

WEST KETCHUM RESIDENCES OWNERS' ASSOCIATION, INC.
RULES AND REGULATIONS AND DESIGN COMMITTEE GUIDELINE

APPROVED April 2025

I. INTRODUCTION

All rules contained in this herein or by reference are binding upon all owners, tenants, lessees, and other residents as applicable. They are also binding on guests of owners and other residents. Please keep in mind that owners, tenants, and lessees are also subject to all the governing documents, including CC&R's and Bylaws for West Ketchum Residences as well as the Design Review Committee Guidelines.

It is the owners' responsibility to inform their tenants, guests and invitees of these rules and regulations. Violations of these rules and regulations by tenants, guests or invitees will ultimately be assessed against the owner of the Townhome. Owners should ensure a copy of this booklet is given to all tenants.

These Community Rules are not intended to replace the Declaration of Covenants, Conditions and Restrictions of West Ketchum Residences. The CC&Rs will take precedence in the event of any real or apparent contradiction between this document and the CC&Rs. There may be some items in the CC&R's that are not reflected in this document.

II. RULES AND REGULATIONS

A. CONDOMINIUM USE AND GENERAL CONDUCT

1. General Guidelines

- Units shall be used for residential purposes only, provided, however, that any unit may be used incidentally for the purpose of operating a home-based small business as long as the following apply:
 - The business is operated solely within the Unit.
 - The business is limited to the rendition of professional online virtual services.
 - The business is operated by the Owner or by a Lessee whose principal residence is the Unit.
 - There is no physical sales activity conducted at the Unit, and no customers visiting the Unit and no advertising anywhere in the Community.
 - The operation of the business does not result in any unreasonable increase in the flow of traffic or parking problems within the Community.
- Nothing shall be done or kept in any Townhome or in the Common Area that might increase the rate of, or cause the cancellation of, insurance for the Association or that violates Applicable Laws.

2. Nuisances

- No noxious or offensive activities, including, but not limited to, repair of automobiles or other motorized vehicles, shall be conducted within the Common Area.

- Nothing shall be done on or within the Townhome or Common Area that may be or may become a nuisance to the residents. The Board shall determine if any device, noise, odor, or activity constitutes a nuisance.
- No excessive levels of noise including, but not limited to, music, voices, animal noises, footsteps, children's noises, furniture movement, appliance usage, water usage and other sounds that would interfere with the quiet enjoyment of each Owner shall be placed or used in any Townhome or within the Common Area.
- No Owner shall attach to the Party Walls or ceilings or place on the floor of any Townhome anything which will cause unreasonable sound levels, vibrations, noise, or annoyance to the Owners of the other Townhomes. No audio, television, stereo, speakers, or other audio visual or media equipment shall be installed in or on any demising wall without the permission of the Board.
- There shall be no hanging, drying fabrics or clothing in any place that is visible from other Townhomes or the Common Area or public streets.

3. Windows and Doors

- No Temporary Window Coverings shall be used to cover any door or window of any Townhome.
- All window coverings must be of a neutral color, harmonious with and not conflict with the color scheme of the exterior walls surface of the Townhome. Under no circumstances are the following materials allowed for window coverings at any time: aluminum foil, newspaper, plywood, reflective tint, or any other material deemed unattractive by the Board.

4. Liability

- Owners are responsible for any damage to Association property caused by themselves, their family members, tenants, or guests.
- Owners are responsible for the actions of their tenants, guests, and invitees.

B. ANIMALS AND PETS

1. Permitted Animals

- **Number:** No Owner shall keep more than a total of two (2) domestic dogs or two (2) domestic cats, or a combination thereof (but not to exceed two (2) total) within such Owner's Townhome or Sublot, or the maximum capacity allowed by the City, whichever is more stringent.
- **Common Area:** No animal shall be permitted to be maintained at any time within the Common Area.
- **Approved Pets:** Only domestic animals that are kept as household pets and are not kept, bred, or raised for commercial purposes are permitted to be maintained within the community.

2. Care and Responsibility

- **Clean Up:** Each Owner shall clean up after animals that have deposited droppings or otherwise used any portion of the Sublot, Common Area or public street abutting or visible from any Townhome, Sublot or the Common Area.

- Supervision: No animal may be left unattended in any outdoor area including a yard, balcony/deck, porch, courtyard, etc. or be allowed to disturb any Owner with excessive barking or other noise or acts.
- Liability: Each Owner shall be liable to other Owners and their invitees for any damage to persons or property caused by any pet brought upon or kept upon the community by such Owner or any invitee of such Owner.

C. TRASH DISPOSAL

1. Containers and Pickup

- 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 Sublot or Common Area other than in the receptacles customarily used for it, which shall be stored within garages except on the scheduled day for trash pickup.
- Trash containers shall be stored out of view of the street or neighboring Townhomes in the garage when not out for collection.
- Trash containers may be placed for collection 24 hours prior to collection and must be removed within 12 hours after the time of collection.

