

**AGENDA**  
**HAILEY PLANNING & ZONING COMMISSION**  
**Tuesday, November 12, 2013**  
**Hailey City Hall**  
**5:30 p.m.**

**Call to Order**

**Public Comment** for items not on the agenda

**Consent Agenda**

CA 1 Motion to approve minutes of October 15, 2013 regular meeting

**New Business and Public Hearings**

NB 1 Public Hearing and consideration of an application for Preliminary Plat of the River Street Station Condominiums, thereby creating five (5) condominiums within an existing building, the River Street Station, located at Lot 1A, Block 66, Hailey Townsite Business Zoning District (B). Proposed name of the condominium subdivision is River Street Station Condominiums, comprising five units: Unit A, Unit B, Unit C, Unit D, and Unit E. In addition to the Preliminary Plat application, public comment is invited for any public infrastructure improvements constructed in connection to this project, pursuant to Title 18 of the Hailey Municipal Code.

**Old Business**

**Commission Reports and Discussion**

**Staff Reports and Discussion**

SR 1 Discussion of current building activity and upcoming projects

SR 2 Discussion of the next Planning and Zoning meeting: Monday, December 9, 2013  
*(no documents)*

**Adjourn**

For further information regarding this agenda, or for special accommodations to participate in the public meeting, please contact [planning@haileycityhall.org](mailto:planning@haileycityhall.org) or (208) 788-9815.

**AGENDA**  
**HAILEY PLANNING & ZONING COMMISSION**  
**Tuesday, October 15, 2013**  
**Hailey City Hall**  
**5:30 p.m.**

**Present:** Geoffrey Moore, Regina Korby, Jay Cone, Owen Scanlon, Janet Fugate  
**Staff:** Micah Austin, Kristine Hilt  
**Absent:** None

**Call to Order**

**5:30:44 PM** Chair Moore called the meeting to order.

**Public Comment** for items not on the agenda

**5:31:02 PM** None

**Consent Agenda**

~~CA 1 Motion to approve minutes of September 9, 2013 regular meeting~~

**5:31:14 PM** Owen Scanlon moved to approve the minutes, Janet Fugate seconded and the motion carried unanimously.

**New Business and Public Hearings**

~~NB 1 Public Hearing: Motion to approve Findings of Fact and Conclusions of Law for a Design Review exemption application submitted by Stinker Store 111, represented by Gail Arnold, for new paint colors for the exterior of the building located on Lot 1 Block 1, North Hailey Plaza (1011 No. Main Street)~~

**5:31:55 PM** Micah Austin summarized the application and presented the proposed colors for the project. Discussion continued to include the goals of the Stinker Station including an updated façade on all locations statewide. Janet Fugate inquired about Albertsons' Market, surrounding landscape and signage. Micah Austin added that just the exterior colors would be changed.

**5:36:42 PM** Owen Scanlon moved to approve the Findings of Fact for the Stinker Station Design Review Exemption application. Janet Fugate seconded and the motion carried unanimously.

~~NB 2 Public Hearing Motion to approve the sign permit application submitted by O'Reilly Auto Parts for on building sign of 80.285 square feet and one monument sign of 47.04 square feet totaling 127.29 square feet of signage.~~

**5:38:01 PM** Micah Austin briefed the Commission on the history of the sign application for O'Reilly Auto Parts. Discussion included previously proposed signs, lighting, total square footage, and location of the monument sign. Micah Austin added that the proposed signage was compliant

with City Code, however, the process for calculating copy portion of similar signs in the past and in the code was not always clear. Micah Austin notified the Commission of the process of calculating O'Reilly's square footage based on a discussion with the City Attorney, Ned Williamson. Ned Williamson recommended that the square footage be calculated based on one single perimeter box drawn around all the copy portion of the monument sign. [5:44:35 PM](#) Micah Austin then added that the height of the sign was compliant with City requests and that P&Z approval was recommended. [5:48:58 PM](#) Jay Cone inquired about internally lit signs in the current zone which is Limited Business. He also inquired about the total maximum allotted square footage of sign permitted per the City of Hailey ordinance. Discussion continued between the commission and Micah Austin on the monument sign, the colors, grade, and proposed location in relation to 4th Avenue. [5:52:17 PM](#) Micah Austin presented physical color samples and the site plan with the monument sign location for the Commissioners to review. Discussion included size and density of surrounding landscaping and visibility for traffic at the intersection. [5:58:58 PM](#) The Commissioners agreed that there were no issues with traffic visibility. [5:59:17 PM](#) Jay Cone added that he was pleased with the proposed sign adding that he thought it was characteristic of Hailey and well balanced. Chair Moore inquired about the lighting in relation to the dark sky ordinance and Micah Austin clarified specifics of the ordinance including the lighting of only the copy portion of the signs. [6:02:40 PM](#) Owen Scanlon suggested more gooseneck lighting for the proposed signs on the building façade. Discussion included the option of adding another light source and the approval of such. [6:04:31 PM](#) Micah Austin added final details of the building sign lettering and the proposed materials for the project. Janet Fugate suggested adding a condition of the lettering material adding that it must be the metal material proposed in the plans. [6:06:31 PM](#) Chair Moore called for public comment and none was given. Jay Cone then inquired about the condition that Janet Fugate proposed. Janet Fugate added that the application was confusing and that adding a condition would clarify the confusion and ensure that the proper materials would be used during construction. [6:11:28 PM](#) The Commissioners inquired about any public comment received. Micah Austin added that he had not received much comment from the public on the development.

[6:13:30 PM](#) Janet Fugate motioned to approve the sign permit for O'Reilly Auto Parts as presented based on the following conditions:

- 1. Copy portion of the sign shall not exceed more than 5 feet above the elevation of the edge of the asphalt on Highway 75.**
- 2. The sign shall be constructed as presented to the Commission on October 15<sup>th</sup>, 2013.**
- 3. Materials used shall include metal channel lettering and follow the application as shown in Exhibit A of the staff report.**

Owen Scanlon seconded and the motion carried unanimously.

*~~NB 3 Public Hearing: Motion to approve Findings of Fact and Conclusions of Law for a Design Review exemption application submitted by A Taste of Thai for new paint colors for the exterior of the building located on Lots: S 15' of Lot 16, North 29'7" of Lot 17, Block 40, Hailey Townsite (106 N Main St.)~~*

[6:16:33 PM](#) Micah Austin summarized the application and presented a physical sampling of the coloring for the Commissioners. He added that the current owner is proposing to paint only the

south side façade of the building to help distinguish the space as a separate business. Owen Scanlon inquired about changing the color of the trim and the awning. Micah Austin added that just the coloring would be changed on the currently painted wood façade. [6:20:39 PM](#) Jay Cone inquired about the option for a new sign when the new tenant applies with the City. Micah Austin confirmed this and discussed the process for calculating square footage on a multi-unit building within City Code. [6:23:05 PM](#) Chair Moore called for public comment and none was given. [6:23:23 PM](#) Jay Cone moved to approve the Design Review Exemption Application for A Taste of Thai. Janet Fugate seconded and the motion carried.

## Old Business

## Commission Reports and Discussion

## Staff Reports and Discussion

### *SR 1 Discussion of current building activity and upcoming projects*

[6:24:20 PM](#) Micah Austin briefed the Commission on a recent Wild Urban Interface Building Code training that he had attended for construction standards available for adoption for the City of Hailey. He shared important information along with specific examples and recommended that the City adopted new construction standards for protection from wild fires. The Commissioners inquired about the code proposed for adoption. Discussion went on to include affected architecture, landscaping, and code specifics. The Commission recommended a joint meeting with the County and the City of Ketchum to coordinate similar efforts in relation to adopting the new building fire code. [6:39:18 PM](#) Micah Austin then notified the Commission of a recent planning conference he attended. He noted that he learned many useful and valuable tools and was very hopeful for the upcoming Urban Renewal Project based on similar success stories he learned at the conference. The Commissioners discussed the importance of promoting growth, economic development, and Urban Renewal. [6:42:12 PM](#) Micah Austin notified the Commissioners that Project Blue Grouse will be known as Papa Murphy's Take & Bake Pizza. He added that the business was moving through the process of approval very quickly. [6:49:48 PM](#) Chair Moore mentioned that there may be \$1,000 of funds available for the City and that seeing some directional signs within the City would be an excellent use for the funds. Discussion included options for the funds and possible signs in different locations. The Commissioners recommended donating the money to the Arts Commission. [6:52:53 PM](#) Chair Moore then notified the other Commissioners that this would be his last term as Chair of the Planning and Zoning Commission.

### *SR 2 Discussion of the next Planning and Zoning meeting: Tuesday, November 12, 2013*

*(no documents)*

## Adjourn

[6:55:50 PM](#) Jay Cone moved to adjourn. Owen Scanlon seconded and the motion carried unanimously.

### STAFF REPORT

**TO:** Hailey Planning and Zoning Commission  
**FROM:** Micah Austin, Community Development Director  
**RE:** Preliminary Plat – River Street Station Condominiums  
**HEARING:** November 12, 2013

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**Applicant:** River Street Station, LLC, represented by Kimberlee Johnson of Galena Engineering  
**Project:** River Street Station Condominiums  
**Request:** Preliminary Plat approval with recommendation to the City Council  
**Location:** Lot 1A, Block 66, Hailey Townsite  
**Zoning:** Business District (B)

#### Notice

Notice for the public hearing was published in the Idaho Mountain Express on October 23, 2013; the notice was mailed to public agencies and to property owners within 300 feet on October 24, 2013. The site was posted on October 24, 2013.

#### Application

River Street Station, LLC, represented by Kimberlee Johnson of Galena Engineering, has submitted an application for Preliminary Plat approval for a condominium plat/subdivision of an existing building located on Lot 1A, Block 66, Hailey Townsite. The property is currently zoning Business and is within the Townsite Overlay. The existing building, River Street Station, is situated on a parcel comprising 7,172 square feet (.16 acres). The applicant proposes divide the building up into five units: Unit A, Unit B, Unit C, Unit D, and Unit E. The total land area of the subdivision is 7,172 square feet or .16 acres.

#### Department Comments

**Life/safety issues:** The current preliminary plat reflects all changes and revisions recommended and requested by the City Engineer. The City Engineer has the following concerns/questions:

1. The sidewalk approach on to River Street is dilapidated and should be repaired as a condition of approval for the Final Plat.

**Water and Sewer issues:** The current preliminary plat reflects all changes and revisions recommended

and requested by Tom Hellen, the City Engineer and Public Works Director.

**Engineering issues:** The current preliminary plat reflects all changes and revisions recommended and requested by Tom Hellen, the City Engineer and Public Works Director.

## **Standards of Evaluation**

### **Northridge X Subdivision Standards of Evaluation**

#### **SECTION 4 - DEVELOPMENT STANDARDS**

##### **4.0 General Standards.**

The configuration and development of proposed subdivisions shall be subject to and meet the provisions and standards found in this Ordinance, the Zoning Ordinance and any other applicable Ordinance or policy of the City of Hailey, and shall be in accordance with general provisions of the Comprehensive Plan.

##### **4.1 Streets.**

Streets shall be provided in all subdivisions where necessary to provide access and shall meet all standards below.

- *Streets are existing and are provided.*

**4.1.1 All streets in the subdivision must be platted and developed with a width, alignment, and improvements such that the street is adequate to safely accommodate existing and anticipated vehicular and pedestrian traffic and meets City standards. Streets shall be aligned in such a manner as to provide through, safe and efficient access from and to adjacent developments and properties and shall provide for the integration of the proposed streets with the existing pattern.**

- *The existing streets meet this standard.*

**4.1.2 Cul-de-sacs or dead end streets shall be allowed only if connectivity is not possible due to surrounding topography or existing platted development. Where allowed, such cul-de-sacs or dead end streets shall comply with all regulations set forth in the IFC and other applicable codes and ordinances. Street rights-of-way extended into un-platted areas shall not be considered dead end streets.**

More than one access may be required based on the potential for impairment of a single access by vehicle congestion, terrain, climatic conditions or other factors that could limit access.

- *No cul-de-sac or dead end streets are proposed. Access to this subdivision complies with the conditions above.*

**4.1.3 Streets shall be laid out so as to intersect as nearly as possible at right angles and no street shall intersect any other street at less than eighty (80) degrees. Where possible, four way intersections shall be used. A recommended distance of 500 feet, with a maximum of 750 feet, measured from the center line, shall separate any intersection. Alternatively, traffic calming measures including but not limited to speed humps, speed tables, raised intersections, traffic circles or roundabouts, meanderings, chicanes, chokers, and/or neckdowns shall be a part of the street design. Alternate traffic calming measures may be approved with a recommendation by the City Engineer. Three way intersections shall only be permitted where most appropriate or where no other configuration is possible. A minimum distance of 150 feet, measured from the center line, shall separate any two three-way intersections.**

- *Street configuration meets the conditions stated and both intersections to the east and west are four way intersections.*

**4.1.4 Street center lines which deflect more than five (5) degrees shall be connected by a curve. The radius of the curve for the center line shall not be more than 500 feet for an arterial street, 166 feet for a collector street and 89 feet for a residential street. Alternatively, traffic calming measures including but not limited to speed humps, speed tables, raised intersections, traffic circles or roundabouts, meanderings, chicanes, chokers, and/or neckdowns shall be a part of the street design. Alternate traffic calming measures may be approved with a recommendation by the City Engineer.**

*The existing horizontal layout complies with the above standard.*

**4.1.5 Street width is to be measured from property line to property line. The minimum street width, unless specifically approved otherwise by the Council, shall be as specified in City Standards for the type of street.**

**(Ord. 1002, §2, 03/26/2008)**

- *Streets right of ways meet the requirements.*

**4.1.6 Roadway, for the purpose of this section, shall be defined as the area of asphalt from curb face to curb face or edge to edge. Roadway includes areas for vehicle travel and may include parallel or angle in parking areas. The width of roadways shall be in accordance with the adopted City Standards for road construction.**

- *The current streets, River Street and Myrtle Street, meet this standard.*

**4.1.7 Road Grades shall be at least two percent (2%) and shall not generally exceed six percent (6%). Grade may exceed 6%, where necessary, by 1% (total 7%) for no more than 300 feet or 2% (total 8%) for no more than 150 feet. No excess grade shall be located within 200 feet of any other excess grade nor there any horizontal deflection in the roadway greater than 30 degrees within 300 feet of where the excess grade decreases to a 2% slope.**

- *Roadway grades are in compliance with the standards.*

**4.1.8 The Developer shall provide storm sewers and/or drainage areas of adequate size and number to contain any runoff within the streets in the subdivision in conformance with the applicable Federal, State and local regulations. The developer shall provide copies of state permits for shallow injection wells (drywells). Drainage plans shall be reviewed by City Staff and shall meet the approval of the City Engineer. Developer shall provide a copy of EPA's "NPDES General Permit for Stormwater Discharge from Construction Activity" for all construction activity affecting more than one acre.**

- *Drainage areas are in place and in compliance.*

**4.1.9 The Developer shall provide and install all street and traffic control signs in accordance with City Standards.**

- *Street signs are existing and provided per the standards.*

**4.1.10 All streets and alleys within any subdivision shall be dedicated for public use, except as provided herein. New street names (public and private) shall not be the same or similar to any other street names used in Blaine County.**

- *Not applicable. No new streets are proposed.*

**4.1.10.1 Private streets may be allowed (a) to serve a maximum of five (5) residential dwelling units, (b) within Planned Unit Developments, or (c) within commercial developments in the Business, Limited Business, Neighborhood Business, Light Industrial, Technological Industry, and Service Commercial Industrial districts. Private streets are allowed at the sole discretion of the Council, except that no Arterial or Major Street, or Collector or Secondary Street may be private. Private streets shall have a minimum total width of 36 feet, shall be constructed to all other applicable City Standards including paving, and shall be maintained by an owner's association.**

- *Not applicable. No new streets are proposed*

**4.1.10.2 Private streets, wherever possible, shall provide interconnection with other public streets and private streets.**

**(Ord. 1002, §3, 03/26/2008)**

- *Not applicable.*

**4.1.10.3 The area designated for private streets shall be platted as a separate parcel according to subsection 4.5.3 below. The plat shall clearly indicate that the parcel is unbuildable except for public vehicular and public pedestrian access and ingress/egress, utilities or as otherwise specified on the plat.**

**(Ord. 1002, §4, 03/26/2008)**

- *Not applicable.*

**4.1.10.4 Private street names shall not end with the word "Road", "Boulevard", "Avenue", "Drive" or "Street". Private streets serving five (5) or fewer dwelling units shall not be named.**

- *Not applicable.*

**4.1.10.5 Private streets shall have adequate and unencumbered 10-foot wide snow storage easements on both sides of the street, or an accessible dedicated snow storage easement representing not less than twenty-five (25%) of the improved area of the private street. Private street snow storage easements shall not be combined with, or encumber, required on-site snow storage areas.**

**(Ord. 1002, §5, 03/26/2008)**

- *Snow storage as required is provided.*

**4.1.10.6 Subdivisions with private streets shall provide two (2) additional parking spaces per dwelling unit for guest and/or overflow parking. These spaces may be located (a) within the residential lot (e.g., between the garage and the roadway), (b) as parallel spaces within the street parcel**

or easement adjacent to the travel lanes, (c) in a designated guest parking area, or (d) as a combination thereof. Guest/overflow parking spaces are in addition to the minimum number of parking spaces required pursuant to Article IX of the Hailey Zoning Ordinance. The dimension of guest/overflow parking spaces shall be no less than 10' by 20' if angle parking, or 10' by 24' if parallel. Guest overflow parking spaces shall be improved with asphalt, gravel, pavers, grass block, or other all-weather dustless surface. No part of any required guest/overflow parking spaces shall be utilized for snow storage.

