GLARE CONTROL ACCESSORIES** sold separately

| | | |
|---|---|---|
| **LENS-16** | **HCL** | Honeycomb Louver |

**LENS ACCESSORIES** sold separately

| | | |
|---|---|---|
| **LENS-16** | **AMB** | Amber |
| | **RED** | Red |
| | **FR** | Frosted |
| | **SPR** | Spread |
| | **BEL** | Beam Elongating |


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# TUBE ARCHITECTURAL DS-WS06
## LED Wall Mounts

WAC LIGHTING




Fixture Type: EF-2

Catalog Number: DS-WS0622-F927A-WT

Project:

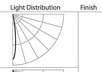
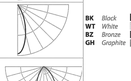
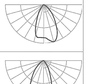
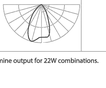
Location:

**PRODUCT DESCRIPTION**
The latest energy efficient LED technology in an appealing cylindrical profile delivers accent and wall wash lighting. Comes in various light distribution and beam angle options.

**FEATURES**
- High performance exterior rated LED wall mount light
- Fixture can install upside-down to alter light distribution
- Solid aluminum construction
- 5 year warranty

**SPECIFICATIONS**
**Input:** Universal voltage 120V - 277VAC, 50/60Hz
**Dimming:** Electronic low voltage (ELV) : 100% - 5%
0-10V: 100% - 1%
**Light Source:** High output 3 Step Mac Adam Ellipse COB
Rated life of 60,000 hours at L70
**Finish:** Electrostatically powder coated, white, black, bronze and graphite
**Standards:** IP65 rated, ETL & cETL wet location listed,
Energy Star® 2.2 rated Title 24 JA8-2016 Compliant
**Operating Temp:** -13°F to 122°F (-25°C to 50°C)

**ORDERING NUMBER**

| Diameter | Watt | Beam | Beam Angle | Color Temp | | CRI | Reference Output † Lumen | CBCP | Efficacy (lm/w) | Light Distribution | Finish |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **DS-WS06** | 6" 35W | **S** *Straight up or down* | 16° | **927S** | 2700K | 90 | 2820 | 18842 | 81 |  | **BK** *Black*<br>**WT** *White*<br>**BZ** *Bronze*<br>**GH** *Graphite* |
| | | | | **27S** | 2700K | 85 | 3385 | 23698 | 97 | | |
| | | | | **930S** | 3000K | 90 | 2925 | 19543 | 84 | | |
| | | | | **30S** | 3000K | 85 | 3535 | 23632 | 101 | | |
| | | | | **35S** | 3500K | 85 | 3630 | 24255 | 104 | | |
| | | | | **40S** | 4000K | 85 | 3665 | 24490 | 105 | | |
| **DS-WS0622** | 6" 22W | **N** *Straight up or down* | 28° | **927S** | 2700K | 90 | 2800 | 7992 | 80 |  | |
| | | | | **27S** | 2700K | 85 | 3360 | 9589 | 96 | | |
| | | | | **930S** | 3000K | 90 | 2900 | 8290 | 83 | | |
| | | | | **30S** | 3000K | 85 | 3510 | 10024 | 100 | | |
| | | | | **35S** | 3500K | 85 | 3600 | 10288 | 103 | | |
| | | | | **40S** | 4000K | 85 | 3635 | 10388 | 104 | | |
| | | **F** *Straight up or down* | 38° | **927S** | 2700K | 90 | 2825 | 5451 | 81 |  | |
| | | | | **27S** | 2700K | 85 | 3390 | 6540 | 97 | | |
| | | | | **930S** | 3000K | 90 | 2930 | 5654 | 84 | | |
| | | | | **30S** | 3000K | 85 | 3545 | 6836 | 101 | | |
| | | | | **35S** | 3500K | 85 | 3640 | 7017 | 104 | | |
| | | | | **40S** | 4000K | 85 | 3675 | 7085 | 105 | | |
| | | **F** *Away from the wall* | N/A | **927A** | 2700K | 90 | 2860 | | 82 |  | |
| | | | | **27A** | 2700K | 85 | 3435 | | 98 | | |
| | | | | **930A** | 3000K | 90 | 2970 | N/A | 85 | | |
| | | | | **30A** | 3000K | 85 | 3590 | | 103 | | |
| | | | | **35A** | 3500K | 85 | 3685 | | 105 | | |
| | | | | **40A** | 4000K | 85 | 3720 | | 106 | | |
| | | **F** *Towards the wall* | N/A | **927B** | 2700K | 90 | 2860 | | 82 |  | |
| | | | | **27B** | 2700K | 85 | 3435 | | 98 | | |
| | | | | **930B** | 3000K | 90 | 2970 | N/A | 85 | | |
| | | | | **30B** | 3000K | 85 | 3590 | | 103 | | |
| | | | | **35B** | 3500K | 85 | 3685 | | 105 | | |
| | | | | **40B** | 4000K | 85 | 3720 | | 106 | | |

**DS-WS06-_____-____** †Reference output shows 35W output. Multiply by 0.7 to determine output for 22W combinations.

Example: **DS-WS06-F930A-WT**


**waclighting.com**
Phone (800) 526.2588
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44 Harbor Park Drive
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# Model: WL-LED100
## LEDme® Step Light

WAC LIGHTING
Responsible Lighting®



Fixture Type: EF-3

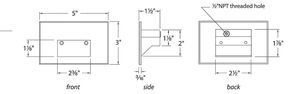
Catalog Number: WL-LED100-27-BK

Project:

Location:

**PRODUCT DESCRIPTION**
Horizontal rectangle LEDme® Step Light. Designed for safety and style on stairways, patios, decks, balcony areas, walkways and building perimeters.

Features an architectural design. Energy efficient for long-lasting indoor and outdoor lighting solutions. Creates an attractive, romantic impression at night.




