

Recording Requested By And
When Recorded Return To:

Diane Shipman
Post Office Box 1710
Hailey, Idaho 83333

Instrument # 530228

HAILEY, BLAINE, IDAHO

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Recorded for : LAWSON & LASKI, PLLC

MARSHA RIEMANN Fee: 24.00

Ex-Officio Recorder Deputy 

Index to: COVENANTS & RESTRICTIONS

Space Above Line For Recorder's Use

DECLARATION OF SPECIAL COVENANTS,

CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF SPECIAL COVENANTS, CONDITIONS AND RESTRICTIONS ("Declaration") is made as of the 15 day of December, 2005, by **Diane Shipman** ("Shipman" and any subsequent owner of any portion of the Property [hereinafter defined] collectively being referred to herein as "Owners").

WITNESSETH:

WHEREAS, Shipman is the current owner of the real property in Blaine County, Idaho, commonly known as the Lots 42 and 43 in Block 4 of Griffin Ranch PUD Subdivision Phase 1, according to the plat thereof recorded as Instrument No. 432492 in the official records of Blaine County, Idaho (collectively, the "Property").

WHEREAS, Shipman desires to place certain special and limited restrictive covenants upon, and to create certain non-exclusive easements over and across Lot 42 in order to provide for access to and landscaping for the benefit of Lot 43.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, Shipman hereby declares the Property shall be held and conveyed subject to the following covenants, conditions and restrictions:

1. Access Easement.

There shall be an exclusive, perpetual easement for pedestrian and vehicular ingress to and egress from Lot 43 over, across and upon the driveway area of Lot 42 depicted on the map attached hereto as Exhibit "A" and described in Exhibit "B" attached hereto, as the same may from time to time be constructed and maintained for such use.

2. Landscaping Easement.

There shall be an exclusive, perpetual easement for the construction, maintenance, repair and replacement of landscaping and an irrigation system, including pipe, sprinklers, mains and related components on, over, upon and within the area of Lot 42 depicted on the map attached hereto as Exhibit "A" and described in Exhibit "B" attached hereto, as the same may from time to time be constructed and maintained for such use.

3. Costs and Expenses.

Each Owner hereby agrees to pay one-half of all costs and expenses incurred in connection with the repair and maintenance of the access and landscaping easement areas, including, without limitation, snow removal and the repair and maintenance of the improvements, unless such repair or maintenance is required because of the acts of an Owner, in which instance the cost of such repairs or maintenance shall be paid by the party who caused the condition requiring such repair and/or maintenance.

4. Covenants Run With the Land.

Each easement and restriction shall be a burden on the Property, shall be appurtenant to and for the benefit of the other portions of the Property, and shall run with the land.

5. Successors and Assigns.

This Declaration and the easements and restrictions created hereby shall inure to the benefit of and be binding upon the Owners, their heirs, personal representatives, successors and assigns, and upon any person or entity acquiring a portion of the Property, or any interest therein, whether by operation of law or otherwise.

6. Duration.

Except as otherwise provided herein, the term of this Declaration shall be for ninety-nine (99) years from the date hereof.

7. Injunctive Relief.

In the event of any violation or threatened violation by any person of any of the terms and provisions contained in this Declaration, any or all of the Owners of the Property shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. The right of injunction shall be in addition to all other remedies set forth in this Declaration or provided by law.

8. Modification and Termination.

This Declaration may be modified or terminated, in whole or in part, only with the consent of all of the Owners and then only by written instrument duly executed and acknowledged by all of the Owners and recorded in the office of the recorder of the county in which the Property is located. No modification or termination of this Declaration shall affect the rights of any lienholder unless the lienholder consents in writing to the modification or termination.

9. Not a Public Dedication.

Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Property to the general public or for the general public or for any public purpose whatsoever, it being the intention of the parties that this Declaration shall be strictly limited to and for the purposes herein expressed.

10. Breach Shall Not Permit Termination.

It is expressly agreed that no breach of this Declaration shall entitle any Owner to terminate this Declaration, but such limitation shall not affect in any manner any other rights or remedies which such Owner may have hereunder by reason of any breach of this Declaration.

11. Default.

A default of this Declaration shall only occur upon the expiration of thirty (30) days from receipt of written notice from any Owner specifying the particulars in which such defaulting party has failed to perform the obligations of this Declaration unless such defaulting party, prior to the expiration of said thirty (30) days, has rectified the particulars specified in said notice of default. However, such defaulting party shall not be deemed to be in default if such failure cannot be rectified within said thirty (30) day period and such defaulting party is acting in good faith and employing its best efforts to rectify the particulars specified in the notice of default.

12. Notices.

All notices given pursuant to this Declaration shall be in writing and shall be given by personal delivery, by United States mail or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested, to the person and address shown on the then current real property tax rolls of the county in which the Property is located. The person and address to which notices are to be given may be changed at any time by any party upon written notice to the other parties. All notices given pursuant to this Declaration shall be deemed given upon receipt.