- *Not applicable. No new streets are proposed*

**4.1.11 Driveways may provide access to not more than two (2) residential dwelling units. Where a parcel to be subdivided will have one lot fronting on a street, not more than one additional single family lot accessed by a driveway may be created in the rear of the parcel. In such a subdivision, where feasible (e.g., no driveway already exists), both lots shall share access via a single driveway. Driveways shall not be named.**

- *Not applicable. No new driveways are proposed*

**4.1.11.1 Driveways shall be constructed with an all-weather surface and shall have the following minimum roadway widths:**

Accessing one residential unit:	12 feet
Accessing two residential units:	16 feet

**No portion of the required fire lane width of any driveway may be utilized for parking, above ground utility structures, dumpsters or other service areas, snow storage or any other obstructions.**

- *Not applicable. No new driveways are proposed.*

**4.1.11.2 Driveways longer than 150 feet must have a turnaround area approved by the Fire Department. Fire lane signage must be provided as approved by the Fire Department.**

- *Not applicable. No new driveways are proposed*

**4.1.11.3 Driveways accessing more than one residential dwelling unit shall be maintained by an owner's association, or in accordance with a plat note.**

- *Not applicable. No new driveways are proposed*

**4.1.11.4 The area designated for a driveway serving more than one dwelling unit shall be platted as a separate unbuildable parcel, or as a dedicated driveway easement. Easements and parcels shall clearly indicate the beneficiary of the easement or parcel and that the property is unbuildable except for ingress/egress, utilities or as otherwise specified on the plat. A building envelope may be required in order to provide for adequate building setback.**

- *Not applicable. No new driveways are proposed*

**4.1.11.5 No driveway shall interfere with maintenance of existing infrastructure and shall be located to have the least adverse impact on residential dwelling units, existing or to be constructed, on the lot the easement encumbers and on adjacent lots.**

- *Not applicable. No new driveways are proposed*

**4.1.12 A parking access lane shall not be considered a street, but shall comply with all regulations set forth in the IFC and other applicable codes and ordinances.**

**Development of lots will be in compliance.**

- *Not applicable. No new parking access lanes are proposed*

**4.1.13 Required fire lanes, whether in private streets, driveways or parking access lanes, shall comply with all regulations set forth in the IFC and other applicable codes and ordinances.**

- Development of lots will be in compliance.

## **4.2 Sidewalks and Pathways.**

**4.2.1 Sidewalks, curb and gutter shall be required improvements for projects requiring Subdivision approval in the B, LB, TI, A and SCI zoning districts. At a minimum, sidewalks and curb and gutter, where required, shall comply with the City Standards. Sidewalks shall be at least six feet (6') wide or as wide as adjacent sidewalks on the same block, whichever is greater. Sidewalks shall be constructed along the entire length of a property adjacent to any public or private street in all zones, as well as in locations that provide safe pedestrian access to and around a commercial or mixed-use building. New sidewalks shall be planned to provide pedestrian connections to any existing sidewalks adjacent to the site. Sites located adjacent to public or private streets that are not currently thru-streets, regardless whether the street may provide a connection to future streets, shall provide sidewalks to facilitate future pedestrian connections. Sidewalks and drainage improvements shall also be required in other districts, except as otherwise provided herein. The requirement for sidewalk may be waived if the cost of the proposed project construction is less than twenty thousand dollars (\$20,000). For subdivisions in the Townsite Overlay District, the requirement for sidewalk may be waived for any lot line adjustment associated with a residential remodel or addition; sidewalks shall be required for new primary dwellings.**

**(Ord. 1017, §1, 11/19/08)**

- *The parcel is zoned Business, therefore sidewalks, curb, and gutter are required.*
- *Existing sidewalks, curb, and gutter are provided within the public right-of-way, however the City Engineer recommends repair of the existing sidewalks as condition of approval for this subdivision.*
- *The sidewalk approach at the corner of River Street and Myrtle is dilapidated and does not meet City Standards. This section should be repaired and replaced according to City Standards and subject to an inspection by the City Engineer as a condition of approval.*

**4.2.2 Pathways. The Developer shall install all non-vehicular pathways, to City Standards, in all areas within or adjacent to the property to be developed where Pathways are depicted upon the Master Plan.**

- *Not applicable. No pathways are proposed*

**4.2.3 The Developer may, at Developer's option, propose alternatives to either the standard sidewalk configuration required in Section 4.2.1, or the planned non-vehicular pathway required in Section 4.2.2. The Hearing Examiner or Commission and Council shall ensure that**

**the alternative configuration shall not reduce the level of service or convenience to either residents of the development or the public at large.**

- *Alternatives may be considered, such as an in-lieu payment for sidewalk repairs. At this time, the applicant has not proposed any alternatives.*

**4.2.4 After receiving a recommendation by the Hearing Examiner or Commission, the Council may in its discretion approve and accept voluntary cash contributions in-lieu of the improvements described in this Section 4.2, which contributions must be segregated by the City and not used for any purpose other than the provision of these improvements. The contribution amount shall be 110% of the estimated costs of concrete sidewalk and drainage improvements provided by a qualified contractor, plus associated engineering costs, as approved by the City Engineer. Any approved in-lieu contribution shall be paid before the City signs the final plat. In-lieu contributions for sidewalks shall not be accepted in Business, Limited Business, Neighborhood Business Technological Industry and Service Commercial Industrial districts.**

**(Ord. 1002, §6, 03/26/2008)**

- *No alternatives are proposed at this time.*

**4.3 Alleys and Easements.**

**4.3.1 Alleys shall be provided in all Business District and Limited Business District developments where feasible.**

- *Not applicable.*

**4.3.2 The minimum width of an alley shall be 26 feet.**

- *Not applicable.*

**4.3.3 All alleys shall be dedicated to the public or provide for public access.**

- *Not applicable.*

**4.3.4 All infrastructures to be installed underground shall, where possible, be installed in the alleys platted.**

- *Not applicable.*

**4.3.5 Alleys in commercial areas shall be improved with drainage as appropriate and which the design meets the approval of the City Engineer. The Developer shall provide storm sewers and/or drainage areas of adequate size and number to contain any runoff within the streets in the subdivision upon the property in conformance with the latest applicable Federal, State and local regulations. The developer shall provide copies of state permits for shallow injection wells (drywells). Drainage plans shall be reviewed by City Staff and shall meet the approval of the City Engineer.**

- *Not applicable.*

**4.3.6 Dead-end alleys shall not be allowed.**

- *Not applicable.*

**4.3.7** Where alleys are not provided, easements of not less than ten (10) feet in width may be required on each side of all rear and/or side lot lines (total width = 20 feet) where necessary for wires, conduits, storm or sanitary sewers, gas and water lines. Easements of greater width may be required along lines, across lots, or along boundaries, where necessary for surface drainage or for the extension of utilities.

- *Easements as depicted will be provided.*

**4.3.8** Easements. Easements, defined as the use of land not having all the rights of ownership and limited to the purposes designated on the plat, shall be placed on the plat as appropriate. Plats shall show the entity to which the easement has been granted. Easements shall be provided for the following purposes:

- Easements are shown as required on the plat.

**4.3.8.1** To provide access through or to any property for the purpose of providing utilities, emergency services, public access, private access, recreation, deliveries or such other purpose. Any subdivision that borders on the Big Wood River shall dedicate a 20-foot wide fisherman's access easement, measured from the Mean High Water Mark, which shall provide for non-motorized public access. Additionally, in appropriate areas, an easement providing non-motorized public access through the subdivision to the river shall be required as a sportsman's access.

- *Not applicable.*

**4.3.8.2** To provide protection from or buffering for any natural resource, riparian area, hazardous area, or other limitation or amenity on, under, or over the land. Any subdivision that borders on the Big Wood River shall dedicate a one hundred (100) foot wide riparian setback easement, measured from the Mean High Water Mark, upon which no permanent structure shall be built, in order to protect the natural vegetation and wildlife along the river bank and to protect structures from damage or loss due to river bank erosion. A twenty-five (25) foot wide riparian setback easement shall be dedicated adjacent to tributaries of the Big Wood River. Removal and maintenance of live or dead vegetation within the riparian setback easement is controlled by the applicable bulk requirement of the Flood Hazard Overlay District. The riparian setback easement shall be fenced off during any construction on the property.

- *Not applicable.*

**4.3.8.3** To provide for the storage of snow, drainage areas or the conduct of irrigation waters. Snow storage areas shall be not less than twenty-five percent (25%) of parking, sidewalk and other circulation areas. No dimension of any snow storage area may be less than 10 feet. All snow storage areas shall be accessible and shall not be located over any above ground utilities, such as transformers.

- *Snow storage easements are depicted.*

#### **4.4 Blocks.**

**4.4.1. The length, width and shape of blocks shall be determined with due regard to adequate building sites suitable to the special needs of the type of use contemplated, the zoning requirements as to lot size and dimensions, the need for convenient access and safe circulation and the limitations and opportunities of topography.**

- *Not applicable.*

#### **4.5 Lots.**

**4.5.1 All lots shown on the subdivision plat must conform to the minimum standards for lots in the District in which the subdivision is planned. The City will generally not approve single-family residential lots larger than one-half acre (21,780 square feet). In the event a single-family residential lot greater than one-half acre is platted, irrigation shall be restricted to not more than one-half acre, pursuant to Idaho Code §42-111, and such restriction shall be included as a plat note. District regulations are found in the Zoning Ordinance.**

- *Proposed lots are condominium lots and not limited to a lot size, per IC §§55.1501 et seq.*

**4.5.1.1 If lots are more than double the minimum size required for the zoning district, the Developer may be required to arrange lots in anticipation of future resubdivision and provide for future streets where necessary to serve potential lots, unless the plat restricts further subdivision.**

- *Not applicable*

**4.5.2 Double frontage lots shall be prohibited except where unusual topography, a more integrated street plan, or other conditions make it undesirable to meet this requirement. Double frontage lots are those created by either public or private streets, but not by driveways or alleys. Subdivisions providing a platted parcel of 25 feet or more between any street right-of-way and any single row of lots shall not be considered to have platted double frontage lots. The 25-foot wide parcel provided must be landscaped to provide a buffer between the street and the lot(s).**

- *Not applicable*

**4.5.3 No unbuildable lots shall be platted. Platted areas that are not buildable shall be noted as such and designated as “parcels” on the plat. Green Space shall be clearly designated as such on the plat.**

- *Not applicable.*

**4.5.4 A single flag lot may be permitted at the sole discretion of the Hearing Examiner or Commission and Council, in which the “flagpole” projection is serving as a driveway as provided herein, providing connection to and frontage on a public or a private street. Once established, a flag lot may not be further subdivided, but a lot line adjustment of a flag lot is not considered a further subdivision. The “flagpole” portion of the lot shall be included in lot area, but shall not be considered in determining minimum lot width. The “flagpole” shall be of adequate width to accommodate a driveway as required by this ordinance, fire and other**

**applicable codes. Flag lots within the Townsite Overlay District are not allowed, except where parcels do not have street access, such as parcels adjacent to the ITD right-of-way.**

- *Not applicable.*

**4.5.5 All lots shall have frontage on a public or private street. No frontage width shall be less than the required width of a driveway as provided under Sections 4.1.11.1 and 4.5.4 of this Ordinance. Townhouse Sub-Lots are excluded from this requirement; provided, however, that Townhouse Developments shall have frontage on a street.**

- *Appropriate frontage is provided.*

**4.5.6 In the Townsite Overlay District, original Townsite lots shall be subdivided such that the new platted lots are oriented the same as the original lots, i.e. lots shall be subdivided in such a way as to maintain frontage on both the street and alley. Exceptions may be made for corner properties with historic structures.**

- *Not applicable.*

**4.6 Orderly Development.**

**4.6.1 Development of subdivisions shall be phased to avoid the extension of City services, roads and utilities through undeveloped land.**

- *Not applicable.*

**4.6.2 Developers requesting phased subdivisions shall enter into a phasing agreement with the City. Any phasing agreement shall be approved and executed by the Council and the Developer on or before the preliminary plat approval by the Council.**

- *Not applicable.*

**4.6.3 No subdivision shall be approved which affects the ability of political subdivisions of the state, including school districts, to deliver services without compromising quality of service delivery to current residents or imposing substantial additional public costs upon current residents, unless the Developer provides for the mitigation of the effects of subdivision. Such mitigation may include, but is not limited to the following:**

- **Provision of on-site or off-site street or intersection improvements.**
- **Provision of other off-site improvements.**
- **Dedications and/or public improvements on property frontages.**
- **Dedication or provision of parks or green space.**
- **Provision of public service facilities.**
- **Construction of flood control canals or devices.**
- **Provisions for ongoing maintenance.**

- *Not applicable.*

**4.6.4 When the Developer of Contiguous Parcels proposes to subdivide any portion of the Contiguous Parcels, an Area Development Plan shall be submitted and approved. The**

**Commission and Council shall evaluate the following basic site criteria and make appropriate findings of fact:**

- a) **Streets, whether public or private, shall provide an interconnected system and shall be adequate to accommodate anticipated vehicular and pedestrian traffic.**
- b) **Non-vehicular circulation routes shall provide safe pedestrian and bicycle ways and provide an interconnected system to streets, parks and green space, public lands, or other destinations.**
- c) **Water main lines and sewer main lines shall be designed in the most effective layout feasible.**
- d) **Other utilities including power, telephone, cable, and gas shall be designed in the most effective layout feasible.**
- e) **Park land shall be most appropriately located on the Contiguous Parcels.**
- f) **Grading and drainage shall be appropriate to the Contiguous Parcels.**
- g) **Development shall avoid easements and hazardous or sensitive natural resource areas.**

**The Commission and Council may require that any or all Contiguous Parcels be included in the subdivision.**

- *Not applicable*

#### **4.7 Perimeter Walls, Gates and Berms.**

**The City of Hailey shall not approve any residential subdivision application that includes any type of perimeter wall or gate that restricts access to the subdivision. This regulation does not prohibit fences on or around individual lots. The City shall also not allow any perimeter landscape berm more than 3' higher than the previously existing (original) grade.**

- *Not applicable.*

#### **4.8 Cuts, Fills, Grading and Drainage.**

**4.8.1 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 or vegetation. Fill within the floodplain shall comply with the requirements of the Flood Hazard Overlay District of the Zoning Ordinance.**

- *Not applicable.*

**4.8.1.1 A preliminary soil report prepared by a qualified engineer may be required by the Hearing Examiner or Commission and/or Council as part of the preliminary plat application.**

- *As the application is for condos within an existing building, no soil disturbance is proposed.*

**4.8.1.2 A preliminary grading plan prepared by a civil engineer may be required by the Hearing Examiner or Commission and/or the Council as part of the preliminary plat application, to contain the following information:**

**Proposed contours at a maximum of two (2) foot contour intervals;  
Cut and fill banks in pad elevations;  
Drainage patterns;  
Areas where trees and/or natural vegetation will be preserved;  
Location of all street and utility improvements including driveways to building envelopes; and  
Any other information which may reasonably be required by the Administrator, Hearing Examiner, Commission and/or Council.**

- *Not applicable*

**4.8.2 The proposed subdivision shall conform to the following design standards:**

**4.8.2.1 Grading shall be designed to blend with natural land forms 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.**

- *Not applicable*

**4.8.2.2 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 Green Space for the benefit of future property owners within the subdivision.**

- *Not applicable.*

**4.8.2.3 Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the Developer for Revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction, including temporary irrigation for a sufficient period to establish perennial vegetation. Until such time as the vegetation has been installed and established, the Developer shall maintain and protect all disturbed surfaces from erosion.**

- *Compliance with this requirement will be maintained.*

**4.8.2.4 Where cuts, fills or other excavation are necessary, the following development standards shall apply:**

**4.8.2.4.1 Fill areas for structures or roads shall be prepared by removing all organic material detrimental to proper compaction for soil stability.**

- *Not applicable.*

**4.8.2.4.2 Fill for structures or roads shall be compacted to at least 95 percent of maximum density as determined by American Association State Highway Transportation Officials (AASHTO) and American Society of Testing & Materials (ASTM).**

- *Not applicable.*

**4.8.2.4.3 Cut slopes shall be no steeper than two horizontal to one vertical. Subsurface drainage shall be provided as necessary for stability.**

- *Not applicable.*

**4.8.2.4.4 Fill slopes shall be no steeper than three horizontal to one vertical. Neither cut nor fill slopes shall be located on natural slopes of three to one or steeper, or where fill slope toes out within twelve (12) feet horizontally of the top of existing or planned cut slope.**

- *Not applicable.*

**4.8.2.4.5 Tops and toes of cut and fill slopes shall be set back from structures and property lines as necessary to accommodate drainage features and drainage structures.**

- *Not applicable.*

**4.8.2.5 The Developer shall provide storm sewers and/or drainage areas of adequate size and number to contain the runoff upon the property in conformance with the applicable Federal, State and local regulations. The Developer shall provide copies of state permits for shallow injection wells (drywells). Drainage plans shall be reviewed by Planning Staff and shall meet the approval of the City Engineer. Developer shall provide a copy of EPA's "NPDES General Permit for Stormwater Discharge from Construction Activity" for all construction activity affecting more than one acre.**

- *All above requirements have been met in previous construction of existing facilities.*

**4.10 Parks, Pathways and Other Green Spaces.**

**4.10.1 Parks and Pathways. Unless otherwise provided, every subdivision shall set aside a Park and/or Pathway(s) in accordance with standards set forth herein.**

**4.10.1.1 Parks. The Developer of any subdivision, or any part thereof, consisting of three (3) or more residential lots, including residential townhouse sub-lots and residential condominium units, without regard to the number of phases within the subdivision, shall set aside or acquire land area within, adjacent to or in the general vicinity of the subdivision for Parks. Parks shall be developed within the City of Hailey and set aside in accordance with the following formula:**

$$P = x \text{ multiplied by } .0277$$

**“P” is the Parks contribution in acres**

**“x” is the number of single family lots, residential townhouse sub-lots or residential condominium units contained within the plat. Where multi-family lots are being platted with no fixed number of units, “x” is maximum number of residential lots, sub-lots, and units possible within the subdivision based on current zoning regulations**

**In the event the subdivision is located in the Business (B), Limited Business (LB), Neighborhood Business (NB), or Transitional (TN) zoning districts, the area required for a Park shall be reduced by 75%, but in no event shall the area required for a Park/Cultural Space exceed 17.5% of the area of the lot(s) being developed.**

- *Not applicable.*

**4.10.1.2 Pathways. The Developer of any subdivision, or any part thereof, shall provide Pathways for all trails and paths identified in the Master Plan that are located on the property to be subdivided or on City property adjacent to the property to be subdivided, and sidewalks required by this ordinance.**

- *Not applicable.*

**Summary and Suggested Conditions**

The Commission shall review the proposed plat and continue the public hearing, approve, conditionally approve, or deny the preliminary plat. If approved, the plat application will be forwarded to the Council. If the Short Plat process is used, only the Final Plat is required for Council review.