**FEATURES**
- Solid diecast brass, corrosion resistant aluminum alloy, or cast stainless steel construction
- Direct wiring, no driver needed
- Low profile, flush to wall aesthetics with no visible hardware
- 54,000 hour rated life
- Balanced lighting, free of shadows with minimum glare
- IP66 rated, Protected against high-pressure water jets
- Up to 200 fixtures can be connected in parallel
- 5 year WAC Lighting product warranty

**SPECIFICATIONS**
**Construction:** Die-cast aluminum or 316 marine grade cast stainless steel
**Power:** Direct wiring, no remote driver needed. Input voltage:
120V or 277VAC 50/60Hz
**Light Source:** 2700K or 3000K CCT Samsung HV-AC High Power LED, CRI: 90
Optional color lenses. Total power consumption of 3.5W
**Mounting:** Fits into 2" x 4" J-Box with minimum inside dimensions of
3"L x 2"W x 2"H
Includes bracket for J-Box mount.
**Dimming:** Dim to 10% with electronic low voltage (ELV) dimmer
Approved dimmers: Lutron Nova-T NTELV-300 & NTELV-600,
Lutron Vierti VTELV-600, Lutron Diva DVELV-300P,
Lutron Skylark SELV-300P, Lutron Maestro MAELV-600
**Standards:** IP66, UL & cUL Listed for wet locations,
Title 24 JA8-2016 Compliant.

**ORDER NUMBER**

| 120V Model # | Light Color | | | Finish | | |
|---|---|---|---|---|---|---|
| **WL-LED100** *120V* | **27** | *Warm* | *2700K* | **BK** | *Black on Aluminum* | |
| | **C** | *White* | *3000K* | **BNK** | *Brushed Nickel on Aluminum* | |
| | **AM** | *Amber* | *610nm* | **BZ** | *Bronze on Aluminum* | |
| | **RD** | *Red* | *640nm* | **GH** | *Graphite on Aluminum* | |
| | **BL** | *Blue* | *450nm* | **SS** | *Stainless Steel* | |
| | | | | **WT** | *White on Aluminum* | |
| **WL-LED100** *120V* | **27** | *Warm* | *2700K* | | | |
| | **C** | *White* | *3000K* | **BBR** | *Bronze on brass* | |
| | **AM** | *Amber* | *610nm* | | | |

| 277V Model # | Light Color | | | Finish | | |
|---|---|---|---|---|---|---|
| **WL-LED100F** *277V* | **C** | *White* | *3000K* | **BK** | *Black on Aluminum* | |
| | **AM** | *Amber* | *610nm* | **BNK** | *Brushed Nickel on Aluminum* | |
| | **RD** | *Red* | *640nm* | **BZ** | *Bronze on Aluminum* | |
| | **BL** | *Blue* | *450nm* | **GH** | *Graphite on Aluminum* | |
| | | | | **SS** | *Stainless Steel* | |
| | | | | **WT** | *White on Aluminum* | |

**Brushed Nickel Finish is for interior use only*

[ ] – [ ] – [ ]

Example: **WL-LED100F-BL-SS**


**waclighting.com**
Phone (800) 526.2588
Fax (800) 526.2585

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TOWN STAMP


PROFICIENT ENGINEERING
4104 N. Harlan St Suite 620
Denver, Colorado 80212
720.779.3556
PROJECT # 324050


PROFESSIONAL ENGINEER
LICENSED
7628
STATE OF IDAHO
JOHN PAUL KENNEY

DISCIPLINE STAMP

WARM SPRINGS TOWNHOMES
108 RITCHIE DRIVE
KETCHUM, ID 83340

REVISION

| No. | Description | Date |
|---|---|---|
| 1 | Design Review Resubmission | 11/5/2024 |
| 2 | Design Review Resubmission | 3/14/2025 |
| 3 | Design Review Resubmission | 6/25/2025 |

| | |
|---|---|
| PROJECT NUMBER | 324050 |
| ISSUE DATE | 7/10/2024 |

ISSUE

DESIGN REVIEW APPLICATION

SHEET TITLE

SCHEDULES

SHEET NO.

E0.12

City of Ketchum

# ATTACHMENT D:

# FAR Exceedance Agreement
# 27005

**FAR EXCEEDANCE**
**AGREEMENT #27005**

**Parties:**

| | | |
|---|---|---|
| City of Ketchum | "City" | P.O. Box 2315, 191 W 5th Street, Ketchum, Idaho 83340 |
| 108-110 Ritchie LLC | "Owner" | PO Box 14001, Ketchum, Idaho, 83340 |

This FAR Exceedance Agreement ("Agreement") is made between the City of Ketchum, a municipal corporation of the state of Idaho, and 108-110 Ritchie LLC, a limited liability corporation, the owner of the development project.

RECITALS

A. Pursuant to the City's authority under the Idaho Local Land Use Planning Act, the Ketchum Municipal Code ("K.M.C.") Chapter 17.124 provides for certain development standards, including maximum floor area ratio (FAR) standards under K.M.C. 17.124.040 - Floor Area Ratios and Community Housing. These standards are intended to protect the public interest, health, general welfare, and provision of public services. The City has provided options for development proposals to potentially exceed the allowable FAR in exchange for mitigation of the impacts of such larger development, particularly as focused on affordable community and workforce housing. K.M.C. 17.124.040(B).

B. The City has adopted Resolution 17-006 which provides for the Parties to proceed with the FAR standards and options under K.M.C. 17.124.040, so long as the Parties voluntarily opt into a FAR Exceedance Agreement, making clear they are voluntarily opting by contract into use of such FAR standards and mitigation measures and are waiving any claims or demands related to any legal challenge to K.M.C. 17.124.040.

THEREFORE, in consideration of the mutual agreement herein contained and subject to the terms and conditions stated, it is hereby understood and agreed by the Parties as follows:

1. **Attestation of Owner.** Owner, by this Agreement, desires to voluntarily proceed on the development proposal, including proposal of exceedance of FAR standards and accompanying mitigation measures, using the approach and standards as set forth in K.M.C. 17.124.

2. **Waiver and Release of Claims.** Owner, by this Agreement, waives and releases any claims, demands, challenges, claims for reimbursement or refund, and/or damages now or in the future deriving from or relying on the outcome of future litigation substantially challenging the validity of K.M.C. 17.124 and its standards. It is Owner's intent to accept and proceed with such standards as outlined in K.M.C. 17.124 for

Owner's development plan for purposes of allowable FAR and Owner voluntarily and knowingly accepts the mitigation measures as proposed.

3. **FAR Exceedance Consideration.** In consideration for Owner's attestation and waiver, the City agrees to consider their exceedance proposal and will currently consider and evaluate Owner's proposed FAR exceedance and accompanying mitigation measures within the framework and standards of K.M.C. 17.124.040, attached hereto as Exhibit A and made a part of this Agreement.