2. Recycling and Offsite Disposal

- Owners must separate recyclable materials according to the City of Ketchum rules.
- There shall be no disposal of large household items anywhere on the property. Owners must make independent arrangements to dispose of such items at designated off site facilities.

D. PATIOS, BALCONIES AND ENTRYWAYS

1. General Guidelines

- Owners are responsible for maintaining the cleanliness of their patios, balconies, and entryways by regularly sweeping, washing, and general cleaning to ensure a well-ordered appearance.
- In no circumstances should the Owner install any furniture or fixtures that could damage the balcony decking material, the exterior surfaces of the building, or the Common Area landscaping.
- Owners are responsible for maintaining all patio furniture and fixtures in good condition, free from visible rust, peeling paint, or any other signs of deterioration. Any broken or damaged items must be repaired or removed promptly.
- Personal items like bicycles, toys, sporting equipment, shovels or gardening tools, storage bins, and exercise equipment are not permitted to be stored in exterior areas.
- Unless otherwise set forth herein, no personal property shall extend above the balcony railing or be visible from street level.

2. Furniture and Accessories

- Approved Materials: Furniture should be made from durable and weather-resistant materials like metal, wicker, plastic, treated wood, or high-quality resin.
- Prohibited Materials: Indoor furniture and furniture made from materials that degrade rapidly or become unsightly are not permitted.

- **Design Consistency:** Furniture should align with the architectural style of the building and complement the overall community aesthetic. Neutral or muted tones are preferred, as bright, neon colors or overly ornate designs are strictly prohibited.
- **Maintenance:** Furniture should be kept in good condition, free from visible signs of rust, fading, or other deterioration.

3. Umbrellas

- **Design Characteristics:** Umbrellas should be designed for outdoor use, constructed with fade and mildew resistant materials and capable of withstanding typical weather conditions. Fringe tassels, or other ornamental design elements are prohibited.
- **Approved Colors:** Neutral or muted tones, including beige, brown, gray, black, white, and others are permitted.
- **Prohibited Colors:** Bright, neon, and excessively vibrant colors are not permitted.
- **Patterns:** Must be solid colorways or simple patterns. Text, graphics, logos, and any instances of commercial branding or livery are not permitted.
- **Anchoring and Stability:** Umbrellas must be securely anchored to prevent wind dislodgement. Temporary or makeshift anchoring methods are strictly prohibited. Umbrellas should be closed and secured during periods of high winds, storms, or when not in use.

4. Barbecues and Fire Pits

- **Types Allowed:** All fuel types permitted by applicable codes or ordinances are permissible.
- **Location:** Must be placed on non-combustible surfaces and at sufficient distance from the building exterior and overhangs.
- **Supervision:** Barbecues and fire pits must be continuously monitored during use.
- **Maintenance:** Regularly inspect and maintain barbecues and fire pits to ensure good working condition and compliance with safety standards.

5. Signs, Displays, Decorative Items

- **Signs:** No sign, advertising device or other display of any kind shall be displayed in the Common Area or attached to the exterior surfaces of the Townhome. (This does not apply to the temporary placement of For Sale Signs used in connection with the sale of the property.)
- **Displays and Artwork:** The Owner is not permitted to install any decoration, display, art piece or fixture on or to the exterior surface of the building.
- **Planters and Pots:** Permitted but must be maintained in good condition. Plants should be well-cared for and not allowed to become overgrown.
- **Other Decorations:** Small decorative items like pillows, lanterns, and outdoor rugs are permitted, provided they adhere to the color and design guidelines set forth herein. Large, permanent, or potentially hazardous decorations are strictly prohibited.

6. Holiday Decorations

- Holiday decorations are permitted within your Townhome but not in any other portion of the Common Area. Any decorations found in the Common Area will be removed at the Owner's expense.
- Nothing shall be attached to the exterior surface of the building including the balcony/deck or patio areas. The exception is community tree lighting which must be approved by the Board and must adhere to local dark sky ordinances regarding hours of operation.
- All decorations are permitted up to 30 days prior to the holiday and must be removed within 15 days after the holiday. Holiday lights are permitted on railings provided they are not permanently affixed to them.

E. MAINTENANCE OBLIGATIONS OF OWNERS

1. Utilities and Drainage

- Each Owner shall maintain the utility facilities which exclusively service the Owner's Townhome, or located within the walls, floors, and ceilings thereof.
- Each Owner is obligated to keep drainage facilities located within his or her Townhome or Sublot in good working condition and free from obstructions. Each Owner shall regularly inspect and, if necessary, clean out any drainage facilities located within such Owner's Townhome or Sublot.
- Owners are responsible for removing blockages from all drains and sewer lines serving the Townhome through individual lines or laterals out to the main line and shall be responsible for the costs of restoring any damage from said work or blockage in any Sublot or Common Area.
- Owners must immediately notify the Association in the event of any water leak, backup, or overflow of plumbing and must regularly inspect all hoses and drainage lines.