The following conditions are suggested to be placed on any approval of this application:

- a) All Fire Department and Building Department requirements shall be met. Items to be completed at the applicant's sole expense include, but will not be limited to, the following requirements and improvements:
- b) All City infrastructure requirements shall be met as outlined in Section 5 of the Hailey Subdivision Ordinance. Detailed plans for all infrastructure to be installed or improved at or adjacent to the site shall be submitted for Department approval and shall meet City Standards where required. Infrastructure to be completed at the applicant's sole expense include, but will not be limited to, the following requirements and improvements:
- c) The final plat shall include plat notes # through # as stated on the approved preliminary plat [with the following amendments and additions: if applicable]
- d) Issuance of permits for the construction of buildings within the proposed subdivision shall be subject to Section 2.9 of the Subdivision Ordinance.
- e) All improvements and other requirements shall be completed and accepted, or surety provided pursuant to Sections 3.3.7 and 5.9.1 of the Subdivision Ordinance, prior to recordation of the final plat.
- f) The final plat must be submitted within one (1) calendar year from the date of approval of the preliminary plat, unless otherwise allowed for within a phasing agreement.
- g) Any subdivision inspection fees due shall be paid prior to recording the final plat.
- h) Any application development impact fees shall be paid prior to recording the final plat.
- i) The sidewalk adjacent to the building must be repaired according to City Standards, subject to an inspection by the City Engineer.

**Motion Language:**

Approval:

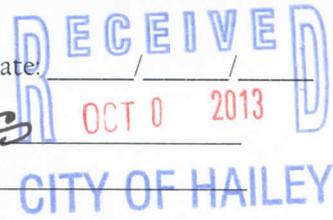
Motion to approve the Preliminary Plat for River Street Station Condominium, submitted by River Street Station, LLC and represented by Brian Yeager of Galena Engineering, finding that the application meets City Standards.

Denial:

Motion to deny \_\_\_\_\_ application for \_\_\_\_\_ located at \_\_\_\_\_ (street address), finding that \_\_\_\_\_ [the Commission should cite which standards are not met and provided the reason why each identified standard is not met].

Continuation:

Motion to continue the public hearing upon the \_\_\_\_\_ application for \_\_\_\_\_ to \_\_\_\_\_ [the Commission should specify a date].



City of Hailey - Subdivision Application PRELIMINARY PLAT

Submittal Date: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Proposed Name of Subdivision: RIVER STREET STATION CONDOMINIUMS

Street Address or General Location of Property: 515 N RIVER ST.

Legal Description of Property: LOT 1A, BLOCK 66, HAILEY TOWNSITE

Current Zoning of Property: B Total Area of Property: 0.16 AC. Number of Lots/Units: 5

Check the one box that applies:

- Regular Plat - 5 or more residential parcels, 3 or more non-residential parcels (Commission and Council Review).
- Short Plat - 4 or fewer residential parcels, 2 non-residential parcels, townhouse or condominium units in existing or approved structures, or lot line adjustment creating more than 1 lot in the Townsite Overlay District (Commission Review only).
- Lot Line Adjustment (Administrative Review).

Name of Owner of the Property: RIVERST STA., LLC (ANDY ANDREWS)

Mailing Address: PO BOX 1010 City: HAILEY State: ID Zip: 83333

Phone: 208 - 471 - 0475 Fax: \_\_\_\_\_ Cell: 208 - 471 - 0475

Email Address: aandkproperties@cox.net

Property Owner Consent:

By signature hereon, the property owner acknowledges that City officials and/or employees may, in the performance of their functions, enter upon the property to inspect, post legal notices, and/or other standard activities in the course of processing this application, pursuant to Idaho Code §67-6507. The property owner is also hereby notified that members of the Planning and Zoning Commission and City Council are required to generally disclose the content of any *ex parte* discussion (outside the hearing) with any person, including the property owner or representative, regarding this application.

Property Owner's Signature: Knowledge M. Johnson, GALENA ENG. REP. Date: 9 / 20 / 13

Name of individual to contact on behalf of Trust or LLC (if applicable): ANDY ANDREWS (SEE ABOVE)

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Cell: \_\_\_\_\_

Email Address: \_\_\_\_\_

Application Contact (if different than above): (ANDY ANDREWS AND/OR) BRIAN YEAGER, P.L.S.

\*\*Application Contact will be the Planning Department's primary contact for questions related to the application.

Mailing Address: 317 N RIVER ST GALENA ENG. City: HAILEY State: ID Zip: 83333

Phone: 208 - 788 - 1705 Fax: 208 - 788 - 4612 Cell: 208 - 787 - 1764

Email Address: \_\_\_\_\_

See attached checklist(s) for items that must be submitted with this application in order for application to be considered complete. See the Hailey Subdivision Ordinance for explanation of the review process.

Fees: Cost of additional noticing, recording fees, and other direct costs will also be assessed.

FOR CITY USE ONLY

Regular Plat \$1,250 + \$55/lot, sub-lot, or unit..... \$ \_\_\_\_\_

f w/ development agreement - fees for services rendered by City Attorney are billed @ \$125/hr

OR Short Plat \$300 / lot, sub-lot, or unit (not to exceed \$1,200)..... \$ \$1200-

OR Lot Line Adjustment \$240..... \$ \_\_\_\_\_

Publication:  Regular Plat \$40.00 x 4 OR \_\_\_\_\_ \$ \$80-

Short Plat \$40.00 x 2 OR  Lot Line Adjustment \$40

Mailing:  Regular Plat: (# of addresses \_\_\_\_\_) x 4 x (. \_\_\_\_\_ postage + .15 for paper, envelope & label) \_\_\_\_\_ \$ \$21.96

OR  Short Plat: (# of addresses 36) x 2 x (. 46 postage + .15 for paper, envelope & label)

OR  Lot Line Adjustment: (# of addresses \_\_\_\_\_) x (. \_\_\_\_\_ postage + .15 for paper, envelope & label)

DO NOT COUNT DUPLICATES OR CITY OF HAILEY

Total Due..... \$ \$1,301.96

PRELIMINARY PLAT CHECKLIST

City Use Only -

Project Name: River Street Station Condominiums Certified Compete by: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

The following items must be submitted with the application for the application to be considered complete (✓):

Names and address of all property owners within three hundred (300) feet of the exterior boundaries of the land being considered and easement holders within the subject property.

Six (6) 11" x 17" copies of large plat, One (1) if application is a Short Plat or Lot Line Adjustment

PDF files of all required documents and 11" x 17" plats

One (1) large plat, to scale, including:

\_\_\_\_ Location of subdivision as forming a part of some larger tract or parcel of land referred to in the records of the Blaine County Recorder.

\_\_\_\_ North point, scale and date.

\_\_\_\_ Zoning requested for each area if not already zoned, or if a zone change is requested.

\_\_\_\_ Zoning district(s) and boundaries, including any overlay district(s) and boundaries.

\_\_\_\_ Boundary lines of tract to be subdivided. If applicable, existing and proposed lines, easements or building envelopes to be adjusted.

\_\_\_\_ Proposed lot and block numbers.

\_\_\_\_ Size of each lot shown in both square feet and acres.

\_\_\_\_ Total land area of project.

existing plat.  Location of existing and proposed sanitary sewers, sewer services, storm drains, water supply mains, water services, fire hydrants and culverts within the property and immediately adjacent thereto.

\_\_\_\_ Location, widths and other dimensions of all existing or platted streets and other important features such as power lines, water courses, easements, topography, substantial vegetation, wetlands, flood-plain and flood-way areas, avalanche areas, buildings, structures, or any other man made features within, contiguous to, or in the general area of the property to be subdivided.

**\*\*Items Below Are *Generally Not Required* for Lot Line Adjustments:**

\_\_\_\_ Locations, widths and other dimensions of proposed streets, alleys, easements, parks, lots and open space.

\_\_\_\_ The plan and cross section of proposed streets and alleys showing widths of roadways, location of sidewalks, curb and gutter, location and species of street trees, drainage areas, parking areas, snow storage areas, and any other improvement proposed or require for the right-of-way.

\_\_\_\_ Proposed names of all the streets, whether new or continuous (new street names must not be the same or similar to any other street names used in Blaine County).

\_\_\_\_ Contour map at 1' or 2' contour interval to show the general topography of the tract.

\_\_\_\_ Parcel of land intended to be dedicated for required park space and proposed improvements thereon or written request to make voluntary cash contribution in-lieu of required park dedication and improvements.

\_\_\_\_ Parcel of land intended to be dedicated for public use or reserved for the use of all property owners with the purpose indicated and planned improvements to that parcel(s).

\_\_\_\_ Phasing Plan, *if applicable*, including:

\_\_\_\_ Numbers of lots in each phase.

\_\_\_\_ Deadline for completion of each phase.

\_\_\_\_ Infrastructure planned for completion with each phase.

\_\_\_\_ All other information pertinent to the completion of the development.

\_\_\_\_ Amenities to be constructed with each phase.

\_\_\_\_ Area Development Plan (if applicable).

\_\_\_\_ Community Housing Plan (if applicable).

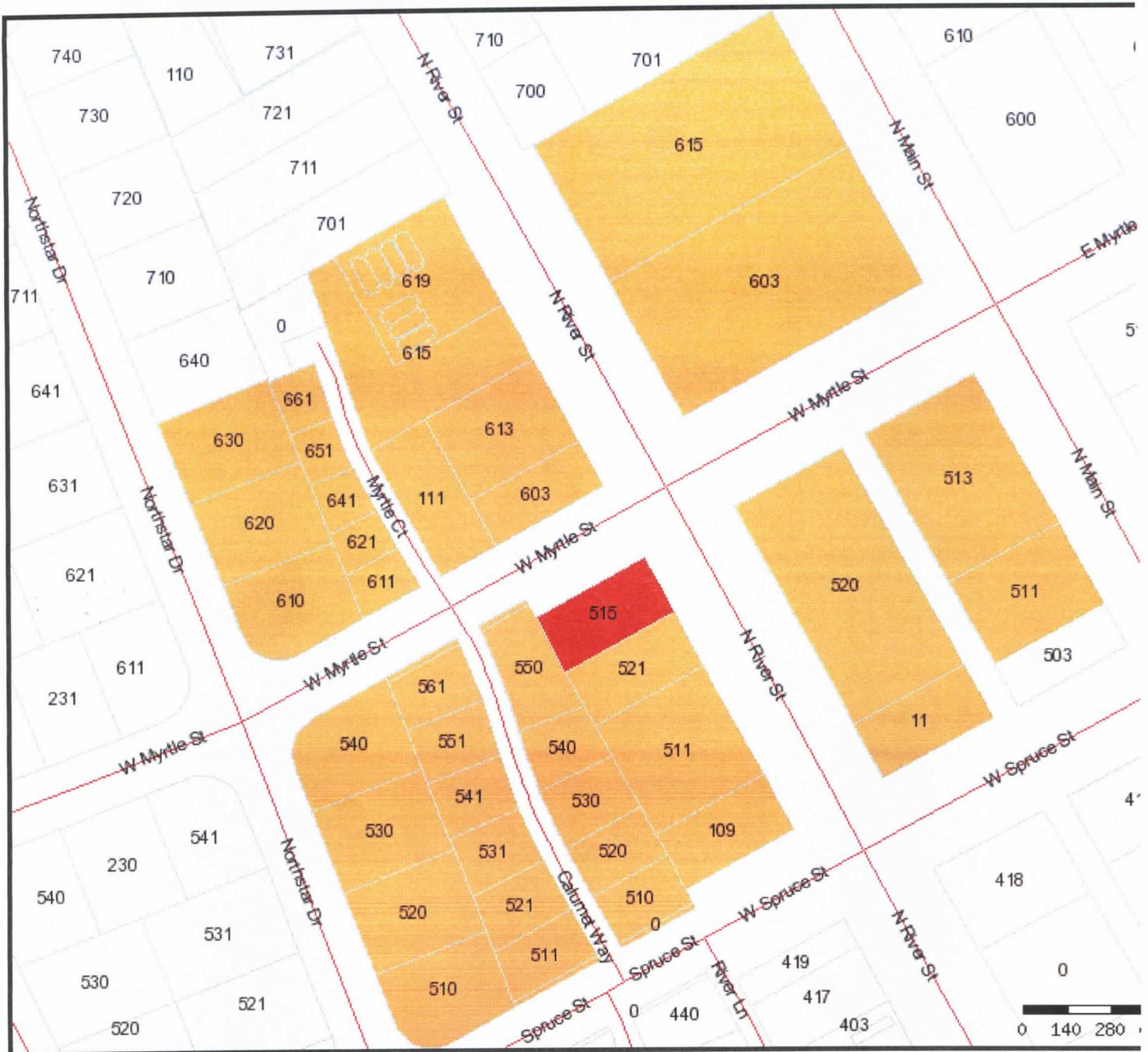
\_\_\_\_ Flood Hazard Development Permit if property is located within or partially within the floodplain (if applicable)

\_\_\_\_ Copy of draft CC&R's (if applicable).

\_\_\_\_ Other information as may be required by the Commission, Council, or Planner. This may include, but is not limited to impact assessment letters from various agencies. Information may also include any study or assessment reasonably required.

City Use Only: \_\_\_\_\_ Email PDF to Blaine County Assessor & City Engineer

\_\_\_\_\_ If located in Airport West, add *Engel Associates, 101 Bullion Street E, Ste 3C, Hailey, Idaho 83333* to mailing list.



