



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: July 9, 2026 Staff Member/Dept: Morgan Landers, AICP – Contract Planner

Agenda Item: Recommendation to hold a public hearing and approve the Condominium Subdivision Preliminary Plat for the 300 E River Street Condominiums, as conditioned, and adopt the Findings of Fact.

Recommended Motion:

I move to approve the Condominium Subdivision Preliminary Plat for the 300 E River St Condominiums, as conditioned, and adopt the Findings of Fact, Conclusions of Law, and Decision.

Reasons for Recommendation:

- The construction of the Observatory Hotel located at 300 E River St at the corner of Main Street and River Street is nearing completion.
- Ketchum’s Land Development Code requires that framing be completed prior to submittal of a preliminary plat, which the project has surpassed that milestone.
- Staff reviewed the preliminary plat application for compliance with the Ketchum Land Development Code, the Development Agreement for the project, the PUD/CUP approval, the Design Review approval, and the Floodplain Development approval.
- The preliminary plat, as conditioned, meets all the requirements and conditions set forth in all prior approvals.
- The Planning and Zoning Commission held a public hearing on the application on June 4, 2026, and approved the Findings of Fact for the application on June 17, 2026, recommending approval with four conditions.

Policy Analysis and Background (non-consent items only):

As noted above, the Planning and Zoning Commission recommended approval of the condominium preliminary plat with four conditions. Those conditions included:

1. This preliminary plat application is subject to all conditions of approval for PUD/CUP P08-007, Design Review P22-059A, Amended and Restated Development Agreement (Instrument #630816) as amended, Floodplain Development Permit P25-046, and the ROW Encroachment Agreement as approved by City Council.
2. Prior to final plat approval, the plat shall be revised to add the following plat notes:
 - a. A 25’ wide scenic easement measured horizontally from the edge of the ordinary high water mark is granted as shown hereon, 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. Said easement shall shift in accordance with the location of the channel and its ordinary high-water mark

- b. The 100-year floodplain line, ordinary high water and setbacks are subject to change with updated flood studies by FEMA and changes in the course of the river over time. This plat reflects the current conditions but should not be relied upon as the definitive source for this information
- c. No parking space may be condominiumized or sold separate from a condominium unit
- 3. Prior to approval of the preliminary plat application by City Council, the final CC&Rs shall be reviewed and approved by the City Attorney.
- 4. 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.

As of the date of this report, condition #3 requiring approval of the CC&Rs by the city attorney has been satisfied. Therefore, condition #3 is not included in the recommended conditions of approval for the City Council’s consideration of this application.

PLANNING AND ZONING COMMISSION RECOMMENDATION

The Commission recommends the City Council approve the 300 E River Street Condominium Preliminary Plat with the following conditions:

- 1. This preliminary plat application is subject to all conditions of approval for PUD/CUP P08-007, Design Review P22-059A, Amended and Restated Development Agreement (Instrument #630816) as amended, Floodplain Development Permit P25-046, and the ROW Encroachment Agreement as approved by City Council.
- 2. Prior to final plat approval, the plat shall be revised to add the following plat notes:
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 - c. No parking space may be condominiumized or sold separate from a condominium unit
- 3. 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.

Sustainability Impact:

Sustainability impacts of the project were address through the PUD/CUP process, the proposed application complies with all requirements of the approved PUD/CUP.

Financial Impact:

| | |
|--|------|
| None OR Adequate funds exist in account: | None |
|--|------|

Attachments:

| |
|---|
| 1. Application and Supporting Materials |
| 2. Preliminary Plat Plan Set |
| 3. Draft Findings of Fact, Conclusions of Law, and Decision |



City of Ketchum

**ATTACHMENT 1:
Application (upon
request) and
Supporting Materials**



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

ISSUED BY
STEWART TITLE GUARANTY COMPANY

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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




Frederick H. Eppinger
President and CEO


David Hisey
Secretary

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ALTA Commitment For Title Insurance (7-01-2021)

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
 - b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
 - c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
 - d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
 - e. "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.
 - f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
 - g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
 - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
 - j. "Title": The estate or interest in the Land identified in Item 3 of 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 is not liable for any other amendment to this Commitment.

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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 is not 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 is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. 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 IS 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 closing, settlement, escrow, or any other purpose.

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. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

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10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election 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 Stewart Title Guaranty Company, P.O. Box 2029, Houston, Texas 77252-2029.

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**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

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: 1074245
Loan ID Number:
Commitment Number: 2325094
Issuing Office File Number: 2325094
Property Address: 300 E River St., Ketchum, ID 83340
Revision Number: 1

1. **Commitment Date:** October 22, 2025 at 8:00 A.M.

2. **Policy to be issued:**

Proposed Amount of Insurance

(a) 2021 ALTA® Owner's Policy

Proposed Insured:

(b) 2021 ALTA® Loan Policy

Proposed Insured:

3. **The estate or interest in the Land at the Commitment Date is:**

Fee Simple

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

Harriman Ketchum Hotel, LLC, an Idaho limited liability company

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

Lot 2, Block 83 of a REPLAT OF BLOCK 83 ORIGINAL TOWN OF KETCHUM, according to the official plat thereof, recorded as Instrument No. 210798, records of Blaine County, Idaho.

STEWART TITLE GUARANTY COMPANY


Authorized Countersignature

STATEMENT OF CHARGES

These charges are due and payable
before a policy can be issued

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ID ALTA Commitment for Title Insurance Schedule A (07-01-2021) SOC

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**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART I**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Requirements

File No.: 2325094- Revision No. 1

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Pursuant to the State of Idaho Insurance Regulations, a cancellation fee is to be charged on all cancelled orders. Unless otherwise advised, orders will be considered cancelled six months after the effective date on the Commitment. The amount of the fee assessed shall be in accordance with our rate filing with the Idaho Department of Insurance.

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ALTA Commitment For Title Insurance Schedule B I (07-01-2021)

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 2325094- Revision No. 1

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions 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. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

10. General taxes for the year 2025 and subsequent years, which are a lien not yet payable.

Note: General taxes for the year 2024, a lien in the amount of \$11,301.86, which are paid in full. (Parcel No. RPK00000830020)

11. Water and sewer charges of the City of Ketchum, which are current as of the date of policy
12. Ketchum rubbish charges billed by Clear Creek Disposal, which are current as of date of policy
13. Sanitary Sewer Easement, including the terms and provisions thereof, in favor of the City of Ketchum, recorded June 26, 1968 in Book 189 of Deeds at page 185, as [Instrument No. 130090](#), records of Blaine County, Idaho.
14. Notes, Easements and Restrictions, if any, as shown on the plat a Replat of Block 83 Original Town of Ketchum, recorded January 13, 1981 as [Instrument No. 210798](#), records of Blaine County, Idaho.
15. Amended and Restated Development Agreement, including the terms and provisions thereof, recorded October 30, 2015 as [Instrument No. 630816](#) and Corrected June 22, 2016 as [Instrument No. 635897](#), and First Amendment recorded June 5, 2018 as [Instrument No. 652281](#), and Second Amendment recorded April 7, 2023 as [Instrument No. 699618](#), records of Blaine County, Idaho.

Notice of Employee Housing Plan, including the terms and provisions thereof, recorded April 22, 2016 as [Instrument No. 634489](#), records of Blaine County, Idaho.

Settlement Agreement, including the terms and provisions thereof, recorded June 29, 2022 as [Instrument No. 694658](#), records of Blaine County, Idaho.

Waiver of Condition of Settlement Agreement, including the terms and provisions thereof, recorded July 19, 2022 as [Instrument No. 695102](#), records of Blaine County, Idaho.

16. Hotel Ketchum Amenities Agreement, including the terms and provisions thereof, by and between Trail Creek Fund, LLC, a California limited liability company and Richard L. Mull, recorded April 2, 2013 as [Instrument No. 607927](#), records of Blaine County, Idaho.
17. Right of Way Encroachment [Agreement](#) dated July 14, 2016, including the terms and provisions thereof, by and between Trail Creek Fund LLC and the City of Ketchum, as disclosed to the Company.
18. Owner Participation Agreement, including the terms and provisions thereof, by and between the Ketchum Urban Renewal Agency and Trail Creek Fund, LLC, recorded February 22, 2017 as [Instrument No. 641727](#), records of Blaine County, Idaho.
19. All matters depicted on that certain Survey recorded November 8, 2019 as [Instrument No. 664764](#), records of Blaine County, Idaho.

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**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART II**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

20. All matters depicted on that certain ALTA/NSPS Survey, dated November 27, 2019, as [Project No. 6560-02](#), records of Blaine County, Idaho.
21. Assignment Agreement 20441, including the terms and provisions thereof, recorded December 19, 2019 as [Instrument No. 665815](#), records of Blaine County, Idaho.
22. Assignment Agreement, including the terms and provisions thereof, recorded July 21, 2022 as [Instrument No. 695155](#), and Corrected Assignment Agreement recorded August 1, 2022 as [Instrument No. 695340](#), records of Blaine County, Idaho.
23. Any adverse claim based upon the assertion that
 - a) Some portion of the land forms the bed or bank of a navigable river or lake, or lies below the mean high water mark thereof;
 - b) The boundary of the land has been affected by a change in the course or water level of a navigable river or lake;
 - c) The land is subject to water rights, claims or title to water and to any law or governmental regulation pertaining to wetlands.
24. Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby:
Amount: \$55,500,000.00
Dated: 02/02/2024
Grantor: Harriman Ketchum Hotel, LLC, an Idaho limited liability company
Trustee: Blaine County title, Inc.
Beneficiary: Centennial Bank, an Arkansas state-chartered bank
Recorded: 02/02/2024, as Instrument No. 704599, records of Blaine County, Idaho
25. UCC-1 Financing Statement by and between Harriman Ketchum Hotel, LLC as Debtor and Centennial Bank as Secured Party recorded 02/02/2024 as Instrument No. 704600, records of Blaine County, Idaho

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STEWART TITLE GUARANTY COMPANY PRIVACY NOTICE

This Stewart Title Guaranty Company Privacy Notice (“Notice”) explains how Stewart Title Guaranty Company and its subsidiary title insurance companies (collectively, “Stewart”) collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of your information. Pursuant to Title V of the Gramm-Leach Bliley Act (“GLBA”) and other Federal and state laws and regulations applicable to financial institutions, consumers have the right to limit some, but not all sharing of their personal information. Please read this Notice carefully to understand how Stewart uses your personal information.

The types of personal information Stewart collects, and shares depends on the product or service you have requested.

Stewart may collect the following categories of personal and financial information from you throughout your transaction:

1. Identifiers: Real name, alias, online IP address if accessing company websites, email address, account name, unique online identifier, social security number, driver’s license number, passport number, or other similar identifiers;
2. Demographic Information: Marital status, gender, date of birth.
3. Personal Information and Personal Financial Information: Name, signature, social security number, physical characteristics or description, address, telephone number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, credit reports, or any other information necessary to complete the transaction.

Stewart may collect personal information about you from:

1. Publicly available information from government records.
2. Information we receive directly from you or your agent(s), such as your lender or real estate broker;
3. Information about your transactions with Stewart, our affiliates, or others; and
4. Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Stewart may use your personal information for the following purposes:

1. To provide products and services to you or in connection with a transaction.
2. To improve our products and services.
3. To communicate with you about our, our affiliates’, and others’ products and services, jointly or independently.

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

- a. To fulfill or meet the reason for which the information is provided.
- b. To provide, support, personalize, and develop our website, products, and services.
- c. To create, maintain, customize, and secure your account with Stewart.
- d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- e. To prevent and/or process claims.
- f. To assist third party vendors/service providers who complete transactions or perform services on Stewart’s behalf pursuant to valid service provider agreements.
- g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- i. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- j. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- k. Auditing for compliance with federal and state laws, rules and regulations.
- l. Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments.
- m. 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 throughout the course of your transaction (for example, a realtor, broker, or a lender). Stewart may disclose your personal information to a non-affiliated third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter in 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:

- a. Non-affiliated service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- b. To enable Stewart to prevent criminal activity, fraud, material misrepresentation, or nondisclosure.
- c. Stewart's affiliated and subsidiary companies.
- d. Non-affiliated third-party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you.
- e. Parties involved in litigation and attorneys, as required by law.
- f. Financial rating organizations, rating bureaus and trade associations.
- g. Federal and State Regulators, law enforcement and other government entities to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

The law does not require your prior authorization or consent and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with non-affiliated third parties, except as required or permitted by law.

Right to Limit Use of Your Personal Information

You have the right to opt-out of sharing of your personal information among our affiliates to directly market to you. To opt-out of sharing to our affiliates for direct marketing, you may send an "opt out" request to Privacyrequest@stewart.com, or contact us through other available methods provided under "Contact Information" in this Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

How Stewart Protects Your Personal Information

Stewart maintains physical, technical and administrative safeguards and policies to protect your personal information.

Contact Information

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

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

Email: Privacyrequest@stewart.com

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

Privacy Notice at Collection for California Residents

Pursuant to the California Consumer Privacy Act of 2018 (“CCPA”) and the California Privacy Rights Act of 2020, effective January 1, 2023 (“CPRA”), Stewart Information Services Corporation and its subsidiary companies (collectively, “Stewart”) are providing this **Privacy Notice at Collection for California Residents** (“CCPA & CPRA Notice”). This CCPA & CPRA Notice supplements the information contained in Stewart’s existing privacy notice and applies solely to all visitors, users, and consumers and others who reside in the State of California or are considered California Residents as defined in the CCPA & CPRA (“consumers” or “you”). All terms defined in the CCPA & CPRA have the same meaning when used in this Notice.

Personal and Sensitive Personal Information Stewart Collects

- 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), Gramm Leach Bliley Act (GLBA) and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of **personal and sensitive 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 and sensitive information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees, or their agents (For example, realtors, lenders, attorneys, brokers, 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 and Sensitive Personal Information

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

- a. To fulfill or meet the reason for which the information is provided.
- b. To provide, support, personalize, and develop our website, products, and services.
- c. To create, maintain, customize, and secure your account with Stewart.
- d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- e. To prevent and/or process claims.
- f. To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- i. 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).
- j. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- k. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- l. Auditing for compliance with federal and state laws, rules and regulations.
- m. 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.
- n. 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 or sensitive information or use the personal or sensitive 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 throughout the course of your transaction (for example, a realtor, broker, 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 into 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:

- a. Service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- b. Affiliated Companies.
- c. Parties involved in litigation and attorneys, as required by law.
- d. Financial rating organizations, rating bureaus and trade associations.
- e. 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 |

Your Consumer Rights and Choices Under CPPA and CPRA

Your Rights Under CCPA

The CCPA provides consumers (California residents as defined in the CCPA) 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.

Your Rights Under CPRA

CPRA expands upon your consumer rights and protections offered by the CCPA. This section describes your CPRA rights and explains how to exercise those rights.

Opt-Out of Information Sharing and Selling

Stewart does not share or sell information to third parties, as the terms are defined under the CCPA and CPRA. Stewart only shares your personal information as commercially necessary and in accordance with this CCPA & CPRA Notice.

Correction of Inaccurate Information

You have the right to request that Stewart correct any inaccurate information maintained about.

Limit the Use of Sensitive Personal Information

You have the right to limit how your sensitive personal information, as defined in the CCPA and CPRA is disclosed or shared with third parties.

Exercising Your Rights Under CCPA and CPRA

To exercise the access, data portability, deletion, opt-out, correction, or limitation rights described above, please submit a verifiable consumer request to us by the available means provided below:

1. Calling us Toll Free at 1-866-571-9270
2. Emailing us at Privacyrequest@stewart.com; or
3. 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, if applicable.

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 and CPRA rights. Unless permitted by the CCPA or CPRA, 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.

Record Retention

Your personal information will not be kept for longer than is necessary for the business purpose for which it is collected and processed. We will retain your personal information and records based on established record retention policies pursuant to California law and in compliance with all federal and state retention obligations. Additionally, we will retain your personal information to comply with applicable laws, regulations, and legal processes (such as responding to subpoenas or court orders), and to respond to legal claims, resolve disputes, and comply with legal or regulatory recordkeeping requirements

Changes to This CCPRA & CPRA Notice

Stewart reserves the right to amend this CCPA & CPRA Notice at our discretion and at any time. When we make changes to this CCPA & CPRA Notice, we will post the updated Notice on Stewart's website and update the Notice's effective date.

Link to Privacy Notice

Stewart's Privacy Notice can be found on our website at <https://www.stewart.com/en/privacy.html>.

Contact Information

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described herein, 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, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

STG Privacy Notice 2 (Rev 01/26/09) Independent Agencies and Unaffiliated Escrow Agents

WHAT DO/DOES THE Blaine County Title, Inc. 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 Blaine County Title, Inc. , and its affiliates (" N/A "), 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 Blaine County Title, Inc. , 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. | Yes | No |
| For our affiliates' everyday business purposes — information about your creditworthiness. | No | We don't share |
| For our affiliates to market to you | Yes | No |
| 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/does Blaine County Title, Inc. notify me about their practices? | We must notify you about our sharing practices when you request a transaction. |
| How do/does Blaine County Title, Inc. protect my personal information? | To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards. |
| How do/does Blaine County Title, Inc. collect my personal information? | <p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • request insurance-related services • provide such information to us <p>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.</p> |
| 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: Blaine County Title, Inc. , 360 Sun Valley Road, PO Box 3176, Ketchum, ID 83340



WARRANTY DEED

FOR VALUE RECEIVED

Harriman Hotel, LLC, an Idaho limited liability company,

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

Harriman Ketchum Hotel, LLC, an Idaho limited liability company

the Grantee, whose current address is: PO Box 84, Sun Valley, ID 83353

the following described premises, to-wit:

Lot 2, Block 83 of a REPLAT OF BLOCK 83 ORIGINAL TOWN OF KETCHUM, according to the official plat thereof, recorded as Instrument No. 210798, records of Blaine County, Idaho.

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

Dated this 30th day of June, 2022.

HARRIMAN HOTEL, LLC, AN IDAHO LIMITED
LIABILITY COMPANY

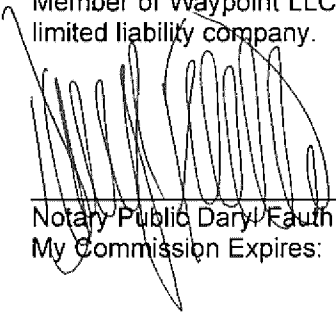
BY: Waypoint, LLC, an Idaho limited liability
company, its Manager

A handwritten signature in black ink, appearing to read 'Jack E. Bariteau Jr.', written over a horizontal line.

Jack E. Bariteau Jr.
Managing Member, Waypoint LLC

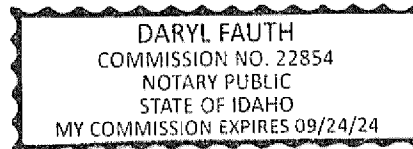
State of Idaho
County of Blaine

This record was acknowledged before me on 1st day of July, 2022, by Jack E. Bariteau Jr., Managing Member of Waypoint LLC, an Idaho limited liability company, Manager of Harriman Hotel, LLC, an Idaho limited liability company.



Notary Public Daryl Fauth
My Commission Expires: September 24, 2024

(STAMP)



SEWER LINE EASEMENT AGREEMENT

JK This Sewer Line Easement Agreement (“**Easement Agreement**”) is made this day of January 2026, by and between La Residence Condominiums, an unincorporated association (“**Grantor**”) and City of Ketchum, Idaho (“**Grantee**”) (Grantor and Grantee are collectively referred to as “**Parties**”).

RECITALS

A. The Grantor is the owner in fee simple of a parcel of property located in the City of Ketchum, Idaho, more particularly described as the common area for the LA RESIDENCE CONDOMINIUMS, according to the official plat thereof, recorded as Instrument No. 210800, and First Amendment to Master Condominium Declaration recorded as Instrument No. 212377, records of Blaine County, Idaho (“**Servient Estate**”).

B. Grantee is a body politic and corporate and has the power and authority to own and hold interests in real property.

C. In conjunction with the development of a neighboring parcel, the existing sewer line was relocated such that it crosses the Servient Estate within the ten (10) foot wide area legally defined on the attached Exhibit A-1 and graphically shown on the map attached here to as Exhibit A-2 (the “**Easement Area**”).

D. Grantor and Grantee desire to establish a sewer line easement across, over and under the Easement Area to enable the Grantee to maintain, repair, replace, construct, reconstruct and use the sewer line.

AGREEMENT

NOW, THEREFORE, IN CONSIDERATION of the above recitals which are incorporated below, and of the mutual covenants and agreements herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Grant of Easement. Grantor hereby grants and conveys to Grantee, and its successors and assigns, a non-exclusive public sewer line easement over, across and under the Easement Area located on the Servient Estate (“**Sewer Line Easement**”).

2. Purposes/Restrictions. The Sewer Line Easement may be used for the operation, improvement, reconstruction, repair and maintenance of the sewer line within the Sewer Line Easement by Grantee and shall be used solely for the benefit of Grantee and the general public. The establishment of the Sewer Line Easement shall not affect the zoning setbacks of the Grantor’s property. If the Grantee exercises any of its rights under this Easement Agreement, Grantee shall first provide reasonable notice to Grantor, except in case of an emergency, and the Grantee shall return the property to its pre-existing condition. Notwithstanding the foregoing, nothing herein shall restrict

Grantor from full access over the Sewer Line Easement for vehicular ingress and egress, including improving the driveway located within the easement area, including heating, maintaining such improvements, and paving and maintenance of improvements appurtenant to such use nor restrict Grantor from granting additional non-exclusive easements over the Sewer Line Easement for the benefit of the neighboring property.

3. Successors and Assigns. All provisions of this Easement Agreement, including the benefits and burdens, run with the land covered hereby and are binding on and inure to the benefit of the heirs, permitted assigns, permitted successors, tenants and personal representatives of the Parties hereto.

4. Recordation of Instrument. The Parties agree that this Easement Agreement may be duly recorded by Grantee.

5. Miscellaneous Provisions.

a. Headings. The headings in this Easement Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Easement Agreement or any provision hereof.

b. Severability. Every provision of this Easement Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Easement Agreement.

c. Remedies. The rights and remedies provided by this Easement Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive its rights to use any or all other remedies. Said rights and remedies are given in addition to any other rights the Parties may have by law, statute, ordinance or otherwise.

d. Amendment. This Easement Agreement may be amended only in writing signed by all of the Parties.

e. Attorneys' Fees. Should any action be brought to interpret or enforce any provision hereof, or for damages for breach hereof, the prevailing party shall be entitled to such reasonable attorney's fees and costs as may be determined by any court of competent jurisdiction wherein such action is brought, and on appeals and in bankruptcy proceedings.

f. Entire Agreement. This Easement Agreement contains the entire agreement between the Parties respecting the matters herein set forth and supersedes all prior agreements between the Parties hereto respecting such matter.

g. Governing Law. This Easement Agreement shall be construed in accordance with the laws of the State of Idaho.

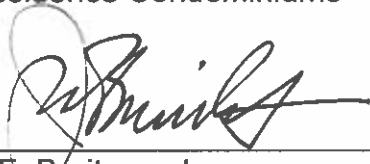
h. Counterparts. This Easement Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

i. Presumption. No presumption shall exist in favor of or against any party to this Easement Agreement as the result of the drafting and preparation of the document.

IN WITNESS WHEREOF, the Parties have executed this Sewer Line Easement Agreement the day and year written herein.

GRANTOR:

La Residence Condominiums

By: 

Jack E. Bariteau, Jr.
President of the Management Body

GRANTEE:

CITY OF KETCHUM

By: _____
_____, Mayor

ATTEST:

_____, City Clerk

Galena-Benchmark Engineering

ENGINEERING, PLANNING, SURVEYING & MAPPING
PO Box 733 : 100 Bell Drive
Ketchum, Idaho 83340
208-726-9512: info@galena-benchmark.com



EXHIBIT A-1

Legal Description for a Sewer Easement to Benefit the City of Ketchum

A strip of land being 10 feet in width, located within Section 18, Township 4 North, Range 18 East, Boise Meridian, City of Ketchum, Blaine County, Idaho. Said strip of land being a portion of the Common Area of LA Residence Condominiums which is recorded under Instrument #210800, records of Blaine County, Idaho and being more particularly described by metes and bounds as follows:

BEGINNING at the northerly corner of said LA Residence Condominiums which bears North $41^{\circ}06'38''$ East, 97.63 feet from westerly corner of said LA Residence Condominiums as shown on Record of Survey Instrument #664764, records of Blaine County, Idaho. Said northerly corner being the **TRUE POINT OF BEGINNING**.

THENCE South $44^{\circ}45'58''$ East, 10.03 feet along the northeasterly boundary of said LA Residence Condominiums.

THENCE South $41^{\circ}06'38''$ West along a line 10 feet southeasterly of and parallel to the northwesterly boundary of said LA Residence Condominiums, 83.93 feet;

THENCE South $37^{\circ}14'03''$ East, 37.07 feet,

THENCE South $52^{\circ}32'51''$ West, 8.67 feet more or less to the southwesterly boundary of said LA Residence Condominiums.

THENCE North $45^{\circ}01'48''$ West along said southwesterly boundary, 9.82 feet,

THENCE leaving said southwesterly boundary North $37^{\circ}14'03''$ West, 35.53 feet more or less to the northwesterly boundary of said LA Residence Condominiums.

THENCE North $41^{\circ}06'38''$ East, 92.80 feet to the **TRUE POINT OF BEGINNING**.

Said easement contains 1,289 square feet (0.03 ac.) more or less.
See Exhibit Map attached hereto and made a part of this description.

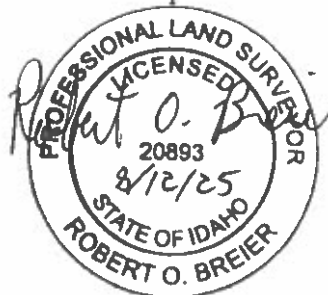
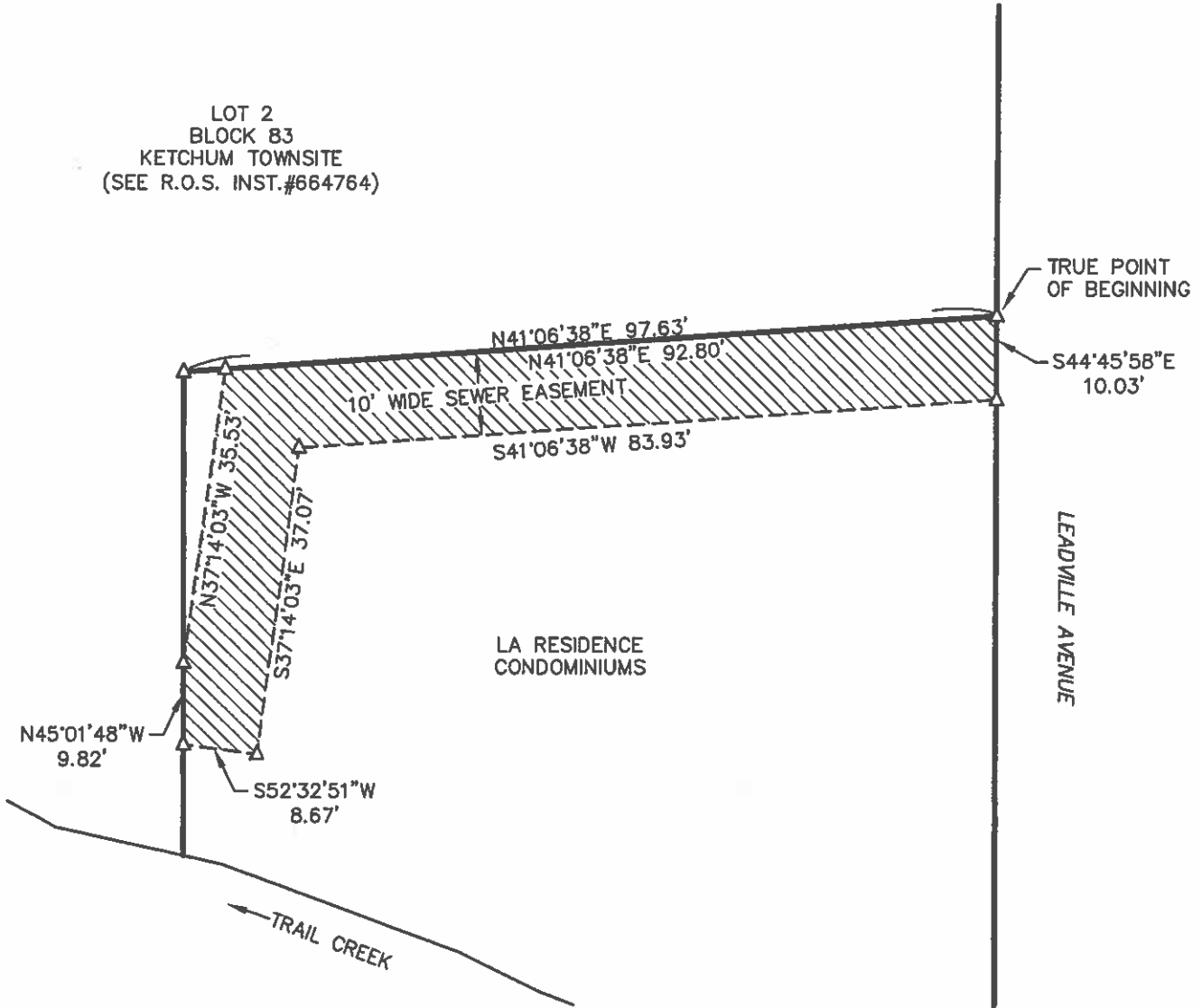


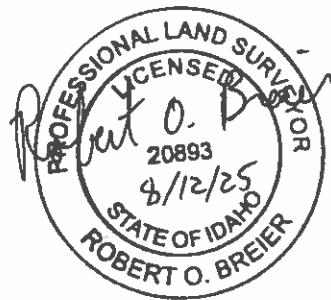
EXHIBIT A-2

LOT 2
BLOCK 83
KETCHUM TOWNSITE
(SEE R.O.S. INST.#664764)



LEGEND

- Property Line
- Proposed Easement Area
- CALCULATED POINT



GRAPHIC SCALE
1 inch = 20 ft.

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



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

AN EXHIBIT MAP SHOWING A SEWER EASEMENT WITHIN
LA RESIDENCE CONDOMINIUMS
WITHIN SECTION 18, T4N, R18E, B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
PREPARED FOR THE CITY OF KETCHUM

PROJECT INFORMATION
G:\BMAV\ketchum\illage\block 83\6580-05 Condo Plat\dwg\Easement\Sewer Esmnt for City on LA Res.dwg

PG. 2 OF 2 OF DESCRIPTION

Instrument # 716692
Blaine County, Hailey, Idaho
01/07/2026 01:24:53 PM No. of Pages: 9
Recorded for: BLAINE COUNTY TITLE
Stephen F. Graham Fee: \$34.00
Deputy gbrower
Electronically Recorded

Recording Requested By and
When Recorded Return to:

(Space Above This Line For Recorder's Use)

CROSS-EASEMENT AGREEMENT

This Cross-Easement Agreement ("**Agreement**") in made and entered into this 7th day of January 2026 by and between La Residence Condominiums, an unincorporated association ("**La Residence**") and Harriman Ketchum Hotel, LLC, an Idaho limited liability company ("**HKH**") collectively referred to as ("**Parties**"), or each individually as ("**Party**").

RECITALS

A. The La Residence Management Body is the entity authorized by the First Amendment to Master Condominium Declaration recorded as Instrument No. 212377, ("**Declaration**"), to manage the property designated as common area of the La residence Condominiums located in Blaine County, Idaho; more particularly described on the Plat for La Residence Condominiums of file in the Office of the Blaine County Recorder as Instrument No. 210800 ("**La Residence Property**"), and it is the party empowered by said Declaration to grant easements with respect thereto.

B. HKH is the owner of real property situated in the State of Idaho, County of Blaine commonly known as 300 River Street East, Ketchum, Idaho and more particularly described as Lot 2, Block 83 of the City of Ketchum, according to the plat thereof on file in the Office of the Blaine County Recorder as Instrument No. 210798 (the "**HKH Property**") on which plan to operate a hotel.

C. In connection with the development of the HKH Property, HKH and La Residence desire to enter into and grant each other certain easements with respect to each other's property.

EASEMENTS

In consideration of the terms, covenants, and conditions hereof and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to grant to each other the following easements

on, across and over their respective property. Each easement, including the benefits and burdens, runs with the land covered hereby.

1. HKH to La Residence. HKH hereby grants and conveys to “a Residence and its permitted assigns, permitted successors, invitees, and for the benefit of heirs, tenants, contractors and personal representatives of the Parties hereto, the following:

An easement for pedestrian and vehicular access on, over and across its property described on Exhibit A-1 in the cross-hatched area, and more particularly described in the legal description on Exhibit A-2, attached hereto and made a part hereof (the “**La Residence Easement**”). The La Residence Easement shall include the right to pedestrian and vehicular ingress and egress and parking and for maintenance, repair and reconstruction of improvements on the La Residence Property. In conjunction with the La Residence Easement, HKH shall install an asphalt driveway in the La Residence Easement area and shall further have the obligation to maintain said driveway at its sole cost and expense.

2. La Residence to HKH. La Residence hereby grants and conveys to HKH and its permitted assigns, permitted successors, invitees, and for the benefit of heirs, tenants, contractors and personal representatives of the Parties hereto, the following:

An easement for pedestrian and vehicular access on, over and across its property described on Exhibit B-1 in the cross-hatched area, and more particularly described in the legal description on Exhibit B-2, attached hereto and made a part hereof (the “**HKH Easement**”). The HKH Easement shall include the right to pedestrian and vehicular ingress and egress to the HKH Property for purposes routine maintenance and repairs to the hotel building including, but not limited to access to grease traps, and water/oil filtration tanks, and for emergency egress for fire code compliance. In conjunction with the HKH Easement, HKH shall maintain the driveway in the HKH Easement area, at its sole cost and expense.

MISCELLANEOUS PROVISIONS

1. Both Parties shall indemnify, defend, protect and hold harmless, each other, from and against any and all claims, demands, damages, losses, liens, liabilities, penalties, fines, lawsuits and other proceedings, costs and expenses

(including reasonable attorney's fees) which relate to, and are connected with or arise out of their exercise of any of these easements and rights herein granted.

2. The Parties agree that this Agreement may be duly recorded, and the parties shall share equally the cost of recording.

3. The headings in this Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

4. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

5. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive its rights to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

6. Should any action be brought to interpret or enforce any provision hereof, or for damages for breach hereof, the prevailing party shall be entitled to such reasonable attorney's fees as may be determined by any court of competent jurisdiction wherein such action is brought.

7. This Agreement and the terms and provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

8. This Agreement contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements between the parties hereto respecting such matter.


9. This Agreement shall be construed in accordance with the laws of the State of Idaho.

10. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11. No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of the document.


12. Time and timely performance is of the essence of this Agreement.

La Residence Condominiums

By: 

Jack E. Bariteau, Jr.
President of the Management Body

Harriman Ketchum Hotel, LLC

By: Waypoint, LLC
Its Managing Member
By: 

Jack E. Bariteau, Jr.,
Its: Managing Member

State of Idaho)
)
County of Blaine)

On 7 DAY OF JANUARY, 2026, before me the undersigned, a Notary Public in and for said state, personally appeared Jack E. Bariteau, Jr, President of the Management Body of La Residence Condominiums, and known to be the person who signed the foregoing instrument, and he duly acknowledged to me that he executed the same on behalf of said association.