4. **Maximum FAR and Mitigation.** The Parties hereby agree to an allowable maximum floor area ratio and accompanying mitigation measures as set forth in Exhibit B, attached hereto and made a part of this Agreement.

5. **Regulations. All references in this Agreement to any statute, code, regulation, or other law shall be deemed to refer to such law as amended, modified, re-codified, supplemented, or replaced from time to time, and to any successor legislation thereto, unless expressly stated otherwise.**

6. **Withdrawal.** Owner may withdraw from this Agreement upon thirty days notice to City provided that Owner has not commenced building and has received no benefit from a maximum FAR exceedance. Withdrawal shall cause an immediate reversion to the permitted gross FAR as set forth in Exhibit A: K.M.C. 17.124.040(A) at the time of this Agreement.

7. **Amendments.** This Agreement may not be amended, modified, altered or changed in any respect whatsoever, except by further agreement in writing duly executed by the parties.

8. **Recordation; No Other Assignment.** This Agreement shall be recorded and runs with the land. Other than in connection with the sale of the Property, Owner shall not sell, assign, or transfer all or any portion of its interest in this Agreement at any time without consent of the City.

9. **Binding Effect.** This Agreement shall be binding upon the heirs, estates, personal representatives, successors, and assigns of the parties.

10. **Attorney Fees and Costs.** In the event any action is brought to enforce this Agreement, the prevailing party is entitled to an award of reasonable attorney fees and costs.

11. **Notices.** Any notice under this Agreement shall be in writing and shall be treated as duly delivered if the same is personally delivered or deposited in the United States mail, certified, return receipt requested, postage prepaid, and properly addressed to the contacts as specified at the beginning of this Agreement.

12. **Partial Invalidity.** Whenever possible, each provision of this Agreement shall be interpreted in such a way as to be effective and valid under applicable law. If a provision of this Agreement is prohibited by or invalid under applicable law, it shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

13. **Waiver:** The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by any party in exercising any right, power, or privilege under this Agreement or the documents referenced in this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege.

14. **Execution and Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original agreement, but all of which shall be considered one instrument.

DATED THIS 25th DAY OF March 2026.

Owner

Managing Member
108-110 Ritchie Dr LLC

City of Ketchum, Idaho

Peter Prekeges, Mayor

STATE OF IDAHO, )
) ss.
County of Blaine. )

On this 27th day of APRIL, 2026, before me, the undersigned Notary Public in and for said State, personally appeared DAVID DUFFIELD, known to me to be a managing member of 108-110 Ritchie LLC, and the person who executed the foregoing instrument and acknowledged to me that he executed the same.

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

Rafe R Lapham II
Commission Number: 20250520
Notary Public
State of Idaho
My Commission Expires: 02/10/2031

Notary Public for ~~KETCHUM~~ BLAINE COUNTY
Residing at KETCHUM, ID
Commission expires 2/10/31

STATE OF IDAHO, )
) ss.
County of Blaine. )

On this ~~15~~ 15th TO day of APRIL, 2026, before me, the undersigned Notary Public in and for said State, personally appeared PETER PREKEGES, known to me to be Mayor of the City of Ketchum, and the person who executed the foregoing instrument and acknowledged to me that he executed the same.

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

TRENT DONAT
NOTARY PUBLIC
COMM NO. 20220680
Comm Expires 01/31/29
STATE OF IDAHO

TRENT DONAT
Notary Public for BLAINE COUNTY
Residing at KETCHUM, ID
Commission expires 1/31/2029

# 17.124.040: FLOOR AREA RATIOS AND COMMUNITY HOUSING:

A. General Requirements: All new buildings and alterations to existing buildings in the GR-H, T, T-3000, T-4000 and CC zoning districts, unless otherwise specified in this title, shall be subject to the maximum floor area ratio (FAR) described below. Hotels that meet the definition of "hotel" found in chapter 17.08 of this title may exceed the floor area listed in the table below subject to section 17.124.050 of this chapter.

| Districts | Permitted Gross FAR | Inclusionary Housing Incentive |
|---|---|---|
| GR-H | 0.5 | 1.4 |
| T | 0.5 | 1.6 |
| T-3000 | 0.5 | 1.6 |
| T-4000 | 0.5 | 1.6 |
| CC | 1.0 | 2.25 |

B. Inclusionary Housing Incentive:

1. The purpose of this section is to encourage new development to include a reasonable supply of affordable and resident occupied workforce housing for sale or rent, to help meet the demand and needs for housing of the community's employees. Land within the zoning districts specified in the table above may be built to the listed permitted FAR. As an incentive to build community housing units, floor area may be increased up to the maximum FAR listed in said table with inclusionary housing incentive.

2. An increased FAR may be permitted subject to design review approval, and provided, that all of the following conditions are met:

   a. A minimum of twenty percent (20%) of the total increase in gross floor area above the greater of the permitted FAR is deed restricted in perpetuity as community housing unit(s). Of this gross square footage, a fifteen percent (15%) reduction will be allowed as a standard discount from gross square footage to net livable square footage for community housing units.

   b. After calculating net livable square footage, an allowance can be made for projects with demonstrated groundwater issues as documented by a registered engineer. Upon determination by the city that groundwater on the subject property precludes underground parking, a credit of three hundred fifty (350) square feet per required parking space shall be subtracted from the net livable square footage prior to the calculation for the twenty percent (20%) deed restricted community housing. Parking space credit shall be rounded to the nearest whole number, and shall not be calculated as fractions.

   c. Community housing requirements may be paid via a fee in lieu of housing. The community housing units times the fee equals the amount due to the city. The fee in lieu shall be recommended by the governing housing authority on an annual basis and adopted by the city council. For fractions of units, the developer has the option of providing a full housing unit

rather than paying the fee in lieu or working with the city or other nonprofit entity to construct the balance of the community housing unit with additional funds.

d. All community housing units, either for sale or rent, shall be administered by the governing housing authority, unless otherwise determined by the city council. The governing housing authority shall recommend the types and locations of all proposed community housing units for approval by the city.

