

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

**James P. Speck, Esq.
SPECK & AANESTAD
A Professional Corporation
Post Office Box 987
Ketchum, Idaho 83340**

(space above line for Recorder's Use)

Instrument # 491534

HAILEY, BLAINE, IDAHO
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Recorded for : GALENA ENGINEERING
MARSHA RIEMANN Fee: 35.00
Ex-Officio Recorder Deputy
Index to: AMENDED COVENANTS & RESTRICTIONS

**THIRD AMENDMENT TO
DECLARATION ESTABLISHING COVENANTS, CONDITIONS AND
RESTRICTIONS FOR
GRIFFIN RANCH P.U.D. SUBDIVISION**

This Third Amendment to Declaration (the "Amendment") is made as of the date set forth below by GGA, LIMITED LIABILITY CO., a Washington limited liability company qualified to do business in the State of Idaho, (hereafter referred to as "Declarant").

1. The Declaration Establishing Covenants, Conditions and Restrictions for Griffin Ranch P.U.D. Subdivision, and two previous amendments thereto were recorded October 14, 1999 as Instrument No. 432493, December 1, 1999 as Instrument No. 434043, and June 5, 2003 as Instrument No. 485138 in the records of Blaine County, Idaho (collectively the "Declaration").

2. As of the date of this Amendment, Declarant is the Class B Member of the Griffin Ranch P.U.D. Subdivision Homeowners Association (the "Association"). Therefore, pursuant to Section 10.2 of the Declaration, only Declarant may amend the Declaration.

3. Section 1.19 of the Declaration shall be amended to read as follows:

1.19 "Phase 2" shall mean Lots 1 through 4, and Parcel A, Block 1, Lots 5 through 9, 23 through 27 and Parcels D and G, Block 2, and Lots 28 through 36 and Parcels B and F, Block 3, as shown on the Phase 2 Plat.

4. A new Section 1.19A of the Declaration shall be added to read as follows:

1.19A "Phase 2 Plat" shall mean the final plat for Phase 2 as approved by Blaine County, a copy of which is appended hereto as Exhibit 1.

5. Section 1.20 of the Declaration shall be amended to read as follows:

1.20 "Phase 3" shall mean Lots 10 through 15 and 17 through 22, and Parcel H, Block 2, as shown on the Phase 3 Plat.

6. A new Section 1.20A of the Declaration shall be added to read as follows:

1.19A "Phase 3 Plat" shall mean the final plat for Phase 3 as approved by Blaine County, a copy of which is appended hereto as Exhibit 2.

7. The first sentence of Section 3.1 shall be amended to read as follows:

Except as provided below for residential and agricultural structures, all buildings and other structures (except boundary fences), trees, plantings and other landscaping, and any other improvements to a Lot, shall be constructed and located using the following setbacks: (1) one hundred (100) feet from the western property line of the PUD, except for the western property line of Lot 10 as shown on the Preliminary Plat and the Phase 3 Plat; (2) two hundred fifty (250) feet from the southern property line of the PUD; (3) fifty (50) feet along the northern property line of Lot 4, Block 1, and Lots 5, 6, 7, 8 and 9, Block 2, and the western property line of Lot 10, Block 2, as shown on the Phase 2 Plat and Phase 3 Plat; (4) twenty-five (25) feet from all other lot lines within the PUD; and (5) no septic tanks or drainfields shall be located within the 150 foot setback from the wells for the Domestic System as shown on the Phase 2 Plat.

8. The next to last sentence of Section 3.4 shall be amended to read as follows:

Any barn or similar livestock building must be setback at least fifty (50) feet from all side and rear yard property lines and have a portion of said structure within one hundred and fifty (150) feet of the primary residence (except on Lots 14, 15, 17 and 18 as shown on the Phase 3 Plat).

9. The first sentence of Section 3.14 shall be amended to read as follows:

Subject to any greater restrictions of applicable Blaine County ordinances, (a) a maximum of four (4) horses, llamas, alpacas, or any combination of these animals may be kept on any Lot equal to or greater than two (2) acres in size, and (b) on any Lot less than two (2) acres in size, Owners may keep horses within an enclosed corral during the day, but not overnight, except no livestock shall be located within the 150 foot setback from the wells for the Domestic System as shown on the Phase 2 Plat.

10. A new Section 3.19 shall be added to read as follows:

No chemicals or toxic substances of any kind shall be kept or stored

anywhere on Parcel F or within the 150 foot setback from the wells for the Domestic System as shown on the Phase 2 Plat.