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



DELICIAH B. CARDEN
Notary Public for Idaho
Residing at: 100 BEN DWAVE, LEAHLON ID 83340
My Commission expires: 02/27/2029

State of Idaho)
)
County of Blaine)

On 7 DAY OF JANUARY, 2026, before me, a Notary Public in and for said State, personally appeared Jack E. Bariteau, Jr., known or identified to me to be the Managing Member of Waypoint, LLC, an Idaho limited liability company, the Managing Member in Harriman Hotel, LLC, an Idaho limited liability company, who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that such limited liability company executed the same in said limited liability company name.



DELICIAH B. CARDEN
Notary Public for Idaho
Residing at: 100 BEN DWAVE, LEAHLON ID 83340
My Commission expires: 02/27/2029

EXHIBIT A-1

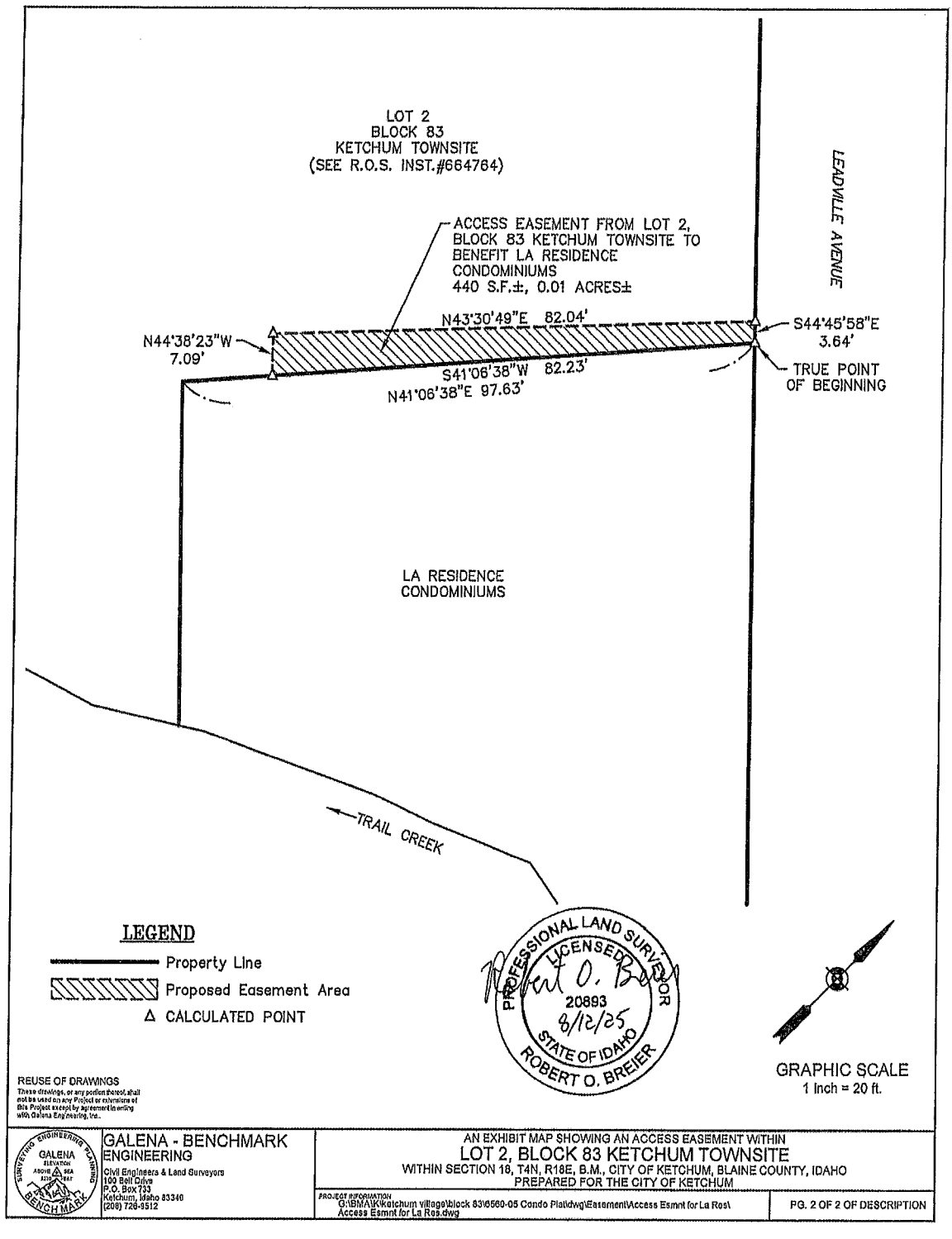
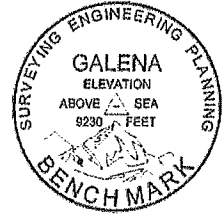


EXHIBIT A-2

Galena-Benchmark Engineering

ENGINEERING, PLANNING, SURVEYING & MAPPING
PO Box 733 : 100 Bell Drive
Ketchum, Idaho 83340
208-726-9512: info@galena-benchmark.com



Legal Description for an Access Easement to Benefit LA Residence Condominiums

A parcel of land located within Section 18, Township 4 North, Range 18 East, Boise Meridian, City of Ketchum, Blaine County, Idaho. Said parcel of land being a portion of Lot 2, Block 83, Ketchum Townsite, which is recorded under Instrument #210798, Records of Blaine County, Idaho, and being more particularly described as follows:

BEGINNING at the easterly corner of said Lot 2, Block 83, Ketchum Townsite which bears North 41°06'38" East, 97.63 feet from an angle point in said Lot 2, as shown on Record of Survey Instrument #664764, records of Blaine County, Idaho. Said easterly corner being the **TRUE POINT OF BEGINNING**.

THENCE South 41°06'38" West along the southeasterly boundary of said Lot 2, 82.23 feet;

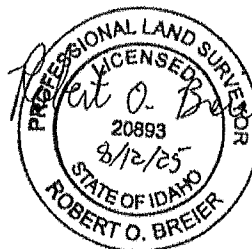
THENCE leaving said southeasterly boundary North 44°38'23" West, 7.09 feet;

THENCE North 43°30'49" East, 82.04 feet more or less to the northeasterly boundary of said Lot 2;

THENCE South 44°45'58" East, 3.64 feet to the **TRUE POINT OF BEGINNING**.

Said easement contains 440 square feet (0.01 ac.) more or less.

See Exhibit Map attached hereto and made a part of this description.



Page 1 of 2

EXHIBIT B-1

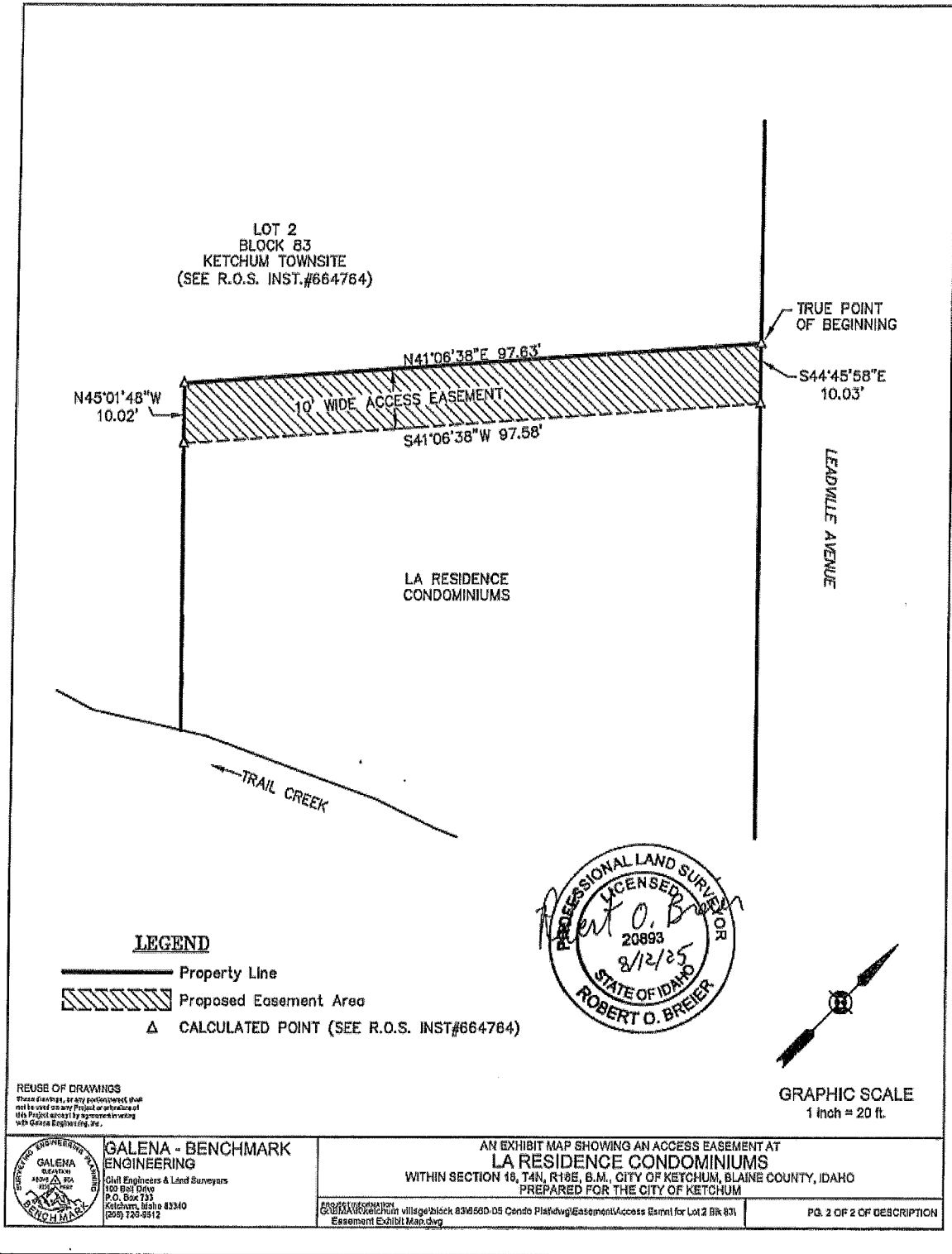
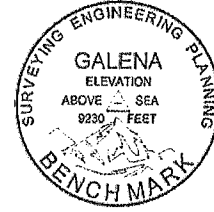


EXHIBIT B-2

Galena-Benchmark Engineering

ENGINEERING, PLANNING, SURVEYING & MAPPING
PO Box 733 : 100 Bell Drive
Ketchum, Idaho 83340
208-726-9512: info@galena-benchmark.com



**Legal Description
for an Access Easement
to Benefit Lot 2, Block 83, Ketchum Townsite**

A strip of land being 10 feet in width, located within Section 18, Township 4 North, Range 18 East, Boise Meridian, City of Ketchum, Blaine County, Idaho. Said strip of land being a portion of the Common Area of LA Residence Condominiums which is recorded under Instrument #210800, records of Blaine County, Idaho and being more particularly described by metes and bounds as follows:

BEGINNING at the northerly corner of said LA Residence Condominiums which bears North 41°06'38" East, 97.63 feet from westerly corner of said LA Residence Condominiums as shown on Record of Survey Instrument #664764, records of Blaine County, Idaho. Said northerly corner being the **TRUE POINT OF BEGINNING**;

THENCE South 44°45'58" East, 10.03 feet along the northeasterly boundary of said LA Residence Condominiums;

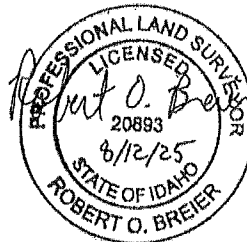
THENCE South 41°06'38" West along a line 10 feet southeasterly of and parallel to the northwesterly boundary of said LA Residence Condominiums, 97.58 feet more or less to the southwesterly boundary of said LA Residence Condominiums.

THENCE North 45°01'48" West along said southwesterly boundary, 10.02 feet more or less to the westerly corner of said LA Residence Condominiums.

THENCE North 41°06'38" East, 97.63 feet to the **TRUE POINT OF BEGINNING**.

Said easement contains 976 square feet (0.02 ac.) more or less.

See exhibit map attached hereto and made a part of this legal description.



Page 1 of 2

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE 300 RIVER STREET EAST CONDOMINIUMS**

LAWSON LASKI CLARK, PLLC
675 Sun Valley Road, Suite A
Post Office Box 3310
Ketchum, ID 83340

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE 300 RIVER STREET EAST CONDOMINIUMS**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the “**Declaration**”) dated for reference purposes _____, 2026 shall be effective upon recordation in the office of the Recorder in Blaine County, Idaho. This Declaration is made by Harriman Ketchum Hotel, LLC, an Idaho limited liability company (the “**Declarant**”). Declarant is the owner of certain real property now under full construction and to be completed by Declarant and located at 300 River Street East in the City of Ketchum, Blaine County, Idaho more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the “**Property**”). Declarant hereby makes the following grants, submissions, and declarations:

**ARTICLE 1.
IMPOSITION OF COVENANTS**

Section 1.1 Purpose. The purpose of this Declaration is to create a mixed use hotel/retail/residential condominium project known as 300 River Street East Condominiums and operated as: The Observatory Sun Valley, A Viceroy Resort (the “**Project**”) by submitting the Property to the condominium form of ownership and use pursuant to the Idaho Condominium Act, Idaho Code §§ 55-1501 *et seq.*, as amended and supplemented from time to time (the “**Act**”). The Project shall be a combination hotel and residential project consisting of: (a) a commercial hotel unit including approximately seventy three (73) hotel rooms and suites and hotel amenities which may include from time to time, a restaurant and bar, one or more exterior pools, fitness center and hotel spa, hotel commercial space for retail sales and hotel related seasonal recreational equipment for rental, sale and services; and (b) twelve (12) for sale penthouse Residential Units, six (6) of which Residential Units will contain six (6) hotel lock-off rooms as identified on the floor plans for the third and fourth levels of the hotel and that are located within these six (6) Residential Units livable square feet as and when sold and all as determined by Declarant in its sole and absolute discretion; and Common Area and Common Elements associated therewith.

Section 1.2 Intention of Declarant. Declarant desires to protect the value and desirability of the Project, to further a plan for the improvement, rental or lease, sale and ownership of the Residential Units in the Project, to create a harmonious and attractive development and to promote and safeguard the health, comfort, safety, convenience, and welfare of the Owners of Units in the Project.

Section 1.3 Declaration. To accomplish the purposes and intentions recited above, Declarant hereby submits the Property, together with all improvements, appurtenances, and facilities relating to or located on the Property now and in the future, to condominium ownership under the Act, and hereby imposes upon all of the Property the covenants, conditions, restrictions, easements, reservations, rights-of-way, and other provisions of this Declaration, and

Declarant hereby declares that all of the Property shall be held, sold, conveyed, encumbered, leased, rented, occupied, and improved subject to the provisions of this Declaration.

Section 1.4 Covenants Running with the Land. All provisions of this Declaration shall be deemed to be covenants running with the land, or as equitable servitudes, as the case may be. The benefits, burdens, and other provisions contained in this Declaration shall be binding upon and shall inure to the benefit of Declarant, all Unit Owners, and their respective heirs, executors, administrators, personal representatives, successors, and assigns.

ARTICLE 2. DEFINITIONS

The following words, when used in this Declaration, shall have the meanings designated below unless the context expressly requires otherwise:

Section 2.1 “*A La Carte Services*” means certain optional services which may be made available by or on behalf of Hotel Unit Owner to the Residential Unit Owners from time to time in accordance with Section 13.3.

Section 2.2 “*Access Fee*” means the term defined in Section 13.5.

Section 2.3 “*Act*” means the Idaho Condominium Act as defined in Section 1.1 hereof. In the event the Act is repealed, the Act, on the effective date of this Declaration, shall remain applicable to this Declaration.

Section 2.4 “*Allocated Interests*” means the undivided interest in the Common Elements and the Common Expenses Liability and the votes in the 300HOA allocated to each of the Hotel and Residential Units located within the Project. The formulas used to establish the Allocated Interests are described in Article 4. The Allocated Interests for each Unit are set forth on Exhibit B.

Section 2.5 “*Articles of Incorporation*” means the Articles of Incorporation of The 300 River Street East Condominiums, Inc., (“300HOA”) as to be filed and registered with the Idaho Secretary of State, a copy of which shall be attached hereto as Exhibit C.

Section 2.6 “*Assessments*” means the annual, special and default Assessments, if any, levied pursuant to this Declaration.

Section 2.7 “*Basic Services*” means those services provided by the 300HOA to the Unit Owners that generally are essential to the use of the Units for their intended purposes and specifically are set forth on the list of Basic Services attached as Exhibit E. A La Carte services are expressly excluded from the definition of Basic Services.

Section 2.8 *“Board of Directors” or “Board”* means the governing body of the 300HOA, as provided in this Declaration and in the Articles of Incorporation and Bylaws of the 300HOA and in the Act.

Section 2.9 *“Bylaws”* means any instruments, however denominated, which are adopted by the 300HOA for the regulation and management of the 300HOA, including the amendments thereto, copies of which are attached hereto as Exhibit D.

Section 2.10 *“Common Area” or “Common Elements”* means all of the Project, other than the Units, but including, without limiting the generality of the foregoing, the following components:

(a) the land owned by the Declarant and all improved Property being constructed thereon; and

(b) the Improvements (including, but not by way of limitation, the foundations, columns, girders, beams, supports, perimeter and supporting walls, chimneys, chimney chases, roofs, balconies, windows, entrances and exits, and the mechanical installations of the Improvements consisting of the equipment and materials making up any central services such as power, light, gas, hot and cold water, sewer, cable and fiber optic internet audio, video and wireless services and equipment, ground sourced water extraction and injection heating and central air conditioning system, snowmelt boiler equipment and snowmelt systems installed and operated by the Property which exist for maintenance, upkeep, repair by 300HOA for use by the Hotel Unit and all Residential Units, including the pipes, vents, ducts, flues, cable conduits, wires, telephone wire, fiber optic wire and IT equipment and other similar utility installations used in connection therewith), whether located exclusively within the boundaries of any Unit or Units or not, and offsite snowmelt improvements located adjacent to the Property within the public right of way and the right of way as outlined in the right of way encroachment agreement as amended with the City of Ketchum.

(c) Corridors and hallways, except those included in the first, second and third floor Hotel Unit, elevators, and stair towers, stairwells and life safety ingress and egress pathways and entrances and exits in and to the Property; and

(d) the exterior common areas, sidewalks, walkways, paths, grass, shrubbery, trees, irrigation and drainage systems, driveways, roadways whether within the Property or located within those areas that have been formally granted and approved by the City of Ketchum and as subject to amendment as right of way encroachment easement areas, stairway or ramp areas, underground parking garage and above or at grade drop off and pickup zones and parking areas, and related facilities upon the Property; and

(e) the pumps, tanks, motors, fans, storm drainage structures, compressors, ducts, and, in general, all apparatus, installations, and equipment of the Improvements existing for use of one or more of the Unit Owners; and

(f) in general, all other parts of the Project designated by Declarant as Common Elements and existing for the use of one or more of the Unit Owners.

The Common Elements shall be owned by the Unit Owners of the separate Units, each Unit Owner of a Unit having an undivided interest in the Common Elements as allocated in Exhibit B.

Section 2.11 “*Common Expenses*” means expenditures made or liabilities incurred by or on behalf of the 300HOA, together with any allocations to reserves, including, without limiting the generality of the foregoing, the following items:

(a) expenses of administration, insurance, operation, and management, repair or replacement of the Common Elements except to the extent such repairs and replacements are responsibilities of a Unit Owner as provided in this Declaration;

(b) expenses declared Common Expenses by the provisions of this Declaration or the Bylaws;

(c) all sums lawfully assessed against the Condominium Units by the Board of Directors;

(d) expenses agreed upon as Common Expenses by the members of the 300HOA;

(e) expenses provided to be paid pursuant to the Management Agreement;
and

(f) expenses of providing the Basic Services and any other services provided by the 300HOA.

(g) personal property associated with the Common Area.

Section 2.12 “*Common Expenses Liability*” means the liability for Common Expenses allocated to each Unit pursuant to this Declaration.

Section 2.13 “*Costs of Enforcement*” means all monetary fees, fines, late charges, interest, expenses, costs, including receiver’s and appraiser’s fees, and reasonable attorneys’ fees and disbursements, including legal assistants’ fees, incurred by the 300HOA in connection with the collection of Assessments or in connection with the enforcement of the terms, conditions and obligations of the Project Documents.

Section 2.14 “*Declarant*” means Harriman Ketchum Hotel, LLC, an Idaho limited liability company, its successors and assigns.

Section 2.15 *“Declaration”* means this Declaration, together with any supplement or amendment to this Declaration, and any other recorded instrument however denominated that exercises a Development Right, executed by Declarant and recorded in the Records of Blaine County, Idaho. The term Declaration includes all Plats recorded with this Declaration and all amendments to the Declaration and supplements to the Plats without specific reference thereto.

Section 2.16 *“Deed”* means each initial Special Warranty, Warranty or Grant Deed recorded after the date hereof by which Declarant conveys a Unit.

Section 2.17 *“Eligible First Mortgagee”* means Centennial Bank, an Arkansas state chartered bank, and any other First Mortgagee that has notified the 300HOA in writing of its name and address and status as a First Mortgagee and has requested that it receive notices provided for in Article 20 entitled *“Mortgagee Protections”*.

Section 2.18 *“First Mortgagee”* means a holder of a Security Interest in a Unit that has priority over all other Security Interests in the Unit.

Section 2.19 *“300HOA”* means The 300 River Street East Condominiums Owners’ Association, Inc., an Idaho nonprofit corporation, and its successors and assigns.

Section 2.20 *“Hotel Manager”* means the manager of the Hotel Unit.

Section 2.21 *“Hotel Related Services”* means any services typically provided to guests of a hotel including, but not limited to, housekeeping, front desk, check-in, in-room dining and other in-room services, fiber optic television and other television and internet services, telephone (other than private cellular telephone), pool and spa related services, doorman, bellman, concierge, valet, on-site business services, shoe shine, personal laundry and dry cleaning, children’s services, personal services (i.e., massage, personal training, etc.) and/or food and beverage service.

Section 2.22 *“Hotel Unit”* means the Unit depicted as such on the Plat.

Section 2.23 *“Hotel Unit Owner”* means the Owner of the Hotel Unit.

Section 2.24 *“Improvement(s)”* means the building(s) (including all fixtures and improvements contained within it) located on the Property in which Units or Common Elements are located.

Section 2.25 *“Limited Common Elements”* means those parts of the Common Elements that are limited to and reserved for the use in connection with one or more, but fewer than all, of the Units. Without limiting the foregoing, the Limited Common Elements shall include the common or party wall shared by adjoining Units which are owned by the same Person, any window, exterior terrace or deck door, balcony, deck, exterior terrace, courtyard or porch appurtenant to and accessible only from a Unit, any shutters, awnings, window boxes and planters, doorsteps, stoops, porch, balcony or exterior terrace designated or designed to serve a

single Residential Unit but located outside the Unit's livable area boundaries, lockable storage spaces designated and provided to each Residential Unit on Level P3 of the underground parking garage, designated parking spaces located within the underground parking garage and identified on the Final Plat Map as Limited Common Elements. If any chute, flue, duct, wire, conduit, bearing wall, bearing column or other fixture lies partially within and partially outside the designated livable area boundaries of a Residential Unit, any portion thereof exclusively serving such Residential Unit is a Limited Common Element allocated solely to that Residential Unit, and any portion thereof serving more than one Unit or any portion of the Common Elements is a part of the Common Elements. Limited Common Elements also include any portion of the Common Elements allocated by this Declaration or on the Plat as Limited Common Elements. Limited Common Elements may be classified as "*Hotel Limited Common Elements*", or "*Residential Limited Common Elements*." The designation as a Residential Limited Common Elements means the area so designated shall be used by all Residential Unit Owners in common, to the exclusion of the Hotel Unit Owner. Hotel Limited Common Elements include, without limitation, all exterior sidewalks, exterior dining and food service areas, the exterior pool terrace, all exterior ramps, stairways, landscaped and maintained areas, the service elevator, and the primary or main hotel and residence entrances and all related common area located within the right of way encroachment easement area granted by the City of Ketchum and that surrounds the Project legal property boundaries.

Section 2.26 "*Majority of Owners*" means a majority (or any greater percentage that may be specifically required for a particular action or authorization by the terms of this Declaration) of the total voting power of the members of the 300HOA.

Section 2.27 "*Management Agreement*" means any contract or arrangement entered into by 300HOA for purposes of discharging the responsibilities of 300HOA and/or the Board of Directors of 300HOA relative to the operation, maintenance, and management of the Project.

Section 2.28 "*Managing Agent*" means a person, firm, corporation or other entity employed or engaged as an independent contractor pursuant to the Management Agreement.

Section 2.29 "*Occupancy Plan*" means: (i) any division of a Residential Unit on a time increment basis of chronological periods, or any agreement, plan, program or arrangement under which the right to use, occupy, or possess the Residential Unit is accorded to or rotates among various persons, either corporate, partnership, individual or otherwise on a periodically recurring basis or any other basis, for value exchanged at any time, whether monetary or like-kind use privileges, according to a fixed or floating interval or period of time (ii) any joint ownership, whether or not ownership is deeded, of a Residential Unit where numerous unrelated (i.e., not family) owners share and enjoy use or occupation of the Residential Unit.

Section 2.30 "*Occupant*" means any member of a Residential Unit Owner's family or a Residential Unit Owner's guests, invitees, Rental Guests whether short or long term tenants,

employees, or licensees who occupy a Residential Unit or are on the Common Elements for any period of time.

Section 2.31 *“Period of Declarant Control”* means the maximum period of time defined and limited by Section 8.6 of this Declaration during which the Declarant may, at its option, control 300HOA.

Section 2.32 *“Person”* means an individual, association, partnership, limited liability company, corporation, trust, governmental agency, political subdivision or any combination thereof.

Section 2.33 *“Plat”* means that part of a Declaration that is a land survey plat as set forth in Idaho Code § 50-1301, as amended, depicts all or any portion of the Project in two dimensions, is executed by the Declarant, approved by the City of Ketchum as the Final Plat and is then recorded in the Records of Blaine County, Idaho.

Section 2.34 *“Project”* means the term as defined in Section 1.1 hereof.

Section 2.35 *“Project Documents”* means the basic documents creating and governing the Project, including, but not limited to, this Declaration, the Articles of Incorporation and Bylaws, the Final Plat, and any procedures, Rules and Regulations, rules of Hotel Unit Owner, and any policies relating to the Project adopted under such documents by 300HOA or the Board of Directors of 300HOA subsequent to the recordation of the original Project Documents.

Section 2.36 *“Property”* means that that term as defined in the introduction to this Declaration and more particularly described on Exhibit A, attached hereto.

Section 2.37 *“Real Estate”* means any leasehold or other estate or interest in, over, or under land, including structures, fixtures, and other improvements and interests that, by custom, usage or law, pass with the conveyance of land though not described in the contract of sale or instrument of conveyance. Real Estate includes parcels with or without Horizontal Boundaries and spaces that may be filled with air or water.

Section 2.38 *“Records”* means the Office of the Clerk and Recorder in Blaine County, Idaho.

Section 2.39 *“Rental Guest”* means a person renting and occupying a Residential Unit on a transient or non-transient basis.

Section 2.40 *“Residential Unit”* means the Units depicted as such on the Plat.

Section 2.41 *“Residential Unit Owner”* means the Owner of a Residential Unit.

Section 2.42 *“Rules and Regulations”* means the Rules and Regulations promulgated by the Board of Directors for the management, preservation, safety, control, and orderly operation

of the Project in order to effectuate the intent and to enforce the obligations set forth in the Project Documents, as amended and supplemented from time to time. Separate Rules and Regulations may apply to the different classes of Units within the Project.

Section 2.43 *“Security Interest”* means an interest in Real Estate or personal property created by contract or conveyance which secures payment or performance of an obligation. The term includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, and any other consensual lien or title retention contract intended as security for an obligation. The holder of a Security Interest includes any insurer or guarantor of a Security Interest.

Section 2.44 *“Special Declarant Rights”* means those rights reserved by Declarant in Article 16 of this Declaration.

Section 2.45 *“Unit”* means a physical portion of the Project which is designated for separate ownership and the boundaries of which are described in or determined by this Declaration. Each Unit shall be designated by a separate number, letter, address or other symbol or combination thereof that identifies only one Unit in the Project as more specifically set forth on Exhibit B. Walls, floors or ceilings designated as boundaries of a Unit in this Declaration, all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of the finished surfaces thereof are a part of the Unit and all other portions of the walls, floors or ceilings are a part of the Common Elements. Subject to Section 2.10(b) and Section 2.25, all spaces, interior partitions and other fixtures and improvements within the boundaries of a Unit are a part of the Unit. A Unit may be either a Hotel Unit or a Residential Unit.

Section 2.46 *“Unit Owner” or “Owner”* means the Declarant or any other person who owns record title to a Unit (including a contract seller, but excluding a contract purchaser) but excluding any person having a Security Interest in a Unit unless such person has acquired record title to the Unit pursuant to foreclosure or any proceedings in lieu of foreclosure.

ARTICLE 3. DIVISION OF PROJECT INTO CONDOMINIUM OWNERSHIP

Section 3.1 Division Into Units. The Property is hereby divided into that number of Units described in Exhibit B, as amended from time to time, each consisting of a fee simple interest in a Unit and an undivided fee simple interest in the Common Elements in accordance with the respective undivided interests in the Common Elements as set forth in Exhibit B. Such undivided interests in the Common Elements are hereby declared to be appurtenant to the respective Units. The total of the undivided interests in the Common Elements set forth in Exhibit B, shall be deemed to equal one hundred percent (100%) for purposes of this Declaration.

Section 3.2 Delineation of Unit Boundaries. The boundaries of each Unit are delineated and designated by an identifying number on the Plat, and those numbers are set forth in Exhibit B.

Section 3.3 Inseparability of Unit. Except as provided in Section 3.5 below, and in Article 16: (a) no part of a Unit or of the legal rights comprising ownership of a Unit may be partitioned or separated from any other part thereof during the period of condominium ownership prescribed in this Declaration; (b) each Unit shall always be conveyed, transferred, devised, bequeathed, encumbered, and otherwise affected only as a complete Unit; and (c) every conveyance, transfer, gift, devise, bequest, encumbrance other disposition of a Unit or any part thereof shall be presumed to be a disposition of the entire Unit, together with all appurtenant rights and interests created by law or by this Declaration, including the Unit Owner's membership in 300HOA.

Section 3.4 Non-Partition of Common Elements. The Common Elements shall be owned in common by all the Unit Owners and shall remain physically undivided, and no Unit Owner shall bring any action for partition or division of the Common Elements. By acceptance of a deed or other instrument of conveyance or assignment to a Unit, each Unit Owner shall be deemed to have specifically waived such Unit Owner's right to institute or maintain a partition action or any other cause of action designed to cause a division of the Common Elements, and this Section may be pleaded as a bar to the maintenance of such an action. Any Unit Owner who shall institute or maintain any such action shall be liable to 300HOA and hereby agrees to reimburse 300HOA for the Costs of Enforcement in defending any such action.

Section 3.5 Alterations of Units; Relocation of Boundaries Between Adjoining Units. Subject to receipt of prior written approval of the Declarant during the Period of Declarant Control and, thereafter, the 300HOA, Unit Owner(s) shall have the right to alter their Unit boundaries, and relocate boundaries between their Unit and an adjoining Unit, combine adjoining Units and alter and improve Limited Common Elements and reallocate Limited Common Elements between or among Units, subject to the provisions and requirements of this Declaration and of the Act and an appropriate reallocation of the share of Common Area Ownership and Common Expenses Liability as set forth on Exhibit B. Any costs associated with replating required to accomplish the foregoing shall be the responsibility of the respective Owner and require written approval of 300HOA, whose approval shall not be unreasonably withheld.

ARTICLE 4. ALLOCATED INTERESTS

Section 4.1 Allocation of Interests. The Allocated Interests assigned to each Unit are set forth on Exhibit B. These interests have been allocated in accordance with the formulas set out in Section 4.2 below. These formulas are to be used in reallocating interests if Units are added to the Project or if Units are converted to Common Elements or Limited Common Elements.

Section 4.2 Formulas for the Allocation of Interests. The interests allocated to each Unit that are set forth on Exhibit B have been calculated by the Declarant using the following formulas:

(a) *Undivided Interest in the Common Elements.* The percentage of the undivided interest in the Common Elements allocated to each Unit is based on the relative floor area of each Unit as compared to the floor area of all Units in the Project.- Such percentage is to be used for tax assessments pursuant to Section 55-1514 of the Act as well as liability pursuant to Section 55-1515 of the Act.

(b) *Common Expenses Liability.* The percentage of Common Expenses Liability allocated to each Unit is based on the relative undivided interests in the Common Elements allocated to each Unit, calculated as set forth in Section 4.2(a), above.

(c) *Votes.* Each Residential Unit shall be allocated one (1) vote. The Hotel Unit shall be allocated seventeen (17) votes.

Section 4.3 Rounding Convention. Allocated Interests, stated as a fraction or as a percentage, shall be rounded to the nearest tenth of a percent (.1%) and shall, in total, be deemed to equal one hundred percent (100%) for the purpose of this Declaration.

ARTICLE 5. FINAL PLAT

The Final Plat shall be filed in the Records. The Final Plat shall be filed following substantial completion of the Improvement(s) depicted on the Final Plat and prior to the conveyance of any Unit depicted on the Plat to a purchaser. The Final Plat shall show the following:

- (a) the name and a general schematic map of the entire Project;
- (b) the location and dimensions of all existing improvements within that Real Estate;
- (c) the extent of any existing encroachments across any Project boundary;
- (d) to the extent feasible, a legally sufficient description of all easements serving or burdening any portion of the Project;
- (e) the location of each Unit and that Unit's identifying number;
- (f) horizontal Unit boundaries, with reference to all established data and that Unit's identifying number;

(g) any Units in which the Declarant has reserved the right to create additional Units or Common Elements, identified appropriately; and

(h) the approximate location and dimensions of all Limited Common Elements.

The Final Plat shall contain a certificate of a registered and licensed surveyor certifying that it was prepared subsequent to the substantial completion of the improvements and contains all information required by this Declaration and the Act. Each supplement shall set forth a like certificate when appropriate. In interpreting the Final Plat, the existing physical boundaries of each separate Unit as constructed shall be conclusively presumed to be its boundaries.

ARTICLE 6. LEGAL DESCRIPTION AND TAXATION OF UNITS

Section 6.1 Contracts to Convey and Conveyances. Subsequent to the recording of the Declaration and the Final Plat, contracts to convey, instruments of conveyance of Units, and every other instrument affecting title to a Unit shall be in substantially the following form with such omissions, insertions, recitals of fact, or other provisions as may be required by the circumstances or appropriate to conform to the requirements of any governmental authority, practice or usage or requirement of law with respect thereto:

Unit _____, according to the Declaration of Covenants, Conditions and Restrictions for 300 River Street East Condominiums, recorded _____, as Instrument No. _____ and the Plat recorded _____, as Instrument No. _____, in the office of the Recorder of Blaine County, Idaho.