13. Waiver.

The failure of any Owner to insist upon strict performance of any of the obligations contained herein shall not be deemed a waiver of any rights or remedies that said Owner may have, and shall not be deemed a waiver of any subsequent breach or default in the performance of any of the terms and provisions contained herein by the same or any other person.

14. Attorney's Fees.

In the event any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Declaration, the prevailing party in any such action or proceeding shall be entitled to recover from the losing party in any such action or proceeding its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).

15. Severability.

If any term or provision of this Declaration or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Declaration or the application of such term or provision to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Declaration shall be valid and shall be enforced to the extent permitted by law.

16. Not a Partnership.

The provisions of this Declaration are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the parties.

17. Third Party Beneficiary Rights.

This Declaration is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not a party hereto unless otherwise expressly provided herein.

18. Captions and Headings.

The captions and headings in this Declaration are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions or agreements contained herein.

19. Construction.

In construing the provisions of this Declaration and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.

20. Joint and Several Obligations.

In the event any party hereto is composed of more than one person, the obligations of said party shall be joint and several.

21. Recordation.

This Declaration shall be recorded in the office of the recorder of the county in which the Property is located.

22. Governing Law.

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

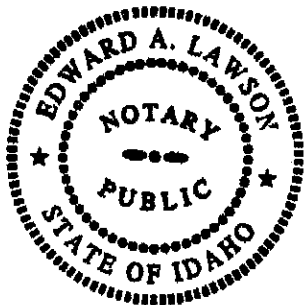
EXECUTED as of the day and year first above written.


Diane Shipman

STATE OF IDAHO)
) ss.
County of Blaine)

On this 15 day of December, 2005 before me, a Notary Public in and for said State, personally appeared **Diane Shipman**, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same.

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



SA Lawson
Notary Public for Idaho
Residing at Blaene County
My commission expires 5-26-06

GRIFFIN RANCH P.U.D. SUBDIVISION PHASE 1 BLOCK 5 LOTS 42 & 43

TYLER DRIVE

LOT 42
 23,386 SQ. FT.
 5.36 ACRES (CONTRV)
 227,367 SQ. FT.
 5.22 ACRES (PROPOSED)

LOT 43
 23,332 SQ. FT.
 5.35 ACRES (CONTRV)
 234,132 SQ. FT.
 5.41 ACRES (PROPOSED)

EASEMENT

PROPOSED PROPERTY LINE

EXIST. PROPERTY LINE



UPDATED COVE RANCH

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	210.00	102.06	101.06	N 78°10'22" W	27°50'48"
C2	210.00	109.48	108.25	S 74°58'04" W	20°52'20"
C3	210.00	63.68	63.64	N 07°57'52" W	17°25'47"
C4	210.00	36.18	36.13	N 06°53'15" W	10°24'59"

Benchmark Associates, P.A.

ENGINEERING, PLANNING, SURVEYING & MAPPING

P.O. Box 733 • 100 Bell Drive

Ketchum, Idaho 83340

208/726-9512 • Fax 208/726-9514 • www.bma5b.com

LEGAL DESCRIPTION

ACCESS AND LANDSCAPE EASEMENT

Within: LOT 42, GRIFFIN RANCH P.U.D. SUBDIVISION PHASE 1
To Benefit: LOT 43 GRIFFIN RANCH P.U.D. SUBDIVISION PHASE 1
BLAINE COUNTY, IDAHO

TOWNSHIP 1 NORTH, RANGE 19 EAST, BOISE MERIDIAN
SECTION 17, Blaine County, Idaho

An easement lying within Lot 42 of Block 4 within 1A of GRIFFIN RANCH P.U.D. SUBDIVISION PHASE 1, according to the official plat thereof, recorded as Instrument No. 432492, records of Blaine County, Idaho, said easement being more particularly described by metes and bounds as follows:

Commencing at the north corner common to said Lots 42 and 43; said corner being the True Point of Beginning of said easement.

Thence S00°24'14"E, 376.40 feet along the boundary common to said Lots 42 and 43;
thence leaving said boundary S89°35'47"W, 50.00 feet;
thence N00°24'14"W, 197.41 feet;
thence N39°47'08"W, 195.15 feet;
thence N02°43'47"W, 32.58 feet to a point on the southerly boundary of Tyler Drive;
thence along said southerly boundary of Tyler Drive by the following courses: 38.18 feet along a curve to the left, said curve having a central angle of 10°24'59", a radius of 210.00 feet, and a chord length of 38.13 feet that bears S84°53'15"E;
thence N89°54'13"E, 137.19 feet to the True Point of Beginning.

jer/2005/05015-Easement

EXHIBIT B