11. The second sentence of Section 7.1 shall be amended to read as follows:

The Domestic System shall provide potable water to all of the Lots in Phases 2 and 3 and any Common Areas within Phases 2 and 3 requiring a potable water supply.

12. The second sentence of Section 7.2 shall be amended to read as follows:

The Domestic System shall be comprised of two (2) domestic wells, a pressurized pipeline distribution system, and related pumps, equipment and facilities.

13. The sixth and seventh sentences of Section 7.2 shall be amended to read as follows:

Declarant, upon completion of construction of the Domestic System, shall assign to the PUD Association Water Permits Nos. 37-20794 and 37-20923 for this Domestic System obtained by Declarant from the Idaho Department of Water Resources ("IDWR"). The PUD Association shall be responsible for actively pursuing the licensing by IDWR of these water permits and, if required, obtaining decrees for the water rights in In Re The General Adjudication of Rights to the Use of Water From the Snake River Basin Water System, Twin Falls County Case No. 39356 (the "SRBA").

14. A new sentence shall be added after the fifth sentence of Section 7.3 to read as follows:

A plumber licensed in the State of Idaho MUST make any connections to the central domestic water system and each domestic water service connection shall be fitted with a water meter approved by the PUD Association.

15. New sentences shall be added to the end of Section 7.4.1 to read as follows:

The PUD Association shall charge a fee of \$500.00 per lot to connect to the Domestic System which must be paid prior to making the connection and shall be deposited into the capital maintenance reserve fund for the Domestic System. Declarant, upon recording the Phase 2 Plat, has deposited \$5,000 into the Domestic System's capital maintenance reserve fund. During the first week of January in the years 2004 through 2008, the PUD Association must provide the

Blaine County Planning Office with copies of the previous year's annual financial reports for the operation of the Domestic System.

16. The second sentence of Section 8.1 of the Declaration shall be amended to read as follows:

One (1) member may be a registered Idaho architect residing in Blaine County.

17. Section 9.1 of the Declaration shall be amended to read as follows:

9.1 Private Roadway Easements. All of the roads within the PUD are private roads reserved and created by Declarant to provide access from Gannett Road to the Lots, subject to all of the restrictions set forth in this Declaration. The portion of Griffin Ranch Road located within the PUD shall be owned jointly by the PUD Association and the Subdivision Association, and the costs and expenses relating to its improvement, maintenance and repair shall be shared pursuant to the Joint Operating Agreement, between the PUD Association and the Subdivision Association. All costs and expenses incurred by the PUD Association relating to the improvement, maintenance and repair of these private roads shall be charged to and paid by the Owners of the Lots as follows: (a) Griffin Ranch Road from Gannett Road to the east end of its junction with Gibson Lane - shared equally on a per lot basis by the owners of all lots in the Subdivision and Phases 1, 2 and 3 of the PUD; (b) Wyatt Drive, Cooper Drive and Gibson Lane - shared equally on a per lot basis by the owners of all lots in Phases 2 and 3 of the PUD; and (c) Tyler Drive and the remaining portion of Griffin Ranch Road within the PUD - shared equally on a per lot basis by the owners of all lots in Phase 1 of the PUD. Every Owner, by the acceptance of the deed to a Lot subject to the restrictions of this Declaration understands and agrees that the maintenance, repair and snow removal for these private roads is solely the obligation of the PUD Association or, in the case of the portion of Griffin Ranch Road located within the PUD, the PUD Association and the Subdivision Association, and that Blaine County is in no way obligated to accept, maintain or improve these roads unless and until these roads are brought up to County standards, dedicated to and accepted by the County. The County has reserved an option to accept Declarant's offer to dedicate to the public Wyatt Drive and that portion of Griffin Ranch Road from Wyatt Drive to Gannett Road. This option shall be exercisable upon the subdivision of the land to the north of Wyatt Drive and Phase 2 of the PUD, and shall be confirmed and declared to be open for public

travel by the County pursuant to Idaho Code Section 50-1313 only after a fully noticed public hearing before the Board of County Commissioners.

18. Exhibit D to the Declaration is amended and replaced in part with Exhibit D1 attached hereto which is a revised map of the road and water system improvements for Phases 2 and 3 of the PUD. Those improvements depicted on Exhibit D for Phase 1 are not amended and remain the same.

19. Exhibit E to the Declaration is amended and replaced with Exhibit E attached hereto specifying the maximum number of acres on each Lot and Common Area parcel in the PUD which may be irrigated.