Section 6.2 Conveyance Deemed to Describe an Undivided Interest in Common Elements. Every instrument of conveyance, Security Interest, or other instrument affecting the title to a Unit which legally describes the Unit substantially in the manner set forth above shall be construed to describe the Unit, together with the undivided interest in the Common Elements appurtenant to it, and together with all fixtures and improvements contained in it, and to incorporate all the rights incident to ownership to a Unit and all the limitations of ownership as described in the covenants, conditions, restrictions, easements, reservations, rights-of-way, and other provisions contained in this Declaration, including the easement of enjoyment to use the Common Elements.

Section 6.3 Separate Tax Assessments. Upon the filing for record of this Declaration and the Plat in the Records, Declarant shall deliver a copy of this Declaration to the assessor of Blaine County as provided by law. The lien for taxes assessed shall be confined to the Unit(s). No forfeiture or sale of any Unit for delinquent taxes, assessments, or other governmental charge shall divest or in any way affect the title to any other Unit.

ARTICLE 7.
UNIT OWNERS' PROPERTY RIGHTS IN COMMON ELEMENTS

Section 7.1 Common Elements. Every Unit Owner shall have a perpetual right and easement of access over, across, and upon the Common Elements for the purpose of access to and from the Unit from public ways for both pedestrian and vehicular travel, which right and easement shall be appurtenant to and pass with the transfer of title to such Unit; provided, however, that such right and easement shall be subject to the following:

(a) the covenants, conditions, restrictions, easements, reservations, rights-of-way, and other provisions contained in this Declaration, and the Plat;

(b) the right, without the obligation, of 300HOA from time to time to assign, on an equitable basis, portions of the Common Elements, such as parking spaces or storage spaces not previously designated as Limited Common Area, for the exclusive use of the Unit Owner of a particular Unit by an appropriate instrument in writing;

(c) the right, without the obligation, of 300HOA to adopt, from time to time, any and all rules and regulations concerning vehicular traffic and travel upon, in, under, and across the Project; and

(d) the right, without the obligation, of 300HOA to adopt, from time to time, any and all rules and regulations concerning the Project as 300HOA may determine is necessary or prudent for the management, preservation, safety, control, and orderly operation of the Project for the benefit of all Unit Owners, and for facilitating the greatest and most convenient availability and use of the Units and Common Elements by Unit Owners.

Section 7.2 Limited Common Elements. Subject to the provisions of this Declaration, every Unit Owner shall have the right to use and enjoy the Limited Common Elements appurtenant to his Unit. All Limited Common Elements shall be used in connection with the appurtenant Unit(s) to the exclusion of the use thereof by the other Unit Owners, except by invitation. Subject to the 300HOA's overall responsibility for maintenance of the Limited Common Elements, each Unit Owner shall be responsible for routine care and cleaning of the exterior walls, ceilings, roof overhangs and exterior deck floors of any balcony, terrace or of any other Limited Common Elements appurtenant to and/or accessible only from the Unit Owner's Unit, and for keeping the same in a clean, sanitary, and attractive condition with such maintenance services to be contracted only and exclusively with and through 300HOA or the Managing Agent of 300HOA. Extraordinary maintenance and renovations of the Limited Common Elements shall require the prior written approval of the 300HOA and shall be performed only and exclusively by the 300HOA and billed to the Unit Owner to which the Limited Common Area is appurtenant. No reference to Limited Common Elements need be made in any instrument of conveyance or encumbrance in order to convey or encumber the Limited Common Elements appurtenant to a Unit.

ARTICLE 8.
MEMBERSHIP AND VOTING RIGHTS IN 300HOA

Section 8.1 300HOA Membership. Every Unit Owner shall be a member of 300HOA and shall remain a member for the period of the Unit Owner's ownership of a Unit. No Unit Owner, whether one or more persons or entity, shall have more than one membership per Unit owned, but all the persons or entities owning a Unit shall be entitled to rights of membership and of use and enjoyment appurtenant to ownership of a Unit. Membership in 300HOA shall be appurtenant to, and may not be separated from, ownership of a Unit. If title to a Unit is held by more than one individual, by a firm, corporation, partnership, association or other legal entity or any combination thereof, such individuals, entity or entities shall appoint and authorize one person or alternate persons to represent the Unit Owners of the Unit. Such representative shall be a natural person who is a Unit Owner, or a designated board member or officer of a corporate Unit Owner, or a general partner of a partnership Unit Owner, or a comparable representative of any other entity, and such representative shall have the power to cast votes on behalf of the Unit Owner as a member of 300HOA, and serve on the Board of Directors if elected, subject to the provisions of and in accordance with the procedures more fully described in the Bylaws of 300HOA. Notwithstanding the foregoing, if only one of the multiple Unit Owners of a Unit is present at a meeting of 300HOA, such Unit Owner is entitled to cast the vote(s) allocated to that Unit. If more than one of the multiple Unit Owners are present and there is no written designation of an authorized representative, the vote allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the Unit Owners in said Unit, which majority agreement may be assumed for all purposes if any one of the multiple Unit Owners casts the vote allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other Unit Owners of the Unit.

Section 8.2 Voting Rights and Meetings. Each Unit in the Project shall have the votes allocated in Section 4.2(c); provided, however, no vote allocated to a Unit owned by 300HOA may be cast. A meeting of 300HOA shall be held at least once each year. Special meetings of 300HOA may be called by the President, by a majority of the Board of Directors, or by Unit Owners having twenty-five percent (25%), or any lower percentage specified in the Bylaws, of the votes in 300HOA. Not less than ten (10) and no more than fifty (50) days in advance of any meeting, the Secretary or other officer specified in the Bylaws shall cause notice to be hand delivered, sent prepaid by United States Mail to the mailing address of each Unit Owner or sent via e-mail with the Unit Owner's consent to receive notice by such means. The notice of any meeting must state the time and place of the meeting and the items on the agenda including the general nature of any proposed amendment to this Declaration or Bylaws, any budget changes, and any proposal to remove an officer or member of the Board of Directors. Unless the Bylaws provide for a lower percentage, a quorum is deemed present throughout any meeting of 300HOA, if persons entitled to cast twenty percent (20%) of the votes, in person or by proxy, at the beginning of the meeting. Notwithstanding anything to the contrary contained herein, for a period of ten (10) years from the date of this Declaration, Declarant shall receive notice of and have the right to attend all meetings of 300HOA and/or its Board.

Section 8.3 Meeting to Approve Annual Budget. At the annual meeting of 300HOA or at a special meeting of 300HOA called for such purpose, the Unit Owners shall be afforded the opportunity to ratify a budget of the projected revenues, expenditures (both ordinary and capital) and reserves for 300HOA's next fiscal year as proposed by the Board of Directors. A summary of the budget proposed by the Board of Directors shall be mailed or via e-mail with the Unit Owner's consent to receive notice by such means, to the Unit Owners within thirty (30) days after its adoption by the Board of Directors, along with a notice of a meeting of 300HOA to be held not less than ten (10) nor more than sixty (60) after mailing of the summary to the Unit Owners. Unless, at such meeting, a Majority of Owners, rather than a majority of those present and voting in person or by proxy, reject the proposed budget, the budget is ratified, regardless of whether a quorum is present at the meeting. In the event the proposed budget is rejected, the budget last ratified by the Unit Owners continues until such time as the Unit Owners ratify a subsequent budget proposed by the Board of Directors as provided above.

Section 8.4 Unit Owners' and 300OA's Addresses for Notices. All Unit Owners of each Unit shall have one and the same registered mailing address to be used by or other Unit Owners for notices, demands, and all other communications regarding 300HOA matters. The Unit Owner or the representative of the Unit Owners of a Unit shall furnish such registered address to the Secretary of 300HOA or its designated agent within ten days after transfer of title to the Unit to such Unit Owner or Unit Owners. Such registration shall be in written form and signed by all of the Unit Owners of the Unit or by such persons as are authorized to represent the interests of all Unit Owners of the Unit. If no address is registered or if all of the Unit Owners cannot agree, then the address of the Unit shall be deemed their registered address until another registered address is furnished as required under this Section 8.4. If the address of the Unit is the registered address of the Unit Owner(s), then any notice shall be deemed duly given if delivered to any person occupying the Unit or, if the Unit is unoccupied, if the notice is held and available for the Unit Owners at the principal office of 300HOA. All notices and demands intended to be served upon the Board of Directors shall be sent to the Project or such other address as the Board of Directors may designate from time to time by notice to the Unit Owner(s). For the purposes of meeting Notices, unless consent is withdrawn by a Unit Owner, all Unit Owners are deemed to consent to receive notice by email by providing 300HOA a current email address. Such email address shall be deemed valid unless and until a new email address is provided to 300HOA or consent to receive notice by email is withdrawn by the Unit Owner.

Section 8.5 Transfer Information. All Persons who acquire Unit(s) other than from Declarant shall provide to 300HOA written notice of the Person's name, address, Unit owned, date of transfer, and name of the former Unit Owner within ten (10) days of the date of transfer. The Person shall also provide a true and correct copy of the recorded instrument conveying or transferring the Unit or such other evidence of the conveyance or transfer as is reasonably acceptable to 300HOA. In addition, 300HOA may request such other information as 300HOA determines is necessary or desirable in connection with obtaining and maintaining information regarding conveyances and transfers of Units. 300HOA or Managing Agent shall have the right to

charge the Person a reasonable administrative fee for processing the transfer in the records of 300HOA.

Section 8.6 Declarant Control of 300HOA. There shall be a Period of Declarant Control of 300HOA, during which a Declarant, or persons designated by the Declarant, may appoint and remove the officers and members of the Board of Directors, notwithstanding any voting requirements or other procedural requirements set forth herein or in the Bylaws. The Period of Declarant Control shall commence upon filing of the Articles of Incorporation 300HOA and shall terminate no later than the last to occur of the following:

(a) sixty (60) days after conveyance of all of the Residential Units to Unit Owners other than the Declarant; or

(b) prior to the conveyance of all of the Residential Units, two (2) years after Declarant's last conveyance of a Residential Unit in the ordinary course of business without conveying another Residential Unit.

Declarant may voluntarily surrender the right to appoint and remove officers and members of the Board of Directors before termination of that period, but in that event the Declarant may require, for the duration of the Period of Declarant Control, that specified actions of 300HOA or Board of Directors, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective.

Section 8.7 Required Election of Residential Unit Owners. The Board of Directors shall consist of three (3) members, all of whom shall initially be appointed by the Declarant. Terms shall be for a period of three (3) years, except that the terms of two of the initial Board members shall be two (2) years. Subject to Section 8.6, not later than sixty (60) days after conveyance of fifty (50%) of the Residential Units to Unit Owners other than Declarant, one (1) member of the Board of Directors shall be elected by Residential Unit Owners other than the Declarant. Following the period of Declarant Control, in order to ensure representation of Residential Unit Owners and the Hotel Unit Owner in the affairs of 300HOA and to protect the valid interests of the Residential Units, the Owners of the Residential Units, voting as a class, shall be entitled to elect one (1) member of the Board of Directors, and the Hotel Unit Owner shall be entitled to appoint one (1) member of the Board of Directors, and the third member shall be elected by a majority of the votes. The terms of the Directors shall be staggered. The Board of Directors shall elect the officers. The members of the Board of Directors and officers shall take office upon election.

Section 8.8 Removal of Members of the Board of Directors. Subject to Section 8.6 hereof, following notice and an opportunity to be heard as required by this Declaration and the Act, the Unit Owners, by sixty-seven percent (67%) vote of all votes cast at a meeting of the Unit Owners at which a quorum is present, may remove a member of the Board of Directors with or without cause, other than a member appointed by the Declarant.

Section 8.9 Requirements for Turnover of Declarant Control. Within sixty (60) days after conveyance of one hundred percent (100%) of the Residential Units to Unit Owners other than Declarant, the Declarant shall deliver to the 300HOA all property of the Unit Owners and of 300HOA held by or controlled by the Declarant, including without limitation the following items:

(a) the original or a certified copy of the recorded Declaration as amended, 300HOA's articles of incorporation, Bylaws, minute books, other books and records, and any Rules and Regulations which may have been promulgated;

(b) an accounting for 300HOA funds and financial statements, from the date 300HOA received funds and ending on the date the Period of Declarant Control ends;

(c) 300HOA funds or control thereof;

(d) all of the Declarant's tangible personal property that has been represented by the Declarant to be the property of 300HOA or all of the Declarant's tangible personal property that is necessary for, and has been used exclusively in, the operation and enjoyment of the Common Elements, and inventories of these properties;

(e) a copy, for the non-exclusive use of 300HOA, of any plans and specifications used in the construction or renovation of the Improvements;

(f) all insurance policies then in force, in which the Unit Owners, 300HOA or its members of the Board of Directors and officers are named as insured persons;

(g) copies of any certificates of occupancy that may have been issued with respect to the Improvements;

(h) any other permits issued by governmental bodies applicable to the Project and which are currently in force or which were issued within one year prior to the date on which Unit Owners other than the Declarant took control of 300HOA;

(i) written warranties of the contractor, subcontractors, suppliers, and manufacturers that are still effective;

(j) a roster of Unit Owners and First Mortgagees and their addresses and telephone numbers, if known, as shown on the Declarant's records;

(k) employment contracts in which the 300HOA is a contracting party;

(l) any service contract in which 300HOA is a contracting party or in which 300HOA or the Unit Owners have any obligation to pay a fee to the persons performing the services;

(m) operation and maintenance documentation of any and all equipment owned by 300HOA; and

(n) maintenance recommendations and the capital expenditures reserve budget, as prepared by the Managing Agent or its designee, for Common Elements.

Section 8.10 Agent for Service of Process. 300HOA's initial agent for service of process as contemplated by the Act shall be the person identified as such in the Articles of Incorporation.

ARTICLE 9. 300HOA POWERS AND DUTIES

Section 9.1 300HOA Management Duties. Subject to the rights and obligations of Declarant and other Unit Owners as set forth in this Declaration, 300HOA shall engage a Managing Agent to be responsible for the administration and operation of the 300HOA upon completion of construction of the Project and for the exclusive management, control, maintenance, repair, replacement, and improvement of the Common Elements and the Limited Common Elements, and shall keep the same in good, clean, attractive, and sanitary condition, order, and repair. The expenses, costs, and fees of such management, operation, maintenance, and repair by 300HOA shall be Common Expenses, and prior approval of the Unit Owners shall not be required in order for 300HOA to pay any such expenses, costs, and fees. 300HOA shall establish and maintain, out of the installments of the annual Assessments, an adequate reserve account for maintenance, repair, or replacement of those Common Elements that must be replaced on a periodic basis. 300HOA shall adopt and amend budgets for revenues, expenditures, and reserves which will be the basis for collection of Assessments for Common Expenses from Unit Owners. 300HOA shall keep financial records sufficiently detailed to enable 300HOA to comply with the requirement that it provide statements of status of Assessments. All financial and other records of 300HOA shall be made reasonably available for examination by any Unit Owner and such Unit Owner's authorized agents.

Section 9.2 300HOA Powers. 300HOA shall have, subject to the limitations contained in this Declaration and the Act, the powers necessary for the administration of the affairs of 300HOA and the upkeep of the Project which shall include, but not be limited to, the power to:

- (a) adopt and amend Bylaws and Rules and Regulations;
- (b) adopt and amend budgets for revenues, expenditures and reserves;
- (c) collect assessments for Common Expenses from Owners;
- (d) create and maintain reserve accounts;
- (e) hire and discharge Managing Agents, provided however, that for a period of thirty-six (36) months following the Period of Declarant Control, no Managing Agent that was

hired by the Declarant pursuant to a written Management Agreement shall be discharged by 300HOA or its Board without approval of Hotel Unit Owner.

(f) hire and discharge employees and agents, other than Managing Agents, and independent contractors;

(g) institute, defend or intervene in litigation or administrative proceedings or seek injunctive relief for violation of the Declaration, Bylaws or Rules and Regulations in 300HOA's name on behalf of 300HOA or two or more Unit Owners on matters affecting the Project;

(h) make contracts and incur liabilities;

(i) regulate the use, maintenance, repair, replacement and modification of the Common Elements;

(j) cause additional improvements to be made as part of the Common Elements;

(k) acquire, hold, encumber, and convey in 300HOA's name any right, title or interest to real property or personal property, but Common Elements may be conveyed or subjected to a Security Interest only pursuant to the requirements of the Act;

(l) grant easements, including permanent easements, leases, licenses and concessions, through or over the Common Elements;

(m) impose and receive a payment, fee, or charge for the use, rental or operation of the Common Elements, other than Limited Common Elements, and for services provided to Unit Owners;

(n) impose a reasonable charge for late payment of Assessments, recover Costs of Enforcement for collection of Assessment and other actions to enforce the powers of 300HOA, regardless of whether or not suit was initiated and, after notice and hearing, levy reasonable fines for violations of this Declaration, Bylaws and Rules and Regulations of 300HOA;

(o) impose and enforce liens in accordance with Section 10.8;

(p) impose a reasonable charge for the preparation and recordation of amendments to this Declaration or for preparation of statements of unpaid Assessments;

(q) provide for the indemnification of 300HOA's officers and Board of Directors and maintain Board of Directors' and officers' liability insurance;

(r) assign the 300HOA's right to future income, including the right to receive Assessments;

(s) by resolution, establish committees of the Board of Directors and/or Unit Owners, permanent and standing, to perform any of the above functions under specifically delegated administrative standards, as designated in the resolution establishing the committee;

(t) exercise any other powers conferred by this Declaration or the Bylaws;

(u) establish policies and procedures for entry into Units under authority granted to 300HOA in the Project Documents for the purpose of cleaning, maid service, maintenance and repair including emergency repair, and for the purpose of abating a nuisance or a known or suspected dangerous or unlawful activity;

(v) exercise any other power that may be exercised in Idaho by legal entities of the same type as 300HOA; and

(w) exercise any other power necessary and proper for the governance and operation of 300HOA.

Section 9.3 Actions by Board of Directors. Except as specifically otherwise provided in this Declaration, the Bylaws or the Act, the Board of Directors may act in all instances on behalf of 300HOA.

Section 9.4 Board of Directors Meetings. All meetings of the Board of Directors, at which action is to be taken by vote, will be open to the Unit Owners and at the request of any member, agendas for meetings of the Board of Directors shall be made reasonably available for examination by the member of 300HOA or their representatives, except that meetings of the Board of Directors may be held in executive session(s), without giving notice and without the requirement that they be open to Unit Owners, in the following situations:

(a) matters pertaining to employees of 300HOA or involving the employment, promotion, discipline or dismissal of an officer, agent, or employee of 300HOA;

(b) consultation with legal counsel concerning disputes that are the subject of pending or imminent court proceedings or matters that are privileged or confidential between attorney and client;

(c) investigative proceedings concerning possible or actual criminal misconduct;

(d) matters subject to specific constitutional, statutory, or judicially imposed requirements protecting particular proceedings or matters from public disclosure;

(e) any matter the disclosure of which would constitute an unwarranted invasion of individual privacy, including but not limited to violations and collections proceedings.

Section 9.5 Right to Notice and Hearing. Whenever the Project Documents require that an action be taken after “notice and hearing,” the following procedure shall be observed: The party proposing to take the action (e.g., the Board of Directors, a committee, an officer, the Managing Agent, etc.) shall give notice of the proposed action to all Unit Owners whose interests the proposing party reasonably determines would be significantly affected by the proposed action. The notice shall be delivered personally or mailed not less than three (3) days before the proposed action is to be taken. The notice shall include a general statement of the proposed action and the date, time and place of the hearing. At the hearing, the affected person shall have the right, personally or by a representative, to give testimony orally and/or in writing, subject to reasonable rules of procedure established by the party conducting the hearing to assure a prompt and orderly resolution of the issues. Such evidence shall be considered in making the decision but shall not bind the decision makers. The affected person shall be notified of the decision in the same manner in which notice of the hearing was given. Any Unit Owner having a right to notice and hearing shall have the right to appeal to the Board of Directors from a decision of a proposing party other than the Board of Directors by filing a written notice of appeal with the Board of Directors within ten (10) days after being notified of the decision. The Board of Directors shall conduct a hearing at the next scheduled executive meeting or within forty-five (45) days whichever is shorter, giving the same notice and observing the same procedures as were required for the original hearing.

ARTICLE 10. ASSESSMENTS

Section 10.1 Commencement of Annual Assessments. Until 300HOA makes an Assessment for Common Expenses, the Declarant shall pay all Common Expenses. After any Assessment has been made by 300HOA, Assessments shall be made no less frequently than annually and shall be based on a budget adopted no less frequently than annually by the 300HOA.

Section 10.2 Annual Assessments. 300HOA shall levy annual Assessments to pay for the Common Expenses Liability allocated to each Unit pursuant to this Declaration. The total annual Assessments shall be based upon a budget of the 300HOA’s cash requirements for upkeep of the Project including maintenance, repair and replacement of the Common Elements as required by the Act and the Project Documents, the funding of reserve funds created pursuant to Section 10.14 of this Declaration and other Common Expenses. Any surplus funds of 300HOA remaining after payment of or provision for Common Expenses and any prepayment of or provision for reserves shall be allocated to one or more reserve funds for the future financial needs of the 300HOA as determined by the Board of Directors.

Section 10.3 Apportionment of Annual Assessments. The total annual Assessment for any fiscal year of the 300HOA shall be assessed to the Units in proportion to their Percentage of Common Expenses Liability set forth on Exhibit B, subject to: (a) Common Expenses which are separately metered or assessed to the Units by third parties; (b) Common Expenses associated with the maintenance, repair or replacement of Limited Common Elements which shall be

assigned equally or on such other equitable basis as the Board of Directors shall determine to the Units to which the specific Limited Common Elements are appurtenant; (c) Common Expenses or portions thereof benefiting fewer than all of the Units which shall be assessed exclusively against the Units benefited; (d) Common Expenses or portions thereof disproportionately benefiting some Units which shall be assessed among the Units in accordance with the benefit received by each Unit; (e) any increased cost of insurance based upon risk which shall be assessed to Units in proportion to the risk; (f) any Common Expense caused by the misconduct of any Unit Owner(s), which may be assessed exclusively or on such other equitable basis as the Board of Directors shall determine against such Unit Owner(s); and (g) any expenses which are charged equally to the Units. All such allocations of Common Expenses Liability to the Units on a basis other than the Units' Percentage of Common Expenses Liability shall be made by the Board of Directors. In making the allocations, the Board of Directors shall use as a guide the assignment of various Common Expenses to the following categories: utilities (unless separately metered or disproportionately benefiting fewer than all Units), insurance, exterior building maintenance and repairs, and reserves. All Common Expenses associated with maintenance, repair or replacement of areas that serve exclusively Residential Units, the Hotel Unit or the Retail Unit, shall be allocated to only such Units.

Section 10.4 Special Assessments. In addition to the annual Assessments authorized above, the Board of Directors may at any time and from time to time determine, levy, and assess in any fiscal year a special Assessment applicable to that particular fiscal year (and for any such longer period as the Board of Directors may determine) for the purpose of defraying, in whole or in part, the unbudgeted costs, fees, and expenses of any construction, reconstruction, repair, demolishing, replacement, renovation or maintenance of the Project, specifically including any fixtures and personal property related to it. Any amounts determined, levied, and assessed pursuant to this Declaration shall be assessed to the Units pursuant to the provisions in Section 10.3 entitled "Apportionment of Annual Assessments" set forth above.

Section 10.5 Due Dates for Assessment Payments. Unless otherwise determined by the Board of Directors, the Assessments which are to be paid in installments shall be paid quarterly in advance and shall be due and payable to the 300HOA at its office or as the Board of Directors may otherwise direct in any Management Agreement, without notice (except for the initial notice of any special Assessment), on the first day of each quarter. If any such installment shall not be paid within twenty (20) days after it shall have become due and payable, then the Board of Directors may assess a late charge, default interest charge (not to exceed the rate from time to time allowed by law), fee, or such other charge as the Board of Directors may fix by rule from time to time to cover the extra expenses involved in handling such delinquent Assessment installment. A Unit Owner's Assessment shall be prorated if the ownership of a Unit commences or terminates on a day other than the first day or last day, respectively, of a month or other applicable payment period. However, if the Common Expenses Liability is re-allocated, any installment(s) of an assessment not yet due shall be recalculated in accordance with the re-allocated Common Expenses Liability.

Section 10.6 Default Assessments. All Costs of Enforcement assessed against a Unit Owner pursuant to the Project Documents, or any expense of the 300HOA which is the obligation of a Unit Owner pursuant to the Project Documents shall become a default Assessment assessed against the Unit Owner's Unit. Notice of the amount and demand for payment of such default Assessment shall be sent to the Unit Owner ten (10) days prior to enforcing any remedies for non-payment hereunder.

Section 10.7 Covenant of Personal Obligation for Assessments. Declarant, by creating the Units pursuant to this Declaration, and all other Unit Owners, by acceptance of the deed or other instrument of transfer of his Unit (whether or not it shall be so expressed in such deed or other instrument of transfer), are deemed to personally covenant and agree, jointly and severally, with all other Unit Owners and with the 300HOA, and hereby do so covenant and agree to pay to the 300HOA the (a) annual Assessments, (b) special Assessments, and (c) default Assessments applicable to the Unit Owner's Unit. No Unit Owner may waive or otherwise escape personal liability for the payment of the Assessments provided for in this Declaration by not using the Common Elements or the facilities contained in the Common Elements or by abandoning or leasing his Unit.

Section 10.8 Lien for Assessments; Assignment of Rents. The annual, special, and default Assessments (including installments of the Assessments) arising under the provisions of the Project Documents shall be burdens running with the specific Unit to which such Assessments apply. The 300HOA may impose a lien upon a specific Unit, by preparing a written lien notice setting forth the description of the Unit, the amount of Assessments on the Unit unpaid as of the date of such lien notice, the rate of default interest as set by the Rules and Regulations, the name of the Unit Owner or Unit Owners of the Unit, and any and all other information that 300HOA may deem proper. The lien notice shall be signed by a member of the Board of Directors, an officer of 300HOA, or the Managing Agent and shall be recorded in the Records. Upon any default in the payment of annual, special, or default Assessments, 300HOA shall also have the right to appoint a receiver to collect all rents, profits, or other income from the Unit payable to the Unit Owner and to apply all such rents, profits, and income to the payment of delinquent Assessments. Each Unit Owner, by ownership of a Unit, agrees to the assignment of such rents, profits and income to 300HOA effective immediately upon any default in the payment of annual, special, or default Assessments.

Section 10.9 Remedies for Nonpayment of Assessments. If any annual, special, or default Assessment (or any installment of the Assessment) is not fully paid within thirty (30) days after the same becomes due and payable as set forth in the notice of said Assessment, then as often as the same may happen, (a) interest shall accrue at the default rate set by the Rules and Regulations on any amount of the Assessment in default, accruing from the due date until date of payment, (b) 300HOA may declare due and payable all unpaid installments of the annual Assessment or any special Assessment otherwise due during the fiscal year during which such default occurred, (c) 300HOA may thereafter bring an action at law or in equity, or both, against any Unit Owner personally obligated to pay the same, (d) the 300HOA may proceed to foreclose

its lien against the particular Unit pursuant to the power of sale granted to 300HOA by this Declaration or in the manner and form provided by Idaho law for foreclosure of real estate mortgages, (e) 300HOA may suspend the Owner's right to vote in 300HOA matters until the Assessment is paid, and (f) suspend provision of A La Carte Services. An action at law or in equity by 300HOA (or counterclaims or crossclaims for such relief in any action) against a Unit Owner to recover a money judgment for unpaid Assessments (or any installment thereof) may be commenced and pursued by 300HOA without foreclosing or in any way waiving the 300HOA's lien for the Assessments. Foreclosure or attempted foreclosure by 300HOA of its lien shall not be deemed to stop or otherwise preclude 300HOA from again foreclosing or attempting to foreclose its lien for any subsequent Assessments (or installments thereof) which are not fully paid when due or for any subsequent default Assessments. 300HOA shall have the power and right to bid in or purchase any Unit at foreclosure or other legal sale and to acquire and hold, lease, mortgage, and to convey, or otherwise deal with the Unit acquired in such proceedings.

Section 10.10 Purchaser's Liability for Assessments. Notwithstanding the personal obligation of each Unit Owner to pay all Assessments on the Unit, all purchasers shall be jointly and severally liable with the prior Unit Owner(s) for any and all unpaid Assessments against such Unit, without prejudice to any such purchaser's right to recover from any prior Unit Owner any amounts paid thereon by such purchaser. A purchaser's obligation to pay Assessments shall commence upon the date the purchaser becomes the Unit Owner of a Unit. For Assessment purposes, the date a purchaser becomes the Unit Owner shall be determined as follows: (a) in the event of a conveyance or transfer by foreclosure, the date a purchaser becomes the Unit Owner shall be deemed to be upon the expiration of all applicable redemption periods; (b) in the event of a conveyance or transfer by deed in lieu of foreclosure a purchaser shall be deemed to become the Unit Owner of a Unit upon the execution and delivery of the deed or other instruments conveying or transferring title to the Unit, irrespective of the date the deed is recorded; and (c) in the event of conveyance or transfer by deed, a purchaser shall be deemed to become the Unit Owner upon the execution and delivery of the deed or other instruments conveying or transferring title of the Unit, irrespective of the date the deed is recorded. However, such purchaser shall be entitled to rely upon the existence and status of unpaid Assessments as shown upon any certificate issued by or on behalf of 300HOA to such named purchaser pursuant to the provisions of this Declaration.

Section 10.11 Waiver of Homestead Exemption; Subordination of 300HOA Lien for Assessments. By acceptance of the deed or other instrument of transfer of a Unit, each Unit Owner irrevocably waives the homestead exemption provided by Idaho Code § 55-1001 et seq., as amended. 300HOA's lien on a Unit for Assessments shall be superior to all other liens and encumbrances except the following:

(a) real property ad valorem taxes and special assessment liens duly imposed by an Idaho governmental or political subdivision or special taxing district, or any other liens made superior by statute; and

(b) the lien of any First Mortgagee except to the extent Idaho law grants priority for Assessments to 300HOA.

Any First Mortgagee who acquires title to a Unit by virtue of foreclosing a First Mortgage or by virtue of a deed or assignment in lieu of such a foreclosure, or any purchaser at a foreclosure sale of a First Mortgage, will take the Unit free of any claims for unpaid Assessments and Costs of Enforcement against the Unit which accrue prior to the time such party acquires title to the Unit, except to the extent the amount of the extinguished lien may be reallocated and assessed to all Units as a Common Expense and except to the extent the Act grants lien priority for Assessments to the 300HOA. All other persons not holding liens described in this Section and obtaining a lien or encumbrance on any Unit after the recording of this Declaration shall be deemed to consent that any such lien or encumbrance shall be subordinate and inferior to the 300HOA's lien for Assessments and Costs of Enforcement as provided in this Article, whether or not such consent is specifically set forth in the instrument creating any such lien or encumbrance.

Sale or other transfer of any Unit, (a) except as provided above with respect to First Mortgagees, (b) except in the case of foreclosure of any lien enumerated in this Section, and (c) except as provided in the next Section, shall not affect 300HOA's lien on such Unit for Assessments due and owing prior to the time such purchaser acquired title and shall not affect the personal liability of each Unit Owner who shall have been responsible for the payment thereof. Further, no such sale or transfer shall relieve the purchaser of a Unit from liability for, or the Unit from the lien of, any Assessments made after the sale or transfer.

Section 10.12 Statement of Status of Assessments. On or before fourteen (14) calendar days after receipt of written notice to the Managing Agent or, in the absence of a Managing Agent, to the Board of Directors and payment of a reasonable fee set from time to time by the Board of Directors, any Unit Owner, holder of a Security Interest, prospective purchaser of a Unit or their designees shall be furnished a statement of the Unit Owner's account setting forth:

(a) the amount of any unpaid Assessments then existing against a particular Unit;

(b) the amount of the current installments of the annual Assessment and the date that the next installment is due and payable;

(c) the date(s) for payment of any installments of any special Assessments outstanding against the Unit; and

(d) any other information, deemed proper by 300HOA, including the amount of any delinquent Assessments created or imposed under the terms of this Declaration.

Upon the issuance of such a certificate signed by a member of the Board of Directors, by an officer of 300HOA, or by a Managing Agent, the information contained therein shall be

conclusive upon 300HOA as to the person or persons to whom such certificate is addressed and who rely on the certificate in good faith.

Section 10.13 Liens. Except for Assessment liens as provided in this Declaration, mechanics' liens (except as prohibited by this Declaration), tax liens, judgment liens and other liens validly arising by operation of law and liens arising under Security Interests, there shall be no other liens obtainable against the Common Elements or against the interest of any Unit Owner in the Common Elements except a Security Interest in the Common Elements granted by 300HOA pursuant to the requirements of the Act.

Section 10.14 Reserve Funds. 300HOA shall maintain (i) a capital reserve fund for the repair, restoration and replacement of the Common Elements; and (ii) a general operating reserve fund. The reserve funds shall be Common Expenses and funded as follows:

(a) At the Closing of a sale of a Residential Unit by Declarant to an Owner, the Owner shall pay to 300HOA an amount equal to 300HOA's estimate of three (3) months of general operating Assessments to be levied against that Unit for the fiscal year in which that sale occurs, which shall be deposited into the general operating reserve fund. Such payments shall be in addition to, and shall not be credited against, the Owner's obligation to pay regular and special Assessments levied against the Units by 300HOA. Upon the sale of a Residential Unit by an Owner, 300HOA shall not be obligated to return to the transferor any funds held in reserve funds.

(b) Prior to Closing of the first sale of a Residential Unit, Declarant shall likewise pay to 300HOA an amount equal to the 300HOA's estimate of three (3) months of general operating Assessments to be levied against the Hotel and Residential Units for the 300HOA's initial fiscal year, which shall be deposited into the general operating reserve fund.

(c) Thereafter, 300HOA may increase the reserve funds or replace funds withdrawn from any reserve funds with funds collected through Assessments. The amounts held in such reserve funds shall be set at the discretion of the Board of Directors. All reserve funds shall be maintained in FDIC insured, interest bearing accounts.

ARTICLE 11. MAINTENANCE RESPONSIBILITY

Section 11.1 Unit Owner's Rights and Duties with Respect to Interiors. Except as may be provided in the Reservation and Purchase and Sale agreement or other conveyancing documents executed by Declarant in connection with sales to initial purchasers of the Units, each Owner of a Unit shall have the exclusive right and duty to paint, tile, paper, or otherwise decorate or redecorate and to maintain and repair the interior surfaces of the walls, floors, ceilings, windows and doors forming the boundaries of such Unit Owner's Unit and all walls, floors, ceilings, and doors within such boundaries. Notwithstanding the foregoing, no Residential Unit Owner shall be permitted to install any hardwood floor or other hard surface improvements in

his Unit that might affect adjoining Units by increasing noise or vibrations, without the prior written approval of the 300HOA, which approval may be denied, or conditioned, in 300HOA's sole discretion. Owners of the Units shall maintain window coverings that are consistent and as specified within the design and material standards originally established by the Declarant, installed by the Declarant and adopted by the 300HOA.

