

WOODSIDE  
DECLARATION OF RESERVATIONS  
PLAT NO. 15  
CITY OF HAILEY, IDAHO

THIS DECLARATION, made this 17th day of August, 1981, by Sprenger, Grubb & Associates, Inc., an Idaho corporation, having their home office at P. O. Box 1570, Hailey, Idaho 83333, hereinafter referred to as the "Declarant."

WHEREAS, the Declarant is the owner of that certain Plat No. 15 as per plat thereof recorded in Book 11, Page 8, records of Blaine County, Idaho, and

WHEREAS, the Declarant intends to sell, dispose of or convey from time to time all or a portion of the lots in said Plat No. 15 above described, and desires to subject the same to certain protective reservations, covenants, conditions, restrictions (hereinafter referred to as "Conditions") between it and the acquirers and/or users of the lots in said Plat.

NOW, THEREFORE, Declarant hereby certifies and declares that it has established and does hereby establish a general plan for the protection, maintenance, development and improvement of said Plat, and that:

THIS DECLARATION is designed for the mutual benefit of the lots in said Plat and Declarant has fixed and does hereby fix the protective conditions upon and subject to which all lots, parcels and portions of said Plat and all interest therein shall be held, leased, or sold and/or conveyed by the owners or users thereof, each and all of which is and are for the mutual benefit of the

lots in said Plat and of each owner thereof, and shall run with the land and shall inure to and pass with each such lot and parcel of land in said Plat, and shall apply to and bind the respective successors in interest thereof, and further are and each thereof is imposed upon each and every lot, parcel or individual portion of said Plat as a mutual equitable servitude in favor of each and every other lot, parcel or individual portion of land therein as the dominant tenement, and in favor of Declarant.

#### COMMITTEE OR ARCHITECTURE

DECLARANT shall appoint a Committee of Architecture (hereinafter sometimes called "Committee") consisting of a minimum of three and a maximum of five persons. Declarant shall have the further power to create and fill vacancies on the Committee and/or to assign to others the power to create and fill such vacancies until such time as 90 percent of the lots in said Tract have been sold by Declarant, whereupon the purchasers of said lots so sold by Declarant shall have the right to form an Association which shall have complete control of appointments and removal of Committee members.

It shall be the general purpose of this Committee to establish and maintain high architectural standards affecting all improvements or structures developed for the project, with a view to enhancing and sustaining the aesthetic and related qualities of all work performed in accordance with such standards.

THE COMMITTEE shall be guided by and, except when in its sole discretion good planning would dictate to the contrary, controlled by these Reservations. The Committee shall make available a copy of these said Reservations to any and all lot owners upon request.

THE COMMITTEE shall determine whether the Conditions contained in this Declaration are being complied with.

THE COMMITTEE may adopt reasonable rules and regulations in order to carry out its duties.

THE COMMITTEE shall adopt reasonable rules and regulations for the conduct of its proceedings and may fix the time and place

for its regular meetings and for such extraordinary meetings as may be necessary, and shall keep written minutes of its meetings, which shall be open for inspection to any lot owner upon the consent of any one of the members of said Committee. Said Committee shall by a majority vote elect one of its members as chairman and one of its members as secretary, and the duties of such chairman and secretary shall be such as usually appertain to such offices. Any and all rules or regulations adopted by said Committee regulating its procedure may be changed by said Committee from time to time by majority vote and none of said rules or regulations shall be deemed to be any part or portion of said covenants.

SAID CONDITIONS ARE AS FOLLOWS:

That all of the lots in this Plat be designated as G. R. General Residential District Three Multiple Residential Zone, and shall be improved, used, and occupied in accordance with the provisions set forth under City of Hailey Zoning Ordinance 285 and any amendments thereto applicable to this Plat.

DECLARANT reserves the right to convey and/or dedicate rights of way and easements for public utilities, television and/or communication cables, and drainage purposes over a 5-foot strip of land within and along all sides and rear lot lines of each and every lot. This right shall run with the land for the time herein provided and as may be extended.