2. Requirements and Remedies

- No Owner shall install, modify, or destroy any landscaping or other Improvements in the Common Area. Common areas include any part of the property that extend past entry walkways, decks, patios, driveways and decorative recesses between adjoining exterior walls.
- In no event shall any Owner cause any penetration of the surface of the roof, patio decks, or exterior building surface.
- Each Owner is liable to the Association for any damage to Common Area Improvements.
- In the event damage occurs to Common Area Improvements or to another Owner's Townhome or property as a result of an item that the Owner is responsible for or by the Owner's conduct or by failure to properly notify the Association of a water problem, said Owner shall be responsible for the cost of any damage, repairs or replacements to Common Area Improvements or to other Townhome's contents.
- If an Owner fails to perform his/her maintenance obligations as required, the Association shall have the right to cure such failure after appropriate notice has been

given and a reasonable period of time has passed for the Owner to remedy such deficiency. If the Association determines that such deficiency constitutes an Emergency which required action prior to the expiration of any cure period, the Association may take actions without a Notice of Deficiency being given in advance of taking such action.

F. PARKING AND VEHICLE GUIDELINES

1. General Parking Regulations

- Owner Parking: All vehicles owned or operated by or within the control of an Owner shall be parked within the garage of that Owner's Townhome.
- Approved Vehicles: Only operational and currently registered vehicles are permitted to park within the community. Inoperable, unregistered, or abandoned vehicles will be subject to towing at the owner's expense after a 48-hour notice.
- Prohibited Vehicles: No unsightly vehicles or equipment including, without limitation, trailers, campers, motorhomes, boats, jet skis, all-terrain vehicles, golf carts, snowmobiles, tractors, inoperable vehicles or equipment shall be stored, parked or otherwise permitted to remain on any Sublot for any period exceeding 24 hours.
- No vehicle repairs (beyond minor maintenance such as tire changes) are allowed in Common Areas or driveways.

2. Guest Parking

- Locations: Guests shall park in front of the Owner's garage or in the open areas at the west and north sections of the driveway. In no event shall guests park in a manner that blocks access to another Townhome.
- Duration: All guest parking shall be limited to seven (7) consecutive days unless specifically authorized in writing by the Board.

3. Maintenance and Use of Parking Areas

- Cleanliness: Owners are responsible for keeping the parking areas clean and free of oil spills and debris.
- Other Vehicles: Bicycles, Motorcycles, scooters, and other small vehicles must be parked in the Owner's garage and not on patios, lawns, or sidewalks.
- Vehicle Repairs: No vehicle repairs (beyond minor maintenance such as tire changes) are allowed in common areas or driveways.

III. DESIGN REVIEW COMMITTEE GUIDELINES

The following guidelines have been approved and implemented by the West Ketchum Residence Design Review Committee

A. HOT TUBS AND SAUNAS

1. Dedication

Pursuant to the Declaration of Covenants, Conditions, and Restrictions for West Ketchum Residences Section 5.7 (K), the Board of Directors grants a non-exclusive license (the "License") to the Unit Owners to use the area directly behind their units (to the north and south), specifically that area 9'6" (nine feet, six inches) from each unit's back wall (North or South sides). This does not include any area to the east or west of any unit. (See plat

Ex. A.) This license is subject to all applicable building restrictions, planning and zoning ordinances and all other restrictions and easements.

2. Scope

Unit Owners may place such non-permanent items as tables, chairs and a sauna or a hot tub (but not both) (subject to the Specifications and Regulations below). Storage sheds, playground sets, and other structures are not within the scope of this License. Only one (1) hot tub OR one (1) sauna is permitted per subplot.

3. Hot Tub and Sauna Specifications and Regulation

West Ketchum Unit Owners must comply with the following specifications and guidelines for installing, maintaining, and owning hot tubs or saunas at West Ketchum Residences.

- **Location:** Hot tubs and saunas shall be installed no more than 9'6" (nine feet, six inches) from the back wall (North or South sides) of each unit and must be located at least 6" (six inches) in from the East or West Sides of the house. (See Plat, Ex. A.) No hot tub or sauna may extend into the common areas on the East or West sides of any unit.
- **Size:** A hot tub or sauna may have ground dimensions no larger than 8' by 8' by 8' (eight feet by eight feet by eight feet). A unit owner can install either a hot tub or a sauna, but not both.
- **City Easement:** The City of Ketchum has an easement of ten (10) feet from the fence on the south side of the units that runs the entire length of the property. Should the City exercise its right to access the easement, the Unit Owner is solely responsible for the costs of moving and/or replacing any hot tub or sauna.
- **Colors/Materials:** The colors of a sauna or hot tub, including covers and any accessories must be neutral earth tones that match or blend with the exterior colors of the unit and complex.