Any decoration, maintenance or repair to the Unit must be performed in such a manner, so that it shall be in compliance with industry standard codes, applicable City of Ketchum building codes and the original construction practices established for the construction of the Project.

Section 11.2 Responsibility of the Unit Owner. The Unit Owner of any Unit shall, at the Unit Owner's expense, maintain and keep in repair all fixtures, equipment, and utilities installed and included in a Unit commencing at a point where the fixtures, equipment, and utilities enter the Unit. A Unit Owner shall not allow any action or work that will impair the structural soundness of the improvements, impair the proper functioning of the utilities, heating, ventilation, or plumbing systems or integrity of the Improvement(s), or impair any easement or hereditament. Subject to 300HOA's overall responsibility for maintenance of the Limited Common Elements, each Unit Owner shall be responsible for routine maintenance and care of the walls, floors, ceilings, windows and doors of any balcony or patio or of any other Limited Common Elements appurtenant to the Unit Owner's Unit, and for keeping the same in a good, clean, sanitary, and attractive condition. Notwithstanding the foregoing, Unit Owners shall not be responsible for damage to exterior doors and windows except if as a result of a negligent or willful act of said Owner. 300HOA shall not be responsible for repairs occasioned by casualty due to the act or negligence of the Unit Owner or Occupant of the Unit except as provided in Article 17.

300HOA shall not be responsible for damage that occurs due to the Unit Owner's failure to abide by the operation recommendations included in Operation, Maintenance and/or Warranty Manuals for the Unit or for Common Elements.

Section 11.3 Unit Owner's Negligence. In the event that the need for maintenance, repair, or replacement of all or any portion of the Common Elements is caused through or by the negligent or willful act or omission of a Unit Owner or Occupant, then the expenses incurred by 300HOA for such maintenance, repair, or replacement shall be a personal obligation of such Unit Owner; and, if the Unit Owner fails to repay the expenses incurred by 300HOA within seven (7) days after notice to the Unit Owner of the amount owed, then the failure to so repay shall be a default by the Unit Owner, and such expenses shall automatically become a default Assessment determined and levied against such Unit, enforceable by 300HOA in accordance with this Declaration.

Section 11.4 Responsibility of 300HOA. 300HOA, without the requirement of approval of the Unit Owners, shall maintain and keep in good repair, replace, and improve, as a Common Expense, all of the Project not required in this Declaration to be maintained and kept in good

repair by a Unit Owner or by Declarant. 300HOA shall also be responsible to maintain those off-site improvements constructed by Declarant and as further described in the Amended and Restated Right-Of-Way Encroachment Agreement 25980A ("Encroachment Agreement"), including the entire snowmelt system that has been installed in the public right of way on Leadville Avenue, River Street and Highway 75, in accordance with the terms of the Encroachment Agreement.

Section 11.5 Utilities and Services. Declarant shall be responsible for obtaining basic utility services for all Units including, but not limited to, heating, cooling, water, sewer, electric, building trash removal, telephone for required fire monitoring systems, and fiber optic internet service. Such Utilities and Services shall be separately metered other than water and sewer supplied by the City of Ketchum and natural gas provided by Intermountain Gas to each Residential Unit to the extent reasonably feasible and subject to the following provisions:

(a) *Heating, Cooling and Domestic Hot Water.* Costs associated with heating, cooling and domestic hot water for Residence Units located on the third and fourth floors will be determined based on flow and BTU meters controlling use of such utilities for all Residential Units on each floor where the Residential Units are located. Utility costs will be allocated among the Units on each floor based on the livable square footage of each Unit as it relates to the combined gross square footage of all Units located on each Project floor. Utilities delivered in common to all Units will be billed separately to each Unit Owner and will be in addition to the HOA dues as established by the 300HOA.

(b) *Natural Gas.* Costs associated with natural gas delivered to the Residential Units located on the third and fourth floors of the Project will be determined based on a pro-rated basis as allocated by each Unit's percentage of the overall gross floor area of all Residential Units on the third and fourth floors of the Project.

(c) *Electric.* Each Unit in the Project will be separately metered with service provided by Idaho Power. Each Unit Owner will be required to secure its own electrical account with Idaho Power.

(d) *Internet Service.* Each Unit Owner will be assessed its pro-rata share of the common fiber optic service delivered to the Project by Cox Communications.

ARTICLE 12. MECHANICS' LIENS

Section 12.1 Mechanics' Liens. Subsequent to recording of this Declaration and the filing of the Plat in the Records, no labor performed or materials furnished for use and incorporated in any Unit with the consent of or at the request of the Unit Owner or the Unit Owner's agent, contractor or subcontractor, shall be the basis for the filing of a lien against a Unit of any other Unit Owner not expressly consenting to or requesting the same, or against any interest in the Common Elements except as to the undivided interest therein appurtenant to the

Unit of the Unit Owner for whom such labor shall have been performed or such materials shall have been furnished. Each Unit Owner shall indemnify and hold harmless each of the other Unit Owners and 300HOA from and against any liability or loss arising from the claim of any mechanics' lien or for labor performed or for materials furnished in work on such Unit Owner's Unit, against the Unit of another Unit Owner or against the Common Elements, or any part thereof.

Section 12.2 Enforcement by 300HOA. At its own initiative or upon the written request of any Unit Owner (if 300HOA determines that further action by 300HOA is proper), 300HOA shall enforce the indemnity provided by the provisions of this Article 12 by collecting from the Unit Owner of the Unit on which the labor was performed or materials furnished the amount necessary to discharge by bond or otherwise any such mechanics' lien, to pay all costs and reasonable attorneys' fees incidental to the lien, and to obtain a release of such lien. If the Unit Owner of the Unit on which the labor was performed or materials furnished refuses or fails to indemnify within five (5) days after 300HOA shall have given notice to such Unit Owner of the total amount of the claim, then the failure to so indemnify shall be a default by such Unit Owner under the provisions of this Section 12.2, and such amount to be indemnified shall automatically become a default Assessment determined and levied against such Unit, and enforceable by 300HOA pursuant to this Declaration.

ARTICLE 13. **SERVICES**

Section 13.1 General. The Residential Units shall generally be dependent upon the Hotel Unit for certain services that are or may be provided from the Hotel Unit. In addition, certain services, referred to herein as A La Carte Services, may be provided by Hotel Unit Owner (as discussed in Section 13.3). In addition, Hotel Unit Owner and/or the 300HOA may provide services to some or all of the Unit Owners as described below.

Section 13.2 Basic Services. Basic Services as set forth in Exhibit E attached hereto will be provided by the 300HOA (or, at its direction pursuant to a contract therewith, by Managing Agent) to the Unit Owners for the term of this Declaration. The amount charged by the 300HOA for providing the Basic Services (which may include a reasonable profit including a management fee to Managing Agent) will be part of the Common Expenses. Notwithstanding anything to the contrary set forth in this Declaration or otherwise, the Basic Services listed on Exhibit E, as of the date of recordation of this Declaration, are anticipated to be provided under the Management Agreement by the Managing Agent; however, although such list is attached hereto as a list of services that will be provided as "Basic Services" as of the recordation of this Declaration, the 300HOA shall have the right to add or subtract or otherwise alter the list of services and/or change the manner in which such services are provided so long as the resulting list of services is substantially equivalent (subject to changes that are dictated by obsolescence, technological evolution or applicable laws) to the list attached hereto as Exhibit E (as such list may be amended

from time to time in accordance with the foregoing provisions of this Section 13.2 or is otherwise approved by the 300HOA in accordance with the Bylaws.

Section 13.3 A La Carte Services. A La Carte Services may be provided to the Residential Unit Owners and their Rental Guests by Hotel Unit Owner (or by Hotel Manager on behalf of Hotel Unit Owner) pursuant to separate written agreements by and between each Residential Unit Owner and Hotel Manager or the Managing Agent (as agent for Hotel Unit Owner). Provision of A La Carte Services is completely discretionary at the election of Hotel Unit Owner, Hotel Manager and the Managing Agent. A La Carte Services are paid for by each Residential Unit Owner on a per use, per diem or other periodic basis agreed to by and between the Residential Unit Owner and Hotel Manager or the Managing Agent. Hotel Unit Owner's provision of the A La Carte Services may be conditioned upon the applicable Residential Unit Owner's execution of an A La Carte Services agreement. Basic Services are expressly excluded from the definition of A La Carte Services.

Section 13.4 Hotel Related Services. Hotel Unit Owner shall have the exclusive right (but not the obligation) to provide one or more of the Hotel Services for a fee or fees to be determined from time to time in the Hotel Unit Owner's sole and absolute discretion.

Section 13.5 Access Fee. Unless incorporated into the rental agreement, any Rental Guest may be required to pay a daily access fee ("**Access Fee**") to Hotel Unit Owner in an amount established from time to time by Hotel Unit Owner or Hotel Manager. Payment of the Access Fee will entitle the Rental Guest to receive access to: (i) the amenities and facilities of the Hotel (including, but not limited to, the Hotel pools and fitness center); (ii) some or all Basic Services; and (iii) certain of the A La Carte Services (determined by Hotel Unit Owner or Hotel Manager to be available on a pay-per-use basis). Each Residential Unit Owner will be responsible for paying any portion of the Access Fee that is not paid by a Rental Guest renting such Residential Unit Owner's Residential Unit. If the Access Fee is not paid in a full and timely fashion, access to Hotel facilities and amenities and to the other services described above may be denied. The Access Fee may vary depending on whether or not the Residential Unit is participating in any rental program operated through the Hotel Unit or Hotel Unit Owner.

ARTICLE 14. **USE RESTRICTIONS**

Section 14.1 Use of Units.

(a) Residential Units. Except for uses reserved to Declarant in ~~Article 16~~ Article 16 entitled "Special Declarant Rights and Additional Reserved Rights", all Residential Units shall be used for single family dwelling purposes by its Owner and shall not be used or caused, allowed or authorized to be used in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or other non-residential purpose; except that an Owner may voluntarily elect to rent such Owner's Residential Unit in accordance with the provisions of this Declaration. No Residential Unit shall be used as part of

any Occupancy Plan or for similar purposes, including but not limited to any online hospitality services, online agents, or online brokers such as “Airbnb” or “VRBO” or other similar companies or services, unless pursuant to a program of operation of Hotel Unit Owner or Hotel Manager or designees, or as otherwise agreed to by Hotel Unit Owner on a case-by-case basis.

(b) Hotel Unit. The Hotel Unit may be used for any purpose allowable under applicable law, including, but not limited to, any commercial hotel uses, including but not limited to lobby, reception, recreation facilities, restaurant, bar, banquet, meeting facilities and lodging rooms. All Unit Owners hereby consent to the sale of alcoholic beverages by the Hotel Unit Owner and/or the management company employed by the Hotel Unit Owner and hereby grant to the Hotel Unit Owner and/or management company a license combined with a possessory interest for such purposes.

Section 14.2 Rental of Residential Condominiums.

(a) Rentals Permitted. The Residential Units may be rented either on a transient or non-transient basis. Each Rental Guest shall comply with the covenants, terms, conditions and restrictions of this Declaration and with any and all rules and regulations adopted by the Hotel Unit Owner and/or the 300HOA, as applicable, from time to time, including, without limitation, any and all regulations and/or procedures adopted by the Hotel Unit Owner regarding any applicable mandatory check-in for Owners or Rental Guests, minimum requirements and approval of third party rental agents, coordination of charging privileges and other matters reasonably necessary to allow Owners or Rental Guests, as applicable, to be well integrated into a unified structure and operation. Rentals are permitted if, and only if, the Residential Unit Owner informs the Hotel Unit Owner of the rental not less than five (5) days prior to the occupancy of the Residential Unit.

(b) Rental Requirements. Any rental agreement shall be in writing, shall provide that the rental is subject to the Project Documents, shall be in accordance with rental provisions set forth in the Declaration and shall provide that any failure to comply with any provisions of the Governing Documents shall be a default under the terms of the rental agreement. A copy of this Declaration and the other Project Documents shall be made available to each Rental Guest by the Residential Unit Owner so renting. The Residential Unit Owners shall, at all times, be responsible for their Rental Guest’s compliance with all of the provisions of the Project Documents pursuant to the occupancy and use of the Rental Unit. The Residential Unit Owners will be jointly and severally liable to the 300HOA and/or Hotel Unit Owner for any amount which is required by the 300HOA and/or Hotel Unit Owner to repair any damage to the Common Elements or Hotel Property Unit, as applicable, resulting from acts or omissions of the Residential Unit Owners’ Rental Guests and to pay any claim for injury or damage to property caused by the negligence of the Residential Unit Owners’ Rental Guests or other occupants of the Residential Unit Owners’ Residential Units. A Rental Guest shall have no obligation to the 300HOA to pay assessments imposed by the 300HOA nor shall any Rental Guest have any voting rights in the 300HOA. No sales, marketing or advertising activities and materials for rent of a

Residential Unit shall include the name of the Hotel Manager, the Hotel or any brand name, logos or identifying marks used in connection with the Hotel, the 300HOA, the Residential Units or the Project, except as may be specifically authorized under any management agreement or license agreement between the 300HOA and the Hotel Manager. Neither Hotel Unit Owner nor Hotel Manger shall have any obligation to provide any Hotel Services to Rental Guests and shall have the right to charge certain fees to Rental Guests (e.g., parking fees, nightly rental fees) and/or not to extend services or amenities provided to Residential Unit Owners to Rental Guests (e.g., free or discounted food services, front desk check-in, room service, folio charges, concierge services, use of Hotel house phone, accepting deliveries, use of business center services, maintenance services).

Section 14.3 Use of Common Elements. There shall be no obstruction of the Common Elements, nor shall anything be kept or stored on any part of the Common Elements by any Residential Unit Owner without the prior written approval of 300HOA. Nothing shall be altered on, constructed in, or removed from the Common Elements by any Unit Owner without the prior written approval of 300HOA. There shall be no rubbish or debris of any kind placed or permitted to accumulate, and no odors shall be permitted to arise from the property so as to render any portion of the Project unsanitary, unsightly, offensive or detrimental to any property or person. Trash, garbage or other waste shall be kept only in sanitary containers. No Unit Owner shall permit or cause any trash or refuse to be kept on any portion of the Project other than in receptacles customarily used for it, which shall be located in places specifically designed for such purpose. No smoking shall be permitted in Common Areas, within the Project including Limited Common Areas unless rules and regulations are established by 300HOA for designated smoking areas within the Common Areas.

Section 14.4 Prohibition of Increases in Insurable Risks and Certain Activities. Nothing shall be done or kept in any Unit or in or on the Common Elements, or any part thereof, which would result in the cancellation of the insurance on all or any part of the Project or in an increase in the rate of the insurance on all or any part of the Project over what 300HOA, but for such activity, would pay, without the prior written approval of 300HOA. Nothing shall be done or kept in any Unit or in or on the Common Elements which would be in violation of any statute, rule, ordinance, regulation, permit, or other imposed requirement of any governmental body having jurisdiction over the Project. No damage to or waste of the Common Elements shall be committed by any Unit Owner or Occupant, and each Unit Owner shall indemnify and hold 300HOA and the other Unit Owners harmless against all loss resulting from any such damage or waste caused by him or an Occupant of his Unit. Failure to so indemnify shall be a default by such Unit Owner under this Section. At its own initiative or upon the written request of any Unit Owner (and if 300HOA determines that further action by 300HOA is proper), 300HOA shall enforce the foregoing indemnity as a default Assessment levied against such Unit.

Section 14.5 Structural Alterations and Exterior Appearance. No structural alterations to any Unit, including the construction of any additional skylight, window, door or other alteration visible from the exterior of the Unit or to any Common Element nor any modification of water

distribution lines or other utility service lines shall be made or caused to be made by any Unit Owner without the prior written approval of the Declarant during the Period of Declarant Control and, thereafter, 300HOA. No clothes lines, satellite dishes, television antennas, wiring or installation of air conditioning equipment, window coverings or other improvements, alterations or decorations visible from outside a Unit shall be added by a Unit Owner without the prior written approval of the Declarant during the Period of Declarant Control and, thereafter, 300HOA. Except for interior decorations not visible from outside a Unit and alteration or relocation of walls constituting Limited Common Elements, no alteration or subdivision of Units or relocation of boundaries between adjoining Units shall be made by the Unit Owners without the prior written approval of the Declarant during the Period of Declarant Control and, thereafter, by 300HOA. 300HOA shall promulgate Rules and Regulations establishing procedures for the approvals required by this Section 14.5. Such Rules and Regulations shall include, but shall not be limited to, requirements that the applicant submit (a) plans and specifications showing the nature, kind, shape, height, color, materials, and location of the proposed alterations in sufficient detail for 300HOA and Declarant to review them; and (b) processing and/or review fees, which may include any professional fees 300HOA or Declarant might incur in retaining architects or engineers to review the plans and specifications. The Rules and Regulations shall specifically consider the impact of the alteration on the harmony of external design and location in relation to surrounding structures and topography.

Section 14.6 Use Restrictions. No animal pens, sheds, fences or other outbuildings or structures of any kind shall be erected by any Unit Owner. No activity shall be allowed which interferes unduly with the peaceful possession and proper use of the Project by the Unit Owners, nor shall any fire hazard or unsightly accumulation of refuse be allowed. No lights shall be emitted which are unreasonably bright or cause unreasonable glare; no sound shall be emitted which is unreasonably loud or annoying; and no odor shall be emitted which is nauseous or offensive to others. No livestock, animals, poultry or fowl shall be kept in any Unit other than domestic dogs, cats and domesticated birds, provided that no such dog, cat or bird which is or becomes an annoyance or nuisance to other Occupants of the Project shall thereafter be kept in any Unit. In the event Rules and Regulations relating to the Use Restrictions are adopted by 300HOA related to pets, the more stringent restriction on such use shall control.

Section 14.7 Restriction on Signs. No signs, billboards, posterboards, or advertising structure of any kind shall be displayed, erected, or maintained for any purpose whatsoever except such signs as have been approved by the Declarant during the Period of Declarant Control and, thereafter, 300HOA. Any signs which are permitted under the foregoing restrictions shall be erected or maintained on the Project only with the prior written approval of the Declarant during the Period of Declarant Control, and thereafter 300HOA, which approval shall be given only if such signs are approved by the 300HOA.

Section 14.8 Restrictions on Use of Parking and Storage Areas. No parking shall be permitted at any location on the Property unless specifically designated and assigned for parking by Declarant during the Period of Declarant Control and thereafter, 300HOA. All parking spaces

shall be used for parking operable vehicles only. No boat, trailer, recreational vehicle, camper or commercial vehicle (other than vehicles used in conjunction with the operation of the hotel) shall be parked or left within the Project underground parking garage. The 300HOA reserves to itself the right to designate, assign and reserve the parking areas of the Project, both above grade and below grade, for use by all of the Owners, tenants and invitees of the Hotel Unit or Residential Units, other than those parking spaces specifically assigned as Limited Common Area appurtenant to specific Units. No storage is permitted outside of Units except in specifically designated storage areas. No Owner may use any parking or storage space assigned to another. No Owner may use any parking space for storage or use any parking or storage space in any manner that obstructs or interferes with any other Owner's parking or storage rights or that constitutes a safety hazard. Without limiting the generality of the powers of 300HOA with respect to parking or storage, 300HOA is specifically authorized, but not obligated, to remove any vehicle parked in any area not designated for parking, or any vehicle parked in any space that is assigned to another person or reserved for a specific use, or any vehicle parked in an obstructing or hazardous manner, or any improperly stored or hazardous materials, in all cases at the expense of the Owner or Occupant that owns such vehicle or materials. Expenses incurred by 300HOA in connection with such removal (and storage, if necessary) shall be a personal obligation of such Owner and, if the Owner fails to pay such amount within seven (7) days after notice to the Owner of the amount owed, then the failure to pay shall be a default by the Owner and such expenses shall automatically become a default Assessment determined and levied against such Unit enforceable by 300HOA as provided in this Declaration.

ARTICLE 15.
EASEMENTS

Section 15.1 Easement of Enjoyment. Every Unit Owner shall have a non-exclusive easement for the use and enjoyment of the Common Elements, which shall be appurtenant to and shall pass with the title to every Unit, subject to the easements set forth in this Article 15 and the easements and restrictions set forth in Article 7 entitled "Unit Owners' Property Rights in Common Elements".

Section 15.2 Delegation of Use. Any Unit Owner may delegate, in accordance with the Project Documents, the Unit Owner's right of enjoyment in the Common Elements to an Occupant of the Unit Owner's Unit.

Section 15.3 Recorded Easements. The Property shall be subject to any easements shown on any recorded plat affecting the Property, shown on the recorded Plat or reserved or granted under this Declaration, including but not limited to the Sewer Line easement recorded as Instrument # 717001 and the Cross-Easement Agreement recorded as Instrument # 716692 in the records of Blaine County, Idaho.

Section 15.4 Easements for Encroachments. The Project, and all portions of it, is subject to easements hereby created for encroachments between Units and the Common Elements as follows:

- (a) in favor of all Unit Owners, so that they shall have no legal liability when any part of the Common Elements encroaches upon a Unit;
- (b) in favor of each Unit Owner, so that the Unit Owner shall have no legal liability when any part of his Unit encroaches upon the Common Elements or upon another Unit; and
- (c) in favor of all Unit Owners, 300HOA, and the Unit Owner of any encroaching Unit for the maintenance and repair of such encroachments.

Encroachments referred to in this Section 15.4 include, but are not limited to, encroachments caused by error or variance from the original plans in the construction of the Improvements or any Unit constructed on the Property, by error in the Plat, by settling, rising, or shifting of the earth, or by changes in position caused by repair or reconstruction of any part of the Project. Such encroachments shall not be considered to be encumbrances upon any part of the Project; provided, however, that encroachments created by the intentional act of a Unit Owner shall not be deemed to create an easement on the Property and shall be considered an encroachment upon the Project. Such encroachment shall be removed at Unit Owner's expense immediately upon notice from 300HOA. In the event such encroachment is not timely removed, the 300HOA may effect removal of the encroachment and the expense thereof shall be a default Assessment to the Unit Owner.

Section 15.5 Easements over Hotel Unit and Hotel Limited Common Elements. In addition to the easements set forth in Section 15.6, all Unit Owners shall have a nonexclusive easement over, through and across the ground floor Hotel Unit Lobby Area for ingress and egress to Common Elements, including but not limited to, restrooms, elevators, stairs, service/loading docks, garbage receptacles, parking areas and ski and recreational storage locker room. All Unit Owners shall have a non-exclusive easement for ingress and egress over through and across the following Hotel Limited Common Elements: porte-cochere and exterior terrace areas on the ground level, subject to reasonable rules and restrictions related to the operations of the hotel.

Section 15.6 Hotel Pools, Spa, Fitness Center and Observatory. Each Residential Unit Owner and their respective Occupants have a non-exclusive right to use the Hotel pools, spa and fitness center and the Hotel operated Observatory, for their intended uses, but (a) subject to rules and restrictions as determined and imposed by Hotel Unit Owner from time to time, and subject to periodic closure or restricted use for special events and activities as determined by Hotel Unit Owner or its hotel management company, in Hotel Unit Owner's or management company's sole discretion, (b) subject to costs payable by the Residential Unit Owners to Hotel Unit Owner for the use, maintenance, repair, replacement and operation as may be incorporated into and/or payable with Assessments of the Residential Unit Owners as a Common Expenses; and (c) notwithstanding

anything to the contrary herein, without the prior approval of Hotel Unit Owner, the right to use such pool, and fitness center shall be limited to the Residential Unit Owners while in residence and Occupants of Residential Unit Owners who are occupying a Residential Unit while the Residential Unit Owner is in residence or occupying a Residential Unit as a Rental Guest, which prior approval may be granted in the sole discretion of Hotel Unit Owner and may, in accordance with Section 13.5, be subject to separate use fees, which may include, but are not limited to, an Access Fee payable by unaccompanied guests of Residential Owners and an Access Fee payable by a Rental Guest of a Residential Unit Owner, as such fees may be determined by Hotel Unit Owner from time to time.

Section 15.7 Utility Easements. There is hereby created a general easement upon, across, over, in, and under all of the Property in favor of the 300HOA and utility providers for ingress and egress and for installation, replacement, repair, and maintenance of all utilities, including but not limited to water, sewer, gas, telephone, electricity, and a cable communication system. By virtue of this easement, it shall be expressly permissible and proper for the companies providing such utilities to erect and maintain the necessary equipment on the Property and to affix and maintain electrical, communications, and telephone wires, circuits, and conduits under the Property. Any utility company using this general easement shall use its best efforts to install and maintain the utilities provided without disturbing the uses of other utilities, the Unit Owners, the 300HOA, and Declarant; shall complete its installation and maintenance activities as promptly as reasonably possible; and shall restore the surface to its original condition as soon as possible after completion of its work. Should any utility company furnishing a service covered by this general easement request a specific easement by separate recordable document, Declarant during the Period of Declarant Control and, thereafter, the 300HOA, shall have the right and authority to grant such easement upon, across, over, or under any part or all of the Property without conflicting with the terms hereof. The easements provided for in this Section 15.7 shall in no way affect, avoid, extinguish, or modify any other recorded easement on the Property.

Section 15.8 Emergency Access Easement. A general easement is hereby granted to all police, sheriff, fire protection, ambulance, and all other similar emergency agencies or persons to enter upon all streets and upon the Property in the proper performance of their duties.

Section 15.9 Maintenance Easement. An easement is hereby granted to the 300HOA and any Managing Agent and their respective officers, agents, employees and assigns upon, across, over, in, and under the Common Elements and a right to make such use of the Common Elements as may be necessary or appropriate to perform the duties and functions which they are obligated or permitted to perform pursuant to this Declaration.

Section 15.10 Easements of Access for Repair, Maintenance, and Emergencies. Some of the Common Elements are or may be located within the Units or may be conveniently accessible only through the Units. The Unit Owners and the 300HOA shall have the irrevocable right, to be exercised by the 300HOA as the Unit Owners' agent, to have access to each Unit and to all Common Elements from time to time during such reasonable hours as may be necessary for the

maintenance, repair, removal, or replacement of any of the Common Elements therein or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the Common Elements or to any Unit. Unless caused by the negligent or willful act or omission of a Unit Owner or Occupant, damage to the interior of any part of a Unit resulting from the maintenance, repair, emergency repair, removal, or replacement of any of the Common Elements or as a result of emergency repair within another Unit at the instance of the 300HOA or of the Unit Owners shall be a Common Expense.

Section 15.11 Easement for Providing Services. Hotel Unit Owner has an easement over the Common Elements to provide the services described in ARTICLE 13 and to exercise any other rights granted hereunder and perform any obligations hereunder that require access over or use of the Common Elements.

Section 15.12 Easements in Favor of the General Public. The public shall have a non-exclusive right to access the Observatory Terrace Deck, the Observatory Room, and the Trail Creek lookout (located in the Riparian Zone) through the Common Area and Hotel Limited Common Area, subject to the following conditions:

(a) Observatory Terrace Deck and Room. Public access to the Observatory Terrace Deck and Observatory Room shall be managed via a reservation system administered by the Hotel Unit Owner or its designated management company.

1. Entry and Check-in: Members of the public with a valid reservation shall enter through the Hotel's primary entry doors on River Street and check in with reception desk personnel.
2. Waiver Requirement: Access is contingent upon the execution of a liability waiver by each visitor.
3. Escort Protocol: Following check-in and waiver execution, visitors shall be accompanied by a designated hotel employee through the interior public and guest areas on the Lobby level to hotel elevator No. 2, and then to the Observatory foyer.
4. Events: The Hotel Unit may offer annual astronomy programmed events, which shall also be accessed via the Hotel's Observatory reservation system.

(b) Trail Creek Lookout. Public access to the Trail Creek lookout within the Riparian Zone (situated on property owned by Harriman Ketchum Hotel, LLC, or its successors or assigns) shall be provided as follows:

1. Pedestrian Route: Access shall be via the stairwell on the south side of the Hotel's west wing, which connects the sidewalk on the east side of Highway 75 to the Hotel exterior Level P1 Exterior Terrace.
2. Hours of Access: Access is permitted during daylight hours, or during specific hours established by the Hotel Owner or its management company to

maintain safe and controlled access and ensure compliance with necessary insurance liability coverage requirements.

This Section 15.12 may not be deleted or amended without the written consent of the City of Ketchum.

Section 15.13 Easements Deemed Created. All conveyances of Units hereafter made, whether by Declarant or otherwise, shall be construed to grant and reserve the easements contained in this Article 15, even though no specific reference to such easements or to this Article 15 appears in the instrument for such conveyance.

ARTICLE 16.

SPECIAL DECLARANT RIGHTS AND ADDITIONAL RESERVED RIGHTS

Section 16.1 Special Declarant Rights. Declarant hereby reserves the right, from time to time, to perform the acts and exercise the rights hereinafter specified (the “**Special Declarant Rights**”). Declarant’s Special Declarant Rights include the following:

(a) *Completion of Improvements.* The right to complete improvements indicated on the Plat filed with this Declaration and/or the right to complete construction of the Project as Declarant determines in its sole discretion.

(b) *Sales Management and Marketing.* The right to locate, relocate and maintain sales offices, management offices, signs advertising the Project, and models within any Unit or Units owned by Declarant and in the Common Elements. Declarant and its designated marketing agent shall have the right to show Units and the Common Elements to prospective purchasers and to arrange for the use of any recreational facilities within the Common Elements by prospective purchasers.

(c) *Construction Easements.* The right to create and use easements through the Common Elements for the purpose of making improvements within the Project. Declarant expressly reserves the right to perform warranty work, and repairs and construction work and to store materials in secure areas, in Units and in Common Elements, and the future right to control such work and repairs, and the right of access thereto, until its completion. Declarant may perform all work without the consent or approval of any Unit Owner or First Mortgagee or holder of a Security Interest. Declarant has such an easement through the Common Elements as may be reasonably necessary for the purpose of discharging Declarant’s obligations and exercising Declarant’s reserved rights in this Declaration. Such easement includes the right to construct underground utility lines, pipes, wires, ducts, conduits, and other facilities across the Property for the purpose of furnishing utility and other services to buildings and improvements to be constructed on any of the Property. Declarant’s reserved construction easement includes the right to grant easements to public utility companies and to convey improvements within those easements anywhere in the Common Elements not occupied by an Improvement containing Units.

(d) *Control of 300HOA and Board of Directors.* Subject to Section 8.6 and 8.7, the right to appoint or remove any officer of 300HOA or any member of the Board of Directors.

(e) *Amendment of Declaration.* The right to amend this Declaration in connection with the exercise of any Development Rights.

(f) *Amendment of Plat.* The right to amend the Plat and any Development Agreement between Declarant and the City of Ketchum in connection with the exercise of any Development Rights.

(g) *Signs.* The right to maintain signs on the Common Elements advertising the Project.

(h) *Post-Sales.* The right to use the Common Elements to maintain customer relations and provide post-sale services to Unit Owners.

(i) *Parking/Storage.* The right to use and to allow others to use all parking and storage areas, except Limited Common Elements appurtenant to sold Units, in connection with its marketing efforts or for special events or other parking purposes.

(j) *Disputes With 300HOA.* The right to require that all disputes with 300HOA, including but not limited to those arising out of or relating to the purchase and sale of the Units, the construction or management of the Units or Common Elements, or the interpretation of this Declaration, be mediated by the American Arbitration Association under its Commercial Mediation Rules. Thereafter, Declarant shall have the right to require that any unresolved dispute or controversy or claim, including but not limited to the aforementioned, be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

(k) *Payment of Common Expenses.* The right, but not the obligation, to pay all or part of budgeted Common Expenses in lieu of 300HOA levying Assessments for the same for any period of time.

Section 16.2 *Additional Reserved Rights.* In addition to the Special Declarant Rights set forth in Section 16.1 above, Declarant also reserves the following additional rights (the “**Additional Reserved Rights**”):

(a) *Dedications.* The right to establish, from time to time, by dedication or otherwise, utility and other easements for purposes including but not limited to streets, paths, walkways, drainage, recreation areas, parking areas, driveways, ducts, shafts, flues, conduit installation areas, and to create other reservations, exceptions and exclusions for the benefit of and to serve the Unit Owners within the Project.

(b) *Use Agreements.* The right to enter into, establish, execute, amend, and otherwise deal with contracts and agreements for the use, lease, repair, maintenance or regulation of parking and/or recreational facilities, which may or may not be a part of the Project for the benefit of the Unit Owners and/or 300HOA.

(c) *Easement Rights.* The rights to an easement through the Common Elements as may be reasonably necessary for the purpose of discharging Declarant's obligations arising under this Declaration or the Act.

(d) *Unit Rentals.* Hotel Unit Owner shall have the right to enact reasonable rules relating to the rental of Residential Units.

(e) *Other Rights.* The right to exercise any Additional Reserved Right created by any other provision of this Declaration.

Section 16.3 Limitations on Special Declarant Rights and Additional Reserved Rights. Unless sooner terminated by an amendment to this Declaration executed by the Declarant, any Special Declarant Right or Additional Reserved Rights may be exercised by the Declarant so long as the Declarant (a) is obligated under any warranty or obligation; or (b) owns ten percent (10%) of the total number of Residential Units; provided, however, all Special Declarant Rights and Additional Reserved Rights shall terminate three (3) years after the termination of the Period of Declarant Control. Earlier termination of certain rights may occur pursuant to requirements of the Act.

Section 16.4 Interference with Special Declarant Rights. Neither 300HOA nor any Unit Owners may take any action or adopt any rule and/or regulation that will interfere with or diminish any Special Declarant Rights or Additional Reserved Rights without the prior written consent of the Declarant.

Section 16.5 Rights Transferable. Any Special Declarant Rights or Additional Reserved Right created or reserved under this Article 16 for the benefit of Declarant may be transferred to any person by an instrument describing the rights transferred and recorded in the Records. Such instrument shall be executed by the transferor Declarant and the transferee.

Section 16.6 Owner Waivers, Releases and Assumption of Risk Rights Transferable. Each Owner by accepting a deed to a Unit thereby does agree to assume all responsibility for and all inherent risk of damage or injury that may occur while owning or occupying a Unit or the Common Area, including but not limited to the following:

(a) Damage to land and other real property that is not part of a Unit, or that was not included in the purchase price for the Unit;

(b) Damage to spas and other recreational equipment or facilities driveways, boundary and retaining walls not necessary to the structural integrity of the Unit, fences,

landscaping, sprinkler systems, exterior terraces, decks, stoops, steps and porches, or any other appurtenant structure or attachment to a Unit not part of the Unit;

(c) Damage or loss which arises while the Unit is being used for non-residential purposes;

(d) Damage or loss which arises out of the use of the lobby fireplace or exterior firepits;

(e) Any condition which does not result in actual physical damage to the Unit;

(f) Damage to Unit as a result of modifications or improvements to Units. Unit Owner shall restore the Unit to industry standard codes or to the level of construction, whichever is greater.