ADDITIONALLY, the Declarant reserves,

(1) A 10-foot easement along the front or side of every lot facing a 60-foot right of way street for snow removal purposes under the same conditions as set forth above, and

(2) An air space easement 800 feet above the published elevation of the runway (5,315 feet) granted to the City of Hailey for aircraft flight.

A. IMPROVEMENT STANDARDS

1. No building, including farm structures of any kind, fence, patio, or other structure shall be erected, altered, added to, placed, or permitted to remain on said lots or any of them or any part of any such lot until and unless the plans showing floor areas, external design, structural details, and the ground location of the intended structure along with a plot plan indicating the location of fences, driveways, and landscaping have been first delivered to and approved in writing by the Committee. The Committee may require a reasonable fee prior to checking or evaluating said plans. On all structures submitted for approval, this

Committee may require changes, deletions, or revisions in order that the architectural and general appearance of all such structures and grounds be in keeping with the architecture of the neighborhood and such as not to be detrimental to the public health, safety, and general welfare of the community in which such use or uses are to be located. All residential, commercial and industrial structures shall conform to the requirements of the Uniform Building Code (Short Form), as published by the International Conference of Building Officials, current edition, and the requirements of the National Electrical Code, as published by the National Fire Protection Association, current edition, as a guide to sound construction and electrical installation practices and the Hailey Building Department, whichever are the more restrictive, and to the Regulations and Ordinances of the City of Hailey.

2. Notwithstanding any other provisions of this Declaration of Reservations, it shall remain in the prerogative and in the jurisdiction of the Committee to review applications and grant approvals for exceptions, variances and deviations of this Declaration. Variations from these requirements and, in general, other forms of deviations from the restrictions imposed by this Declaration may, however, be made when and only when such exceptions, variances and deviations (1) do not unreasonably detract from the appearance of the premises, and (2) are not unreasonably detrimental to the public welfare and/or to the property of other persons located in the vicinity thereof, and (3) are in compliance with the requirements of applicable law, and (4) do not materially deviate from the overall plan of development pursuant to which sales or property in said Plat were initiated by the Declarant.
3. The designated maximum building height and minimum yard requirements may be waived by the Committee when, in their opinion, such structures relate to sound architectural planning and conform to the overall design and pattern of the development and in conformance with the requirements of the Hailey Planning Commission.

B. DEFINITIONS

All definitions when used in this Declaration or any supplemental Declaration unless the context shall otherwise provide shall have the same meaning as the definitions set forth in the current Hailey Zoning Ordinance No. 285.

G. R. GENERAL RESIDENTIAL DISTRICT THREE  
MULTIPLE RESIDENTIAL ZONE

Notwithstanding other uses permitted under City of Hailey Zoning Ordinance, the following uses and regulations shall apply unless otherwise provided in these reservations:

1. Permitted Uses;

The following principal uses are permitted in a G. R. General Residential District - Multiple Residential Zone:

- a. One-family dwelling; two-family dwelling.
- b. Multiple dwelling.
- c. Garden, orchard, field crop, where no building is involved.

2. Conditional Uses;

The following are conditional uses permitted only when authorized by the City of Hailey Planning Commission and upon approval of the Committee of Architecture:

- a. Unit developments (condominium - townhouse).
- b. Church, school, recreational, utility or service facility, all as limited and regulated in G. R. Districts.
- c. Community club house.
- d. Parking lot.
- e. Boarding house.
- f. Rest home.
- g. Mobile home park.
- h. Fraternal clubs.

THOSE AREAS OR LOTS IN THE G. R. MULTIPLE RESIDENTIAL ZONE WHICH ARE APPROVED FOR USE AS UNIT DEVELOPMENT (CONDOMINIUM-TOWNHOUSE) (a. above) SHALL BE DESIGNATED AS UNIT DEVELOPMENT G. R. RESIDENTIAL ZONE.