300' ADJOINERS  
FOR

RIVER STREET STATION CONDOS  
HAILEY, ID. GAUENA ENG. 9/20/13



520 NORTHSTAR LLC  
PO BOX 2821  
HAILEY ID 83333-0000

BUTLER WILLIAM R BUTLER KATHLEEN  
M  
BOX 782  
KETCHUM ID 83340-0000

EVERGREEN VILLAS LLC  
BOX 915  
KETCHUM ID 83340-0000

GRAY JAMES EDWARD JR TRUSTEE  
JAMES EDWARD GRAY JR REV TRUST  
BOX 4932  
KETCHUM ID 83340-0000

HODGE MELANIE B TRUSTEE MELANIE  
B HODGE FAMILY TRUST  
PO BOX 3822  
KETCHUM ID 83340-0000

HUSBANDS HEIDI ANN HANSEN  
STEPHANIE ANNE  
661 W MYRTLE CT  
HAILEY ID 83333-8517

MAURER WILMA M TRUSTEE MAURER  
REVOCABLE TRUST  
PO BOX 3007  
HAILEY ID 83333-0000

NAPHEYS JEAN ANNE  
BOX 2468  
HAILEY ID 83333-0000

RICHMOND TOM W RICHMOND LINDA  
BOX 1105  
HAILEY ID 83333-0000

SCHOEN JEFFREY P SCHOEN PAMELA S  
2013 SUNRISE WAY  
POCATELLO ID 83201-0000

BOWMAN TOM LOUSEN PATTI  
242 MARIPOSA RD  
HAILEY ID 83333-0000

CPJ 521 NORTH RIVER L L C  
BOX 3798  
KETCHUM ID 83340-0000

FLOOD HEATHER F GROWTH TRUST  
FLOOD PETER H TRUSTEE  
BOX 229  
SUN VALLEY ID 83353-0000

HARRIGAN GARY G FAMILY TRUST  
1155 W 4TH ST #223  
RENO NV 89503-5149

HORVATH GEORGE STEVE TRUSTEE  
HORVATH 2002 REVOCABLE TRUST  
PO BOX 3336  
HAILEY ID 83333-0000

JOHNSON KEN TRUSTEE KEITH W CLINE  
FAMILY REVOCABLE TRUST  
C/O LEGACY FIDUCIARY SERVICES  
39 W PINE AVE STE 100

MC MURDO DELBERT R MC MURDO  
ANITA  
711 DEERFIELD DR  
HAILEY ID 83333-0000

NORTHSTAR TOWNHOMES LMT  
PTNSHIP  
BOX  
SUN VALLEY ID 83353-0000

RIVER STREET STATION LLC  
PO BOX 1010  
HAILEY ID 83333-0000

SEARS SEBASTIAN SEARS BRIGID M  
310 W CROY ST  
HAILEY ID 83333-0000

BROWNE FAMILY TRUST BROWNE  
RONALD  
102 MIZER GULCH RD  
HAILEY ID 83333-8607

DETRO BETH A TRUSTEE DETRO BETH A  
LIVING TRUST  
3465 LONG DR  
MINDEN NV 89423-7705

FOSTER MICHAEL J HERRERA KELLEY  
C/O KELLEY HERRERA  
561 CALUMET WAY  
HAILEY ID 83333-0000  
HERRERA MICHAEL A HERRERA KELLEY  
S

561 CALUMET WAY  
HAILEY ID 83333-0000

HOWARD MARY JAYNE  
C/O LARRY HOWARD  
PO BOX 3829  
HAILEY ID 83333-0000

LES SCHWAB TIRE CENTERS  
PO BOX 5350  
BEND OR 97708-5350

MIZUNO RIKO  
1850 BEL AIR  
LOS ANGELES CA 90077-0000

PETERSON CHRISTINE S  
350 DETROIT ST # 303  
DENVER CO 80206-0000

ROAD RUNNER HOSPITALITY L L C  
BOX 7120  
KETCHUM ID 83340-0000

SMITH SUMMER  
521 CALUMET WAY  
HAILEY ID 83333-5507

SUN VALLEY LAND COMPANY  
1032 IDAHO AVE  
BURLEY ID 83318-0000

WALKER JONATHAN E  
BOX 6480  
KETCHUM ID 83340-0000

TUFTIN DEAN TRUSTEE TUFTIN LESLIE  
TRUSTEE  
ATTN: BONNIE MC COY  
PO BOX 5350  
WHITCOMB OLIVER  
BOX 3476  
HAILEY ID 83333-0000

TWO VALLEYS LLC  
195 RIVER VISTA PL STE 304  
TWIN FALLS ID 83301-0000

WOOD RIVER ASSEMBLY OF GOD INC  
PO BOX 508  
HAILEY ID 83333-0000

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

KNEELAND, KORB, COLLIER & LEGG, PLLC  
Post Office Box 249  
Ketchum, Idaho 83340  
KKCL No. 8268-A

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(Space Above this Line for Recorder's Use)

**CONDOMINIUM DECLARATION  
FOR  
RIVER STREET STATION CONDOMINIUMS**

**ARTICLE I**

**RECITALS AND CERTAIN DEFINITIONS**

SECTION 1.1 The Declarant: The Real Property. River Street Station, LLC, an Idaho limited liability company, (the "Declarant"), is the owner of that certain real property described on Exhibit "A", attached hereto and by this reference made a part hereof, (the "Real Property").

SECTION 1.2 Intention of Declarant. Declarant intends to provide for condominium ownership of the Real Property under the Condominium Property Act of the State of Idaho.

SECTION 1.3 Development. The Real Property will initially contain five (5) commercial condominium units.

SECTION 1.4 The Project. The term "Project" shall collectively mean the Real Property condominium units and the building and other improvements located on the Real Property.

SECTION 1.5 Type of Ownership. This condominium project will provide a means for ownership in fee simple of separate interests in Units and co-ownership with others, as tenants in common, of Common Area, as those terms are herein defined.

**ARTICLE II**

**ADDITIONAL DEFINITIONS**

The following terms shall have the following meanings when used herein unless the context otherwise requires.

SECTION 2.1 Building. "Building" means the building constructed on the Real Property subject to this Declaration.

SECTION 2.2 Unit. "Unit" means the separate interest in a condominium as bounded by the interior surfaces of the perimeter walls, floors, ceilings, windows and doors thereof as shown and numbered on the Condominium Map to be filed for record, together with all fixtures and improvements therein contained. Notwithstanding such markings, the following are not a part of a Unit: bearing walls, columns, floors and roofs (except for the interior surface thereof, if a perimeter wall, floor or ceiling), foundations, shafts, central heating, air conditioning, reservoirs, tanks, pumps and other services used by more than one Unit, pipes, vents, ducts, flues, chutes, conduits, wires, and other utility installations, wherever located, except the outlets thereof when located within the Unit. The interior surfaces of a perimeter window or door means the points at which such surfaces are located when such windows or doors are closed; the physical windows and doors themselves are part of the Unit area, as herein defined. In case of combination of two or more adjoining Units, those portions of partition walls between Units which are from time to time used as door openings between such Units shall be deemed to be divided in half longitudinally, parallel to the partition wall, and each half shall constitute part of the Unit which it adjoins, as Limited Common Area appurtenant to such Unit.

SECTION 2.3 Common Area. "Common Area" means the entire Project excepting all Units.

SECTION 2.4 Limited Common Area. "Limited Common Area" means that Common Area designated herein for exclusive use by Owners of particular Condominiums, as those terms are herein defined.

SECTION 2.5 General Common Area. "General Common Area" means all Common Area excepting all Limited Common Area.

SECTION 2.6 Condominium. "Condominium" means a separate interest in a Unit together with an undivided interest in common in the Common Area (expressed as a percentage of the entire ownership interest in the Common Area) for purposes of tax assessment under Idaho Code Section 55-1514 and for purposes of liability under Idaho Code Section 55-1515, as set forth in Exhibit B attached hereto and by this reference made a part hereof.

SECTION 2.7 Owner. "Owner" means any person or entity, including Declarant, at any time owning a Condominium; the term "Owner" shall not refer to any Mortgagee, as herein defined, unless such Mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

SECTION 2.8 Mortgage. "Mortgage" means any mortgage, deed of trust, or other security instrument by which a Condominium or any part thereof is encumbered.

SECTION 2.9 Mortgagee. "Mortgagee" means any person, or any successor to the interest

of such person named as the mortgagee, trust beneficiary or creditor under any mortgage, as mortgage is defined in Article II, Section 2.8, under which the interest of any Owner, or successor to the interest of such Owner, is encumbered.

SECTION 2.10 Association. "Association" means River Street Station Condominiums Association, Inc., an Idaho corporation, not for profit, its successors and assigns, organized as provided herein.

SECTION 2.11 Condominium Map. "Condominium Map" means the Condominium Map for River Street Station Condominiums and amendments thereto to be filed for record in the office of the County Recorder of Blaine County, Idaho, consisting of a plat or survey map of the surface of the ground of the Real Property showing a survey and legal description thereof, the location of the Building with respect to the boundaries of the Real Property, together with diagrammatic floor plans of Building showing the boundaries of each Unit within the Building, including horizontal and vertical locations and dimensions of all boundaries of each Unit, Unit number identifying the Units, together with such other information as may be included thereon in the discretion of the Declarant.

### **ARTICLE III**

#### **STATEMENT OF INTENTION AND PURPOSE**

Declarant hereby declares that the Project and every part thereof, is held and shall be held, conveyed, devised, leased, rented, encumbered, used, occupied and improved and otherwise affected in any manner subject to the provisions of this Declaration, each and all of which provisions are hereby declared to be in furtherance of the general plan and scheme of condominium ownership referred to in Article I and are further declared to be for the benefit of the Project and every part thereof and for the benefit of each Owner. All provisions hereof shall be deemed to run with the land as covenants running with the land or as equitable servitude as the case may be, and shall constitute benefits and burdens to the Declarant and his assigns and to all persons hereafter acquiring or owning any interest in the Project, however such interest may be obtained.

### **ARTICLE IV**

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

SECTION 4.1 Estates of an Owner. The Project is hereby divided into Condominiums each consisting of a separate interest in a Unit and an undivided interest in common in the Common Area in accordance with the attached Exhibit B setting forth the Common Area appurtenant to each Unit. The percentage of ownership interest in the Common Area which is to be allocated to each Unit for purposes of tax assessment under Section 55-1514 of the Idaho Code and for purposes of liability as provided by Section 55-1515 of such Code shall be the same as set forth in Exhibit B. Exhibit B also contains a legal description of each Unit in the Project, consisting of the identifying number of such Unit as shown on the Condominium Map. Such undivided interests in the Common

Area are hereby declared to be appurtenant to the respective Units.

SECTION 4.2 Limited Common Area. "Limited Common Area" shall be used in connection with such Unit to the exclusion of the use thereof by the other Owners of Common Area except by invitation.

SECTION 4.3 Right to Combine Units. Declarant reserves the right to combine physically the area or space of one Unit with the area or space of one or more adjoining Units. Such combination shall not prevent separate ownership of such Condominiums in the future. Declarant reserves the right to designate and convey to any purchaser of such combined Units as additional Limited Common Area any walls, floors or other structural separations between Units so combined, or any space which would be occupied by such structural separations but for the combination of the Units. Such structural separations and such space shall automatically become General Common Area if the combined Units become subject to separate ownership in the future.

SECTION 4.4 Title. Title to a Condominium may be held or owned by any entity and in any manner in which title to any other real property may be held or owned in the State of Idaho.

SECTION 4.5 Inseparability. No part of a Condominium may be separated from any other part thereof during the period of Condominium ownership prescribed herein, so that each Unit and the undivided interest in the Common Area appurtenant to such Unit shall always be conveyed, devised, encumbered, and otherwise affected only as a complete Condominium. Every gift, devise, bequest, transfer, encumbrance, conveyance or other disposition of a Condominium or any part thereof shall be presumed to be a gift, devise, bequest, transfer, encumbrance, or conveyance, respectively, of the entire Condominium; together with all appurtenant rights created by law or by this Declaration.

SECTION 4.6 Partition Not Permitted. The Common Area shall be owned in common by all Owners of Condominiums, and no Owner may bring any action for partition thereof.

SECTION 4.7 Owner's Right to Common Area. Subject to the limitations contained in this Declaration, each Owner shall have the non-exclusive right to use and enjoy the General Common Area, and shall have the exclusive right to use and enjoy the Limited Common Area designated herein for exclusive use by such Owner.

SECTION 4.8 Taxes and Assessments. Each Owner shall execute such instruments and take such actions as may be reasonably specified by the Association to obtain separate real property tax assessments of the interest of each Owner in each Condominium. If any taxes or special district or other assessments may, in the opinion of the Association, nevertheless be a lien on the Project or any part thereof, the Association shall pay the same and assess the same to the Owner or Owners responsible therefor. Each Owner shall pay the taxes or assessments assessed against his or her Condominium, or interest therein, or his or her interest in the Common Area, or any part of any or all of the foregoing. Each Owner shall pay taxes, rates, impositions and assessments levied against the Project or any part of the Common Area in proportion to his or her interest in the Common Area,

such payment to be made to the Association at least thirty (30) days prior to the delinquency of such tax or assessment. Each such unpaid tax or assessment shall bear interest at the legal rate from and after the time the same becomes payable by each Owner and shall be secured by the lien created by Section 9.6 hereof.

SECTION 4.9 Owner's Rights with Respect to Interiors. Each Owner shall have the exclusive right to paint, repaint, tile, wax, paper or otherwise maintain, refinish and decorate the interior surfaces of the walls, ceilings, floors, windows, and doors forming the boundaries of his or her Unit.

SECTION 4.10 Easements for Encroachments. If any part of the Common Area encroaches or shall hereinafter encroach upon a Unit or Units, an easement for such encroachment and for the maintenance of the same shall and does exist. If any part of a Unit encroaches or shall hereafter encroach upon the Common Area, or upon an adjoining Unit or Units, an easement for such encroachment and for the maintenance of the same shall and does exist. Such encroachments shall not be considered to be encumbrances whether on the Common Area or the Units. Encroachments referred to herein include, but are not limited to, encroachments caused by settling, rising or shifting of the earth, or by changes in position caused by repair or reconstruction of the Project or any part thereof.

SECTION 4.11 Easements of Access for Repair, Maintenance and Emergencies. Some of the Common Area is or may be located within the Units or may be conveniently accessible only through the Units. The Owners of other Units shall have the irrevocable right, to be exercised by the Association as their agent, to have access to each Unit and to all Common Area from time to time during such reasonable hours as may be necessary for the maintenance, repair or replacement of any of the Common Area located therein or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the Common Area or to another Unit or Units. The Association shall also have such right independent of any agency relationship. Damage to the interior of any part of a Unit or Units resulting from the maintenance, repair, emergency repair or replacement of any of the Common Area as a result of emergency repairs within another Unit at the instance of the Association or of Owners shall be an expense of all of the Owners; provided, however, that if such damage is the result of negligence of the Owner of a Unit, then such Owner shall be financially responsible for all of such damage. Such damage shall be repaired and the property shall be restored substantially to the same condition as existed prior to damage. Amounts owing by Owners pursuant thereto shall be collected by the Association by assessment pursuant to Article IX below.

SECTION 4.12 Owner's Right to Ingress and Egress and Support. Each Owner shall have the right to ingress and egress over, upon and across the Common Area necessary for access to his or her Unit and to the Limited Common Area designated for use in connection with his or her Unit, and shall have the right to the horizontal and lateral support of his or her Unit, and such rights shall be appurtenant to and pass with the title to each Condominium.

SECTION 4.13 Association's Right to Use Common Area. The Association shall have a

non-exclusive easement to make such use of the Common Area as may be necessary or appropriate to perform the duties and functions which it is obligated or permitted to perform pursuant to this Declaration, including the right to construct and maintain in the General Common Area maintenance and storage facilities for use by the Association.

SECTION 4.14 Declarant's Right Incident to Construction. Declarant and persons it shall select, shall have the right to ingress and egress over, upon and across the Common Area, the right to store materials thereon and to make such other use thereof as may be reasonably necessary or incident to complete development of the Project.

SECTION 4.15 Easements Deemed Created. All conveyances of Condominiums hereafter made, whether by the Declarant or otherwise, shall be construed to grant and reserve such reciprocal easements as shall give effect to Sections 4.10, 4.11, 4.12 and 4.13 above, even though no specific reference to such easements or to those Sections appears in any such conveyance.

## ARTICLE V

### DESCRIPTION OF A CONDOMINIUM

Every contract for the sale of a Condominium and every other instrument affecting title to a Condominium may describe that Condominium by the number shown on the Condominium Map with the appropriate reference to the Condominium Map and to this Declaration as each appears on the records of the County Recorder of Blaine County, Idaho, in the following fashion:

"Condominium Unit \_\_\_\_\_ as shown on the Condominium Map for River Street Station Condominiums appearing in the records of Blaine County, Idaho, as Instrument No. \_\_\_\_\_, and as defined and described in that Condominium Declaration for River Street Station Condominiums, recorded in the records of Blaine County, Idaho, as Instrument No. \_\_\_\_\_.

Such description will be construed to describe the Unit, together with the appurtenant undivided interest in the Common Area, and to incorporate all the rights incident to ownership of a Condominium and all the limitations on such ownership as described in this Declaration.

## ARTICLE VI

### MECHANIC'S LIEN RIGHTS

No labor performed or services or materials furnished with the consent of or at the request of an Owner or his or her agent or his or her contractor or subcontractor shall be the basis for the filing of a lien against the Condominium of any other Owner, or against any part thereof, or against any other property or any other Owner, unless such other Owner has expressly consented to or requested the performance of such labor or furnishing of such materials or services. Such express consent shall be deemed to have been given by the Owner of any Condominium in the case of

emergency repairs thereto. Labor performed or services or materials furnished for the Project, if duly authorized by the Association, shall be deemed to be performed or furnished with the express consent of each Owner. Any Owner may remove his or her Condominium from a lien against two or more Condominiums or any part thereof by payment to the holder of the lien of the fraction of the total sum secured by such lien which is attributable to his or her Condominium.

## ARTICLE VII

### THE ASSOCIATION

SECTION 7.1 Membership. A certified copy of the Articles of Incorporation and a copy of the By-Laws of the Association are attached hereto as Exhibits C and D, respectively, and hereby made a part of this Declaration. Every Owner shall be entitled and required to be a member of the Association. If title to a Condominium is held by more than one person, the membership related to that Condominium shall be shared by all such persons in the same proportionate interests and by the same type of tenancy in which the title to the Condominium is held. An Owner shall be entitled to one membership for each Condominium owned by him or her. No person or entity other than an Owner may be a member of the Association, and the Articles of Incorporation or Bylaws of the Association state that the memberships in the Association may not be transferred except in connection with the transfer of a Condominium, provided, however, that the rights of membership may be assigned to a Mortgagee as further security for a loan secured by a lien on a Condominium.

SECTION 7.2 Voting Rights. The Association shall have (2) classes of voting membership:

Class A. Class A members shall be all owners, with the exception of Declarant, and shall be entitled to one (1) vote for each percentage point or part thereof of common area owned as set forth on the attached Exhibit B for each Condominium owned. When more than one (1) person holds an interest in any Condominium, all such persons shall be members. The vote for such Condominium shall be exercised as they among themselves determine, but shall be cast in the aggregate common area percentage for the unit as set forth on the attached Exhibit B.

Class B. Class B member(s) shall be Declarant and shall be entitled to three (3) votes for each percentage point or part thereof of common area owned as set forth on attached Exhibit B for each Condominium owned. The Class B membership shall cease and be converted to Class A membership on the happening of the earliest of the following to occur:

(a) when the total votes outstanding in the Class A membership equal or are greater to the total votes outstanding in the Class B membership, or

(b) on January 1, 2018.