(g) Any loss or damage that is caused or made worse by any of the following causes, whether acting alone or in concert or in sequence or concurrence with any other cause or causes whatsoever:

(i) Negligence, improper maintenance, defective material or work supplied by, or improper operation by, anyone other than the Declarant or its contractors, including failure to comply with the warranty requirements of manufacturers of appliances, equipment or fixtures;

(ii) Failure to give prompt and proper notice to any insurer, including to any Home Buyer's Warranty insurer;

(iii) Riot or civil commotion, war, vandalism, hurricane, tornado, fire, explosion, blasting, smoke, water, groundwater, flood, earthquake, hail snow, ice storm, lightning, falling trees or other objects, aircraft, vehicles, mudslide, avalanche, or volcanic eruption;

(iv) Abuse or use of a Unit, or any part thereof, beyond the reasonable capacity of such Unit for such use;

(v) Microorganisms, fungus, decay, wet rot, dry rot, mold, mildew, vermin, insects, rodents, wild or domestic animals, plants, corrosion, rust, radon, radiation, asbestos, any solid, liquid or gaseous pollutant, contaminant, toxin, irritant, or carcinogenic substance, and electromagnetic field or emission;

(vi) Failure to minimize or mitigate any defect, condition, loss or damage as soon as practicable.

(h) Any damage known prior to acquiring the Unit.

(i) Loss caused, in whole or in part, by any peril or occurrence for which compensation is provided by private insurance, or state or federal funds;

(j) Diminished market value of the Unit;

(k) Any and all consequential loss or damage, including without limitation, any damage to property not covered by insurance, any damage to property not owned by the Owner, any bodily damage or personal injury of any kind, including physical or mental pain and suffering and emotional distress, and any medical or hospital expenses, or lost profits.

Each Owner further (i) releases Declarant and its members, employees, agents and representatives from any claim, loss, liability or cause of action in connection with the risks hereby assumed, (ii) waives and agrees not to sue, make any claim against, maintain an action against or recover from Declarant, its members, employees, agents, or representatives for damages sustained as a result of the risks hereby assumed, and (iii) to indemnify and hold harmless, Declarant and its members, employees, agents or representatives from all claims, judgments, costs, including attorneys' fees, incurred in connection with any action brought as a result of the risks hereby assumed.

ARTICLE 17. **INSURANCE**

Section 17.1 Coverage. Commencing not later than the first conveyance of a Unit to a purchaser and to the extent reasonably available, 300HOA shall obtain and maintain insurance coverage as set forth in this Article. If such insurance is not reasonably available, and the Board of Directors determines that any insurance described herein will not be maintained, the Board of Directors shall promptly cause notice of that fact to be hand delivered or sent prepaid by United States mail to all Unit Owners and Eligible First Mortgagees at their respective last known addresses.

(a) *Property Insurance.* 300HOA shall maintain property insurance on the Project for broad form covered causes of loss in amount of insurance not less than the full insurable replacement cost of the insured property less applicable deductibles at the time insurance is purchased and at each renewal date, exclusive of land, excavations, foundations, and other items normally excluded from property insurance policies.

(b) *Liability Insurance.* 300HOA shall maintain commercial general liability insurance against claims and liabilities arising in connection with the ownership, existence, use, or management of the Project, insuring 300HOA. The Board of Directors, the Managing Agent, and their respective employees and agents. The minimum limits of insurance will be \$1,000,000 per occurrence, subject to an annual policy aggregate of \$2,000,000 unless otherwise determined by the Board. The Declarant shall be included as an additional insured in such Declarant's capacity as a Unit Owner. Unit Owners and Eligible First Mortgagees shall be included as

additional insureds but only for claims and liabilities arising in connection with the ownership, existence, use, of the Common Elements or membership in 300HOA.

(c) *Fidelity Bond.* 300HOA shall maintain a fidelity bond on all persons who control or disburse funds for or on the behalf of 300HOA. Coverage shall not be less in the aggregate than two months' current Assessments plus reserves, as calculated from the current budget of 300HOA. Any person employed as an independent contractor by 300HOA, including the Hotel Management Company must obtain and maintain fidelity bond in like amount for the benefit of 300HOA unless 300HOA names such person as an insured employee in the bond specified above.

(d) *Other Insurance.* The Board of Directors may also procure insurance against such additional risks of a type normally carried with respect to properties of comparable character and use that the Board of Directors deems reasonable and necessary in order to protect the Project, 300HOA and the Unit Owners, including but not limited to Community Association Professional (aka Directors and Officers Liability), Company Reimbursement (or Company Indemnification) and Fiduciary Liability policies.

(e) *Unit Owners' Policies.* Each Unit Owner may obtain additional insurance at his own cost for his own benefit so long as all such policies provide that the liability of the carriers issuing insurance to 300HOA hereunder shall not be affected or diminished by reason of any such insurance carried by any Unit Owner.

Section 17.2 Required Provisions. All insurance policies carried pursuant to the requirements of this Article 17 must provide that:

(a) each Unit Owner and each Eligible First Mortgagee is an insured person under the policy with respect to liability arising out of such Unit Owner's interest in the Common Elements or membership in 300HOA;

(b) no act or omission by any Unit Owner or Eligible First Mortgagee, unless acting within the scope of such Unit Owner's authority on behalf of 300HOA, will void the policy or be a condition to recovery under the policy;

(c) if, at the time of a loss under the 300HOA policy, there is other insurance in the name of a Unit Owner covering the risks covered by the policy, the 300HOA's policy provides primary insurance until the limits are exhausted, the Unit Owner coverage will then be excess;

(d) any loss covered by the policies must be adjusted by the Insurance Carrier with 300HOA;

(e) the insurance proceeds for any loss shall be payable to an insurance trustee designated for that purpose, or otherwise to 300HOA and not to any holder of a Security Interest;

(f) the insurer, or authorized representative, shall issue certificates of insurance to 300HOA and, upon request, to any Unit Owner or holder of a Security Interest; and

(g) the insurer issuing the policy may not cancel or refuse to renew it until forty-five (45) days after notice of the proposed cancellation or non-renewal has been mailed to 300HOA and any Unit Owner(s) and holder(s) of Security Interests to whom a certificate of insurance has been issued at their respective last known addresses.

Section 17.3 Adjustment of Claims. 300HOA may adopt and establish written nondiscriminatory policies and procedures relating to the submission of claims, responsibility for deductibles, and any other matters of claim's adjustment that are required by the insurer. To the extent 300HOA settles a property insurance claim, it shall have the authority to assess negligent Unit Owners causing such loss or benefiting from such repair or restoration all deductibles paid by 300HOA. In the event more than one Unit is damaged by a loss, 300HOA, in its reasonable discretion, may assess each Unit Owner a pro rata share of any deductible paid by 300HOA.

Section 17.4 Copies of Policies. A copy of each insurance policy obtained by 300HOA shall be made available for inspection by any Unit Owner or Eligible First Mortgagee at reasonable times.

ARTICLE 18.

RESTORATION UPON DAMAGE OR DESTRUCTION

Section 18.1 Duty to Restore. Any portion of the Project, for which insurance is required under the Act or for which insurance carried by 300HOA is in effect, that is damaged or destroyed must be repaired or replaced promptly by 300HOA unless:

(a) the Project is terminated;

(b) repair or replacement would be illegal under a State of Idaho statute or City of Ketchum municipal ordinance governing health or safety;

(c) sixty-seven percent (67%) of the Voting Power, including every Owner of a Unit or assigned Limited Common Element that will not be rebuilt, vote not to rebuild all or a portion of the Common Elements; or

(d) prior to the conveyance of any Unit to a purchaser, the holder of a Security Interest on the damaged portion of the Project rightfully demands all or a substantial part of the insurance proceeds.

In the event the Project is not repaired or replaced as allowed by Subparagraphs (a), (b) and (c) above, then the Real Estate in the Project shall be sold and the proceeds distributed pursuant to the procedures provided for in the Act for termination of condominium projects.

Section 18.2 Cost. The cost of repair or replacement in excess of insurance proceeds and reserves is a Common Expense.

Section 18.3 Plans. The Property must be repaired and restored in accordance with either the original plans and specifications or other plans and specifications which have been approved by the Board of Directors and a Majority of Owners.

Section 18.4 Replacement of Less Than Entire Property. If a portion of the Common Elements are not repaired or replaced, the insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Project and, except to the extent that other persons will be distributees:

(a) the insurance proceeds attributable to a Unit and Limited Common Elements that are not rebuilt must be distributed to the Unit Owner of the Unit and the Unit Owner of the Unit to which the Limited Common Elements were allocated, or to holders of Security Interests, as their interests may appear;

(b) the remainder of the proceeds attributable to the Common Elements must be distributed to each Unit Owner or holders of Security Interests, as their interests may appear, in proportion to the Allocated Interests in the Common Elements of all the Units; and

(c) if the Unit Owners vote not to rebuild the Common Elements that contain a Unit, the Allocated Interests of such Unit are reallocated upon the vote as if the Unit had been condemned, 300HOA promptly shall prepare, execute and record an amendment to this Declaration reflecting the reallocations.

Section 18.5 Insurance Proceeds. The insurance trustee, or if there is no insurance trustee, then the Board of Directors, acting by the President, shall hold any insurance proceeds in trust for 300HOA, Unit Owners and holders of Security Interests as their interest may appear. Subject to the provisions of the Sections above, the proceeds shall be disbursed first for the repair or restoration of the damaged Property, and 300HOA, Unit Owners and holders of Security Interests are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Property has been completely repaired or restored, or the Project is terminated, in which event the surplus proceeds will be distributed as provided in this Declaration.

Section 18.6 Certificates by the Board of Directors. The insurance trustee, if any, may rely on the following certifications in writing made by the Board of Directors:

(a) whether or not damaged or destroyed Property is to be repaired or restored; and

(b) the amount or amounts to be paid for repairs or restoration and the names and addresses of the parties to whom such amounts are to be paid.

Section 18.7 Certificates by Attorneys or Title Insurance Companies. If payments are to be made to Unit Owners or holders of Security Interests, the Board of Directors, and the insurance trustee, if any, shall obtain and may rely on a title insurance company or attorney's certificate of title or a title insurance policy based on a search of the Records from the date of recording of this Declaration stating the names of the Unit Owners and the holders of Security Interest.

ARTICLE 19. **CONDEMNATION**

Section 19.1 Sale by Unanimous Consent. If an action for condemnation of all or a portion of the Project is proposed or threatened by any governmental agency having the right of eminent domain, then, on unanimous written consent of all of the Unit Owners and after written notice to all mortgagees, the development, or a portion of it, may be sold by the Board of Directors acting as irrevocable attorney-in-fact of all of the Unit Owners for a price deemed fair and equitable by the Board of Directors, but in no event less than the aggregate unpaid balance of all mortgages encumbering all Units in the development.

Section 19.2 Distribution of Proceeds of Sale. On a sale occurring under Section 19.1, the proceeds shall be distributed to the Unit Owner and the mortgagees of each Unit in proportion to each Unit's relative interest in the Project as determined by an appraisal commissioned by the Board of Directors.

Section 19.3 Distribution of Condemnation Award. If the Project, or a portion of it, is not sold but is instead taken, the judgment of condemnation shall by its terms apportion the award among the Unit Owners and their respective mortgagees.

ARTICLE 20. **MORTGAGEE PROTECTIONS**

Section 20.1 Introduction. This Article 20 establishes certain standards and covenants which are for the benefit of First Mortgagees. This Article 20 is supplemental to, and not in substitution for, any other provisions of this Declaration, but in the case of any conflict, this Article shall control.

Section 20.2 Percentage of First Mortgagees. Unless specifically provided otherwise, wherever in this Declaration the approval or consent of a specified percentage of Eligible First Mortgagees is required, it shall mean the approval or consent of sixty-seven percent (67%) of Eligible First Mortgagees. Each Eligible First Mortgagee shall be entitled to one vote for each Security Interest held by such Eligible First Mortgagee.

Section 20.3 Notice of Actions. If requested in writing to do so, the 300HOA shall give prompt written notice of the following to each Eligible First Mortgagee making such request:

- (a) any condemnation loss or any casualty loss which affects a material portion of the Common Elements or any Unit in which an interest is held by the Eligible First Mortgagee;
- (b) any delinquency in the payment of Assessments which remains uncured for sixty (60) days by a Unit Owner whose Unit is encumbered by a Security Interest held by such Eligible First Mortgagee;
- (c) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by 300HOA;
- (d) any proposed action which would require the consent of Eligible First Mortgagees as set forth in this Article;
- (e) any judgment rendered against 300HOA; and
- (f) a copy of any financial statement of 300HOA.

Section 20.4 Consent Required. 300HOA may not take any of the following actions, except as such rights have been specifically reserved by Declarant under the provisions of this Declaration, without the consent of sixty-seven percent (67%) of the Eligible First Mortgagees:

- (a) sale, conveyance or encumbrance of the Common Elements, separate from any Unit (provided, however, that the granting of easements for public utilities, or for other purposes provided for in this Declaration will not be deemed a transfer within the meaning of this clause);
- (b) restoration or repair of the Project (after hazard damage or partial condemnation) in a manner other than that specified in this Declaration;
- (c) termination of this Declaration for reasons other than substantial destruction or condemnation, subject to the approval percentages required for such termination;
- (d) any action not to repair or to replace the Common Elements except as permitted in this Declaration.

Section 20.5 Notice of Objection. Unless an Eligible First Mortgagee provides the Secretary of 300HOA with written notice of its objection, if any, to any proposed amendment or action requiring the approval of Eligible First Mortgagees within thirty (30) days following the receipt of notice of such proposed amendment or action, the Eligible First Mortgagee will be deemed conclusively to have consented to or approved the proposed amendment or action.

Section 20.6 First Mortgagees' Rights.

(a) *Advances.* First Mortgagees, jointly or singly, may pay taxes or other charges which are in default and which may or have become a charge against any of the Common Elements or improvements thereon, and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for the Common Elements. First Mortgagees making such payments shall be owed immediate reimbursement from 300HOA.

(b) *Cure Rights.* First Mortgagees shall be entitled to cure any delinquency of the Unit Owner encumbered by a First Mortgage in the payment of Assessments. In that event, the First Mortgagee shall be entitled to obtain a release from the lien imposed or perfected by reason of such delinquency.

Section 20.7 Limitations on First Mortgagee's Rights. No requirement for approval or consent by a First Mortgagee provided in this Article 20 shall operate to:

(a) deny or delegate control over the general administrative affairs of 300HOA by the Unit Owners or the Board of Directors;

(b) prevent 300HOA or Board of Directors from commencing, intervening and/or settling any legal proceeding; or

(c) prevent any insurance trustee or 300HOA from receiving and distributing any insurance proceeds in accordance with the requirements of Article 19 entitled "Restoration Upon Damage or Destruction".

Section 20.8 Special Declarant Rights. No provision or requirement of this Article 20 entitled "Mortgagee Protections" shall apply to any Special Declarant Rights reserved to Declarant in this Declaration.

ARTICLE 21.

DURATION OF COVENANTS; AMENDMENT AND TERMINATION

Section 21.1 Term. This Declaration and any amendments or supplements to it shall remain in effect from the date of recordation for a period of fifty (50) years. Thereafter, this Declaration shall be automatically extended for successive periods of ten (10) years each, unless otherwise terminated or modified as provided in this Article.

Section 21.2 Amendment of Declaration. Except to the extent that this Declaration and the Act expressly permit or require amendments that may be executed by the Declarant or by 300HOA, this Declaration (including the Plat) may be amended only by a vote or agreement of Unit Owners to which more than sixty seven percent (67%) of the votes in 300HOA are allocated. Notwithstanding the foregoing, no amendment may create or increase Special Declarant Rights,

increase the number of Units in the absence of a vote or agreement of the Unit Owners to which at least sixty seven percent (67%) of the votes of 300HOA, including sixty seven percent (67%) of the votes allocated to Units not owned by Declarant, are allocated, except to the extent otherwise permitted or required by this Declaration or the Act. Notwithstanding the foregoing, no amendment may change the uses to which any Unit is restricted in the absence of a vote or agreement of Unit Owners to which at least sixty seven percent (67%) of the votes of 300HOA are allocated, except to the extent otherwise permitted or required by this Declaration or the Act. Further, the provisions of Section 15.12 may not be deleted or amended without the written consent of the City of Ketchum.

Section 21.3 Execution of Amendments; Expenses. Any amendment shall be prepared, executed and recorded either by the Declarant or by an officer of 300HOA designated for that purpose or, in the absence of a designation, by the President of 300HOA. All expenses associated with preparing and recording an amendment to this Declaration shall be the sole responsibility of: (a) any Unit Owners desiring an amendment as provided for in this Declaration or the Act; (b) the Declarant, to the extent the right to amend this Declaration is reserved to the Declarant and exercised by the Declarant; or (c) in all other cases by 300HOA as a Common Expense.

Section 21.4 When Modifications Permitted. Notwithstanding the provisions of Section 21.2 above, no amendment or termination of this Declaration shall be effective in any event during the Period of Declarant Control, unless the written approval of Declarant is first obtained.

Section 21.5 Recording of Amendments. Any amendment to this Declaration made in accordance with this Article 21 shall be immediately effective upon the recording of the executed amendment in the Records together with a duly authenticated certificate of the Declarant or the Secretary of 300HOA stating that the required vote of Unit Owners, if any, and required consents of First Mortgagees (and/or Eligible First Mortgagee, as applicable) were obtained and are on file in the office of the 300HOA. The amendment must be indexed in the grantee's index in the name of the Project and 300HOA and in the grantor's index in the name of each person or entity executing the Amendment.

Section 21.6 Rights of Eligible First Mortgagees. To the extent allowed by the Act, Eligible First Mortgagees shall have the rights to approve specified action of the Unit Owners or 300HOA as a condition to the effectiveness of those actions as provided in Article 20 entitled "Mortgagee Protections".

Section 21.7 Termination of the Project. The Project may only be terminated as provided in the Act.

ARTICLE 22.
ALLEGED DEFECTS

Section 22.1 Intention. It is Declarant’s intent that all Improvements of every type and kind which may be installed by Declarant as part of the Project, including the fixtures in the Units and Common Elements within the Project (collectively, the “**Declarant Improvements**”) be of a quality that is consistent with construction and development practices for a condominium of this type. Nevertheless, due to the complex nature of construction and the subjectivity involved in evaluating such quality, disputes may arise as to whether a defect exists and Declarant’s responsibility therefor. It is Declarant’s intent to resolve all disputes and claims regarding “Alleged Defects” (as defined below) amicably, and without the necessity of time consuming and costly litigation. Accordingly, all Owners and the 300HOA, as well as the Board shall be bound by the claim resolution procedure set forth in this Article 20.

Section 22.2 Declarant’s Right to Cure. If 300HOA, the Board, or any Owner or Owners (collectively, “Claimant”) claim, contend, or allege that any portion of a Unit and/or any Declarant Improvements are defective or incomplete, or that Declarant or its agents, consultants, contractors or subcontractors were negligent in the planning, design, engineering, grading, construction or other development thereof (collectively, an “**Alleged Defect**”), Declarant hereby reserves the right to inspect, cure, repair and/or replace such Alleged Defect as set forth herein.

Section 22.3 Notice to Declarant. If a Claimant discovers an Alleged Defect, Claimant shall, within a reasonable time after discovery, notify Declarant, in writing, at: Harriman Ketchum Hotel, LLC P. O. Box 84, Sun Valley, Idaho 83353 or such other address at which Declarant maintains its principal place of business, of the specific nature of such Alleged Defect (“**Notice of Alleged Defect**”).

Section 22.4 Right to Enter, Inspect, Cure and/or Replace. Immediately after the receipt by Declarant of a Notice of Alleged Defect or the independent discovery of an Alleged Defect by Declarant or any governmental agency, and for a reasonable time thereafter, as part of Declarant’s reservation of rights, Declarant shall have the right, upon reasonable notice to Claimant and during normal business hours, to enter onto or into, as applicable, any Unit or the Common Elements, and/or any Declarant Improvements for the purposes of inspecting and, if deemed necessary by Declarant, curing, repairing and/or replacing the Alleged Defect. In conducting such inspection, cure, repairs and/or replacement, Declarant shall be entitled to take any actions as it shall deem reasonable and necessary under the circumstances.

Section 22.5 Claims. All Claims arising out of this Article 20 shall be submitted to binding Arbitration as provided in Section 22.8, below. No Claimant shall initiate any arbitration against Declarant alleging damages (a) for the costs of curing, repairing, or replacing any Alleged Defect, (b) for the diminution in value of any real or personal property resulting from such Alleged Defect or (c) for any consequential damages resulting from such Alleged Defect, unless and until Claimant has (i) delivered to Declarant a Notice of Alleged Defect and (ii) Declarant has, within 120

days after its receipt of the Notice of Alleged Defect, either (1) failed to cure, repair or replace the Alleged Defect or (2) if the Alleged Defect cannot reasonably be cured, repaired or replaced within such 120 day period, failed to commence such cure, repair or replacement of the Alleged Defect and, thereafter, failed to pursue diligently such cure, repair or replacement to completion. During any such period while Declarant is diligently pursuing to completion the cure, repair or replacement of the Alleged Defect, Claimant shall not stop, restrict, hinder, interrupt or otherwise interfere with any reasonable action or activity taken by Declarant, its employees, agents, or independent contractors, to inspect, cure, repair or replace the Alleged Defect, whether or not such action or activity is taken, or is proposed to be taken, on property owned by Claimant.

Section 22.6 No Additional Obligations; Irrevocability and Waiver of Rights. Nothing set forth in this Article 22 shall be construed to impose any obligation on Declarant to inspect, cure, repair or replace any item or Alleged Defect for which Declarant is not otherwise obligated to do under applicable law or any limited warranty provided by Declarant in connection with the sale of the Units and/or the Declarant Improvements constructed thereon, nor shall anything set forth in this Article 22 constitute an express or implied representation, warranty or guarantee by Declarant concerning any Declarant Improvements or the Project. The right of Declarant to enter, inspect, cure, repair and/or replace reserved hereby shall be irrevocable and may not be waived and/or terminated except by a writing, in recordable form, executed and recorded by Declarant in the Records.

Section 22.7 Statutory Remedies. The terms, conditions and procedures set forth in this Article 22 are in addition to the terms, conditions and procedures set forth in Idaho Code §§ 6-2501, et seq., and shall, to the maximum extent permitted by law, be exercised by any Claimant prior to instituting a claim and/or commencing an action under Idaho Code §§ 6-2501, et seq. for "*constructional defects*"; provided, however, the procedures set forth in this Article 22 shall not abrogate any of the requirements of Claimant under Idaho Code §§ 6-2501, et seq. Further, to the extent any provisions of this Article 22 are inconsistent with the provision of Idaho Code §§ 6-2501, et seq., the provisions of this Article 22 shall apply to the maximum extent permitted by law and shall extend all the time periods set forth in Idaho Code §§ 6-2501, et seq. until expiration of the 120 day period set forth in this Article 22. It is the express intent of Declarant to provide, by this Article 22, an initial 120 day period for Declarant to investigate and cure any constructional defects alleged by Claimant before the provisions of Idaho Code §§ 6-2501, et seq. are implemented and initiated by Claimant including, without limitation, the notice of claim, inspection, offer of settlement, and repair provisions of Idaho Code §§ 6-2501, et seq. Each Owner, by acceptance of a deed or otherwise acquiring title to any Unit agrees to be bound by all of the provisions of this Article 22.

Section 22.8 Arbitration. Unless otherwise agreed, the exclusive method of binding dispute resolution for claims made by a Claimant arising out of this Article 22 shall be arbitration administered by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules in effect as of the date of this Declaration. A demand for arbitration shall be made by such Claimant in writing, delivered to Declarant and filed with the entity

administering the arbitration. No demand for arbitration shall be made until after the procedures set forth in 22.3 through 22.6 have been fully complied with and the timeframes set forth therein have expired. In no event shall a claim for arbitration be made after the date when the initiation of legal or equitable proceedings based on the claim are barred by the applicable statute of limitations or statute of repose. For purposes of statutes of limitation and statutes of repose, receipt of the written demand for arbitration by the entity administering the arbitration shall constitute the initiation of legal action or equitable proceedings based on the claim. This agreement to arbitrate shall be specifically enforceable in accordance with applicable law in any court of competent jurisdiction, and any award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. In any such arbitration, the prevailing party shall, in addition to any other relief received, be entitled to an award of its reasonable attorneys' fees and costs arising from such claim.

Section 22.9 Additional Disclosures; Disclaimers and Releases.

WITHOUT LIMITING ANY OTHER PROVISION IN THIS DECLARATION, 300HOA AND, BY ACCEPTANCE OF A DEED OR ACQUIRING TITLE TO A UNIT, OR BY POSSESSION OR OCCUPANCY OF A UNIT, EACH OWNER FOR ITSELF AND FOR THE OWNER'S TENANTS, EMPLOYEES, FAMILY MEMBERS, GUESTS AND OTHER INVITEES, SHALL CONCLUSIVELY BE DEEMED TO UNDERSTAND, AND TO HAVE ACKNOWLEDGED AND AGREED TO, ALL OF THE FOLLOWING:

(a) Living in a multi-story building with hotel, commercial and residential components entail living in very close proximity to other persons and businesses, with attendant limitations on solitude and privacy. Walls, floors and ceilings have been designed to meet applicable building codes and the highest level of mixed-use construction. However, Owners may hear noise from adjacent Units within the Project, including, but not limited to, noise from showers, bathtubs, sinks, toilets or other sources of running water and/or plumbing fixtures. Also, Owners may hear noise from items such as spas, equipment in the recreation amenities located in the Hotel Unit, vacuum cleaners, stereos or televisions, or from people running, walking, exercising and socializing. Finally, Owners can expect to hear sound, music, noise, odors, vibrations, and other nuisances from the Hotel Unit and exterior open spaces or Common Areas in the normal course of hotel and banquet operations as well as from other residential, retail and commercial developments in the vicinity of the Project. Owners may also experience light entering the Units from commercial lighting in the vicinity and from City of Ketchum street lights located in close proximity to the windows and doors of the Units.

(b) 300HOA has no control over the transmission of noise, light or odors within the Project and/or from the adjacent residential, retail and commercial developments, and the potential effect of such noise, light or odors on Units within the Project.

(c) Each Owner acknowledges that (i) there are no protected views in the Project, and no Unit is assured the existence or unobstructed continuation of any particular view,

and (ii) any construction, landscaping or other installation of Improvements by the Declarant, other Owners or owners of other property in the vicinity of the Project may impair the view from any Unit, and each Owner consents to such view impairment.

(d) Certain portions of land (the "*Neighboring Developments*") outside, abutting and/or near the Project have not yet been developed or may be subject to redevelopment, and in the future may or will be developed by Declarant, or third parties over whom Declarant has no control. 300HOA has no jurisdiction over the future Neighboring Developments, and accordingly, there is no representation as to the nature, use or architecture of any future development or improvements on Neighboring Developments; and such use, development and/or construction on Neighboring Developments may result in noise, dust, or other "nuisance" to the Project or Owners.

(e) Residential and commercial construction is an industry inherently subject to variations and imperfections, and items which do not materially affect safety or structural integrity shall be deemed "*expected minor flaws*" (including, but not limited to: reasonable wear, tear or deterioration; shrinkage, swelling, expansion or settlement; squeaking, peeling, chipping, cracking or fading; touch-up painting; minor flaws or corrective work; and like items) and not constructional defects. Subsequent to the initial Conveyance of each Unit, each Owner hereby releases the Declarant from any and all claims arising from or relating to such expected minor flaws.

(f) The finished construction of each Unit, Common Elements and any Declarant or 300HOA Property, while within the standards of the industry in the City of Ketchum, Blaine County, Idaho, and while in substantial compliance with the plans and specifications, will be subject to variations and imperfections and expected minor flaws; and each Owner hereby releases the Declarant from any and all claims arising from or relating to such variations, imperfections and flaws.

(g) Indoor air quality of the Units may be affected in a manner and to a degree found in new construction within industry standards, including, without limitation, by particulates or volatiles emanating or evaporating from new carpeting or other building materials, fresh paint or other sealants or finishes, and similar products.

(h) Installation and maintenance of any security or traffic access device, operation, or method, shall not create any presumption or duty whatsoever of the Declarant or the 300HOA (or their respective officers, directors, managers, employees, agents, and/or contractors) with regard to security or protection of persons or property within or adjacent to the Project; and each Owner, by acceptance of a deed to a Unit, whether or not so stated in the deed, shall be deemed to have agreed to take any and all protective and security measures and precautions which such Owner would have taken if the Project had been located within public areas.

(i) The Units and other portions of the Project from time to time may, but need not necessarily, experience problems with bees, ants, spiders, termites, birds, and/or other insect, rodent or pest problems (collectively, “*pests*”); and Declarant hereby specifically disclaims any and all representations or warranties, express and implied, with regard to or pertaining to any pest, and each Owner must make its own independent determination regarding the existence or non-existence of any pest(s) which may be associated with the Unit or other portions of the Project.

(j) Even with a “*slip sheet*” underneath, certain hard surface flooring may still be subject to hairline cracks, and grout may crack and/or deteriorate, and furthermore, cracks in the walls may result from normal settlement and shifting around doors, windows, walls and ceilings; and each Owner shall be solely responsible for any such cracking or deterioration.

(k) “*Cutting-out*” (for example, but not limited to, for installation of speakers or “can” lights) or alteration of any portion of wall, ceiling, and/or floor by an Owner within a Unit is permitted only when such “cutting-out” is repaired, does not damage or adversely affect sound insulation, acoustics or transference of noise or other important features of the Unit and complies with the pertinent fire codes.

(l) Other matters, limitations, and restrictions, uniquely applicable to this Project, are set forth in this Declaration, and may be supplemented from time to time by the Rules and Regulations.

(m) Declarant has complied with all Unit maintenance and operation procedures and has performed upgrades, modifications, and/or repairs consistent with or above industry standards. Declarant reserves the right to buy back Units deemed to be defective at the market rate. Should an Owner allege that a Unit is defective, an inspection shall be performed by an independent third party and shall be paid for by the Unit Owner. Should the Unit be deemed defective, Declarant will reimburse Unit Owner 50% of the inspection cost.

Section 22.10 Releases. 300HOA AND, BY ACCEPTANCE OF A DEED OR OTHERWISE ACQUIRING TITLE TO A UNIT, EACH OWNER, FOR ITSELF AND ALL PERSONS CLAIMING UNDER SUCH OWNER, SHALL CONCLUSIVELY BE DEEMED TO HAVE ACKNOWLEDGED AND AGREED TO RELEASE THE DECLARANT AND ITS AFFILIATES, AND ALL OF THEIR RESPECTIVE OFFICERS, MANAGERS, AGENTS, EMPLOYEES, SUPPLIERS, AND CONTRACTORS, FROM ANY AND ALL CLAIMS, CAUSES OF ACTION, LOSS, DAMAGE OR LIABILITY (INCLUDING, BUT NOT LIMITED TO, ANY CLAIM FOR NUISANCE OR HEALTH HAZARD, PROPERTY DAMAGE, BODILY INJURY, AND/OR DEATH) ARISING FROM OR RELATED TO ALL AND/OR ANY ONE OR MORE OF THE CONDITIONS, ACTIVITIES, OCCURRENCES, OR OTHER MATTERS DESCRIBED IN THE FOREGOING ARTICLE 22.

ARTICLE 23.
MISCELLANEOUS

Section 23.1 Enforcement. Except as otherwise provided in this Declaration, enforcement of the covenants, conditions, restrictions, easements, reservations, rights-of-way, and other provisions contained in this Declaration and the other Project Documents shall be through any proceedings at law or in equity brought by any aggrieved Unit Owner, 300HOA, or Declarant against 300HOA or any Unit Owner. Such actions may seek remedy by injunction or restraint of a violation or attempted violation, or an action for damages, or any of them, without the necessity of making an election.

Section 23.2 Notices. All notices, demands, or other communications required or permitted to be given hereunder shall be in writing, and any and all such items shall be deemed to have been duly delivered upon personal delivery; upon actual receipt, in the case of notices forwarded by certified mail, return receipt requested, postage prepaid; as of 12:00 Noon on the immediately following business day after deposit with Federal Express or a similar overnight courier service; or as of the third business hour (a business hour being one of the hours from 8:00 a.m. to 5:00 p.m. on business days) after transmitting by telecopy.

Section 23.3 Nonwaiver. Failure by Declarant, 300HOA, or any Unit Owner or Eligible First Mortgagee to enforce any covenant, condition, restriction, easement, reservation, right-of-way, or other provision contained in the Project Documents shall in no way or event be deemed to be a waiver of the right to do so thereafter.

Section 23.4 Severability. The provisions of this Declaration shall be deemed to be independent and severable, and the invalidity of any one or more of the provisions of it by judgment or court order or decree shall in no way affect the validity or enforceability of any of the other provisions, which provisions shall remain in full force and effect. Any provision which would violate the rule against perpetuities and the rule prohibiting unlawful restraints on alienation shall be construed in a manner as to make this Declaration valid and enforceable.

Section 23.5 Number and Gender. Unless the context provides or requires to the contrary, the use of the singular herein shall include the plural, the use of the plural shall include the singular, and the use of any gender shall include all genders.

Section 23.6 Captions. The captions to the Articles and Sections and the Table of Contents at the beginning of this Declaration are inserted only as a matter of convenience and for reference, and are in no way to be construed to define, limit, or otherwise describe the scope of this Declaration or the intent of any provision of this Declaration.

Section 23.7 Conflicts in Legal Documents. In case of conflicts between the provisions in this Declaration and the Articles of Incorporation or the Bylaws, this Declaration shall control. In case of conflicts in the provisions in the Articles of Incorporation and the Bylaws, the Articles of Incorporation shall control.

Section 23.8 Exhibits. All the Exhibits attached to and described in this Declaration are incorporated in this Declaration by this reference.

Section 23.9 Choice of Law. This Declaration shall be construed and interpreted in accordance with the laws of the State of Idaho.

Section 23.10 Construction. This Declaration shall be construed and interpreted without the application of any rule of construction based on the Declarant as the drafter of this Declaration.

Section 23.11 Legal Counsel. This Declaration was prepared by attorneys representing only the Declarant.

THIS DECLARATION is made by HARRIMAN KETCHUM HOTEL, LLC, an Idaho limited liability company, as Declarant, and in witness thereof, has executed this Declaration on the ____ day of _____ 2026, to be effective upon recording.

Harriman Ketchum Hotel, LLC
An Idaho limited liability company

By: Waypoint, LLC an Idaho limited liability company
Its Manager

By: _____
Jack E. Bariteau, Manager

State of Idaho)
) ss.
County of Blaine)

On _____, before me, a Notary Public in and for said State, personally appeared Jack E. Bariteau, Jr., known or identified to me to be the Managing Member of Waypoint, LLC, an Idaho limited liability company, the Managing Member in Harriman Ketchum Hotel, LLC, an Idaho limited liability company, who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that such limited liability company executed the same in said limited liability company name.

Notary Public for Idaho
Residing at _____
My Commission expires _____

**EXHIBIT A
TO
DECLARATION**

LEGAL DESCRIPTION

Lot 2, Block 83 of a Replat of Block 83 Original Town of Ketchum, according to the official plat thereof, recorded as Instrument

NO. 210798, records of Blaine County, Idaho.