e. The community housing units shall be targeted for Blaine County housing authority income category 4 (100 percent or less of area median income). The applicant may seek the recommendation of the governing housing authority in the determination of an alternative category with corresponding adjustment in the amount of community housing required. Said recommendation, if mutually agreed upon by the applicant and the commission, may be used in place of category 4. This allowance shall be based on need for the category type. The definition of who may qualify to purchase affordable housing shall be maintained in the guidelines of the governing housing authority as adopted by the city council.

f. The city's primary goal is to see the development of and encourage the construction of community housing units, but realizes that other options will also move the city closer to its goal of housing the workforce. With this in mind, the following options for fulfillment of the community housing incentive are available to the applicant outright. These include, but are not limited to:

(1) Housing constructed by the applicant on or off site, within the city of Ketchum;

(2) Payment of an in lieu fee; or

(3) Acquisition of existing housing stock that meets with the governing housing authority's requirements and approval.

g. In addition to those outright options noted in this section, the city council may consider alternative proposals by the applicant to fulfill the community housing incentive. The city council has full discretionary power to determine said request. Options for fulfillment of the community housing incentive include, but are not limited to:

(1) Land conveyance to the city;

(2) Existing housing unit buy down or mortgage buy down; or

(3) Other proposals and options as approved by the city council.

3. In the CC district, the maximum floor area incentive applies to buildings up to three (3) stories in height. Buildings above three (3) stories may exceed the 2.25 FAR maximum only in accordance with the pertinent code provisions allowing for a fourth floor (for example, hotels, PUDs and 100 percent community housing project, etc.). For hotel uses, community housing calculations apply to all those portions of the hotel development except the hotel units, which are addressed pursuant to employee housing of this chapter. (Ord. 1135, 2015)

**EXHIBIT B**
**EXCEEDANCE AGREEMENT COMPLIANCE**

**PROJECT:** 108 Ritchie Dr.

**APPLICATION:** Design Review Application File No. P24-063

**OWNER:** 108-110 Ritchie LLC

**LOCATION:** 108 Ritchie Dr (WARM SPRINGS VILL SUB 2ND REV LOT 3A BLK 4)

**ZONING:** Tourist-3000 (T-3000)

**BACKGROUND:**

1. The applicant has submitted a Design Review application for the development of 12-, three- and four-bedroom, townhouse units at 108 Ritchie Dr (the "subject property"). The subject property is zoned Tourist 3000 (T-3000) and is vacant. The development proposes to utilize the city's density bonus program for increased FAR and is therefore subject to the minimum residential density requirements of the Ketchum Municipal Code. The townhouse units range in size from approximately 2,200 to 3,800 gross square feet.

2. The subject property has a total lot area of 35,799 SF minus 5,897 SF of private road and fire lane area for an amended lot area of 29,902 SF.

3. The development has a proposed Floor Area Ratio (FAR) of 1.30 (38,957 gross sf/29,902 sf subject property area).

4. The City of Ketchum Planning and Zoning Commission (the "Commission") reviewed and approved the 108 Ritchie Design Review Application during their meeting on December 9, 2025. The Commission adopted the Findings of Fact, Conclusions of Law, and Decision for the Design Review on January 20, 2026.

**EXCEEDANCE ANALYSIS**

*An increased FAR may be permitted subject to design review approval, and provided, that all conditions in Ketchum Municipal Code §17.124.040.B.2 are met.*

**Permitted FAR in Tourist-3000**
Permitted FAR: .5
Permitted FAR with Community Housing: 1.6

Proposed: Per Sheet A-000
Gross Square Footage – 38,957 SF
Total Lot Area – 29,902 SF
FAR – 1.30 FAR

Community Housing Mitigation Calculation:
Permitted Gross Square Feet (0.5 FAR): 14,951 SF
Proposed Gross Square Feet: 38,957 SF
Increase Above Permitted FAR: 24,006 SF
20% of Increase: 4,801 SF
Net Livable (15% Reduction): 4,081 SF

Fee In-Lieu Proposed: 4,081 SF x $550/SF = $2,244,561

**COMMUNITY HOUSING CONTRIBUTION CONDITIONS**
The following conditions apply to the community housing contribution for the 108 Ritchie Dr development:

1. The development shall provide a community housing in-lieu fee payment in the amount of $2,244,561. Fee payment is due prior to the issuance of the first building permit for the project.
2. If the total gross square footage of the project increases or decreases by 5% or less through the course of building permit application, a revised fee in-lieu may be calculated using the methodology outlined above and approved by the Administrator. Increases or decreases greater than 5% of the gross square footage require an amendment to this agreement and approval by City Council.

City of Ketchum

# ATTACHMENT E:

# Preliminary Plat Standards Evaluation

PRELIMINARY PLAT STANDARDS EVALUATION FOR TOWNHOUSE SUBDIVISIONS

| Preliminary Plat Digital Copy Requirements | | | | |
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| Compliant | | | | |
| Yes | No | N/A | City Code | City Standards |
| ☒ | ☐ | ☐ | 16.07.080.A.c.(2)(A)viii(a) | The scale, north point and date. |
| | | | *Commission Findings* | The preliminary plat includes a scale, north point, and date. |
| ☒ | ☐ | ☐ | 16.07.080.A.c.(2)(A)viii(b) | The name of the proposed subdivision. Subdivision names shall not be the same or confused with the name of any other subdivision in Blaine County, Idaho and shall be approved by the Blaine County Assessor. |
| | | | *Commission Findings* | The preliminary plat includes the name of the proposed subdivision: The Chalets at Warm Springs. This name is not currently applied to any other property in Blaine County. |
| ☒ | ☐ | ☐ | 16.07.080.A.c.(2)(A)viii(c) | The name and address of the owner of record, the subdivider, and the engineer, surveyor, or other person preparing the plat. |
| | | | *Commission Findings* | The name and address of the owner of record, the subdivider, and the surveyor are shown in the bottom left corner on page one of the preliminary plat. 108 – 110 Ritchie LLC is the owner and subdivider. Mark Van Duser, Galena-Benchmark Engineering, is the surveyor. |
| ☒ | ☐ | ☐ | 16.07.080.A.c.(2)(A)viii(d) | Legal description of the area platted. |
| | | | *Commission Findings* | The legal description is included in line two under the proposed subdivision name. |
| ☒ | ☐ | ☐ | 16.07.080.A.c.(2)(A)viii(e) | The names and the intersecting boundary lines of adjoining subdivisions and parcels of property. |
| | | | *Commission Findings* | The preliminary plat indicates the boundary lines of the adjoining lots including townhouse lots and lots within Warm Springs Village Subdivision Second Addition. |
| ☒ | ☐ | ☐ | 16.07.080.A.c.(2)(A)viii(f) | A contour map of the subdivision with contour lines and a maximum interval of two feet to show the configuration of the land based upon the United States geodetic survey data, or other data approved by the City Engineer. |
| | | | *Commission Findings* | The preliminary plat shows the contour lines for the subject property. |
| ☒ | ☐ | ☐ | 16.07.080.A.c.(2)(A)viii(g) | The scaled location of existing buildings, water bodies and courses and location of the adjoining or immediately adjacent dedicated streets, roadways and easements, public and private. |