20. All other provisions of the Declaration shall remain the same and in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the date set forth below:

"DECLARANT"

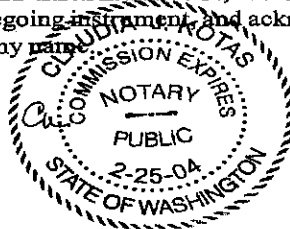
GGA LIMITED LIABILITY CO., a Washington limited liability Company

Date: 8/11/03

By: James S. Griffin
James S. Griffin, Member

STATE OF WASHINGTON)
County of Pierce) ss.

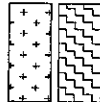
On this 11th day of August, 2003, before me, the undersigned notary public in and for said state, personally appeared James S. Griffin, known or identified to me to be one of the members of GGA LIMITED LIABILITY CO., and the member who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that he executed the same in said limited liability company name.



Claudia J. Kotas
Notary Public for Washington
Residing at: Lacoma
Commission expires: 2-25-04

LEGEND

- Phase line
- Subdivision Boundary
- Adjoining Lot Line
- Lot Line
- Centerline of Right-of-way
- Section Line
- Easement, width as shown
- Building Envelope
- Previous Lot Line
- Blue Avalanche Line
- Red Avalanche Line
- 15% Slope Line
- 25% Slope Line
- Blue Avalanche Zone
- Red Avalanche Zone
- Found Brass Cap
- Found 5/8" Rebar
- Found 1/2" Rebar



SCALE: 1" = 400'