**EXHIBIT B
TO
DECLARATION**

TABLE OF ALLOCATED INTERESTS

| Unit Identification | Unit Classification | Unit Area (sq. feet) | Percentage Share of Common Elements | Percentage Share of Common Expenses Liability | Number of Votes |
|---------------------|---------------------|----------------------|-------------------------------------|---|-----------------|
| H | Hotel | ### | | | 17 |
| | | | | | |
| | | | | | |
| 300 | Residence | 2,818 | | | 1 |
| 310 | Residence | 1,499 | | | 1 |
| 315 | Residence | 1,869 | | | 1 |
| 325 | Residence | 2,574 | | | 1 |
| 330 | Residence | 1,866 | | | 1 |
| 340 | Residence | 1,530 | | | 1 |
| 350 | Residence | 3,468 | | | 1 |
| | | | | | |
| 400 | Residence | 2,641 | | | 1 |
| 410 | Residence | 1,620 | | | 1 |
| 420 | Residence | 2,119 | | | 1 |
| 440 | Residence | 3,489 | | | 1 |
| 450 | Residence | 2,998 | | | 1 |
| | | | | | |
| | TOTAL | 28,491 | 100.00 | 100.00 | 29 |
| | | | | | |

**EXHIBIT C
TO
DECLARATION**

300HOA ARTICLES OF
INCORPORATION

**EXHIBIT D
TO
DECLARATION**

300HOA BYLAWS

**EXHIBIT E
TO
DECLARATION**

BASIC SERVICES

- Door man, bell-person and and receptionist.
- Concierge and valet services, required valet parking services for hotel room guests and other hotel visitors using the hotel facilities and paying for such service and including package delivery and holding.
- The right to access and use certain facilities and amenities of the Hotel (to be determined by Hotel Unit Owner in its sole discretion). Residence owners shall not be restricted for their personal use, residential unit renters renting through the hotel management company including the 6 lock-off rooms contained within 6 of the residential units.
- Other services as are otherwise required pursuant to the terms and conditions of the Project Documents or the Residential Rental Program. The Residential Rental Program shall be provided by Hotel Manager to Hotel Unit Owner for its approval prior to the recordation of the final CC & R's and Final Plat for the Property.

- Reception/Check-In:
 - Hotel's reception desk or at an area designated by Hotel Unit Owner and Hotel Manager.

- Charging Privileges:
 - For each Residential Unit Owner, creation of a folio in which to charge incidental expenditures; includes charging privileges at all restaurants and gift shops within the Hotel. Invoices to be charged monthly against a registered credit card of a Residential Unit Owner. A Residence Unit Owner benefits program to be established by the Hotel Unit Owner and coordinated and managed by the Hotel Manager to include hotel guest room reserving services and the booking and renting of guest hotel rooms. A credit account shall be established for each Residence Unit owner by the Hotel Manager

- PBX Communication Services
 - Central point of contact for incoming calls via the hotel system
 - One extension number and DID per Residential Unit if so elected
 - Voicemail on in-house extension for all hotel rooms, lock-off rooms and residences who elect to connect to the hotel system
 - Room to room and residence to residence direct dial service to include direct dial to General Manager by Residence Unit Owner if so elected.
 - Fiber optic service provided by Cox Communications

- Landline phone service to front desk, amenity spaces including all food and beverage areas and spa
- Pest Control Services
 - Common area exterior pest control and fumigation. 300HOA managed service.
- Exterior Window Cleaning
 - On a standard, scheduled basis set annually exterior window and screen washing. Normally 3 times per year for the exterior in this environment. Screens not necessarily required in this climate or elevation. 300HOA managed service and billed as part of 300HOA dues. Interior window cleaning by residential unit owners when requested and in addition to HOA dues and to the hotel in its overall common area as its respective billed expense.
- Refuse Collection
 - Three times weekly disposal of trash from Residential Units when in occupancy by Resident Unit Owner or residence renter in Hotel Residence Program. 300HOA managed disposal service can be provided and billed by 300HOA to Resident Unit Owner.
- Utilities
 - Electrical service is individually metered to each Residence Unit. Natural gas service is provided to the Property including all residences by Intermountain Gas and billed pro rata as part of monthly HOA dues or separately billed to Residence Unit Owner by 300HOA. Water and sewer service is billed to the Property and included as an HOA monthly dues charge.
- Fiber Optic Internet Service
 - Same channels provided as those provided to Hotel Guest Rooms (specifically excluding On Command Video or similar services). Fiber optic supplied to the Property by Cox Communications. Monthly fiber optic service charge to Resident Unit Owners of \$175 billed by 300HOA or the Hotel Manager
- Access to Hotel pool, spa and fitness center -- subject to Rules and Regulations established by the Hotel Unit Owner and Hotel manager.
- Exterior Landscaping/Lighting
 - For common area landscaping: grass cutting; trimming and pruning of trees/shrubs; fertilization; weeding; irrigation; replacement of all plant material as needed. Managed and billed by 300HOA as part of monthly Resident Unit HOA dues. Lighting fixture replacement as needed.
- Residence Parking and Valet Service Parking

Each Residence Unit is provided with two (2) assigned and designated parking spaces in the underground garage managed by the Hotel Unit Manager. A Residence Unit Owner may self-park in one assigned limited common area and designated parking space. The second parking space per residence will be provided in a two car parking stacker unit and valet parking will be provided per Residence Unit that will be parked by the Valet Parking Service for days in-residence. All other valet parking will be provided as an A la Carte Service, as indicated below.

- Central Mechanical Plant, elevators, and all exterior and interior common area maintenance shall be managed by the Hotel Unit Manager and where applicable by 300HOA.
- Life & Fire Safety Systems: All Property installed by the Hotel Unit Owner during the construction process and shall be delivered fully operational and under specific warranties of varying lengths and coverage. The fire sprinkler system as designed and installed by Hotel Unit Owner's general contractor and applicable subcontractor shall be fully tested, inspected and certified by the City of Ketchum Fire Marshall prior to the Property's opening for business and occupancy. Elevator maintenance, normal servicing and State of Idaho inspections required annually. A Fire Command Control Center is located on the ground floor of the Building and the Property meets all fire/life safety requirements of the State of Idaho and the Fire Marshall of the City of Ketchum.
- Security
 - 24-hour security on duty in common areas and at all points of ingress and egress per International Building Code and City of Ketchum approved requirements



City of Ketchum

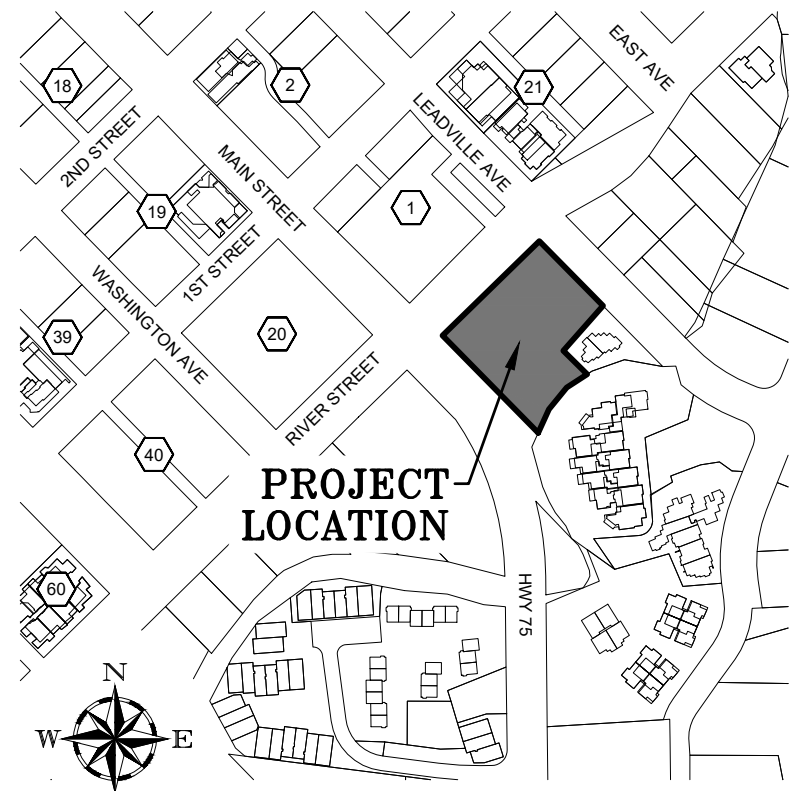
ATTACHMENT 2: Preliminary Plat and Topography Diagram

A PRELIMINARY PLAT SHOWING 300 RIVER STREET EAST CONDOMINIUMS

WHEREIN LOT 2, REPLAT OF BLOCK 83, ORIGINAL TOWN OF KETCHUM, IS
REPLATTED INTO CONDOMINIUM UNITS.

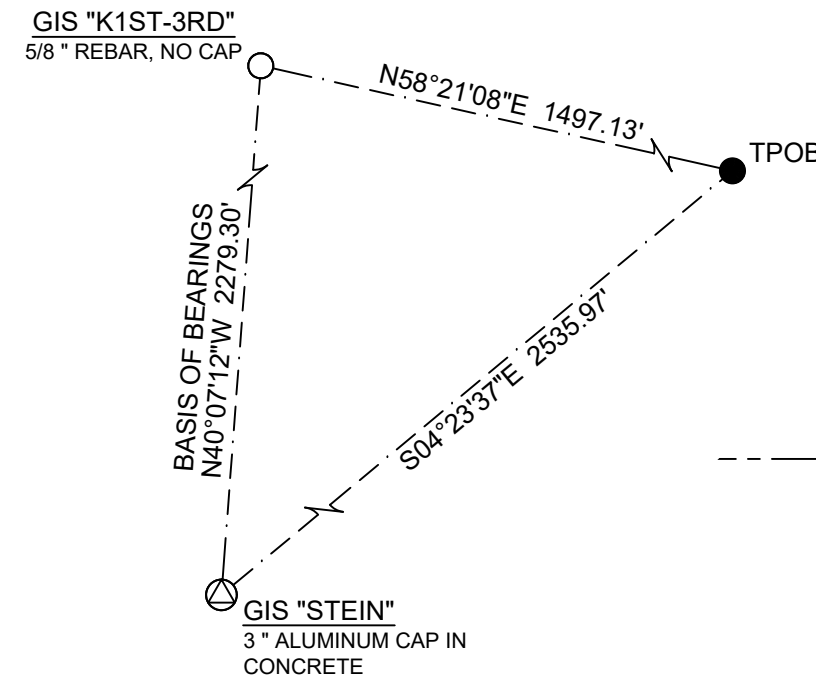
LOCATED WITHIN T.4N., R.18E., SECTION 18, B.M., CITY OF KETCHUM,
BLAINE COUNTY, IDAHO

APRIL 2026



VICINITY MAP
N.T.S.

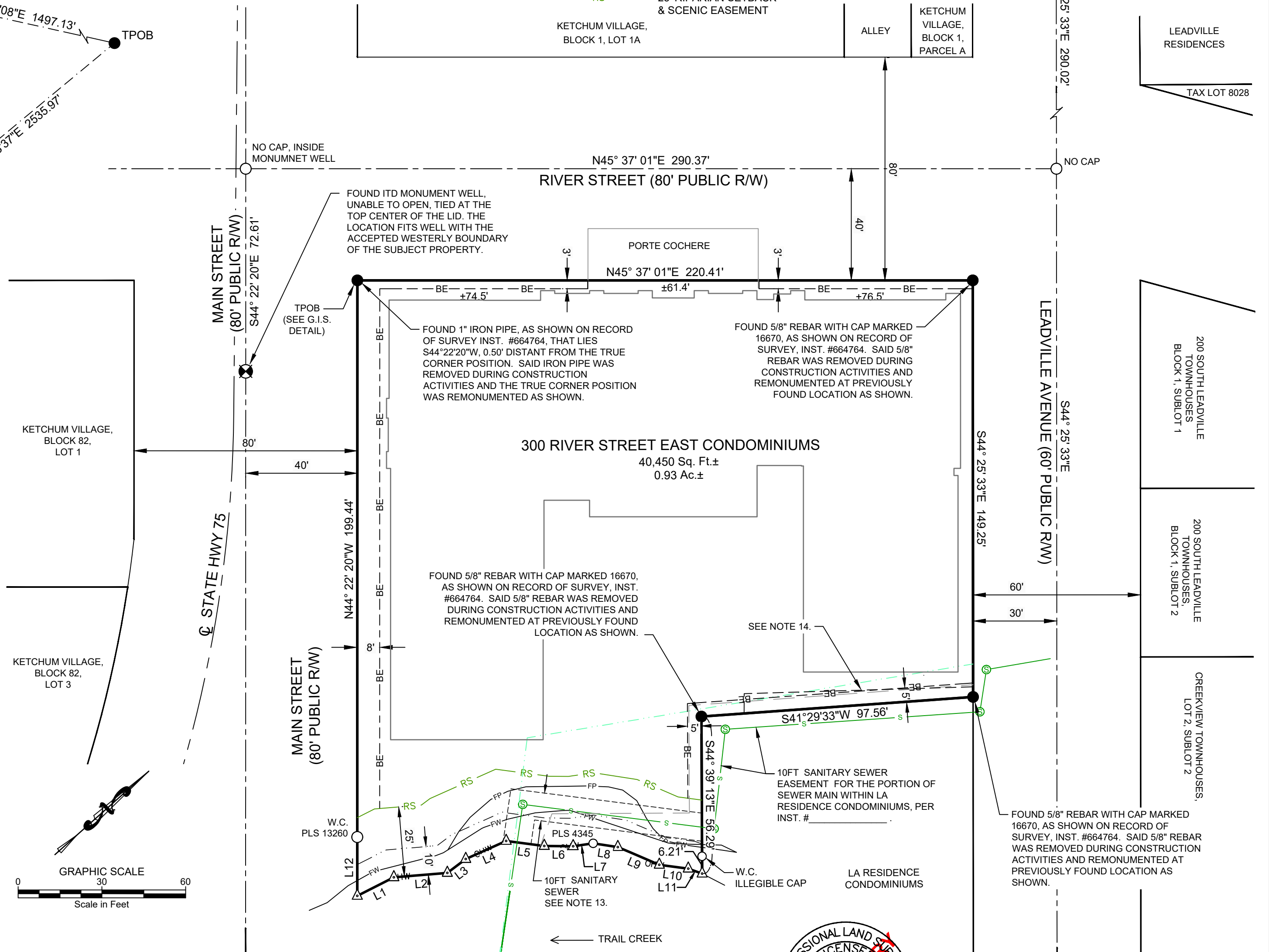
| Line Table | | | Line Table | | |
|------------|---------------|--------|------------|---------------|--------|
| Line # | Direction | Length | Line # | Direction | Length |
| L1 | N 18°45'02" E | 14.68' | L7 | N 37°16'10" E | 7.23' |
| L2 | N 40°53'45" E | 19.20' | L8 | N 54°23'16" E | 8.95' |
| L3 | N 08°40'23" E | 8.27' | L9 | N 68°58'37" E | 11.06' |
| L4 | N 21°31'00" E | 15.85' | L10 | N 53°10'40" E | 10.47' |
| L5 | N 53°08'31" E | 13.77' | L11 | N 65°15'48" E | 5.29' |
| L6 | N 46°05'32" E | 10.36' | L12 | N 44°22'20" W | 21.07' |



G.I.S. DETAIL

SURVEY NARRATIVE & NOTES

- THE PURPOSE OF THIS PLAT IS TO SHOW THE MONUMENTS FOUND AND SET DURING THE BOUNDARY RETRACEMENT OF LOT 2, BLOCK 83, KETCHUM TOWNSITE AND TO CONDOMINIUMIZE SAID PROPERTY AS SHOWN HEREON. THE BOUNDARY INFORMATION SHOWN IS BASED ON FOUND CENTERLINE AND LOT CORNER MONUMENTS. ALL FOUND MONUMENTS HAVE BEEN ACCEPTED. THE ORDINARY HIGH WATER OF TRAIL CREEK HAS BEEN ACCEPTED AS THE SOUTHERLY BOUNDARY IN AGREEMENT WITH RECORD OF SURVEY, INSTRUMENT NO. 664764.
- DOCUMENTS USED IN THE COURSE OF THIS SURVEY INCLUDE:
 - THE OFFICIAL MAP OF THE VILLAGE OF KETCHUM, INSTRUMENT NO. 302967.
 - THE REPLAT OF KETCHUM TOWNSITE, BLOCK 83, INSTRUMENT NO. 210798.
 - A RECORD OF SURVEY SHOWING LOT 2, BLOCK 83, KETCHUM TOWNSITE, INSTRUMENT NO. 664764.
 - RECORD OF SURVEY FOR IDAHO TRANSPORTATION DEPARTMENT, INSTRUMENT NO. 693006.
 ALL RECORDS OF BLAINE COUNTY IDAHO
- THE DISTANCES SHOWN ARE MEASURED. REFER TO THE ABOVE REFERENCED SURVEY FOR PREVIOUS RECORD DATA.
- VERTICAL DATUM IS NAVD 1988.
- UNLESS SHOWN HEREON, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO SUBJECT REAL PROPERTY: NATURAL HAZARDS, WETLANDS, EASEMENTS, BUILDING SETBACKS, RESTRICTIVE COVENANTS, SUBDIVISION RESTRICTIONS, ZONING OR ANY OTHER LAND-USE REGULATIONS.
- A TITLE COMMITMENT HAS BEEN ISSUED BY STEWART TITLE GUARANTY COMPANY, FILE NO. 2325094, WITH A DATE OF GUARANTEE OF OCTOBER 22, 2025. CERTAIN INFORMATION CONTAINED IN SAID TITLE POLICY MAY NOT APPEAR ON THIS MAP OR MAY AFFECT ITEMS SHOWN HEREON. IT IS THE RESPONSIBILITY OF THE OWNER OR AGENT TO REVIEW SAID TITLE POLICY. ALL PLOTTABLE ENCUMBRANCES AND EASEMENTS LISTED IN THE TITLE REPORT ARE SHOWN HEREON. REVIEW OF SPECIFIC DOCUMENTS IS REQUIRED, IF FURTHER INFORMATION IS DESIRED.
- PROPERTY SHOWN HEREON IS SUBJECT TO TERMS, PROVISIONS, COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, CHARGES, ASSESSMENTS AND LIENS PROVIDED BY APPLICABLE CONDOMINIUM LAW OR THE CONDOMINIUM DECLARATION RECORDED AS INSTRUMENT NO. _____, RECORDS OF BLAINE COUNTY, IDAHO. CONSULT THE CONDOMINIUM DECLARATIONS FOR THE DEFINITION OF COMMON AND LIMITED COMMON AREA.
- THIS PLAT IS SUBJECT TO AN AMENDED RIGHT-OF-WAY ENCROACHMENT AGREEMENT, RECORDED AS INSTRUMENT NO. _____, RECORDS OF BLAINE COUNTY, IDAHO.
- THIS PLAT IS SUBJECT TO THE AMENDED AND RESTATED DEVELOPMENT AGREEMENT RECORDED AS INSTRUMENT NO. 630816 AND CORRECTED AS INSTRUMENT NO. 635897 AND TO THE AMENDMENTS THERETO, RECORDED AS INSTRUMENT NOS. 652281 AND 699618, RECORDS OF BLAINE COUNTY, IDAHO.
- ONLY THE FIRST FLOOR BUILDING FOOTPRINT IS SHOWN ON THIS PAGE FOR CLARITY, OTHER FLOORS AND CONDOMINIUM UNITS ARE SHOWN ON SUBSEQUENT PAGES.
- REFER TO PAGES 2-9 FOR CONDOMINIUM UNIT DIMENSIONS, UNIT TIES AND ADDITIONAL NOTES.
- THE CURRENT ZONING IS CITY OF KETCHUM TOURIST (T) DISTRICT.
- THE 15FT SANITARY SEWER EASEMENT THAT LIES WITHIN LOT 2 OF THE REPLAT OF BLOCK 83, AS SHOWN ON INSTRUMENT NO. 210798 IS HEREBY VACATED. A NEW 10FT WIDE SANITARY SEWER EASEMENT, CENTERED ON THE EXISTING SEWER LINE, IS GRANTED AS SHOWN HEREON.
- AN ACCESS EASEMENT TO BENEFIT LA RESIDENCE CONDOMINIUMS WAS RECORDED AS INSTRUMENT NO. _____, RECORDS OF BLAINE COUNTY, IDAHO.
- A BLANKET EASEMENT FOR UTILITY ACCESS AND MAINTENANCE IS GRANTED WITHIN COMMON AREAS OUTSIDE OF BUILDING FOOTPRINT, ACCESSIBLE FROM THE ADJACENT PUBLIC RIGHT-OF-WAYS; MAIN STREET, RIVER STREET AND LEADVILLE AVENUE.



HEALTH CERTIFICATE

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE TITLE 50, CHAPTER 12, HAVE BEEN SATISFIED. SANITARY RESTRICTIONS MAY BE IMPOSED, IN ACCORDANCE WITH IDAHO CODE TITLE 50, CHAPTER 13, SECTION 50-1326, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

DATED: _____

SOUTH CENTRAL PUBLIC HEALTH DISTRICT, REHS

LEGEND

- ⊗ FOUND ITD MONUMENT WELL
- ⊙ FOUND ALUMINUM CAP, AS NOTED
- FOUND 5/8" REBAR, AS NOTED
- FOUND 1/2" REBAR, AS NOTED
- 5/8" REBAR TO BE SET, PLS 20893
- △ CALCULATED POINT, NOTHING FOUND OR SET
- ⊙ EXISTING SEWER MANHOLE
- PROPERTY LINE
- ADJOINER'S LOT LINE
- CENTERLINE
- OHW — ORDINARY HIGH WATER
- FW — FLOOD WAY, PER FIRM MAP (2010)
- FP — FLOOD PLAIN - 100 YEAR, PER FIRM MAP (2010)
- S — EXISTING SEWER MAIN
- RS — 25' RIPARIAN SETBACK & SCENIC EASEMENT
- BE --- PROPOSED BUILDING ENVELOPE
- 10FT FISHERMANS EASEMENT AND FISH AND NATURE STUDY EASEMENT PER CITY OF KETCHUM CODE 16.04.040J AND ORIGINAL REPLAT OF KETCHUM BLOCK 83.
- CENTERLINE OF 15FT SEWER EASEMENT PER INST. NO. 130090 (TO BE VACATED BY SEPARATE INSTRUMENT.
- CENTERLINE OF 15FT SEWER EASEMENT PER REPLAT OF BLOCK 83, INST. NO. 210798 (TO BE VACATED PER NOTE 13.)
- BUILDING FOOTPRINT - MAIN LEVEL

OWNER OF RECORD

HARRIMAN KETCHUM HOTEL, LLC
P.O. BOX 84, SUN VALLEY, IDAHO 83353
ATTN: JACK E. BARITEAU, JR., ITS MANAGING MEMBER

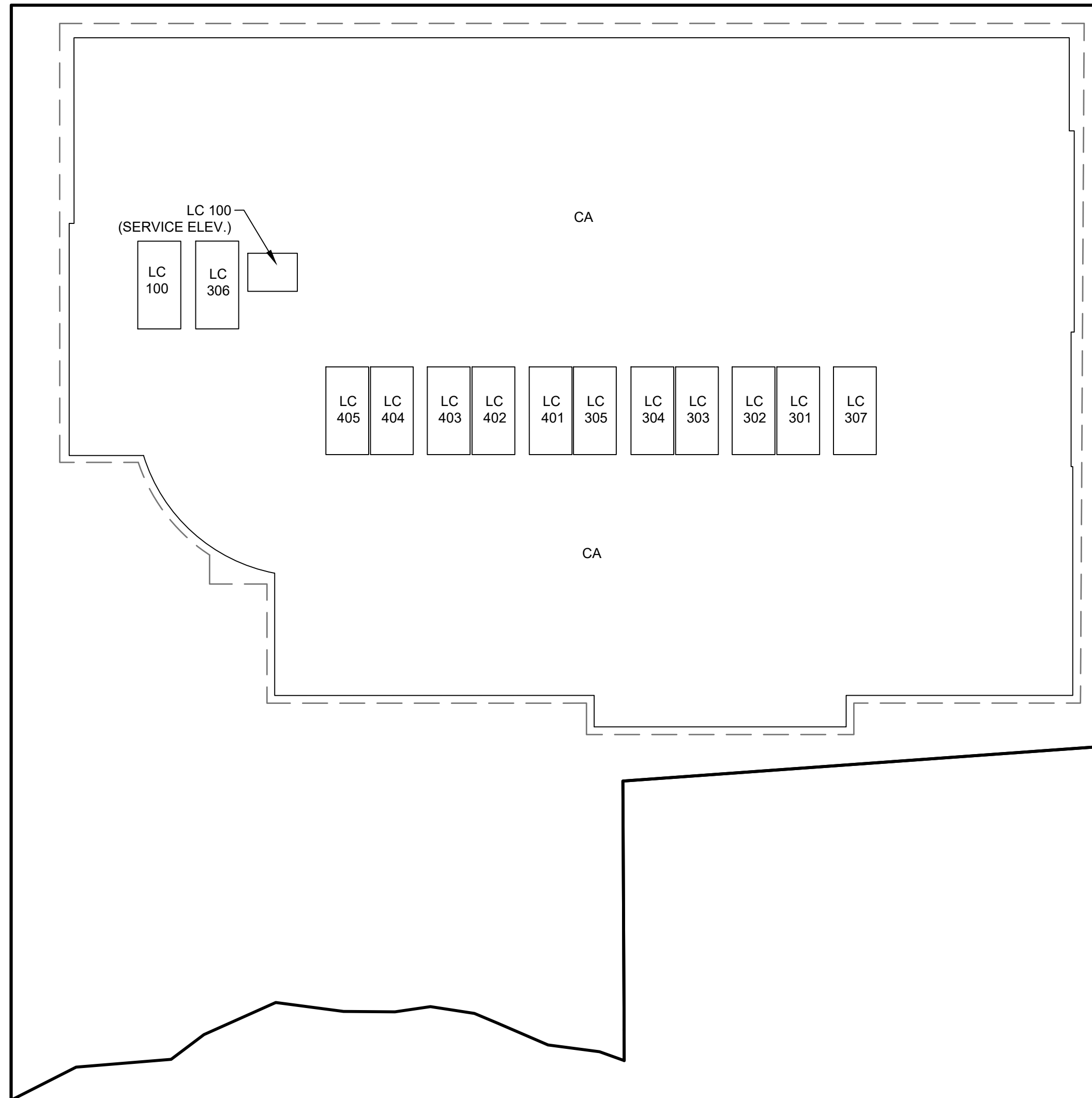
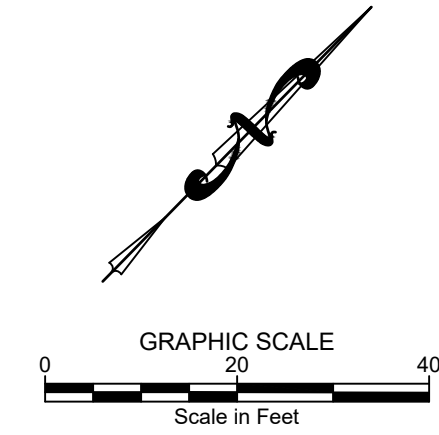


300 RIVER STREET EAST CONDOMINIUMS
GALENA-BENCHMARK ENGINEERING
KETCHUM, IDAHO

SHEET 1 OF 11
Job No. 6560.05

300 RIVER STREET EAST CONDOMINIUMS

BASEMENT PARKING LEVELS P3 AND P2 UNIT LAYOUT



LEGEND

- PROPERTY LINE (SEE SHEET 1)
- UNIT OUTLINE
- CHANGE IN FLOOR ELEVATION
- BUILDING OUTLINE
- SURVEY TIE LINE
- CA COMMON AREA
- LC LIMITED COMMON AREA
- FF FINISHED FLOOR ELEVATION
- CH CEILING HEIGHT ABOVE FF

FLOORPLAN NOTES

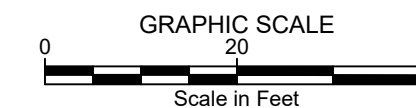
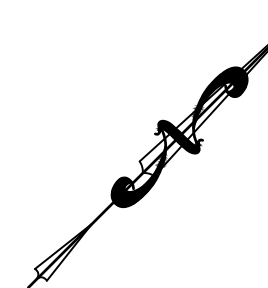
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2. HORIZONTAL OR SLOPING PLANES SHOWN HEREON ARE TOP OF FINISHED SUBFLOOR AND BOTTOM OF FINISHED CEILING; VERTICAL PLANES ARE FINISHED SURFACES OF INTERIOR WALLS. SOME STRUCTURAL MEMBERS EXTEND INTO UNITS, LIMITED COMMON AREAS AND PARKING SPACES.
3. TYPICAL BEARING OF UNIT WALLS ARE N45°36'41"E AND S44°23'19"E. ALL UNIT WALL ARE PARALLEL AND PERPENDICULAR UNLESS OTHERWISE NOTED.
4. DIMENSIONS SHOWN HEREON WILL BE SUBJECT TO SLIGHT VARIATIONS, OWING TO NORMAL CONSTRUCTION TOLERANCES.
5. CONSULT THE CONDOMINIUM DECLARATIONS FOR THE DEFINITION OF COMMON AND LIMITED COMMON AREA.
6. ALL AREA OUTSIDE OF UNITS THAT IS NOT DESIGNATED AS LIMITED COMMON IS COMMON AREA. AREAS OF "COMMON" OR "LIMITED COMMON" ARE SHOWN BY DIAGRAM.
7. BUILDING TIES ARE TO THE INTERIOR CORNERS OF UNIT WALLS.
8. UTILITY EASEMENTS NECESSARY TO ALLOW FOR ACCESS AND MAINTENANCE OF UTILITIES SERVING UNITS OTHER THAN THE UNIT THEY ARE LOCATED IN ARE HEREBY GRANTED BY THIS PLAT.



300 RIVER STREET EAST CONDOMINIUMS
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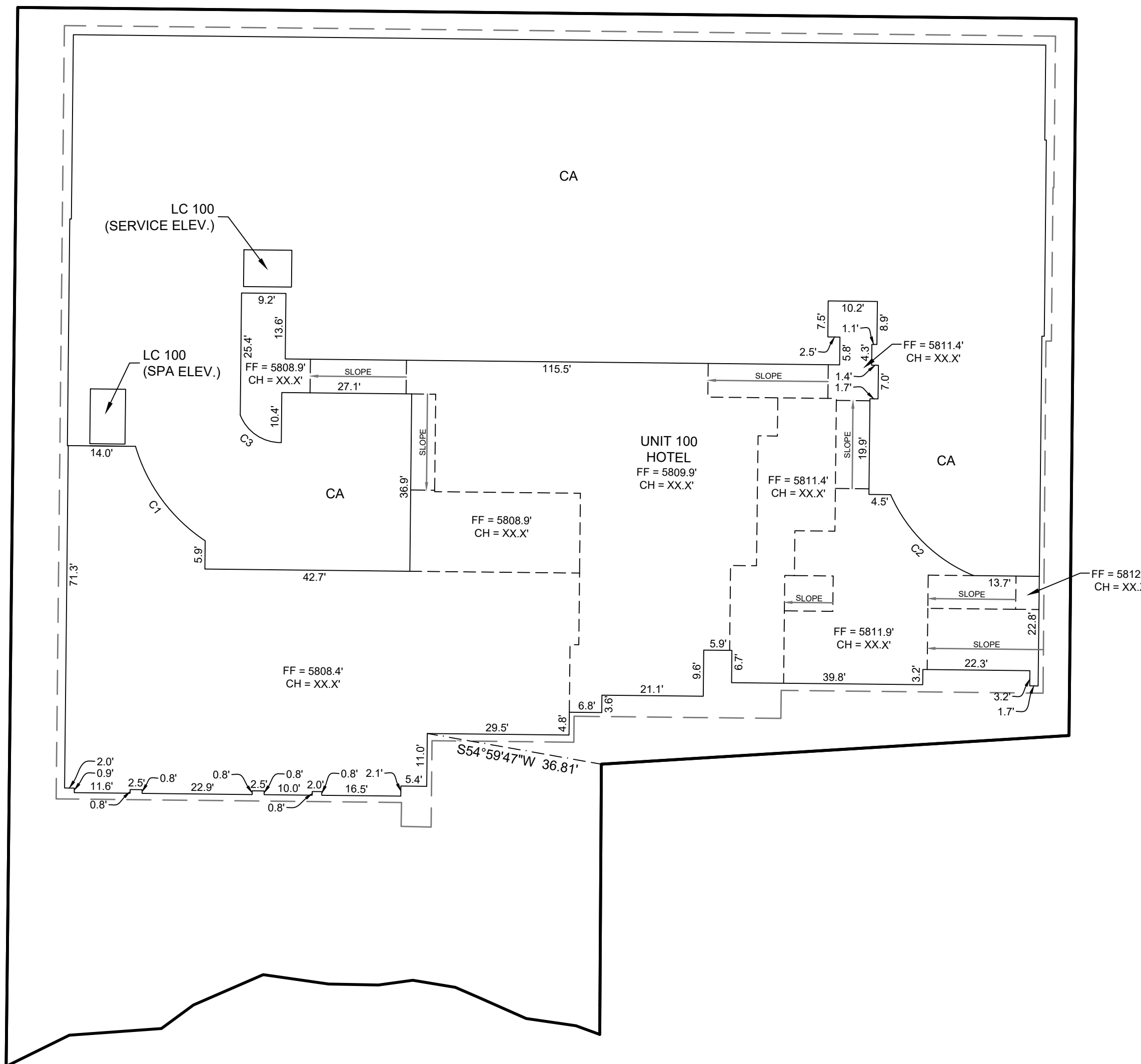
300 RIVER STREET EAST CONDOMINIUMS

BASEMENT PARKING LEVEL P1 UNIT LAYOUT



LEGEND

| | |
|----|-----------------------------|
| | PROPERTY LINE (SEE SHEET 1) |
| | UNIT OUTLINE |
| | CHANGE IN FLOOR ELEVATION |
| | BUILDING OUTLINE |
| | SURVEY TIE LINE |
| CA | COMMON AREA |
| LC | LIMITED COMMON AREA |
| FF | FINISHED FLOOR ELEVATION |
| CH | CEILING HEIGHT ABOVE FF |