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| | | | *Commission Findings* | The preliminary plat shows the scaled location of the adjacent street. There are no existing buildings or bodies of water on the subject property. |
| ☒ | ☐ | ☐ | 16.07.080.A. c.(2)(A)viii(h) | Boundary description of the tract. |
| | | | *Commission Findings* | Boundary description of the tract is included as longitude and latitude along the property lines. |
| ☒ | ☐ | ☐ | 16.07.080.A. c.(2)(A)viii(i) | Existing zoning of the tract. |
| | | | *Commission Findings* | The existing zoning of the subject property is contained in plat note #28. |
| ☒ | ☐ | ☐ | 16.07.080.A. c.(2)(A)viii(j) | The proposed location of street rights of way, lots, and lot lines, easements, including all approximate dimensions, and including all proposed lot and block numbering and proposed street names. |
| | | | *Commission Findings* | The proposed private roads (Baldy Way and Chalet Drive), sublots, and easements are shown and dimensioned. |
| ☒ | ☐ | ☐ | 16.07.080.A. c.(2)(A)viii(k) | The location, approximate size and proposed use of all land intended to be dedicated for public use or for common use of all future property owners within the proposed subdivision. |
| | | | *Commission Findings* | The preliminary plat shows the approximate size and proposed land use for access, public utility easements, and common area. |
| ☒ | ☐ | ☐ | 16.07.080.A. c.(2)(A)viii(l) | The location, size and type of sanitary and storm sewers, water mains, culverts and other surface or subsurface structures existing within or immediately adjacent to the proposed sanitary or storm sewers, water mains, and storage facilities, street improvements, street lighting, curbs, and gutters and all proposed utilities. |
| | | | *Commission Findings* | All sewers, water mains, street improvements, curbs and gutters are shown. |
| ☒ | ☐ | ☐ | 16.07.080.A. c.(2)(A)viii(m) | The direction of drainage, flow and approximate grade of all streets. |
| | | | *Commission Findings* | The grade and drainage of Ritchie Drive is shown. |
| ☐ | ☐ | ☒ | 16.07.080.A. c.(2)(A)viii(n) | The location of all drainage canals and structures, the proposed method of disposing of runoff water, and the location and size of all drainage easements, whether they are located within or outside of the proposed plat. |
| | | | *Commission Findings* | N/A – Drainage canals and drainage easements are not proposed. |

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| ☒ | ☐ | ☐ | 16.07.080.A.c.(2)(A)viii(o) | Vicinity map drawn to approximate scale showing the location of the proposed subdivision in reference to existing and/or proposed arterials and collector streets. |
| | | | *Commission Findings* | The preliminary plat contains a vicinity map referencing existing arterials and collector streets. |
| ☐ | ☐ | ☒ | 16.07.080.A.c.(2)(A)viii(p) | The boundaries of the floodplain, floodway and avalanche overlay district shall also be clearly delineated and marked on the preliminary plat or note provided if the entire project is in the floodplain, floodway or avalanche overlay district. |
| | | | *Commission Findings* | N/A – Property is not in the floodplain, floodway, or avalanche overlay. |
| ☐ | ☐ | ☒ | 16.07.080.A.c.(2)(A)viii(q) | Building envelopes shall be shown on each lot, all or part of which is within a floodway, floodplain, or avalanche zone; or any lot that is adjacent to the Big Wood River, Trail Creek, or Warm Springs Creek; or any lot, a portion of which has a slope of twenty five percent (25%) or greater; or upon any lot which will be created adjacent to the intersection of two or more streets. |
| | | | *Commission Findings* | N/A – Property is not in the floodplain, does not contain land with a slope of 25%, and is not creating a corner lot. |
| ☒ | ☐ | ☐ | 16.07.080.A.c.(2)(A)viii(r) | Lot area of each lot. |
| | | | *Commission Findings* | The preliminary plat shows the lot area of each sublot. |
| ☒ | ☐ | ☐ | 16.07.080.A.c.(2)(A)viii(s) | Existing mature trees and established shrub masses. |
| | | | *Commission Findings* | The lot is currently vacant and does not contain existing mature trees or shrub masses. |

FINDINGS REGARDING PRELIMINARY PLAT SUBDIVISION REQUIREMENTS

| Preliminary Plat Development and Design Requirements | | | | |
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| Compliant | | | | |
| Yes | No | N/A | City Code | City Standards |
| ☒ | ☐ | ☐ | 16.06.050.A | Lot Requirements:<br>1. Lot size, width, depth, shape and orientation and minimum building setback lines shall be in compliance with the zoning district in which the property is located and compatible with the location of the subdivision and the type of development, and preserve solar access to adjacent properties and buildings. |