SECTION 7.3 Transfer. Except as otherwise expressly stated herein, any of the rights, interests and obligations of the Association set forth herein or reserved herein may be transferred

or assigned to any other person or entity; provided, however, that no such transfer or assignment shall relieve the Association of any of the obligations set forth herein. Any such transfer or assignment shall not revoke or change any of the rights or obligations of any Owners as set forth herein.

SECTION 7.4 Amplification. The provisions of this Article are amplified by the Articles of Incorporation of the Association and by the By-Laws of the Association; provided, however, that no present or future provision of such Articles of Incorporation or By-Laws shall substantially alter or amend any of the rights or obligations of the Owners set forth herein.

## **ARTICLE VIII**

### CERTAIN RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

SECTION 8.1 The Management Body. The Association may designate a "Management Body" as provided by I.C. §55-1503(f); and in the event a Management Body is designated it shall administer the Project in accordance with the Condominium Property Act, this Declaration, the Articles of Incorporation and By-Laws of the Association.

SECTION 8.2 The Common Area. The Association, subject to the rights of the Owners set forth in Article IV hereof, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair; however, each Owner of a Condominium Unit shall keep the Limited Common Area designated for use in connection with his or her Unit in a clean, sanitary and attractive condition, and shall maintain and repair the Limited Common Area and the allocated Basement Common Area in a first class manner, and shall maintain and repair the heating equipment and the water heater servicing his or her Unit exclusively. The Association shall be responsible for the maintenance and repair of exterior surfaces of the Building and improvements located on the Project, including without limitation, the painting of the same as often as necessary, and replacement of trim and caulking, the maintenance and repair of roofs, the maintenance and repair of other Common Area, including utility lines, areas for access to any automobile parking constituting part of the Condominium project and all other improvements or materials located within or used in connection with the Common Area. The Association shall maintain in a proper, first class manner, all landscaping and natural vegetation constituting part of the Common Area, including assuring the preservation of good visual continuity between landscaped areas and natural vegetation. The specification of duties of the Association with respect to particular Common Area shall not be construed to limit its duties with respect to other Common Area, as set forth in the first sentence of this Section. The cost of such management, maintenance and repair by the Association shall be borne as provided in Article IX.

The Association shall have the right to grant easements for utility and/or access purposes over, upon, across, under or through any portion of the Common Area, and each Owner hereby irrevocably appoints the Association as attorney-in-fact for such purpose.

SECTION 8.3 Miscellaneous Services. The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Project, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Project or the enforcement of this Declaration. The Association may arrange with others to furnish electrical, water, sewer, trash collection services, and other common services to each Unit.

SECTION 8.4 Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all of the Owners tangible and intangible personal property and hold for the use and benefit of all of the Owners tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be deemed to be owned by the Owners in the same proportion as their respective interests in the Common Area as set forth in Exhibit B attached hereto. Such interest shall not be transferable except with the transfer of a Condominium. A transfer of a Condominium shall transfer to the transferee ownership of the transferor's beneficial interest in such property without any reference thereto. Each Owner may use such property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of other Owners. The transfer of title to a Condominium under the foreclosure shall entitle the purchaser to the interest in such personal property associated with the foreclosed Condominium.

SECTION 8.5 Rules and Regulations. The Association may make reasonable rules and regulations governing the use of the Units and of the Common Area, which rules and regulations shall be consistent with the rights and duties established in this Declaration. The Association Rules shall, inter alia, govern the use of the Common Area by all Owners and tenants, and their respective family members, guests or invitees. A copy of the Rules as adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner and a copy shall be posted in a conspicuous place within the Project.

In addition to any other enforcement rights described in this Declaration and the Bylaws, or authorized by law and subject to any restrictions on the Association's enforcement rights, including any due process requirements, imposed by this Declaration, the Bylaws, or by law, the Association may take any of the following actions against any person or entity whose act or failure to act violates or threatens to violate any provision of this Declaration, the Bylaws, or Association Rules:

- (a) impose monetary penalties, including late charges and interest,
- (b) suspend voting rights in the Association,
- (c) suspend use privileges for the Common Area, and
- (d) commence a legal action for damages, injunctive relief, or both.

The determination of whether to impose any of the foregoing sanctions shall be within the sole discretion of the Association. Any legal action may be brought in the name of the Association on its own behalf and on behalf of any Owner who consents, and the prevailing party in any such action shall be entitled to recover costs and reasonable attorneys' fees. The Association may take more than one of the foregoing enforcement actions against any one violation or threatened violation, provided that a suspension of use privileges shall not exceed thirty (30) days (unless suspension is for delinquent assessments) and a monetary penalty shall not exceed \$1,000.00 (excluding late charges imposed for delinquent assessments) for any one violation. The Association, in its sole discretion, may resolve or settle any dispute, including any legal action, under such terms and conditions as it considers appropriate.

Amounts owing by Owners pursuant to this Section may be collected by the Association by assessment pursuant to Article IX below.

An Owner shall be given fifteen (15) days prior written notice before the imposition of any disciplinary action and the reasons for such action. The notice shall be hand delivered, or mailed certified, return receipt requested, to the Owner's last known address. The Owner shall have the opportunity to be heard, orally or in writing, by a majority of the Board of Directors not less than five (5) days before the imposition of the penalty.

The Association may not cause a forfeiture or abridgment of an Owner's right to the full use and enjoyment of his or her Unit except by judgment of a court or a decision arising out arbitration or on account of a foreclosure or sale under power of sale for failure of the Owner to pay assessments duly levied by the Association.

SECTION 8.6 Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or by law, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

## **ARTICLE IX**

### **ASSESSMENTS**

SECTION 9.1 Agreement to Pay Assessment. Declarant, for each Condominium owned by it within the Project, and for and as the Owner of the Project and every part thereof, hereby covenants, and each Owner of any Condominium by the acceptance of a deed therefor, whether or not it be so expressed in the deed, shall be deemed to covenant and agree with each other and with the Association to pay to the Association periodic assessments made by the Association for the purposes provided in this Declaration, and special assessments for capital improvements and other matters as provided in this Declaration. Such assessments shall be fixed, established and collected from time to time in the manner provided in this Article.

SECTION 9.2 Amount of Total Periodic Assessments. The total periodic assessments

against all Condominiums shall be based upon advance estimates of cash requirements by the Association to provide for the payment of all estimated expenses growing out of or connected with the maintenance, repair and operation of the Common Area or furnishing electrical, water, sewer and trash collection and services, and other common services, to each Unit, which estimates may include, among other things, expenses of management; taxes and special assessments, until the Condominiums are separately assessed as provided herein; premiums for all insurance which the Association is required or permitted to maintain pursuant hereto; landscaping and care of grounds; common lighting and heating; water charges; trash collection; sewer service charges, repairs and maintenance; wages for Association employees; legal and accounting fees; any deficit remaining from a previous period; the creation of a reasonable contingency reserve, surplus and/or sinking funds; and any other expenses and liabilities which may be incurred by the Association for the benefit of the Owners under or by reason of this Declaration.

SECTION 9.3 Apportionment of Periodic Assessments. Expenses attributable to the Common Area maintenance and repair of the exterior of the building, roof, landscaping, hallways and stairways, together with water and sewer charges and trash collection shall be apportioned among all Owners in proportion to the interest in the Common Area owned by each as set forth in Exhibit B attached hereto. Expenses attributable to Limited Common Area shall be the responsibility of the Unit Owner that has exclusive use thereof.

SECTION 9.4 Notice of Periodic Assessments and Time for Payment Thereof. The Association shall make periodic assessments, which assessments shall be annually, quarterly or monthly as the Association shall from time to time determine. The Association may, in its discretion, allow assessments to be paid in installments. Written notice of assessment shall be given to each Owner, which notice shall specify the amount of the assessment and the date or dates of payment of the same. No payment shall be due less than fifteen (15) days after the said written notice has been given. Each periodic assessment shall bear interest at the legal rate from the date it becomes due and payable if not paid within thirty (30) days after such date. Failure of the Association to give timely notice of any assessment as provided herein shall not affect the liability of the Owner of any Condominium for such assessment, but the date when payment shall become due in such a case shall be deferred to a date fifteen (15) days after such notice shall have been given.

SECTION 9.5 Special Assessments for Capital Improvement. In addition to the annual assessments authorized by this Article, the Association may levy at any time a special assessment, payable over such a period as the Association may determine for the purpose of defraying in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the Project or any part thereof, or for any other expense incurred or to be incurred as provided in this Declaration. This Section shall not be construed as an independent source of authority for the Association to incur expenses, but shall be construed to prescribe the manner of assessing for expenses authorized by other Sections hereof which shall make specific reference to this Article. Any amounts assessed pursuant hereto shall be assessed to Owners in proportion to the interest in the Common Area owned by each as set forth in Exhibit B attached hereto. Notice in writing of the amount of such special assessments and the time for payment thereof shall be given promptly to the

Owners, and no payment shall be due less than thirty (30) days after such notice shall have been given. A special assessment shall bear interest at the legal rate from the date it becomes due and payable if not paid within thirty (30) days after such date.

**SECTION 9.6 Lien for Assessments.** All sums assessed to any Condominium pursuant to this Article, together with interest thereon as provided herein, shall be secured by a lien on such Condominium in favor of the Association upon recordation of a notice of assessment as herein provided. Such lien shall be superior to all other liens and encumbrances on such Condominium except only for: (a) valid tax and special assessment liens on the Condominium in favor of any governmental assessing authority; (b) a lien for all sums unpaid on a first Mortgage, or on any Mortgage to Declarant, duly recorded in Blaine County, Idaho real estate records, including all unpaid obligatory advances to be made pursuant to such Mortgage and all amounts advanced pursuant to such Mortgage and secured by the lien thereof in accordance with the terms of such instrument; and (c) labor or materialmen's liens to the extent required by law. All other lienors acquiring liens on any Condominium after this Declaration shall have been recorded in said records shall be deemed to consent that such liens shall be inferior to future liens for assessments as provided herein, whether or not such consent be specifically set forth in the instruments creating such liens.

To create a lien for sums assessed pursuant to this Article, the Association may prepare a written notice of assessment setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the record owner of the Condominium and a description of the Condominium. Such a notice shall be signed by the Association and may be recorded in the office of the County Recorder of Blaine County, Idaho. No notice of assessment shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by sale by the Association after failure of the Owner to pay such an assessment in accordance with its terms, such sale to be conducted in the manner permitted by law in Idaho for the exercise of power of sale in deeds of trust or in any other manner permitted by law. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceeding, the costs and expenses of filing the notice of assessment and all reasonable attorney's fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Condominium which shall become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the same as the Owner thereof.

A further notice stating the satisfaction and release of any such lien shall be executed by the Association and recorded in the Blaine County, Idaho real estate records, upon payment of all sums secured by a lien which has been made the subject of a recorded notice of assessment.

Any encumbrancer holding a lien on a Condominium may pay, but shall not be required to pay, any amounts secured by the lien created by this Section, and upon such payment such encumbrancer shall be subrogated to all rights of the Association with respect to such lien, including priority.

Unless sooner satisfied and released or the enforcement thereof initiated as provided earlier in this Section, any lien created pursuant to this Section shall expire and be of no further force or effect one year from the date of recordation of said notice of assessment, provided, however, that said one year period may be extended by the Association for a period not to exceed one additional year by a written extension signed by the Association and recorded in the office of the County Recorder of Blaine County, Idaho, prior to expiration of said first one year period.

**SECTION 9.7 Personal Obligation of Owner.** The amount of any periodic or special assessment against any Condominium shall be the personal obligation of the Owner thereof to the Association. Suit to recover a money judgment for such personal obligation shall be maintainable by the Association without foreclosing or waiving the lien securing the same. No Owner may avoid or diminish such personal obligation by waiver of the use and enjoyment of any of the Common Area or by abandonment of his or her Condominium.

**SECTION 9.8 Statement of Account.** Upon payment of a reasonable fee not to exceed \$50.00 and upon written request of any Owner or any Mortgagee, prospective Mortgagee or prospective purchaser of a Condominium, the Association shall issue a written statement setting forth the amount of the unpaid assessments, if any, with respect to such Condominium, the amount of the current periodic assessment and the date that such assessment becomes or became due, credit for advanced payments or prepaid items, including, but not limited to, an Owner's share of prepaid insurance premiums, which statement shall be conclusive upon the Association in favor of persons who rely thereon in good faith. Unless such request for a statement of account shall be complied with within twenty (20) days, all unpaid assessments which became due prior to the date of making such request, shall be subordinate to the lien of a Mortgagee which acquired its interest subsequent to requesting such statement. Where a prospective purchaser makes such request, both the lien for such unpaid assessments and the personal obligation of the purchaser shall be released automatically if the statement is not furnished within the twenty (20) day period provided herein and thereafter an additional written request is made by such purchaser and is not complied with within ten (10) days, and the purchaser subsequently acquires the Condominium.

**SECTION 9.9 Personal Liability of Purchaser for Assessments.** Subject to the provisions of Section 9.8, a purchaser of a Condominium shall be jointly and severally liable with the seller for all unpaid assessments against the Condominium up to the time of the grant or conveyance, without prejudice to the purchaser's right to recover from the seller the amount paid by the purchaser for such assessments.

## **ARTICLE X**

### **USE OF CONDOMINIUMS**

**SECTION 10.1 Use.** The use of Condominium Units is limited to those uses permitted by the City of Hailey Zoning Ordinance. Lease or rental of a Condominium shall not be considered to be a violation of this covenant. However, any lease or rental agreement shall be in writing and any

tenant shall abide by and be subject to all provisions of this Declaration, the Articles, the Bylaws, and the Association rules and any lease or rental agreement must specify that failure to abide by such provisions shall be a default under the lease or rental agreement. Failure by Owner to take legal action, including the institution of proceedings of Unlawful Detainer against his or her lessee who is in violation of this Declaration, the Articles, the Bylaws or the Association Rules within ten (10) days after receipt of written demand so to do from the Board, shall entitle the Association, through the Board, to take any and all such action, including the institution of proceedings in Unlawful Detainer on behalf of such Owner against his or her lessee. Any expenses incurred by the Association, including attorneys' fees and costs of suit, shall be paid by such Owner.

SECTION 10.2 Use of Common Area. There shall be no obstruction of the Common Area, nor shall anything be stored on any part of the Common Area, without the prior written consent of the Association. Nothing shall be altered on, constructed in, or removed from the Common Area except upon the prior written consent of the Association.

SECTION 10.3 Prohibition of Damage and Certain Activities. Nothing shall be done or kept in any Unit or in the Common Area or any part thereof which would result in the cancellation of the insurance on the Project or any part thereof or increase the rate of the insurance on the Project or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Association. Nothing shall be done or kept in any Unit or in the Common Area or any part thereof which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Area or any part thereof, shall be committed by any Owner or any invitee of an Owner, and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by him/her or his/her invitees. No noxious, destructive or offensive activity shall be carried on in any Unit or in the Common Area or any part thereof, nor shall anything be done therein which may be or may become an annoyance or nuisance to any other Owner or to any person at any time lawfully residing in the Project.

SECTION 10.4 Animals. The Association may, by rules or regulations, prohibit or limit the keeping of animals, livestock, or poultry in any Unit or on the Common Area or any part thereof.

SECTION 10.5 Rules and Regulations. No Owner shall violate the rules and regulations for the use of the Units and of the Common Area as adopted from time to time by the Association. The Association may impose its enforcement rights as provided by Section 8.5 hereinabove for violation of its Rules and Regulations.

SECTION 10.6 Maintenance of Interiors. Each Owner shall keep the interior of his or her Unit, including, without limitation, interior walls, windows, glass ceilings, floors and permanent fixtures and appurtenances thereto, in a clean, sanitary and attractive condition, and good state of repair, and shall keep the Limited Common Area designated for use in connection with his or her Unit in a clean, sanitary and attractive condition, and shall keep the heating equipment and water heater serving his or her Unit exclusively in a good state of maintenance and repair.

SECTION 10.7 Structural Alterations. No structural alterations to any Unit shall be made, and no plumbing, electrical or similar work within the Common Area shall be done, by any Owner without the prior written consent of the Association, except that an Owner may do such work as may be appropriate to maintain and repair Limited Common Area appurtenant to such Owner's Unit.

SECTION 10.8 Offensive Conduct; Nuisances. No noxious or offensive activities, including but not limited to, repair of automobiles or other motorized vehicles, shall be conducted within the Project. Nothing shall be done on or within the Project that may be or may become an annoyance or nuisance to the occupants of the Project, or that in any way interferes with the quiet enjoyment of occupants of units.

SECTION 10.9 Parking Restrictions. Each Condominium Unit shall have designated parking spaces assigned to the Unit, and designated parking shall be reflected in any lease of the Unit. Unless otherwise permitted by the Board, no automobile shall be parked or left within the project other than within an assigned or appurtenant parking stall or space. No boat, trailer, recreational vehicle or camper, shall be parked or left within the Project.

SECTION 10.10 Signs. No sign of any kind shall be displayed to the public view on or from any unit or within the Common Area or Limited Common Area without the approval of the Association, except such signs as may be used by the Declarant or its designees for the purpose of developing, selling and improving condominiums within the development for a period of time not to exceed the date on which the last condominium is sold by Declarant or five (5) years from the date of recordation of this Declaration, whichever is sooner. In exercising its rights under this Section, Declarant shall not unreasonably interfere with the use of the Common Area by any Owner. However, one sign of customary and reasonable dimensions advertising a condominium for sale or for rent may be placed within that portion of the Common Area as designated by the Board for such purpose or elsewhere and the location and design thereof shall be subject to approval by the Association.