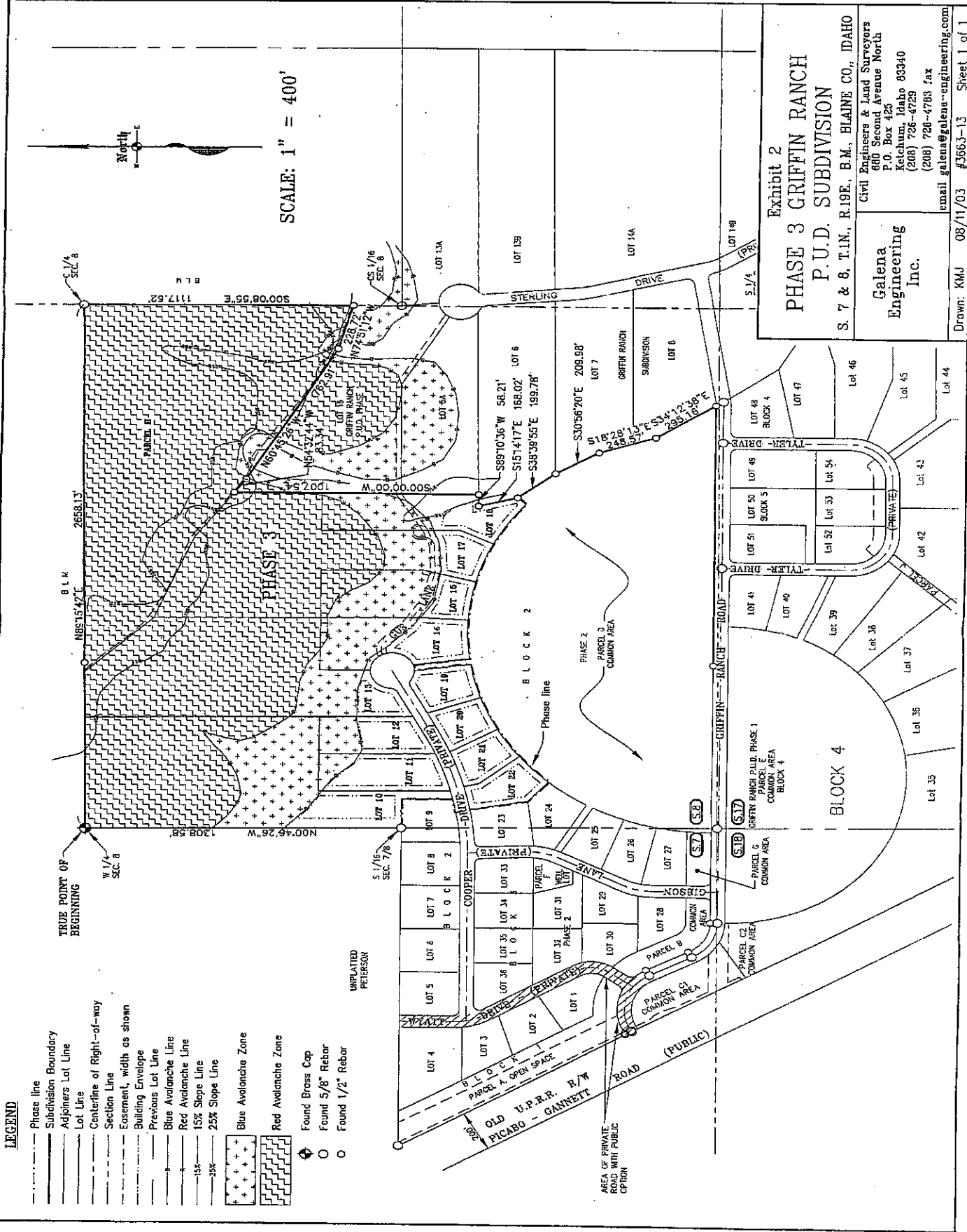


Exhibit 2 PHASE 3 GRIFFIN RANCH P.U.D. SUBDIVISION

S. 7 & 8, T.1N., R.19E., B.M., BLAINE CO., IDAHO

Civil Engineers & Land Surveyors
600 Second Avenue North
P.O. Box 426
Ketchum, Idaho 83340
(208) 728-4729
(208) 728-4783 fax

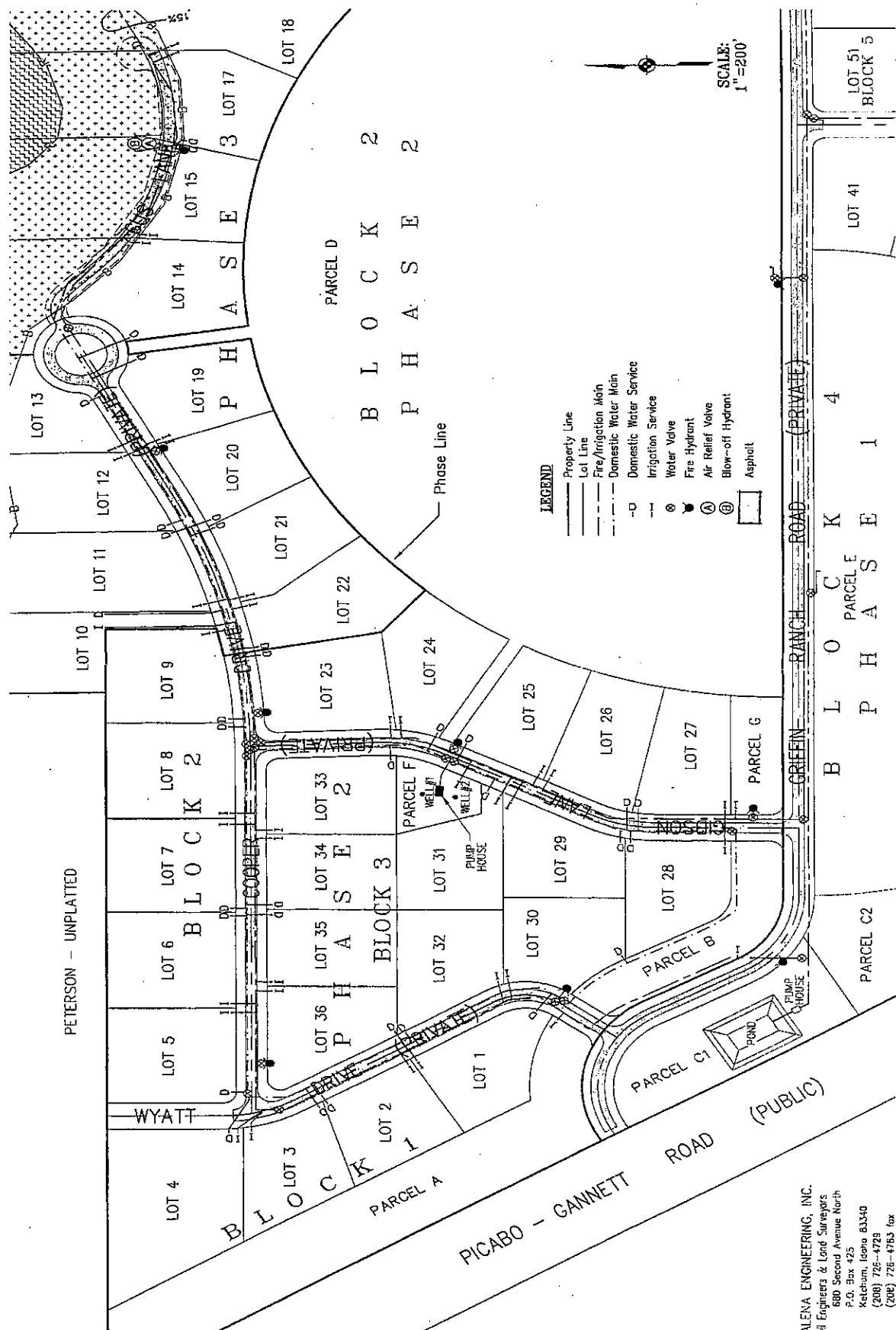
Galena
Engineering
Inc.