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| | | | | 2. Corner lots outside of the original Ketchum Townsite shall have a property line curve or corner of a minimum radius of 25 feet unless a longer radius is required to serve an existing or future use.<br>3. Side lot lines shall be within 20 degrees to a right angle or radial line to the street line.<br>4. Double frontage lots shall not be created.<br>5. Every lot in a subdivision shall have a minimum of 20 feet of frontage on a dedicated public street or legal access via an easement of 20 feet or greater in width. Easement shall be recorded in the office of the Blaine County recorder prior to or in conjunction with recordation of the final plat.<br>6. In the LR-1 District, the maximum density of a single development is one dwelling unit per acre of gross land area of less than 25 percent slope. |
| | | | *Commission Findings* | 1. The proposed townhouse subdivision meets all dimensional standards as outlined in the T-3000 zone district for the parent lot. The minimum lot size is 8,000 square feet and the parent lot for the subject property is 35,574 square feet. The new attached townhomes meet minimum setback requirements in the T-3000 for the front, side, and rear.<br>2. N/A – a corner lot is not being proposed.<br>3. The parent lot of the townhouse subdivision and the newly created sublot lot lines are within 20 degrees to a right angle to the street lot line along Ritchie Drive, Baldy Way, and Chalet Drive.<br>4. A double frontage lot is not being proposed.<br>5. Sublots 1-6 have a minimum of 20 feet of frontage along Ritchie Drive and Sublots 7 -12 have a minimum of 20 feet of frontage along the private roads which is an access and public utility easement.<br>6. N/A – The subject property is in the T-3000 zone. |
| ☐ | ☐ | ☒ | 16.06.050.B | Building Envelopes:<br>1. Building envelopes shall be shown on preliminary and final plats when a proposed subdivision includes lot(s):<br>a. In whole or in part within the floodplain;<br>b. That contain land with a slope in excess of 25 percent, based upon natural contours; or<br>c. Create corner lots at the intersection of two or more streets.<br>2. The building envelopes shall be located in a manner designed to promote orderly and logical development of structures, minimize congestion of structures, and provide open space and solar access for each lot and structure.<br>3. Building envelopes shall be located to promote access to the lots and maintenance of public utilities, to minimize cut and fill for roads and building foundations, and minimize adverse impact upon environment, watercourses, and topographical features.<br>4. Structures may only be built on buildable lots as defined in §16.08.020. Building envelopes shall be established outside of hillsides of 25 percent |

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| | | | | and greater and outside of the floodway. A Subdivision Exception to this standard may only be considered for the following:<br>a. For parcels that are entirely within slopes of 25 percent or greater to create a reasonable building envelope, provided the Mountain Overlay District standards and all other City requirements are met.<br>b. For small encroachments into or over isolated pockets of land with a slope of 25 percent or greater that are found to be in compliance with the purposes and standards of the Mountain Overlay District and this section. |
| | | | *Commission Findings* | N/A – Property is not in the floodplain, does not contain land with a slope of 25%, and is not creating a corner lot. |
| ☐ | ☐ | ☒ | 16.06.050.C | Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:<br>1. No block shall be longer than 1,200 feet (1,200'), nor less than 400 feet between the street intersections, and shall have sufficient depth to provide for two tiers of lots.<br>2. Blocks shall be laid out in such a manner as to comply with the lot requirements.<br>3. The layout of blocks shall take into consideration the natural topography of the land to promote access within the subdivision and minimize cuts and fills for roads and minimize adverse impact on environment, watercourses and topographical features.<br>4. Except in the original Ketchum Townsite, corner lots shall contain a building envelope outside of a 75-foot radius from the intersection of the streets. |
| | | | *Commission Findings* | N/A – No new blocks are being created. |
| ☒ | ☐ | ☐ | 16.06.050.D | Street Improvement Requirements:<br>1. The arrangement, character, extent, width, grade and location of all streets put in the proposed subdivision shall be considered in their relation to existing and planned streets, topography, public convenience and safety, and the proposed uses of the land;<br>2. All streets shall be constructed to meet or exceed the criteria and standards set forth in §16.04.020, *Access, Connectivity, and Circulation*, and all other applicable ordinances, resolutions or regulations of the City or any other governmental entity having jurisdiction, now existing or adopted, amended or codified;<br>3. Where a subdivision abuts or contains an existing or proposed arterial street, railroad or limited access highway right-of-way, the City Council may require a frontage street, planting strip, or similar design features; |

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| | | | | 4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods;<br>5. Street grades shall not be less than three-tenths percent and not more than seven percent so as to provide safe movement of traffic and emergency vehicles in all weather and to provide for adequate drainage and snow plowing;<br>6. In general, partial dedications shall not be permitted, however, the City Council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the Council finds it practical to require the dedication of the remainder of the right-of-way when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right-of-way shall be dedicated;<br>7. Dead end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property. When such a dead end street serves more than two (2) lots, a temporary turnaround easement shall be provided, which easement shall revert to the adjacent lots when the street is extended;<br>8. Where any street deflects an angle of ten degrees or more, a connecting curve shall be required having a minimum centerline radius of 300 feet for an arterial and collector streets, and 125 feet for minor streets;<br>9. Streets with centerline offsets of less than 125 feet shall be prohibited;<br>10. A tangent of at least one hundred 100 feet long shall be introduced between reverse curves on arterial and collector streets;<br>11. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the County Assessor's Office before submitting same to council for preliminary plat approval;<br>12. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;<br>13. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets;<br>14. In general, the centerline of a street shall coincide with the centerline of the street right-of-way, and all crosswalk markings shall be installed by the subdivider as a required improvement;<br>15. Street lighting may be required consistent with adopted City standards and where designated shall be installed by the subdivider as a requirement improvement; |

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| | | | | 16. Private streets may be allowed upon recommendation by the Planning and Zoning Commission and approval by the City Council. Private streets shall be constructed to meet the design standards specified in §16.06.050.D.2 and §16.04.020, *Access, Connectivity, and Circulation*;<br>17. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the Streets Department and shall be consistent with the type and design of existing street signs elsewhere in the city;<br>18. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which will require construction of a new bridge or improvement of an existing bridge, such construction or improvement shall be a required improvement by the subdivider. Such construction or improvement shall be pursuant to adopted standard specifications;<br>19. Sidewalks, curbs, and gutters may be a required improvement installed by the subdivider in compliance with adopted City standards; and<br>20. No new public or private streets or flag lots associated with a proposed subdivision are permitted to be developed on parcels within the Avalanche Overlay District. |
| | | | *Commission Findings* | 1. The new private roads are accessed by Chalet Drive which is a 20' wide private drive accessed off of Ritchie Drive.<br>2. – 6. New circulation roads are not being proposed and do not intersect with arterials.<br>7. A turnaround area is provided via the nature of the hammerhead style of the private roads and is included in the access easement.<br>8. – 10. N/A due to the scope of the proposal.<br>11. Applicant to confirm prior to City Council public hearing.<br>12. – 14. N/A due to the scope of the proposal.<br>15. Streetlights are not being proposed.<br>16. The private roads are used only as access easements to each sublot on the subject property and not intended for circulation.<br>17. The scope of this project will not require street signs.<br>18. This proposed project will not require a new bridge.<br>19. Sidewalks, curbs, and gutters are being installed in compliance with City Standards.<br>20. N/A – The subject property is not in the Avalanche Overlay. |
| ☐ | ☐ | ☒ | 16.06.050.E | Alley Improvement Requirements:<br>1. Alleys shall be provided in mixed-use districts.<br>2. The width of an alley shall be not less than 20 feet.<br>3. Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement.<br>4. Dead end alleys shall be permitted only within the original Ketchum Townsite and only after due consideration of the interests of the owners of |