SECTION 10.11 Antennae and External Fixtures. No television or radio poles, antennae, flag poles, clotheslines, or other external fixtures other than those originally installed by Declarant shall be constructed, erected or maintained on or within the Common Area. No wiring, insulation, air-conditioning, or other machinery or equipment other than that originally installed by Declarant shall be constructed, erected or maintained on or within the Common Area.

SECTION 10.12 Trash Disposal. Trash, garbage or other waste shall be kept only in sanitary containers. No Owner shall permit or cause any trash or refuse to be kept on any portion of the Project other than in the receptacles customarily used for it, which shall be located only in places specifically designated for such purpose except on the scheduled day for trash pickup.

## ARTICLE XI

### INSURANCE

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SECTION 11.1 Types of Insurance. The Association shall obtain and keep in full force and effect at all times the following insurance coverage provided by companies duly authorized to do business in Idaho. The provisions of this Article shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage, in addition to any insurance coverage required hereunder, in such amounts and in such forms as the Association may deem appropriate from time to time.

11.1.1 Casualty Insurance. The Association shall obtain insurance on the Project in such amounts as shall provide for full replacement thereof in the event of damage or destruction from the casualty against which such insurance is obtained, all in the manner in which a corporation owning similar mixed use buildings in the vicinity of the Project would, in the exercise of prudent business judgment, obtain such insurance. Such insurance shall include fire and extended coverage, vandalism and malicious mischief, war risk insurance if available and if deemed appropriate by the Association, and such other risks and hazards against which the Association shall deem it appropriate to provide insurance protection. The Association may comply with the above requirements by the purchase of blanket coverage and may elect such "deductible" provisions as in the Association's opinion are consistent with good business practice.

11.1.2 Public Liability and Property Damage Insurance. The Association shall purchase broad form comprehensive liability coverage in such amounts and in such forms as it deems advisable to provide adequate protection. Coverage shall include without limitation, liability for personal injuries, operation of automobiles on behalf of the Association, and activities in connection with the ownership, operation, maintenance and other use of the Project.

11.1.3 Workmen's Compensation and Employer's Liability Insurance. The Association shall purchase workmen's compensation and employer's liability insurance and all other similar insurance in respect of employees of the Association in the amounts and in the forms now or hereafter required by law.

11.1.4 Fidelity Insurance. The Association shall purchase, in such amounts and in such forms as it shall deem appropriate, coverage against dishonesty of employees, destruction or disappearance of money or securities, and forgery.

11.1.5 Directors and Officers Liability Insurance. The Association shall purchase in such amounts and in such form as it shall deem appropriate, coverage for all directors, officers, and committee members, for any and all errors and/or omissions that occur during their tenure in office and employment.

11.1.6 Other. The Association may obtain insurance against such other risks, of a similar or dissimilar nature, as it shall deem appropriate with respect to the Project, including any

personal property of the Association located thereon.

SECTION 11.2 Optional Insurance. The Association may obtain the following types of insurance coverage, but it is not required to do so.

11.2.1 Personal Property Casualty Insurance. The Association may in its discretion obtain insurance on the personal property and furnishings initially placed in the Units of Owners by Declarant upon completion of construction of the Project in such amounts as shall provide for the full replacement thereof in the event of damage or destruction from casualties against which such insurance is obtained.

11.2.2 Casualty and Public Liability Insurance. The Association may in its discretion obtain casualty and public liability insurance coverage, in amounts it may select, with respect to an Owner's activities within each individual Unit and for activities of the Owner, not acting by the Association, with respect to the Common Area.

SECTION 11.3 Form. Casualty insurance shall be carried in a form or forms naming the Association the insured as trustee for the Owners, which policy or policies shall specify the interest of each Condominium Owner (Owner's name, Unit Number, the appurtenant undivided interest in the Common Area) and which policy or policies shall provide a standard loss payable clause providing for payment of insurance proceeds to the Association as trustee for the Owners and for the respective first Mortgagees which from time to time shall give notice to the Association of such first Mortgagees, such proceeds to be used in accordance with this Declaration. Each policy shall also provide that it cannot be canceled by either the insured or the insurance company until after ten (10) days' prior written notice is first given to each Owner and to each first Mortgagee. The Association shall furnish to each Owner who requests it and to the Declarant a true copy of such policy together with a certificate identifying the interest of the Owner. All policies of insurance shall provide that the insurance thereunder shall be invalidated or suspended only in respect to the interest of any particular Owner guilty of breach of warranty, act, omission, negligence or noncompliance with any provision of such policy, including payment of the insurance premium applicable to that Owner's interest, or who permits or fails to prevent the happening of any event, whether occurring before or after a loss, which under the provisions of such policy would otherwise invalidate or suspend the entire policy. All policies of insurance shall provide further that the insurance under any such policy as to the interest of all other insured Owners not guilty of any such act or omission, shall not be invalidated or suspended and shall remain in full force and effect.

Public liability and property damage insurance shall name the Association the insured, as trustee for the Owners, and shall protect each Owner against liability for acts of the Association in connection with the ownership, operation, maintenance or other use of the Project.

SECTION 11.4 Owner's Responsibility. Insurance coverage on the furnishings initially placed in the Unit by Declarant, unless the Association pursuant to Section 11.2 hereof elects to arrange for such casualty insurance, and casualty and public liability insurance coverage within each individual Unit and for activities of the Owner, not acting by the Association, with respect to the

Common Area, unless the Association pursuant to Section 11.2 hereof elects to arrange for such casualty insurance, and regardless of the Association's election, insurance coverage against loss from theft on all personal property and insurance coverage on items of personal property placed in the Unit by Owner, shall be the responsibility of the respective Owners.

SECTION 11.5 Insurance Proceeds. The Association shall receive the proceeds of any casualty insurance payments received under policies obtained and maintained pursuant to this Article. The Association shall apportion the proceeds to the portions of the Project which have been damaged and shall determine the amount of the proceeds attributable to damage to the Common Area. To the extent that reconstruction is required herein, the proceeds shall be used for such purpose. To the extent that reconstruction is not required herein and there is a determination that the Project shall not be rebuilt, the proceeds shall be distributed in the same manner herein provided in the event of sale of obsolete Units, as set forth in Section 13.4. Each Owner and each Mortgagee shall be bound by the apportionments of damage and of the insurance proceeds made by the Association pursuant hereto.

SECTION 11.6 Owner's Own Insurance. Notwithstanding the provisions of Sections 11.1 and 11.2 hereof, each Owner may obtain insurance at his or her own expense providing coverage upon his or her Condominium, his or her personal property, for his or her personal liability, and covering such other risks as he may deem appropriate, but each such policy shall provide that it does not diminish the insurance carrier's coverage for liability arising under insurance policies which the Association obtains pursuant to this Article. All such insurance of the Owner's Condominium shall waive the insurance company's right of subrogation against the Association, and other Owners, and the servants, agents and guests of any of them, if such insurance can be obtained of subrogation.

## ARTICLE XII

### CASUALTY DAMAGE OR DESTRUCTION

SECTION 12.1 Affects Title. Title to each Condominium is hereby made subject to the terms and conditions hereof, which bind the Declarant and all subsequent Owners, whether or not it be so expressed in the deed by which any Owner acquires his Condominium.

SECTION 12.2 Association as Agent. All of the Owners irrevocably constitute and appoint the Association their true and lawful attorney-in-fact in their name, place and stead for the purpose of dealing with the Project upon its damage or destruction as hereinafter provided. Acceptance by any grantee of a deed from the Declarant or from any Owner shall constitute such appointment.

SECTION 12.3 General Authority of Association. As attorney-in-fact, the Association shall have full and complete authorization, right and power to make, execute and deliver any contract, deed, or other instrument with respect to the interest of a Condominium Owner which may be necessary or appropriate to exercise the powers herein granted. Repair and reconstruction of the improvements as used in the succeeding subparagraphs mean restoring the Project to substantially

the same condition in which it existed prior to damage, with each Unit and the Common Area having substantially the same vertical and horizontal boundaries as before. The proceeds of any insurance collected shall be available to the Association for the purpose of repair or reconstruction unless the Owners and the first Mortgagees unanimously agree not to rebuild in accordance with the provisions set forth hereinafter.

In the event any Mortgagee should not agree not to rebuild, the Association shall have the option to purchase such Mortgage by payment in full of the amount secured thereby if the Owners are in unanimous agreement not to rebuild. The Association shall obtain the funds for such purpose by special assessments under Article IX of this Declaration.

**SECTION 12.4 Estimate of Costs.** As soon as practicable after an event causing damage to, or destruction of, any part of the Project, the Association shall obtain estimates that it deems reliable and complete of the costs of repair or reconstruction of that part of the Project damaged or destroyed.

**SECTION 12.5 Repair and Reconstruction.** As soon as practicable after receiving these estimates the Association shall diligently pursue to completion the repair or reconstruction of that part of the Project damaged or destroyed. The Association may take all necessary or appropriate action to effect repair or reconstruction, as attorney-in-fact for the Owners, and no consent or other action by any Owner shall be necessary in connection therewith. Such repair or reconstruction shall be in accordance with the original plans and specifications of the Project or may be in accordance with any other plans and specifications the Association may approve, provided that in such latter event the number of cubic feet and the number of square feet of any Unit may not vary by more than five percent (5%) from the number of cubic feet and the number of square feet for such Unit as originally constructed pursuant to such original plans and specifications, and the location of the Buildings shall be substantially the same as prior to damage or destruction.

**SECTION 12.6 Funds for Reconstruction.** The proceeds of any insurance collection shall be available to the Association for the purpose of repair or reconstruction. If the proceeds of the insurance are insufficient to pay the estimated or actual cost of such repair or reconstruction, the Association, pursuant to Article IX hereof, may levy in advance a special assessment sufficient to provide funds to pay such estimated or actual costs of repair or reconstruction. Such assessment shall be allocated and collected as provided in that Article. Further levies may be made in like manner if the amounts collected prove insufficient to complete the repair or reconstruction.

**SECTION 12.7 Disbursement of Funds for Repair or Reconstruction.** The insurance proceeds held by the Association and the amounts received from the assessments provided for in Section 12.6 constitute a fund for the payment of cost of repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for cost of repair or reconstruction shall be made from insurance proceeds; if there is a balance after payment of all costs of such repair or reconstruction, such balance shall be distributed to the Owners in proportion to the contributions by each Owner pursuant to the assessments by the Association under Section 12.6 of this Declaration.

SECTION 12.8 Decision Not to Rebuild. If all Owners and all holders of first Mortgages on Condominiums agree not to rebuild, as provided herein, the Project shall be sold and the proceeds distributed in the same manner herein provided in the event of sale of obsolete Units, as set forth in Section 13.4.

## ARTICLE XIII

### OBSOLESCENCE

SECTION 13.1 Adoption of a Plan. The record Owners, as reflected on the real estate record of Blaine County, Idaho, representing an aggregate record ownership interest of eighty percent (80%) or more of the Units may agree that the Project is obsolete and adopt a written plan for the renewal and reconstruction which plan has the unanimous approval of all first Mortgagees of record at the time of the adoption of such plan. Written notice of adoption of such plan shall be given to all Owners. Such plan shall be recorded in Blaine County, Idaho, real estate records.

SECTION 13.2 Payment for Renewal and Reconstruction. The expense of renewal or reconstruction shall be payable by all of the Owners as assessments against their respective Condominiums. These assessments shall be levied in advance pursuant to Article IX hereof and shall be allocated and collected as provided in that Article. Further levies may be made in like manner if the amounts collected prove insufficient to complete the renewal and reconstruction.

SECTION 13.3 Dissents from the Plan. An Owner not a party to such a plan for renewal or reconstruction may give written notice of dissent to the Association within fifteen (15) days after the recordation of such plan. The Association shall then give written advice of such dissents to all the Owners within five (5) days after the expiration of such fifteen (15) day period. Within fifteen (15) days of receipt of such notice from the Association, the record Owners, representing an aggregate record ownership of more than sixty-six and two thirds percent (66 2/3%) of the Units may cancel the plan by written instrument recorded in Blaine County, Idaho real estate records. If the plan is not canceled, then the Condominium of each dissenter shall be purchased according to the following procedures. If the Owner and the Association can agree on the fair market value thereof, then such sale and conveyance shall be completed within sixty (60) days thereafter. If the parties are unable to agree, the date when either party notifies the other that he or it is unable to agree with the other shall be the "commencing date" from which all period of time mentioned herein shall be measured. Within ten (10) days following the commencing date each party shall nominate a qualified appraiser by written nomination and shall give notice of such nomination to the other. If either party fails to make such nomination, the appraiser nominated shall, within five (5) days after default by the other party appoint and associate with him another qualified appraiser. If the two appraisers designated by the parties, or selected pursuant hereto in the event of default of one party, are unable to agree, they shall appoint another qualified appraiser to be umpire between them, if they can agree on such person. If they are unable to agree upon such umpire, then each appraiser previously appointed shall nominate two qualified appraisers, and from the names of the four persons so nominated one shall be drawn by lot by judge of any Court of record in Idaho, and the person whose name is so drawn shall be the umpire. The nominations from among which the name

of the umpire is to be drawn by lot shall be submitted within ten (10) days after the failure of the two appraisers to agree, which, in any event, shall not be later than twenty (20) days following the appointment of the second appraiser. The decision of the appraisers as to the fair market value, or in the case of their disagreement the decision of such umpire shall be final and binding. The expenses and fees of such appraisers shall be borne equally by the Association and the Owner. The sale shall be consummated within sixty (60) days after the decision of the appraisers, and the Association as attorney-in-fact shall disburse the proceeds in the same manner provided in Section 13.4 of this Declaration. The obligation of the Association to make such purchase shall be conditioned on the fair market value of the Condominium exceeding the obligations secured by liens on such Condominium, and upon the marketability of the title of the Owner. Owner shall furnish the Association an appropriate abstract of title or commitment for title insurance evidencing marketability of this title not less than fifteen (15) days prior to the date set for completion of the sale.

The Association, pursuant to Article IX hereof, may levy a special assessment sufficient to provide funds to pay for the Condominiums of Condominiums of such Owners.

**SECTION 13.4 Sale of Obsolete Units.** The Owners representing an aggregate ownership interest of eighty percent (80%) or more of the Units may agree that the condominiums are obsolete and that the project should be sold. Such an agreement must have the unanimous approval of every first Mortgagee of records at the time such agreement is made. In such instance the Association shall forthwith record a notice setting forth such fact or facts, and upon the recording of such notice by the Association the Project shall be sold by the Association as attorney-in-fact for all of the Owners free and clear of the provisions contained in this Declaration, the Condominium Map, and the By-Laws. The sale proceeds shall be apportioned among the Owners in proportion to the respective amounts originally paid to Declarant for the purchase of the Condominium exclusive of the amounts paid for personal property, and such apportioned proceeds shall be paid into separate accounts, each account representing one Condominium. Each such account shall remain in the name of the Association and shall be further identified by the Condominium designation and the name of the Owner. From each separate account the Association, as attorney-in-fact, shall use and disburse the total amount of such accounts without contribution from one account to the other, first to Mortgagees and other liens and the balance remaining to each respective Owner.

**SECTION 13.5 Distribution of Excess.** In the event amounts collected pursuant to Section 13.2 are in excess of the amounts required for renewal and reconstruction, the excess shall be returned to the Owners by the Association by a distribution to each Owner in an amount proportionate to the respective amount collected from each such Owner.

## **ARTICLE XIV**

### **CONDEMNATION**

**SECTION 14.1 Consequences of Condemnation.** If at any time or times during the continuance of the Condominium ownership pursuant to this Declaration, all or any part of the

Project shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in avoidance thereof, the following provisions shall apply.

SECTION 14.2 Proceeds. Compensation, damages, or other proceeds therefrom, the sum of which is hereinafter called the "Condemnation Award", shall be payable to the Association.

SECTION 14.3 Complete Taking. In the event that the entire Project is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the Condominium ownership pursuant hereto shall terminate. The Condemnation Award shall be apportioned among the Owners in proportion to the respective amounts paid to Declarant for the purchase of the Condominium exclusive of the amounts paid for personal property, provided that if a standard different from the value of the Project as a whole is employed to measure the Condemnation Award in the negotiation, judicial decree or otherwise, then in determining such shares the same standard shall be employed to the extent it is relevant and applicable.

On the basis of the principal set forth in the last preceding paragraph, the Association shall as soon as practicable determine the share of the Condemnation Award to which each Owner is entitled. Such shares shall be paid into separate accounts and disbursed as soon as practicable in the same manner provided in Section 13.4 of this Declaration.

SECTION 14.4 Partial Taking. In the event that less than the entire Project is taken or condemned, or sold, or otherwise disposed of in lieu of or in avoidance thereof, the Condominium Ownership hereunder shall not terminate. Each Owner shall be entitled to a share of the Condemnation Award to be determined in the following manner: As soon as practicable, the Association shall, reasonably and in good faith, allocate the Condemnation Award between compensation, damages, or other proceeds, and shall apportion the amounts so allocated among the Owners as follows:

14.4.1 the total amount allocated to taking of or injury to the Common Area shall be apportioned equally among the Owners; (b) the total amount allocated to severance damages shall be apportioned to those Condominiums which were not taken or condemned; (c) the respective amounts allocated to the taking of or injury to a particular Unit and/or improvements an Owner has made within his own Unit shall be apportioned to the particular Unit involved; and (d) the total amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Association determines to be equitable in the circumstances. If an allocation of the Condemnation Award is already established in negotiation, judicial decree, or otherwise, then in allocating the Condemnation Award the Association shall employ such allocation to the extent it is relevant and applicable. Distribution of apportioned proceeds shall be made in the same manner provided in Section 13.4 of this Declaration.