FLOORPLAN NOTES

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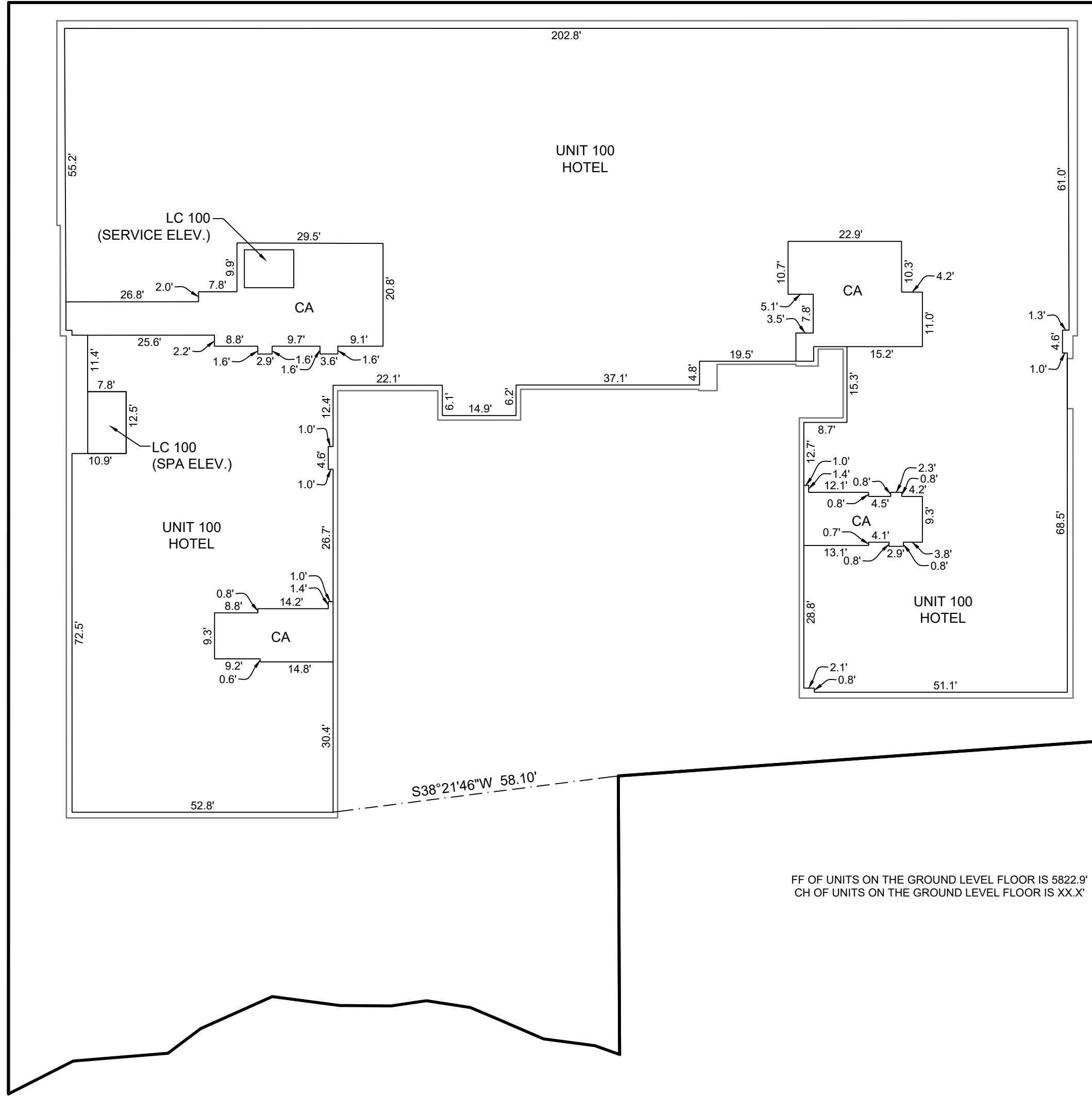
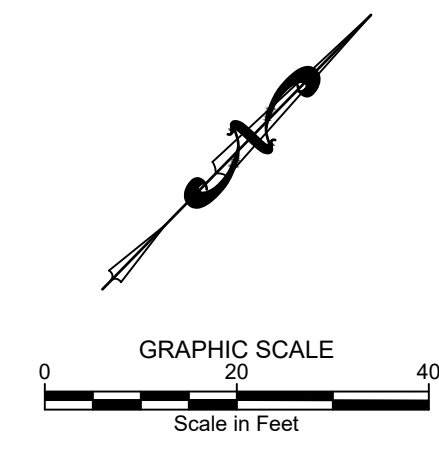


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GALENA-BENCHMARK ENGINEERING
KETCHUM, IDAHO

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300 RIVER STREET EAST CONDOMINIUMS

GROUND LEVEL UNIT LAYOUT



FF OF UNITS ON THE GROUND LEVEL FLOOR IS 5822.9'
 CH OF UNITS ON THE GROUND LEVEL FLOOR IS XX.X'

LEGEND

- PROPERTY LINE (SEE SHEET 1)
- UNIT OUTLINE
- CHANGE IN FLOOR ELEVATION
- BUILDING OUTLINE
- SURVEY TIE LINE
- CA COMMON AREA
- LC LIMITED COMMON AREA
- FF FINISHED FLOOR ELEVATION
- CH CEILING HEIGHT ABOVE FF

FLOORPLAN NOTES

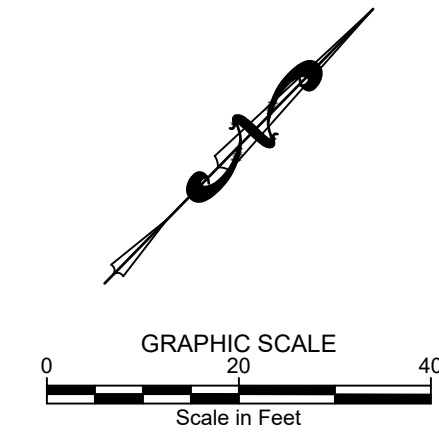
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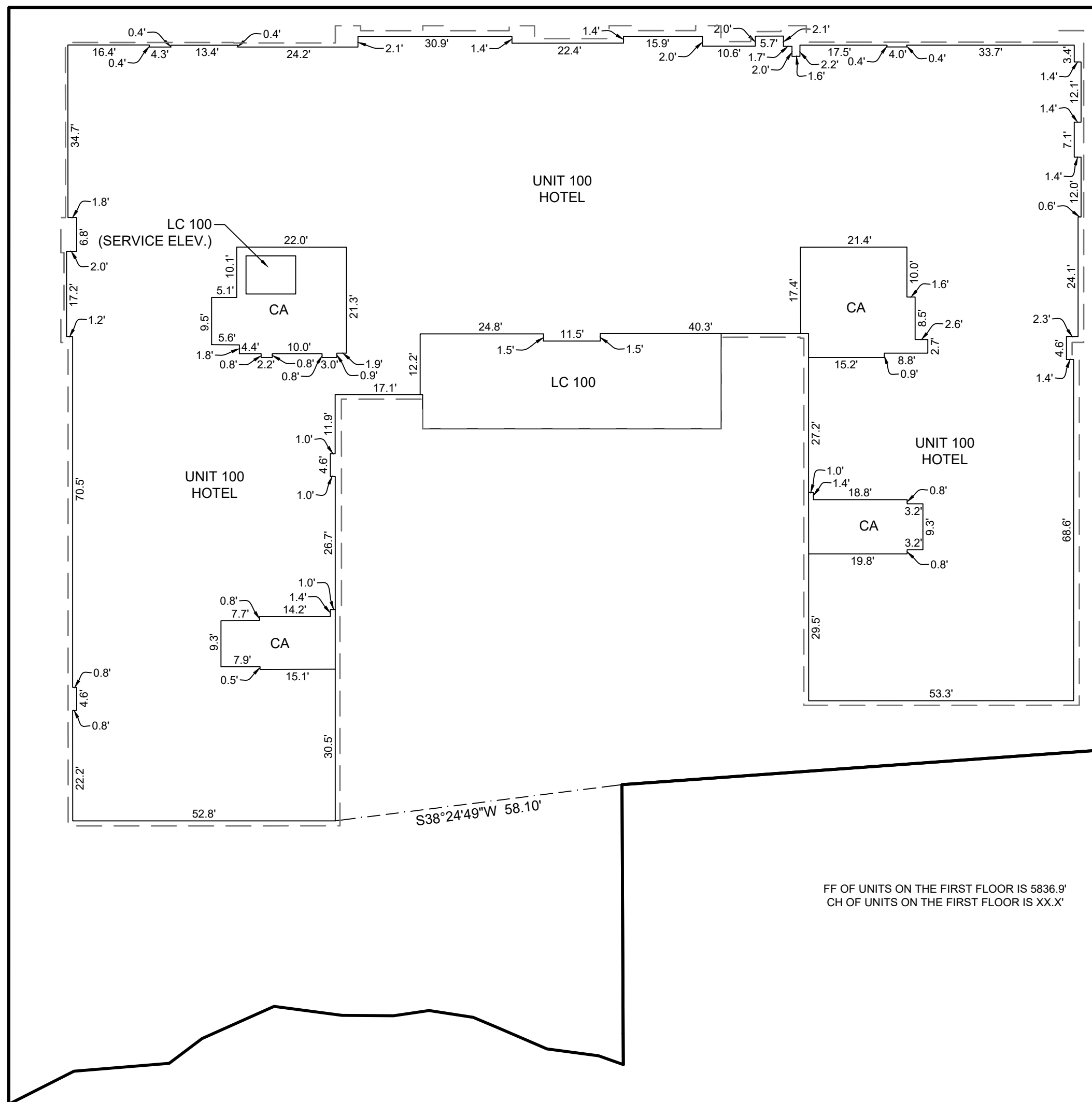
300 RIVER STREET EAST CONDOMINIUMS

FIRST FLOOR UNIT LAYOUT



LEGEND

- PROPERTY LINE (SEE SHEET 1)
- UNIT OUTLINE
- CHANGE IN FLOOR ELEVATION
- BUILDING OUTLINE
- SURVEY TIE LINE
- CA COMMON AREA
- LC LIMITED COMMON AREA
- FF FINISHED FLOOR ELEVATION
- CH CEILING HEIGHT ABOVE FF



FF OF UNITS ON THE FIRST FLOOR IS 5836.9'
CH OF UNITS ON THE FIRST FLOOR IS XX.X'

FLOORPLAN NOTES

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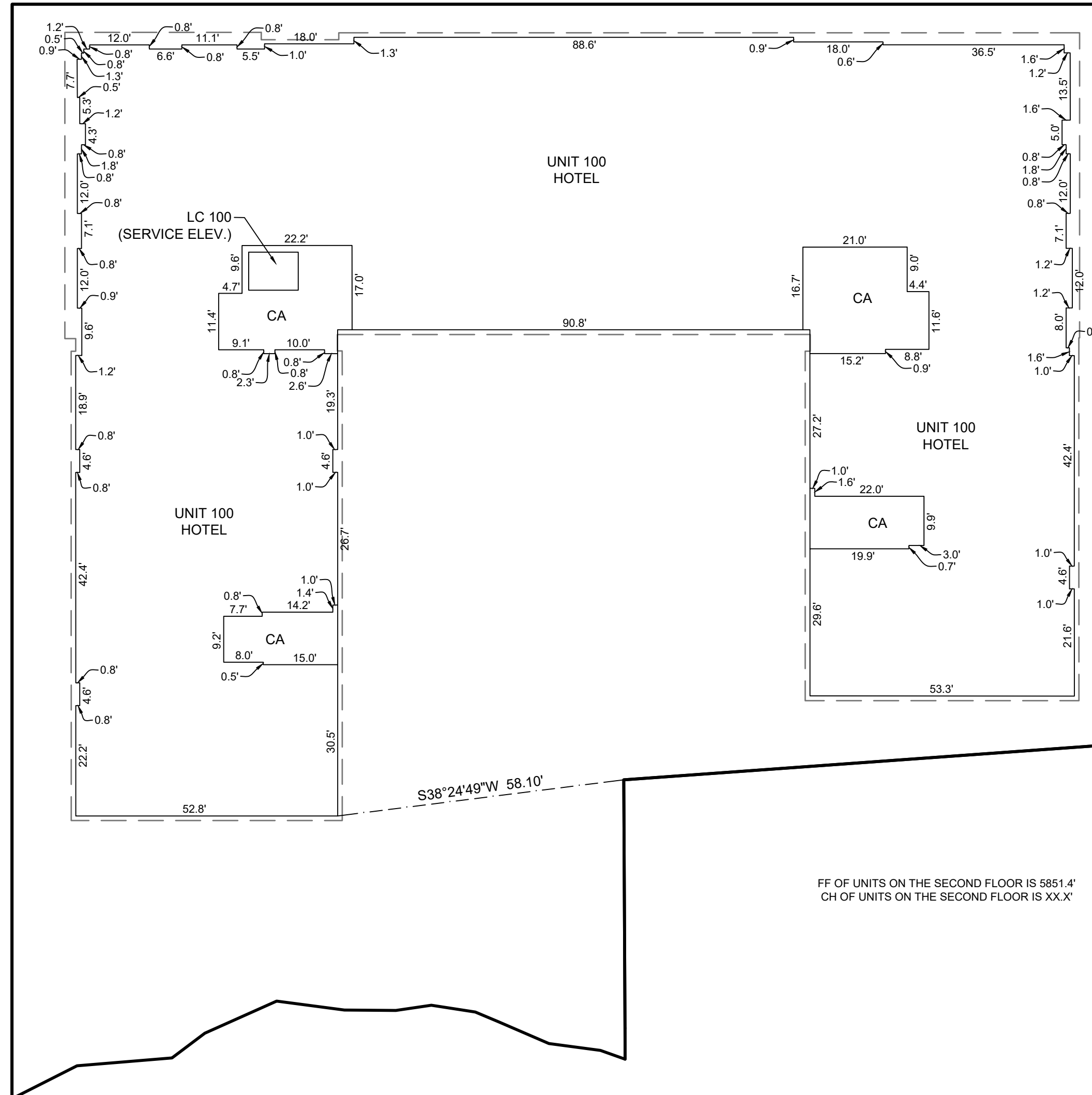
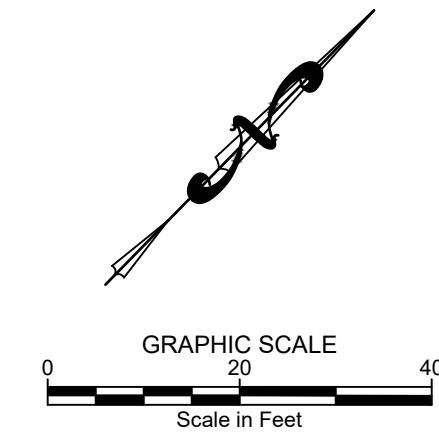


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KETCHUM, IDAHO

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300 RIVER STREET EAST CONDOMINIUMS

SECOND FLOOR UNIT LAYOUT



LEGEND

- PROPERTY LINE (SEE SHEET 1)
- UNIT OUTLINE
- CHANGE IN FLOOR ELEVATION
- BUILDING OUTLINE
- SURVEY TIE LINE
- CA COMMON AREA
- LC LIMITED COMMON AREA
- FF FINISHED FLOOR ELEVATION
- CH CEILING HEIGHT ABOVE FF

FLOORPLAN NOTES

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FF OF UNITS ON THE SECOND FLOOR IS 5851.4'
CH OF UNITS ON THE SECOND FLOOR IS XX.X'

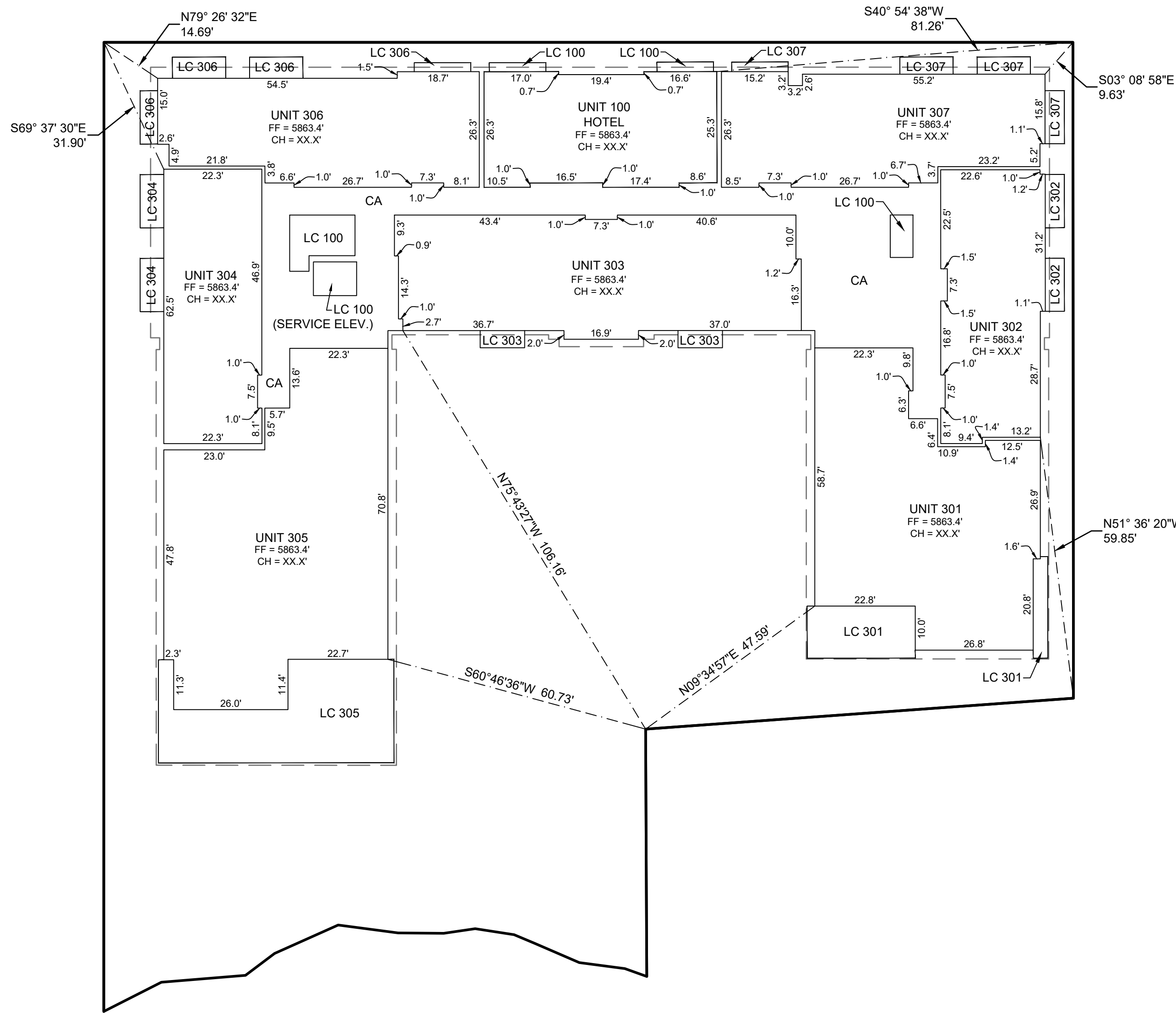
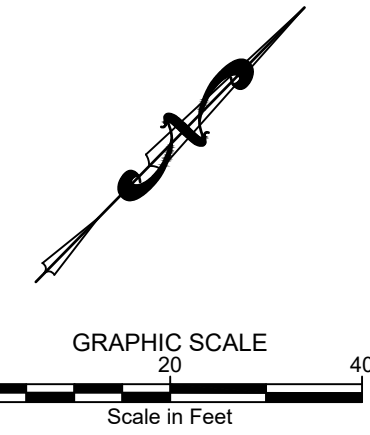


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GALENA-BENCHMARK ENGINEERING
KETCHUM, IDAHO

SHEET 6 OF 11
Job No. 6560.05

300 RIVER STREET EAST CONDOMINIUMS

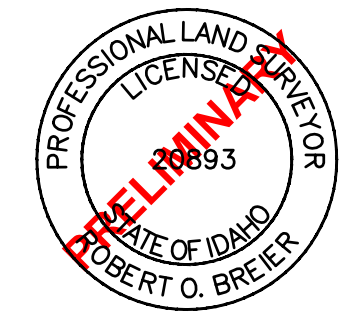
THIRD FLOOR UNIT LAYOUT



LEGEND

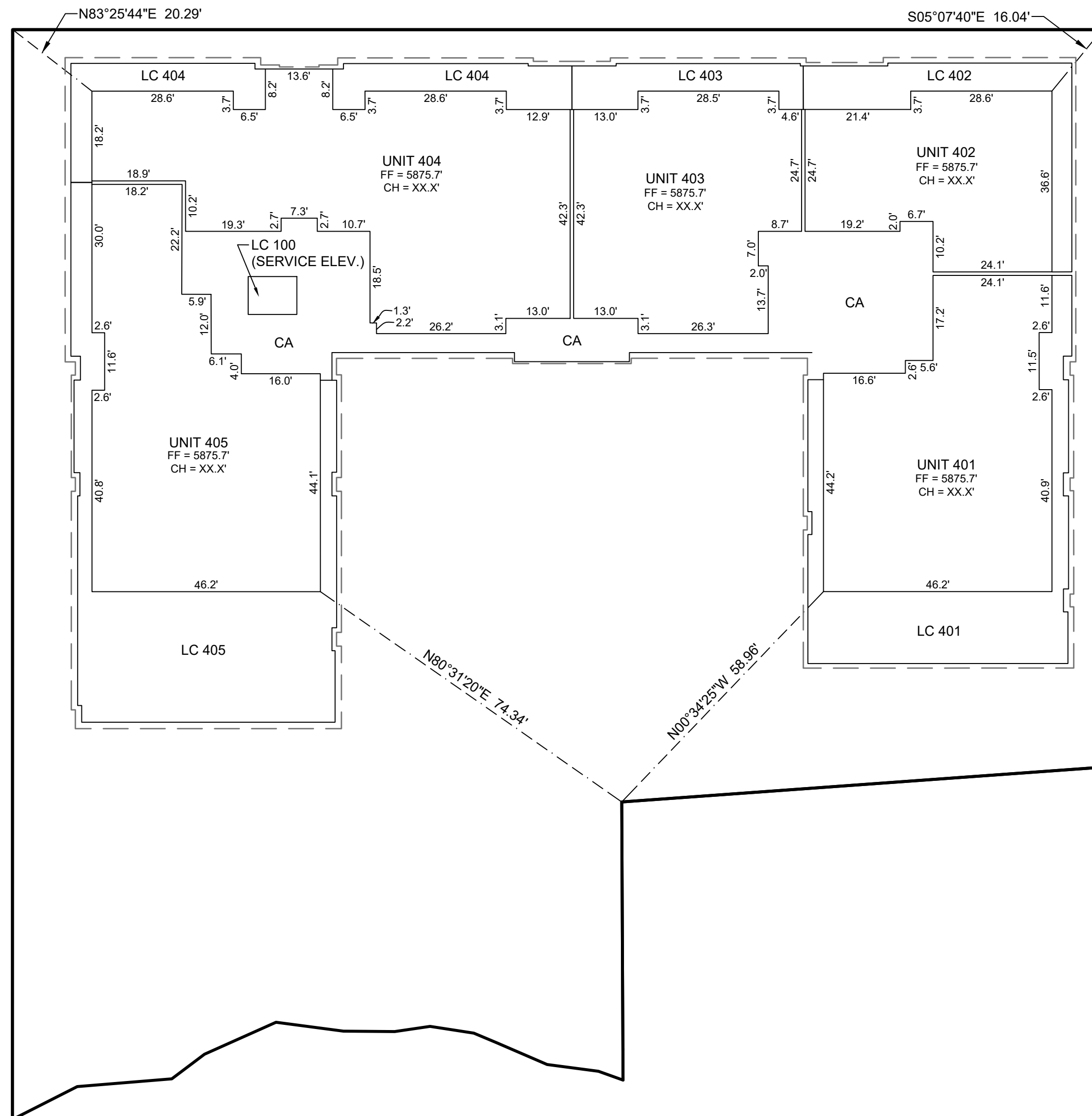
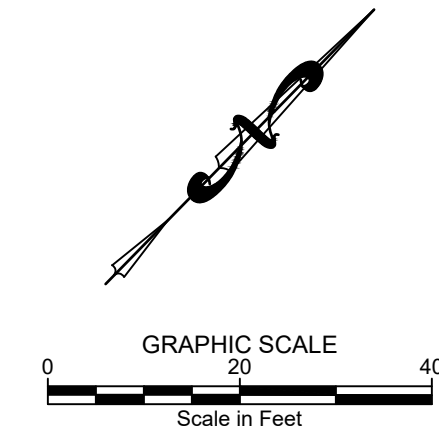
| | |
|----|-----------------------------|
| | PROPERTY LINE (SEE SHEET 1) |
| | UNIT OUTLINE |
| | CHANGE IN FLOOR ELEVATION |
| | BUILDING OUTLINE |
| | SURVEY TIE LINE |
| CA | COMMON AREA |
| LC | LIMITED COMMON AREA |
| FF | FINISHED FLOOR ELEVATION |
| CH | CEILING HEIGHT ABOVE FF |

- FLOORPLAN NOTES**
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300 RIVER STREET EAST CONDOMINIUMS

FOURTH FLOOR UNIT LAYOUT



LEGEND

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- UNIT OUTLINE
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- BUILDING OUTLINE
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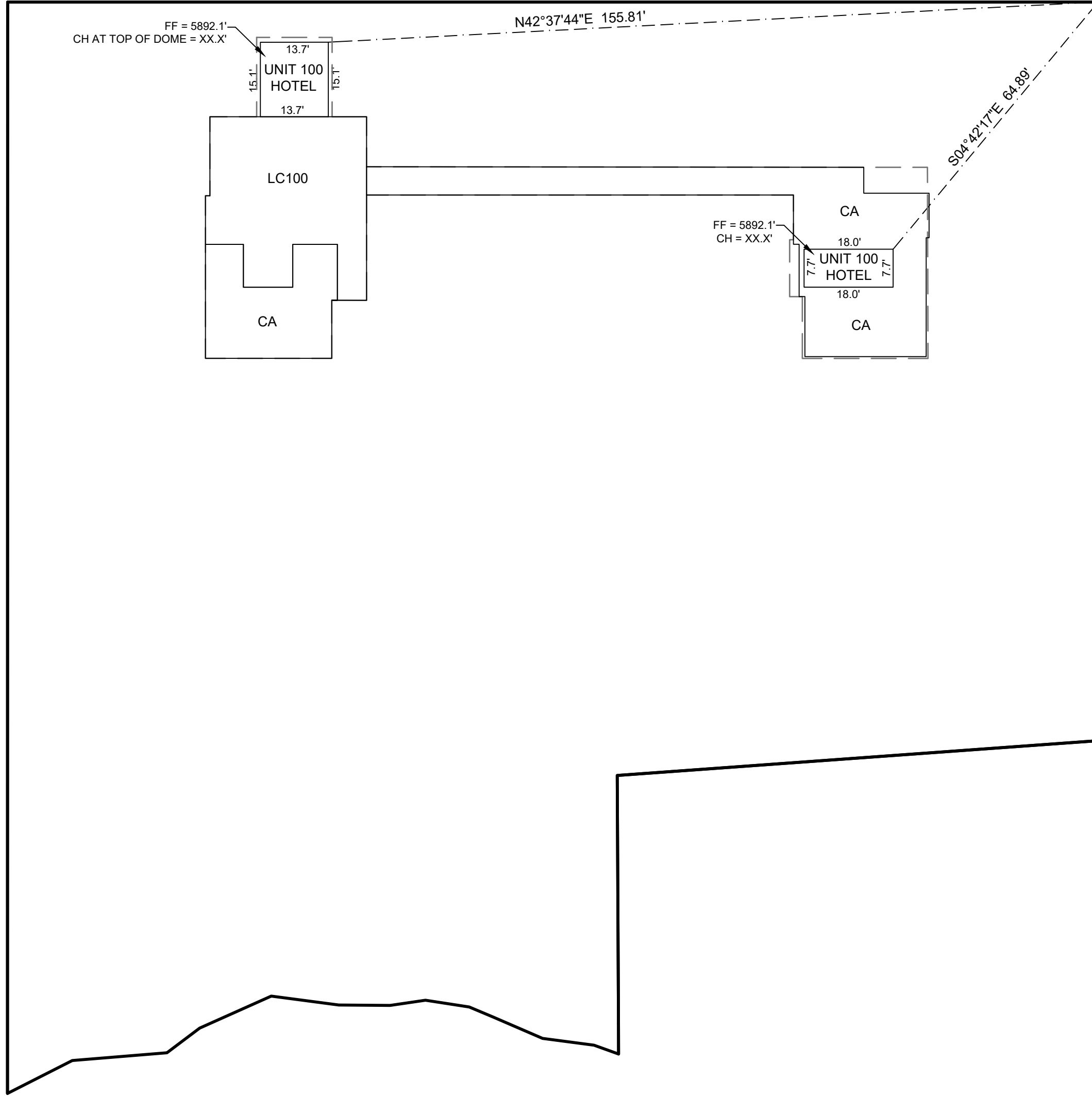
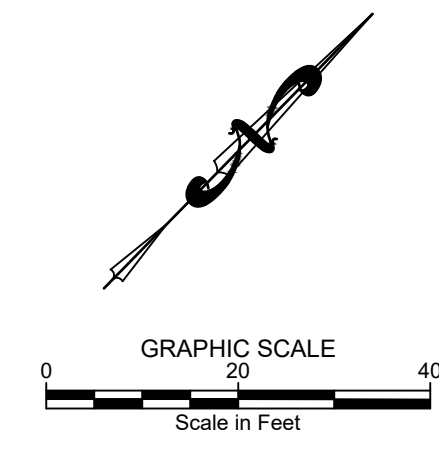


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FIFTH FLOOR UNIT LAYOUT



LEGEND

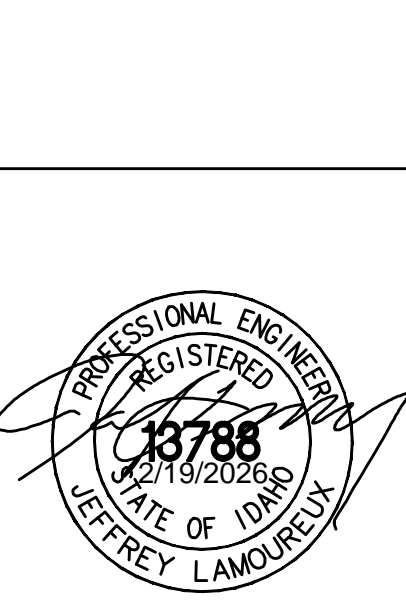
- PROPERTY LINE (SEE SHEET 1)
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KETCHUM, IDAHO



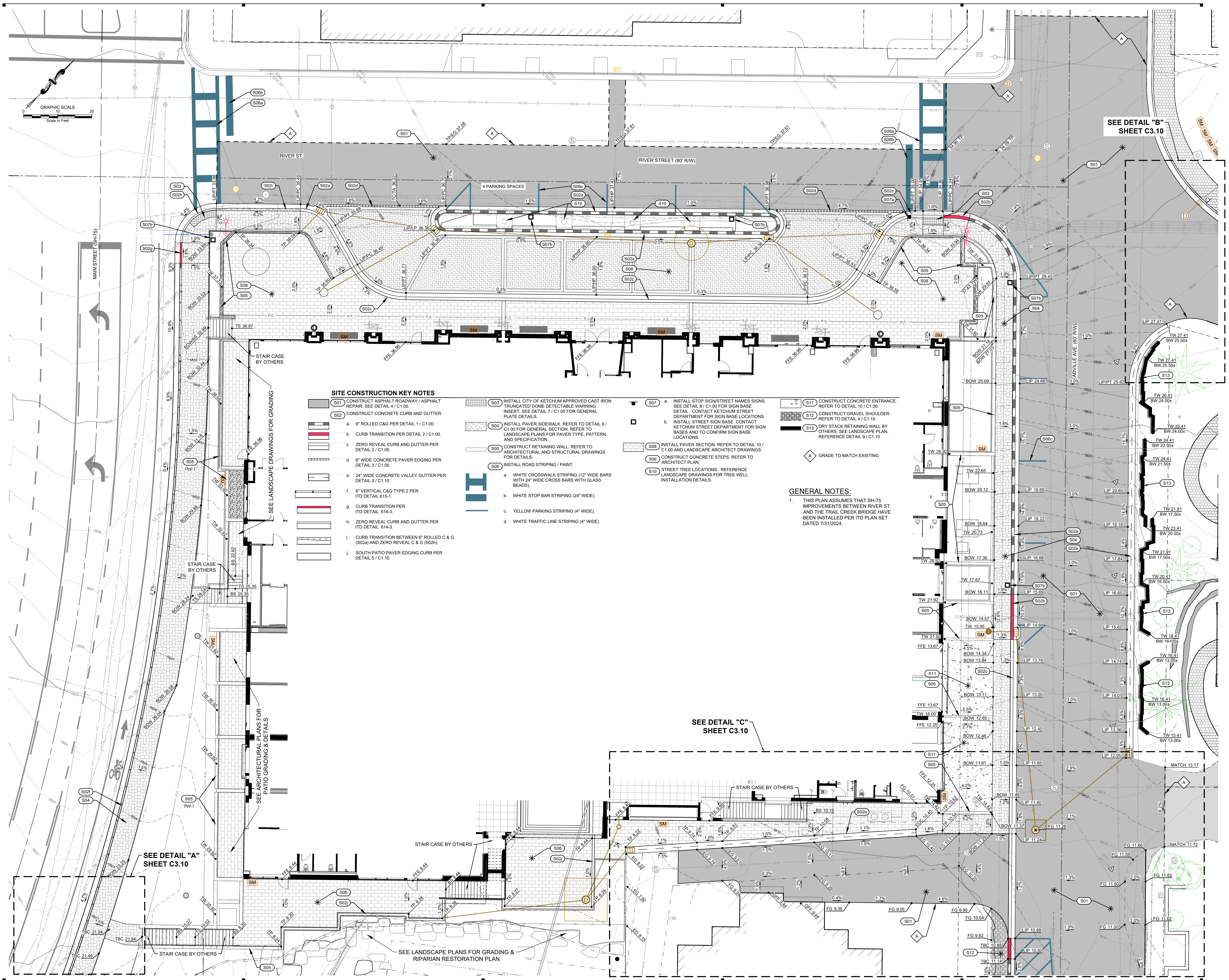
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|-----|------------------------|----------|
| 6 | KETCHUM REVIEW #4 | 02/19/25 |
| 5 | KETCHUM REVIEW #3 | 11/21/25 |
| 4 | KETCHUM REVIEW #2 | 10/24/25 |
| 3 | PARTIAL IFC | 08/29/25 |
| 2 | IFP - UTILITY UPDATES | 06/11/25 |
| 1 | KETCHUM REVIEW #1 | 05/29/25 |
| 0 | ISSUE FOR PERMIT (IFP) | 02/28/25 |

Project Number
6560.04

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Facsimile: 415.695.1912
www.hornbergerworstell.com

SITE GRADING PLAN



- SITE CONSTRUCTION KEY NOTES**
- S01 CONSTRUCT ASPHALT ROADWAY / ASPHALT REPAIR. SEE DETAIL 4 / C1.00
 - S02 CONSTRUCT CONCRETE CURB AND GUTTER
 - a. 6" ROLLED C&G PER DETAIL 1 / C1.00.
 - b. CURB TRANSITION PER DETAIL 2 / C1.00.
 - c. ZERO REVEAL CURB AND GUTTER PER DETAIL 2 / C1.00.
 - d. 6" WIDE CONCRETE PAVEMENT EDGING PER DETAIL 3 / C1.00.
 - e. 24" WIDE CONCRETE VALLEY GUTTER PER DETAIL 2 / C1.10.
 - f. 6" VERTICAL C&G TYPE 2 PER ITD DETAIL 615-1.
 - g. CURB TRANSITION PER ITD DETAIL 614-3.
 - h. ZERO REVEAL CURB AND GUTTER PER ITD DETAIL 614-3.
 - i. CURB TRANSITION BETWEEN 6" ROLLED C & G (S02a) AND ZERO REVEAL C & G (S02h).
 - j. SOUTH PATIO PAVEMENT EDGING CURB PER DETAIL 5 / C1.10.
 - S03 INSTALL CITY OF KETCHUM APPROVED CAST IRON TRUNCATED DOME DETECTABLE WARNING INSERT. SEE DETAIL 7 / C1.00 FOR GENERAL PLATE DETAILS.
 - S04 INSTALL PAVEMENT SIDEWALK. REFER TO DETAIL 9 / C1.00 FOR GENERAL SECTION. REFER TO LANDSCAPE PLANS FOR PAVEMENT TYPE, PATTERN, AND SPECIFICATION.
 - S05 CONSTRUCT RETAINING WALL. REFER TO ARCHITECTURAL AND STRUCTURAL DRAWINGS FOR DETAILS.
 - S06 INSTALL ROAD STRIPING / PAINT
 - a. WHITE CROSSWALK STRIPING (12" WIDE BARS WITH 24" WIDE CROSS BARS WITH GLASS BEADS).
 - b. WHITE STOP BAR STRIPING (24" WIDE).
 - c. YELLOW PARKING STRIPING (4" WIDE).
 - d. WHITE TRAFFIC LINE STRIPING (4" WIDE).
 - S07 a. INSTALL STOP SIGN/STREET NAMES SIGNS. SEE DETAIL 9 / C1.00 FOR SIGN BASE DETAIL. CONTACT KETCHUM STREET DEPARTMENT FOR SIGN BASE LOCATIONS.
b. INSTALL STREET SIGN BASE. CONTACT KETCHUM STREET DEPARTMENT FOR SIGN BASE AND TO CONFIRM SIGN BASE LOCATIONS.
 - S08 INSTALL PAVEMENT SECTION. REFER TO DETAIL 10 / C1.00 AND LANDSCAPE ARCHITECT DRAWINGS FOR DETAILS.
 - S09 CONSTRUCT CONCRETE STEPS. REFER TO ARCHITECT PLAN.
 - S10 STREET TREE LOCATIONS. REFERENCE LANDSCAPE DRAWINGS FOR TREE WELL INSTALLATION DETAILS.
 - S11 CONSTRUCT CONCRETE ENTRANCE. REFER TO DETAIL 10 / C1.00
 - S12 CONSTRUCT GRAVEL SHOULDER. REFER TO DETAIL 4 / C1.10.
 - S13 DRY STACK RETAINING WALL BY OTHERS. SEE LANDSCAPE PLAN. REFERENCE DETAIL 9 / C1.10.