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| | | | | property adjacent to the dead end alley including, but not limited to, the provision of fire protection, snow removal and trash collection services to such properties.<br>5.d Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in §16.06.050.D.2. |
| | | | *Commission Findings* | N/A – No alleys are adjacent to the subject property. The existing lot is surrounded on three sides by existing developments and on one side by Ritchie Drive. |
| ☒ | ☐ | ☐ | 16.06.050.F | Required Easements: Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands.<br>1. A public utility easement at least ten feet in width shall be required within the street right-of-way boundaries of all private streets. A public utility easement at least five feet in width shall be required within property boundaries adjacent to Warm Springs Road and within any other property boundary as determined by the City Engineer to be necessary for the provision of adequate public utilities.<br>2. Where a subdivision contains or borders on a watercourse, drainageway, channel or stream, an easement shall be required of sufficient width to contain such watercourse and provide access for private maintenance and/or reconstruction of such watercourse.<br>3. All subdivisions which border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten-foot fish and nature study easement along the riverbank. Furthermore, the City Council shall require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's access. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the Council may require an extension of that easement along the portion of the riverbank which runs through the proposed subdivision.<br>4. All subdivisions that border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a 25-foot scenic easement upon which no permanent structure shall be built in order to protect the natural vegetation and wildlife along the riverbank and to protect structures from damage or loss due to riverbank erosion.<br>5. No ditch, pipe or structure for irrigation water or irrigation wastewater shall be constructed, rerouted, or changed in the course of planning for or constructing required improvements within a proposed subdivision unless same has first been approved in writing by the ditch company or property owner holding the water rights. A written copy of such approval shall be filed as part of required improvement construction plans. |

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| | | | | 6. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the city. |
| | | | *Commission Findings* | 1. The entirety of the private drives, Baldy Way and Chalet Drive, are dedicated as a public utility easement.<br>2. N/A – The subject property does not border a watercourse.<br>3. N/A – The subject property does not border the Big Wood River, Trail Creek, or Warm Springs.<br>4. N/A – The subject property does not border the Big Wood River, Trail Creek, or Warm Springs.<br>5. N/A – The subject property is currently vacant, all development and infrastructure will be new.<br>6. N/A – The scope of the project does not require non-vehicular transportation easements. |
| ☒ | ☐ | ☐ | 16.06.050.G | Sanitary Sewage Disposal Improvements:<br>1. Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum sewage treatment system as a required improvement by the subdivider.<br>2. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the City Engineer, City Council, and the Idaho Department of Health and Welfare prior to final plat approval.<br>3. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho Department of Health and Welfare and the City Council may be constructed on a temporary basis until such time as connection to the public sewage system is possible. In considering such alternative provisions, the Council may require an increase in the minimum lot size and may impose any other reasonable requirements that it deems necessary to protect public health, safety, and welfare. |
| | | | *Commission Findings* | 1. A sewage system is shown and outlined on the preliminary plat and civil plan sheets. Each sublot will have a dedicated sewage line with a new main line running through the access and public utility easement.<br>2. N/A – This standard shall apply to the final plat.<br>3. N/A – The sewage system will be connected to the public sewage system. |
| ☒ | ☐ | ☐ | 16.06.050.H | Water System Improvements:<br>1. A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement.<br>2. The subdivider shall also be required to locate and install an adequate number of fire hydrants within the proposed subdivision according to |

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| | | | | specifications and requirements of the City under the supervision of the Fire Department and other regulatory agencies having jurisdiction.<br>3. The central water system shall have sufficient flow for domestic use and adequate fire flow. All such water systems installed shall be looped extensions, and no dead end systems shall be permitted.<br>4. All water systems shall be connected to the municipal water system and shall meet the standards of the following agencies: Idaho Department of Health and Welfare, Idaho Survey and Rating Bureau, District Sanitarian, Idaho State Public Utilities Commission, Idaho Department of Reclamation, and all requirements of the City. |
| | | | *Commission Findings* | 1. A water system is shown and outlined on the preliminary plat and civil sheets. Each sublot will have a dedicated water line with a new main line running through the access and public utility easement.<br>2. A new fire hydrant is proposed at the entrance to the development, to the right of Chalet Drive.<br>3. The proposed water systems shall have sufficient flow as each sublot has a dedicated water line connected to a new water main that will run under the access and public utility easement.<br>4. The proposed water systems are connected to the municipal water systems. |
| ☐ | ☐ | ☒ | 16.06.050.I | Planting Strip Improvements:<br>1. Planting strips shall be required improvements to screen incompatible features for the following:<br>a. When a predominantly residential subdivision is proposed for land adjoining incompatible uses or features such as highways, railroads, commercial or LI districts or off street parking areas; and<br>b. Along the boundary line of lots adjacent to arterial streets or incompatible zoning districts.<br>2. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the Final Plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider;<br>3. All planting strips shall be located within an easement granted to the City and recorded in the office of the Blaine County Recorder prior to or in conjunction with recordation of the Final Plat.<br>4. The subdivider shall submit a landscaping plan for such planting strip with the preliminary plat application. |
| | | | *Commission Findings* | N/A – The surrounding developments are compatible with the proposal, and no new subdivision is being created. |
| ☐ | ☐ | ☒ | 16.06.050.J | Cuts, Fills, And Grading Improvements:<br>1. Grading shall be designed to blend with natural landforms and to minimize the necessity of padding or terracing of building sites, |