email galena@galena-engineering.com
Drawn: KMJ 09/11/03 #3663-13 Sheet 1 of 1

Exhibit
DI

BROAD AND WATER SYSTEM IMPROVEMENTS

AUGUST 2003



GALENA ENGINEERING, INC.
Civil Engineers & Land Surveyors
680 Second Avenue North
P.O. Box 425
Ketchum, Idaho 83340
(208) 725-4729
(208) 725-4763 fax
emo1@galenaeo-engineering.com

Exhibit D1

EXHIBIT E

WATER RIGHTS GRIFFIN RANCH P.U.D. SUBDIVISION

LOT OR PARCEL	GROSS ACRES	MAXIMUM IRRIGABLE ACRES	
		BIG WOOD RIVER RIGHTS	GROUND WATER RIGHT
PHASE 1			
16	10.1	9.9	9.9
35	5.0	4.8	4.8
36	5.0	4.4	4.4
37	5.0	4.5	4.5
38	2.2	2.0	2.0
39	2.0	1.8	1.8
40	1.1	0.9	0.9
41	1.1	0.9	0.9
42	5.4	5.2	5.2
43	5.4	5.2	5.2
44	5.4	5.2	5.2
45	3.0	2.8	2.8
46	3.1	2.9	2.9
47	2.3	2.1	2.1
48	1.5	1.3	1.3
49	1.6	1.4	1.4
50	1.7	1.5	1.5
51	1.4	1.2	1.2
52	1.2	1.0	1.0
53	1.3	1.1	1.1

**WATER RIGHTS
GRIFFIN RANCH P.U.D. SUBDIVISION**

LOT OR PARCEL	GROSS ACRES	MAXIMUM IRRIGABLE ACRES	
		BIG WOOD RIVER RIGHTS	GROUND WATER RIGHT
54	1.2	1.0	1.0
C1	1.9	1.5	1.5
C2	6.9	6.9	6.9
E	20.3	19.5	19.5
TOTALS	95.1	89	89
PHASE 2			
1	1.0	0.8	0.8
2	1.0	0.8	0.8
3	1.0	0.8	0.8
4	2.0	1.8	1.8
5	1.2	1.0	1.0
6	1.2	1.0	1.0
7	1.2	1.0	1.0
8	1.2	1.0	1.0
9	1.2	1.0	1.0
23	1.2	1.0	1.0
24	1.2	1.0	1.0
25	1.0	0.8	0.8
26	1.1	0.9	0.9
27	1.0	0.8	0.8
28	1.0	0.8	0.8

**WATER RIGHTS
GRIFFIN RANCH P.U.D. SUBDIVISION**

LOT OR PARCEL	GROSS ACRES	MAXIMUM IRRIGABLE ACRES	
		BIG WOOD RIVER RIGHTS	GROUND WATER RIGHT
29	1.0	0.8	0.8
30	1.0	0.8	0.8
31	1.0	0.8	0.8
32	1.1	0.9	0.9
33	1.0	0.8	0.8
34	1.0	0.8	0.8
35	1.0	0.8	0.8
36	1.0	0.8	0.8
A	4.0	4.0	4.0
B	1.3	1.3	1.3
D	38.1	36	29.5
F	0.5	0.4	0.4
G	0.6	0.6	0.6
TOTALS	70.1	63.3	56.8
PHASE 3			
10	14.1	5	5
11	2.2	2.0	2.0
12	1.9	1.7	1.7
13	12.0	5	5
14	3.2	2.8	2.8
15	3.3	2.9	2.9

**WATER RIGHTS
GRIFFIN RANCH P.U.D. SUBDIVISION**

LOT OR PARCEL	GROSS ACRES	MAXIMUM IRRIGABLE ACRES	
		BIG WOOD RIVER RIGHTS	GROUND WATER RIGHT
17	11.2	5	5
18	3.4	3.2	3.2
19	1.1	0.9	0.9
20	1.0	0.8	0.8
21	1.1	0.9	0.9
22	1.2	1.0	1.0
TOTALS	55.7	31.2	31.2
TOTALS FOR PUD	220.9	183.5	177.0