SECTION 14.5 Reorganization. In the event a partial taking results in the taking of a complete Unit, the Owner thereof automatically shall cease to be a member of the Association. Thereafter the Association shall reallocate the Ownership, voting rights, and assessment ratio determined in accordance with this Declaration according to the same principles employed in this

Declaration at its inception and shall submit such reallocation to the Owners of remaining Units for amendment of this Declaration as provided in Article XV thereof.

SECTION 14.6 Reconstruction and Repair. Any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified in Article XII above.

## **ARTICLE XV**

### **REVOCATION OR AMENDMENT TO DECLARATION**

This Declaration shall not be revoked nor shall any of the provisions herein be amended unless the Owners representing an aggregate ownership interest of sixty-six and two thirds percent (66 2/3%) or more of the Condominiums, as reflected on the real estate records of Blaine County, Idaho, and all holders of any recorded Mortgage covering or affecting any or all of the Condominiums, whose interests as Mortgagees appear in such records, consent and agree to such revocation or amendment by instruments duly recorded. Any such revocation or amendment shall be binding upon every Owner and every Condominium whether the burdens thereon are increased or decreased by any such amendment and whether or not the Owner of each and every Condominium consents thereto.

## **ARTICLE XVI**

### **PERIOD OF CONDOMINIUM OWNERSHIP**

The Condominium ownership created by this Declaration and the Condominium Map shall continue until this Declaration is revoked in the manner provided in Article XV of this Declaration or until terminated in the manner provided in Articles XIII (Obsolescence) or XIV (Condemnation) of this Declaration.

## **ARTICLE XVII**

### **MISCELLANEOUS**

SECTION 17.1 Compliance with Provisions of Declaration and By-Laws of the Association. Each Owner shall comply with the provisions of this Declaration, the Articles of Incorporation and the By-Laws of the Association, and the decisions and resolutions of the Association adopted pursuant thereto as the same may be lawfully amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due and for damages or injunctive relief or both, maintainable by the Association on behalf of the Owners, or, in a proper case, by an aggrieved Owner.

SECTION 17.2 Registration of Mailing Address Each owner shall register his or her mailing address with the Association and all notices or demands intended to be served upon any Owner shall be sent by either registered or certified mail, postage prepaid, addressed in the name

of the Owner at such registered mailing address. All notices or demands intended to be served upon the Association shall be given by registered or certified mail, postage prepaid, to the address of the Association as designated in the By-Laws of the Association. All notices or demands to be served on Mortgagees pursuant hereto shall be sent by either registered or certified mail, postage prepaid, addressed in the name of the Mortgagee at such address as the Mortgagee may have furnished to the Association in writing. Unless the Mortgagee furnishes the Association such address, the Mortgagee shall be entitled to receive none of the notices provided for in this Declaration. Any notice referred to in this Section shall be deemed given when deposited in the United States mail in the form provided for in this Section.

SECTION 17.3 Transfer of Declarant's Rights. Any rights or any interest reserved hereby to the Declarant may be transferred or assigned by the Declarant either separately or with one or more of such rights or interests, to any person or entity.

SECTION 17.4 Owner's Obligations Continue. All obligations of the Owner under and by virtue of the provisions contained in this Declaration shall continue, notwithstanding that he or she may have leased or rented said interest as provided herein, but the Owner of a Condominium shall have no obligation for expenses or other obligations accruing after he or she conveys such Condominium.

SECTION 17.5 Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

SECTION 17.6 Severability. If any of the provisions of this Declaration or any clause, paragraph, sentence, phrase or word or the application thereof in any circumstances be invalidated, such invalidity shall not affect the validity of the remainder of the Declaration, and the application of any such provision, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

SECTION 17.7 Statute. The provisions of this Declaration shall be in addition and supplemental to the Condominium Property Act of the State of Idaho and to all other provisions of law.

*[Signature page follows]*

This Declaration is executed this \_\_\_\_ day of \_\_\_\_\_, 2013.

DECLARANT: RIVER STREET STATION, LLC

By \_\_\_\_\_  
Harold F. Andrews, Member

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

On this \_\_\_\_ day of \_\_\_\_\_, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared HAROLD F. ANDREWS, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same as a Member of River Street Station, LLC.

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

(Seal)

\_\_\_\_\_  
NOTARY PUBLIC for  
Residing at \_\_\_\_\_  
Commission Expires \_\_\_\_\_

EXHIBIT A

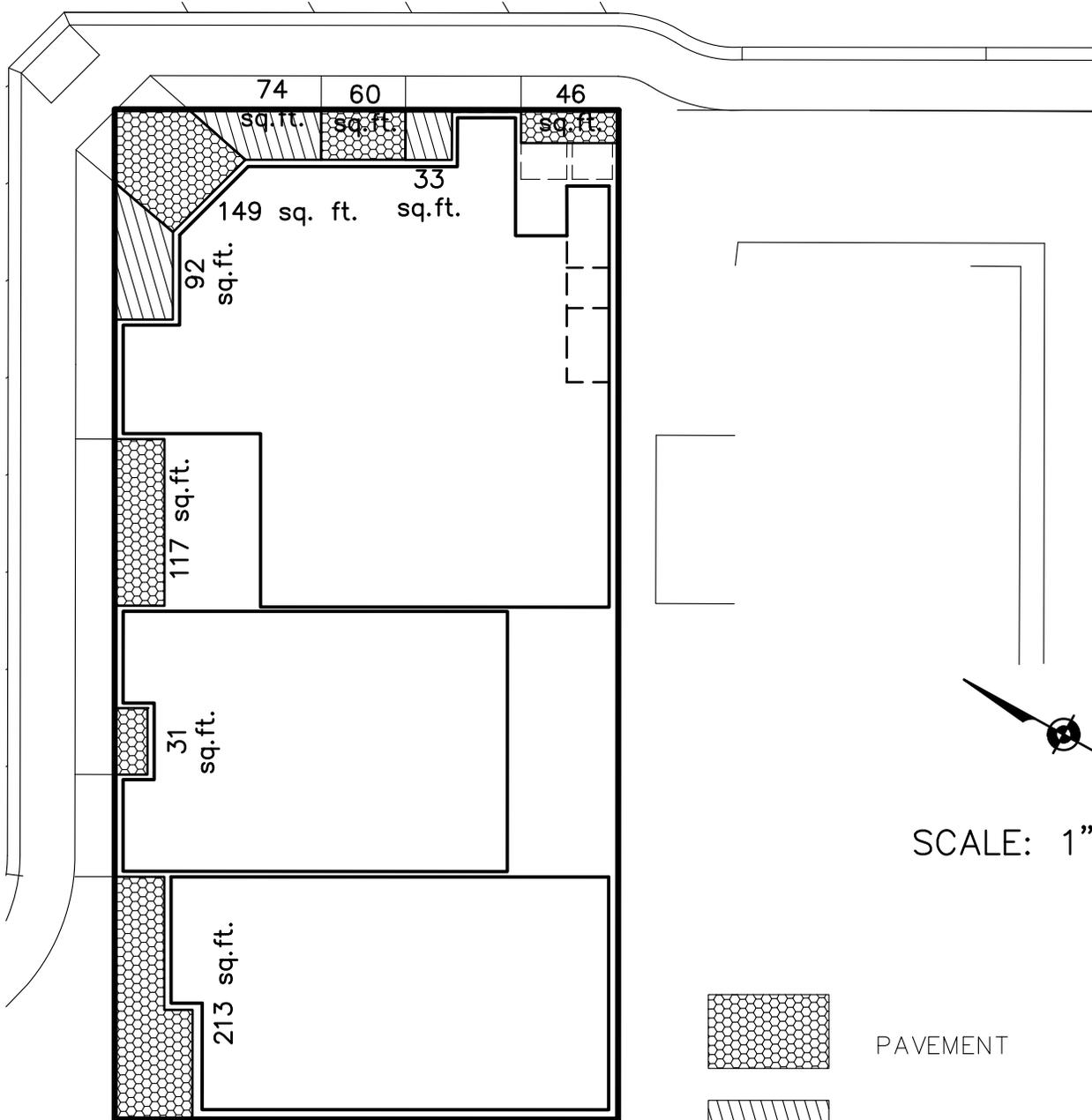
Legal Description

Real Property Description: Lot 1A, Block 66, Hailey Townsite, Blaine County, Idaho.

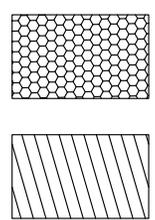
EXHIBIT B

<u>UNIT</u>	<u>SQUARE FEET</u>	<u>PERCENTAGE OF OWNERS UNDIVIDED INTEREST IN COMMON AREA</u>
A	2,501	31.74%
B	1,375	17.45%
C	1,389	17.64%
D	1,268	16.09%
E	<u>1,346</u>	<u>17.08%</u>
	7,879	100%

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SCALE: 1" = 20'

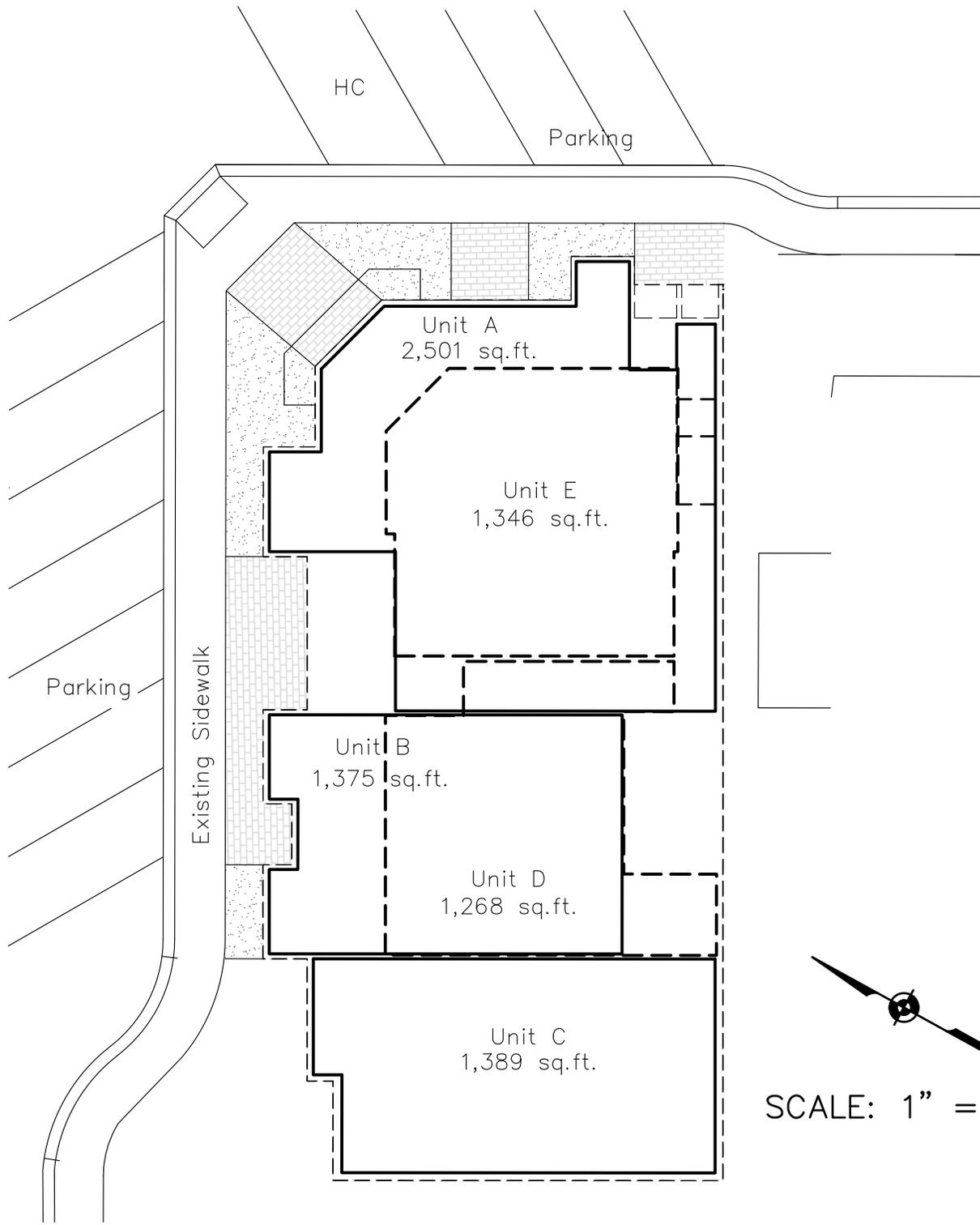


PAVEMENT  
SNOW STORAGE

**Total Pavement = 616 sq. ft.±**  
**Required Snow Storage (25%) = 154 sq. ft.±**  
**Available Snow Storage = 199 sq. ft.±**

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

<b>Galena Engineering Inc.</b>	Civil Engineers & Land Surveyors 317 North River Street Hailey, Idaho 83333 (208) 788-1705 (208) 788-4612 fax email galena@galena-engineering.com	SNOW STORAGE EXHIBIT FOR <b>RIVER STREET STATION CONDOMINIUMS</b> NW1/4 OF SECTION 9, T.2 N., R.18 E., B.M., CITY OF HAILEY, BLAINE COUNTY, IDAHO PREPARED FOR ANDY ANDERSON	SHT 1 OF 1
	PROJECT INFORMATION		



**TOTAL S.F. UNITS = 7,879**  
**TOTAL REQUIRED PARKING (1/1000 S.F.) = 7**  
**TOTAL EXISTING PARKING = 11**

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

**Galena Engineering Inc.**

Civil Engineers & Land Surveyors  
 317 North River Street  
 Hailey, Idaho 83333  
 (208) 788-1705  
 (208) 788-4612 fax  
 email galena@galena-engineering.com

PROJECT INFORMATION

EXISTING PARKING EXHIBIT FOR  
**RIVER STREET STATION CONDOMINIUMS**  
 NW1/4 OF SECTION 9, T.2 N., R.18 E., B.M., CITY OF HAILEY, BLAINE COUNTY, IDAHO  
 PREPARED FOR ANDY ANDERSON

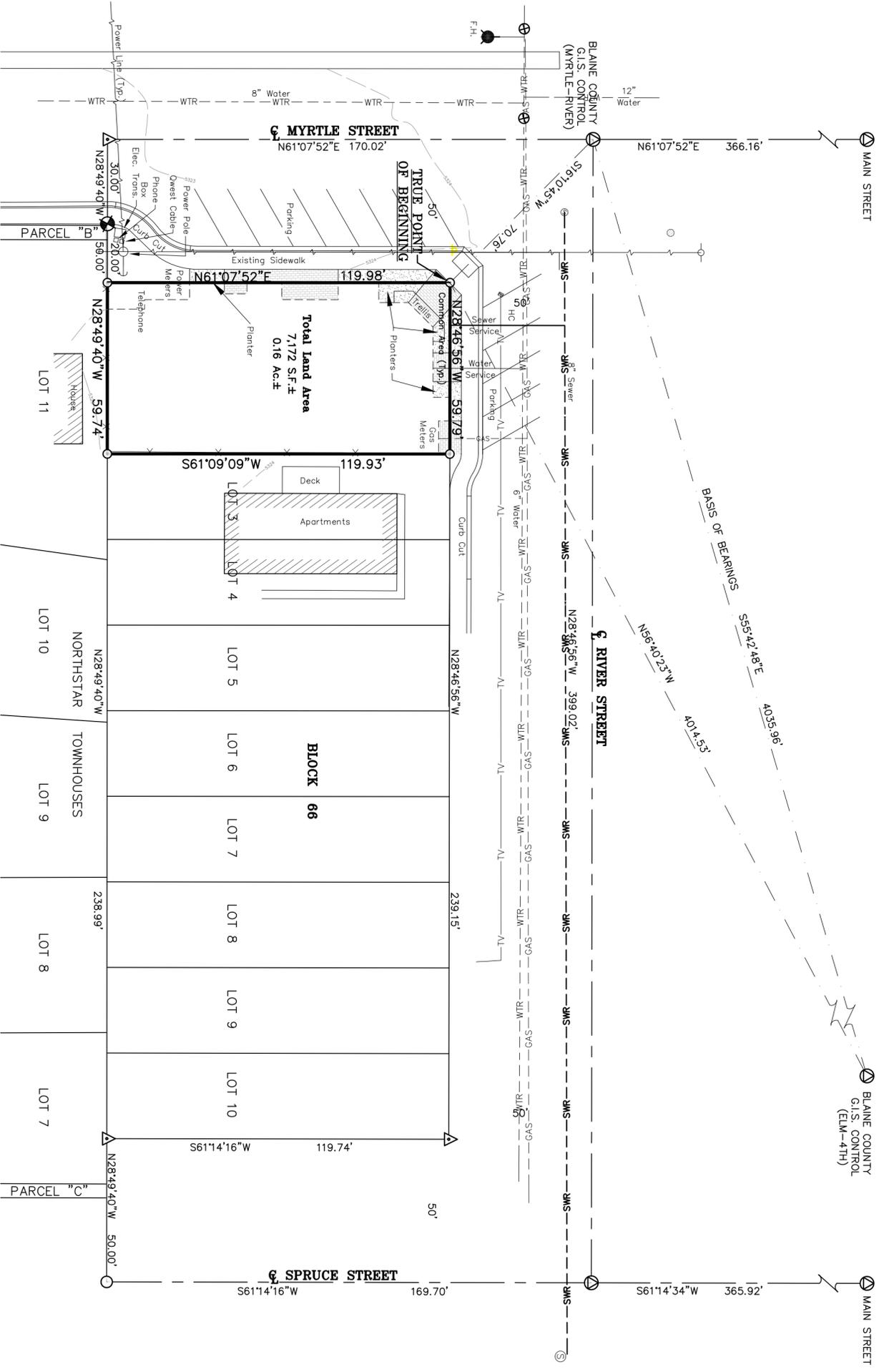
SHT 1 OF 1



SCALE: 1" = 30'



A PLAT SHOWING  
**RIVER STREET STATION CONDOMINIUMS**  
 WHEREIN LOT 1A, BLOCK 66, ORIGINAL TOWNSITE OF HALEY IS CONVERTED INTO CONDOMINIUM UNITS  
 LOCATED WITHIN THE NW1/4 OF SECTION 9, T.2 N., R.18 E., B.M., CITY OF HALEY, BLAINE COUNTY, IDAHO  
 OCTOBER 2013



**LEGEND**

- Property Line
- Adjoiner's Lot Line
- Centerline
- Building Outline
- Survey Tie
- ⊗ Found Brass Cap
- ⊙ Found Aluminum Cap Monument
- Found 1/2" Rebar
- Found 5/8" Rebar
- △ Calculated Point (No Pin Set)

**NOTES**

- 1) Property shown hereon is subject to the Condominium Declaration of River Street Station Condominiums, in conjunction with Articles of Incorporation of River Street Station Condominiums Association, Inc. and Bylaws of River Street Station Condominiums Association Inc., recorded under Instrument No. \_\_\_\_\_, records of Blaine County, Idaho.
- 2) All area outside of Units that is not designated as Limited Common is Common Area, as defined in the Declaration.
- 3) The proposed condominium building covers the entire lot; therefore no contours are shown onsite. Areas directly abutting the site are basically flat with a 2% road slope, more or less.