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| | | | | excavation for foundations, and minimize the necessity of cuts and fills for streets and driveways.<br>2. Areas within a subdivision that are not well suited for development because of existing soil conditions, steepness of slope, geology or hydrology shall be allocated for open space for the benefit of future property owners within the subdivision.<br>3. Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the subdivider for revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction. Until such times as such revegetation has been installed and established, the subdivider shall maintain and protect all disturbed surfaces from erosion.<br>4. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability.<br>5. Fills shall be compacted to at least 95 percent of maximum density as determined by AASHO T-99 (American Association of State Highway Officials) and ASTM D698 (American Standard Testing Methods).<br>6. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability.<br>7. Fill slopes shall be no steeper than three horizontal to one vertical (3:1). Neither cut nor fill slopes shall be located on natural slopes of three to one (3:1) or steeper, or where fill slope toes out within 12 feet horizontally of the top and existing or planned cut slope.<br>8. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet, plus one-fifth of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet; tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet, plus one-fifth of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures. |
| | | | *Commission Findings* | This standard does not apply as this application is the subdivision of an existing lot. On-site grading for the new townhomes meet all grading requirements and all disturbance will be revegetated per the landscape plan included in the approved Design Review (P24-063). |
| ☒ | ☐ | ☐ | 16.06.050.K | Drainage Improvements:<br>1. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the City on the preliminary and Final Plat. |

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| | | | | 2. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity.<br>3. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider.<br>4. Culverts shall be required where all water or drainage courses intersect with streets, driveways or improved public easements and shall extend across and under the entire improved width including shoulders. |
| | | | *Commission Findings* | 1. – 2. N/A – there are no natural drainage courses on the subject property.<br>3. An adequate drainage system is being proposed as seen in the Civil Sheets, C1.00 and C2.00, which will install storm drains and catch basins.<br>4. N/A – The scope of the proposed project does not require a culvert. |
| ☒ | ☐ | ☐ | 16.06.050.L | Utilities: In addition to the terms mentioned in this section, all utilities including, but not limited to, electricity, natural gas, telephone, and cable services shall be installed underground as a required improvement by the subdivider. Adequate provision for expansion of such services within the subdivision or to adjacent lands including installation of conduit pipe across and underneath streets shall be installed by the subdivider prior to construction of street improvements. |
| | | | *Commission Findings* | The electrical and telephones lines are proposed to be undergrounded. The gas line shown at the NW corner does not explicitly state that it will be underground. This can be added as a condition for clarity. However, staff know the intention is for the gas line to be underground. |
| ☐ | ☐ | ☒ | 16.06.050.M | Off-site Improvements: Where the off-site impact of a proposed subdivision is found by the Planning and Zoning Commission or City Council to create substantial additional traffic, improvements to alleviate that impact may be required of the subdivider prior to Final Plat approval, including, but not limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities. |
| | | | *Commission Findings* | N/A – Off-site improvements will not be required as the proposal is not expected to create substantial additional traffic. |
| ☐ | ☐ | ☒ | 16.06.050.N | Avalanche and Mountain Overlay: All improvements and subdivisions created pursuant to this chapter shall comply with Avalanche Overlay district and Mountain Overlay district requirements as set forth §16.02.060.D. |
| | | | *Commission Findings* | N/A – The property is not in the Avalanche or Mountain Overlay. |

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| ☐ | ☐ | ☒ | 16.06.050.O | Natural Feature Preservation:<br>1. Existing natural features that enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.<br>2. Preserved natural features shall be located within an easement granted to the City and recorded in the office of the Blaine County Recorder prior to or in conjunction with recordation of the Final Plat.188F |
| | | | *Commission Findings* | N/A – The property is currently vacant with no significant features. |
| ☐ | ☐ | ☒ | 16.06.050.P | Additional Criteria for Subdivision in the Floodplain Overlay District:<br>1. The City Council may require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's access easement. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the Council may require an extension of that easement along the portion of the riverbank that runs through the proposed subdivision.<br>2. All subdivision proposals shall be consistent with the standards set forth in §16.02.060.A, *FP: Floodplain Overlay District*;<br>3. All proposed lots in the subdivision shall have a building envelope that is located above the base flood elevation. It is preferred that building sites are located on natural high ground and special flood hazards areas are reserved for open space, trails, parks, and other low-impact, nonresidential uses. If fill is proposed to elevate building sites, compensatory storage must be provided pursuant to section chapter.<br>4. All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage;<br>5. All subdivision proposals shall include streets that are at or above the base flood elevation to allow dryland access for emergency vehicles during a flood event;<br>6. All subdivision proposals shall have adequate drainage facilities provided to ensure that the post-development stormwater (of a 25-year storm) discharge volume and flow rate will not exceed the pre-development conditions. Low impact development and green infrastructure techniques for stormwater management are encouraged. Drainage plans and pre- and post-development hydrology |

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| | | | | calculations shall be prepared by a civil engineer licensed in the State of Idaho;<br>7. All requirements of the Code of Federal Regulations, 44 CFR 60.3 shall be met; and<br>8. All subdivision proposals and other development proposals shall have received all necessary permits from those governmental agencies for which approval is required by federal or state law, including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 USC 1334. |
| | | | *Commission Findings* | N/A – The property is not in the floodplain. |

FINDINGS REGARDING TOWNHOME SUBDIVISION REQUIREMENTS

| Townhouse Subdivision Requirements | | | | |
|---|---|---|---|---|
| Compliant | | | | |
| Yes | No | N/A | City Code | City Standards |
| ☒ | ☐ | ☐ | 16.06.070.C.1 | All townhouse developments, including each individual sublot, shall not exceed the maximum building coverage requirements of the zoning district. The building coverage limitation shall apply to the collective townhouse development lot, and not each individual sublots. |
| | | | *Commission Findings* | The development is in the T-3000 zone district which allows for up to a 1.6 Floor Area Ratio (FAR) if the development utilizes the City's density bonus program. The development has a proposed FAR of 1.30. The FAR Exceedance Agreement #27005 was approved on March 25, 2026. |
| ☒ | ☐ | ☐ | 16.06.070.C.2 | All garages shall be designated on the preliminary and Final Plats and on all deeds as part of the particular townhouse units. Detached garages may be platted on separate sublots; provided that the ownership of detached garages is tied to specific townhouse units on the townhouse plat and in any owner's documents, and that the detached garage(s) may not be sold and/or owned separate from any dwelling unit(s) within the townhouse development. |
| | | | *Commission Findings* | All garages are designated on the preliminary plat. Each townhouse has dedicated garage parking within each unit. |