4. Board Approval through Design Review Committee

Before the installation of any hot tub or sauna begins, the owner of the unit shall apply to the Board for approval through the Design Review Committee ("DRC").

- **Application:** The application shall include:
 - Drawings of the hot tub/sauna installation showing the proposed location.
 - Wiring/plumbing diagram and any other matters requested by the Board or designated committee.
 - Copies of applicable permits or applications for permits.
 - Proposed Modifications of Landscaping.
 - Proof of Insurance (see below under Insurance Requirements).
 - Hold Harmless Agreement: The Unit Owner shall be required to sign a letter holding West Ketchum Owners' Association, Inc. harmless against any and all liability associated with the installation, maintenance, and/or use of the hot tub.
- **Additional Information:** The Board may request any additional information it deems necessary.

- **Tentative Approval:** Once all requested information has been received, the Board shall thereafter tentatively approve or deny such application within thirty (30) days of receipt of the last information requested by the Board or applicable committee. If the Board or applicable committee does not act upon any application within thirty (30) days of receipt of the last information requested, the application will be deemed approved, provided no approval, or deemed approval shall relieve the Unit Owner from complying with City of Ketchum requirements or from complying with these Specifications and Guidelines.
- **Final Approval:** Once an application is tentatively approved, the Unit Owner must provide the following:
 - **Hold Harmless Agreement:** The Unit Owner shall sign an agreement holding West Ketchum Owners’ Association, Inc. harmless against any and all liability associated with the installation, maintenance, and/or use of the hot tub.
 - **Insurance:** The Unit Owner shall provide a certificate of insurance with these requirements:
 - **Limits:** The amount of coverage must have a minimum of \$1,000,000 (one million dollars) in general liability insurance providing coverage against any claim(s) for damage and/or injury resulting from the installation, maintenance, and/or use of the hot tub.
 - **Named Insured:** The policy shall name “West Ketchum Owners’ Association, Inc.” as an additional insured

A certificate of insurance shall be provided to the current management company or the Board of the HOA on a yearly basis or as requested.

Following the provision of the Hold Harmless Agreement and Certificate of Insurance, the Board shall issue a notice of final approval.

- **Compliance Inspection:** The hot tub and sauna installation is subject to a final inspection by the HOA Board and/or DRC to verify compliance with these specifications.
- **Modifications:** Once compliance has been verified, no changes may be made to the hot tub or sauna installation without prior written approval from the HOA Board. Furthermore, a Unit Owner must also obtain HOA/DRC approval for any modification of any existing hot tub or sauna.
- **Failure to Apply:** If an owner fails to apply or installs a hot tub/sauna that is not in compliance with this addendum, the HOA can and will initiate all actions necessary to remedy, including making alterations or removal. Any costs incurred, including legal costs, will be assessed against, and collected from the Unit Owner.

5. Permits and Code Compliance

- **Permits:** The Unit Owner must determine if any permits (including building and electrical) are required by the City of Ketchum and/or Blaine County and obtain the necessary permits for the installation of a hot tub or sauna.
- **Requirements:** The Unit Owner must ensure that all code requirements are met. Any permit fees are the responsibility of the owner.

- Electrical: All electrical wire must be enclosed in conduit and buried in accordance with the City of Ketchum. Additionally, the HOA requires that the conduit be buried and only a minimal amount of exposed conduit needed to reach the nearest ground point is permitted. Any electrical wiring or outlets that need to be relocated must comply with City of Ketchum codes. No exposed conduit shall be used to relocate wiring, and all outlets and receptacles shall be flush mounted. All landscaping shall be restored to the original condition after the conduit is buried.

6. Hold Harmless

Prior to commencement of installation, the Unit Owner shall be required to sign a letter holding the West Ketchum Owners' Association, Inc. harmless against any and all liability associated with the installation, maintenance, and/or use of the hot tub.

7. Safety and Maintenance

- Falling Ice/Snow or other Damage to Hot Tubs/Saunas: There is a potential safety hazard from falling snow/ice for hot tubs and saunas. The Unit Owner is solely responsible for any and all damages or liabilities resulting from the placement, operation and use of a hot tub or Sauna.
- Maintenance: The Unit Owner will maintain all equipment in proper running condition and shall not allow the equipment to deteriorate to the point that it is unusable, a safety hazard or an eye sore.
- Locked and Secured: It is recommended that hot tubs and saunas be locked when not in use.
- Landscaping: The Unit Owner will be responsible for maintaining any landscaping that the unit owner adds or modifies.
- Removal: If the hot tub or sauna is removed at any time, the area will be restored to the original condition.