3. Accessory Uses:

Same as L. R. One-Family Residential District.

4. Building Site Area;

- a. Every one- and two-family building sites shall have an area of not less than 6,000 square feet. The minimum average width of a lot shall be 60 feet or as shown on the final recorded Plat.
- b. Multiple dwellings shall not exceed a density of ten dwelling units per acre or fraction thereof.
- c. Unit developments shall not exceed a density of ten dwelling units per acre or fraction thereof and a minimum amount of usable open space (exclusive of parking and streets) of not less than 25 percent of the total acreage.
- d. Two-family dwellings shall be asymmetrical in design so that they more closely resemble single-family dwellings.

5. Yards:

The minimum requirements for yards shall be as follows:

- a. Depth of front yard - 20 feet.
- b. Depth of rear yard - 10 feet.
- c. Width of side yards - 5 feet.

6. Height of Buildings:

No dwelling shall have more than two stories or a height in excess of 25 feet.

7. Signs:

No nameplate shall have an area in excess of 4 inches by 16 inches. Not more than two sale or lease signs shall be placed on any lot, nor shall any such signs have an area in excess of 9 square feet.

8. Roofing:

No building shall have painted or unpainted exposed metal roofings.

9. Parking:

Off-street parking spaces shall be provided on a parking lot, or within a garage or carport at the ratio of one and one-half spaces per dwelling unit.

10. Subdivision of Lots;

No lot or parcel of land shall be divided into smaller lots or parcels whether for lease, sale or rental purposes, provided that variations may be granted by the Committee of Architecture in accordance with provisions of A-2, Page 3 of this Declaration of Reservations and upon approval of the City of Hailey Planning Commission.

GENERAL PROVISIONS

1. Duration:

The covenants and conditions of this Declaration shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of 25 years from the date these covenants and conditions are recorded. At that time, the covenants and conditions shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change the covenants and conditions in whole or in part.

2. Notices:

Any notice required to be sent to any owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed postpaid to the last known address of the person who appears as owner on the records of Declarant at the time of such mailing.

3. Severability:

In the event that any of the provisions of this Declaration in each area of Land Use Regulations conflict with any other of the sections herein, the more restrictive of the two shall govern. If any paragraph, section, sentence, clause or phrase of the conditions and covenants herein contained shall be or become illegal, null, or void, for any reason or shall be held by any court of competent jurisdiction to be illegal, null, or void, the remaining paragraphs, sections, sentences, clauses or phrases herein contained shall not be affected thereby.

It is hereby declared that these conditions and covenants herein contained would have been and are imposed and each paragraph, section, sentence, clause or phrase thereof, irrespective of the fact that any one or more other paragraphs, sections, sentences, clauses or phrases is (are) or shall become or be illegal, null, or void.

4. Enforcement:

In the event of any existing or threatened violation of any of the conditions or other provisions of this Declaration, or the non-payment of any of the charges herein, the Declarant, any person, firm, or corporation to whom the Declarant may have assigned the right, or any owner of any lot or parcel of land in Woodside, or the Committee of Architecture once it becomes controlled by the Association or property purchasers as herein provided, may bring an action at law or in equity for an injunction, action to foreclose a lien or charge, action for damages, or for any additional remedy as may be available. All such remedies shall be cumulative, and the bringing of such an action, or the failure to do so by anyone so entitled, shall not affect the right of another to avail himself or itself of any available remedy.

IN WITNESS WHEREOF, Sprenger, Grubb & Associates, Inc. has caused its corporate name and seal to be hereunto affixed by its officer thereunto duly authorized this 17th day of August, 1981.

SPRENGER, GRUBB AND ASSOCIATES, INC.

By /s/  
President

STATE OF IDAHO     )  
                          ) ss.  
County of Blaine )

On this 17th day of August, 1981, before me, the undersigned officer, personally appeared C. A. Grubb who acknowledged himself to be the President of Sprenger, Grubb and Associates, Inc., an Idaho corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

/s/  
Notary Public