**SEE SHEET 2 FOR CONDOMINIUM UNIT  
 DIMENSIONS, TIES AND ADDITIONAL NOTES**

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

Date \_\_\_\_\_ South Central District Health Dept., EHS

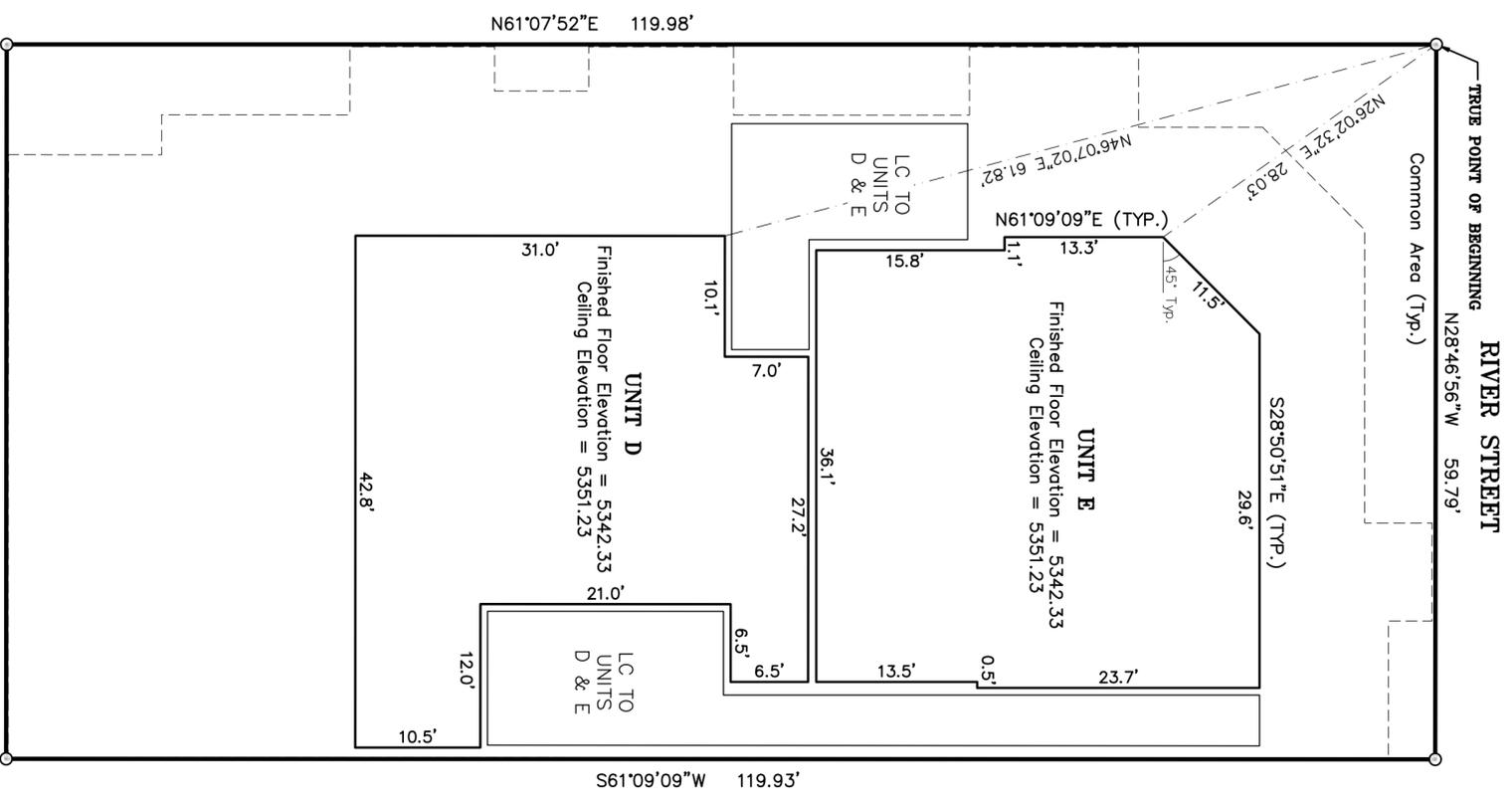
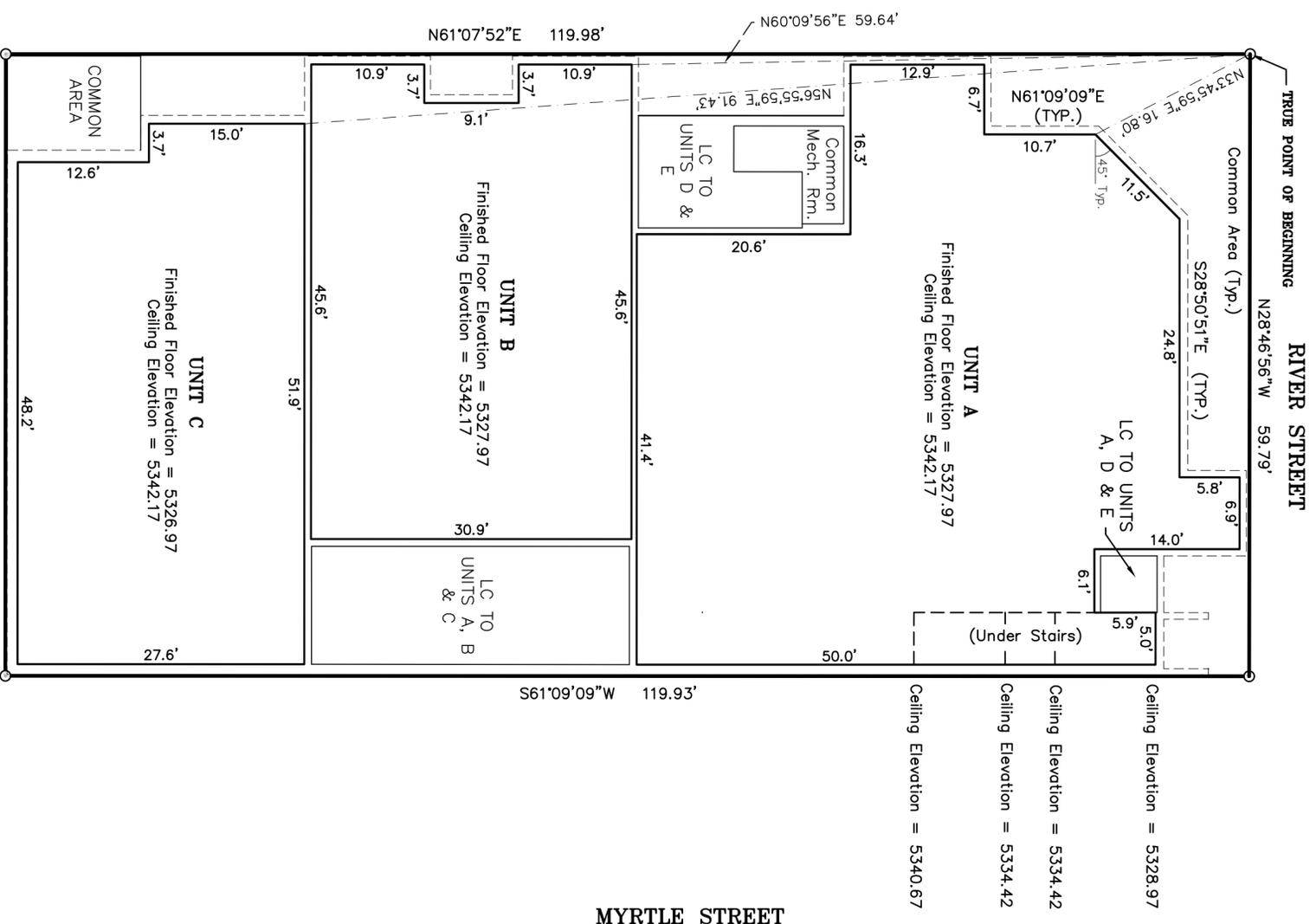
Brian D. Yeager, P.L.S. 13260

RIVER STREET STATION  
 CONDOMINIUMS  
 CALENA ENGINEERING, INC.  
 KETCHUM, IDAHO  
 SHEET 1  
 Job No. 39470\_3 Condo plat



SCALE: 1" = 10'

A PLAT SHOWING  
**RIVER STREET STATION CONDOMINIUMS**  
 LOCATED WITHIN THE NW1/4 OF SECTION 9, T.2 N., R.18 E., B.M., CITY OF HALLEY, BLAINE COUNTY, IDAHO  
 OCTOBER 2013



**LEGEND**

- Property Line
- Building Outline
- Unit Outline
- Unit Tie
- Limited Common to Specified Unit Found 1/2" Rebar

**NOTES**

- 1) Property shown hereon is subject to the Condominium Declaration of River Street Station Condominiums, in conjunction with Articles of Incorporation of River Street Station Condominiums Association, Inc. and Bylaws of River Street Station Condominiums Association Inc., recorded under Instrument No. \_\_\_\_\_ records of Blaine County, Idaho.
- 2) All area outside of Units that is not designated as Limited Common is Common Area, as defined in the Declaration.
- 3) Building ties are to the interior corners of Unit walls.
- 4) An easement of adequate width to provide for access and maintenance of utilities providing service to Units other than the one in which they are located is hereby reserved by this condominium plat.
- 5) Drop ceilings exist within this building which may be added or removed and have not been considered permanent structural boundaries. These areas have not been reflected in ceiling heights.

**SEE SHEET 1 FOR ADDITIONAL  
 SURVEY INFORMATION AND NOTES**

Brian D. Yeager, P.L.S. 13260

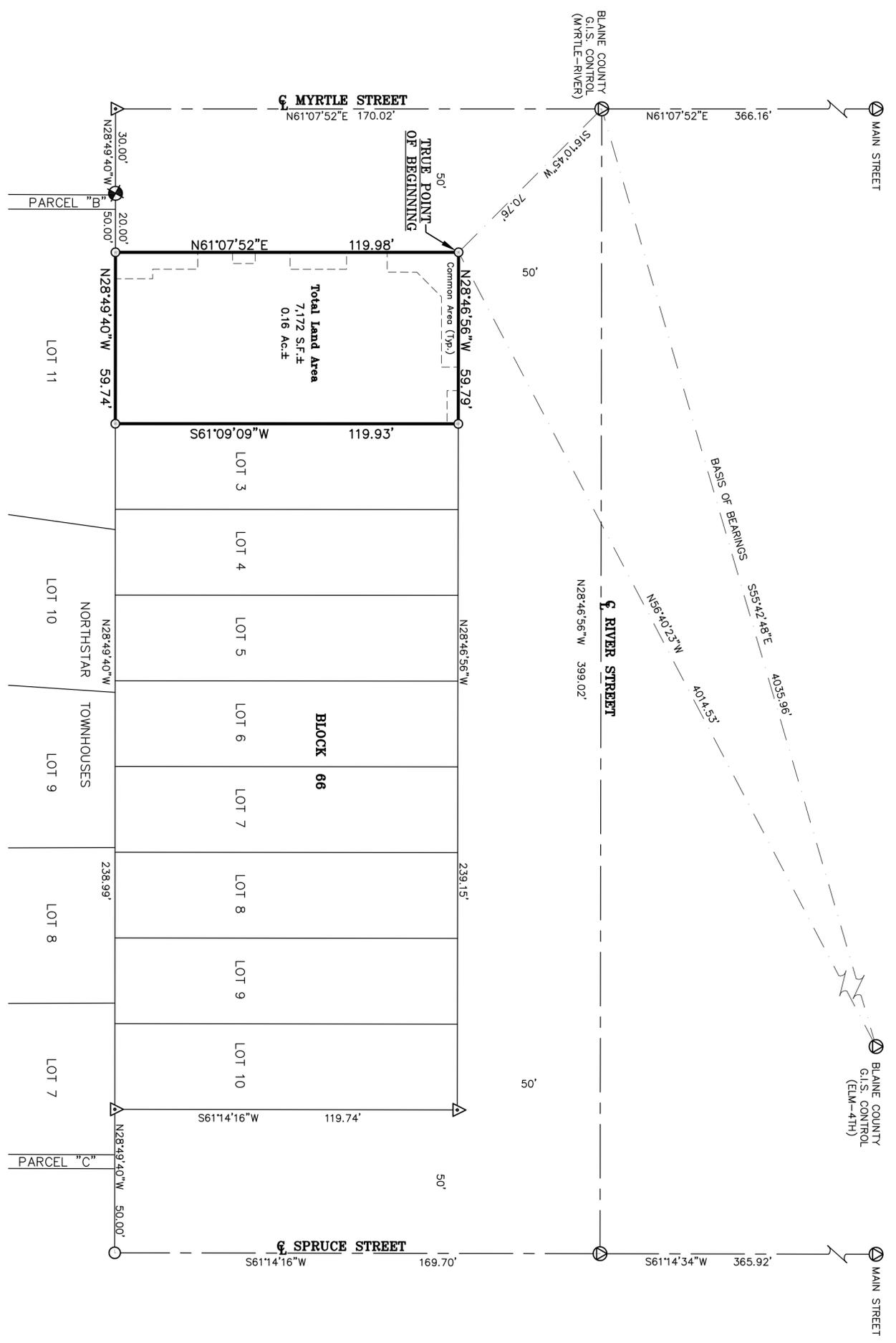
RIVER STREET STATION  
 CONDOMINIUMS  
 GALENA ENGINEERING, INC.  
 KETCHUM, IDAHO  
 SHEET 2  
 Job No. 39470\_3 Condo plat



SCALE: 1" = 30'



A PLAT SHOWING  
**RIVER STREET STATION CONDOMINIUMS**  
 WHEREIN LOT 1A, BLOCK 66, ORIGINAL TOWNSITE OF HALEY IS CONVERTED INTO CONDOMINIUM UNITS  
 LOCATED WITHIN THE NW1/4 OF SECTION 9, T.2 N., R.18 E., B.M., CITY OF HALEY, BLAINE COUNTY, IDAHO  
 OCTOBER 2013



**LEGEND**

- Property Line
- Adjoiner's Lot Line
- Centerline
- Building Outline
- Survey Tie
- ⊗ Found Brass Cap
- ⊙ Found Aluminum Cap Monument
- Found 1/2" Rebar
- Found 5/8" Rebar
- △ Calculated Point (No Pin Set)

**NOTES**

- 1) Property shown hereon is subject to the Condominium Declaration of River Street Station Condominiums, in conjunction with Articles of Incorporation of River Street Station Condominiums Association, Inc. and Bylaws of River Street Station Condominiums Association Inc., recorded under Instrument No. \_\_\_\_\_, records of Blaine County, Idaho.
- 2) All area outside of Units that is not designated as Limited Common is Common Area, as defined in the Declaration.

**SEE SHEET 2 FOR CONDOMINIUM UNIT  
 DIMENSIONS, TIES AND ADDITIONAL NOTES**

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

Date \_\_\_\_\_ South Central District Health Dept., EHS

Brian D. Yeager, P.L.S. 13260

RIVER STREET STATION  
 CONDOMINIUMS  
 CALENA ENGINEERING, INC.  
 KETCHUM, IDAHO  
 SHEET 1  
 Job No. 39470\_3 Condo plat