GENERAL NOTES:

- THIS PLAN ASSUMES THAT SH-75 IMPROVEMENTS BETWEEN RIVER ST. AND THE TRAIL CREEK BRIDGE HAVE BEEN INSTALLED PER ITD PLAN SET DATED 7/31/2024.



City of Ketchum

ATTACHMENT 3: Draft Findings of Fact



City of Ketchum
Planning & Building

| | | |
|--|---|---|
| IN RE: |) | |
| |) | |
| 300 E River St Condominiums |) | KETCHUM CITY COUNCIL. |
| Condominium Subdivision – Preliminary Plat |) | FINDINGS OF FACT, CONCLUSIONS OF LAW, AND |
| Date: July 9, 2026 |) | DECISION |
| |) | |
| File Number: P25-057 |) | |

PROJECT: 300 E River St Condominiums

APPLICATION TYPE: Condominium Subdivision Preliminary Plat

FILE NUMBER: P25-057

REPRESENTATIVE: Dave Patrie, Galena-Benchmark Engineering

OWNER: Harriman Ketchum Hotel, LLC

LOCATION: 300 E River Street (Ketchum Replat, Block 83, Lot 2)

ZONING: Tourist (T) – Floodplain Overlay District

RECORD OF PROCEEDINGS

The preliminary plat application was received on November 6, 2025. The application was processed and deemed complete on November 6, 2025. 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 February 2, 2026. All comments have been addressed satisfactorily through the applicant’s revisions to the project plans or conditions of approval.

A public hearing notice for the project, for the Planning and Zoning Commission hearing, 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 Planning and Zoning Commission considered the 300 E River St Preliminary Plat application (File No. P25-057) during their regular meeting on June 4, 2026. After considering Staff’s analysis, the applicant’s presentation, and public comment, the Planning & Zoning Commission recommended approval of the application to the City Council.

A public hearing notice for the project, 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 the city’s website on June 24, 2026.

The City Council considered the 300 E River St Preliminary Plat application (File No. P25-057) during their regular meeting on July 6, 2026. After considering Staff’s analysis, the applicant’s presentation, the Planning and Zoning Commission’s recommendation, and public comment, the City Council approved the application unanimously.

BACKGROUND

The Commission reviewed and approved Design Review Application File No. P22-059 for the Observatory Hotel on February 14, 2023. The project was issued a building permit (Permit No. 24-KET-00083) on March 12, 2024. The project is nearing completion with an anticipated completion timeframe of late summer. Required right-of-way improvements have begun on River Street and Leadville Ave with a ROW Encroachment Agreement going to City Council for review in June 2026.

The 300 River Street East Condominiums is the location of the Observatory Hotel currently under construction at the southeast corner of River Street and Main Street.

The preliminary plat application proposes to subdivide the building into individual ownership units for the hotel rooms and hotel uses, 12 residential condominium units, and common areas.

FINDINGS OF FACT

The City Council, having reviewed the entire project record, provided notice, and conducted the required public hearing, does hereby make and set forth these Findings of Fact, Conclusions of Law, and Decision as follows:

FINDINGS REGARDING COMPLIANCE WITH CONDOMINIUM SUBDIVISION REQUIREMENTS

| Condominium Plat Requirements (Ketchum Municipal Code §16.04.070) | | | | |
|--|--------------------------|--------------------------|--------------------|--|
| Compliant | | | | |
| Yes | No | N/A | City Code | Standards |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.070.B | The subdivider of the condominium project shall submit with the preliminary plat application a copy of the proposed bylaws and condominium declarations of the proposed condominium development. Said documents shall adequately provide for the control and maintenance of all common areas, recreational facilities and open space. |
| | | | Findings | <i>The applicant provided a draft copy of the articles of incorporation, bylaws, and declarations with the application submittal. CC&Rs can be found in the attachments.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.070.D | All garages shall be designated on the preliminary and final plats and on all deeds as part of the particular condominium units. No garage may be condominiumized or sold separate from a condominium unit. |
| | | | Findings | <i>As shown on Sheet 2 of the preliminary plat, the garage spaces for the condominium units are delineated as Limited Common elements</i> |

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| | | | | <i>associated with specific units. A condition of approval states that a plat note shall be added to the final plat stating that "No parking space may be condominiumized or sold separate from a condominium unit."</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.070.E | Adequate storage areas shall be provided for boats, campers and trailers, as well as adequate interior storage space for personal property of the resident of each condominium unit. |
| | | | Findings | <i>Parking levels P1 and P2/P3 have designated storage space as shown on the floorplans for the Building Permit. These storage spaces area available for the condominium units and hotel uses. The hotel uses also have various back-of-house areas designated for the management and maintenance of the hotel. Each floor also has dedicated housekeeping rooms for supplies and other needed items. These areas are designated as common areas on the plat. Each condominium unit is sizable with interior storage in the unit for personal property of the owners of the residential units.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.070.F | A maintenance building or room shall be provided of adequate size and location for the type and size of the condominium project for storage of maintenance equipment and supplies for common areas. |
| | | | Findings | <i>As noted above, each level has various space dedicated to housekeeping and back-of-house operations for the hotel and the condominium units. These areas are designated as common areas with some spaces contained within the condominium Unit 100 Hotel.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.070.G | The subdivider shall dedicate to the common use of the homeowners adequate open space of such shape and area usable and convenient to the residents of the condominium subdivision. Location of building sites and common area shall maximize privacy and solar access. |
| | | | Findings | <i>The preliminary plat designates individual balconies for the residential units as Limited Common elements to each residential unit. The plat also designates open spaces for the pool deck and plaza areas outside the building as common areas accessible to all guests and owners within the building.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.070.H | All other provisions of this chapter and all applicable ordinances, rules and regulations of the city and all other governmental entities having jurisdiction shall be complied with by condominium subdivisions. |
| | | | Findings | <i>The project has been reviewed for compliance with all other section of the subdivision standards. The project conforms with all subdivision regulations as discussed above.</i> |

FINDINGS REGARDING COMPLIANCE WITH PRELIMINARY PLAT REQUIREMENTS

| Preliminary Plat Requirements (Ketchum Municipal Code §16.04.030) | | | | |
|--|--------------------------|--------------------------|----------------------|--|
| Compliant | | | City Code | City Standards |
| Yes | No | N/A | | |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.030.J.1 | The preliminary plat shall be drawn to a scale of not less than one inch equals one hundred feet (1" = 100') and shall show the following: The scale, north point and date. |
| | | | Findings | <i>This standard is met as shown on Sheet 1 of the preliminary plat.</i> |

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| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.030.J.2 | The name of the proposed subdivision, which shall not be the same or confused with the name of any other subdivision in Blaine County, Idaho. |
| | | | <i>Findings</i> | <i>As shown on Sheet 1 of the preliminary plat, the plat is titled "300 River Street East Condominiums" which is not the same as any other subdivision in Blaine County, Idaho.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.030.J.3 | The name and address of the owner of record, the subdivider, and the engineer, surveyor, or other person preparing the plat. |
| | | | <i>Findings</i> | <i>The name of the owner and surveyor is shown on Sheet 1 of the plat. The plat was prepared by Robert O. Breier of Galena-Benchmark Engineering.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.030.J.4 | Legal description of the area platted. |
| | | | <i>Findings</i> | <i>The legal description of the area platted is shown on page 1 of the preliminary plat.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.030.J.5 | The names and the intersecting boundary lines of adjoining subdivisions and parcels of property. |
| | | | <i>Findings</i> | <i>The preliminary plat shows adjacent properties along Hwy 75, River Street, and Leadville Ave along with the names of subdivisions or legal descriptions of property as applicable.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.030.J.6 | A contour map of the subdivision with contour lines and a maximum interval of five feet (5') to show the configuration of the land based upon the United States geodetic survey data, or other data approved by the city engineer. |
| | | | <i>Findings</i> | <i>A separate topography exhibit has been included with the preliminary plat which shows the finished grade of the property and surrounding rights-of-way post construction. The topography was prepared by a licensed civil engineer and subsequently reviewed and approved by the city engineer.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.030.J.7 | 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. |
| | | | <i>Findings</i> | <i>Sheet 1 of the preliminary plat shows the scaled location of the building on the subject property and all adjacent rights-of-way including Leadville Ave, River Street, and Main Street/Hwy 75 with all corresponding dimensions. The preliminary plat also shows the ordinary high water mark, the floodplain and floodway boundaries, the 25 ft riparian setback, and the fisherman's access easement adjacent to Trail Creek. A condition of approval is included that adds two plat notes to more explicitly state the purpose and restrictions of the riparian setback and easement and reliance on the plat for future changes to the ordinary high-water mark and floodplain boundaries. The plat indicates an existing sewer easement to be vacated and the location of the new sewer easement to be dedicated where the sewer line was actually constructed. Finally, there is an access easement on the south end of the property along Leadville Ave dedicated to the owners of La Residence Condominiums. The purpose of this easement is to provide access to the condominium units as the minimum driveway width required for adequate access to La Residence encroaches onto the hotel property.</i> |

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| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.030.J.8 | Boundary description and the area of the tract. |
| | | | <i>Findings</i> | <i>Sheet 1 provides the boundary description of the area and the total area of 40,450 SF or .93 acres.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.030.J.9 | Existing zoning of the tract. |
| | | | <i>Findings</i> | <i>Plat note #12 on Sheet 1 of the preliminary plat specifies the existing zoning of the subject property.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.030.J.10 | 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. |
| | | | <i>Findings</i> | <i>The preliminary plat shows the locations and lot lines for the existing lot, existing streets, easements as outlined in the standard above, and boundaries of condominium units. No new streets or blocks are being proposed or created with this application.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.030.J.11 | 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. |
| | | | <i>Findings</i> | <i>The plat shows all common and limited common areas within the condominium subdivision. Floor Plan Notes 5 and 6 further describe the bounds of common and limited common areas as more fully described in the CC&Rs.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.030.J.12 | 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. |
| | | | <i>Findings</i> | <i>The existing sewer main is shown on page 1 of the plat. No new sanitary and storm sewers, water mains, culverts, or other surface or subsurface structures are proposed. The topography diagram included in the attachments shows the public improvements being made to Main Street, River Street, and Leadville Ave as approved with the Design Review approval for the project.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.030.J.13 | The direction of drainage, flow and approximate grade of all streets. |
| | | | <i>Findings</i> | <i>The topography diagram attached shows the future drainage on all adjacent streets.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.030.J.14 | 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. |
| | | | <i>Findings</i> | <i>The topography diagram attached shows the future drainage on all adjacent streets.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.030.J.15 | All percolation tests and/or exploratory pit excavations required by state health authorities. |
| | | | <i>Findings</i> | <i>Percolation tests and drainage calculations for all drainage facilities were submitted to the city engineer for review and approval.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.030.J.16 | A copy of the provisions of the articles of incorporation and bylaws of homeowners' association and/or condominium declarations to be filed with the final plat of the subdivision. |

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| | | | Findings | <i>The applicant provided a copy of the CC&Rs with the application submittal which can be found in the attachments.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.030.J.17 | Vicinity map drawn to approximate scale showing the location of the proposed subdivision in reference to existing and/or proposed arterials and collector streets. |
| | | | Findings | <i>Sheet 1 of the preliminary plat includes a vicinity map.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.030.J.18 | The boundaries of the floodplain, floodway and avalanche zoning district shall also be clearly delineated and marked on the preliminary plat. |
| | | | Findings | <i>As noted above, the floodplain, floodway, and riparian setback are delineated on Sheet 1 of the plat. The subject property is not within the avalanche overlay district.</i> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 16.04.030.J.19 | 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 (2) or more streets. |
| | | | Findings | <i>The subject property is adjacent to Trail Creek and therefore a building envelope is required. The building envelope is delineated on Sheet 1 of the preliminary plat and the bounds of the building envelope match that of the minimum setbacks approved through the PUD/CUP. The building envelope does not encroach into the riparian setback.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.030.J.20 | Lot area of each lot. |
| | | | Findings | <i>The preliminary plat shows the area of the overall lot and the area of each condominium unit.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.030.J.21 | Existing mature trees and established shrub masses. |
| | | | Findings | <i>A Major Riparian Floodplain Development Permit (P25-046) was reviewed and approved by the Planning and Zoning Commission on December 9, 2025. This permit reviewed the existing vegetation including all trees and shrub masses and delineated how the riparian area was to be restored post construction of the hotel. This preliminary plat does not implement any requirements or restrictions that would inhibit the project's ability to comply with the requirements of the floodplain development permit.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.030.J.22 | A current title report shall be provided at the time that the preliminary plat is filed with the administrator, together with a copy of the owner's recorded deed to such property. |
| | | | Findings | <i>The applicant submitted a title commitment issued by Stewart Title Guarantee Company, and a warranty deed with the preliminary plat application. Both documents can be found in the attachments.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.030.J.23 | Three (3) copies of the preliminary plat shall be filed with the administrator. |
| | | | Findings | <i>The City of Ketchum received digital copies of the preliminary plat at the time of application.</i> |

FINDINGS REGARDING COMPLIANCE WITH SUBDIVISION DEVELOPMENT & DESIGN STANDARDS

Subdivision Development & Design Standards (Ketchum Municipal Code §16.04.040)

| Compliant | | | City Code | City Standards |
|-------------------------------------|--------------------------|-------------------------------------|--------------------|--|
| Yes | No | N/A | | |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.040.A | <p>Required Improvements: The improvements set forth in this section shall be shown on the preliminary plat and installed prior to approval of the final plat. Construction design plans shall be submitted and approved by the city engineer. All such improvements shall be in accordance with the comprehensive plan and constructed in compliance with construction standard specifications adopted by the city. Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.</p> |
| | | | Findings | <p><i>The project plans submitted with Design Review Application File No. P22-059A and subsequent civil and landscape plan approvals through the Building Permit review process show the proposed utility, drainage, and right-of-way improvements proposed for the project. The construction design plans have been submitted for final approval and the ROW Encroachment Agreement for improvements within the city's rights-of-way will be reviewed by City Council in June 2026. The Development Agreement for the project stipulates the right-of-way improvements must be completed prior to certificate of occupancy of the building but allows for approval of the final plat prior to completion of improvements.</i></p> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 16.04.040.C | <p>Prior to final plat approval, the subdivider shall have previously constructed all required improvements and secured a certificate of completion from the city engineer. However, in cases where the required improvements cannot be constructed due to weather conditions or other factors beyond the control of the subdivider, the city council may accept, in lieu of any or all of the required improvements, a performance bond filed with the city clerk to ensure actual construction of the required improvements as submitted and approved. Such performance bond shall be issued in an amount not less than one hundred fifty percent (150%) of the estimated costs of improvements as determined by the city engineer. In the event the improvements are not constructed within the time allowed by the city council (which shall be one year or less, depending upon the individual circumstances), the council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider shall be liable to the city for additional costs. The amount that the cost of installing the required improvements exceeds the amount of the performance bond shall automatically become a lien upon any and all property within the subdivision owned by the owner and/or subdivider.</p> |
| | | | Findings | <p><i>This standard is not applicable to the preliminary plat application.</i></p> |

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| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 16.04.040.D | <p>As Built Drawing: Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) days after completion of improvements and submission of as built drawings, the city engineer shall certify the completion of the improvements and the acceptance of the improvements, and shall submit a copy of such certification to the administrator and the subdivider. If a performance bond has been filed, the administrator shall forward a copy of the certification to the city clerk. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.</p> |
| | | | Findings | <i>This standard is not applicable to the preliminary plat application.</i> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 16.04.040.E | <p>Monumentation: Following completion of construction of the required improvements and prior to certification of completion by the city engineer, certain land survey monuments shall be reset or verified by the subdivider's engineer or surveyor to still be in place. These monuments shall have the size, shape, and type of material as shown on the subdivision plat. The monuments shall be located as follows:</p> <ol style="list-style-type: none"> 1. All angle points in the exterior boundary of the plat. 2. All street intersections, points within and adjacent to the final plat. 3. All street corner lines ending at boundary line of final plat. 4. All angle points and points of curves on all streets. 5. The point of beginning of the subdivision plat description. |
| | | | Findings | <i>The applicant shall meet the required monumentation standards prior to recordation of the final plat.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.040.F | <p>Lot Requirements:</p> <ol style="list-style-type: none"> 1. Lot size, width, depth, shape and orientation and minimum building setback lines shall be in compliance with the zoning district in which the property is located and compatible with the location of the subdivision and the type of development, and preserve solar access to adjacent properties and buildings. 2. Whenever a proposed subdivision contains lot(s), in whole or in part, within the floodplain, or which contains land with a slope in excess of twenty five percent (25%), based upon natural contours, or creates corner lots at the intersection of two (2) or more streets, building envelopes shall be shown for the lot(s) so affected on the preliminary and final plats. The building envelopes shall be located in a manner designed to promote harmonious development of structures, minimize congestion of structures, and provide open space and solar access for each lot and structure. Also, building envelopes shall be located to promote access to the lots and maintenance of public utilities, to minimize cut and fill for roads and building foundations, and minimize adverse impact upon environment, watercourses and topographical features. Structures may only be built on buildable lots. Lots shall only be created that meet the definition of "lot, buildable" in section 16.04.020 of this chapter. Building envelopes shall be established |

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| | | | <p>outside of hillsides of twenty five percent (25%) and greater and outside of the floodway. A waiver to this standard may only be considered for the following:</p> <p>a. For lot line shifts of parcels that are entirely within slopes of twenty five percent (25%) or greater to create a reasonable building envelope, and mountain overlay design review standards and all other city requirements are met.</p> <p>b. For small, isolated pockets of twenty five percent (25%) or greater that are found to be in compliance with the purposes and standards of the mountain overlay district and this section.</p> <p>3. Corner lots shall have a property line curve or corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve an existing or future use.</p> <p>4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line.</p> <p>5. Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial streets or incompatible zoning districts.</p> <p>6. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public street or legal access via an easement of twenty feet (20') or greater in width. Easement shall be recorded in the office of the Blaine County recorder prior to or in conjunction with recordation of the final plat.</p> |
| | | | <p>Findings</p> <p><i>The subject property is not within the avalanche overlay zone district and does not contain areas of slopes greater than 25%. The property is within the floodplain and spans a full city block with two corners, therefore a building envelope is required. The building envelope is delineated on Sheet 1 of the preliminary plat and the bounds of the building envelope match that of the minimum setbacks approved through the PUD/CUP. The building envelope does not encroach into the riparian setback.</i></p> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <p>16.04.040.G</p> <p>G. Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</p> <ol style="list-style-type: none"> 1. No block shall be longer than one thousand two hundred feet (1,200'), nor less than four hundred feet (400') between the street intersections, and shall have sufficient depth to provide for two (2) tiers of lots. 2. Blocks shall be laid out in such a manner as to comply with the lot requirements. 3. The layout of blocks shall take into consideration the natural topography of the land to promote access within the subdivision and minimize cuts and fills for roads and minimize adverse impact on environment, watercourses and topographical features. 4. Corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets. |

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| | | | Findings | <i>This standard is not applicable as no new lots or blocks are proposed with the condominium subdivision preliminary plat.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.040.H | <p>Street Improvement Requirements:</p> <ol style="list-style-type: none"> 1. The arrangement, character, extent, width, grade and location of all streets put in the proposed subdivision shall conform to the comprehensive plan and shall be considered in their relation to existing and planned streets, topography, public convenience and safety, and the proposed uses of the land; 2. All streets shall be constructed to meet or exceed the criteria and standards set forth in chapter 12.04 of this code, and all other applicable ordinances, resolutions or regulations of the city or any other governmental entity having jurisdiction, now existing or adopted, amended or codified; 3. Where a subdivision abuts or contains an existing or proposed arterial street, railroad or limited access highway right of way, the council may require a frontage street, planting strip, or similar design features; 4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods; 5. Street grades shall not be less than three-tenths percent (0.3%) and not more than seven percent (7%) so as to provide safe movement of traffic and emergency vehicles in all weather and to provide for adequate drainage and snow plowing; 6. In general, partial dedications shall not be permitted, however, the council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the council finds it practical to require the dedication of the remainder of the right of way when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right of way shall be dedicated; 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; 8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the development of the subdivision, and provided, that no such street shall have a maximum length greater than four hundred feet (400') from entrance to center of turnaround, and all cul-de-sacs shall have a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line; 9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°); |

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| | | | <p>10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets;</p> <p>11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;</p> <p>12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;</p> <p>13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the commission before submitting same to council for preliminary plat approval;</p> <p>14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;</p> <p>15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets;</p> <p>16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider;</p> <p>17. In general, the centerline of a street shall coincide with the centerline of the street right of way, and all crosswalk markings shall be installed by the subdivider as a required improvement;</p> <p>18. Street lighting may be required by the commission or council where appropriate and shall be installed by the subdivider as a requirement improvement;</p> <p>19. Private streets may be allowed upon recommendation by the commission and approval by the council. Private streets shall be constructed to meet the design standards specified in subsection H2 of this section;</p> <p>20. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the administrator and shall be consistent with the type and design of existing street signs elsewhere in the city;</p> <p>21. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which will require construction of a new bridge or improvement of an existing bridge, such construction or improvement shall be a required improvement by the subdivider. Such construction or improvement shall be in accordance with adopted standard specifications;</p> <p>22. Sidewalks, curbs and gutters may be a required improvement installed by the subdivider; and</p> <p>23. Gates are prohibited on private roads and parking access/entranceways, private driveways accessing more than one</p> |
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| | | | | <p>single-family dwelling unit and one accessory dwelling unit, and public rights of way unless approved by the city council.</p> |
| | | | Findings | <p><i>No new streets are proposed with the development; however, Leadville Ave and River Street are undergoing various improvements per the approved Design Review Plans approved on February 14, 2023 and subsequent revisions approved through the Building Permit and ROW Encroachment Agreement review process. Additionally, the PUD/CUP Approval for the development in 2008 revised some of the city standards for rights-of-way including width of sidewalks. All proposed improvements have been reviewed and approved by the City Engineer and will be reviewed by City Council in June 2026 with approval of the final ROW Encroachment Agreement.</i></p> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 16.04.040.I | <p>Alley Improvement Requirements: Alleys shall be provided in business, commercial and light industrial zoning districts. The width of an alley shall be not less than twenty feet (20'). Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. Dead end alleys shall be prohibited. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in subsection H2 of this section.</p> |
| | | | Findings | <p><i>This standard is not applicable as there is no alley adjacent to the subject property.</i></p> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.040.J | <p>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.</p> <p>1. A public utility easement at least ten feet (10') in width shall be required within the street right of way boundaries of all private streets. A public utility easement at least five feet (5') in width shall be required within property boundaries adjacent to Warm Springs Road and within any other property boundary as determined by the city engineer to be necessary for the provision of adequate public utilities.</p> <p>2. Where a subdivision contains or borders on a watercourse, drainageway, channel or stream, an easement shall be required of sufficient width to contain such watercourse and provide access for private maintenance and/or reconstruction of such watercourse.</p> <p>3. All subdivisions which border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten foot (10') fish and nature study easement along the riverbank. Furthermore, the council shall require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's access. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the council may require an extension of that easement along the portion of the riverbank which runs through the proposed subdivision.</p> |

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| | | | <p>4. All subdivisions which border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a twenty five foot (25') scenic easement upon which no permanent structure shall be built in order to protect the natural vegetation and wildlife along the riverbank and to protect structures from damage or loss due to riverbank erosion.</p> <p>5. No ditch, pipe or structure for irrigation water or irrigation wastewater shall be constructed, rerouted or changed in the course of planning for or constructing required improvements within a proposed subdivision unless same has first been approved in writing by the ditch company or property owner holding the water rights. A written copy of such approval shall be filed as part of required improvement construction plans.</p> <p>6. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the city.</p> |
| | | | <p>Findings</p> <p><i>A 10 ft fisherman's and fish and nature study easement exists on the property today per the Replat of Ketchum Block 83. This preliminary plat proposes to retain that easement as required and as shown on Sheet 1 of the preliminary plat. There are no private roads proposed for the subdivision. The preliminary plat also includes a 25ft riparian setback and easement where all improvements within the setback are subject to the requirements of the Ketchum Municipal Code. Two conditions of approval have been included to add plat notes that address the specific purpose and restrictions of the riparian setback and easement and the reliance of the plat on the location of the ordinary high water mark and boundaries of the easement and floodplain.</i></p> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <p>16.04.040.K</p> <p>Sanitary Sewage Disposal Improvements: 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. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the city engineer, council and Idaho health department prior to final plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho department of health and the council may be constructed on a temporary basis until such time as connection to the public sewage system is possible. In considering such alternative provisions, the council may require an increase in the minimum lot size and may impose any other reasonable requirements which it deems necessary to protect public health, safety and welfare.</p> |
| | | | <p>Findings</p> <p><i>As shown on Sheet 1 of the plat, there is a main sewer line existing along the southern end of the property. No additional central sewer improvements are required for the development.</i></p> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <p>16.04.040.L</p> <p>Water System Improvements: A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a</p> |

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| | | | | <p>required improvement. The subdivider shall also be required to locate and install an adequate number of fire hydrants within the proposed subdivision according to specifications and requirements of the city under the supervision of the Ketchum fire department and other regulatory agencies having jurisdiction. Furthermore, the central water system shall have sufficient flow for domestic use and adequate fire flow. All such water systems installed shall be looped extensions, and no dead end systems shall be permitted. All water systems shall be connected to the municipal water system and shall meet the standards of the following agencies: Idaho department of public health, Idaho survey and rating bureau, district sanitarian, Idaho state public utilities commission, Idaho department of reclamation, and all requirements of the city.</p> |
| | | | Findings | <p><i>The project is connecting to the city's water system as required. There are main water lines within Hwy 75, River Street, and Leadville Ave where connections will be made. As part of the project, Leadville Ave is being regraded, which caused the depth of the main water line in Leadville to be insufficient for city standards. As required by the city's right-of-way and utility standards, the water line has since been relocated to the required depth. No additional domestic water improvements are required for the project.</i></p> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.040.M | <p>Planting Strip Improvements: Planting strips shall be required improvements. When a predominantly residential subdivision is proposed for land adjoining incompatible uses or features such as highways, railroads, commercial or light industrial districts or off street parking areas, the subdivider shall provide planting strips to screen the view of such incompatible features. The subdivider shall submit a landscaping plan for such planting strip with the preliminary plat application, and the landscaping shall be a required improvement.</p> |
| | | | Findings | <p><i>As part of the PUD/CUP approval, additional landscaping on adjacent properties across Leadville were required to ensure adequate screening of adjacent uses. A landscape plan has been reviewed and approved by the adjacent property owners and the city. Improvements will be completed with the Leadville Ave reconstruction.</i></p> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.040.N | <p>Cuts, Fills, And Grading Improvements: Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts, fills, alterations of topography, streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following:</p> <ol style="list-style-type: none"> 1. A preliminary soil report prepared by a qualified engineer may be required by the commission and/or council as part of the preliminary plat application. 2. Preliminary grading plan prepared by a civil engineer shall be submitted as part of all preliminary plat applications. Such plan shall contain the following information: |

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| | | | | <p>a. Proposed contours at a maximum of five foot (5') contour intervals.</p> <p>b. Cut and fill banks in pad elevations.</p> <p>c. Drainage patterns.</p> <p>d. Areas where trees and/or natural vegetation will be preserved.</p> <p>e. Location of all street and utility improvements including driveways to building envelopes.</p> <p>f. Any other information which may reasonably be required by the administrator, commission or council to adequately review the affect of the proposed improvements.</p> <p>3. Grading shall be designed to blend with natural landforms and to minimize the necessity of padding or terracing of building sites, excavation for foundations, and minimize the necessity of cuts and fills for streets and driveways.</p> <p>4. Areas within a subdivision which are not well suited for development because of existing soil conditions, steepness of slope, geology or hydrology shall be allocated for open space for the benefit of future property owners within the subdivision.</p> <p>5. Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the subdivider for revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction. Until such times as such revegetation has been installed and established, the subdivider shall maintain and protect all disturbed surfaces from erosion.</p> <p>6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply:</p> <p>a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability.</p> <p>b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by AASHO T99 (American Association of State Highway Officials) and ASTM D698 (American standard testing methods).</p> <p>c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability.</p> <p>d. Fill slopes shall be no steeper than three horizontal to one vertical (3:1). Neither cut nor fill slopes shall be located on natural slopes of three to one (3:1) or steeper, or where fill slope toes out within twelve feet (12') horizontally of the top and existing or planned cut slope.</p> <p>e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet (6'), plus one-fifth (1/5) of the height of the</p> |
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| | | | | <p>cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.</p> |
| | | | Findings | <p><i>As noted above, no new streets are proposed with the subdivision. All on-site drainage is being accommodated on-site and is being constructed per the approved civil engineering plans associated with the building permit approval. All drainage improvements within city rights-of-way have been designed to meet city standards and have been reviewed and approved by the City Engineer.</i></p> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.040.O | <p>Drainage Improvements: The subdivider shall submit with the preliminary plat application such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the city on the preliminary and final plat. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. Culverts shall be required where all water or drainage courses intersect with streets, driveways or improved public easements and shall extend across and under the entire improved width including shoulders.</p> |
| | | | Findings | <p><i>As noted above, no new streets are proposed with the subdivision. All on-site drainage is being accommodated on-site and is being constructed per the approved civil engineering plans associated with the building permit approval. All drainage improvements within city rights-of-way have been designed to meet city standards and have been reviewed and approved by the City Engineer.</i></p> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.040.P | <p>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.</p> |
| | | | Findings | <p><i>All utilities are installed underground as required. Gas meters and transformers are located above ground as required by the utility companies, both of which are located along Leadville Ave.</i></p> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.040.Q | <p>Off Site Improvements: Where the offsite impact of a proposed subdivision is found by the commission or council to create substantial additional traffic, improvements to alleviate that impact may be required of the subdivider prior to final plat approval, including, but not limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities.</p> |

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| | | | Findings | <i>The PUD/CUP and Design Review approvals required a variety of off-site improvements including the regrading and snow melting of Leadville Ave and intersection of Leadville and River Streets and proportionate financial contribution to the undergrounding of power lines along Leadville Ave (completed). All off-site improvements are being completed as required and as shown on the approved civil plans associated with the Building Permit.</i> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 16.04.040.R | Avalanche And Mountain Overlay: All improvements and plats (land, planned unit development, townhouse, condominium) created pursuant to this chapter shall comply with City of Ketchum Avalanche Zone District and Mountain Overlay Zoning District requirements as set forth in Title 17 of this Code. |
| | | | Findings | <i>N/A as this property is not located within the Avalanche Zone or Mountain Overlay.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.040.S | Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision. |
| | | | Findings | <i>As noted above, a Major Riparian Floodplain Development Permit was reviewed and approved for the project to address all restoration and vegetation activities associated with the project.</i> |

CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation established in accordance with Article XII of the Constitution of the State of Idaho and Title 50 Idaho Code and is required and has exercised its authority pursuant to the Local Land Use Planning Act codified at Chapter 65 of Title 67 Idaho Code and pursuant to Chapters 3, 9 and 13 of Title 50 Idaho Code to enact the ordinances and regulations, which ordinances are codified in the Ketchum 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 Townhouse Preliminary Plat application for the development and use of the project site.
2. The Commission has authority to review and recommend approval of the applicant’s Condominium Subdivision Preliminary Plat Application pursuant to Chapter 16.04 of Ketchum Code Title 16.
3. The City of Ketchum Planning Department provided notice for the review of this application in accordance with Ketchum Municipal Code §16.04.030.
4. The Condominium Subdivision Preliminary Plat application is governed under Chapter 16.04 of Ketchum Municipal Code.
5. The Subdivision Preliminary Plat application meets all applicable standards specified in Title 16 of Ketchum Municipal Code.

DECISION

THEREFORE, the City Council **approves** the 300 E River St Condominiums Preliminary Plat Application File No. P25-057 this Thursday, July 9, 2026, subject to the following conditions of approval.

CONDITIONS OF APPROVAL

1. This preliminary plat application is subject to all conditions of approval for PUD/CUP P08-007, Design Review P22-059A, Amended and Restated Development Agreement (Instrument #630816) as amended, Floodplain Development Permit P25-046, and the ROW Encroachment Agreement as approved by City Council.
2. Prior to final plat approval, the plat shall be revised to add the following plat notes:
 - a. A 25' wide scenic easement measured horizontally from the edge of the ordinary high water mark is granted as shown hereon, 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. Said easement shall shift in accordance with the location of the channel and its ordinary high-water mark.
 - b. The 100-year floodplain line, ordinary high water and setbacks are subject to change with updated flood studies by FEMA and changes in the course of the river over time. This plat reflects the current conditions but should not be relied upon as the definitive source for this information.
 - c. No parking space may be condominiumized or sold separate from a condominium unit.
4. 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.

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

Pete Prekeges, Mayor
City of Ketchum

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.